



# TOWN OF PORTOLA VALLEY

## Meeting of the Town Council

### Wednesday, April 12 2023

### 7:00 P.M.

Jeff Aalfs, Mayor  
Sarah Wernikoff, Vice Mayor  
Judith Hasko, Councilmember  
Mary Hufty, Councilmember  
Craig Taylor, Councilmember

#### MEETING AGENDA

HISTORIC SCHOOLHOUSE - 765 Portola Road, Portola Valley, CA 94028

**Remote Public Comments:** Meeting participants are encouraged to submit public comments in writing in advance of the meeting. Please submit your comments using this [online form](#) by 1:00 PM on the day of the meeting. Time permitting, your correspondence will be uploaded to the website. All received questions will be forwarded to Council, Commission, or Committee members for consideration during the meeting and included in the public record. Additionally, technology permitting, the public body will take questions using the Raise Hand button for those who attend the meeting online or by phone. Phone callers may provide comments by pressing \*9 on your phone to "raise your hand" and \*6 to mute/unmute yourself. The meeting Chair will call on people to speak by the phone number calling in. Remote participation is provided as a supplemental way to provide public comment, but this method does not always work. The public is encouraged to attend in person to ensure full participation.

**Assistance for People with Disabilities:** In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Town Clerk at (650) 851-1700 or by email at [towncenter@portolavalley.net](mailto:towncenter@portolavalley.net). Notification 48 hours prior to the meeting will enable the Town to make reasonable arrangements to ensure accessibility to this meeting.

Mary Hufty will be attending the meeting remotely at the following public location:

Business Center  
Grand Wailea Maui  
3850 Wailea Alanui Drive Kihei HI 96753

#### VIRTUAL PARTICIPATION VIA ZOOM

To access the meeting by computer:

<https://us06web.zoom.us/j/86207486251?pwd=R3oyY2k0aWs1NzQ1VmZKQ0lrNW9Zdz09>

**Webinar ID:** 862 0748 6251

**Passcode:** 242895

To access the meeting by phone:

1-669-900-6833 or 1-888-788-0099 (toll-free)

Mute/Unmute – Press \*6 / Raise Hand – Press \*9

#### 1. CALL TO ORDER

#### 2. ORAL COMMUNICATIONS

Persons wishing to address the Town Council on any subject may do so now. Please note, however, that the Council is not able to undertake extended discussion or action tonight on items, not on the agenda.  
*Speakers' time is limited to three minutes*

#### 3. CONSENT AGENDA

- a. Approval of Minutes – Action Minutes for March 29, 2023
- b. Approval of Warrant List – March 12, 2023

#### 4. REGULAR AGENDA

- a. Interview and select Executive Search firm for Town Manager recruitment
- b. Accept nomination of Gary Nielsen for the “Founders Award for Lifetime Contributions to the Town of Portola Valley”

#### 5. COUNCIL LIAISON COMMITTEE AND REGIONAL AGENCIES REPORTS

Oral and written reports arising out of liaison appointments to both in-town and regional committees and initiatives. *The Town Council does not take action under this agenda item.*

April 12, 2023

Page **2** of **2**

**6.TOWN MANAGER UPDATE**

**7.ADJOURNMENT**

The next Regular Town Council meeting will be held on April 26, 2023 at 7:00 p.m.



# TOWN OF PORTOLA VALLEY

## Special Meeting of the Town Council

**Wednesday, March 29, 2023**

**7:00 P.M.**

**Jeff Aalfs**, Mayor  
**Sarah Wernikoff**, Vice Mayor  
**Judith Hasko**, Councilmember  
**Mary Hufty**, Councilmember  
**Craig Taylor**, Councilmember

### MINUTES

- 1. CALL TO ORDER** Mayor Aalfs, Vice-Mayor Wernikoff and Councilmembers Hasko, Hufty, Taylor and were present.

- 2. ORAL COMMUNICATIONS**

The following members of the public spoke during Oral Communications:

- Rob Jack.
- Rita Comes I
- Kristi Corley
- Randy True
- Wilson Farrar –

- 3. PUBLIC HEARING**

- a. **Adoption** of Resolutions 1) Adopting the Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for Housing and Safety Elements Update and Conforming General Plan and Zoning Amendments; and 2) Adopting Proposed Housing Element and Conforming General Plan Amendments

Presentation from Planning and Building Director Laura Russel and Senior Planner Adrienne Smith  
Additional Information provided by Fire Marshall. Don Bullard

The following members of the public spoke regarding the item:

- Rita Comes
- Karen Askey
- Dr. Martin Miller
- Dale Pfau
- Craig Eckstein-
- Ron Eastman
- Bob Turcott
- Nan Shostak
- Gene Chaput
- Leslie Kriese
- Greg ( no last name provided)
- Nicolas Targ
- Rusty Day
- Dave Evens
- Kristy Corley
- Wilson Farrar
- Majda Jones
- Lara Cone
- Peter ( no last name provided)

The vote was taken on each resolution

- 1) Adopting the Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for Housing and Safety Elements Update and Conforming General Plan and Zoning Amendments;

Council member suggested minor changes the changes to fire marshal memo. **Motion carried 3-0-2 with** Councilmember Hasko and Hufty abstaining

- 2) Adopting Proposed Housing Element and Conforming General Plan Amendments.

**Motion failed 2-3**

**Continue hearing to May 10**

**4. ACTION ITEMS**

- a. **Approval** of Employment Agreement with Howard Young for Interim Town Manager and Authorization of Budget Amendment for Additional Consulting Services

The following members of the public spoke regarding the item:

- Rita Come
- Kristi Corley
- Jerrie Welch.

**Motion carried 5-0**

**5. COUNCIL LIAISON COMMITTEE AND REGIONAL AGENCIES REPORTS**

Oral and written reports arising out of liaison appointments to both in-town and regional committees and initiatives. *The Town Council does not take action under this agenda item.*

**Item tabled until April 12, 2023 meeting**

**6. ADJOURNMENT**

The meeting adjourned at 1:11 AM

The next Regular Town Council meeting will be held on April 12, 2023 at 7:00 p.m.

## Check Register

Check Number	Vendor Number	Vendor Name	Check Amount	Check Date	BW	Check Type
<b>Checks for Cash Account: 910-11011-000</b>						
3014	3	A-A LOCK & ALARM INC	131.41	04/12/23		
3015	44	BANK OF AMERICA	4,840.75	04/12/23		
3016	78	CALIFORNIA WATER SERVICE CO	2,216.50	04/12/23		
3017	121	SCA OF CA, LLC	1,782.06	04/12/23		
3018	124	COMCAST	186.47	04/12/23		
3019	127	CONTEMPORARY ENGRAVING CO.	84.53	04/12/23		
3020	129	COTTON SHIRES & ASSOC. INC.	64,101.17	04/12/23		
3021	135	CSG CONSULTANTS INC	15,970.50	04/12/23		
3022	176	EXCEL LD	23.92	04/12/23		
3023	201	GRANITE ROCK COMPANY	1,490.30	04/12/23		
3024	203	GREEN HALO SYSTEMS	114.00	04/12/23		
3025	213	HILLYARD INC	136.66	04/12/23		
3026	218	MISSIONSQUARE RETIREMENT	25,399.24	04/12/23		
3027	234	J. W. ENTERPRISES	542.88	04/12/23		
3028	245	JEANNIE GOLDMAN	3,547.00	04/12/23		
3029	251	JETMULCH INC	4,005.57	04/12/23		
3030	262	JORGENSEN SIEGEL MCCLURE & FLE	28,206.25	04/12/23		
3031	267	KARI CHINN	897.70	04/12/23		
3032	275	KRUPKA CONSULTING	2,912.50	04/12/23		
3033	295	LYNX TECHNOLOGIES INC	525.00	04/12/23		
3034	305	MATT KING	83.14	04/12/23		
3035	337	O. NELSON & SON INC.	7,410.40	04/12/23		
3036	367	PG&E	1,209.21	04/12/23		
3037	373	PITNEY BOWES INC.	90.77	04/12/23		
3038	375	PLATINUM FACILITY SERVICES	4,936.68	04/12/23		
3039	380	PURCHASE POWER	500.00	04/12/23		
3040	437	SMALL BUSINESS BENEFIT PLAN TR	2,759.90	04/12/23		
3041	445	STANDARD INSURANCE CO.	572.52	04/12/23		
3042	448	STATE COMP INSURANCE FUND	3,932.00	04/12/23		
3043	449	STATE CONTROLLERS OFFICE	1,397.97	04/12/23		
3044	485	US POSTMASTER	3,000.00	04/12/23		
3045	489	VERIZON WIRELESS	482.21	04/12/23		
3046	507	WOODSIDE PRIORY	14.34	04/12/23		
3047	534	METROPOLITAN TRANS COMMISSION	3,000.00	04/12/23		
3048	642	CYBERTARY.COM	765.90	04/12/23		
3049	697	CYNTHIA ROWE	600.00	04/12/23		
3050	698	MIA DIGIOVANNI	600.00	04/12/23		
3051	704	ROBERT NORDGREN	1,985.75	04/12/23		
3052	729	TOWNSEND MANAGEMENT INC	1,288.00	04/12/23		
3053	803	CODA TECHNOLOGY GROUP	870.00	04/12/23		
3054	847	LISA WISE CONSULTING	1,133.75	04/12/23		
3055	860	STEPFORD	4,668.81	04/12/23		
3056	914	UNITED MECHANICAL INC	2,480.76	04/12/23		
3057	949	PINPOINT TALENT, LLC	1,980.00	04/12/23		
3058	963	JULIO ESCOBAR	3,000.00	04/12/23		

## Check Register

Check Number	Vendor Number	Vendor Name	Check Amount	Check Date	BW	Check Type
3059	967	AIA SAN MATEO COUNTY	1,000.00	04/12/23		
3060	968	FABIO BENEDETTI	12,862.25	04/12/23		
3061	969	SALLY SHIMADA-LEE	1,000.00	04/12/23		
3062	970	TERREMOTO	1,533.81	04/12/23		
3063	971	JENSEN LANDSCAPE CONTRACTOR	10,279.00	04/12/23		
3064	972	THE DAVEY TREE EXPERT COMPANY	8,147.00	04/12/23		
3065	973	FENG LEE	1,000.00	04/12/23		
3066	974	JG UNIVERSAL LANDSCAPE	970.00	04/12/23		
3067	975	UNIQUE POOLS	2,088.20	04/12/23		
3068	976	TOWN OF PORTOLA VALLEY	171.00	04/12/23		
3069	977	LORAL LANDSCAPING INC	6,030.00	04/12/23		

Check totals:

250,957.78

ACH totals:

EFTPS totals:

Wire transfer totals:

Payment Manager totals:

GRAND TOTALS

250,957.78

Check totals:

250,957.78

ACH totals:

EFTPS totals:

Wire transfer totals:

Payment Manager totals:

GRAND TOTALS

250,957.78

Check Date	Check Number	Specified Information	Net check Amount	Total Invoices Paid	Invoice Number
04/12/23	3014	A-A LOCK & ALARM INC Keys for School House	131.41	131.41	6894
	3015	BANK OF AMERICA January Statement	4,840.75	4,840.75	1388-JAN23
	3016	CALIFORNIA WATER SERVICE CO Water Service 02/10/23 - 03/10/23	2,216.50	2,216.50	FEB-2023
	3017	SCA OF CA, LLC February Litter/Street Clean	1,782.06	1,782.06	105472CS
	3018	COMCAST WIFI-03.21.2023-04.20.2023	186.47	186.47	1945-APRIL23
	3019	CONTEMPORARY ENGRAVING CO. Nameplates for Krashinsky and Lynda Brothers	84.53	84.53	6335
	3020	COTTON SHIRES & ASSOC. INC. February Applicant Charges, PV Safety Element & PW Inspect. December Applicant Charges, PV Safety Element & PW Map Site	64,101.17	19,521.79 44,579.38	2023-FEB 2022-DEC
	3021	CSG CONSULTANTS INC February Applicant Charges	15,970.50	15,970.50	FEB-2023
	3022	EXCEL LD February Telephone LD Service	23.92	23.92	1196001577
	3023	GRANITE ROCK COMPANY Road Surface Materials	1,490.30	1,490.30	2080126
	3024	GREEN HALO SYSTEMS March Hosting-Access	114.00	114.00	4162
	3025	HILLYARD INC Janitorial Supplies	136.66	136.66	605055723
	3026	MISSIONSQUARE RETIREMENT Defer Comp, March 2023 C.Rodas Contribution in-Lieu of Admin Leave L. Russell Contribution per Comp Plan Catch-up	25,399.24	10,599.24 4,800.00 10,000.00	MARCH-2023 03182023 03132023
	3027	J. W. ENTERPRISES Portable Lavs 02/09/23 - 03/08/23	542.88	313.44	248685

Check Date	Check Number	Specified Information	Net check Amount	Total Invoices Paid	Invoice Number
04/12/23	3027	Portable Lavs 02/09/23 - 03/08/23	542.88	229.44	248686
Vendor:	245	JEANNIE GOLDMAN			
	3028	Winter 2023 Classes	3,547.00	3,547.00	WINTER- 2023
Vendor:	251	JETMULCH INC			
	3029	Wood Chips/Installation at the Town Center Playground	4,005.57	4,005.57	20951-0L
Vendor:	262	JORGENSEN SIEGEL MCCLURE & FLE			
	3030	February Statement	28,206.25	28,206.25	FEB-2023
Vendor:	267	KARI CHINN			
	3031	Reimbursement - Plants and Cards for Jeremy and Melissa Reimbursement for CAPIO Conference Registration	897.70	247.70 650.00	FRRS-23-9 FRRS-23-10
Vendor:	275	KRUPKA CONSULTING			
	3032	On-Call Traffic & Transportation - July 1 - August 18 2022	2,912.50	2,912.50	1351
Vendor:	295	LYNX TECHNOLOGIES INC			
	3033	February Maintenance/GIS Services/Parcel Updates	525.00	525.00	9823
Vendor:	305	MATT KING			
	3034	Reimbursement for WHRM - Rakes	83.14	83.14	12112022
Vendor:	337	O. NELSON & SON INC.			
	3035	Emergency Storm Declaration- Alpine Rd	7,410.40	7,410.40	243
Vendor:	367	PGSE			
	3036	February Statements	1,209.21	1,209.21	FEB-2023
Vendor:	373	PITNEY BOWES INC.			
	3037	E-Z Sealing Solution for Mailing	90.77	90.77	1022735677
Vendor:	375	PLATINUM FACILITY SERVICES			
	3038	March Janitorial Svcs March Friday Disinfection Svcs- COVID 19	4,936.68	4,488.67 448.01	46165 46166
Vendor:	380	PURCHASE POWER			
	3039	Postage Meter	500.00	500.00	7931-MARCH23
Vendor:	437	SMALL BUSINESS BENEFIT PLAN TR			
	3040	April Dental/Vision	2,759.90	2,759.90	APRIL-2023
Vendor:	445	STANDARD INSURANCE CO.			

Check Date	Check Number	Specified Information	Net check Amount	Total Invoices Paid	Invoice Number
04/12/23	3041	LTD/Life Premium	572.52	572.52	2023-MARCH
Vendor:	448	STATE COMP INSURANCE FUND			
	3042	WC Premium, 03/19/2023-04/19/2023	3,932.00	3,932.00	1001375784
Vendor:	449	STATE CONTROLLERS OFFICE			
	3043	Annual Street Report 07/01/22 - 06/30/23	1,397.97	1,397.97	FALD-00003769
Vendor:	485	US POSTMASTER			
	3044	Replenish Town Bulk Mail Account Permit #581	3,000.00	3,000.00	PERMIT#581
Vendor:	489	VERIZON WIRELESS			
	3045	March Cellular	482.21	482.21	9930998186
Vendor:	507	WOODSIDE PRIORY			
	3046	302 Portola	14.34	14.34	PLN_USE0001-201
Vendor:	534	METROPOLITAN TRANS COMMISSION			
	3047	P-TAP Program Local Contribution	3,000.00	3,000.00	AR031286
Vendor:	642	CYBERTARY.COM			
	3048	February Transcription Services	765.90	765.90	4681
Vendor:	697	CYNTHIA ROWE			
	3049	Winter 2023 Classes	600.00	600.00	WINTER-2023
Vendor:	698	MIA DIGIOVANNI			
	3050	Winter 2023 Classes	600.00	600.00	WINTER- 2023
Vendor:	704	ROBERT NORDGREN			
	3051	Deposit Refund, 4 Portola Green	1,985.75	1,985.75	BLDR0108-2020-2
Vendor:	729	TOWNSEND MANAGEMENT INC			
	3052	2022-2023 Street Resurfacing Inspection Services	1,288.00	1,288.00	200221-02-23
Vendor:	803	CODA TECHNOLOGY GROUP			
	3053	Remote Support for Zoom, PC and Microphone Installation.	870.00	870.00	7167
Vendor:	847	LISA WISE CONSULTING			
	3054	Phase 2 Conceptual Site Plan-February	1,133.75	1,133.75	4466
Vendor:	860	STEPFORD			
	3055	Microsoft Office 365 Plan - December	4,668.81	28.00	2301009
		Microsoft Office 365 Plan - Migration Project		692.81	2301007

Check Date	Check Number	Specified Information	Net check Amount	Total Invoices	Invoice Number
				Paid	
04/12/23	3055	March IT Support and Microsoft Office 365 Plan	4,668.81	3,948.00	2301049
Vendor:	914	UNITED MECHANICAL INC			
	3056	Backflow leaking - Indoor Sprinkler and Ford Field Library- Boiler Inspection & Replacement of water regulators	2,480.76	627.82	75336
				1,852.94	75513
Vendor:	949	PINPOINT TALENT, LLC			
	3057	Temp Service, H. Singh 3/13/23 - 3/19/23	1,980.00	1,980.00	5761
Vendor:	963	JULIO ESCOBAR			
	3058	WHRMD Emergency Road Repair	3,000.00	3,000.00	03172023
Vendor:	967	AIA SAN MATEO COUNTY			
	3059	Facility Deposit Refund - Community Hall/Kitchen	1,000.00	1,000.00	PRCH-22-18
Vendor:	968	FABIO BENEDETTI			
	3060	Deposit Refund, 155 Meadowood Refund Inspection Fees/Permit Expired, 155 Meadowood	12,862.25	1,000.00	BLDR0044-2021
				11,862.25	BLDR0044-2021-2
Vendor:	969	SALLY SHIMADA-LEE			
	3061	140 Corte Madera	1,000.00	1,000.00	BLDR0008-2023
Vendor:	970	TERREMOTO			
	3062	1360 Westridge	1,533.81	1,533.81	BLDR0198-2021
Vendor:	971	JENSEN LANDSCAPE CONTRACTOR			
	3063	Rossotti Field DG Replacement/Refresh	10,279.00	10,279.00	B2104-032023
Vendor:	972	THE DAVEY TREE EXPERT COMPANY			
	3064	Right of Way Tree Removal	8,147.00	8,147.00	917399420
Vendor:	973	FENG LEE			
	3065	Deposit Refund, 147 Crescent Ave	1,000.00	1,000.00	BLDR0013-2022
Vendor:	974	JG UNIVERSAL LANDSCAPE			
	3066	Deposit Refund, 5050 Alpine	970.00	970.00	BLDR0003-2021
Vendor:	975	UNIQUE POOLS			
	3067	Deposit Refund, 14 Buck Meadow	2,088.20	2,088.20	BPLR0006-2021
Vendor:	976	TOWN OF PORTOLA VALLEY			
	3068	Replenish Town's Transfer Acct/Monthly Bank Fees	171.00	171.00	02282023
Vendor:	977	LORAL LANDSCAPING INC			

Check Date	Check Number	Specified Information	Net check Amount	Total Invoices	Invoice Number
04/12/23	3069	Properties/ ROW Maintenance	6,030.00	6,030.00	84238
		Check Date Totals	250,957.78		
		Grand Total	250,957.78		

**TOWN OF PORTOLA VALLEY**  
**Warrant Disbursement Journal**  
**April 12, 2023**

Claims totaling \$250,957.78 having been duly examined by me and found to be correct are hereby approved and verified by me as due bills against the Town of Portola Valley.

Date \_\_\_\_\_  
Interim Town Manager

Motion having been duly made and seconded, the above claims are hereby approved and allowed for payment.

Signed and sealed this (Date) \_\_\_\_\_

Acting Town Clerk \_\_\_\_\_ Mayor \_\_\_\_\_



# Response to Request for Proposals for Executive Recruitment Services



March 24, 2023

Corie Stocker  
Interim Assistant Town Manager  
765 Portola Road  
Portola Valley, CA 94028

Via PDF/Email To: [cstocker@portolavalley.net](mailto:cstocker@portolavalley.net)

Dear Ms. Stocker,

Thank you for considering Peckham & McKenney for the Town of Portola Valley, Town Manager recruitment. I would be honored to represent the Town and Town Council in this important search.

As a boutique firm that specializes in recruitments for small and medium size communities in California, Peckham & McKenney is known for achieving successful and long-term placements. Among *many* strong attributes, these are four key reasons Cities choose us:

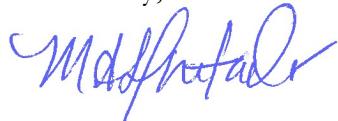
- We actively and personally search for and find candidates.
- We limit the number of concurrent searches in order to directly focus on serving our client.
- We prioritize communicating with our client and applicants to keep everyone informed.
- Your recruiter is personally and directly responsible for all aspects of the search and your one point of contact.

Our Peckham & McKenney team is comprised of retired municipal managers and directors who are passionate about the public sector. I am proud to be on the Peckham & McKenney team because the firm's values and priorities align with mine – to assist public agencies in furtherance of good government; to place quality above quantity; and to build long lasting relationships with those in the public service.

For this important position and search, I will serve as your Recruiter. Attached is a detailed proposal for conducting the search that includes information about our firm, process, timeline, resources, references, experience and fee. We charge a fixed, all-inclusive fee and for this search, we are proposing \$28,000, which I'd be pleased to discuss. I would also be pleased to participate in a Zoom interview to personally present and discuss our proposal. Upon being selected to conduct this important search, we would also be prepared to start immediately.

I am excited for the opportunity to implement the process leading to the successful placement of a candidate that “fits” your interests and the organization. Please feel free to call me at (831)-247-7885, if there are any questions.

Sincerely,



Maria A. Hurtado  
Executive Recruiter  
Peckham & McKenney  
[www.peckhamandmckenney.com](http://www.peckhamandmckenney.com)  
[maria@peckhamandmckenney.com](mailto:maria@peckhamandmckenney.com)

Enclosure:

Town of Portola Valley Town Manager Search Proposal  
City of Oakley, City Manager Sample Brochure  
City of Watsonville, City Manager Sample Brochure  
City of Seaside, City Manager Sample Brochure  
Proposed Changes to Professional Services Agreement (Red-lined)

*Peckham & McKenney*  
“All about fit”

**Town of Portola Valley**

**RECRUITMENT**

**PROPOSAL**

for

**Town Manager**

March 24, 2023



**Peckham & McKenney**

**EXECUTIVE SEARCH**

*Serving local governments (cities, counties, districts) by conducting  
recruitments and placing management and executive leaders that fit  
the personnel needs and interests of agencies.*

---

## TABLE OF CONTENTS

<u>WHY CHOOSE US?</u>	<u>2</u>
<u>EXPERIENCE</u>	<u>3</u>
<u>YOUR RECRUITMENT TEAM</u>	<u>5</u>
<u>THE SEARCH PROCESS AND SCHEDULE</u>	<u>7</u>
<u>COST OF SERVICES</u>	<u>9</u>
Cost of Services	
Process of Payment	
Insurance	
<u>GUARANTEE AND DIVERSITY</u>	<u>10</u>
Guarantee	
Diversity Statement	



## WHY CHOOSE US?

Peckham & McKenney focuses on *quality* searches and placements (over quantity) in recognition that each placement is "All about fit". Serving local government since 2004, we are one of the most trusted and respected executive recruitment firms in the country. We have successfully placed hundreds of local government professionals including City Managers, County Executive Officers, General Managers, Police and Fire Chiefs, Department Heads, Assistant Managers, and mid-level Managers. Time and again, we receive unsolicited compliments from clients and candidates

in reference to our integrity and high ethics, commitment, follow-through, communication, and service. We take pride in treating both our clients and candidates with utmost respect.



For more information, please visit our website at  
[www.PeckhamAndMcKenney.com](http://www.PeckhamAndMcKenney.com).



## OUR COMMITMENT TO YOU

Peckham & McKenney, by maintaining the quality, style, values and culture established by Bobbi Peckham and Phil McKenney, performs on the premise that an executive search firm must be dedicated to providing its clients and candidates with professional and responsive service, and a personal, hands-on approach. Our business philosophy is founded on the understanding that we are in a "people" related industry and that attention to others' needs is the key to providing effective customer service.

- **We believe in honesty.** No client should ever appoint an individual without being fully knowledgeable of the candidate's complete background and history. Additionally, no candidate should ever enter into a new career opportunity without full disclosure of any organizational "issues."
- **We keep everyone involved in the recruitment process informed.** Not only do we provide regular updates to our clients, we also have a reputation for keeping our candidates up to date.
- **We do not recruit staff from our client agencies** for another recruitment during an active engagement, nor

do we "parallel process" a candidate, thereby pitting one client against another for the same candidate.

- **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. If they become a finalist, we ask that they speak to their supervisor to alert them of their intent.
- **We are retained only by cities, counties and special districts.** We are not retained by applicants or non-governmental agencies.
- **We do not over commit ourselves to too many searches.** Your recruiter maintains a small, limited number of concurrent searches at all times in order to focus specifically and diligently on recruiting qualified candidates for your vacancy.
- **We commit to diversity in its broadest possible definition in every aspect of each executive recruitment.** Peckham & McKenney has a well established reputation of placing women and people with diverse backgrounds.

## EXPERIENCE



With our recruitment team that solely consists of retired City Managers, Assistant City Managers, Police Chiefs and Department Heads, and our expert support team, Peckham & McKenney brings more experience and knowledge of local government and executive search than any other California recruiter. Just a few of our recent recruitments related to your search for a Town Manager have been for:

- Portola Valley, Town Manager (2015)
- City of Oakley, City Manager (2021)
- City of Watsonville, City Manager (2022)
- City of Seaside, City Manager (2022)
- City of Hayward, Assistant City Manager (2021)
- City of Brentwood, Assistant City Manager (2021)
- City of Hollister, Assistant City Manager (2022)

Please don't hesitate to contact these agencies as well as our large list of current and former clients on our website ([here](#)); they will attest to our quality of service, on-going communication throughout the process, personal and direct outreach and sourcing of candidates, quality applicant pool, written materials and interview facilitation.

As an ambassador of our clients, Peckham & McKenney is also known for maintaining ongoing communications with our applicants throughout the search process, treating every applicant with respect, and appropriately informing candidates to support their best effort. The numerous compliments we have received from applicants fairly illustrate this reputation.

### Comfortable and Professional Experience

"I'd like to thank you again for your support and guidance throughout the recruitment and selection process. It was a comfortable and professional experience, and I attribute a great deal of that to you. It's my hope that our professional paths may cross again in the future." **Candidate**

### Straightforward, Friendly, and Humane Recruitment Process

"I wanted to let you know what a terrific job I thought you and Peckham & McKenney did on the recruitment. It was absolutely the most straightforward, friendly, and humane recruitment process I've ever participated in. And I would feel the same way even if the outcome was not successful for me." **Candidate**

### **It really has been, “All about fit!”**

“From the construction of the colorful candidate profile, to being responsive to phone calls, texts and my questions, I have been thoroughly impressed with the professionalism and approach of Peckham & McKenney. Maria Hurtado and Joyce Johnson have been the team that have shepherded my application through the municipal hiring processes, and I can speak highly for both of them. Should I need a recruiter to help fill a critical position in my new city, I will be calling on Maria Hurtado and Peckham & McKenney. And, by the way, it really has been, “All about fit!” **Candidate**

### **You Made Me Feel So Comfortable**

“This is my first time working with a recruiting company, and I’m so happy for having the opportunity to work with your company, wow! I truly enjoyed the process! Your interview skills are amazing! You made me feel so comfortable and I felt like I was just talking shop with a longtime friend. Thanks for the personal touch that you include in your job, I believe that this is what makes your firm so desirable and successful.” **Candidate**

Testimonials from clients and candidates are at <https://www.peckhamandmckenney.com/testimonials>.

Please feel free to contact any of the following current and recent clients to inquire about their experience with Peckham & McKenney.

#### **City of Oakley, City Manager (2021)**

Derek Cole, City Attorney  
(916) 212-7387; [CityAttorney@ci.oakley.ca.us](mailto:CityAttorney@ci.oakley.ca.us)

#### **City of Seaside, City Manager (2022)**

Mayor Ian Oglesby  
(831) 277-6379; [ioglesby@ci.seaside.ca.us](mailto:ioglesby@ci.seaside.ca.us)

#### **City of Watsonville, City Manager (2022)**

Nathalie Manning, Deputy City Manager  
(831) 325-6379; [Nathalie.manning@cityofwatsonville.org](mailto:Nathalie.manning@cityofwatsonville.org)

#### **City of Hayward, CA – Assistant City Manager (2021)**

Kelly McAdoo, City Manager  
(510) 583-4305; [Kelly.mcadoo@hayward-ca.gov](mailto:Kelly.mcadoo@hayward-ca.gov)

#### **City of Brentwood, CA – Assistant City Manager (2021)**

Tim Ogden, City Manager, or  
Sukari Beshears, Human Resources Director  
(925) 864-8212 or (925) 516-5131  
[togden@brentwoodca.gov](mailto:togden@brentwoodca.gov)  
[sbeshears@brentwoodca.gov](mailto:sbeshears@brentwoodca.gov)

## YOUR RECRUITMENT TEAM

### Our Approach

With every Peckham & McKenney recruitment, your Recruiter has the entire Peckham & McKenney team of Recruiters and administrative personnel for backup, support, collaboration, and sourcing. *However*, when you retain Peckham & McKenney, *your Recruiter* serves as your single point of contact throughout the entire search process and is fully responsible for its success. Moreover, in order to fully focus on your search and finding applicants that fit with the ideal candidate you are seeking, your Recruiter also maintains no more than 6 active searches.

The Executive Recruiter for you in this search is Maria Hurtado.



*Peckham & McKenney Team*

### Maria Hurtado, Executive Recruiter, Peckham & McKenney Executive Search

Maria worked in local government for over 23 years. Before retiring, Maria served as the Assistant City Manager for the City of Hayward, California and numerous other positions with the Cities of Oxnard, Tracy, and San Jose, California among others. Maria served as the Vice President on the International City/County Management Association Board of Directors and is a member of Municipal Management Association of Northern California (MMANC) and the Local Government Hispanic Network. She is the recipient of the MMANC West McClure Outstanding Assistant Award and CalCities Assistant City Manager of the Year award. Maria received her Bachelor of Arts degree in Sociology from the University of California in Santa Cruz and thereafter a Master's degree in Social Work from San Jose State University.



Maria is supported by the following [team](#).

### 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.

**Tayler Bergstrom, Research Assistant**

Tayler Bergstrom joined Peckham & McKenney in 2022 and currently serves as a Research Associate. Tayler is currently pursuing a PhD at UCLA where she worked previously as a lab manager overseeing various research projects. Prior to that, Tayler graduated from UC San Diego with a Bachelor of Science degree in Psychology.

**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.

# Peckham & McKenney

## "All about fit"

### THE SEARCH PROCESS AND SCHEDULE

Peckham & McKenney is committed to finding the best fit for your position. Our process is 12 to 14 weeks and generally involves the following phases:

**PROJECT ORGANIZATION (PRE-RECRUITMENT)** – We will meet to discuss the search timeline, process and logistics for conducting a successful search.

**DEVELOPMENT OF THE CANDIDATE PROFILE (2 WEEKS)** – We will meet with agency members to listen to specific expectations of the position; learn the background and experiences desired in the ideal candidate; and understand the organizational culture and interests to create an attractive Candidate Profile marketing brochure.

**RECRUITMENT (4 TO 6 WEEKS)** – Our main focus in outreach will be direct, personal contact with quality potential candidates. Additionally, ads will be placed in industry publications and social media to broadly market the opportunity. Our client agency is continuously updated on our progress.

**SUPPLEMENTARY REVIEW (2 WEEKS)** – Upon our review of the resumes received, supplemental questionnaires will be sent to candidates who appear in most alignment with the Candidate Profile. Following a thorough review of the supplemental questionnaires, we will conduct preliminary telephone interviews. Internet research will also be conducted so that we may probe the candidate regarding any areas of concern.

**RECOMMENDATION OF CANDIDATES/SELECTION OF FINALISTS (1 WEEK)** – A report will be provided to the agency that includes, among a variety of documents, a full listing of all candidates for review and the materials submitted by candidates recommended for an interview.

**INTERVIEW PROCESS (2 WEEKS)** – Your recruiter will facilitate the interview process, inclusive of an orientation session at the beginning, and a discussion of candidates at the end.

**QUALIFICATION (1 WEEK)** – Once a finalist is selected, a reference check and thorough background check will be conducted. Assistance with negotiating compensation will also be provided.

## SEARCH SCHEDULE

In today's competitive recruiting environment, our goal is to make the process as efficient and effective as possible. This sample search schedule reflects a 13-week recruitment process but can be tailored to achieve the desires of the Town.

Activity	Proposed Schedule	Time Frame
<b>Project Organization</b> ✓ Conference call to discuss Search Timeline, Process and Logistics	Pre-Recruitment	
<b>Development of Candidate Profile</b> ✓ Virtual Meeting #1 w/Client to discuss Candidate Profile ✓ Listen to Specific Expectations of Position ✓ Learn Background and Experiences desired in Ideal Candidate ✓ Develop Marketing Brochure and Obtain Client Approval ✓ Develop Advertising and Recruiting Plan	April 19 – May 3, 2023	Two Weeks
<b>Recruitment</b> ✓ Recruiter focuses on Direct & Personal Outreach with Quality Potential Candidates ✓ Advertise, Network, and Electronically Post/Distribute Candidate Profile Up to 500 Identified Industry Professionals ✓ Post Opportunity on Firm's Website ✓ Respond to all inquiries and acknowledge all Resumes received within 48 hours ✓ Client will be Updated on Outreach Status and Progress	May 3 – Jun. 14, 2023	Six Weeks
<b>Preliminary Interviews</b> ✓ Recruiter Screens Resumes and Conducts Preliminary Internet Research on Candidates for any Areas of Concern ✓ Identify Leading Candidates and Request Supplemental Questionnaires ✓ Conduct Preliminary Phone Interviews with Leading Candidates	Jun. 15 – Jun. 29, 2023	Two Weeks
<b>Recommendation of Candidates/Selection of Finalist(s)</b> ✓ Provide Client with Recommended Candidates Packet ✓ Virtual Meeting #2 to Provide Overview of Recommended Candidates ✓ Client Selects Finalist Candidate(s) for Finalist Interview Process ✓ Recruiter Notifies all Candidates of Status in Recruitment Process	July 6, 2023 <i>(Special Closed Session)</i>	One Week
<b>Finalist Interview Process</b> ✓ Facilitate Panel Interviews for Client ✓ Recruiter will Provide Orientation Session prior to Interviews and Debrief Session after the Interviews ✓ Assist Client throughout Process and Provide Recommendations ✓ Client Selects Candidate or Leading 2-3 Candidates for Further Consideration ✓ Client Conducts Second Interview Process	July 13, 2023 <i>(Special Closed Session)</i>	One Week
<b>Qualification</b> ✓ Conduct Background and Reference Checks on Selected Candidate ✓ Provide Employment Agreement Negotiation Assistance, if desired by Client	By July 21, 2023	One Week

At the conclusion of the process, we kindly request that any written public announcement/press release of the appointment attribute the recruitment to Peckham & McKenney Executive Search.

## COST OF SERVICES

The fee to conduct the entire search process for your next Town Manager is \$28,000.

Peckham & McKenney is unique among recruiting firms for several reasons including having a fixed all-inclusive fee. We have found that an all-inclusive fee for the search process is simpler, cost-effective, and efficient.

The all-inclusive fee above includes professional fees and expenses (out-of-pocket costs associated with advertising, Recruiter travel, administrative support / printing / copying / postage / materials, telephone / technology, internet research checks on recommended candidates, and full background check on selected finalist only). For services not specified herein, we will discuss your interests and an appropriate fee.

### PROCESS OF PAYMENT

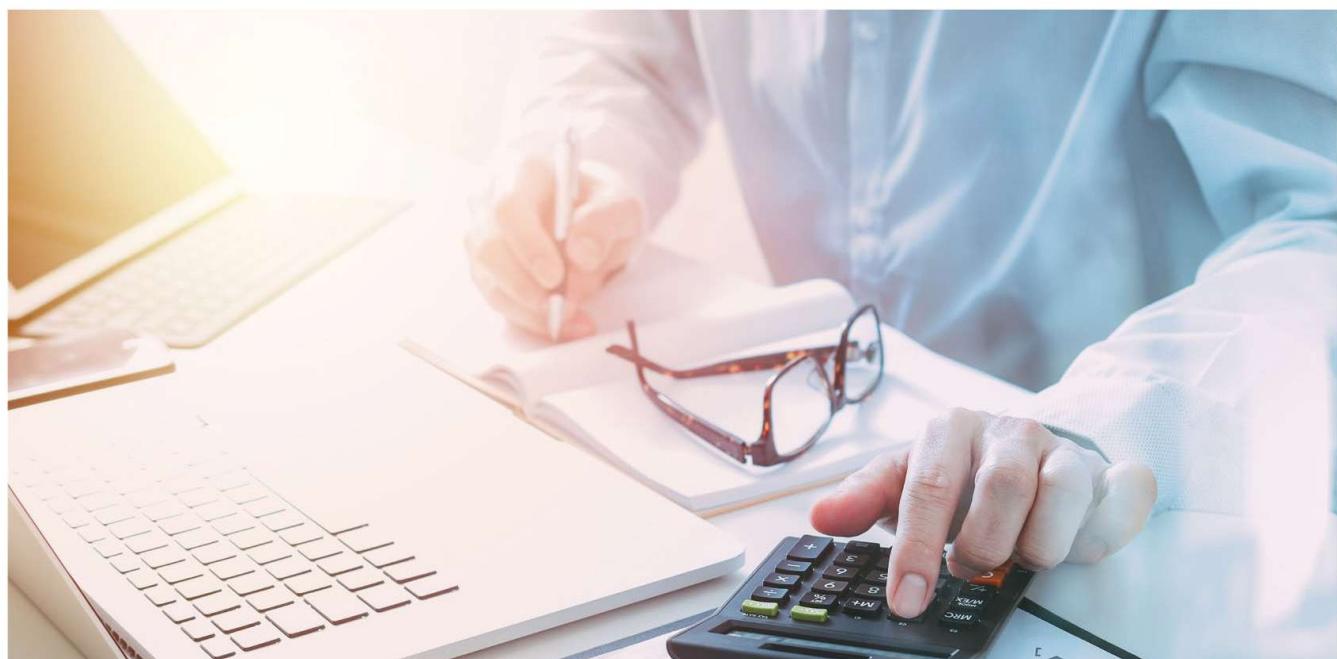
One-third of the all-inclusive fee is due as a retainer upon execution of the agreement. This retainer covers upfront and necessary expenses incurred by Peckham & McKenney on the City's behalf for the preparatory work and advertising. If the retainer is not received by Peckham & McKenney within 30 days 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 1 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 2 months from contract execution, and it is due within 30 days following the invoice date.

### AGREEMENT

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

### INSURANCE

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.



## **GUARANTEE**

*We are pleased to share that the Peckham & McKenney success and placement record are particularly strong. We are confident that our recruitment process will result in a quality candidate that will stay in your employment.*



### **OUR GUARANTEE:**

- We will connect with you and our placement in 6 months and 1 year after the appointment to check-in.
- We will conduct a second search within 6 months of our search process if a candidate is not placed.
- If the placement vacates the position within 1 year from the date of accepting the offer (external candidates only and except in the event of budgetary cutbacks, promotion, position elimination, or illness/death, etc.), we agree to conduct a second search within 6 months of the vacancy.

Recognizing the current market for finding competent and successful executives and the changes in strategy that would be needed for a second search, the cost of a second search will be equal to the fee for conducting the original search.

## **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.

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 of our recruitments.

For over 30 years, founder Bobbi Peckham has been a champion of women seeking executive leadership positions within local government.

With our diverse team of Recruiters, Peckham & McKenney supports, promotes and advocates for diversity in the recruitment and hiring processes. In addition to our outreach methods, Peckham & McKenney routinely advertises with the National Forum of Black Public Administrators (NFBPA), Local Government Hispanic Network (LGHN) and CivicPRIDE as well as the National Diversity Network to ensure 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



*Peckham & McKenney*  
“All about fit”



**PECKHAM  
&  
MCKENNEY**  
EXECUTIVE SEARCH

**City Manager**  
**CITY OF OAKLEY, CALIFORNIA**

## THE COMMUNITY

The City of Oakley, incorporated in July 1999, is one of California's youngest cities. Residents enjoy a charming area with an abundant housing supply, quality schools, and a friendly atmosphere that truly makes Oakley "A Place for Families in the Heart of the Delta." Oakley is located in Eastern Contra Costa County, along Highway 4, in a corridor that also includes the cities of Pittsburg, Antioch and Brentwood, with proximity to the Mount Diablo State Recreation Area, California San Joaquin Delta, a fishing and boating paradise.

Today, a landscape of gently rolling fields, orchards, and vineyards gives us a glimpse of Oakley's agricultural past. From a quiet Delta farming town, Oakley has blossomed into a growing community of landscaped parks, abundant recreational opportunities, shopping centers, and planned business and commercial development. Oakley's 42,895 residents enjoy a safe, progressive community that is rich in history, supports strong family values, and offers a high quality of life. Oakley was ranked as one of the safest cities in California in 2020.

Our residents take pride in being part of a City that is building a prosperous future for generations to come. The new Contra Costa Logistics Center

that continues construction in Oakley will include nearly 2 million square feet of light industrial building space and is expected to bring 2,100 jobs to the community. This regional hub of e-commerce industry will certainly help this rapidly growing community continue to prosper. The City's leadership is working to maintain Oakley's small-town character while strongly encouraging the development of new industries to employ the growing local workforce.

## THE ORGANIZATION

The City operates under the Council-Manager form of government. The five members of the City Council are elected in November of even-numbered years to serve four-year terms on the City Council. The Mayor and Vice Mayor are selected at the first meeting in December by the City Council to serve one-year terms. The City Council appoints the City Manager who serves as chief executive of the organization.

The citywide projected revenues for Fiscal Year 2021-2022 is estimated at \$61 million, with projected expenditures of just over \$71 million, mostly due to the increase in one-time capital improvement projects as well as the funding for the American Rescue Plan Act, and has a total of 102 full time equivalent (FTE's).

The City Manager serves as Chief Executive Officer of the City of Oakley and is responsible for the operational activities of City departments and divisions under the policy direction of the City Council. The City Manager's Office monitors the progression of the **Strategic Plan**, provides professional recommendations to the City Council, meets with resident groups to resolve concerns, administers the City's human resources function and facilitates the **You, Me, We = Oakley Program**.

The City of Oakley values quality customer service, teamwork, professionalism, community input and a proactive approach to solving community issues, honesty and integrity, a positive and encouraging environment, and fiscal responsibility. The strategic focus areas include (1) public Safety, (2) business growth & downtown revitalization, (3) Planned, quality growth, (4) community infrastructure and traffic safety, (5) parks, streetscapes & recreational opportunities, (6) community outreach, communication & participation, and (7) financial sustainability & operational excellence.

Some key focus areas for this coming year include exploring alternative revenue-generation strategies post pandemic, general plan and zoning updates, leading the Council and community through a planning process to prioritize the \$10M of state ARP funding, negotiations with POA, team-building with the Executive Team, evaluating community engagement and Council relations.

To learn more about the City of Oakley, please visit <https://www.ci.oakley.ca.us>

## THE POSITION

The City Manager reports to and receives direction from the City Council. While upholding the ethics, tenants and principles of public administration and professional city management, it is expected that the City Manager will implement the City



# *Peckham & McKenney* “All about fit”

Council's policies, goals and objectives, manage the City's day-to-day operations, possess the courage, trust, leadership and experience to represent the organization, offer guidance, and present recommendations. With the City Manager, the City Council desires to move the City from good to excellent, and continue to be recognized as a role model among cities in the region.



The City Council seeks a candidate with integrity, command presence, passion for local government and public service, who can partner with and lead the executive team when implementing Council policies. The ideal candidate is honest, open-minded, inclusive, a good communicator and a team player, creative, innovative, approachable, a good listener, a collaborator and community builder, accessible and responsive.

As one of California's youngest cities, Oakley has maintained its agricultural history while blossoming into a growing community. The new City Manager will have an opportunity to lead the organization through planned quality growth and focus on branding what Oakley is and where it wants to be, focusing on communicating the benefits of living, working, shopping and playing in Oakley.

The new City Manager will be expected to prioritize fiscal management, be a visionary, build on opportunities for economic development, address resident and business concerns, and be

committed to service delivery through empowering and motivating staff, fostering new ideas, and embracing team work and collaboration, fairness and equity, inclusiveness and diversity. As such, the ideal candidate will:

- Develop and sustain credibility and trust.
- Care about the well-being of residents, businesses, and staff.
- Set the tone and vision for the City.
- Be appropriately visible throughout the community.
- Ensure the City's strategic plan moves forward in a prioritized fashion and within the parameters of existing resources.
- Value transparency.
- Have a coaching presence and take the time to explain the “why”.
- Facilitate dialogue and decision making among the City Council.
- Be a “hands on” and team-oriented leader.
- Be prudent, wise, and thoughtful.
- Maintain and enhance Council relations.
- Introduce fresh, new, innovative ideas while taking the time to understand Oakley's history.
- Support a work/life balance and positive work environment.
- Expect and model integrity, professionalism and leadership.
- Work effectively with all elected officials.
- Be equitable and fair when communicating with City Council members.
- Provide reasoned, justified and thoughtful recommendations and guidance.

- Be politically astute and intuitive while being apolitical.

- Be visible; attend events and festivals and be participative in the community, as appropriate.

- Learn from others, listen for opportunities, anticipate issues, and proactively problem-solve.

- Embrace input and dialogue.

The community of Oakley stated, via a Community Survey, that they want a City Manager that is a strong manager of people and resources, has a strong financial understanding, a commitment to inclusive leadership, is an innovator/creative/visionary, has a collaborative style, both inside City Hall and with the public, integrity, is an excellent communicator, is approachable/accessible, and is goal and solutions-oriented.

Candidates with a commitment to “high touch” customer service, economic development, community engagement, strong administrative and leadership experience, knowledge, and skills serving in a comparable size community



as City Manager, Assistant/Deputy City Manager or Department Head are ideal candidates. Minimum qualifications include a Bachelor's degree from an accredited college or university with major course work in public administration, business administration, economics, or related field and ten years of progressively responsible experience in municipal government including five years of management and administrative experience is required. A Master's degree is highly desirable.

## THE COMPENSATION

The current annual salary is up to \$251,436 and is currently under review. Final salary will commensurate with experience, education, skills and background. The City provides a competitive executive level benefits package, which include:

**RETIREMENT:** The City participates in CalPERS; Classic Member PERS, 2% @ 60 with City paid employer and employee share of contributions. These contribution amounts are subject to change. New Member PERS, 2% @ 62, employees pay employee contribution.

**SOCIAL SECURITY:** The City does not participate in Social Security, except for the mandatory payroll deduction for Medicare.

**HEALTH AND WELFARE:** The City offers HMO and PPO plans and

## SEARCH SCHEDULE

Filing Deadline.....	September 22, 2021
Preliminary Interviews .....	Oct. 1 - Oct. 6, 2021
Recommendation of Candidates .....	October 12, 2021
Finalists Interviews .....	October 26, 2021

These dates have been confirmed, and it is recommended that you plan your calendar accordingly.

provides up to \$1,735 per month toward the premium for health insurance coverage. (*If employee has existing group coverage, up to \$400 as cash-in-lieu*).

**DENTAL AND VISION:** Dental/Vision coverage for employee and family paid by the City.

**RETIREE HEALTH INSURANCE:** The City sponsors a mandatory Retirement Health Savings (RHS) Plan, in which employees contribute \$25 and the City \$10 per pay period.

**LIFE INSURANCE/AD&D:** \$100,000 term policy paid for by the City.

**LONG TERM DISABILITY:** up to a maximum monthly benefit of \$6,666.

**VACATION:** accrual of 80 hours per year initially, with incremental increases up to 200 per year

**ADDITIONAL LEAVE:** 95 hours per year (sick), 96 hours per year (management leave)

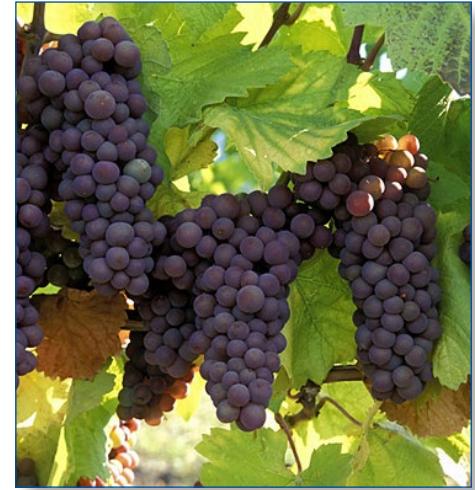
**HOLIDAYS:** 12 holidays

**DEFERRED COMPENSATION:** The City offers a match of up to 1% of base pay, in a 401(a) Plan or 457(b) Plan.

**AUTO ALLOWANCE:** \$400 per month

**CELL PHONE ALLOWANCE:** \$76 per month

**MODIFIED WORK SCHEDULE:** The City has a modified 9/80 schedule resulting in the 1st and 3rd Friday of the month being a regular day off.



## THE RECRUITMENT PROCESS

To apply for this exciting career opportunity, please submit your cover letter and resume (including month/year of employment) via our website:

Peckham & McKenney  
[www.peckhamandmckenney.com](http://www.peckhamandmckenney.com)

If you have any questions regarding this position or the recruitment process, please do not hesitate to contact Maria Hurtado at (831) 247-7885 or toll free at (866) 912-1919.

**PECKHAM**  
*&*  
**MCKENNEY**  
*EXECUTIVE SEARCH*  
[www.peckhamandmckenney.com](http://www.peckhamandmckenney.com)



*Peckham & McKenney*  
“All about fit”



**PECKHAM  
&  
MCKENNEY**  
EXECUTIVE SEARCH

**City Manager**  
**CITY OF WATSONVILLE, CALIFORNIA**

## THE COMMUNITY

Watsonville, California is located in beautiful Santa Cruz County, five miles inland from the scenic Monterey Bay. The City has a total population of 52,500 and a land area of nearly 6.2 square miles. The community is located just 26 miles from world famous Monterey and only 18 miles south of Santa Cruz. Watsonville's location is topped only by its ideal climate and rustic, small town charm of a close-knit community.

Watsonville and the Pajaro Valley boast pristine beaches and a Mediterranean climate. Miles of trails surround the wetlands of Watsonville. Adjacent to Watsonville, the Elkhorn Slough National Estuarine Reserve is one of California's last undisturbed coastal wetlands and provides numerous opportunities for spectacular year-round hiking and bird watching. Within Watsonville, the City Parks and Community Services Department operates 28 beautiful and well-maintained parks on 184 acres, utilized for both active recreational and leisure activities. The community offers a wide variety of opportunities for outdoor activities, including hiking, bicycling, and water sports.

Watsonville has a long tradition as an agricultural center. In the late 1800s, the

area harvested staple crops such as wheat and sugar beets. In 1868, Martinelli's Sparkling Apple Cider was founded and led the change for Watsonville to become a major food processing center. Agriculture has remained at the heart of the Pajaro Valley through today, boasting agricultural businesses such as Driscoll's and Martinelli's, which are known throughout the world.

Over the last several years, several light manufacturing firms have expanded Watsonville's economic base to include electronics, high-tech, marine supplies, and construction. Economic conditions in Watsonville are heavily influenced by agriculture and its role as an affordable housing alternative to more expensive housing in Santa Cruz and Monterey Counties. Watsonville is a proving ground for entrepreneurs and businesses from all types of industries and emerging technologies. Its central location, nestled between the Monterey Bay and the Santa Cruz Mountains, offers growing companies quick and easy highway access while avoiding daily traffic snarls. Watsonville is also served by several nearby institutions of higher learning, including the University of California, Santa Cruz; California State University, Monterey Bay; Cabrillo Community College; and Hartnell Community College.

The heart of Watsonville, however, is its Historic Downtown. It hosts an eclectic mix of old and new, where burgeoning local shop owners and national retailers share charming sidewalks, pocket parks, and historic facades. Downtown Watsonville is also home to a number of historic houses and commercial buildings designed by the famous Victorian Era architect, William Weeks. The larger buildings lining Main Street, constructed in the late 1800's and early 1900's, give downtown a traditional "Main Street USA" character.

To learn more about this dynamic city, visit the City of Watsonville's website at <https://cityofwatsonville.org/>

## THE ORGANIZATION

The City of Watsonville was incorporated in 1868 and operates under a locally approved City Charter. The Charter, first adopted in 1908, established a Council-Manager form of government.

The City Council appoints three positions: the City Manager, City Attorney, and City Clerk. The City Manager serves as the chief executive officer of the City and is responsible to the Council for the proper administration of all City affairs and the implementation of all policies established by the City Council. All department heads are appointed by the City Manager.

The City Council is elected on a non-partisan basis from seven electoral districts to four-year terms. Selections are staggered with four Council Members elected during one election and three Council Members elected in the following election two years later. The Mayor and Mayor Pro Tempore positions are rotated annually by Council District pursuant to a recently adopted Charter amendment. Council elections are held in even years in conjunction with State-wide general elections.

Watsonville is an engaged community with active public participation from all segments of the City. The City Council is



# *Peckham & McKenney* “All about fit”

served by several resident advisory bodies, including the Planning Commission, Personnel Commission, Parks and Recreation Commission, and Library Board of Trustees.

Watsonville is a full-service city, providing public safety, public works, parks and community services, library, and planning services. The City also has several enterprise operations, including



a municipal airport, solid waste, water, and wastewater. The City employs approximately 407 full-time equivalent positions and adopted a FY 2021/22 budget of \$184.1 million.

## THE POSITION

The City Council seeks a local government professional who will work collaboratively and respectfully with the City Council to implement the City Council’s policies, goals and objectives, manage the City’s day-to-day operations in collaboration with the Executive Team and staff, and possess the leadership ability and experience to offer Council and staff guidance and provide stability during this transitional period. Candidates with a service and inclusive leadership mindset, a passion for local government and public service, community-oriented, open-minded and who have a high sense of integrity, are encouraged to apply.

## THE IDEAL CANDIDATE

The City Council seeks an authentic leader, a good communicator who is open to different perspectives, and a good listener and one who can work effectively with the City Council, the community, the executive team and staff. The new City Manager will be engaged in the community, have a community presence, participating and/or be active in community events and social opportunities. This ideal candidate will be a convener of different perspectives and be committed to transparency; they will be a flexible and accountable leader who understands the unique character/spirit of Watsonville with regard to its diversity, geographic location, and opportunities for balanced growth.

The ideal candidate will have a strong knowledge base in economic development, financial management (including development of revenue generating strategies), land use policies, airport operations, utilities, and General Plan development and implementation. The ideal candidate will be committed to service delivery through empowering and motivating staff, fostering new ideas, and embracing team work, collaboration, inclusiveness and have a commitment to goals and values to address racial equity, diversity, and inclusion.

The new City Manager will be a visionary, address resident and business concerns, build on opportunities for economic development, and have creativity in tackling housing development and business attraction, retention and expansion. The City Manager will have an opportunity to engage the community in and lead the organization through critical emerging

priorities over the next couple of years, including housing and affordable housing, housing element requirements, homelessness, development of green spaces, climate change, land development, charter changes, a general plan update, and implementation of the downtown specific plan, including the Ramsay Park revitalization, a \$23 million dollar project that will transform the park into a state of the art facility for the Watsonville community and will include a dog park, an all-inclusive playground, a nature center and brand new lighted soccer fields.

The next City Manager will be attuned to the demographics and perspectives of this community, bring recommendations forward in consideration of these perspectives, and create a vision and genuine connections with and for the community, which requires a forward thinking, innovative, collaborative and thoughtful leader.



## SEARCH SCHEDULE

Filing Deadline.....	February 10, 2022
Preliminary Interviews.....	February 23 – 24, 2022
Recommendation of Candidates .....	March 8, 2022
Finalists Panel Interviews.....	March 22, 2022
2nd Interview ( <i>if necessary</i> ) .....	March 23, 2022

These dates have been confirmed, and it is recommended that you plan your calendar accordingly.

Through feedback from a Community Survey, the Watsonville community stated they want a City Manager that is committed to inclusive leadership, is goal and solutions oriented, has integrity and discipline with a strong work ethic, and is a dynamic leader who is involved with and has a strong presence in the community.

Candidates with a demonstrated track record and commitment to excellent internal and external customer service, with strong administrative and leadership experience serving in communities of similar size, scope, and complexity as City Manager, Assistant/Deputy City Manager or Department Head are ideal candidates. The minimum qualifications include a Bachelor's degree and at least one-year experience as a City Manager or three-years' experience as an Assistant City Manager or equivalent in a city of comparable or larger size. A Master's degree with major coursework in public administration or business administration and Bilingual English/Spanish is desired.

## THE COMPENSATION

The current annual salary is \$235,750. Final salary will commensurate with

experience, education, skills and background. The city also offers an attractive benefits package, including:

**RETIREMENT:** The city participates in the California Public Employees' Retirement System (CalPERS) under a 2% @ 60 formula for Classic Members (employee pays 7% -). A 2% @ 62 formula applies to New/PEPRA Members (employee pays 6.25% City Management Employees also participate in Social Security at 7.65%)

### DEFERRED COMPENSATION

**CONTRIBUTION:** Negotiable

### MEDICAL/DENTAL/VISION

**INSURANCE:** The City offers generous medical, vision, and dental benefits.

**LIFE AND AD&D INSURANCE:** City provided at \$50,000 of coverage

**VACATION:** Vacation accrual of up to 20 days per year dependent upon length of service.

**HOLIDAYS:** 13 paid regular holidays per year, plus 1 floating holiday.

**SICK LEAVE:** 15 sick leave days per year.

**ADMINISTRATIVE LEAVE:** Up to 13.5 days of administrative leave per year.

**TUITION REIMBURSEMENT:** \$1,000 per year

**BILINGUAL PAY:** \$75 or 250/month dependent upon Bilingual level

The City of Watsonville is an Equal Opportunity Employer.



## THE RECRUITMENT PROCESS

To apply for this exciting career opportunity, please submit your cover letter and resume (including month/year of employment) via our website:

Peckham & McKenney  
[www.peckhamandmckenney.com](http://www.peckhamandmckenney.com)

Please do not hesitate to contact Maria Hurtado toll-free at (866) 912-1919, by cell at (831) 247-7885 or via email at [maria@peckhamandmckenney.com](mailto:maria@peckhamandmckenney.com), if you have any questions regarding this position or the recruitment process.

**PECKHAM**  
*&*  
**MCKENNEY**  
*EXECUTIVE SEARCH*  
[www.peckhamandmckenney.com](http://www.peckhamandmckenney.com)



*Peckham & McKenney*  
“All about fit”



**PECKHAM  
&  
MCKENNEY**  
EXECUTIVE SEARCH

**City Manager**  
**CITY OF SEASIDE, CALIFORNIA**

## THE COMMUNITY

The City of Seaside is an ocean-side community in Monterey County that overlooks the beautiful Monterey Bay on the Central Coast of California, approximately 115 miles south of San Francisco. With a population of 33,956 and a city size of 10 square miles, Seaside is a vibrant, proudly diverse, energetic and safe community with extraordinary natural beauty, quality of life, and economic opportunities.

In addition to national retailers and restaurant groups, Seaside boasts an abundance of family-owned and ethnic businesses/restaurants. Many small and medium-sized businesses call Seaside home; the Seaside Auto Center was one of the first auto malls in the United States and offers a wide variety of sales and service options for all types of vehicles.

Seaside boasts an ideal location and excellent year-round weather. The City offers a multitude of recreational opportunities, a wide variety of shops, thrilling sporting events, and world-renowned restaurants; two

championship golf courses, tennis, biking, hiking, horseback riding, trails, beach and water activities (scuba diving, kayaking, surfing, sailing, fishing, whale watching), can all be enjoyed on the peninsula. To learn more about this dynamic city, visit the City of Seaside's website at <https://www.ci.seaside.ca.us/>

## THE ORGANIZATION

Founded in 1887 and incorporated in 1954, the City of Seaside is a general law city and operates under a Council-Manager form of government. The City Council is comprised of five members, including the Mayor, who are elected at large to serve staggered, four-year terms. The City Council directs policy and strategic visioning for the community, and appoints the City Manager and the City Attorney.

The City of Seaside is a full-service city and is organized into 11 major departments: the City Manager's Office, City Clerk, Community, Housing & Economic Development, Building & Code

Enforcement, Human Resources & Risk Management, City Attorney, Finance, Police, Fire, Public Works & Engineering, and Recreation.

The City has approximately 161 full-time equivalent positions and a FY 2021/22 budget of \$97.3 million.

The City Manager's Office leads and coordinates City operations, provides administrative direction, enforces City ordinances, and develops short and long-term City plans. The City Manager's Office ensures that policy direction by the City Council is fully implemented and is responsible for assuring that City programs and services are efficiently and effectively provided to the Seaside community. The City Manager's Office is also responsible for fostering a strong positive image and promoting public awareness of City activities, programs, and services, and the City Manager serves as the Chief Staff Liaison to other governmental and non-governmental agencies.

## THE POSITION

The City Manager reports to and receives direction from the City Council. While upholding the ethics of public administration and professional city management, it is expected that the City Manager will implement the City Council's policies, goals and objectives, manage the City's day-to-day operations, offer guidance, present recommendations, and possess the courage, trust, leadership and experience to represent the organization.

## THE IDEAL CANDIDATE

The Council seeks candidates who embrace the diversity of the Seaside community and are open to different perspectives. The ideal



# *Peckham & McKenney* “All about fit”

candidate is an excellent manager of people and resources with a strong work ethic, who can think outside the box and can lead, mentor, and engage the department heads to create a unifying vision for the City. The new City Manager will be a confident and courageous leader who understands the Council/



Manager form of government and can work effectively with the City Council to provide feedback, guidance, and recommendations on critical policy issues facing the community. The ideal candidate is expected to prioritize fiscal management, build on opportunities for economic development, advance priority projects related to housing and economic development, and be committed to service delivery

through empowering and motivating staff and embracing teamwork, collaboration, accountability, fairness, equity, inclusiveness and diversity.

The City Council seeks an experienced local government professional with a proven track record of successful fiscal management and implementation of economic development strategies. Candidates with a passion for local government and public service make ideal candidates. This position requires a leader who is honest, open-minded, inclusive, creative, innovative, responsive, strategic, proactive, results-oriented, approachable, accessible, a good listener, an excellent communicator, a visionary, a collaborator and a community builder.

The community of Seaside stated, via a Community Survey, that they want a City Manager with dynamic leadership skills, discipline, integrity, strong financial understanding and exceptional business skills, a strong work ethic, is a strong manager of people and resources, is goal and solutions-oriented, and is an excellent communicator.

In coordination with the City Council, the new City Manager will set the tone and vision for the City, be appropriately visible throughout the community, ensure the City's strategic plan moves forward in a prioritized fashion and within the parameters of existing resources,

value transparency, facilitate dialogue and decision-making among the City Council, introduce fresh, innovative ideas while taking the time to understand the history of Seaside, support a work/life balance and positive work environment, expect and model integrity, professionalism and leadership, be equitable and fair when communicating with Council Members, be politically astute and intuitive while being apolitical, listen for and seek opportunities, anticipate issues, proactively problem-solve, and embrace input and dialogue.

Minimum qualifications include a Bachelor's degree from an accredited college or university with major course work in public administration, political science, business administration or a closely-related field and five years of progressively responsible management experience in City government. While not



required, a Master's degree is highly desirable. Bilingual candidates are strongly encouraged to apply.

## THE COMPENSATION

The annual salary is \$250,000. The Council has a strong desire for the candidate to live in the city and will consider providing a housing allowance for the candidate to reside in Seaside. The City also offers an attractive benefits package, including:

**RETIREMENT:** The city participates in the California Public Employees' Retirement System (CalPERS) under a 2% @ 55 formula for Classic Members (*employee pays 7% plus 8.92% employer portion = 15.92% total*). A 2% @ 62 formula applies to New/PEPRA Members (*employee pays 6.25% plus 6.53% employer portion = 12.78% total*).

### DEFERRED COMPENSATION

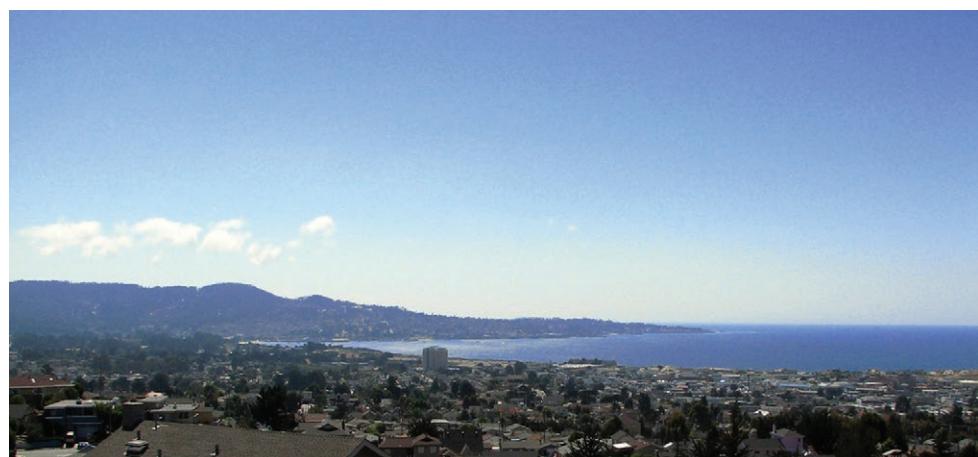
**CONTRIBUTION:** \$17,500 Annually.

**LIFE INSURANCE:** City provided at 2x Annual Salary.

**VACATION:** Vacation accrual of up to 20 days per year dependent on length of service.

**HOLIDAYS:** 12 paid regular holidays annually.

**SICK LEAVE:** Employees accrue 8 hours of sick leave monthly.



## SEARCH SCHEDULE

Filing Deadline.....	April 26, 2022
Preliminary Interviews .....	May 6th &10th, 2022
Recommendation of Candidates .....	May 19, 2022
Finalists Panel Interviews.....	May 26, 2022
2nd /Final Interview ( <i>if necessary</i> ) .....	May 27, 2022

These dates have been confirmed, and it is recommended that you plan your calendar accordingly.

**MANAGEMENT LEAVE:** Up to 5 days (40 hours) of management leave per year.

**ADMINISTRATIVE LEAVE:** Up to 5 days (40 hours) of administrative leave per year.

**VEHICLE ALLOWANCE:** \$400 per month.

**MEDICAL/DENTAL:** The City offers a generous medical and dental insurance for employees and dependents.

**LONG-TERM DISABILITY:** City Paid.

**EMPLOYEE ASSISTANCE:** City Paid.

**HEALTH AND WELLNESS:** City Paid.

**LONGEVITY PAY:** 2.5% at 8+ Years; 5% at 15+ Years.

**The City of Seaside is an Equal Opportunity Employer.**



## THE RECRUITMENT PROCESS

To apply for this exciting career opportunity, please submit your cover letter and resume (including month/year of employment) via our website:

Peckham & McKenney  
[www.peckhamandmckenney.com](http://www.peckhamandmckenney.com)

Please do not hesitate to contact Maria Hurtado toll-free at (866) 912-1919, by cell at (831) 247-7885 or via email at maria@peckhamandmckenney.com, if you have any questions regarding this position or the recruitment process.

**PECKHAM & MCKENNEY EXECUTIVE SEARCH**  
[www.peckhamandmckenney.com](http://www.peckhamandmckenney.com)

**EXHIBIT A**

**AGREEMENT FOR**  
**EXECUTIVE RECRUITING SERVICES**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between the Town of Portola Valley, a municipal corporation, ("Town") and \_\_\_\_\_ ("Consultant").

**RECITALS**

A. The Town desires to retain the professional consulting services of Consultant as an independent contractor to provide \_\_\_\_\_ services to the Town, as described in more detail in Exhibit A. Consultant will work with the Town to\_\_\_\_\_.

B. Consultant represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

NOW, THEREFORE, in consideration of performance by the parties of the promises, covenants and conditions contained herein, the parties hereby agree as follows:

1. **SCOPE AND LEVEL OF SERVICES**. The nature, scope and level of the specific services to be performed by Consultant are as set forth in detail in Exhibit A attached hereto.

2. **TIME OF PERFORMANCE**. The services shall be performed on a timely, regular basis in accordance with the Schedule of Performance attached hereto as Exhibit B.

3. **STANDARD OF PERFORMANCE**. As a material inducement to the Town to enter into this Agreement, Consultant hereby represents and warrants that it has the qualifications and experience necessary to undertake the services to be provided pursuant to this Agreement. Consultant shall perform all work to the highest professional standards and in a manner reasonably satisfactory to the Town. Consultant hereby covenants that it shall follow the highest professional standards in performing all services required hereunder and will perform the services to a standard of reasonable professional care.

4. **COMPLIANCE WITH LAW**. All services rendered hereunder by Consultant shall be provided in accordance with all ordinances, resolutions, statutes, rules and regulations of the Town, and any federal, state or local governmental agency having jurisdiction in effect at the time the service is rendered.

5. TERM. This Agreement is effective on the date set forth in the initial paragraph of this Agreement and shall remain in effect until the services required hereunder have been satisfactorily completed by Consultant, unless earlier terminated pursuant to Section 17, below.

6. COMPENSATION. The Town agrees to compensate Consultant for its services according to the fee schedule set forth in Exhibit C, to a maximum of \_\_\_\_\_ (\$\_\_\_\_\_\_). The Town also agrees to compensate Consultant for its out-of-pocket expenses to the extent authorized in Exhibit C. In no event shall the total compensation and out of pocket expenses payable to consultant under this Agreement exceed the sum of \_\_\_\_\_ (\$\_\_\_\_\_\_), unless specifically approved in writing by the Town Council.

7. METHOD OF PAYMENT. Consultant shall invoice the Town for work performed ~~after each task is completed~~ as set forth in Exhibit CB. Payments to Consultant by Town shall be made within thirty (30) days after receipt by Town of Consultant's itemized invoices.

8. REPRESENTATIVE. \_\_\_\_\_ is hereby designated as the representative of Consultant authorized to act on its behalf with respect to the services specified herein. It is expressly understood that the experience, knowledge, capability and reputation of \_\_\_\_\_ were a substantial inducement for Town to enter into this Agreement. Therefore, \_\_\_\_\_ shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. The representative may not be changed by Consultant without the express written approval of the Town.

9. INDEPENDENT CONTRACTOR. Consultant is, and shall at all times remain as to the Town, a wholly independent contractor and not an agent or employee of Town. Consultant shall receive no premium or enhanced pay for work normally understood as overtime, nor shall Consultant receive holiday pay, sick leave, administrative leave, or pay for any other time not actually worked. The intention of the parties is that Consultant shall not be eligible for benefits and shall receive no compensation from the Town except as expressly set forth in this Agreement. Consultant shall have no power to incur any debt, obligation, or liability on behalf of the Town or otherwise act on behalf of the Town as an agent. Neither the Town, 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 at no time, or in any manner, represent that it or any of its agents or employees are in any manner employees of the Town. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold the Town harmless from any and all taxes, assessments, penalties, and interest asserted against the Town by reason of the independent contractor relationship created by this Agreement. Consultant shall fully comply with the worker's compensation law regarding Consultant and Consultant's employees. Consultant further agrees to indemnify and hold the Town harmless from any failure of Consultant to comply with applicable worker's compensation laws.

10. CONFIDENTIALITY. Consultant, in the course of its duties, may have access to financial, accounting, statistical and personal data of private individuals and employees of the Town. Consultant covenants that all data, documents, discussions, or other information developed and received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by the Town. The Town shall grant such authorization if disclosure is required by law. Upon request, all Town data shall be returned to the Town upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

11. OWNERSHIP OF MATERIAL. All reports, documents, other written materials, or other work product developed or discovered by Consultant or any other person engaged directly or indirectly by Consultant in the performance of this Agreement and all rights within, shall be and remain the property of the Town without restriction or limitation upon its use or dissemination by the Town.

12. CONFLICT OF INTEREST. Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Consultant under this Agreement, or which would conflict in any manner with the performance of its services hereunder. Consultant further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, Consultant shall avoid the appearance of having any interest which would conflict in any manner with the performance of its services pursuant to this Agreement. Consultant agrees not to accept any employment or representation during the term of this Agreement which is or may make Consultant "financially interested" (as provided in California Government Code Sections 1090 and 87100) in any decision made by the Town on any matter in connection with which Consultant has been retained pursuant to this Agreement. Nothing in this section shall, however, preclude Consultant from accepting other engagements with the Town.

13. ASSIGNABILITY; SUBCONTRACTING. The parties agree that the expertise and experience of Consultant are material considerations for this Agreement. Consultant shall not assign, transfer, or subcontract any interest in this Agreement, nor the performance of any of Consultant's obligations hereunder, without the prior written consent of the Town and any attempt by Consultant to do so shall be void and of no effect and a breach of this Agreement.

14. INDEMNIFICATION.

14.1 To the fullest extent permitted by law, Consultant shall indemnify, defend (with independent counsel approved by the Town) and hold harmless the Town, and its elective or appointive boards, officers, employees, agents and volunteers against any claims, losses, or liability that may arise out of or result from damages to property or personal injury received by reason of, or in the course of work performed under this Agreement due to the acts or omissions of Consultant or Consultant's officers, employees, agents or subcontractors. The provisions of this Section survive completion of the services or the termination of this Agreement. The acceptance of such services shall not operate as a waiver of such right of indemnification.

14.2 With regard to Consultant's professional services, Consultant agrees to use that degree of care and skill ordinarily exercised under similar circumstances by members of Consultant's profession, including without limitation adherence to all applicable safety standards. To the fullest extent permitted by law, Consultant shall indemnify, defend (with independent counsel approved by the Town) and hold harmless the Town, and its elective or appointive boards, officers, and employees from and against all liabilities, including without limitation all claims, losses, damages, penalties, fines, and judgments, associated investigation and administrative expenses, and defense costs, including, but not limited to, reasonable attorneys' fees, court costs and costs of alternative dispute resolution regardless of nature or type that arise out of, pertain to, or relate to the negligence, reckless, or willful misconduct of Consultant or Consultant's officers, employees, agents or subcontractors. The provisions of this Section survive completion of the services or the termination of this Agreement. The acceptance of said services and duties by Town shall not operate as a waiver of such right of indemnification.

14.3 The Town does not and shall not waive any rights that it may possess against Consultant because of the acceptance by the Town or the deposit with the Town of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

15. INSURANCE REQUIREMENTS. Consultant agrees to have and maintain the policies set forth in Exhibit D entitled "INSURANCE REQUIREMENTS," which is attached hereto and incorporated herein. All policies, endorsements, certificates, and/or binders shall be subject to approval by the Town Attorney as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by the Town Attorney. Consultant agrees to provide Town with a copy of said policies, certificates, and/or endorsements before work commences under this Agreement. A lapse in any required amount or type of insurance coverage during this Agreement shall be a breach of this Agreement.

16. SUSPENSION. The Town may, in writing, order Consultant to suspend all or any part of Consultant's services under this Agreement for the convenience of the Town, or for work stoppages beyond the control of the Town or the Consultant. Subject to the provisions of this Agreement relating to termination, a suspension of work does not void this Agreement. In the event that work is suspended for a period exceeding 120 days, the schedule and cost for completion of the work will be adjusted by mutual consent of the parties.

17. TERMINATION.

17.1 This Agreement may be terminated by either the Town or Consultant following five (5) days written notice of intention to terminate. In the event the Agreement is terminated, Consultant shall be paid for any services properly performed to the last working day the Agreement is in effect. Consultant shall substantiate the final cost of

services by an itemized, written statement submitted to the Town. The Town's right of termination shall be in addition to all other remedies available under law to the Town.

17.2 In the event of termination, Consultant shall deliver to the Town copies of all reports, documents, computer disks, and other work prepared by Consultant under this Agreement, if any. If Consultant's written work is contained on a hard computer disk, Consultant shall, in addition to providing a written copy of the information on the hard disk, immediately transfer all written work from the hard computer disk to a soft computer disk and deliver said soft computer disk to Town. Town shall not pay Consultant for services performed by Consultant through the last working day the Agreement is in effect unless and until Consultant has delivered the above described items to the Town.

18. CONSULTANT'S BOOKS AND RECORDS. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, supplies, materials, or equipment provided to Town for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant pursuant to this Agreement.

19. NON-WAIVER OF TERMS, RIGHTS AND REMEDIES. Waiver by either party of any breach or violation of any one or more terms or conditions of this Agreement shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition. Acceptance by the Town of the performance of any work or services by Consultant shall not be deemed to be a waiver of any term or condition of this Agreement. In no event shall the Town's making of any payment to Consultant constitute or be construed as a waiver by the Town of any breach of this Agreement, or any default which may then exist on the part of Consultant, and the making of any such payment by the Town shall in no way impair or prejudice any right or remedy available to the Town with regard to such breach or default.

20. NOTICES. Any notices, bills, invoices, reports or other communications required or permitted to be given under this Agreement shall be given in writing by personal delivery, by facsimile transmission with verification of receipt or by U.S. mail, postage prepaid, and return receipt requested, addressed to the respective parties as follows:

To Town:

Town Manager  
Town of Portola Valley  
765 Portola Road  
Portola Valley, CA 94028  
Fax: (650) 851-4677

To Consultant:

\_\_\_\_\_  
\_\_\_\_\_  
Fax: (\_\_\_\_) \_\_\_\_\_

Notice shall be deemed communicated on the earlier of actual receipt or forty-eight (48) hours after deposit in the U.S. mail, the date of delivery shown on deliverer's receipt, or by acknowledgment of facsimile transmission.

21. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY. In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental handicap, or medical condition. Consultant will take affirmative action to ensure that employees, subcontractors or applicants are treated without regard to race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental handicap, or medical condition.

22. ATTORNEYS' FEES; VENUE. In the event that any party to this Agreement commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which the successful party may be entitled. The venue for any litigation shall be San Mateo County.

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

24. EXHIBITS, PRECEDENCE. All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement.

25. PRIOR AGREEMENTS AND AMENDMENTS; ENTIRE AGREEMENT. This Agreement, and any other documents incorporated herein by specific reference, represent the entire and integrated agreement between the Town and Consultant. This Agreement supersedes all prior oral and written negotiations, representations or agreements. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may only be modified by a written amendment duly executed by the parties to this Agreement. Any amendment relating to compensation for Consultant shall be for only a not-to-exceed sum.

**IN WITNESS WHEREOF,** the Town and Consultant have executed this Agreement effective as of the date written above.

**TOWN:**

By: \_\_\_\_\_  
Mayor

**CONSULTANT:**

By: \_\_\_\_\_  
Name (printed): \_\_\_\_\_  
Title: \_\_\_\_\_  
EIN \_\_\_\_\_

**EXHIBIT A**  
**(SCOPE AND LEVEL OF SERVICES)**

**EXHIBIT B**  
**(SCHEDULE OF PERFORMANCE)**

## **EXHIBIT C**

### (COMPENSATION)

#### **Compensation:**

The fee to conduct the Town Manager search process is \$28,000 and 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.

#### **Process of Payment**

One-third of the all-inclusive fee will be invoiced and paid upon execution of the agreement. This payment will cover upfront and necessary expenses incurred by Consultant on the City's behalf for the preparatory work and advertising.

The second one-third of the full payment will be invoiced and paid one month from contract execution due within 30 days following the invoice date.

The final third of the full payment will be invoiced and paid two months from contract execution, and it is due within 30 days following the invoice date.

**EXHIBIT D**  
**(INSURANCE REQUIREMENTS)**

Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to or interference with property which may arise from, or in connection with, the performance of the work hereunder and the results of that work by the Consultant, its agents, representatives, employees or subcontractors.

1. **MINIMUM SCOPE OF INSURANCE**. Coverage shall be at least as broad as:

1.1 Insurance Services Office Form No. CG 0001 covering General Liability and Commercial General Liability on an "occurrence" basis.

1.2 Insurance Services Office Form No. CA 0001 covering Automobile Liability, Code 1 (any auto), Code 8 (hired autos) or Code 9 (non-owned autos), if Consultant has no owned autos.

1.3 Workers' Compensation Insurance as required by the Labor Code of the State of California and Employer's Liability Insurance.

~~1.4 Errors and Omissions Liability Insurance appropriate to the Consultant's profession. Architects' and Consultants' coverage is to be endorsed to include contractual liability.~~

2. **MINIMUM LIMITS OF INSURANCE**. Consultant shall maintain limits no less than:

2.1 Comprehensive General Liability. (Including products-completed operations, personal & advertising injury) One Million Dollars (\$1,000,000) combined single limit per claim and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2.2 Automobile Liability. One Million Dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage, for hired and non-owned auto coverage.

2.3 Workers' Compensation and Employers' Liability. Workers' compensation limits as required by the Labor Code of the State of California. One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.

2.4 Errors and Omissions Liability. ~~Two Million Dollars (\$2,000,000) per occurrence.~~

3. **DEDUCTIBLES AND SELF-INSURED RETENTIONS.** Any deductibles or self-insured retentions must be declared to, and approved by, the Town. At the option of the Town, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Town, its officials, employees, agents and contractors; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by the Town. The Town may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

4. **OTHER INSURANCE PROVISIONS.**

4.1 **General Liability and Automobile Liability Coverages.** The General Liability and Automobile Liability insurance policies required pursuant to Sections 1.1 and 1.2 shall contain or be endorsed contain the following provisions:

4.1.1 The Town, its officials, employees, agents, contractors and volunteers are covered as additional insureds with respect to liability arising out of work or operations performed by, or on behalf of, the Consultant including materials, parts or equipment furnished in connection with such work or operations, and products and completed operations of the Consultant on premises owned, leased or used by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Town, its officials, employees, agents and contractors.

4.1.2 The Consultant's insurance coverage is the primary insurance as respects the Town, its officials, employees, agents, contractors, and volunteers. Any insurance or self-insurance maintained by the Town, its officials, employees, agents, contractors, and volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

4.1.3 The Insurance Company agrees to waive all rights of subrogation against the Town, its elected or appointed officers, officials, agents, and employees for losses paid under the terms of any policy which arise from work performed by the Town's insurer.

4.1.4 Coverage shall not be canceled by either party, except after thirty (30) days prior written notice ten (10) days for non-payment) by regular mail has been given to the Town.

4.1.5 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town, its officials, employees, agents or contractors.

4.1.6 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.

4.2 Worker's Compensation Insurance. The Worker's Compensation Policy required pursuant to Section 1.3 shall contain or be endorsed to contain the provision set forth in subsection 4.1.4 above.

4.3 Acceptability of Insurers. All required insurance shall be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Town.

4.3 Claims Made Policies. If any of the required policies provide claims-made coverage, the Town requires that coverage be maintained by Consultant for a period of 5 years after completion of the contract.

5. VERIFICATION OF COVERAGE. Consultant shall furnish the Town with original certificates, amendatory endorsements, and actual policies of insurance effecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the Town before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive consultant's obligation to provide them. The Town reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications, at any time.

Proof of insurance shall be mailed to the following address:

Town of Portola Valley  
Attn: Town Clerk  
765 Portola Road  
Portola Valley, CA 94028

6. SUBCONTRACTORS. Consultant shall include all subcontractors as insureds under its policies or shall obtain separate certificates and endorsements for each subcontractor.





## The Town of Portola Valley California



### REQUEST FOR PROPOSALS

### TOWN MANAGER EXECUTIVE RECRUITMENT SERVICES

RELEASE DATE: March 10, 2023

CLOSING DATE/TIME: March 31, 2023 at 5:00 P.M.

CONTACT PERSON: Corie Stocker/ [cstocker@portolavalley.net](mailto:cstocker@portolavalley.net)

## **I. INTRODUCTION**

The Town of Portola Valley, California is seeking proposals from qualified executive recruitment service firms to assist the Town Council in the selection of a new Town Manager.

## **II. BACKGROUND**

Portola Valley lies in the scenic foothills of southern San Mateo County just five miles west of Stanford University in a green and gold valley. Covering ten square miles and with a population of approximately 4,500, the Town values its environmental and historic heritage, its excellent public schools and its economical Town government supported by a multitude of volunteers. An extensive trail system, scenic roads, open space and natural views contribute to its small town rural character.

Incorporated in 1964, Portola Valley is a General Law City. It operates under a Council-Manager form of governance. An elected five-member Town Council sets policy for the Town, with valuable assistance from the Town's many commissions and advisory committees. The Town Council appoints the Town Manager, Town Attorney, and members of the volunteer commissions and committees. The Town Manager is responsible for implementing the Council's policies, ordinances and directives, for overseeing the day-to-day operations of the Town, and for appointing the directors of the Town's departments.

The Town currently has approximately nineteen full-time positions. It contracts for police services with the San Mateo County Sheriff's Office and is served by an independent fire district. The Town has an annual budget of \$8.1 Million.

The current Town Manager will leave his position in March 2023, after seven years of service. The Town Council will appoint an Interim Town Manager to serve until a new Town Manager is retained.

## **III. PROJECTED TIMELINE**

The following is an outline of the anticipated schedule for the selection of the executive recruitment firm. The schedule is tentative and subject to change.

RFP Released	March 10, 2023
RFP Responses Due	March 31, 2023
Consultant interviews (if invited)	April 5, 6 and 7, 2023
Anticipated Town Council meeting to award contract (Council expects to interview top applicant(s) at meeting)	April 12, 2023

All material submitted in accordance with this RFP become the property of the

Town and will not be returned. If you have any questions regarding this RFP, please contact Corie Stocker at [cstocker@portolavalley.net](mailto:cstocker@portolavalley.net).

#### **IV. SCOPE OF SERVICES**

- Meet with the Town Council and stakeholder groups as necessary to facilitate the development of an appropriate candidate profile for the new Town Manager.
- Validate desirable candidate characteristics through discussions with the Town Council, Interim Town Manager, public representatives and, if applicable, department representative(s).
- Develop and execute an inclusive media plan for the recruitment (print, web, social media, targeted calls, etc.)
- Identify specific strategies to encourage highly qualified applicants from diverse backgrounds to apply.
- Acknowledge receipt of candidates' application materials and maintain communication with all candidates throughout the recruitment process.
- Answer questions from candidates and collect application materials.
- Review the applications received, comparing them to the desired candidate profile.
- Advise the Town Council, Interim Town Manager and/or department representative(s) on the qualifications of the candidates, develop a list of recommended candidates for interviews, provide a written report summarizing the overall candidate pool and the qualifications of those selected to be interviewed.
- Perform initial screening interviews with the most qualified candidates.
- Advise the Town Council on interview strategies, appropriate questions, and evaluation tools.
- Attend and facilitate the interview sessions for semi-finalist candidates.
- Assist the Town Council in selection of finalists.
- Conduct complete background and reference checks on finalist candidates, including public records searches, education, employment and credit checks.
- Prepare and present a confidential reference report on each finalist candidate.
- Facilitate the final interview process and be available to assist the Town Council in making a final selection.
- Provide progress reports at least bi-weekly to the Town Council. Periodic on site meetings may be required to discuss ongoing progress.
- Assist the Town with employment contract negotiations.
- Maintain all correspondence and record-keeping throughout the process.
- Compile search documentation and prepare a final written summary of all work performed and outreach taken related to developing, conducting, and completing the search.

#### **V. PROPOSAL REQUIREMENTS**

Each proposal shall include the following information:

- A. A projected or sample timeline for the completion of a recruitment process as described in the Scope of Work.
- B. Background information on the firm, including details of the firms experience with public agency recruitments generally and for similarly situated jurisdictions, including the number of searches and placements; a brief resume of the individual(s) to be assigned to this project; contact information for three (3) references; and sample work products including recruiting brochures, candidate questionnaires, candidate reference reports, etc. The proposal should include information about the firm's current engagements and an affirmation of the firm's ability to focus on this project.
- C. A proposed schedule for each phase of the process, including development of the recruitment profile, search, background evaluations, interviews, and selection.
- D. Information about the firm's approach for recruitments that do not produce a viable candidate or the premature dismissal or resignation of the selected candidate.
- E. A "not to exceed" fee for all the professional services and tasks described in the Scope of Work as well as a specific "not to exceed" amount for expenses related to the professional services.
- F. A list of any additional activities and/or techniques that might be helpful to incorporate into the recruitment and selection process and the specific cost for adding such services.
- G. The hourly rate at which the Town would be billed for any services that the Town might request outside the scope of the items in the RFP.

## **VI. PROFESSIONAL SERVICES AGREEMENT**

The Town shall enter into a Professional Services Agreement with the selected recruitment firm. A sample of a Professional Services Agreement is included in Attachment A. All Proposers must identify in their proposal any terms and conditions of the sample Professional Services Agreement that they wish to negotiate.

## **VII. SELECTION PROCESS**

The final award will be based on the following criteria:

- Ability to meet requested service needs,
- Experience in conducting successful public agency recruitments especially for the position of Town Manager for similarly situated jurisdictions,
- Overall experience of personnel to be assigned to the work,
- Schedule and availability,
- Reference checks
- Cost to the Town. The Town is under no obligation to award a contract to the

lowest cost proposal. However, additional consideration will be given to those who provide the best value for the services requested.

The Town of Portola Valley has full discretion in its selection of a consultant. All proposals submitted will be subject to public record laws. The Town reserves the right to cancel or reissue the RFP or revise the timeline at any time. The Town reserves the right to reject any and all proposals and to waive minor irregularities in the proposal process. The Town may accept any proposal if such action is believed to be in the best interest of the Town. The Town is not liable for any cost incurred by the proposer prior to execution of a contract. The Town reserves the right to negotiate scope and cost with the consultant. The project team shall be approved by the Town of Portola Valley. The Town has the right to approve in its discretion any changes in the project team.

## **VIII. SUBMISSION PROCESS**

Proposals shall clearly be identified as “Response to Request for Proposals for Executive Recruitment Services.”

Electronic copies of proposals are permitted. If you choose to provide hard copies, please deliver seven (7) copies of the proposal for distribution in a sealed envelope, delivered no later than 5:00 p.m. on March 31, 2023.

Proposals may be delivered by mail or in person to:

Town of Portola Valley  
Attn: Corie Stocker, Interim Assistant Town Manager  
765 Portola Road  
Portola Valley, CA 94028

**EXHIBIT A**

**AGREEMENT FOR**  
**EXECUTIVE RECRUITING SERVICES**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between the Town of Portola Valley, a municipal corporation, ("Town") and \_\_\_\_\_ ("Consultant").

**RECITALS**

A. The Town desires to retain the professional consulting services of Consultant as an independent contractor to provide \_\_\_\_\_ services to the Town, as described in more detail in Exhibit A. Consultant will work with the Town to \_\_\_\_\_.

B. Consultant represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

NOW, THEREFORE, in consideration of performance by the parties of the promises, covenants and conditions contained herein, the parties hereby agree as follows:

1. **SCOPE AND LEVEL OF SERVICES**. The nature, scope and level of the specific services to be performed by Consultant are as set forth in detail in Exhibit A attached hereto.

2. **TIME OF PERFORMANCE**. The services shall be performed on a timely, regular basis in accordance with the Schedule of Performance attached hereto as Exhibit B.

3. **STANDARD OF PERFORMANCE**. As a material inducement to the Town to enter into this Agreement, Consultant hereby represents and warrants that it has the qualifications and experience necessary to undertake the services to be provided pursuant to this Agreement. Consultant shall perform all work to the highest professional standards and in a manner reasonably satisfactory to the Town. Consultant hereby covenants that it shall follow the highest professional standards in performing all services required hereunder and will perform the services to a standard of reasonable professional care.

4. **COMPLIANCE WITH LAW**. All services rendered hereunder by Consultant shall be provided in accordance with all ordinances, resolutions, statutes, rules and regulations of the Town, and any federal, state or local governmental agency having jurisdiction in effect at the time the service is rendered.

5. TERM. This Agreement is effective on the date set forth in the initial paragraph of this Agreement and shall remain in effect until the services required hereunder have been satisfactorily completed by Consultant, unless earlier terminated pursuant to Section 17, below.

6. COMPENSATION. The Town agrees to compensate Consultant for its services according to the fee schedule set forth in Exhibit C, to a maximum of \_\_\_\_\_ (\$\_\_\_\_\_\_). The Town also agrees to compensate Consultant for its out-of-pocket expenses to the extent authorized in Exhibit C. In no event shall the total compensation and out of pocket expenses payable to consultant under this Agreement exceed the sum of \_\_\_\_\_ (\$\_\_\_\_\_\_), unless specifically approved in writing by the Town Council.

7. METHOD OF PAYMENT. Consultant shall invoice the Town for work performed after each task is completed as set forth in Exhibit B. Payments to Consultant by Town shall be made within thirty (30) days after receipt by Town of Consultant's itemized invoices.

8. REPRESENTATIVE. \_\_\_\_\_ is hereby designated as the representative of Consultant authorized to act on its behalf with respect to the services specified herein. It is expressly understood that the experience, knowledge, capability and reputation of \_\_\_\_\_ were a substantial inducement for Town to enter into this Agreement. Therefore, \_\_\_\_\_ shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. The representative may not be changed by Consultant without the express written approval of the Town.

9. INDEPENDENT CONTRACTOR. Consultant is, and shall at all times remain as to the Town, a wholly independent contractor and not an agent or employee of Town. Consultant shall receive no premium or enhanced pay for work normally understood as overtime, nor shall Consultant receive holiday pay, sick leave, administrative leave, or pay for any other time not actually worked. The intention of the parties is that Consultant shall not be eligible for benefits and shall receive no compensation from the Town except as expressly set forth in this Agreement. Consultant shall have no power to incur any debt, obligation, or liability on behalf of the Town or otherwise act on behalf of the Town as an agent. Neither the Town, 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 at no time, or in any manner, represent that it or any of its agents or employees are in any manner employees of the Town. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold the Town harmless from any and all taxes, assessments, penalties, and interest asserted against the Town by reason of the independent contractor relationship created by this Agreement. Consultant shall fully comply with the worker's compensation law regarding Consultant and Consultant's employees. Consultant further agrees to indemnify and hold the Town harmless from any failure of Consultant to comply with applicable worker's compensation laws.

10. CONFIDENTIALITY. Consultant, in the course of its duties, may have access to financial, accounting, statistical and personal data of private individuals and employees of the Town. Consultant covenants that all data, documents, discussions, or other information developed and received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by the Town. The Town shall grant such authorization if disclosure is required by law. Upon request, all Town data shall be returned to the Town upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

11. OWNERSHIP OF MATERIAL. All reports, documents, other written materials, or other work product developed or discovered by Consultant or any other person engaged directly or indirectly by Consultant in the performance of this Agreement and all rights within, shall be and remain the property of the Town without restriction or limitation upon its use or dissemination by the Town.

12. CONFLICT OF INTEREST. Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Consultant under this Agreement, or which would conflict in any manner with the performance of its services hereunder. Consultant further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, Consultant shall avoid the appearance of having any interest which would conflict in any manner with the performance of its services pursuant to this Agreement. Consultant agrees not to accept any employment or representation during the term of this Agreement which is or may make Consultant "financially interested" (as provided in California Government Code Sections 1090 and 87100) in any decision made by the Town on any matter in connection with which Consultant has been retained pursuant to this Agreement. Nothing in this section shall, however, preclude Consultant from accepting other engagements with the Town.

13. ASSIGNABILITY; SUBCONTRACTING. The parties agree that the expertise and experience of Consultant are material considerations for this Agreement. Consultant shall not assign, transfer, or subcontract any interest in this Agreement, nor the performance of any of Consultant's obligations hereunder, without the prior written consent of the Town and any attempt by Consultant to do so shall be void and of no effect and a breach of this Agreement.

14. INDEMNIFICATION.

14.1 To the fullest extent permitted by law, Consultant shall indemnify, defend (with independent counsel approved by the Town) and hold harmless the Town, and its elective or appointive boards, officers, employees, agents and volunteers against any claims, losses, or liability that may arise out of or result from damages to property or personal injury received by reason of, or in the course of work performed under this Agreement due to the acts or omissions of Consultant or Consultant's officers, employees, agents or subcontractors. The provisions of this Section survive completion of the services or the termination of this Agreement. The acceptance of such services shall not operate as a waiver of such right of indemnification.

14.2 With regard to Consultant's professional services, Consultant agrees to use that degree of care and skill ordinarily exercised under similar circumstances by members of Consultant's profession, including without limitation adherence to all applicable safety standards. To the fullest extent permitted by law, Consultant shall indemnify, defend (with independent counsel approved by the Town) and hold harmless the Town, and its elective or appointive boards, officers, and employees from and against all liabilities, including without limitation all claims, losses, damages, penalties, fines, and judgments, associated investigation and administrative expenses, and defense costs, including, but not limited to, reasonable attorneys' fees, court costs and costs of alternative dispute resolution regardless of nature or type that arise out of, pertain to, or relate to the negligence, reckless, or willful misconduct of Consultant or Consultant's officers, employees, agents or subcontractors. The provisions of this Section survive completion of the services or the termination of this Agreement. The acceptance of said services and duties by Town shall not operate as a waiver of such right of indemnification.

14.3 The Town does not and shall not waive any rights that it may possess against Consultant because of the acceptance by the Town or the deposit with the Town of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

15. INSURANCE REQUIREMENTS. Consultant agrees to have and maintain the policies set forth in Exhibit D entitled "INSURANCE REQUIREMENTS," which is attached hereto and incorporated herein. All policies, endorsements, certificates, and/or binders shall be subject to approval by the Town Attorney as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by the Town Attorney. Consultant agrees to provide Town with a copy of said policies, certificates, and/or endorsements before work commences under this Agreement. A lapse in any required amount or type of insurance coverage during this Agreement shall be a breach of this Agreement.

16. SUSPENSION. The Town may, in writing, order Consultant to suspend all or any part of Consultant's services under this Agreement for the convenience of the Town, or for work stoppages beyond the control of the Town or the Consultant. Subject to the provisions of this Agreement relating to termination, a suspension of work does not void this Agreement. In the event that work is suspended for a period exceeding 120 days, the schedule and cost for completion of the work will be adjusted by mutual consent of the parties.

17. TERMINATION.

17.1 This Agreement may be terminated by either the Town or Consultant following five (5) days written notice of intention to terminate. In the event the Agreement is terminated, Consultant shall be paid for any services properly performed to the last working day the Agreement is in effect. Consultant shall substantiate the final cost of

services by an itemized, written statement submitted to the Town. The Town's right of termination shall be in addition to all other remedies available under law to the Town.

17.2 In the event of termination, Consultant shall deliver to the Town copies of all reports, documents, computer disks, and other work prepared by Consultant under this Agreement, if any. If Consultant's written work is contained on a hard computer disk, Consultant shall, in addition to providing a written copy of the information on the hard disk, immediately transfer all written work from the hard computer disk to a soft computer disk and deliver said soft computer disk to Town. Town shall not pay Consultant for services performed by Consultant through the last working day the Agreement is in effect unless and until Consultant has delivered the above described items to the Town.

18. CONSULTANT'S BOOKS AND RECORDS. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, supplies, materials, or equipment provided to Town for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant pursuant to this Agreement.

19. NON-WAIVER OF TERMS, RIGHTS AND REMEDIES. Waiver by either party of any breach or violation of any one or more terms or conditions of this Agreement shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition. Acceptance by the Town of the performance of any work or services by Consultant shall not be deemed to be a waiver of any term or condition of this Agreement. In no event shall the Town's making of any payment to Consultant constitute or be construed as a waiver by the Town of any breach of this Agreement, or any default which may then exist on the part of Consultant, and the making of any such payment by the Town shall in no way impair or prejudice any right or remedy available to the Town with regard to such breach or default.

20. NOTICES. Any notices, bills, invoices, reports or other communications required or permitted to be given under this Agreement shall be given in writing by personal delivery, by facsimile transmission with verification of receipt or by U.S. mail, postage prepaid, and return receipt requested, addressed to the respective parties as follows:

To Town:

Town Manager  
Town of Portola Valley  
765 Portola Road  
Portola Valley, CA 94028  
Fax: (650) 851-4677

To Consultant:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Fax: (\_\_\_\_) \_\_\_\_\_

Notice shall be deemed communicated on the earlier of actual receipt or forty-eight (48) hours after deposit in the U.S. mail, the date of delivery shown on deliverer's receipt, or by acknowledgment of facsimile transmission.

21. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY. In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental handicap, or medical condition. Consultant will take affirmative action to ensure that employees, subcontractors or applicants are treated without regard to race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental handicap, or medical condition.

22. ATTORNEYS' FEES; VENUE. In the event that any party to this Agreement commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which the successful party may be entitled. The venue for any litigation shall be San Mateo County.

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

24. EXHIBITS, PRECEDENCE. All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement.

25. PRIOR AGREEMENTS AND AMENDMENTS; ENTIRE AGREEMENT. This Agreement, and any other documents incorporated herein by specific reference, represent the entire and integrated agreement between the Town and Consultant. This Agreement supersedes all prior oral and written negotiations, representations or agreements. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may only be modified by a written amendment duly executed by the parties to this Agreement. Any amendment relating to compensation for Consultant shall be for only a not-to-exceed sum.

**IN WITNESS WHEREOF,** the Town and Consultant have executed this Agreement effective as of the date written above.

**TOWN:**

By: \_\_\_\_\_  
Mayor

**CONSULTANT:**

By: \_\_\_\_\_  
Name (printed): \_\_\_\_\_  
Title: \_\_\_\_\_  
EIN \_\_\_\_\_

**EXHIBIT A**  
**(SCOPE AND LEVEL OF SERVICES)**

**EXHIBIT B**  
**(SCHEDULE OF PERFORMANCE)**

**EXHIBIT C**  
**(COMPENSATION)**

## **EXHIBIT D**

### **(INSURANCE REQUIREMENTS)**

Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to or interference with property which may arise from, or in connection with, the performance of the work hereunder and the results of that work by the Consultant, its agents, representatives, employees or subcontractors.

1. **MINIMUM SCOPE OF INSURANCE.** Coverage shall be at least as broad as:

1.1 Insurance Services Office Form No. CG 0001 covering General Liability and Commercial General Liability on an "occurrence" basis.

1.2 Insurance Services Office Form No. CA 0001 covering Automobile Liability, Code 1 (any auto), Code 8 (hired autos) or Code 9 (non-owned autos), if Consultant has no owned autos.

1.3 Workers' Compensation Insurance as required by the Labor Code of the State of California and Employer's Liability Insurance.

1.4 Errors and Omissions Liability Insurance appropriate to the Consultant's profession. Architects' and Consultants' coverage is to be endorsed to include contractual liability.

2. **MINIMUM LIMITS OF INSURANCE.** Consultant shall maintain limits no less than:

2.1 **Comprehensive General Liability.** (Including products-completed operations, personal & advertising injury) One Million Dollars (\$1,000,000) combined single limit per claim and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2.2 **Automobile Liability.** One Million Dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.

2.3 **Workers' Compensation and Employers' Liability.** Workers' compensation limits as required by the Labor Code of the State of California. One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.

2.4 **Errors and Omissions Liability.** Two Million Dollars (\$2,000,000) per occurrence.

3. **DEDUCTIBLES AND SELF-INSURED RETENTIONS.** Any deductibles or self-insured retentions must be declared to, and approved by, the Town. At the option of the Town, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Town, its officials, employees, agents and contractors; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by the Town. The Town may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

4. **OTHER INSURANCE PROVISIONS.**

4.1 **General Liability and Automobile Liability Coverages.** The General Liability and Automobile Liability insurance policies required pursuant to Sections 1.1 and 1.2 shall contain or be endorsed contain the following provisions:

4.1.1 The Town, its officials, employees, agents, contractors and volunteers are covered as additional insureds with respect to liability arising out of work or operations performed by, or on behalf of, the Consultant including materials, parts or equipment furnished in connection with such work or operations, and products and completed operations of the Consultant on premises owned, leased or used by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Town, its officials, employees, agents and contractors.

4.1.2 The Consultant's insurance coverage is the primary insurance as respects the Town, its officials, employees, agents, contractors, and volunteers. Any insurance or self-insurance maintained by the Town, its officials, employees, agents, contractors, and volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

4.1.3 The Insurance Company agrees to waive all rights of subrogation against the Town, its elected or appointed officers, officials, agents, and employees for losses paid under the terms of any policy which arise from work performed by the Town's insurer.

4.1.4 Coverage shall not be canceled by either party, except after thirty (30) days prior written notice ten (10) days for non-payment) by regular mail has been given to the Town.

4.1.5 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town, its officials, employees, agents or contractors.

4.1.6 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.

4.2 Worker's Compensation Insurance. The Worker's Compensation Policy required pursuant to Section 1.3 shall contain or be endorsed to contain the provision set forth in subsection 4.1.4 above.

4.3 Acceptability of Insurers. All required insurance shall be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Town.

4.3 Claims Made Policies. If any of the required policies provide claims-made coverage, the Town requires that coverage be maintained by Consultant for a period of 5 years after completion of the contract.

5. VERIFICATION OF COVERAGE. Consultant shall furnish the Town with original certificates, amendatory endorsements, and actual policies of insurance effecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the Town before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive consultant's obligation to provide them. The Town reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications, at any time.

Proof of insurance shall be mailed to the following address:

Town of Portola Valley  
Attn: Town Clerk  
765 Portola Road  
Portola Valley, CA 94028

6. SUBCONTRACTORS. Consultant shall include all subcontractors as insureds under its policies or shall obtain separate certificates and endorsements for each subcontractor.





A Proposal to Conduct an Executive Recruitment  
for the Position of  
**TOWN MANAGER**  
on behalf of the  
**TOWN OF PORTOLA VALLEY**



1544 Eureka Road, Suite 280  
Roseville, CA 95661  
(916) 784-9080  
(916) 784-1985 fax

March 20, 2023

CITY COUNCIL  
TOWN OF PORTOLA VALLEY  
765 PORTOLA VALLEY ROAD  
PORTOLA VALLEY, CA 94028

**Submitted Via Email: cstocker@portolavalley.net**

Dear Members of The City Council:

Bob Murray & Associates is pleased to submit a proposal to conduct the Town Manager recruitment for the Town of Portola Valley. The following details our qualifications and describes our systematic—yet flexible—method of identifying, recruiting, and screening outstanding candidates on your behalf. It also includes a proposed budget, timeline, and guarantee.

At Bob Murray & Associates, we pride ourselves on providing quality service to local governments, non-profit agencies, and private firms by capitalizing on our decades of experience and vast network of contacts. As a minority and woman owned firm, Bob Murray & Associates' places diversity, equity, and inclusion at the forefront of each recruitment. We recognize the importance of meeting each client's unique recruitment needs and building a plan together to establish success. Our expertise ensures that the candidates we present to the Town of Portola Valley will match the criteria you have established, be a positive addition to your organization, and be outstanding in their field.

Bob Murray & Associates recognizes that we work at the pleasure of the City Council and our job is to facilitate the Council in finding the Town of Portola Valley's next Town Manager. Our best practice is to establish a strong partnership with the Council, to ensure the placement of a Town Manager who is ideally suited to its needs. In developing this collaborative approach, we will seek the opportunity to meet with the Council individually to discuss their expectations for the Town of Portola Valley's new Town Manager. The feedback received from Council will be essential in providing guidance when recruiting and screening candidates for the position.

With respect to the Town Manager recruitment and the Town of Portola Valley, Bob Murray & Associates has placed over 200 City Managers since our firm's inception in 2000. We are currently conducting City Manager recruitments on behalf of the California cities of Auburn, Clayton, Moraga, Rio Vista, San Bruno, San Marino, San Rafael, San Ramon, Ventura, and Yountville. Our extensive contacts and knowledge of outstanding candidates will ensure you have a quality group of finalists from which to select the Town of Portola Valley's next Town Manager.

Recent Town Manager recruitments we have completed similar in size and scope to your upcoming search include the following:

### 2023

Gonzales, CA  
Downey, CA  
Piedmont, CA (City Administrator)  
Santa Clara, CA

Laguna Beach, CA  
Los Altos Hills, CA  
Los Banos, CA  
Marion, IA (Deputy City Manager)  
Mt. Shasta, CA  
Orinda, CA

### 2022

Calistoga, CA  
Monterey County, CA (County Administrative Officer)  
Livermore, CA  
Placer County, CA (County Executive Officer)  
Rohnert Park, CA  
St. Helena, CA  
Sonoma County, CA (County Administrator)  
Yolo County, CA (County Administrator)

San Carlos, CA (Assistant City Manager)  
San Clemente, CA  
Santa Barbara, CA (Assistant City Administrator)  
Scotts Valley, CA  
Selma, CA  
Sonoma, CA  
South Pasadena, CA  
Willits, CA

### 2021

Carpinteria, CA (Assistant City Manager)  
Cathedral City, CA (Assistant City Manager)  
Cudahy, CA  
Gridley, CA (City Administrator)  
Irvine, CA

Fairfield, CA (Assistant City Manager)  
Healdsburg, CA  
Imperial, CA  
Jurupa Valley, CA (Assistant City Manager)

We work as a team on every search at Bob Murray & Associates. Your Project Leads would be Valerie Gaeta Phillips or Gary Phillips, who conduct the majority of our City Manager and Assistant City Manager recruitments. Ms. Gaeta Phillips or Mr. Phillips are highly experienced in guiding elected bodies through the decision-making process and would not only direct and supervise the project team from beginning to end but also serve as your Recruiter.

To learn first-hand of the quality of our services and why the majority of our engagements come from repeat and referred clients, we invite you to contact the references listed on page 17 of the attached proposal.

We look forward to your favorable consideration of our qualifications. Please do not hesitate to contact us at (916) 784-9080 with any questions.

Sincerely,

*Valerie Gaeta Phillips*

Valerie Gaeta Phillips or Gary Phillips  
President, Bob Murray & Associates

## TABLE OF CONTENTS

<b>THE RECRUITMENT PROCESS .....</b>	<b>2</b>
STEP 1 DEVELOP THE CANDIDATE PROFILE.....	2
<i>Optional Service: Community and Staff Involvement.....</i>	2
STEP 2 DESIGN/DISTRIBUTE BROCHURE AND ADVERTISEMENTS .....	2
<i>Reaching Diverse Candidates .....</i>	3
STEP 3 RECRUIT CANDIDATES .....	3
STEP 4 SCREEN CANDIDATES .....	4
STEP 5 CONDUCT PRELIMINARY INTERVIEWS.....	4
STEP 6 SEARCH PUBLIC RECORDS.....	4
STEP 7 MAKE RECOMMENDATIONS .....	4
STEP 8 FACILITATE FINAL INTERVIEWS.....	5
STEP 9 CONDUCT BACKGROUND AND REFERENCE CHECKS .....	5
STEP 10 ASSIST IN NEGOTIATIONS.....	6
<b>COMPLETE ADMINISTRATIVE ASSISTANCE .....</b>	<b>6</b>
<b>COSTS AND GUARANTEE .....</b>	<b>7</b>
PROFESSIONAL FEE AND EXPENSES .....	7
<i>Optional Services .....</i>	7
GUARANTEE.....	8
<b>RECRUITMENT SCHEDULE .....</b>	<b>8</b>
<b>FIRM PROFILE .....</b>	<b>9</b>
<b>REFERENCES.....</b>	<b>17</b>

## THE RECRUITMENT PROCESS

Bob Murray & Associates' recruiters are specialists in finding a positive placement, providing security and fairness to candidates and clients while ensuring the integrity of the search process. We understand that superlative recruiting for the Town Manager will lead to superlative results for the Town of Portola Valley. Outlined below are the steps in our proven recruitment process, refined through our 30+ years of experience in executive search.

### STEP 1 DEVELOP THE CANDIDATE PROFILE

Our understanding of the Town of Portola Valley's needs will be key to a successful search. Valerie Gaeta Phillips or Gary Phillips will meet with the Town Council and key stakeholders to learn as much as possible about the ideal candidate for the Town Manager position. We want to become familiar with the values and culture of the organization, as well as to understand the current and future issues, challenges, and opportunities in the Town of Portola Valley.

Ms. Gaeta Phillips or Mr. Phillips will review and help define the Town's wish-list regarding the ideal candidate's personality, management style, knowledge, skills, and abilities and will work with the Town to identify expectations regarding education and experience. The Town Council and Ms. Gaeta Phillips or Mr. Phillips will discuss compensation, benefits, and other key information necessary to ensure that outstanding candidates are attracted to this opportunity. The profile we develop together at this stage will drive subsequent recruitment efforts.

#### *Optional Service: Community and Staff Involvement*

We find that many of our clients value a recruitment process that opens the opportunity for community members, business leaders, organization representatives, and employees to provide input regarding the ideal candidate. Our recruiters are skilled in designing and facilitating forums, town hall meetings, and online surveys that allow equitable involvement from a variety of constituencies and in consolidating feedback into a cohesive narrative of common themes.

If the Town of Portola Valley so desires, we will work with the Town Council to create a customized community and/or staff input process.

### STEP 2 DESIGN/DISTRIBUTE BROCHURE AND ADVERTISEMENTS

Ms. Gaeta Phillips or Mr. Phillips and your dedicated Recruitment Coordinator will use the candidate profile developed with the Town of Portola Valley to create a professional recruitment brochure, with the assistance of our professional graphic designer. The four-page, full-color brochure will describe the community, organization, position, ideal candidate, and compensation and will include pictures provided by the Town of Portola Valley that you feel best represent your organization and your community.

Upon your approval, Ms. Gaeta Phillips or Mr. Phillips will send the brochure by postal mail and email to a targeted audience, personally inviting potential candidates to apply for the Town Manager position. We will also place the recruitment brochure on our website, which attracts over 11,000 unique hits weekly and is a trusted resource for candidates seeking executive and

professional positions. Two sample brochures are included in this proposal package for your reference.

Ms. Gaeta Phillips or Mr. Phillips will also design an effective advertising campaign appropriate for the Town Manager recruitment. Our broadest outreach comes through our active social media involvement on Facebook, LinkedIn, and Twitter, where upcoming and current positions are posted. Sources such as *Western City Magazine*, PublicCEO, and the Careers in Government website will be used to reach an extensive local government audience, while position-specific postings will be chosen to attract candidates who have built their careers in and are committed to the Town Manager field.

Suggested Town Manager-specific advertising sources for the Town of Portola Valley's search include:

- ◆ ICMA Newsletter
- ◆ League of Women in Government
- ◆ California City Management Foundation
- ◆ California City News

Bob Murray & Associates does not typically place ads with job aggregators or general job posting sites such as CareerBuilder, Monster, or Indeed, as we have found that the broad reach of these sites does not necessarily lead to quality candidates for executive and professional positions.

#### *Reaching Diverse Candidates*

Bob Murray & Associates, a woman- and minority-owned business, is proud of its commitment to attracting and placing diverse candidates. Not only do we place advertisements with websites designed to attract minority and female candidates, but our President, Valerie Phillips, is a member herself of many diversity-focused organizations including the Local Government Hispanic Network, the League of Women in Government, the Professional Women's Network, Mexican Professionals, and Women Leading Government. She networks frequently with fellow members to gain insight into which potential candidates are leaders in their field.

Ms. Gaeta Phillips or Mr. Phillips will seek to reach candidates in communities and organizations with demographic profiles and populations served like that of the Town of Portola Valley, to maximize the potential for individuals from a wide variety of backgrounds, cultures, physical abilities, life experiences, and gender to be considered for the Town Manager position.

### **STEP 3 RECRUIT CANDIDATES**

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

## **STEP 4 SCREEN CANDIDATES**

Following the closing date for the recruitment, Ms. Gaeta Phillips or Mr. Phillips will screen all resumes we have received, using the criteria established in the candidate profile as a basis upon which to narrow the field of candidates. Internal candidates receive sensitive consideration, and Ms. Gaeta Phillips or Mr. Phillips will discuss with the Town Council how the Town of Portola Valley wishes to proceed with these candidates.

## **STEP 5 CONDUCT PRELIMINARY INTERVIEWS**

Mr. Phillips will personally interview the top 10 to 15 candidates from the resume screening, with the goal of determining which candidates have the greatest potential to succeed in your organization. To reduce travel-related expenses to our clients and increase efficiency in the search process, these interviews are typically conducted via Skype, FaceTime, or other convenient videoconferencing applications.

During these in-depth interviews, Ms. Gaeta Phillips or Mr. Phillips will explore each candidate's background and experience as it relates to the Town Manager position, such as significant accomplishments, size and scope of responsibility, and organizational culture. In addition, Ms. Gaeta Phillips or Mr. Phillips will discuss with the candidates their motivation for applying for the position and assess his/her knowledge, skills, and abilities. We will devote specific attention to establishing the likelihood of the candidate's acceptance of the position if an offer of employment is made.

## **STEP 6 SEARCH PUBLIC RECORDS**

Under the direction of Ms. Gaeta Phillips or Mr. Phillips, your dedicated Recruitment Coordinator will conduct a review of published print and online articles for each recommended candidate. Sources include Lexis-Nexis™, Google, social media, and our contacts in the field. This will alert Ms. Gaeta Phillips or Mr. Phillips to any further detailed inquiries we may need to make before our recommendations are finalized.

## **STEP 7 MAKE RECOMMENDATIONS**

Based on our findings during the preliminary interview process, Ms. Gaeta Phillips or Mr. Phillips will recommend a limited number of candidates for your further consideration. They will make specific recommendations and will help facilitate discussions regarding the candidate pool, but the final determination of those to be considered will be up to you.

We typically recommend 6-8 candidates that we feel will best match your expectations, and we prepare a detailed written report on each candidate. This bound report provided to each member of the decision-making body includes:

- ◆ Candidate list with Recommended Finalists identified in *Group 1* and *Group 2* (primary and secondary recommendations), as well as *Internal* candidates
- ◆ Summary of experience, education, and salary information for each Recommended Finalist candidate
- ◆ Complete cover letter and resume for each Recommended Finalist candidate

- ◆ List of *Other Applicants* (those who did not meet minimum qualifications or were otherwise unsuitable, based on our screening process)

Bob Murray & Associates maintains all search records for a period of seven (7) years following each recruitment, and we are happy to forward cover letters and resumes for each applicant by postal mail or email as soon as the recruitment closes to new applications.

## STEP 8 FACILITATE FINAL INTERVIEWS

Our years of experience will be invaluable as we help you develop an interview process that objectively assesses the qualifications of each candidate. We will work with the Town of Portola Valley to craft and implement an interview approach that fits your needs. This may include individual and panel interviews by the Town Council and key stakeholders, community/employee interview panels, writing and presentation samples, meet-and-greets, or another specialized process element Ms. Gaeta Phillips or Mr. Phillips helps the Town of Portola Valley to design.

Ms. Gaeta Phillips or Mr. Phillips will be present on-site during the interviews to facilitate as necessary during the process and to guide discussion to consensus regarding final candidates. Bound interview books will be provided to each interview panel member containing:

- ◆ Recruitment brochure with candidate profile
- ◆ Interview schedule
- ◆ Suggested interview questions
- ◆ Experience summary, cover letter, resume, and rating form for each candidate
- ◆ Ranking forms for use during the panel interview process

We will work closely with your staff to coordinate and schedule interviews and candidate travel. Our goal is to ensure that each candidate has a very positive experience, as the way the entire process is conducted will influence the final candidates' perception of your organization.

## STEP 9 CONDUCT BACKGROUND AND REFERENCE CHECKS

Ms. Gaeta Phillips or Mr. Phillips and your Recruitment Coordinator will conduct detailed reference checks for up to three (3) final candidates. To gain an accurate and honest appraisal of the candidates' strengths and weaknesses, we will talk candidly with people who have direct knowledge of their work and management style. In addition to gaining a 360-degree view of candidates from the perspective of their supervisors, subordinates and peers for the past several years, we will make a point of speaking confidentially to individuals who may have further insight into a candidate's abilities but who may not be on their preferred list of contacts.

Your Recruitment Coordinator will work with candidates and our professional backgrounding firm, HireRight, to conduct credit, civil litigation, and motor vehicle record checks and verify candidates' degrees.

## **STEP 10 ASSIST IN NEGOTIATIONS**

We recognize the critical importance of successful negotiations and can serve as your representative during this process. Ms. Gaeta Phillips or Mr. Phillips knows what other organizations have done to put deals together with great candidates and what the current market is like for Town Manager positions in organizations like the Town of Portola Valley's. They will be available to advise you regarding current approaches to difficult issues, such as housing and relocation. We will represent your interests and advise the chosen candidate and you regarding salary, benefits, and employment agreements, with the goal of putting together a deal that results in the appointment of your chosen candidate. With our proven experience and vested interest in a positive outcome, we can turn a very difficult aspect of the recruitment into one that is straightforward and agreeable for all parties involved.

## **COMPLETE ADMINISTRATIVE ASSISTANCE**

We receive many unsolicited testimonials each year from clients and candidates alike noting our prompt, considerate, accurate, and professional service during the search process. Throughout the recruitment, in time intervals that suit the Town of Portola Valley, we will provide you with updates on the status of the search and attend to all administrative details on your behalf.

Candidates receive immediate acknowledgement of their applications, as well as personal phone calls and/or emails (as appropriate) advising them of their status at each critical point in the recruitment. Candidates who receive preliminary or final interviews and are not chosen to move forward in the interview process will receive personal calls from Ms. Gaeta Phillips or Mr. Phillips on behalf of the Town of Portola Valley.

It is our internal company standard that all inquiries from clients and candidates receive a response within the same business day whenever possible, and certainly within 24 hours if the inquiry is received during the work week. Ms. Gaeta Phillips or Mr. Phillips will be available to the Town of Portola Valley by office phone, cell phone, and email at any time to ensure a smooth and stress-free recruitment process.

## COSTS AND GUARANTEE

### PROFESSIONAL FEE AND EXPENSES

The fixed, flat professional services fee for conducting the Town Manager recruitment on behalf of the Town of Portola Valley is \$32,000. Services provided for in this fee consist of all steps outlined in this proposal, including four (4) meetings on site. The professional fee does not limit the amount of time invested by Bob Murray & Associates in promoting a successful outcome for this project. In fact, our mission for this project is to ensure we assist in identifying the right candidate for the Town of Portola Valley. Therefore, Ms. Gaeta Phillips or Mr. Phillips will contact the Town at the first anniversary of the placement to confirm an effective transition has occurred.

The Town of Portola Valley will also be responsible for reimbursing expenses Bob Murray & Associates incurs on your behalf. We estimate expenses for this project not to exceed \$7,000. Reimbursable expenses include (but are not limited to) such items as the cost of recruiter travel; clerical support; brochure development; placement of ads; credit and civil background checks; education verification; and public records searches. Postage, printing, photocopying, and telephone charges are allocated costs and included in the expense estimate. *In no instance will expenses exceed this estimate without prior approval from the Town of Portola Valley.*

Expense reimbursement for candidate travel related to on-site interviews will be the responsibility of the Town of Portola Valley.

Professional Fees and Reimbursable Expenses	
<b>Professional Services (Fixed Flat Fee)</b>	\$32,000
<b>Reimbursable Expenses</b>	
<i>Example costs and approximate amounts include:</i>	
Brochure Design and Printing (\$1,275)	
Advertising (\$3,000)	\$7,000
Background Checks – 3 candidates (\$550)	
Consultant Travel (\$1,600)	
Other expenses – supplies, shipping, clerical (\$575)	
<b>Not-to-Exceed Total</b>	<b>\$39,000</b>

### *Optional Services*

- ◆ Community/Staff Input Forum: \$1,500/day, plus travel expenses
- ◆ Online survey: \$250
- ◆ Additional on-site meeting days: \$1,500/day, plus travel expenses
- ◆ Additional background checks: \$250/candidate
- ◆ Additional reference checks: \$500/candidate
- ◆ Other services: \$250/hour or \$1,500/day

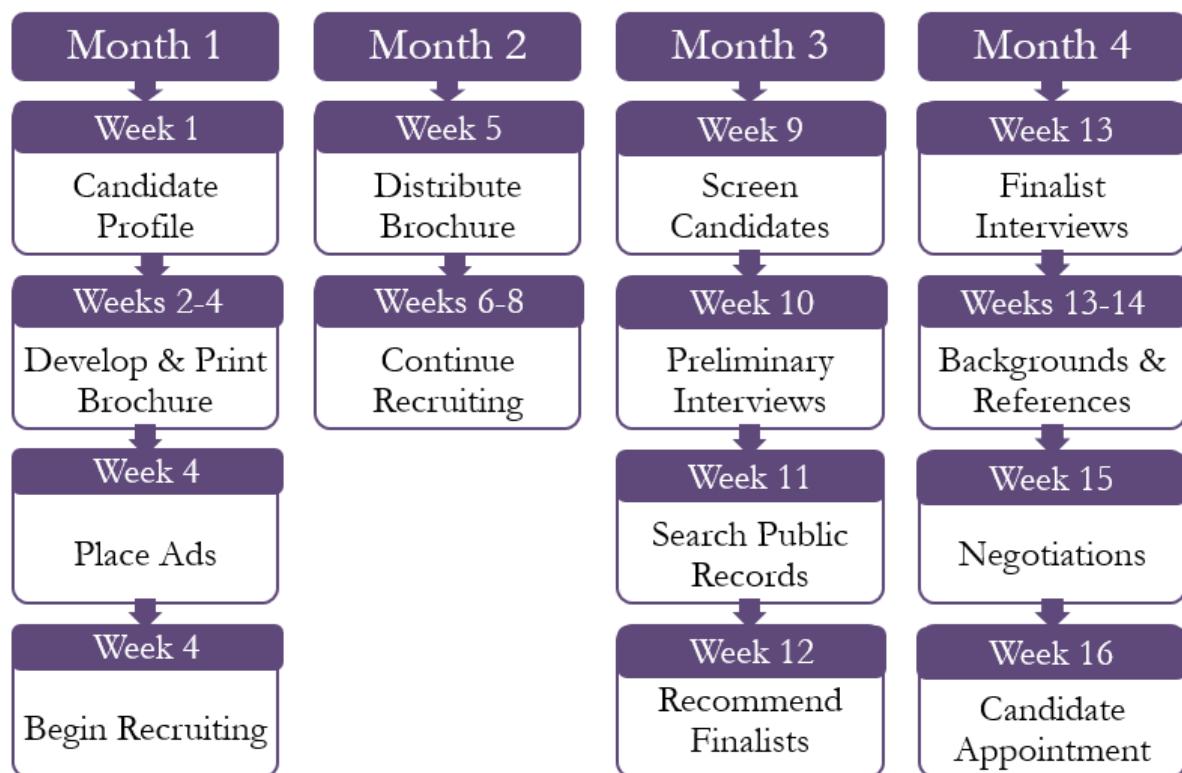
## **GUARANTEE**

Should a candidate recommended by our firm position resign or be terminated within the first 12 months of employment, we will provide the Town of Portola Valley with professional services to secure a replacement. Services will be provided at no cost, aside from expenses incurred on the Town of Portola Valley's behalf during the new search. We are confident in our ability to recruit outstanding candidates and do not expect the Town to find it necessary to exercise this provision of our proposal.

## **RECRUITMENT SCHEDULE**

We are prepared to start work on this assignment upon receipt of a signed professional services agreement or other written, authorized notification. A full search can be completed in 13-16 weeks from the date of initial meetings with our client.

The final recruitment schedule will be determined in collaboration with Town of Portola Valley. A typical timeline of tasks and events is included here for reference.



## FIRM PROFILE

### ***OUR STAFF***

Bob Murray & Associates is a small firm focusing exclusively on executive search services. We have a team of thirteen (13):

- ◆ Bob Murray, *Founder*
- ◆ Valerie Gaeta Phillips, *President*
- ◆ Gary Phillips, *Executive Vice President*
- ◆ Joel Bryden, *Vice President*
- ◆ Yasmin Beers, *Senior Executive Recruiter*
- ◆ Adele Fresé, *Senior Executive Recruiter*
- ◆ Bryan Hill, *Senior Executive Recruiter*
- ◆ Stacy Stevenson, *Senior Executive Recruiter*
- ◆ Deanna Cantrell, *Executive Recruiter*
- ◆ Alexandria Kopack, *Recruitment and Operations Manager*
- ◆ Kathy Lolas, *Senior Recruitment Coordinator*
- ◆ Stephanie Marshall, *Recruitment Coordinator*
- ◆ Gini Herndon, *Contracts Administrator/ Bookkeeper*

### ***BOB MURRAY, FOUNDER***

Mr. Murray—known simply as “Bob” to his clients and candidates throughout the western U.S.—brings over 40 years’ experience as a recruiter and is recognized as one of the top local government recruiters in the nation. He conducted hundreds of searches for cities, counties, and special districts and was called on to conduct searches for some of the largest, most complex organizations in the country—and some of the smallest. Bob conducted searches for chief executives, department heads, professional and technical positions, taking the lead on many of the firm’s most difficult assignments with great success. His clients retained him again and again, given the quality of his work and success in finding candidates for difficult to fill positions.

As our Founder, Bob currently takes on few searches personally but continues to be an active presence at Bob Murray & Associates, providing valued insight and experience to our team members regarding all aspects of the recruitment process.

Mr. Murray received his Bachelor of Science Degree in Criminology from the University of California at Berkeley with graduate studies in Public Administration at California State University at Hayward.

### ***VALERIE GAETA PHILLIPS, PRESIDENT AND RECRUITER***

Ms. Gaeta Phillips has over 18 years of recruiting experience, including more than a decade of recent experience in executive search for public, private, and startup companies nationwide. Since joining Bob Murray & Associates, Valerie has completed over 160 searches in a diverse range of fields, including city and general management, planning, finance, human resources,

transportation, communication and public relations, community and economic development, information technology, parks and recreation, and operations. She has recruited at all levels of municipal and non-profit organizations, from technicians and engineers to Executive Directors and Chief Executive Officers.

Valerie is valued for her passion for finding and retaining the most outstanding candidates for even the most difficult or untraditional assignments and for her commitment to her clients' success; she is also active in a variety of industry organizations and in diversity-focused associations. Valerie is called upon often to serve as an expert speaker on topics such as managing one's online reputation, diversity issues in municipal and non-profit leadership, and how to identify a positive placement for the organizational culture.

Ms. Gaeta Phillips, along with Executive Vice President Gary Phillips, has a passion for helping people, evidenced by fundraising, sponsorship, and involvement in raising awareness for organizations such as Autism Speaks, the UC Davis M.I.N.D. Institute, and the Northern California Special Olympics.

#### **GARY PHILLIPS, EXECUTIVE VICE PRESIDENT AND RECRUITER**

Since joining Bob Murray & Associates, Mr. Phillips has completed over 125 searches for executives and professionals in a wide variety of fields including animal services, city and general management, planning, legal counsel, cyber security, and human resources. Gary's clients have ranged from municipal government to non-profit and private sector organizations, and he has sourced outstanding candidates for positions from the level of division managers up to City Managers, Executive Directors, and General Managers.

Gary started his career with a New York-based Fortune 100 company and quickly became a Senior Manager, building and running a large customer service organization that eventually expanded to 13 countries in Europe. He proceeded to hold senior leadership positions in several Fortune 500 companies, with noted successes such as building an organization from two to 250 employees worldwide and growing a company from 800 to 1200 employees.

As part of an executive acquisition and recruiting team, Gary helped build a start-up enterprise software company in San Francisco, recruiting top-notch talent and building a world-class organization. He has maintained customer relationships in the public sector and the private sector, including medical and financial institutions. He prides himself on finding key talent and offering the best customer service to his clients.

Mr. Phillips, along with Ms. Gaeta-Phillips, is involved in his community as a soccer coach, as an organizer of fundraisers for Autism Speaks and the UC Davis M.I.N.D. Institute, and as a sponsor of the Northern California Special Olympics. Mr. Phillips received his Associate of Science degree and completed additional coursework at Rochester Institute of Technology, NY.

#### **JOEL BRYDEN, VICE PRESIDENT AND RECRUITER**

Mr. Bryden has over 30 years of local government experience that he brings to the firm, having retired as Chief of Police in Walnut Creek, CA prior to joining Bob Murray & Associates in 2013. Throughout his career, Joel has been involved in public sector consulting, with vast

experience in hiring and promotional processes, as well as interviewing candidates for advancement in all aspects of local government.

Joel has a solid reputation as a leader in the public sector and his ability to find and evaluate outstanding applicants for our clients is invaluable in the search process. Since joining Bob Murray & Associates, Joel has conducted over 100 recruitments in a broad range of sectors including police, fire, building, planning, city management, and general management. He is often called upon to recruit specialized or difficult-to-fill positions, such as Independent Police Auditor.

Mr. Bryden is a graduate of the FBI National Academy and obtained his Bachelor of Arts Degree in Communication from San Diego State University. He is currently based in Walnut Creek, CA.

#### **YASMIN BEERS, SENIOR EXECUTIVE RECRUITER**

Yasmin Beers brings over 33 years of municipal government experience to Bob Murray and Associates. Yasmin retired as the City Manager for Glendale with a population of over 200,000. She served as Chief Executive Officer overseeing close to 2,000 employees serving in Police, Fire, Public Works, Parks, Community Development, Library Arts & Culture, Innovation Performance & Audit, and Water & Power to name a few.

Yasmin's three decades of experience in public service brings extensive background in public sector finance, human resources management, contract negotiations, strategic planning & organizational leadership, policy development, emergency response & planning, team building and performance improvement. Throughout her career, Yasmin has had a great deal of experience in recruiting, selecting and hiring employees for executive and management level positions with a focus on the organizational needs and culture.

Yasmin currently serves on the Glendale Adventist Medical Center's Civic Advisory Board and the Advisory Board for Village Christian School. Yasmin is a past member of Soroptimist International of Glendale where she served as President in 1999/2000. She is a past board member of Glendale Healthy Kids, Salvation Army and the American Red Cross. In 2011 the Glendale Chamber of Commerce recognized Yasmin as Woman of the Year; in 2013 she was the recipient of The Armenian American Woman of Excellence Award; in 2014 Yasmin was recognized by the Glendale Educational Foundation for her distinguished service and philanthropic efforts; in 2015, YWCA awarded Yasmin with the Heart & Excellence Award; in 2017, she was recognized by Business Life Magazine as a Women Achiever; and in 2018 the California State Senate recognized Yasmin as one of the Woman of the Year, each a tribute to her core values that represent her civic responsibilities, volunteerism and community service.

Yasmin has a Bachelor of Arts degree in Political Science from California State University, Northridge and a Master's degree in Organizational Leadership from Woodbury University.

#### **ADELE FRESE, SENIOR EXECUTIVE RECRUITER**

Adele Fresé brings 27 years of local government experience to Bob Murray & Associates, having retired as Chief of Police in Salinas, CA prior to joining the firm in 2021. Adele began her

public service career in 1985 as an active-duty member of the United States Marine Corps before serving the City of Corpus Christi for 20 years.

Adele has extensive experience in hiring and promotional processes, as well as interviewing candidates for advancement in all aspects of local government.

During her 7 years as a Chief of Police, Adele exercised strong leadership and implemented monumental changes leading to the diversification of her agency's sworn staff. Adele's commitment to collaboration with the public and law enforcement agencies earned her the Partner of the Year Award from Homeland Security Investigations, and her Department the Community Policing Award from the Community Policing Institute of California.

Adele received her Bachelor of Science degree in Criminal Justice Administration from California State University at Hayward, and a minor degree in Sociology. She earned a Master of Science in Public Safety, completed the Senior Executives in State and Local Government program at the Harvard Kennedy School, and PERF's Senior Management Institute for Police. She is a Texas Certified Public Manager.

#### **BRYAN HILL, SENIOR EXECUTIVE RECRUITER**

Chief Bryan Hill (ret.) spent over 30 years serving as a public safety leader in the San Francisco Bay Area. During his career, he worked for three appreciably different East Bay cities and developed and led several regional programs providing him a broad perspective of local government. Much of Bryan's career was spent working in a wide variety of leadership and executive level roles. As a police chief and city department head he was known for a progressive and principled leadership approach.

Throughout his career, Bryan emphasized community engagement. As a municipal government executive, he was dedicated to establishing lasting community partnerships, building strong teams, and continues to participate in leadership development.

Bryan received the California Police Officer's Association Award of Distinction for his efforts in developing regional partnerships that increased efficiencies, professionalism and service to the community. Bryan received his Bachelor of Arts degree in Social Science from California State University, Sacramento and he earned a Master of Science in Organizational Leadership. He is a graduate of the FBI National Academy and holds a California POST Executive Certificate.

#### **STACEY STEVENSON, SENIOR EXECUTIVE RECRUITER**

In Ms. Stevenson's 32 years of service in municipal government, she worked for the California cities of San Diego, National City, and Murrieta. Ms. Stevenson began her professional career in City of San Diego as a Personnel Analyst and went on to work in the Personnel, Metropolitan Wastewater, Engineering, and Contracting departments; as well as the City Manager's office, progressing from Analyst to Deputy Director. She also assumed special projects such as the creation and opening of the City's neighborhood service centers and Liaison to the City Council.

From San Diego she joined the City of National City where she served as the Director of Human Resources, the Director of Administrative Services, and Deputy City Manager. She oversaw Community Services, Finance, Human Resources, and Information Technology; and

managed special projects such as the balloting and passage of the City's local sales tax and the implementation of a new payroll module.

In the City of Murrieta, Ms. Stevenson served as Administrative Services Director and Deputy City Manager, again overseeing Community Services, Finance, Human Resources and Information Technology and managing special projects. Ms. Stevenson has also served as a commissioner on both the Child Care and Civil Service Commissions for the City of Chula Vista.

Ms. Stevenson holds a Bachelor's degree in Industrial Organizational Psychology as well as a Master of Business Administration degree with an emphasis in Human Resource Management.

#### **DEANNA CANTRELL, EXECUTIVE RECRUITER**

Deanna Cantrell brings 28 years of municipal government passion and experience to Bob Murray & Associates as an executive recruiter. Deanna is recognized as a prominent driver of public safety leadership, innovative and evidence-based problem solving, advancing trust and community building, and developing leaders. She has a proven record for exceptional communication, talented public speaking, forward thinking policing, strategic planning, staff development, mentoring, and coaching.

Deanna was the Chief of Police for the City of Fairfield, California for over two years. Prior to that, Deanna served almost five years as the Chief of Police in San Luis Obispo (SLO) California, and over 21 years with the Mesa, Arizona Police Department where she moved through the ranks from Officer to Assistant Chief.

Deanna has built a deep-rooted history of building trust with the community, improving employee health and wellness, and advancing meaningful police transformation. Deanna has developed numerous testing processes, has assisted in over 20 executive recruitments, and is gifted in mentoring, coaching and recognizing and developing talent. She served for four years as the Co-Chair for the California Women Leaders in Law Enforcement (WLLE) and is the WLLE Foundation Board President, also chairing the mentoring committee. Deanna served for six years on the California Police Chiefs Association Board. She is currently an Executive Fellow for the National Policing Institute and is on the Board for Police2Peace. In 2018 Deanna was selected as the 24<sup>th</sup> District, California Congressional Woman of the year, and in 2022, Women Leaders in Law Enforcement established the Deanna Cantrell Exceptional Leadership award.

Deanna holds a Bachelor of Science in Education and a Master of Administration from Northern Arizona University. She has an Executive Development Certificate from CA POST, teaches Advancing Ethical Leadership for CA POST through Cal State Long Beach, and is a graduate of Northwestern University Police Staff and Command School where she is also an adjunct faculty member, teaching policy, executive image, strategic planning, internal conflict.

Deanna enjoys the arts, playing the guitar, golfing, and growing future leaders.

## **ALEXANDRIA KOPACK, RECRUITMENT AND OPERATIONS MANAGER**

Alex is the Recruitment & Operations Manager with Bob Murray & Associates, and partners closely with each executive recruiter to support both clients and candidates through the entire recruitment process. Alex offers support to the recruitment coordinators by ensuring each employee has the tools necessary for success within the firm. She also posts available positions to job boards, schedules interviews, conducts background checks on candidates, and creates marketing materials for each search.

Alex graduated with a bachelor's degree in Business Administration from Boise State University. She has several years of experience in many different office settings and is eager to assist in the hiring process.

In her spare time, Alex enjoys spending time with her husband, family, and poodle (Theo), as well as playing tennis whenever weather allows.

## **KATHY LOLAS, SENIOR RECRUITMENT COORDINATOR**

Kathy recently joined the Bob Murray & Associates team after eight years of retirement. She is serving as a Recruitment Coordinator and brings over 30 years of experience from the residential real estate, state government, and life coaching industries. As a Recruitment Coordinator, Kathy partners closely with executive recruiters to provide support to candidates and clients throughout the recruitment process. She assists with scheduling, conducting background checks, creating marketing materials, and posting advertisements for open recruitments.

Kathy returned to graduate school in 2015, earned her Master's degree and launched a private life-coaching practice. She is known for her outgoing personality, attention to detail and collaborative approach to successfully completing executive recruitments. In her free time, Kathy enjoys playing jazz piano, travel, boating, and playing with her poodle, "Rocky".

## **STEPHANIE MARSHALL, RECRUITMENT COORDINATOR**

Stephanie serves as a Recruitment Coordinator with Bob Murray & Associates, partnering closely with executive recruiters to support clients and candidates through the recruitment process. She assists with scheduling interviews, creating marketing materials, posting advertisements, and conducting background checks, as well as many other administrative tasks that contribute to the success of each recruitment.

Stephanie graduated with a Bachelor's degree in Anthropology and earned a Paralegal certification from the University of California, Davis. She's worked in various offices before her time at Bob Murray & Associates and is excited to assist in the hiring process.

During her free time, Stephanie enjoys spending time with family, reading high fantasy novels, and being out on the water.

## **GINI HERNDON, CONTRACTS ADMINISTRATOR/BOOKKEEPER**

Ms. Gini Herndon is the Contracts Administrator/Bookkeeper at Bob Murray & Associates. Ms. Herndon is the first point of contact at Bob Murray & Associates and has an extensive administrative background in business law.

Ms. Herndon is known for her collaborative approach as she works closely with our internal team and clients to ensure a successful search. As a first point of contact, Ms. Herndon is highly professional and maintains a high level of confidentiality and sensitivity.

## ***CORPORATION***

Bob Murray & Associates was founded in May 2000 and operated under the corporation name MBN Services, Inc. until June 2014; our new corporation name is GVP Ventures, Inc., incorporated in California in 2014. Contact information for the corporation and the firm is as follows:

GVP Ventures, Inc. OR Bob Murray & Associates  
1544 Eureka Road, Ste. 280  
Roseville, CA 95661  
(916) 784-9080  
[apply@bobmurrayassoc.com](mailto:apply@bobmurrayassoc.com)

Our corporation and firm are financially sound (and have been so since 2000), with documentation from our accountant available to your organization prior to final execution of a professional service agreement. We have never been involved in any litigation, aside from our personnel serving as expert witnesses when called to do so.

## ***PROFESSIONAL ASSOCIATIONS***

Our firm, represented by either our President or our Executive Vice President, are involved in the following organizations to remain engaged with current and future issues relevant to the work we conduct on behalf of clients like Town of Portola Valley:

- ◆ California Special Districts Association – *Member*
- ◆ California City Management Foundation (CCMF) – *Member*
- ◆ International City/County Management Association (ICMA) – *Member*
- ◆ League of California Cities – *League Partner*
- ◆ League of Women in Government – *Sponsor/Member*
- ◆ Municipal Management Association of Northern California (MMANC) –*Sponsor/Member*
- ◆ Municipal Management Association of Southern California (MMASC) –*Sponsor/Member*
- ◆ National Forum for Black Public Administrators (NFBPA) – *Committee member for Marketing and Branding*

Members of our leadership team not only attend events sponsored by these associations but are also frequently called upon to serve as panel members and to provide specialized lectures regarding industry-specific issues.

Recent and upcoming speaking engagements and trainings provided by our staff include:

- ◆ “Role of the Chief” class, presented by Joel Bryden on behalf of the California Police Chiefs Association
- ◆ Organization of Latino Affairs invited speaker, Valerie Phillips for Hispanic Heritage Month; and
- ◆ “The Next Step on Your Career Ladder: A Rung Up or a Missed Step? What City Managers are Seeking to Create a Dream Team,” Bob Murray & Associates is a leading participant on the MMANC 2019 Conference Panel

## REFERENCES

Clients and candidates are the best testament to our ability to conduct quality searches. Clients for whom Bob Murray & Associates has recently conducted similar searches are listed below:

**CLIENT:** Town of Los Altos Hills, CA  
**POSITION:** City Manager  
**REFERENCE:** Mr. Steve Mattas, Legal Counsel  
(510) 282-7033

**CLIENT:** City of Piedmont, CA  
**POSITION:** City Administrator  
**REFERENCE:** Ms. Michelle Kenyon, Esq.  
(510) 273-8780

**CLIENT:** City of Santa Clara, CA  
**POSITION:** City Manager  
**REFERENCE:** Ms. Aracely Azevedo, Director of Human Resources  
(408) 615-2161

*We appreciate the Town of Portola Valley's consideration of our proposal and look forward to working with you.*





## FOUNDERS' AWARD

### NOMINATION FORM

#### Founders' Award for Lifetime Contributions to the Town of Portola Valley

Portola Valley's Founder's Award for Lifetime Contributions recognizes the cumulative civic engagement and leadership of longstanding volunteers in the Town of Portola Valley.

**Nominee:** Gary Nielsen

**Nominator:** Nancy Lund

**Recommenders:** Nona Chiarello, Wil Patterson and Kevin Welch

**Date:** April 4<sup>th</sup>, 2023

**Qualifications:** Gary Nielsen represents the character of the quintessential Portola Valley volunteer in terms of dedication and commitment to town values, vision, and civility and has done so throughout many years of volunteerism in Portola Valley. He has made continued and significant contributions across a broad range that have benefitted the Town of Portola Valley and its community in both formal and informal ways. We enthusiastically endorse his nomination.

#### Service to Town

- 1969-1972: Los Trancos Water Co. Board of Directors
- 1984-1989: ASCC
- 1989-1992: Planning Commission
- 1992-2000: Town Council (Mayor 1994 and 1998)
- 2000-2015: Finance Committee
- 2000-present: Open Space Committee
- 2001-2002: Ad Hoc New Town Center Location Research Committee
- 2004-2006: Ad Hoc New Town Center Fund Raising Committee
- 2004-present: Jasper Ridge Biological docent (leading the Continuing Education Program)
- 2005: San Mateo County Grand Jury
- 2008: Blues and Barbeque honoree
- 2012-present: Police Commissioner

#### Service to Community Organizations

**Attachments:** Nomination Letter from Nancy Lund  
Letter of Recommendation from Nona Chiarello  
Letter of Recommendation from Wil Patterson  
Letter of Recommendation from Kevin Welch

## **APPENDIX**

### **Award Criteria:**

- Twenty years or more of distinguished service to the Town including on a committee, a commission and/or on the Town Council, as well as within other Town working groups, or within other Portola Valley local organizations (i.e. Portola Valley School District, Midpeninsula Regional Open Space, Friends of the Library, The Sequoias, etc.).
- Represent the character of the quintessential Portola Valley volunteer in terms of dedication and commitment to town values, vision, and civility.
- Continued and significant contributions across a broad range that have benefitted the Town of Portola Valley and its community in both formal and informal ways.
- Has not served on the Town Council for at least 5 years.
- May be awarded posthumously.

### **Nominating and Award Selection Process:**

- Nomination can occur at any time on an ad hoc basis (vs. annually)
- Nomination must include a nomination letter, the resume of the nominee (or list of contributions), and a minimum of 3 supporting letters of recommendation, sent to the Town Manager.
- Nominees to be evaluated and recommended by a standing subcommittee of the Council.
- Nomination process will be confidential; however, nominees will be notified once nominated. The nominee would confirm their willingness to be nominated for consideration by the entire Town Council.
- Recipients will be acknowledged at a Council meeting with a plaque, as well as having their name listed on a plaque at Town Center (location TBD).
- Limit of up to 4 award recipients per year.

It is with great pleasure I nominate Gary Nielsen for one of the first Founders' Awards for Community Service. Gary has played a leading role in town life for nearly double the time required to receive the honor. In 2008, because his unwavering support for the protection and preservation of open space, he was named a Blues and Barbeque Festival\* honoree for his significant role. Below is a list of his remarkable legacy...so far.

1969-1972: Los Trancos Water Co. Board of Directors

1984-89: ASCC

1989-1992: Planning Commission

1992-2000: Town Council, Mayor 1994 and 1998

2000-2015: Finance Committee

2000-present: Open Space Committee

2001-2002 *ad hoc* New Town Center Location Research Committee

2004-2006 *ad hoc* New Town Center Fund Raising Committee

2004-Present: Jasper Ridge Biological docent; created and leads the Continuing Education Program

2005: San Mateo County Grand Jury

2012-present: Police Commissioner

I believe that even the founders themselves would be astonished by how well Gary has carried forward their dreams for Portola Valley. He is well deserving of this recognition.

\*For thirteen years, the Blues and Barbecue Festival was a fund raiser for open space and a community builder.

Nancy Lund, Town Historian



5 Feb 2023

I enthusiastically support Nancy Lund's nomination of Gary Nielsen for a Founders' Award for Community Service. To illustrate Gary's service, I'd like to highlight some examples of his long-lasting contributions in two areas where I have worked most closely with him—the Portola Valley Open Space Committee, which I joined ten years ago with Gary's encouragement, and Jasper Ridge.

Gary's long tenure on the Open Space Committee has included very significant contributions, including three that have anchored my involvement in the committee.

Gary has been singularly important in Spring Down Open Space, the most visible of the town's open spaces. He drafted the 2009 Spring Down proposal that the Open Space Committee submitted to the Council, including detailed aspects such as a suggested trail layout. He monitored every step of Spring Down's progress, and, in 2018, he documented the story of its restoration. Gary's description of Spring Down's value as open space formed the core of a vision statement that has guided all restoration efforts since. It also highlighted the need and value of vision statements for other town-owned open spaces. Gary continues to serve as liaison to the Conservation Committee for restoration at Spring Down; this includes participating in field meetings to assess progress. His efforts have helped align the two committees.

Also in 2009, Gary created a brochure of town open spaces that included both a map of open spaces and a synopsis of how the town and residents brought about our incredible array of protected areas. Gary's 2009 map and brochure have been updated in the map and brochure that the open space committee finalized last year, but the core is still as Gary envisioned it. His layout, text, and even a photo are incorporated in the new documents.

In addition to very tangible contributions, Gary brings his knowledge of the town's history and residents to the discussions and decisions of the open space committee. In the days when our number one agenda item was acquisition, Gary, together with Chip McIntosh, provided the knowledge of properties, people, and possibilities. That knowledge is still vital as our focus has shifted to safeguarding what is already protected.

Gary's community service at Jasper Ridge also benefits Portola Valley. In 2011, after being a Jasper Ridge docent for a half dozen years, Gary proposed a program of Continuing Education geared especially to community docents who lead public tours, and he organized a steering committee to work out the logistics. At the conclusion of the program's first year, he reported that every slot was filled in every session. And he has continued the program every year since, except during the COVID closure. The program benefits Portola Valley directly, because a number of docents live in Portola Valley, and indirectly, by enhancing public appreciation of the local environment.

Knowing how much Gary has contributed to open space protection, I was stunned to see Nancy Lund's long list of Gary's other contributions to the town. He is clearly a community service hero!

Respectfully,  
Nona Chiariello  
[REDACTED]

Dear Tor and Nancy:

Here is my recommendation for Gary Nielson for the Founder's Award for Community Service:

I have known Gary Nielson through his dedication to the Town of Portola Valley, and also as a friend for over 30 years. His quiet and diplomatic manner, together with his many years of dedicated volunteer service to the Town of Portola Valley, is reflected in the respect that he holds throughout the community.

His focus and hard work was evident at our local gym where Gary's workouts were an inspiration to us all.

Both as a community leader and a kind and generous individual, I highly recommend Gary Nielson for the Founders Award for Community Service.

Wil Patterson

FROM THE DESK OF

## Kevin F. Welch

February 5, 2023

Founders Award for Community Service Committee  
Portola Valley, CA

Dear Committee Members for the Founders Award for Community Service,

It has been my pleasure to work with Gary Nielsen for the past twelve years as we served together on the Bicycle, Pedestrian, Traffic Safety Committee.

Gary selfishly devotes a great deal of his time to meet the needs of the committee. Gary takes on the task of moving the SMART radar speed trailer to different locations on Portola and Alpine Roads.

Gary's willingness to spend his time is a huge part of his persona - to give back to our town. He has always had a warm, cheerful attitude while working with me when we move the trailer and with all the Bicycle, Pedestrian, Traffic committee volunteers, as well as with the community members at large.

I wish to recommend Gary Nielsen to receive the Founders Award for Community Service as I can think of no one more deserving.

Sincerely yours,

Kevin F. Welch, Ph.D., MPA, MAT



## **TOWN OF PORTOLA VALLEY Committee / Commission Liaison Report**

---

**TO:** Mayor and Members of the Town Council

**FROM:** Mary Hufty

**DATE:** March 27,2023

**RE:** Historic Resource Committee

**Agenda in green and liaison comments in red:**

**APPROVAL OF MINUTES:** From April 22, 2022

**NEW BUSINESS:**

- a. Review of activities and long-range plans Committee would like to approach the town counsel- for authorization for the catalogues prepared by the working group to be allowed to be put on line on the website as well as allowing public access to the digital archives- 13000 items including digital interviews
- b. Committee status- the committee is interested in pursuing a non-Brown Act Working Group or Committee status if that policy is adopted.
- c. Discussion and display of plaque to recognize significant historic preservation activities- Jelich Farm, Mangini Roadhouse, Hallett's store, Fitzhugh Home and the Alpine Inn.
- d. Determining budget request for 2023-2024 annually asks for \$3500, this year - Plaques \$500, professional scanning \$1000, \$2000 to fund an on-line presence.
- a. Re-authorization of petty-cash expenditures Requesting a reauthorization for Petty Cash \$250.

**Meets annually and as needed.**



## TOWN OF PORTOLA VALLEY Committee / Commission Liaison Report

---

**TO:** Mayor and Members of the Town Council  
**FROM:** Mary Hufty  
**DATE:** April 5, 2023  
**RE:** Bicycle, Pedestrians & Traffic Safety Committee

**Agenda in green and liaison comments in red:**

Edward Holland, Chair, Angela Hay, Secretary- Patricia Baenen, Member Kevin Welch, Member Gary Nielson, Howard Young and the sheriff department representative in attendance.

**1. ORAL COMMUNICATIONS FOR ITEMS NOT ON THE AGENDA**

Issue was raised that committee YouTube recordings are available publicly on line- the consensus was that this was a useful source of information and a double check on minutes. Concern was the committee was not made aware and the posts were discovered incidentally.

**2. SHERIFF'S REPORT:**

No accidents to report, a request was made to increase presence of sheriff to protect on-coming traffic from >3 ft bike encroachment (from bike shoulders). Bikers agreed that we have some of the best and cleanest bike access in the Bay Area. Nielson and Holland will text specifics of areas of concern for police attention to the Sheriff's office.

**3. PUBLIC WORKS UPDATE:**

- a. General update- speeding on areas where emergency gates were open has been reported. Trees on Brookside have been removed. Valley Oak emergency access may need the traffic speed trailer when opened.
- b. Request for update on Parking signage at Portola Rd in the Vicinity of Windy Hill access – a work in process

**4. DISCUSSION OF COMMITTEE BUDGET NEEDS**

FLOCK traffic monitors are being requested by the public and the Sheriff's department

## 7. ONGOING COMMITTEE BUSINESS:

Considered a round-about at both entrances of Portola Valley to slow traffic and keep our rural character, also discussed adopting it for emergency evacuation adjustment.

Parking can be used along Alpine on the street for Ford Field users if that parking is too limited due to wet mud removal of mudslides, only while mud is drying out there. .

Request to the liaison for information on plans to review/update the Circulation Element of the General Plan. Brief discussion of General Plan Discussion Group process to be followed with the next year or two with a robust process and committee review.

They are looking forward to the General Plan review to comment on the Circulation Element.

- a. The next regularly scheduled meeting date is May 3<sup>rd</sup> 2023



## TOWN OF PORTOLA VALLEY Committee / Commission Liaison Report

### TOWN OF PORTOLA VALLEY

**TO:** Mayor and Members of the Town Council  
**FROM:** Mary Hufty  
**DATE:** March 27, 2023  
**RE:** ASSC meeting

**Agenda in green and comments in red:**

6:00 PM - CALL TO ORDER

Commissioners Cheung, Sill, Wilson present; 15 people on Zoom; 11 people in Town Hall.

NEW BUSINESS

1. Architectural Review of an addition/remodel at 3915 Alpine Road-Alpine Inn; File # PLN\_ARCH0022-2021
  - A Parking management plan is requested with 3 follow up appointments to increase the access for recreation, decrease light.
  - Jacob (staff consultant) made the presentation and Laura made the recommendations, Parks and Rec, Public Works, Clubs and parents have multiple working partnership to make this work.
  - Reducing game times is not ideal. Keeping the conversation open, dedicated spaces are helpful.
  - Deke Hunter stated “we generally need more check ins”. Don’t hold them hostage with a reasonable management plan. Get this project going! Weather and sanitation and good food...Do it today.
  - Approved with understanding that the a parking plan would be implemented.
  
2. Architectural and Site Development Review of a new single-family residence with detached carport, hardscape improvements, and landscape improvements. 501 Wayside Road; File # PLN\_ARCH0021-2022

- Presented by Jamie. 3BR and 2 Bathrooms ie Bourrne consulting planner. 45 cubic cut and more fill. 1.5 acre. Soil type SLS 1700m sq feet. With carport. Horseshoe drive.
  - Thomas Cook house burned down in CZU complex. Materials will be changed to Harding Board and darker. Less stone because of pricing.
  - 1 ASCC and 1 conservation member will review the updated landscape plan. Reducing planting and not disturbing the unstable soils.
3. Architectural Review of an eight (8) foot tall rear yard fence application where a six (6) foot tall fence is allowed at 235 Nathhorst Avenue, File # PLN\_FNCE 0001-2023
- 8 foot fence behind Roberts on property line was denied. Will be moved back 20 feet.



## TOWN OF PORTOLA VALLEY

### Liaison Memo

**TO:** Mayor and Members of the Town Council

**FROM:** Sarah Wernikoff

**DATE:** March 22 2023

**RE:** ASCC Meeting 3.13.23

#### **OVERVIEW:**

##### **1. Preliminary Architectural Review of addition/remodel at Alpine Inn.**

- The building currently includes a 450 SF kitchen addition that was added to the historic structure. The addition is significantly substandard by current standards. The applicant proposes to demolish the 450 SF kitchen and outdoor bar and construct a 968 SF kitchen addition in the same location as the existing lean to and outdoor bar area. The project also includes a new 102 SF walk in cooler and 106 SF outdoor bathroom addition at the rear of the building. Proposed improvements are intended to bring the facility up to code by replacing the kitchen to have code compliant cleaning, dishwashing, and storage areas, upgraded electric and gas services and fire sprinkler installation. The project includes some additional changes to the site including exterior lighting, mechanical equipment pads for upgraded utility and fire sprinkler installation explained further in a later report section. Proposed improvements are intended to improve restaurant efficiency, safety and continue operations; it is not intended to expand the restaurant capacity nor do the proposed conditions require any changes to the governing CUP.
- Commissioner feedback was supportive, including the following comments: "impressed with the proposal," "very good recommendations," and "it's an obvious improvement."
- ASCC commissioners requested applicant review plans with the chair and vice chair of the Parks and Rec Committee as the next step.
- Item also included a very preliminary conversation about a potential future request for access from the rear parking area to Alpine Road to improve circulation and safety.



## TOWN OF PORTOLA VALLEY

### Liaison Memo

---

**TO:** Mayor and Members of the Town Council

**FROM:** Sarah Wernikoff

**DATE:** Wednesday, April 12, 2023

**RE:** Parks & Rec Meeting 3.21.23

#### **OVERVIEW:**

1. Court Usage/Reservation Policy
  - a. Proposed policy:
    - i. Weekend policy (3-month trial): Pickleball prioritized Sat PM and Sun AM, tennis prioritized Sat AM and Sun PM.
    - ii. Any court may be used by a non-priority group UNTIL someone from the priority group shows up to play or has a reservation.
    - iii. Non-residents may ONLY make “same” day reservations, and they will have court usage visibility on Skedda.
    - iv. Sport court is not reservable.
  - b. Decision: Committee decided to defer vote to collect feedback from tennis community
2. Skateboard Ramp – pros/cons discussed, to be continued
3. Proposal for Simplifying and Clarifying Committee Operations – broad overview by Patty, to be continued
4. Trivia Night Proposal – Sat May 13<sup>th</sup>, goal of 50-75 participants, 5 rounds of 10 questions each, costs absorbed by P&R budget surplus, no ticket sales
5. Dog Park Proposals – no immediately viable options, to be continued
6. Hawthorns Property Planning – update from Midpen meeting
7. CA State Grant – no updates
8. Donated Horse Sculpture – no updates
9. Parking at Rossotti’s – Chair gave update of meeting with Alpine Inn



## TOWN OF PORTOLA VALLEY

### Liaison Memo

---

**TO:** Mayor and Members of the Town Council

**FROM:** Sarah Wernikoff

**DATE:** Wednesday, March 22 2023

**RE:** PVSD Monthly Meeting 3.14.23

#### **OVERVIEW:**

1. Discussed implications of Stanford Wedge property assessment and tax issues. Next step is outreach to Stanford team.
2. Gratitude and well wishes to Jeremy from PVSD partners.

**There are no written materials for  
Item 6**