


CITY OF CAPE CORAL
PARKS & RECREATION DEPARTMENT

TO: Mayor and Council Members

FROM: Steve Pohlman, Interim City Manager 

DATE: December 7, 2011

SUBJECT: December 12, 2011 Agenda Item G(1)
Review piggy backing with Madeira Beach's RFP
for a professional search firm

Attached are two documents from Madeira Beach. The first document is the Request for Proposal (RFP) that was issued: RFP 11-02: Request for Proposal Specification and Instructions, Consultant Services for Hiring of City Manager. The second document is the proposal from the firm that received the award, Colin Baenziger & Associates

Two (2) Consultant firms submitted a proposal and were found to have complied with the requirements for response/submittal set forth in the RFP. Staff is awaiting the proposal from the second firm, Springsted, Inc., which the Board of Commissioners chose not to award

Staff provides you these documents for review, to determine if you would like to move forward at the Monday, December 12 Council Meeting by piggybacking or potentially direct staff to immediately issue the City of Cape Coral's own RFP. Issuing a RFP is a process that would take up to four weeks.

Please be aware that in order to piggy back, Colin Baenziger & Associates would be the firm the City must select. As you will note from their proposal, they have significant experience in recruitment of City Managers as well other top municipal staff.

I apologize this packet is not complete however, based on the discussion on Friday, December 2, staff is attempting to allow you to review these materials as quickly as possible.

Should you require any additional information, please contact me.

SP/tl(MadeiraBeachRFP)

Attachments

SERVICES CONTRACT

THIS CONTRACT is made this _____ day of _____, 20__ by and between the CITY OF CAPE CORAL, FLORIDA, hereinafter called "CITY", and COLIN BAENZIDER & ASSOCIATES, doing business as a corporation, hereinafter called "CONTRACTOR".

WITNESSETH: For and in consideration of the payments and agreements mentioned hereinafter:

1. The CONTRACTOR will provide EXECUTIVE SEARCH SERVICES FOR CAPE CORAL'S CITY MANAGER in accordance with the Contract Documents.
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the completion of the services described in the Contract Documents. Time is of the essence in the performance of this Contract.
3. The CONTRACTOR will commence work as required by the CONTRACT DOCUMENTS within 10 calendar days after the receipt of the written Notice to Proceed and will complete the same in 120 days.

4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS for the following prices:

PHASE I: Needs Analysis / Information Gathering	\$ 3,000
PHASE II: Recruiting	\$ 6,000
PHASE III: Screening	\$ 8,000
PHASE IV: Interview Process Coordination & City Manager Selection	\$ 1,500
PHASE V: Negotiation, Warranty & Continuing Assistance	\$ 1,500
TOTAL PHASE I - V	\$20,000

Pricing is based upon the CONTRACTOR review and recommendation of 5 candidates and 1 alternate for City Council interviews. Review of up to 10 candidates by CONTRACTOR upon CITY request will result in an additional fee of \$1,500.00.

Cost of each phase is inclusive of all the CONTRACTOR'S expenses and costs.

Additional services outside the outline scope will be charged at \$125 per hour.

5. **WARRANTY:** Provided the CONTRACTOR conducts the full search and the CITY selects from among the candidates recommended by the CONTRACTOR, the CONTRACTOR will warrant the following:
 - a. The CONTRACTOR will not approach the selected candidate concerning any other position as long as the individual is employed by the City
 - b. If the selected individual leaves for any reason other than an act of God (for example, total incapacitation or death) within the first year, CONTRACTOR will repeat the search at no charge. If selected City Manager departs during the second year for any reason other than an act of God, CONTRACTOR will repeat the search for the reimbursement of expenses only.
 - c. If CITY is not satisfied with any of the candidates CONTRACTOR presents, CONTRACTOR will repeat the search until the CITY is satisfied.
 - d. The price is guaranteed and will be exceeded for any reasons, even if conditions change after the contract is executed.
6. This Contract may be terminated by the CITY for its convenience upon thirty (30) days prior written notice to the CONTRACTOR. In the event of termination, the CONTRACTOR shall be paid as compensation in full for work performed to the day of such termination, an amount prorated in

accordance with the work substantially performed under this Contract. Such amount shall be paid by the CITY after inspection of the work to determine the extent of performance under this Contract, whether completed or in progress.

7. The Term "**Contract Documents**" shall include this Contract, Exhibit A "Search Methodology/Work Plan as attached, request for proposal issued by the City of Madeira Beach and the CONTRACTOR'S formal response to that request for proposal dated September 20, 2011. In the event of conflict between any provision of any other document referenced herein as part of the contract and this Contract, the terms of this Contract shall control.
8. **Assignment:** This Contract may not be assigned except with the written consent of the CITY, and if so assigned, shall extend and be binding upon the successors and assigns of the CONTRACTOR.
9. **Disclosure:** The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or other compensation contingent upon or resulting from the award or making of the Contract.
10. **Administration of Contract:** The Financial Services Director, or her representative shall administer this Contract for the CITY.
11. **Governing Law:** The validity, construction and effect of this Contract shall be governed by the laws of the State of Florida. All claim and/or dispute resolution under this Agreement, whether by mediation, arbitration, litigation, or other method of dispute resolution, shall take place in Lee County, Florida. More specifically, any litigation between the parties to this Agreement shall be conducted in the Twentieth Judicial Circuit in and for Lee County, Florida. In the event of any litigation arising out of this Contract, the prevailing party shall be entitled to recover from the non-prevailing party reasonable costs and attorney's fees.
12. **Amendments:** No Amendments or variation of the terms or conditions of this Contract shall be valid unless in writing and signed by the parties.
13. **Payments:** CITY shall make payment and CONTRACTOR shall be in receipt of all sums properly invoiced within thirty (30) days of the City's receipt of such invoice unless, within a fifteen (15) day period, CITY notifies CONTRACTOR in writing of its objection to the amount of such invoice, together with CITY'S determination of the proper amount of such invoice. CITY shall pay any undisputed portion of such invoice within such thirty (30) day period. If CITY shall give such notice to the CONTRACTOR within such fifteen (15) day period, such dispute over the proper amount of such invoice shall be resolved, and after final resolution of such dispute, CITY shall promptly pay the CONTRACTOR the amount so determined, less any amounts previously paid by CITY with respect to such invoice. In the event it is determined that CITY has overpaid such invoice, the CONTRACTOR shall promptly refund to the CITY the amount of such overpayment.
14. **Contractor's Representations:** In order to induce CITY to enter into the Contract CONTRACTOR makes the following representations:

CONTRACTOR has demonstrated knowledge and experiences in the performing executive searches for key personnel for local governments.

CONTRACTOR has extended the terms of the formal proposal submitted to the City of Madeira Beach to the City of Cape Coral.

CONTRACTOR has made or caused to be made examinations, investigations and tests and studies as deemed necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.

CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

CONTRACTOR has given CITY written notice of all conflicts, errors or discrepancies that have been discovered in the CONTRACT DOCUMENTS and the written resolution thereof by CITY is acceptable to CONTRACTOR.

15. **Indemnity:** To the extent permitted by law (F.S. 768.28), the CONTRACTOR shall indemnify and hold harmless the CITY, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR and any persons employed or utilized by CONTRACTOR in the performance of this Contract.
16. **Damage Liability:** The awarded CONTRACTOR shall be responsible for all claims filed for damage to private property, windows, screen enclosures, real estate signs, etc. Additionally, the CONTRACTOR shall be responsible for damage to all public property or utility property, fire hydrants, catch basins, guy wires, telephone pedestals, etc. Copies of all damage claims shall be submitted to the Procurement Division.
17. **Invalid Provision:** The invalidity or unenforceability of any particular provision of this Contract shall not affect the other provisions hereof, and the Contract shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
18. **Project Records:** The CONTRACTOR shall maintain auditable records concerning the procurement adequate to account for all receipts and expenditures and to document compliance with the specifications. These records shall be kept in accordance with generally accepted accounting principles, and the CITY reserves the right to determine the record-keeping method in the event of non-conformity. These records shall be maintained for five (5) years after final payment has been made, and shall be readily available to CITY personnel with reasonable notice, and to other persons in accordance with the Florida Public Disclosure Statutes.
19. **Insurance:** Unless otherwise specified, FIRM shall, at its own expense, carry and maintain the following minimum insurance coverage, as well as any insurance coverage required by law:
- a. Workers' Compensation Insurance with limits that comply with statutory requirements and Employer's Liability Insurance with a lower limit of \$1,000,000 per occurrence, including, without limitation, coverage for Occupational Diseases, to provide for the payment of benefits to its employees employed on or in connection with the Work covered by this Agreement and/or to their dependents.
 - b. Broad Form Commercial General Liability Insurance (on an occurrence basis), with a minimum combined single limit for Bodily Injury, including Death of \$1,000,000 per occurrence and for Property Damage of at least \$1,000,000 per occurrence.
 - c. Business Auto Liability Insurance with minimum Bodily Injury and Death Limit per accident of \$1,000,000 and a minimum Property Damage Limit per accident of \$1,000,000.

- d. FIRM shall require its subcontractors to provide for such benefits and carry and maintain the foregoing types of insurance at no expense to CITY.
- e. CITY shall be named as an "Additional Insured" under the CONTRACTOR'S General Liability Insurance Policy with respect to the services performed by the CONTRACTOR or by the OWNER.
- f. Prior to commencing any Work under this Agreement, FIRM shall submit to CITY a certificate or certificates of insurance evidencing that such benefits have been provided, and that such insurance is being carried and maintained. Such certificates shall stipulate that the insurance will not be cancelled or materially changed without thirty (30) days prior written notice by certified mail to CITY, and shall also specify the date such benefits and insurance expire. FIRM agrees that such benefits shall be provided and such insurance carried and maintained until the Work has been completed and accepted by CITY.
- g. Such benefits and such coverage as are required herein, or in any other document to be considered a part hereof, shall not be deemed to limit Firm's liability under this Agreement.

20. **Unauthorized Aliens:**

The employment of unauthorized aliens by any Contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of any contract resulting from this solicitation. This applies to any sub-contractors used by the Contractor as well.

21. **Entire Agreement:** This Contract constitutes the entire and exclusive agreement between the parties and supersedes any and all prior communications, discussions, negotiations, understandings, or agreements, whether written or verbal.

DRAFT

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IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed, by their duly authorized officials this Contract in two counterparts which shall be deemed an original on the date last signed as below written:

WITNESS CITY:

CITY:

City of Cape Coral, Florida

Signature: _____

Signature: _____

Typed Name: Rebecca van Deutekom

Typed Name: _____

Title: City Clerk

Title: City Manager

Date: _____

DRAFT

DRAFT

CITY LEGAL REVIEW

Dolores Menendez
City Attorney

Date

WITNESS CONTRACTOR:

CONTRACTOR:

Company: _____

Signature: _____

Signature: _____

Typed Name: _____

Typed Name: _____

Title: _____

Title: _____

Date: _____

EXHIBIT A SEARCH METHODOLOGY/WORK PLAN

The following search methodology has been refined over the past 10 years until it is virtually foolproof. It is the process we have used in all of our searches. We can also modify it to integrate your ideas into the process. Our goal is to provide you with the opportunity to obtain the information you need to make the right decision.

Phase I: Information Gathering

Task One: Needs Assessment

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

- Compile background information from the jurisdiction's website and other sources,
- Interview the Council Members. Our goal is to develop a strong sense of your community, its expectations, its challenges and its leadership. As part of this effort, we will attend a City Council meeting,
- Meet with key staff to obtain their input on the position and challenges
- Determine the characteristics of the ideal candidate. These will likely include experience, longevity, education, personality, demeanor, and achievements as well as other items the elected officials and stakeholders consider important,
- Develop selection criteria and evaluation formats,
- Determine a reasonable compensation package.

Typically, we meet with the elected officials individually and then as a group. We also want to finalize the timeline for the recruitment so that candidates can mark their calendars well in advance and will be available when the City Council conducts its interviews.

If the City Council wishes, we will incorporate meetings with members of the community to gather their insights. These can be very valuable as they provide additional points of view and a better understanding of the elements of the community. In a sense, they help us develop an understanding of the community's tapestry.

Phase II: Recruitment

Task Two: Develop Recruitment Materials

Based on the information we gather, CB&A will next develop a comprehensive recruitment profile. Once we have completed our work, we will provide our draft for your review and comment. Your suggestions will be incorporated, and the final recruitment profile will be used in our recruiting efforts. Samples of our work can be found on our firm's website under the "Active Recruitments" tab. More elaborate promotional materials can also be found at: http://www.cb-asso.com/s_r.html.

Task Three: Recruit Candidates

As we understand it, the City wants to consider only candidates with experience in Florida and preferably South Florida. CB&A uses a number of approaches to identify and attract these people. We say people, and not person, because our goal is to bring you three to five excellent finalists, all of whom will do the job extraordinarily well and who are so good that you will have a difficult time choosing among them. Then you can select the one who is the best fit with you and your community. These approaches are:

□ **Networking.** The best approach is diligent outreach. We will network with our colleagues and consult our data base. As we identify outstanding candidates (many of whom are not in the market), we will approach them and request that they apply. Many excellent candidates are reluctant to respond to advertisements because doing so may alienate their current employers. When we approach them, their credentials are enhanced rather than diminished.

□ **Advertising.** While we will seek out the best, we will not ignore the trade press which sometimes yields strong candidates. We intend to contact the members of organizations such as the Florida League of Cities, Ken Small's CMs and so on. We will post it with the International City/County Management Association where our goal will be to attract strong candidates with Florida experience but have left the state and want to return. We will also post it on our Website, www.cb-asso.com. We generally do not use newspapers or generic websites because while they produce large numbers of applications, they generally do not produce the type of candidates we are seeking.

□ **Email.** We will also e-mail the recruitment profile to our list of over 7,000 managers and professionals who are interested in local government management. One of the advantages of email is that if the recipient is not interested, he/she can easily forward the recruitment profile to someone else who may be.

The Private Sector. Some of our clients ask that private sector candidates be included among our recommended finalists. While we do not routinely recommend candidates without any experience in government, we have been very successful in finding highly qualified and capable private sector people to bring forward.

Phase III: Screening and Finalist Selection

Task Four: Evaluate the Candidates

Based on our most recent recruiting efforts, we anticipate receiving resumes from 60 to 100 applicants. Narrowing the field to six to ten candidates we will present for the Council requires a mixture of in-depth research and subjective evaluation. Our process follows.

Step One. Initial Screening. CB&A will evaluate all resumes and identify the top 8 to 12 candidates. Some of these may be in-house candidates or individuals who have held high level positions in other governments but who have never been the manager. Often these people simply need the opportunity. Using a football analogy, Vince Lombardi was an assistant coach with the New York Giants prior to being hired by the Green Bay Packers. Hence, we do not believe we should only consider those who have already held the position we are recruiting for.

Step Two. Screening Interview. Our lead recruiter, and possibly other senior representatives of the firm, will interview each of these candidates. Using our experience as managers and recruiters as well as our unique ability to assess candidates, we will make a determination of the candidates' abilities and whether or not to recommend they go forward in the process. Once the candidates have passed the initial screening interview, a member of our staff will conduct a further interview and prepare a written summary.

Step Three. Background Investigations. For those that remain in consideration, CB&A will conduct extensive background checks. Specifically, we will:

Interview References: We tell the candidate with whom we wish to speak. These include current and former elected officials, the municipal attorney, the external auditor, staff members, peers, news media representatives, the director of the local chamber of commerce, community activists, and others who know the candidate. We also attempt to contact some individuals who are not on the candidate's list. Typically we reach eight to ten people and prepare a written summary of each conversation.

Conduct Background Checks. Through our third party vendor, American DataBank, we will conduct the following checks: criminal records at the county, state and national level; civil records at the county and federal level; bankruptcy and credit; and motor vehicle. We also verify education and employment for the past 15 years.

Search the Internet and Newspaper Archives. Virtually every local newspaper has an archive that provides stories about perspective candidates, the issues they have dealt with, how they resolved them and the results. These articles also provide insight into the candidate's relationship with the public and the elected officials. Of course, not all news sources are unbiased and we consider that in our evaluation.

Our goal in these checks is to develop a clear picture of each candidate and each of the avenues we pursue is a piece of the puzzle. We crosscheck sources, search for discrepancies and resolve them when we find them. When sensitive or potentially embarrassing items are discovered, they are thoroughly researched. If we conclude the situation is damaging or even questionable, the candidate will be dropped from further consideration.

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

Task Five: Finalist Selection and Presentation.

We evaluate the information we have gathered and select five candidates and one alternate for presentation to the Council. It should be noted that selecting strong candidates is more an art than a science. While we consider standard ranking factors and the elements of the job, ultimately the most important factor is who we believe will be a good fit with the elected officials, stakeholders and the jurisdiction. Typically 40% of our finalists are women and/or minorities.

For the selected candidates, CB&A will compile the information we have developed into a notebook. Specifically, it will include the following information for each candidate: his/her resume a summary of our interviews with the candidate, the results of our background checks, his/her reference checks, and our compilation of materials from Internet/newspaper archives. The notebook will also include some advice on interviewing, a series of questions the elected officials may wish to ask (as well as some areas that it is not wise to get into) and some logistical information.

If you wish, we can also ask the finalists to provide written responses to a list of questions. We do not recommend this approach. While these responses can offer insight, the best candidates are often employed and very busy. They either do not have time to develop detailed responses to questions or do not wish to and withdraw from the process. Consequently, we have found asking candidates for written responses to questions to be counterproductive. Instead as noted above we conduct interviews with the candidate, ask the questions, prepare summaries and include them in the background notebooks. It is much easier for a candidate to find 45 minutes to talk to our staff than to find 10 or so hours developing written answers to questions.

Task Six: Notify All Candidates of Their Status

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

Phase IV: Coordinate the Interview Process and City Manager Selection

Task Seven: Coordinate the Candidate Assessment Process

We believe the Council should observe the finalists in a number of settings. We also recommend you invite the finalists' spouses so they can spend time in your community and evaluate the new area.

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

Later, that evening, the elected officials and their spouses host a reception for the candidates and spouses. The purpose is to observe how the finalists respond to a social situation. Your next City Manager will, after all, represent your local government in numerous and a variety of venues. It is thus important to know how the individual will respond in a social setting. The reception also serves as an ice breaker whereby the elected officials and the candidates get to know one another informally. It should be noted that in some cases, confidentiality may preclude a reception.

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

After lunch, the elected officials as a group, would interview each candidate so that they can assess the candidates in a formal meeting.

Formal Assessment Tools and Tests. Formal assessment tools (such as personality tests and management in-basket exercises) can be utilized either at this stage or earlier in the process if you desire. Typically our clients do not utilize them but rather depend on our expertise. Where such tests have been conducted, they have verified our recommendation in every case. Nonetheless, we will make them available at an additional cost should you wish to use them.

Task Eight: Debriefing and Selection

Once the interviews have concluded, CB&A suggests the elected officials adjourn and hold a meeting a day or two later to select the next City Manager. Although the selection can be made the same day as the interviews, this decision is quite important and we recommend you take a little time to consider what you have seen and heard.

In terms of the final selection, we have a simple methodology we have developed that moves the elected body quickly and rationally to the desired outcome.

Once the selection has been made, CB&A will notify the finalists of their status. The candidates are eager to know their status and we feel it is important that they be kept informed. As your search consultant, they look to us for information and consequently we feel it is incumbent on us to keep them informed.

Phase V: Negotiation and Continuing Assistance

Task Ten: Notification, Contract Negotiations and Warranty

Should the Council wish we will assist in the employment agreement negotiations. Generally a member of the elected body and the attorney conducts the actual negotiations while we provide advice and assistance concerning the compensation

package and contract. If you request, we can also take the lead role in the negotiations. We also have a standard contract you are welcome to use. Your attorney, of course, will prepare the final contract. Since the basic parameters will have been discussed with the candidates and the candidates have been thoroughly vetted, we expect a relatively prompt agreement.

Task Eleven: Continuing Assistance

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

Communications: We will provide biweekly reports about the status of the search, in writing or by phone, depending upon your preference. If by phone, we will make them either to the elected officials as a whole or to its members individually.

Samples of Promotional Materials:

Most of our clients rely on a simple, well written recruitment profile such as the one we recently did for Key Biscayne. See Appendix B.

The City's Obligations

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

If any or all of the following information is not available on the Internet, CB&A also expects the City staff to provide the following information to each of the finalists: the current year budget, an organizational chart, any current strategic and long range plans, a copy of the City Charter, any job descriptions and other materials defining the role and duties of the City Manager. Once the finalists have been selected, your staff will mail this material to them. We may jointly determine that other relevant materials should also be provided.

CB&A would like to attend every meeting of the elected officials during our assignment, but regular attendance is not possible. Consequently, we would appreciate staff forwarding copies of audiotapes of meetings we cannot attend.

PROJECT TIMELINE: TO BE DETERMINED

Phase I: Needs Assessment & Data Gathering

DATE: Colin Baenziger interviews the elected officials to: 1) get to know the elected officials, 2) understand the issues the next City Manager will face, 3) understand any unique elements of the job, 4) develop a description of the ideal candidate and 5) determine the desired compensation. Colin Baenziger begins drafting the recruitment profile for publications and prospective candidates.

DATE: Colin Baenziger submits the draft of the full recruitment profile to the City for its review. Council can discuss it the (date) workshop meeting. Comments will be due back by (date).

Phase II: Recruiting

DATE: The full recruitment profile is posted on CB&A's website and submitted to publications. It is also e-mailed to over 7,000 government professionals.

DATE: Closing date for submission of applications.

DATE: CB&A reports the results of the recruiting effort to the Council.

Phase III: Screening

DATE: CB&A begins screening candidates

DATE: CB&A forwards the semi-finalist materials to the City including the candidates' resumes, a summary of our interviews with them, the results of our background checks, and Internet results. Materials arrive on (date) which is a regular meeting.

DATE: Colin Baenziger reviews the finalists with the City's elected officials via telephone (or possibly in person).

Phase IV: Interview Process Coordination and City Manager Selection

DATE: City holds reception for candidates and spouses.

DATE: Elected officials interview the candidates one-on-one.

DATE: City selects its next City Manager at a Council meeting.

Phase V: Negotiation, Warranty & Continuing Assistance

DATE: Ratify Contract a Council Meeting



CITY OF MADEIRA BEACH

**REQUEST FOR PROPOSAL
SPECIFICATIONS AND INSTRUCTIONS
CONSULTANT SERVICES
FOR HIRING OF CITY MANAGER**

**RFP 11-02
PROPOSALS ACCEPTED UNTIL
2:00 PM Thursday, September 22, 2011**

AT

**CITY OF MADEIRA BEACH
300 Municipal Drive
Madeira Beach, FL 33708-1916**

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**CITY OF MADEIRA BEACH
CONSULTANT SERVICES
FOR HIRING OF CITY MANAGER**

RFP 11-02

REQUEST FOR PROPOSAL (RFP) PROCEDURES

The City of Madeira Beach is seeking sealed proposals from consultants to provide consulting services for the purpose of assisting the City of Madeira Beach in the hiring of a new City Manager.

Proposals submitted in response to the RFP must provide sufficient detail and information to complete an evaluation of their merit. The instructions contained herein must be followed to be considered responsive to the RFP. The City reserves the right to reject any or all responses.

Proposals shall be based on the attached Scope of Work/Services. You may obtain the RFP in person at the address below or by emailing your request to gstilton@madeirabeachfl.gov.

Sealed Proposals: Responses to this request for proposal (please submit one signed unbound original, five (5) copies and one (1) cd copy should be submitted in a sealed envelope, clearly identified as:

**RFP 11-02
"Consultant for Hiring of City Manager"
2:00 PM Thursday, September 22, 2011
DO NOT OPEN IN MAILROOM**

Responses should be mailed or delivered to:

**City of Madeira Beach
Attn: Ginger Stilton, City Clerk
300 Municipal Drive
Madeira Beach, FL 33708**

Proposals are due no later than the time and date noted above. Any proposals received after that time and date will not be opened. Any individual requiring special assistance must notify the City Clerk, Ginger Stilton, in writing, 48 hours in advance so that arrangements can be made.

Ginger Stilton, City Clerk

SECTION B GENERAL CONDITIONS

Respondents are required to submit their proposals upon the conditions expressed in these instructions.

1. RESPONDENT'S ABILITY

It is the intent of the City to award the contract for this work to a Respondent whose experience, skill, and financial resources are fully equal to the task of providing the required professional services. Upon request by the City, any Respondent shall be prepared to submit an attested statement of his ability, financial status, and history.

2. PROPOSAL GUARANTEE

Decision on the acceptance or rejection of the various proposals will be made as soon as practicable after proposals are received, but the right is reserved by the City to defer action on awarding a Contract for ninety (90) calendar days.

3. BASIS UPON WHICH PROPOSALS ARE SOLICITED AND AWARDED

Proposals are solicited on the basis of the evaluation criteria set forth in the RFP documents. Award of the Contract will be completed in accordance with the terms of this RFP.

4. ASSIGNMENT OF CONTRACT

The act of submitting a proposal in response to this RFP shall constitute an agreement that no assignment of any resulting Contract shall be made without the written consent of the City.

5. CANCELLATION OF CONTRACT

The City of Madeira Beach reserves the right to terminate the Contract under the terms of this RFP and any terms negotiated in any Contract.

6. PREPARATION OF PROPOSALS

The Respondent's proposal shall be submitted as required by the RFP documents in accordance with these instructions. Completeness and attention to detail are factors in the evaluation of the proposals.

7. REJECTION OF PROPOSALS

The City reserves the right to reject any proposal that it deems to be non-responsive to the requirements of the specifications. The judgment of the City shall be final in determining the capability, experience, and ability of the Respondent to successfully provide the required professional services. Failure to convince the City of such capacities shall result in the rejection of the response.

The City reserves the right to reject any or all responses and to waive any irregularity, variance or informality whether technical or substantial in nature, and to accept or reject any item or combination of items, in keeping with the best interests of the City.

8. COSTS INCURRED BY RESPONDENT

All expenses involved with the preparation and submission of proposals to the City, or any work performed in connection therewith, shall be borne solely by the Respondent(s). No payment will be made for any responses received, or for any other effort required of, or made by, the Respondent prior to Contract commencement.

9. INQUIRES AND ADDENDA

Each Respondent shall examine the RFP documents. Any inquiries, suggestions or requests concerning interpretation, clarification, or additional information pertaining to this RFP shall be made ten (10) days prior to the proposal submission date through the City of Madeira Beach's City Clerk, Ginger Stilton, at 300 Municipal Drive, Madeira Beach, FL. The City shall not be responsible for oral interpretations given by any City employee, representative, or others. The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this RFP, the City will attempt to notify all prospective Respondents who have requested a copy of the RFP. However, it shall be the responsibility of each Respondent, prior to submitting a response, to contact the City of Madeira Beach's City Clerk, Ginger Stilton (727-391-9951) to determine if addenda were issued and to make such addenda a part of the response.

10. INSURANCE REQUIREMENTS

A: General:

Before starting and until the termination of the Contract, the firm shall procure and maintain insurance of the types and the limits specified in paragraphs (1) through (5) below.

B: Coverage and Limits:

1. Insurance

The firm shall provide the following described insurance, except for coverage specifically waived by the City, on policies and with insurers acceptable to the City.

These insurance requirements shall not limit the liability of the firm. The City does not represent these types or amounts of insurance to be sufficient or adequate to protect the firm's interests or liabilities, but are merely minimums.

Except for workers' compensation and professional liability, the firm's insurance policies shall be endorsed to name the City as an additional insured to the extent of the City's interests arising from this Contract.

Except for workers' compensation, the firm waives their rights of recovery against the City, to the extent permitted by its insurance policies.

The firm's deductibles/self-insured retention shall be disclosed and may be disapproved by the City. They shall be reduced or eliminated at the option of the City. The firm is responsible for the amount of any deductible or self-insured retention.

Minimum Limits for Liability Coverage

The firm shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial and Business Auto policies of the Insurance Services Office.

Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required for Workers' Compensation Coverage section) and the total amount of coverage required.

2. Commercial General Liability

The occurrence form of Commercial General Liability must be provided.

Coverage A shall include premises, operations, products and completed operations, independent Contractors, contractual liability covering this Contract, and broad form property damage coverage.

Coverage B shall include personal injury coverage C, medical payments, is not required.

3. Business Auto Liability

Business Auto Liability coverage is to include bodily injury and property damage arising out of operation, maintenance or use of any auto, including owned, non-owned, and hired automobiles and employee non-ownership use.

4. Workers Compensation Coverage

The firm shall purchase and maintain workers' compensation insurance for all workers' compensation obligations imposed by state law and employers liability limits of at least \$100,000 each accident and \$100,000 each employee, \$500,000 policy limit for disease.

5. Professional Liability

The firm shall procure and maintain for the life of this contract, Professional Liability Insurance. This insurance shall provide coverage against such liability resulting from this contract. The minimum limits of coverage shall be \$1,000,000 per occurrence with deductible or self-insured retention (SIR) indicated.

D: Hold Harmless:

The firm shall hold the City, its employees, agents and elected officials harmless against all claims for bodily injury, sickness, disease, death, personal injury, damage to property or loss

of use resulting therefrom, arising out of performance of the Contract, including the acts of the subcontractors, unless such claims are a result of the City's own negligence.

1. Payment on Behalf of City

The firm agrees to pay on behalf of the City, and to pay the cost of the City's legal defense, as may be selected by the City, for all claims described in the Hold Harmless paragraph. Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

E: Certificates of Insurance

Required insurance shall be documented in Certificates of Insurance which provide that the City shall be notified at least 30 days in advance of cancellation, non-renewal or adverse change (increase in rate, elimination of key coverage, etc.) New Certificates of Insurance are to be provided to the City at least 15 days prior to coverage renewals.

If requested by the City, the firm shall furnish complete copies of the firm's insurance policies, forms and endorsements. For Commercial General Liability coverage the firm shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the firm's obligation to fulfill the insurance requirements herein.

F: Insurance of the Respondent Primary

Insurance required of the Respondent shall be considered primary. Insurance of the City shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of City, Insurance, Additional Insurance and Certificates of Insurance provisions of the Contract.

11. LOBBYING

Lobbying of Evaluation Committee members, City of Madeira Beach employees, or elected officials regarding Request for Proposals (RFP's), Bids or Contracts, by the Respondent or any member of the Respondent's staff, an agent of the Respondent, or any person employed by any legal entity affiliated with an organization that is responding to the RFP, Bid or Contract is strictly prohibited upon advertisement and shall be prohibited until a written recommendation of award is made. For purposes of this provision lobbying activities shall include but not be limited to, influencing or attempting to influence action or non-action in connection with any RFP, Bid or Contract through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any RFP proposal, Bid or Contract to be rejected.

12. PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

13. INSPECTION/EXAMINATION OF PROPOSALS

Proposals will not be available for public inspection until such time as there is a notice of decision or intended decision of award or within thirty (30) days of the opening date, whichever is earlier (Reference Florida Statutes Chapter 119.071(b), unless authorized by the Interim City Manager. Additionally, items specifically designated as "trade secrets" in compliance with Fla. Stat. Chapter 812.081 are exempt from Florida's Public Records Law (Fla. Stat. Chapter 815.045)

14. APPROPRIATIONS CLAUSE

The City, as an entity of government, is subject to the appropriation of funds by its legislative body in an amount sufficient to allow continuation of its performance in accordance with the terms and conditions of this contract for each and every fiscal year in which this contract is executed and entered into and for which this contract shall remain in effect. Upon notice that sufficient funds are not available in the subsequent fiscal years, the City shall thereafter be released of all terms and other conditions.

15. NO COLLUSION

By offering a submission to the RFP, the proposer certifies the proposer has not divulged to, discussed or compared his/her competitive proposal with other proposers and has not colluded with any other proposer or parties to this competitive proposal whatsoever.

16. WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn at any time prior to the opening of the proposals. Any late request for withdrawal will not be considered.

17. GOVERNING LAWS

Any contract(s) resulting from this RFP shall be governed by the Laws and Regulations of the State of Florida and the City of Madeira Beach. Venue shall be in Pinellas County, Florida.

18. CONFLICT OF INTEREST DISCLOSURE

Each Respondent shall include a disclosure statement with their proposal specifying any potential conflict of interest, real or apparent, that the firm may have due to ownership, other clients, contracts, or interests associated with the City of Madeira Beach.

**SECTION C
SCOPE OF SERVICES
CONSULTANT SERVICES**

1. BACKGROUND

1.1 City Services

The City of Madeira Beach is a Florida municipality located on the Gulf of Mexico just west of St. Petersburg, FL in Pinellas County. The City is a beach community with a population of approximately 4,263 people. Madeira Beach provides the following services:

- Stormwater
- Marina, downtown boat slips
- Solid Waste Collection

The City operates under a Commission/City Manager form of government with four Commissioners and a Mayor. The terms of office are currently 2 and 3 years, respectively. The City has a full and part time workforce of approximately 73 employees and is responsible for a fiscal year 2011 Budget of over \$5M including operations, reserves and capital.

More detailed information on the City government and the services that it provides can be found at the City's website: <http://www.madeirabeachfl.gov>.

2. PURPOSE

The City is seeking proposals from consultants or firms qualified to provide consultant services for the purpose of assisting the City Commission with the hiring of a new City Manager.

3. STATEMENT OF WORK

3.1 Scope of Services

The services to be performed will include the following:

1. Assist the City to develop a job description, strategy and process for carrying out the recruitment of a City Manager, including outreach to encourage applicants from diverse backgrounds to apply.
2. Identify potential contacts and conduct personal outreach recruiting to include posting the position through national channels. Assist the City in preparing and placing advertisements for the position in appropriate industry job services.
3. Review resumes for background and qualifications followed by telephone and/or video interviews to clarify each applicant's experience and to prepare a written summary of candidates with the most promising qualifications for the position.

4. Evaluate candidates for serious considerations (five to six candidates) by conducting in depth reference checks with individuals who are or have been in a position to evaluate the candidate's performance on the job. Through these reference checks, ascertain the candidate's strength in personal dimensions identified by the job description as well as the contractor's interviews with stakeholders.
5. Finalize and participate in a process with the City for interviews and coordinate candidates' participation in interviews.
6. Debrief with the City following interviews and identify additional candidates if necessary.
7. Verify selected candidates' educational background, and conduct criminal, financial, media and civil litigation checks.
8. In the event politically sensitive or potentially embarrassing issues arise from the candidate's background, conduct in-depth interviews with the principle parties to clarify the event and clearly present to the City a picture of the event.
9. Notify rejected applicants.
10. In the event that the selected candidate leaves employment with the City before a period of one year, an additional recruitment and selection process will be conducted at no cost to the City.

4. QUALIFICATIONS

4.1 The Consultant shall meet the following qualifications criteria:

4.1.1 Graduation from an accredited college or university in the USA.

4.1.2 Must be familiar with Florida's Sunshine Law.

4.1.3 The Consultant must have extensive public sector executive search experience.

5. Schedule

The anticipated project schedule (subject to change) is:

- | | |
|--------------------------------|--------------------|
| • RFP Advertised | September 11, 2011 |
| • Proposals due to the City | September 22, 2011 |
| • Commission Discussion Begins | October 5, 2011 |
| • Contract Approval Date | October 11, 2011 |

2. EVALUATION CRITERIA & FIRM SELECTION

The Respondents will be forwarded to the City Commission. The City Commission will discuss the firms, may require a presentation, perform a background check, and/or conduct a site visit to the proposer's place of business as necessary. The City Commission will make the final decision and appoint the Consultant.

Criteria used in determining a firm's qualifications include:

- A. Demonstrated Experience in conducting executive searches.
- B. Dedicated Time Commitment of the Consultant.
- C. Ability to Provide exceptional recruitment services.
- D. Clarity and Responsiveness of Proposal.
- E. Fee Proposal.

Negotiations may be conducted with the firm(s) whose proposal has been judged to best meet the needs of the City.

The City reserves the right to request any additional information needed for clarification from any firm for evaluation purposes.

SECTION D RESPONSE FORMAT & EVALUATION CRITERIA

1. RESPONSE FORMAT

Proposals must be submitted in the format provided below, with each of the referenced sections addressed in full. Each of the sections described below must begin on a separate page and each page must clearly state the name of the Proposer. City reserves the right to eliminate from further consideration any proposal deemed to be substantially or materially non-responsible to the requests for information contained herein.

A. TITLE PAGE

Show the RFP subject, name of firm, mailing address, telephone and fax numbers, name of contact person, e-mail address and date.

B. TABLE OF CONTENTS

Each proposal shall include a clear identification of the material by section and by page number.

C. LETTER OF UNDERSTANDING

State your understanding of work to be accomplished. Also, state the name of the person who will be authorized to make representations for the proposer, their title, address and phone, fax number(s) and e-mail address. State that the person signing the letter has been authorized to bind the proposer. Include a statement that the proposal is a firm and irrevocable offer for the engagement period.

Identify the principal and secondary representatives providing the consultant services to the City and acting as backup in case of absence. Provide name, title, addresses and telephone numbers.

Address the requirement of Conflict of Interest Disclosure as discussed in Section B.18.

D. A FIRM'S QUALIFICATIONS AND EXPERIENCE

This section should include a brief history of the firm, emphasizing the firm's qualifications in general and specifically for this project. State whether your firm is local, national or international in size. Give the location of the office from which the work is to be done. State the size of staff, number of professional staff and over-all experience of assigned staff for this project.

E. PROPOSED CONSULTANT'S QUALIFICATIONS & EXPERIENCE

Submit a statement of qualifications and experience, including a resume, for each individual that will provide consulting services under the proposed contract.

Resumes should include the following information as a minimum:

1. Formal education.
2. Supplemental education relative to recruiting government employees.
3. Experience in recruiting: List other government entities with which the firm now provides, or has provided, consulting services and state in what capacity the services were provided.

F. COST/FEE PROPOSAL

Include a cost/fee proposal with your proposal. All costs shall be included. As a minimum, please include the following:

1. State your flat fee for providing complete scope of services.
2. The Consultant shall be reimbursed for all travel related expenses in compliance with the City's Travel Policy. Firms shall affirm their agreement with this policy in their proposal. In addition, firms shall detail other reimbursement requirements for incidental or other expenses (photocopying, phone calls, etc.) in their proposal.
3. Any additional information considered essential to the proposal may be included in this section.

Appendix A. Search Methodology/Work Plan

The following search methodology has been refined over the past 10 years until it is virtually foolproof. It is the process we have used in all of our searches. We can also modify it to integrate your ideas into the process. Our goal is to provide you with the opportunity to obtain the information you need to make the right decision.

Phase I: Information Gathering

Task One: Needs Assessment

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

- Compile background information from the jurisdiction's website and other sources,
- Interview the Commission Members. Our goal is to develop a strong sense of your community, its expectations, its challenges and its leadership. As part of this effort, we will attend a City Commission meeting,
- Meet with key staff to obtain their input on the position and challenges,
- Determine the characteristics of the ideal candidate. These will likely include experience, longevity, education, personality, demeanor, and achievements as well as other items the elected officials and stakeholders consider important,
- Develop selection criteria and evaluation formats,
- Determine a reasonable compensation package.

Typically, we meet with the elected officials individually and then as a group. We also want to finalize the timeline for the recruitment so that candidates can mark their calendars well in advance and will be available when the City Commission conducts its interviews.

If the City Commission wishes, we will incorporate meetings with members of the community to gather their insights. These can be very valuable as they provide additional points of view and a better understanding of the elements of the community. In a sense, they help us develop an understanding of the community's tapestry.

Phase II: Recruitment

Task Two: Develop Recruitment Materials

Based on the information we gather, CB&A will next develop a comprehensive recruitment profile. Once we have completed our work, we will provide our draft for your review and comment. Your suggestions will be incorporated, and the final recruitment profile will be used in our recruiting efforts. Samples of our work can be found on our firm's website under the "Active Recruitments" tab. More elaborate promotional materials can also be found at: http://www.cb-asso.com/s_r.html.

Appendix A. Search Methodology/Work Plan (continued)

Task Three: Recruit Candidates

As we understand it, the City wants to consider only candidates with experience in Florida and preferably South Florida. CB&A uses a number of approaches to identify and attract these people. We say people, and not person, because our goal is to bring you three to five excellent finalists, all of whom will do the job extraordinarily well and who are so good that you will have a difficult time choosing among them. Then you can select the one who is the best fit with you and your community. These approaches are:

- **Networking.** The best approach is diligent outreach. We will network with our colleagues and consult our data base. As we identify outstanding candidates (many of whom are not in the market), we will approach them and request that they apply. Many excellent candidates are reluctant to respond to advertisements because doing so may alienate their current employers. When we approach them, their credentials are enhanced rather than diminished.
- **Advertising.** While we will seek out the best, we will not ignore the trade press which sometimes yields strong candidates. We intend to contact the members of organizations such as the Florida League of Cities, Ken Small's CMs and so on. We will post it with the International City/County Management Association where our goal will be to attract strong candidates with Florida experience but have left the state and want to return. We will also post it on our Website, www.cb-asso.com. We generally do not use newspapers or generic websites because while they produce large numbers of applications, they generally do not produce the type of candidates we are seeking.
- **Email.** We will also e-mail the recruitment profile to our list of over 7,000 managers and professionals who are interested in local government management. One of the advantages of email is that if the recipient is not interested, he/she can easily forward the recruitment profile to someone else who may be.

The Private Sector. Some of our clients ask that private sector candidates be included among our recommended finalists. ~~While we do not routinely recommend candidates without any~~ experience in government, we have been very successful in finding highly qualified and capable private sector people to bring forward.

Phase III: Screening and Finalist Selection

Task Four: Evaluate the Candidates

Based on our most recent recruiting efforts, we anticipate receiving resumes from 60 to 100 applicants. Narrowing the field to six to ten candidates we will present for the Commission requires a mixture of in-depth research and subjective evaluation. Our process follows.

Step One. Initial Screening. CB&A will evaluate all resumes and identify the top 8 to 12 candidates. Some of these may be in-house candidates or individuals who have held high level positions in other governments but who have never been the manager. Often these people simply need the opportunity. Using a football analogy, Vince Lombardi was an assistant coach with the New York Giants prior to being hired by the Green Bay Packers. Hence, we do not believe we should only consider those who have already held the position we are recruiting for.

Appendix A. Search Methodology/Work Plan (continued)

Step Two. Screening Interview. Our lead recruiter, and possibly other senior representatives of the firm, will interview each of these candidates. Using our experience as managers and recruiters as well as our unique ability to assess candidates, we will make a determination of the candidates' abilities and whether or not to recommend they go forward in the process. Once the candidates have passed the initial screening interview, a member of our staff will conduct a further interview and prepare a written summary.

Step Three. Background Investigations. For those that remain in consideration, CB&A will conduct extensive background checks. Specifically, we will:

- **Interview References:** We tell the candidate with whom we wish to speak. These include current and former elected officials, the municipal attorney, the external auditor, staff members, peers, news media representatives, the director of the local chamber of commerce, community activists, and others who know the candidate. We also attempt to contact some individuals who are not on the candidate's list. Typically we reach eight to ten people and prepare a written summary of each conversation.
- **Conduct Background Checks.** Through our third party vendor, American DataBank, we will conduct the following checks: criminal records at the county, state and national level; civil records at the county and federal level; bankruptcy and credit; and motor vehicle. We also verify education and employment for the past 15 years.
- **Search the Internet and Newspaper Archives.** Virtually every local newspaper has an archive that provides stories about perspective candidates, the issues they have dealt with, how they resolved them and the results. These articles also provide insight into the candidate's relationship with the public and the elected officials. Of course, not all news sources are unbiased and we consider that in our evaluation.

Our goal in these checks is to develop a clear picture of each candidate and each of the avenues we pursue is a piece of the puzzle. We crosscheck sources, search for discrepancies and resolve them when we find them. When sensitive or potentially embarrassing items are discovered, they are thoroughly researched. If we conclude the situation is damaging or even questionable, the candidate will be dropped from further consideration.

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

Appendix A. Search Methodology/Work Plan (continued)

Task Five: Finalist Selection and Presentation.

We evaluate the information we have gathered and select five candidates and one alternate for presentation to the Commission. It should be noted that selecting strong candidates is more an art than a science. While we consider standard ranking factors and the elements of the job, ultimately the most important factor is who we believe will be a good fit with the elected officials, stakeholders and the jurisdiction. Typically 40% of our finalists are women and/or minorities.

For the selected candidates, CB&A will compile the information we have developed into a notebook. Specifically, it will include the following information for each candidate: his/her resume a summary of our interviews with the candidate, the results of our background checks, his/her reference checks, and our compilation of materials from Internet/newspaper archives. The notebook will also include some advice on interviewing, a series of questions the elected officials may wish to ask (as well as some areas that it is not wise to get into) and some logistical information.

If you wish, we can also ask the finalists to provide written responses to a list of questions. We do not recommend this approach. While these responses can offer insight, the best candidates are often employed and very busy. They either do not have time to develop detailed responses to questions or do not wish to and withdraw from the process. Consequently, we have found asking candidates for written responses to questions to be counterproductive. Instead, as noted above, we conduct interviews with the candidate, ask the questions, prepare summaries and include them in the background notebooks. It is much easier for a candidate to find 45 minutes to talk to our staff than to find 10 or so hours developing written answers to questions.

Task Six: Notify All Candidates of Their Status

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

Phase IV: Coordinate the Interview Process and City Manager Selection

Task Seven: Coordinate the Candidate Assessment Process

We believe the Commission should observe the finalists in a number of settings. We also recommend you invite the finalists' spouses so they can spend time in your community and evaluate the new area.

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

Appendix A. Search Methodology/Work Plan (continued)

Later, that evening, the elected officials and their spouses host a reception for the candidates and spouses. The purpose is to observe how the finalists respond to a social situation. Your next City Manager will, after all, represent your local government in numerous and a variety of venues. It is thus important to know how the individual will respond in a social setting. The reception also serves as an ice breaker whereby the elected officials and the candidates get to know one another informally. It should be noted that in some cases, confidentiality may preclude a reception.

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

After lunch, the elected officials as a group, would interview each candidate so that they can assess the candidates in a formal meeting.

Formal Assessment Tools and Tests. Formal assessment tools (such as personality tests and management in-basket exercises) can be utilized either at this stage or earlier in the process if you desire. Typically our clients do not utilize them but rather depend on our expertise. Where such tests have been conducted, they have verified our recommendation in every case. Nonetheless, we will make them available at an additional cost should you wish to use them.

Task Eight: Debriefing and Selection

Once the interviews have concluded, CB&A suggests the elected officials adjourn and hold a meeting a day or two later to select the next City Manager. Although the selection can be made ~~the same day as the interviews, this decision is quite important and we recommend you take a~~ little time to consider what you have seen and heard.

In terms of the final selection, we have a simple methodology we have developed that moves the elected body quickly and rationally to the desired outcome.

Once the selection has been made, CB&A will notify the finalists of their status. The candidates are eager to know their status and we feel it is important that they be kept informed. As your search consultant, they look to us for information and consequently we feel it is incumbent on us to keep them informed.

Phase V: Negotiation and Continuing Assistance

Task Ten: Notification, Contract Negotiations and Warranty

Should the Commission wish we will assist in the employment agreement negotiations. Generally a member of the elected body and the attorney conducts the actual negotiations while we provide advice and assistance concerning the compensation package and contract. If you

Appendix A. Search Methodology/Work Plan (continued)

request, we can also take the lead role in the negotiations. We also have a standard contract you are welcome to use. Your attorney, of course, will prepare the final contract. Since the basic parameters will have been discussed with the candidates and the candidates have been thoroughly vetted, we expect a relatively prompt agreement.

Task Eleven: Continuing Assistance

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

Communications: We will provide biweekly reports about the status of the search, in writing or by phone, depending upon your preference. If by phone, we will make them either to the elected officials as a whole or to its members individually.

Samples of Promotional Materials:

Most of our clients rely on a simple, well written recruitment profile such as the one we recently did for Key Biscayne. See Appendix B.

The City's Obligations

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

If any or all of the following information is not available on the Internet, CB&A also expects the City staff to provide the following information to each of the finalists: the current year budget, an organizational chart, any current strategic and long range plans, a copy of the City Charter, any job descriptions and other materials defining the role and duties of the City Manager. Once the finalists have been selected, your staff will mail this material to them. We may jointly determine that other relevant materials should also be provided.

CB&A would like to attend every meeting of the elected officials during our assignment, but regular attendance is not possible. Consequently, we would appreciate staff forwarding copies of audiotapes of meetings we cannot attend.

Appendix A. Search Methodology/Work Plan (continued)

Phase I: Needs Assessment & Data Gathering

- September 30th: Colin Baenziger interviews the elected officials to: 1) get to know the elected officials, 2) understand the issues the next City Manager will face, 3) understand any unique elements of the job, 4) develop a description of the ideal candidate and 5) determine the desired compensation. Colin Baenziger begins drafting the recruitment profile for publications and prospective candidates.
- October 4th: Colin Baenziger submits the draft of the full recruitment profile to the City for its review. Commission can discuss it the October 5th workshop meeting. Comments will be due back by October 6th.

Phase II: Recruiting

- October 7th: The full recruitment profile is posted on CB&A's website and submitted to publications. It is also e-mailed to over 7,000 government professionals.
- October 21st: Closing date for submission of applications.
- October 25th: CB&A reports the results of the recruiting effort to the Commission.

Phase III: Screening

- October 22nd: CB&A begins screening candidates
- November 7th: CB&A forwards the semi-finalist materials to the City including the candidates' resumes, a summary of our interviews with them, the results of our background checks, and Internet results. Materials arrive on November 8th which is a regular meeting. Note: The materials may not be entirely complete.
-
- November 9th: Colin Baenziger reviews the finalists with the City's elected officials via telephone (or possibly in person).

Phase IV: Interview Process Coordination and City Manager Selection

- November 14th: 6 to 7 pm - City holds reception for candidates and spouses.
- November 15th: 5 to 8 pm - Elected officials interview the candidates one-on-one.
- November 22nd: City selects its next City Manager at a Regular Commissioners meeting.

Phase V: Negotiation, Warranty & Continuing Assistance

- December 7th: Ratify Contract at a Special Meeting of the Board of Commissioners.

Appendix A

*City and County Managers Searches Performed
Since the Beginning of 2009*

City/County Manager Search Assignments Since 2009

City / County Manager Searches Completed in 2011 (in chronological order by completion date)

	Position	Client	Population	Year Completed	Search Timeframe	Note	Placement	Minority / Female
1	County Administrator	Clay County, FL	160,000	2011	84 days		Stephanie Kopelousos	√
2	City Manager	Orange Park, FL	9,100	2011	80 days		Cindy Hall	√
3	City Manager	Chamblee, GA	17,000	2011	101 days	(a)	Niles Ford	√
4	City Manager	North Port, FL	55,800	2011	90 days		Jon Lewis	
5	Borough Manager	Matanuska-Susitna Borough, Alaska	88,000	2011	59 days		John Mossey	
6	City Manager	Sunny Isles Beach, FL	17,000	2011	78 days		Alan Rosen	
7	City Manager	Albany, GA	76,000	2011	98 days	(b)	James Taylor	√
8	City Manager	Portland, ME	65,000	2011	84 days		Michael Rees	
9	Village Manager	Pinecrest, FL	19,400	2011	76 days		Yocelyn Gomez	√
10	City Manager	Yakima, WA	91,000	2011	88 days		Don Cooper	
11	County Administrator	Polk County, IA	431,000	2011	81 days		David Jones	
12	City Manager	Destin, FL	12,300	2011	90 days	(d)	Mary Ann Ustick	√
13	City Manager	Madeira Beach, FL	4,260	2011	54 days		Shane Crawford	
14	Village Manager	Key Biscayne, FL	12,350	2011	131 days	(e)	John Gilbert	
15	City Manager	Tacoma, WA	198,400	2011	84 days		T.C. Broadnax	√

(a) At the request of the city, the search was elongated by 21 days.

(b) At the request of the city, the search was elongated by 10 days.

(c) Mr. Cooper is leaving the City on December 31, 2011 to care for his spouse who was recently diagnosed with a very, very serious illness.

(d) At the request of the city, the search was elongated by 7 days.

(e) The Village had to delay the search two weeks while finalizing its budget. During the delay, several of the recommended semi-finalists dropped out. We went back into our candidate pool for more, but had to perform additional background work. Ultimately the Village selected one of our originally suggested finalists.

City/County Manager Search Assignments Since 2009 (continued)

City / County Manager Searches Completed in 2011 (in chronological order by completion date)

	Client	Contact				
		Name		Phone	Email	
1	Clay County, FL	Travis Cummings	Commission Chair	(904) 376-5189	Travis.Cummings@co.clay.fl.us	
2	Orange Park, FL	Bob Standifer	Mayor	(904) 449-6093	bobstandifer@yahoo.com	
3	Chamblee, GA	Marc Johnson	Interim Manager / Police Chief	(404) 819-9346	chiefmj@chambleepd.com	
4	North Port, FL	Sherry Brogsdorf	Administrative Services Director	(941) 429-7129	sborgsdorf@cityofnorthport.com	
5	Matanuska-Susitna, AK	Sonya Conant	Human Resources Director	(907) 746-7432	Sonya.Conant@matsugov.us	
6	Sunny Isles Beach, FL	Norman Edelcup	Mayor	(305) 792-1701	NSEdelcup@aol.com	
7	Albany, GA	Nathan Davis	City Attorney	(229) 431-2805	NDavis@albany.ga.us	
8	Portland, ME	Cheryl Leeman	Search Chair / City Council Member	(207) 774-4308	cl@portlandmaine.gov	
9	Pinecrest, FL	Guido Inguazo	Village Clerk	(305) 234-2121	inguazo@pinecrest-fl.gov	
10	Yakima, WA	Micah Cawley	Mayor	(509) 901-9114	micah.cawley@ci.yakima.wa.us	
11	Polk County, IA	Sue Elliott	Assistant County Administrator	(515) 286-3128	Sue.Elliott@polkcountyiowa.gov	
12	Destin, FL	Chuck Garcia	Human Resources Director	(850) 837-4242	cgarcia@cityofdestin.com	
13	Madeira Beach, FL	Ginger Stilton	City Clerk	(727) 288-3738	gstilton@madeirabeachfl.gov	
14	Key Biscayne, FL	Conchita Alvarez	Village Clerk	(305) 365-5506	calvarez@keybiscayne.fl.us	
15	Tacoma, WA	Joy St. Germain	Human Resources Director	(253) 591-2060	stgermain@ci.tacoma.wa.us	

City/County Manager Search Assignments Since 2009 (continued)

City / County Manager Searches Completed in 2010

(sequenced by completion date)

	Position	Client	Population	Year Completed	Search Timeframe	Note	Name of Placement	Minority / Female
1	City Manager	West Park, FL	12,000	2010	98 days	(a)	Ajibola Balogun	√
2	City Manager	Orange City, FL	10,000	2010	110 days	(b)	Jamie Croteau	√
3	City Manager	Cape Canaveral, FL	10,200	2010	123 days	(c)	David Green	
4	City Manager	Hallandale Beach, FL	39,000	2010	50 days	(d)	Mark Antonio	
5	County Manager	Union County, NC	198,600	2010	63 days		Cindy Coto	√
6	City Manager	Homestead, FL	65,000	2010	64 days		George Greisas	
7	City Manager	Fife, WA	8,700	2010	99 days		David Zabell	

- (a) The search was elongated by two weeks when the City Council decided to involve an Advisory Committee approximately halfway through the search.
- (b) The Christmas and New Years holidays added two weeks to the schedule and the final vote had to be delayed a week when a Council Member was out of town.
- (c) The search was delayed 27 days when the Council added an in-house candidate and asked for a full evaluation of that candidate. In the end one of our recommended candidates was selected.
- (d) The search was halted two weeks prior to completion when the City Commission decided to hire its interim manager.

City/County Manager Search Assignments Since 2009 (continued)

City / County Manager Searches Completed in 2010

(sequenced by completion date)

1	West Park, FL	Eric Jones	Mayor	(954) 889-4153	ejones@cityofwestpark.org
2	Orange City, FL	Harley Strickland	Mayor	(386) 775-5403	hstrickland@ourorangecity.com
3	Cape Canaveral	Rocky Randel	Mayor	(321) 784-5694	rocky-cape@cfl.rr.com
4	Hallandale Beach, FL	Joy Cooper	Mayor	(954) 457-1318	jcooper@hallandalebeachfl.gov
5	Union County, NC	Kim Rogers	Commissioner	(704) 843-7949	kimrogers@co.union.nc.us
6	Homestead, FL	John Burgess	Commissioner	(305) 281-6727	JBurgess@cityofhomestead.com
7	Fife, WA	Loren Combs	City Attorney	(253) 922-5464	ldc@vsilawgroup.com

City/County Manager Search Assignments Since 2009 (continued)

City / County Manager Searches Completed in 2009

(sequenced by completion date)

	Position	Client	Population	Year Completed	Search Timeframe	Note	Name of Placement	Minority / Female
1	City Manager	Dania Beach, FL	20,100	2009	62 days		Robert Baldwin	
2	City Manager	Coral Gables, FL	43,000	2009	95 days	(a)	Pat Salerno	
3	City Manager	Riviera Beach, FL	37,000	2009	128 days	(c)	Ruth Jones	√
4	City Manager	West Melbourne, FL	15,000	2009	77 days		Scott Morgan	
5	County Manager	Brevard County, FL	536,000	2009	83 days		Howard Tipton	
6	City Manager	Greensboro, NC	259,000	2009	91 days		Rashad Young	√
7	City Manager	New Smyrna Beach, FL	23,000	2009	102 days	(b)	Pam Brangaccio	√
8	County Manager	Lee County, FL	620,000	2009	81 days	(d)	Karen Hawes	
9	City Manager	North Miami, FL	62,000	2009	75 days		Russell Benford	√
10	City Manager	Roanoke, VA	96,000	2009	86 days		Chris Morrill	

- (a) The search was scheduled to take 74 days but the City asked for the interviews to be postponed three weeks.
- (b) Search was scheduled to take 68 days but due to the City not posting a meeting notice properly and an election, the process was delayed 65 days.
- (c) Search was delayed 35 days while the City Commission selected a Citizen's Advisory Committee.
- (d) The search was scheduled to take 91 days but the County selected its interim manager 10 days prior to the scheduled selection date.

City/County Manager Search Assignments Since 2009 (continued)

City / County Manager Searches Completed in 2009

(sequenced by completion date)

1	Dundee, FL	Linda Riner-Mizell	Mayor	(863) 438-8341	dundee_mizells@verizon.net
2	Dania Beach, FL	Anne Castro	Commissioner	(954) 924-6800 x3619	acaastro@ci.dania-beach.fl.us
3	Coral Gables, FL	Bill Kerdyk	Commissioner	(305) 446-2586	wkerdk@coralgables.com
4	Riviera Beach, FL	Shelby Lowe	Council Member	(561) 845-3685	slowe@rivierabch.com
5	West Melbourne, FL	Hal Rose	Mayor	(321) 768-7518	hrose@westmelbourne.org
6	Brevard County, FL	Frank Abbate	HR Director	(321) 633-2010	frank.abbate@brevardcounty.us Alice.Burkholder@greensboro-nc.gov
7	Greensboro, NC	Alice Burkholder	HR Consultant	(336) 373-7947	chargy@cityofnsb.com
8	New Smyrna Beach, FL	Carol Hargy	HR Director	(386) 424-2127	
9	Lee County, FL	Dinah Lewis	Former Administrative Services Director	(239) 454-9898	dinahlewis5@hotmail.com
10	North Miami, FL	Andre Pierre	Mayor	(305) 895-9818	pierreatty@bellsouth.net
11	Roanoke, VA	Court Rosen	Council Member	(540) 597-3193	courtrosen@gmail.com

Note: Alice Burkholder (Greensboro) can be difficult to reach by telephone. An email might be the best approach.

Appendix B

Sample Recruitment Profile



Village Manager *Key Biscayne, FL* (Permanent Population 12,300)

When people talk about the Emerald Isle, most people think of Ireland. That is because they have never been to Key Biscayne. Located on a lush, 1.3 square mile island in Biscayne Bay, the key is a tropical paradise. The Village is sandwiched between Crandon Park, an 850 acre Miami-Dade County park at the north end of the island, and the 500 acre Bill Baggs Cape Florida State Park on the south. While it is just two bridges and another key away from downtown Miami and a bit further to the world renowned art-deco South Beach, once you pass Crandon Park, Miami's issues and problems and its hustle and bustle seem a million miles away. It is an idyllic, small town where families are families and people are friendly and know their neighbors. Residents are comfortable walking the dog or jogging at any hour. School buses are nowhere to be seen as children ride their bikes and are driven to the local public primary/middle schools, which are excellent. Recreational opportunities abound and the beaches are plentiful.

Key Biscayne is essentially built out with 1,250 single family homes and 6,000 condominiums. Some construction continues due to redevelopment and demolition and/or rebuilding/renovation of existing structures. The Village is growing nonetheless. In fact, the population has increased by almost 20 % over the past decade – largely due to snow birds being replaced with permanent, year-round residents, many with children. Housing is expensive by most community's standards. Condominiums start at about \$550,000 and three bedroom townhouses sell for nearly \$750,000.

The population is friendly, affluent, highly educated, interested and involved. They take their issues and concerns seriously and are not shy about expressing them to the elected officials and village staff. Their expectations for services are high.

HISTORY

During the first half of the 20th century, the northern two-thirds of the island were operated as the largest coconut plantation in the continental United States.

In 1940 the Matheson family donated over 800 acres (3.2 km²) of their land to Dade County for a public park (which became Crandon Park) in exchange for a commitment that the County would build a causeway to the island. While there had been earlier schemes to develop a town on Key Biscayne, the four-mile long Rickenbacker Causeway from Miami to Virginia Key and then and on to Key Biscayne in 1947 opened the island to large scale residential development. The remaining Matheson property, stretching across the middle of the island, was then sold to developers. Starting in 1951, the Mackle Construction Company offered new, 1200 square foot homes for \$9,540, with \$500 down. A U.S. Post Office contract branch was opened, the Community Church started holding services in an old coconut-husking shed, and the Key Biscayne Elementary School opened in 1952.

The southern third of Key Biscayne, which included Cape Florida, was owned by the Deering family. In 1948 José Manuel Áleman a Cuban politician in exile, bought the Cape Florida property from the Deering estate. After Áleman died in 1951, his widow, Elena Santeiro Garcia, bought an ocean-to-bay strip that had been part of the Matheson property. Much of this land was developed as part of what is now the Village of Key Biscayne. Garcia sold the Cape Florida property in 1966 to the state of Florida and it became Bill Baggs Cape Florida State Park, which opened January 1, 1967.

The election of Richard Nixon as President in 1968 and his subsequent purchase of property on the Key (which became the Florida or Winter White House) brought international recognition to the area. That in turn brought development of waterfront condominiums and communities such as Key Colony, Casa del Mar, The Commodore Club and The Towers of Key Biscayne.

As time passed, the early Mackle homes began to be replaced with larger, more impressive structures and residents became concerned with the direction their beloved community was taking. They recognized that they needed the ability to control planning, building and zoning if they were to protect their community. Incorporation of the Village of Key Biscayne followed in 1991.

CLIMATE AND DEMOGRAPHICS

Its climate is very similar to the rest of South Florida and characterized as subtropical. It has two basic seasons – the summer, rainy season and the winter, dry season. Average temperatures range from an average high of 90 degrees Fahrenheit in the summer to an average winter high of 77 degrees. Summer lows average in the low 70's and in mid 50's in the winter. The average annual precipitation is 58 inches, most of which typically falls in the summer.

The population is predominantly white and is equally split between Anglos and Hispanics. Approximately half the population is foreign born while roughly 30% of the population is under 20 years old and less than 20% is over 65. As of 2009, the Census Bureau estimated the per capita income to be \$63,557. It also estimated that nearly 75% of those over 25 had at least a Bachelor degree.

THE GOVERNMENT

Since incorporation, Key Biscayne has developed into a well respected, full service government. The Village Council is composed of seven elected officials. The Mayor is elected to a two year term while the other six Council members serve staggered, four year terms. Term limits take effect after eight years.

The elected officials are bright, articulate, get along well with one another, and genuinely want the best for their community. The staff is capable and respected by the elected officials. Overall, the government runs smoothly. Historically, Key Biscayne's managers have worked hard to make the elected officials look good and the elected officials have returned the favor.

The Village has 115 full time (and as many as 75 part time) employees providing the following services: planning, zoning, code enforcement, police, fire, parks, recreation, streets and drainage. Water and sewer are provided by the County while the Village contracts with a third party for solid waste removal. The Village's total budget is approximately \$25,000,000. Police accounts for 20%, fire rescue 25% and parks, recreational activities and the community center 15%. The remaining 40% is divided among debt service (12%), council, clerk, administration and attorney (8%), public works (7%), administration, building, planning and zoning (6%) and other items.

The Village has five bargaining units: two for police, two for fire and one for the general employees.

THE CHALLENGES

Key Biscayne is not facing any dire emergencies but the challenges are there nonetheless. As with most other governments around the country, revenues from property taxes are not what they once were. Since property values peaked several years ago, the total assessed value for the Village has dropped approximately 30%. Consequently, resources are tight and need to be managed carefully. All significant expenses are being reviewed including pensions and ways to reduce them are being sought. Second, the population is growing, particularly the younger population, and more space is needed for recreation and in particular, playing fields. Third, much of Key Biscayne beach has disappeared. A beach renourishment plan has been developed and funded. It is now working its way through permitting. The effort is complicated since sea grass has established itself in areas where the beach once was. To deal with that issue may require a more balanced way of looking at beach renourishment, not just on the Key but nationally. Otherwise, in the long run, in places like Key Biscayne, the beaches may disappear. Another challenge is finding ways to work with the County School Board to improve the condition of its facilities on the Key and to enhance the curriculum. The bottom line is the Board cannot provide the level of service that residents expect for their children. Finally, traffic can be an issue but is also symptomatic of a larger regional issue facing the Village. Much of what happens on and around the Key is controlled by other parties. For example, the only way onto the island is to take the Rickenbacker Causeway to Virginia Key and then over a bridge to the Key itself. As noted, Crandon Park is at one end of Key Biscayne and Bill Baggs Cape State Park and both attract visitors, particularly on weekends and holidays. Further, Virginia Key has a state park, the Miami Seaquarium and several other facilities. It also hosts special events such as a major tennis tournament. The result is traffic to and from Key Biscayne can be backed up for hours. And it is largely beyond Key Biscayne's control. The state of Florida, Miami-Dade County and the city of Miami own and control the parks and the Causeway. Hence, regional partnerships, or at least cooperation is critical to the quality of life on the Key.

THE IDEAL CANDIDATE

Key Biscayne is seeking a highly competent and outstanding professional – a manager and leader. The individual will not manage solely from his/her office but will be out and about and involved in the community. Village residents expect their government to be responsive, help and friendly and the manager must epitomize those characteristics. The manager will recognize the importance of customer service in a high end community, have a natural affinity for it and insure it is the Village staff's top priority. When a resident arrives with a problem, the manager will not look at it from a detached point of view but rather will take an emotional ownership of the issue and, through his/her staff, work diligently to resolve it. Resident expectations and involvement are high. The Key is also, in many ways, a small town where everyone knows everyone. As a result the Village Manager must be very people-oriented and value community input. The individual will also reach out to nearby communities to form mutually beneficial partnerships to solve issues. He/she will recognize his/her credibility is based on honesty, integrity, fairness, respect given and responsiveness. A positive, can do attitude and a sense of humor are also a must. The next manager will be high energy, thoughtful, open and direct yet diplomatic and accomplishment oriented.

Strong financial skills will be important as is the ability to negotiate. The next manager will understand whom he/she works for – all seven Council Members – and also understand that it takes a majority to direct policy. As such the next manager will treat all the Council Members equally and share information. She/He will be comfortable with Council Members interacting (but not directing) staff. The individual will not be a micromanager but will delegate and hold staff accountable for their actions and for results. Meeting deadlines with a high quality result will be very important to the individual. He/she will see the big picture but understand day-to-day operations as well. The next manager will understand the need for process but also understand these processes need to be as efficient and effective as possible.

The position requires a Bachelors degree, with a Masters preferred. Seven years of senior level management supervising or managing a complex organization is ideal. Experience in a high end, built out community, economic development and unions are a plus. Florida experience is preferred but not necessary (as long as the individual can build external relationships quickly). The ability to speak Spanish is a plus. It is not, however, a requirement or expected. Extensive experience in a senior level local government position may be substituted for the educational requirement and additional education may be substituted for some of the experience requirement.

PRIOR MANAGERS

The Village has had three managers since 1991 and the most recent is leaving to become the Chief of Staff / Deputy Mayor for the new mayor of Miami-Dade County.

COMPENSATION

The starting salary range is \$150,000 to \$200,000. Benefits are very good.

RESIDENCY

The next manager will not be required to establish residency in the City

CONFIDENTIALITY

In Florida, all applications become a public record once submitted.

HOW TO APPLY

E-mail your resume to RecruitEight@cb-asso.com by August 27, 2011. Faxed or hard copy applications will not be considered. Please direct all of your questions to Colin Baenziger at (561) 707-3537.

THE PROCESS

The Village is expected to select finalists on October 4th. Interviews will be held on October 14th and 15th.

OTHER IMPORTANT INFORMATION

Key Biscayne is an Equal Opportunity Employer and values diversity at all levels of its workforce. It encourages minorities and women to apply. A veteran's preference will be awarded per Florida law.

Appendix C

*Searches by
Colin Baenziger & Associate' Staff*

Governmental Search Assignments

Performed by the Staff of Colin Baenziger & Associates

Contract Awarded, Assignments Pending

Office of the Attorney General, State of Arizona

Current Searches

City Manager, Cocoa Beach, FL (population 11,900) – Begins May 2012

City Manager, Tacoma, WA (population 198,000)

Village of Key Biscayne, FL (population 12,300)

Human Resources Officer, Loudoun County, VA (population 290,000)

Completed Searches

City Manager - Completed Searches

City Manager, Alachua, FL (population 6,200) in 2001

City Manager, Albany, GA (population 75,600) in 2011

City Manager, Bartow, FL (population 16,000) in 2007

Town Manager, Bay Harbor Islands, FL (population 5,200) in 2003 and 2007

Town Manager, Buckeye, AZ (population 32,000) in 2006

City Manager, Cape Canaveral, FL (population 10,200) in 2010

Town Manager, Cutler Bay, FL (population 35,000) in 2006

Town Manager, Dundee, FL (population 3,000) in 2006 and 2009

City Manager, Casselberry, FL (population 25,000), in 2005

City Manager, Chamblee, GA (population 17,000) in 2011

City Manager, Cooper City, FL (population 32,000) in 2008

City Manager, Coral Gables (population 43,000) in 2009

City Manager, Cottonwood Heights, UT (population 34,000), in 2004

City Manager, Dania Beach, FL (population 28,000) in 2009

City Manager, Daytona Beach, FL (population 65,000) in 2002

City Manager, Deltona, FL (population 83,000) in 2006 and 2008

City Manager, Destin, FL (population 12,000) in 2003 and 2011

City Manager, Doral, FL (population 24,000), in 2004

City Manager, Eustis, FL (population 18,000) in 2007

City Manager, Fernandina Beach, FL (population 11,000) in 2006

City Manager, Fife, WA (population 8,700) in 2010

Town Manager, Fort Myers Beach, FL (population 6,900) in 2006 and 2008

Village Manager, Islamorada, Village of Islands, FL (population 7,500) in 1999 and 2005

City Manager, Gainesville, FL (population 117,000) in 2005

City Manager, Greensboro, NC (population 259,000) in 2009

Governmental Search Assignments (continued)

City Manager, Gulfport, FL (population 12,000) in 2003
City Manager, Hallandale Beach, FL (population 39,000) in 2010
City Manager, Holly Hill, FL (population 13,000) in 2008
City Manager, Homestead, FL (population 62,000) in 2010
Town Manager, June Beach, FL (population 3,600) in 2005
Town Manager, Town of Jupiter Island, FL (population 654) in 2005
Village Manager, Key Biscayne, FL (population 11,000) in 2007
Town Manager, Lake Park, FL (population 9,100) in 2001 and 2003
Town Manager, Lantana, FL (population 9,600) in 2000
City Manager, Lakeland, FL (population 87,000) in 2003
City Manager, Lake Worth, FL (population 30,000) in 2003 and 2007
City Manager, Lauderdale Lakes, FL (population 32,000) in 1998 and 2002
Town Manager, Mangonia Park, FL (population 1,400) in 2001
City Manager, Marathon, FL (population 11,500 in 2002 and 2004)
City Manager, Marco Island, FL (population 15,000) in 2008
City Manager, Melbourne, FL (population 72,500) in 2002
City Manager, Miami Gardens, FL (population 101,000) in 2004
City Manager, Mount Dora, FL (population 12,000) in 2005
City Manager, Naples, FL (population 21,000) in 2003 and 2007
City Manager, New Smyrna Beach, FL, FL (population 23,000) in 2009
City Manager, North Miami, FL (population 62,000) in 2002
Village Manager, North Palm Beach, FL (population 12,500) in 2004, 2005 and 2007
City Manager, North Port, FL (population 55,800) in 2011
City Manager, Ocala, FL (population 52,000) in 2008
City Manager, Orange City, FL (population 10,000) in 2010
City Manager, Orange Park, FL (population 9,100) in 2010
CAO, Orlando, FL (population 197,000) in 2005

City Manager, Oviedo, FL (population 33,000) in 2008
City Manager, Palm Bay, FL (current population 101,000) in 2002
City Manager, Palm Coast, FL (population 71,000) in 2006
Village Manager, Palmetto Bay, FL (population 24,000) in 2003
Village Manager, Pinecrest, FL (population 19,300) in 2011
City Manager, Pompano Beach, FL (population 101,000) in 2007
City Manager, Portland, ME (population 65,000) in 2011
Town Manager, Ponce Inlet, FL (population 2,500) in 2001
City Manager, Riviera Beach, FL (population 37,000) in 2009
City Manager, Roanoke, VA (population 96,000) in 2009
City Manager, Sarasota, FL (population 55,000) in 2007
Town Manager, Sewall's Point, FL (population 2,000) in 2006
City Manager, St. Pete Beach, FL (population 10,000) in 2001
City Manager, Stuart, FL (population 17,000) in 2006
City Manager, Sunny Isles Beach, FL (population 17,000) in 2006 and 2011
City Administrator, Tavares, FL (population 11,000) in 2006
City Manager, Treasure Island, FL (population 7,500) in 2004

Governmental Search Assignments (continued)

City Manager - Completed Searches (continued)

City Manager, West Melbourne, FL (population 15,000) in 2009
City Manager, West Park, FL (population 12,000) in 2005 and 2010
City Manager, Woodstock, GA (population 21,000) in 2008
City Manager, Yakima, WA (population 91,000) in 2011

County Manager Completed Searches

County Manager, Baker County, FL (population 27,000) in 2006
County Administrator, Bay County, FL (population 158,000) in 2005
County Manager, Brevard County, FL (population 536,000) in 2009
County Administrator, Broward County, FL (population 1,800,000) in 2006
County Administrator, Clay County, FL (population 160,000) in 2005 and 2011
County Administrator, DeSoto County, FL (population 34,000) in 2005
County Manager, Flagler County, FL (population 83,000) in 2007
County Administrator, Highlands County, FL (population 98,000) in 2008
County Manager, Lowndes County, GA (population 92,000) in 2001
County Administrator, Martin County, FL (population 140,000) in 2005
Borough Manager, Matanuska-Susitna Borough, AK (population 85,000) in 2011
County Administrator, Monroe County, FL (population 80,000) in 2004
County Administrator, Nassau County, FL (population 60,000) in 2004
County Administrator, Okeechobee County, (population 39,000) in 2008
County Manager, Osceola County, FL (population 235,000) in 2003 and 2007
County Administrator, Polk County, IA (population 400,000) in 2007 and 2011
County Manager, Seminole County, FL (population 410,000) in 2006
County Administrator, St. Johns County, FL (population 162,000) in 2007
County Administrator, Sumter County, FL (population 70,000) in 2005
County Manager, Union County, NC (population 198,600) in 2010

Completed Searches – Assistant/Deputy Managers

Assistant County Administrator for Development and Infrastructure, Hillsborough County, FL
(population 1,000,055) in 2006
Assistant County Administrator/Human Services, Hillsborough County, FL in 2004
Assistant Town Manager, Jupiter Island, FL (population 654) in 2010
Assistant Village Manager, Islamorada, Village of Islands, FL (population 7,500) in 1998
Assistant to the City Manager, Lakeland, FL (population 87,000) in 2004
Assistant City Manager, Lake Worth, FL (population 30,000) in 2004
Assistant County Administrator, Martin County, FL (population 140,000) in 2006
Assistant City Manager, Tamarac, FL (population 55,500) in 2001
Assistant City Manager, West Palm Beach, FL (population 89,000) in 2004
Deputy City Manager, Durham, NC (population 220,000) in 2009
Deputy County Administrator, Hillsborough County, FL (population 1,000,055) in 2004
Deputy County Manager, Polk County, FL (population 500,000) in 2006

Governmental Search Assignments (continued)

Completed Searches – Community Development

Assistant Director of Community Development, Largo, FL (population 74,000) in 2004 and 2005
Community Development Director, Miami, FL (population 362,000) in 2008
Community Development Director, Safety Harbor, FL (population 18,000) in 2006
Community Development Director, Tamarac, FL (population 55,500) in 2007
Development Services Director, Daytona Beach, FL (population 65,000) in 2005
Director of Capital Projects, New Orleans, LA (population 323,000) in 2008
General Manager, North Sarasota Redevelopment District, Sarasota (population 53,000) in 2008
Growth Management Director, St. Lucie County, FL (population 261,000) in 2005
Growth Management Manager, Wellington, FL (population 55,000) in 2009
Housing and Community Development Director, West Palm Beach, FL (pop. 102,000) in 2007
Planning Administrator, Daytona Beach, FL (population 65,000) in 2007
Planning Department Director, Osceola County, FL (population 235,000) in 2005

Completed Searches – Economic Development / Redevelopment

Economic Development Director, Charlotte County, FL (population 170,000) in 2007
Director, Office of Economic & Workforce Development, Durham, NC (pop. 220,000), 2009
Economic Development Director, Loudoun County, VA (population 290,000) in 2010
Redevelopment Director, Daytona Beach, FL (population 65,000) in 2007
Economic Development Director, St. Johns County, FL (population 162,000) in 2011
Assistant City Manager for Community Building, Durham, NC (population 220,000) in 2009
Executive Director, Valdosta-Lowndes County Industrial Authority, GA (serving a population 92,000+) in 2006 and 2011
Executive Director, Technological Research and Development Authority, FL (serving a statewide population) in 2006

Completed Searches – Engineers

Assistant City Engineer, Melbourne, FL (population 75,000) in 2008
County Engineer, Polk County, FL (population 500,000) in 2006
Deputy County Engineer, Martin County, FL (population 140,000) in 2006
City Engineer, Gulfport, MS (population 90,000) in 2008
City Engineer, Sunny Isles Beach, FL (population 17,000) in 2006
Engineering Manager, Sumter County, FL (population 70,000) in 2005
Staff Engineer, Wellington, FL (population 55,000) in 2009

Completed Searches – Facilities Management

Centroplex Director, Orlando, FL (population 197,000) in 2004
Lakeland Center Director, Lakeland, FL (population 87,000) in 2004

Governmental Search Assignments (continued)

Completed Searches – Finance

Budget and Financial Services Director, Polk County, FL (population 500,000) in 2006
Retirement Services Director for Lakeland, FL (population 87,000) in 2006 and 2008
Finance Director, Fort Walton Beach, FL (population 20,000) in 2006
Manager, Office of Management and Budget, Lake Worth, FL (population 37,000) in 2010
Finance Director, Lauderdale Lakes (population 32,000) in 1998
Deputy Director of Management, Budget and Accounting, Orlando, FL (pop. 197,000) in 2004
Chief Financial Officer, Hillsborough Area Regional Transit, FL (population 1,000,055) in 2005
Chief Financial Officer, City of Orlando, FL (population 87,000) in 2005
Finance Director, West Palm Beach, FL (population 102,000) in 2007
Controller, City of Orlando, FL (population 197,000) in 2007
Budget Director, St. Petersburg, FL (population 248,000) in 2009
Finance Director, St. Petersburg, FL (population 248,000) in 2010
Finance Director, Sunny Isles Beach, FL (population 17,000)
Finance Director, Tamarac, FL (population 55,500) in 2005 and 2009

Completed Searches – Housing/Building

Assistant to the County Administrator – Affordable Housing, Broward County, FL (population 1,700,000) in 2004
Building Official, Jupiter Island, FL (population 580) in 2005 and 2010
Building Official, Miami Beach, FL (population 91,000) in 2005
Building Department Director, Osceola County, FL (population 235,000) in 2005
Assistant to the County Administrator – Affordable Housing, Broward County, FL (population 1,700,000) in 2004

Building Official, Jupiter Island, FL (population 580) in 2005
Building Official, Miami Beach, FL (population 91,000) in 2005
Building Department Director, Osceola County, FL (population 235,000) in 2005
Building Official, Sewall's Point, FL (population 2,000) in 2006
Building Official, Tamarac (population 55,000) in 2008
Housing and Community Development Director, West Palm Beach, FL (pop. 102,000), 2007

Completed Searches – Human Resources

Human Resources Director, Boca Raton, FL (population 84,000) in 2006
Director of Personnel, Fulton County, GA (population 992,000) in 2010
Human Resources Administrator, Martin County, FL (population 140,000) in 2007
Personnel Director, North Miami, FL (population 56,000) in 2001
Human Resources Director, Osceola County, FL (population 235,000) in 2006
Human Resources Director, City of Sarasota, FL (population 55,000) in 2002
Personnel Director, Vero Beach, FL (population 17,900) in 2003

Governmental Search Assignments (continued)

Completed Searches – Human Services

Assistant County Administrator for Human Services, Hillsborough County, FL (population 1,000,055) in 2004
Director, Health and Human Services, St. Johns County, FL (population 162,000) in 2010
Executive Director, Juvenile Welfare Board, Pinellas County, FL (population 950,000) in 2005

Completed Searches – Information Technology

Information Technology Director, Lakeland, FL (population 87,000) in 2004
Information Services Director, Lauderdale Lakes, FL (population 32,000) in 1998

Completed Searches – Parks/Recreation/Libraries

Director Parks, Recreation, & Conservation, Hillsborough County, FL (pop. 1,000,055) in 2004
District Manager, Holiday Park Recreation District (population 1,400) in 2007
Library Services Director, St. Johns County, FL (population 162,000) in 2007

Completed Searches – Public Safety

Fire Chief, Daytona Beach, FL (population 65,000) in 2006
Fire Chief, Lauderdale Lakes, FL (population 32,000) in 1999
Fire Chief, West Palm Beach, FL (population 89,000) in 2005
Police Chief, Daytona Beach, FL (population 65,000) in 2006
Police Chief, Sewall's Point, FL (population 2,000) in 2007
Police Chief, Sunny Isles Beach, FL (population 17,000) in 2010

Completed Searches – Public Works

Public Works Director / Capital Projects Manager / City Engineer, Sunny Isles Beach, FL (population 17,000) in 2007
Assistant Public Works Director, Sunny Isles Beach, FL (population 17,000) in 2008
Public Works Director, Fort Lauderdale, FL (population 183,000) in 2004
Public Works Director, Polk County, FL (population 500,000) in 2005
Public Works Director, Chandler, AZ (population 250,000) in 2007
Public Works Director, Tamarac, FL (population 55,500) in 2003
Solid Waste Director, Hillsborough County, FL (population 1,000,055) in 2005
Vice President, Public Works & Operations, Ocean Reef Community Association (pop. 2,000), Key Largo, FL, in 2001

Governmental Search Assignments (continued)

Completed Searches – Transportation

Chief Financial Officer, Hillsborough Area Regional Transit, FL (population 1,000,055) in 2005
Director of Traffic Engineering, Polk County, FL (population 500,000) in 2002
Executive Director, Lakeland Area Mass Transit District, FL (population 87,000) in 2005
Executive Director, Tampa-Hillsborough County Expressway Authority, FL (population 1,000,055) in 2007

Completed Searches – Utilities

Director, Watershed Management, Dekalb County, GA (population 700,000) in 2011
Environmental Services Director, Largo, FL (population 74,000) in 2006
Executive Director, Florida Keys Aqueduct Authority, Key West, FL (pop. 90,000) in 2003
Executive Director, Escambia County Utilities Authority, FL (90,000 customers) in 2002
Executive Director, Onslow Water & Sewer Authority (Jacksonville, NC) (pop. 160,000) in 2009
General Manager/CEO, Orlando Utilities Commission, FL (190,000 customers) in 2004
General Manager, Tampa Bay Water (population served 2,400,000) in 2008
Utilities Director, Charlotte County, FL (population 170,000) in 2007
Utilities Director, Daytona Beach, FL (population 65,000) in 2004
Utilities Director, Lake Worth, FL (population 30,000) in 2009
Utilities Director, Palm Bay, FL (population 101,000) in 2005
Utilities Director, Polk County, FL (population 500,000) in 2004
Water (Wastewater) Resources Director, St. Petersburg, FL (population 248,000) in 2008

Completed Searches – Work Force Management

Executive Director, South Florida Workforce, FL (service area pop. of 3,000,000+) in 2005
Director, Office of Economic & Workforce Development, Durham, NC (pop. on 220,000), 2009

Completed Searches – Other

City Attorney, West Melbourne, FL (population 15,000) in 2008
City Clerk, Lauderdale Lakes (population 32,000) in 1998
Community Development District Manager, Severn Trent, FL in 2005
Director, Registrations and Elections, Fulton County, GA (population 992,000) in 2009
Environmental Resources Director, St. Lucie County, FL (population 261,000) in 2009
Executive Director, Lakewood Ranch Inter-District Authority (population 15,000) in 2011
Executive Director, Northern Palm Beach Improvement District, Palm Beach Gardens, FL (population 200,000) in 2003
General Manager, Sun 'n Lake Improvement District, FL (population 7,500) in 2002 and 2005
Special Projects Coordinator, Islamorada, Village of Islands, FL (population 7,500) in 1998

Appendix D

St. Johns County Resolution Thanking Colin Baenziger & Associates for Its Outstanding Work

Note: Additional Resolutions thanking CB&A for its outstanding efforts can be found at www.cb-asso.com under "Testimonials"