

Memo

Carmichael



RECREATION AND
PARK DISTRICT

To: Advisory Board of Directors

From: Mike Blondino, District Administrator

Date: May 16, 2024

Subject: Award Contract to GVP Ventures Inc., dba Bob Murray and Associates, to Provide Executive Search Services, for the District Administrator Position for Carmichael Recreation and Park District.

Introduction/Background:

With the District Administrator set to retire in December 2024, funds were allocated in the current fiscal year to engage a search firm for recruitment purposes. An Ad-Hoc Committee, chaired by Joyce Carroll and included Director Joel Levine, has been formed for this purpose.

On April 2, 2024, an RFP (Request for Proposal) was dispatched to six Executive Search firms to solicit pricing and delineate procedures for assisting in the recruitment of candidates for the District Administrator position. Additionally, the RFP was posted on our website, which resulted in one additional company joining the process. The submission deadline was April 23, 2024, at 5:00 pm.

Discussion:

The following search firms were contacted or provided a proposal:

- Bob Murray and Associates
- CPS HR Consulting
- Managing Partners
- Peckham and McKinney
- Ralph Andersen and Associates
- The Hawkins Company
- Wendy Brown Creative Partners

Two of the firms did not submit proposals. Ralph Andersen and Associates cited ongoing recruitment commitments as the reason for their non-submission. However, four bids were received by the specified deadline:

Bob Murray and Associates:	\$30,000
CPS HR Consulting:	\$27,000
Peckham and McKinney:	\$28,000
Wendy Brown Creative Partners:	\$31,400

After careful consideration by staff and the Ad-Hoc Committee, Bob Murray and Associates is being recommended to the Advisory Board for approval. This decision is based on their strong recruitment track record, including a recent successful placement of a District Administrator for the Sunrise Recreation and Park District. Furthermore, discussions with recruiters from preferred firms have confirmed that Bob Murray and Associates aligns best with our needs.

The proposed contract details are as follows:

Base contract: \$23,000
Reimbursable costs: \$7,000
Total Contract not to exceed: \$30,000

Although our approved budget for this item is \$25,000, the District will increase the allocation to match the contract amount of \$30,000. All selected firms offer continuation of service beyond the initial recruitment phase.

Recommendation:

Staff and the Ad-Hoc Committee recommend that the Carmichael Recreation and Park District Advisory Board approve the contract award to GVP Ventures Inc., dba Bob Murray and Associates for recruitment services, not to exceed \$30,000. Authorization is sought for the Board Chair or designee to sign all related documents.

**AGREEMENT FOR CONSULTING SERVICES FOR
CARMICHAEL RECREATION AND PARK DISTRICT
RECRUITMENT SERVICES FOR DISTRICT ADMINISTRATOR**

THIS AGREEMENT is made and entered into as of this ___ day of _____ 2024, by and between the CARMICHAEL RECREATION AND PARK DISTRICT, COUNTY OF SACRAMENTO, a park district existing under authority of Public Resources Code § 5780 et seq., hereinafter referred to as "DISTRICT," and GVP VENTURES INC., DBA BOB MURRAY AND ASSOCIATES, a CA Corporation, hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, the DISTRICT has determined that it is desirable to retain CONTRACTOR to perform Recruitment Services for a District Administrator for the Carmichael Recreation and Park District; and

WHEREAS, §2.61.017 of the Sacramento County Code (SCC), and Resolution 2017-0010 authorizes the DISTRICT to retain firms or individuals to provide recruitment services: (2) expert analysis, advice or assistance in the planning, design, development, operation, implementation, organization or rendition of District services, programs or projects, or other expert services as required to administer the functions of the DISTRICT; and

WHEREAS, the DISTRICT and CONTRACTOR desire to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, DISTRICT and CONTRACTOR agree as follows:

SCOPE OF SERVICES

CONTRACTOR shall provide services in the amount, type and manner described in Exhibit A, which is attached hereto and incorporated herein.

1. TERM

This Agreement shall be effective and commence as of the date first written above and shall end April 30, 2025, or when the tasks identified in the scope of work are complete.

2. EXTENDED TERM

DISTRICT and CONTRACTOR may, by mutual consent, extend the initial term of this Agreement for a one-year period, should the initial recruitment efforts and interview processes fail to result in the selection of an appropriate candidate. The

CONTRACTOR would either devise a new advertising and outreach campaign or a revised campaign with modified targets. Either option will result in no new costs to the DISTRICT aside from advertising or travel expenses, pre-approved through a contract amendment.

3. NOTICE

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

TO DISTRICT

CARMICHAEL RECREATION &
PARK DISTRICT
5750 Grant Avenue
Carmichael, CA 95608
Attn: Mike Blondino
mblondino@carmichaelpark.com

TO CONTRACTOR

GVP VENTURES INC., DBA BOB
MURRAY AND ASSOCIATES
1544 Eureka Road, Suite 280
Roseville, CA 95661
Attn. George Lolas
georgel@bobmurrayassoc.com

Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

4. COMPLIANCE WITH LAWS

CONTRACTOR shall observe and comply with all applicable Federal, State, and County laws, regulations and ordinances.

5. GOVERNING LAWS AND JURISDICTION

This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in Sacramento County, California.

6. LICENSES, PERMITS AND CONTRACTUAL GOOD STANDING

A. CONTRACTOR shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Sacramento and all other appropriate governmental agencies, including any certification and credentials required by DISTRICT. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by DISTRICT.

- B. CONTRACTOR further certifies to DISTRICT that it and its principals are not debarred, suspended, or otherwise excluded from or ineligible for participation in federal, State or county government contracts. Contractor certifies that it shall not contract with a Subcontractor that is so debarred or suspended.

7. PERFORMANCE STANDARDS

CONTRACTOR shall perform its services under this Agreement in accordance with the industry and/or professional standards applicable to CONTRACTOR'S services.

8. OWNERSHIP OF WORK PRODUCT

All technical data, evaluations, plans, specifications, reports, documents, or other work products developed by CONTRACTOR hereunder shall be the exclusive property of DISTRICT and shall be delivered to DISTRICT upon completion of the services authorized hereunder. CONTRACTOR may retain copies thereof for its files and internal use. Publication of the information directly derived from work performed or data obtained in connection with services rendered under this Agreement must first be approved in writing by DISTRICT. DISTRICT recognizes that all technical data, evaluations, plans, specifications, reports, and other work products are instruments of CONTRACTOR'S services and are not designed for use other than what is intended by this Agreement.

9. STATUS OF CONTRACTOR

- A. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor, and that no relationship of employer-employee exists between the parties hereto. CONTRACTOR's assigned personnel shall not be entitled to any benefits payable to employees of DISTRICT as an independent contractor, CONTRACTOR hereby indemnifies and holds DISTRICT harmless from any and all claims that may be made against DISTRICT based upon any contention by any third party that an employer-employee relationship exists by reason of this agreement.
- B. It is further understood and agreed by the parties hereto that CONTRACTOR in the performance of its obligation hereunder is subject to the control or direction of DISTRICT as to the designation of tasks to be performed, the results to be accomplished by the services hereunder agreed to be rendered and performed, and not the means, methods, or sequence used by CONTRACTOR for accomplishing the results.

- C. If, in the performance of this agreement, any third persons are employed by CONTRACTOR, such person shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR, and the DISTRICT shall have no right or authority over such persons or the terms of such employment.

- D. It is further understood and agreed that as an independent contractor and not an employee of DISTRICT, neither the CONTRACTOR nor CONTRACTOR's assigned personnel shall have a) any entitlement as a DISTRICT employee; or b) except as otherwise provided by this Agreement, the right to act on behalf of DISTRICT in any capacity whatsoever as agent, nor to bind DISTRICT to any obligation whatsoever. CONTRACTOR shall not be covered by worker's compensation; nor shall CONTRACTOR be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life and other insurance programs, or entitled to other fringe benefits payable by the DISTRICT to employees of the DISTRICT.

- E. Notwithstanding CONTRACTOR's status as an independent contractor, DISTRICT shall withhold from payments made to CONTRACTOR such sums as are required to be withheld from employees by the Federal Internal Revenue Code; the Federal Insurance Compensation Act; the State Personal Income Tax Law and the State Unemployment Insurance Code; provided, however, that said withholding is for the purpose of avoiding DISTRICT's liability under said laws and does not abrogate CONTRACTOR's status as an independent contractor as described in this contract. Further, CONTRACTOR is not included in any group covered by DISTRICT's present agreement with the federal Social Security Administration.

10. CONTRACTOR IDENTIFICATION

CONTRACTOR shall provide the DISTRICT with the following information for the purpose of compliance with California Unemployment Insurance Code section 1088.8 and Sacramento County Code Chapter 2.160: CONTRACTOR'S name, address, telephone number, social security number, and whether dependent health insurance coverage is available to CONTRACTOR.

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11. COMPLIANCE WITH CHILD, FAMILY AND SPOUSAL SUPPORT REPORTING OBLIGATIONS

- A. CONTRACTOR's failure to comply with state and federal child, family and spousal support reporting requirements regarding a CONTRACTOR's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations shall constitute a default under this Agreement.
- B. CONTRACTOR's failure to cure such default within 90 days of notice by DISTRICT shall be grounds for termination of this Agreement.
- C. If CONTRACTOR has a Principal Owner, CONTRACTOR shall provide Principal Owner information to the DISTRICT upon request. Principal Owner is defined for purposes of this Agreement as a person who owns an interest of 25% or more in the CONTRACTOR. Information required may include the Principal Owner's name, address, and social security number. Failure to provide requested information about a Principal Owner within 60 days of request shall be deemed a material breach of this contract and may be grounds for termination.

12. BENEFITS WAIVER

If CONTRACTOR is unincorporated, CONTRACTOR acknowledges and agrees that CONTRACTOR is not entitled to receive the following benefits and/or compensation from DISTRICT: medical, dental, vision and retirement benefits, life and disability insurance, sick leave, bereavement leave, jury duty leave, parental leave, or any other similar benefits or compensation otherwise provided to permanent civil service employees pursuant to the County Charter, the County Code, the Civil Service Rule, the Sacramento County Employees' Retirement System and/or any and all memoranda of understanding between DISTRICT and its employee organizations. Should CONTRACTOR or any employee or agent of CONTRACTOR seek to obtain such benefits from DISTRICT, CONTRACTOR agrees to indemnify and hold harmless DISTRICT from any and all claims that may be made against DISTRICT for such benefits.

13. RETIREMENT BENEFITS/STATUS

CONTRACTOR acknowledges and agrees that DISTRICT has not made any representations regarding entitlement, eligibility for and/or right to receive ongoing Sacramento County Employee Retirement System (SCERS) retirement benefits during the term of this Agreement. By entering into this Agreement, CONTRACTOR assumes sole and exclusive responsibility for any consequences, impacts or action relating to such retirement benefits that is or will be occasioned as a result of the services provided by

CONTRACTOR under this Agreement. CONTRACTOR waives any rights to proceed against DISTRICT should SCERS modify or terminate retirement benefits based on CONTRACTOR's provision of services under this Agreement.

14. CONFLICT OF INTEREST

CONTRACTOR and CONTRACTOR's officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property or source of income which could be financially affected by or otherwise conflict in any manner or degree with the performance of services required under this Agreement.

15. LOBBYING AND UNION ORGANIZATION ACTIVITIES

- A. CONTRACTOR shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (31 U.S.C. § 1352) and any implementing regulations.
- B. If services under this Agreement are funded with state funds granted to DISTRICT, CONTRACTOR shall not utilize any such funds to assist, promote or deter union organization by employees performing work under this Agreement and shall comply with the provisions of Government Code Sections 16645 through 16649.

16. OMITTED

17. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS AND FACILITIES

- A. CONTRACTOR agrees and assures DISTRICT that CONTRACTOR and any subcontractors shall comply with all applicable federal, state, and local Anti-discrimination laws, regulations, and ordinances and to not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, employee or agent of DISTRICT, or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of DISTRICT employees and agents, and recipients of services are free from such discrimination and harassment.

- B. CONTRACTOR represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Gov. Code, §§ 12900 et seq.), and regulations and guidelines issued pursuant thereto.
- C. CONTRACTOR agrees to compile data, maintain records and submit reports to permit effective enforcement of all applicable antidiscrimination laws and this provision.
- D. CONTRACTOR shall include this nondiscrimination provision in all subcontracts related to this Agreement.

18. INDEMNIFICATION

To the fullest extent permitted by law, for work or services (including professional services), provided under this Agreement, CONTRACTOR shall indemnify, defend, and hold harmless the DISTRICT and the County of Sacramento and their governing Boards, officers, directors, officials, employees, and authorized volunteers and agents, (individually an "Indemnified Party" and collectively " the Indemnified Parties"), from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively "Claims"), including cost of defense, settlement, arbitration, expert fees, and reasonable attorneys' fees, resulting from injuries to or death of any person, including employees of either party hereto, and damage to or destruction of any property, or loss of use or reduction in value thereof, including the property of either party hereto, and recovery of monetary losses incurred by the Indemnified Parties directly attributable to the performance of CONTRACTOR, arising out of, pertaining to, or resulting from the gross negligent acts, errors, omissions, recklessness, or willful misconduct of CONTRACTOR, its employees, or CONTRACTOR's subconsultants or subcontractors at any tier, or any other party for which CONTRACTOR is legally liable under law.

The right to defense and indemnity under this indemnity obligation arises upon occurrence of an event giving rise to a Claim and, thereafter, upon tender in writing to CONTRACTOR. Upon receipt of tender, CONTRACTOR shall provide prompt written response that it accepts tender. Failure to accept tender may be grounds for termination of the Agreement. CONTRACTOR shall control the defense of Indemnified Parties; subject to using counsel reasonably acceptable to COUNTY. Both parties agree to cooperate in the defense of a Claim.

This indemnity obligation shall not be limited by the types and amounts of insurance or self-insurance maintained by CONTRACTOR or CONTRACTOR'S subcontractors at any tier.

Nothing in this indemnity obligation shall be construed to create any duty to any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.

The provisions of this indemnity obligation shall survive the expiration or termination of the Agreement.

19.INSURANCE

Without limiting CONTRACTOR'S indemnification, CONTRACTOR shall maintain in force at all times during the term of this Agreement and any extensions or modifications thereto, insurance as specified in Exhibit B. It is the responsibility of CONTRACTOR to notify its insurance advisor or insurance carrier(s) regarding coverage, limits, forms and other insurance requirements specified in Exhibit B. It is understood and agreed that DISTRICT shall not pay any sum to CONTRACTOR under this Agreement unless and until DISTRICT is satisfied that all insurance required by this Agreement is in force at the time services hereunder are rendered. Failure to maintain insurance as required in this agreement may be grounds for material breach of contract.

20.OMITTED

21.COMPENSATION AND PAYMENT OF INVOICES LIMITATIONS

- A. Compensation under this Agreement shall be limited to the Maximum Total Payment Amount set forth in Exhibit C, or Exhibit C as modified by DISTRICT in accordance with express provisions in this Agreement.
- B. CONTRACTOR shall submit an invoice on the forms and in accordance with the procedures prescribed by DISTRICT on a monthly basis, as appropriate. Invoices shall be submitted to DISTRICT no later than the fifteenth (15th) day of the month following the invoice period, and DISTRICT shall pay CONTRACTOR within thirty (30) days after receipt of an appropriate and correct invoice.
- C. DISTRICT operates on a July through June fiscal year. Invoices for services provided in any fiscal year must be submitted no later than July 31, one month after the end of the fiscal year. Invoices submitted after July 31 for the prior fiscal year shall not be honored by DISTRICT unless CONTRACTOR has obtained prior written DISTRICT approval to the contrary.
- D. CONTRACTOR shall maintain for four years following termination of this agreement full and complete documentation of all services and expenditures associated with performing the services covered under this

Agreement. Expense documentation shall include: time sheets or payroll records for each employee; receipts for supplies; applicable subcontract expenditures; applicable overhead and indirect expenditures.

- E. In the event CONTRACTOR fails to comply with any provisions of this Agreement, DISTRICT may withhold payment until such non-compliance has been corrected.

22. OMITTED

23. SUBCONTRACTS, ASSIGNMENT

- A. CONTRACTOR shall obtain prior written approval from DISTRICT before subcontracting any of the services delivered under this Agreement. CONTRACTOR remains legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this Agreement. CONTRACTOR shall be held responsible by DISTRICT for the performance of any subcontractor whether approved by DISTRICT or not.
- B. This Agreement is not assignable by CONTRACTOR in whole or in part, without the prior written consent of DISTRICT.

24. AMENDMENT AND WAIVER

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder. No interpretation of any provision of this Agreement shall be binding upon DISTRICT unless agreed in writing by DIRECTOR and counsel for DISTRICT.

25. SUCCESSORS

This Agreement shall bind the successors of DISTRICT and CONTRACTOR in the same manner as if they were expressly named.

26. TIME

Time is of the essence of this Agreement.

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27. INTERPRETATION

This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

28. DIRECTOR

As used in this Agreement, "DIRECTOR" shall mean the District Administrator of the Carmichael Recreation and Park District or his/her designee.

29. DISPUTES

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. Pending resolution of any such dispute, CONTRACTOR shall continue without delay to carry out all its responsibilities under this Agreement unless the Agreement is otherwise terminated in accordance with the Termination provisions herein. DISTRICT shall not be required to make payments for any services that are the subject of this dispute resolution process until such dispute has been mutually resolved by the parties. If the dispute cannot be resolved within 15 calendar days of initiating such negotiations or such other time period as may be mutually agreed to by the parties in writing, either party may pursue its available legal and equitable remedies, pursuant to the laws of the State of California. Nothing in this Agreement or provision shall constitute a waiver of any of the government claim filing requirements set forth in Title 1, Division 3.6, of the California Government Code or as otherwise set forth in local, state and federal law.

30. TERMINATION

- A. DISTRICT may terminate this Agreement without cause upon thirty (30) days written notice to the other party. Notice shall be deemed served on the date of mailing. If notice of termination for cause is given by DISTRICT to CONTRACTOR and it is later determined that CONTRACTOR was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to this paragraph (A).
- B. DISTRICT may terminate this Agreement for cause immediately upon giving written notice to CONTRACTOR should CONTRACTOR materially fail to perform any of the covenants contained in this Agreement in the time and/or manner specified. In the event of such termination, DISTRICT may proceed with the work in any manner deemed proper by DISTRICT. If notice of termination for cause is given by DISTRICT to CONTRACTOR

and it is later determined that CONTRACTOR was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph (A) above.

- C. DISTRICT may terminate or amend this Agreement immediately upon giving written notice to CONTRACTOR, 1) if advised that funds are not available from external sources for this Agreement or any portion thereof, including if distribution of such funds to the DISTRICT is suspended or delayed; 2) if funds for the services and/or programs provided pursuant to this Agreement are not appropriated by the State; 3) if funds in DISTRICT's yearly proposed and/or final budget are not appropriated by DISTRICT for this Agreement or any portion thereof; or 4) if funds that were previously appropriated for this Agreement are reduced, eliminated, and/or re-allocated by DISTRICT as a result of mid-year budget reductions.
- D. If this Agreement is terminated under paragraph A or C above, CONTRACTOR shall only be paid for any services completed and provided prior to notice of termination. In the event of termination under paragraph A or C above, CONTRACTOR shall be paid an amount which bears the same ratio to the total compensation authorized by the Agreement as the services actually performed bear to the total services of CONTRACTOR covered by this Agreement, less payments of compensation previously made. In no event, however, shall DISTRICT pay CONTRACTOR an amount which exceeds a pro rata portion of the Agreement total based on the portion of the Agreement term that has elapsed on the effective date of the termination.
- E. CONTRACTOR shall not incur any expenses under this Agreement after notice of termination and shall cancel any outstanding expenses obligations to a third party that CONTRACTOR can legally cancel.

31. REPORTS

CONTRACTOR shall, without additional compensation therefor, make fiscal, program evaluation, progress, and such other reports as may be reasonably required by DIRECTOR concerning CONTRACTOR's activities as they affect the contract duties and purposes herein. DISTRICT shall explain procedures for reporting the required information.

32. AUDITS AND RECORDS

Upon DISTRICT's request, DISTRICT or its designee shall have the right at reasonable times and intervals to audit, at CONTRACTOR's premises, CONTRACTOR's financial and program records as DISTRICT deems necessary to determine CONTRACTOR's compliance with legal and

contractual requirements and the correctness of claims submitted by CONTRACTOR. CONTRACTOR shall maintain such records for a period of four years following termination of the Agreement and shall make them available for copying upon DISTRICT's request at DISTRICT's expense. DISTRICT shall have the right to withhold any payment under this Agreement until CONTRACTOR has provided access to CONTRACTOR's financial and program records related to this Agreement.

33. PRIOR AGREEMENTS

This Agreement constitutes the entire contract between DISTRICT and CONTRACTOR regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between DISTRICT and CONTRACTOR regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

34. SEVERABILITY

If any term or condition of this Agreement or the application thereof to any person(s) or circumstance is held invalid or unenforceable, such invalidity or unenforceability shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

35. FORCE MAJEURE

Neither CONTRACTOR nor DISTRICT shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing, and acts or omissions or failure to cooperate of the other party or third parties (except as otherwise specifically provided herein).

36. SURVIVAL OF TERMS

All services performed and deliverables provided pursuant to this Agreement are subject to all of the terms, conditions, price discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Agreement or any extension thereof. Further, the terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Agreement shall so survive.

37. DUPLICATE COUNTERPARTS

This Agreement may be executed in duplicate counterparts. The Agreement shall be deemed executed when it has been signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

38. AUTHORITY TO EXECUTE

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement for or on behalf of the parties to this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

Carmichael Recreation and Park District, a park district existing under authority of Public Resources Code § 5780 et seq.

GVP VENTURES INC., DBA BOB MURRAY AND ASSOCIATES

Date: _____

Date: 5/7/24

By: _____
Mike Blondino, District Administrator

By: 
Gary Phillips, Executive Vice President

**EXHIBIT A to Agreement
between the CARMICHAEL RECREATION AND PARK DISTRICT,
hereinafter referred to as "DISTRICT," and
GVP VENTURES INC., DBA BOB MURRAY AND ASSOCIATES,
hereinafter referred to as "CONTRACTOR"**

SCOPE OF SERVICES

1. SERVICE

CONTRACTOR to provide Recruitment Services for a District Administrator as set forth in CONTRACTOR's Proposal dated April 2, 2024, hereto as Attachment 1 and incorporated herein by this reference. In the event of any conflict, inconsistency or ambiguity between this Agreement and the Proposal, this Agreement shall govern. CONTRACTOR agrees to perform all the services stated in the Agreement for the compensation described herein.

2. DESCRIPTION OF SERVICES

There are ten critical steps in the recruitment process:

- 1) Develop the Candidate Profile
- 2) Design/Distribute Brochure and Advertisements
- 3) Recruit Candidates
- 4) Screen Candidates
- 5) Conduct Preliminary Interviews
- 6) Search Public Records
- 7) Make Recommendations
- 8) Facilitate Final Interviews
- 9) Conduct Background and Reference Checks
- 10) Assist in Negotiations

Refer to the Proposal submitted by CONTRACTOR for detailed descriptions and tasks associated with these Steps.

- A. The DISTRICT'S Administrator, or designee, may negotiate with CONTRACTOR and approve reasonable modifications in tasks, work

products, schedules, milestones, and staff assignments so long as such modifications are within the general scope of services provided under this Agreement, do not exceed the Maximum Total Payment Amount, and are determined to be in the best interest of DISTRICT.

- B. Should the initial recruitment efforts and interview processes fail to result in the selection of an appropriate candidate, the CONTRACTOR would either devise a new advertising and outreach campaign or a revised campaign with modified targets. Either option will result in no new costs to the DISTRICT aside from advertising or travel expenses, pre-approved through a contract amendment.

3. SCHEDULE

CONTRACTOR shall perform the services in an expeditious manner in accordance with a mutually acceptable schedule developed between DISTRICT and CONTRACTOR.

4. PROJECT PERSONNEL

In the performance of the services hereunder, CONTRACTOR shall provide the personnel as set forth as proposed. Any change in such personnel or reassignment in their project responsibilities must be agreed to in writing by the Administrator or his authorized representative before any such change may be made. Key contacts for this project shall be as follows:

DISTRICT: NAME: Mike Blondino, District Administrator
 PHONE: 916-807-9461
 E-MAIL: mblondino@carmichaelpark.com

CONTRACTOR: NAME: Stephanie Dietz, Executive Recruiter
 PHONE: (209) 628-2016
 EMAIL: sdietz@bobmurrayassoc.com

EXHIBIT B to Agreement
between the CARMICHAEL RECREATION AND PARK DISTRICT,
hereinafter referred to as "DISTRICT," and
GVP VENTURES INC., DBA BOB MURRAY AND ASSOCIATES,
hereinafter referred to as "CONTRACTOR"
INSURANCE REQUIREMENTS FOR CONTRACTORS

Without limiting CONTRACTOR'S indemnification, CONTRACTOR shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the CONTRACTOR, its agents, representatives or employees. DISTRICT shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If in the opinion of the DISTRICT Risk Manager, insurance provisions in these requirements do not provide adequate protection for DISTRICT and for members of the public, DISTRICT may require CONTRACTOR to obtain insurance sufficient in coverage, form and amount to provide adequate protection. DISTRICT'S requirements shall be reasonable but shall be imposed to assure protection from and against the kind and extent of risks that exist at the time a change in insurance is required.

1. VERIFICATION OF COVERAGE

CONTRACTOR shall furnish the DISTRICT with certificates evidencing coverage required below. **Copies of required endorsements must be attached to provided certificates.** The DISTRICT Risk Manager may approve self-insurance programs in lieu of required policies of insurance if, in the opinion of the Risk Manager, the interests of the DISTRICT and the general public are adequately protected. All certificates, evidences of self-insurance, and additional insured endorsements are to be received and approved by the DISTRICT before performance commences. The DISTRICT reserves the right to review complete copies of any policy of insurance offered in compliance with these specifications.

2. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

- A. **GENERAL LIABILITY:** Insurance Services Office's Commercial General Liability occurrence coverage form CG 0001. Including, but not limited to Premises/Operations, Products/Completed Operations, Contractual, and Personal & Advertising Injury, without additional exclusions or limitations, unless approved by the DISTRICT Risk Manager.
- B. **AUTOMOBILE LIABILITY:** Insurance Services Office's Commercial Automobile Liability coverage form CA 0001.

1. Commercial Automobile Liability: auto coverage symbol "1" (any auto) for corporate/business owned vehicles. If there are no owned or leased vehicles, symbols 8 and 9 for non-owned and hired autos shall apply.
 2. Personal Lines automobile insurance shall apply if vehicles are individually owned.
- C. WORKERS' COMPENSATION: Statutory requirements of the State of California and Employer's Liability Insurance.
- D. PROFESSIONAL LIABILITY or Errors and Omissions Liability insurance appropriate to the Contractor's profession.
- E. UMBRELLA or Excess Liability policies are acceptable where the need for higher liability limits is noted in the Minimum Limits of Insurance and shall provide liability coverages that at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Commercial Automobile Liability, Employers' Liability, and any other liability coverage (other than Professional Liability) designated under the Minimum Scope of Insurance.

5. MINIMUM LIMITS OF INSURANCE

CONTRACTOR shall maintain limits no less than:

- A. General Liability shall be on an Occurrence basis (as opposed to Claims Made basis). Minimum limits and structure shall be:
- | | |
|-----------------------------|-------------|
| General Aggregate: | \$2,000,000 |
| Products Comp/Op Aggregate: | \$2,000,000 |
| Personal & Adv. Injury: | \$1,000,000 |
| Each Occurrence: | \$1,000,000 |
- B. AUTOMOBILE LIABILITY:
1. Commercial Automobile Liability for Corporate/business owned vehicles including non-owned and hired, \$1,000,000 Combined Single Limit.
 2. Personal Automobile Liability for Individually owned vehicles, \$250,000 per person, \$500,000 each accident, \$100,000 property damage.
- C. WORKERS' COMPENSATION: Statutory.
- D. EMPLOYER'S LIABILITY: \$1,000,000 per accident for bodily injury or disease.

- E. Professional Liability or Errors and Omissions Liability: \$1,000,000 per claim and aggregate.

4. DEDUCTIBLES AND SELF-INSURED RETENTION

Any deductibles or self-insured retention that apply to any insurance required by this Agreement must be declared and approved by the DISTRICT.

5. Claims-Made Professional Liability

If Professional Liability coverage is written on a claims-made form:

- 1) The "Retro Date" must be shown, and must be on or before the date of the Agreement or the beginning of Agreement performance by Contractor.
- 2) Insurance must be maintained, and evidence of insurance must be provided for at least one (1) year after completion of the Agreement.
- 3) If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "Retro Date" prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of one (1) year after completion of the Agreement.

6. OTHER INSURANCE PROVISIONS

The insurance policies required in this Agreement are to contain, or be endorsed to contain, as applicable, the following provision:

A. All Policies:

1. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII. The DISTRICT Risk Manager may waive or alter this requirement or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Risk Manager, the interests of the DISTRICT and the general public are adequately protected.
2. **MAINTENANCE OF INSURANCE COVERAGE:** The CONTRACTOR shall maintain all insurance coverages and limits in place at all times and provide the DISTRICT with evidence of each policy's renewal within ten (10) after its anniversary date.

CONTRACTOR is required by this Agreement to immediately notify DISTRICT if they receive a communication from their insurance carrier or agent that any required insurance is to be canceled, non-renewed,

reduced in scope or limits or otherwise materially changed. CONTRACTOR shall provide evidence that such cancelled or non-renewed or otherwise materially changed insurance has been replaced or its cancellation notice withdrawn without any interruption in coverage, scope, or limits. Failure to maintain required insurance in force shall be considered a material breach of the Agreement.

7. COMMERCIAL GENERAL LIABILITY AND/OR COMMERCIAL AUTOMOBILE LIABILITY

- A. **ADDITIONAL INSURED STATUS:** The DISTRICT and the County of Sacramento and their governing Boards, officers, directors, officials, employees, and authorized volunteers and agents (each an "Additional Insured Party," and collectively "Additional Insured Parties"), are to be included as additional insureds as respects: liability arising out of activities performed by or on behalf of the CONTRACTOR; products and completed operations of the CONTRACTOR; premises owned, occupied or used by the CONTRACTOR; or automobiles owned, leased, hired or borrowed by the CONTRACTOR. The coverage shall contain no endorsed limitations on the scope of protection afforded to the Additional Insured Parties.
- B. **PRIMARY INSURANCE:** For any claims related to this Agreement, the CONTRACTOR'S insurance coverage shall be endorsed to be primary insurance as respects any insurance or self-insurance maintained by the Additional Insured Parties. Any insurance or self-insurance maintained by the Additional Insured Parties shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
- C. **SEVERABILITY OF INTEREST:** The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- D. **SUBCONTRACTORS:** CONTRACTOR shall be responsible for the acts and omissions of all its subcontractors and additional insured endorsements as provided by CONTRACTOR'S subcontractor.

8. WORKERS' COMPENSATION

Workers' Compensation Waiver of Subrogation: The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the DISTRICT and the County of Sacramento and their governing Boards, officers, directors, officials, employees, and authorized volunteers and agents which might arise by reason of payment under such policy in connection with performance under this Agreement by the CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive

its right of subrogation against the DISTRICT and the County of Sacramento and their governing Boards, officers, directors, officials, employees, and authorized volunteers and agents.

9. NOTIFICATION OF CLAIM

If any claim for damages is filed with CONTRACTOR or if any lawsuit is instituted against CONTRACTOR, that arise out of or are in any way connected with CONTRACTOR'S performance under this Agreement and that in any way, directly or indirectly, contingently or otherwise, affect or might reasonably affect DISTRICT, CONTRACTOR shall give prompt and timely notice thereof to DISTRICT. Notice shall be prompt and timely if given within thirty (30) days following the date of receipt of a claim or ten (10) days following the date of service of process of a lawsuit.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

**EXHIBIT C to Agreement
between the CARMICHAEL RECREATION AND PARK DISTRICT,
hereinafter referred to as "DISTRICT," and
GVP VENTURES INC., DBA BOB MURRAY AND ASSOCIATES
hereinafter referred to as "CONTRACTOR"**

BUDGET REQUIREMENTS

1. MAXIMUM PAYMENT TO CONTRACTOR

The Total Maximum Payment Amount under this Agreement for the provision of services outline in Exhibit A not to exceed: **\$30,000**.

This amount includes reimbursable expenses.

2. COMPENSATION COMPONENTS

1. Professional Services Fee for Recruitment: \$23,000
2. Reimbursable Expenditures: \$7,000

Reimbursables: The cost of supplies, printing, or other items specific to this project will be based on actual cost and subject to the DISTRICT'S approval.

3. WORK NOT IN SCOPE OF SERVICES

CONTRACTOR shall immediately notify the DISTRICT'S Administrator in writing of any work that the DISTRICT requests to be performed that CONTRACTOR believes is outside of the original scope of work covered by this Agreement.

If it is determined that said request is outside of the scope of work, such work shall not be performed unless and until the Administrator approves such request in writing and authorizes an amendment approved and executed by both parties.

4. SUBMISSION OF INVOICES

CONTRACTOR shall address and submit all invoices associated with this Agreement by U.S. mail, or personal delivery to the following address:

Carmichael Recreation and Park District
5750 Grant Avenue
Carmichael, CA 95608
Attn: Accounts Payable

5. PAYMENTS

In accordance with the Compensation and Payment of Invoices Limitations provision of this Agreement, DISTRICT shall address and submit payments to CONTRACTOR at the following address:

GVP VENTURES INC., DBA
BOB MURRAY AND ASSOCIATES
1544 Eureka Road, Suite 280
Roseville, CA 95661



**BOB MURRAY
& ASSOCIATES**

Experts In Executive Search

A Proposal to Conduct an Executive Recruitment

for the Position of

DISTRICT ADMINISTRATOR

on behalf of the



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

April 2, 2024

Chair Joyce Carroll
and Members of the Advisory Board
Carmichael Recreation and Park District
5750 Grant Avenue
Carmichael, CA 95608

Submitted via email to: mb londino@carmichaelpark.com

Dear Chair Carroll and Members of the Advisory Board:

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

At Bob Murray & Associates, we pride ourselves on providing quality service to local governments, non-profit agencies, and private firms. Our recruitment process helps you to determine the direction of the search and the types of candidates you seek while capitalizing on our decades of experience and vast network of contacts to reach those candidates. Our expertise ensures that the candidates we present to the Carmichael Recreation and Park District will match the criteria you have established, be a positive placement for your organization, and be outstanding in their field.

Current and recent District Administrator recruitments we have completed similar in size and scope to your upcoming search include the following:

2024

County of Kern, CA (Chief Administrative Officer) - *Current*
Desert Healthcare District & Foundation, CA (Chief Executive Officer) - *Current*
California Water Data Consortium, CA (Chief Executive Officer) - *Current*
Irvine Adult Day Health Services, Inc., CA (Executive Director)
County of Marin, CA (County Executive)
City of Carpinteria, CA (Parks, Recreation, and Community Services Director)

2023

Sunrise Recreation & Park District, CA (District Administrator)
City of Folsom, CA (Parks and Recreation Director)

City of Marina, CA (Recreation & Cultural Services Director)
City of Santa Rosa, CA (Parks and Recreation Director)
City of Sparks, NV (Parks and Recreation Director)

2022

City of Cupertino, CA (Director of Parks and Recreation)
City of Sunnyvale, CA (Director of Library and Recreation Services)
County of Monterey, CA (County Administrative Officer)
County of Placer, CA (County Executive Officer)
County of Sonoma, CA (County Administrator)
County of Yolo, CA (County Administrator)

We work as a team on every search at Bob Murray & Associates. Your Project Lead would be Stephanie Dietz, who would not only direct and supervise the project team from beginning to end but also serve as the Recruiter for the project as well.

To learn first-hand of the quality of our services and why the majority of our engagements come from repeat and referred clients, we invite you to contact the references listed on page 12 of the attached proposal.

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

Sincerely,



Valerie Gaeta Phillips
President, Bob Murray & Associates

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THE RECRUITMENT PROCESS

Bob Murray & Associates' recruiters are specialists in finding positive placements and providing security and fairness to candidates and clients while ensuring the integrity of the search process. Outlined below are the steps in our proven recruitment process, refined through our 30+ years of experience in executive recruiting.

STEP 1 DEVELOP THE CANDIDATE PROFILE

Our understanding of the Carmichael Recreation and Park District's needs will be key to a successful search. Stephanie Dietz will meet with the Advisory Board and key stakeholders to learn as much as possible about the ideal candidate for the District Administrator position. We want to become familiar with the values and culture of the organization, as well as to understand the current and future issues, challenges, and opportunities in the Carmichael Recreation and Park District.

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

Optional Service: Community and Staff Involvement

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

If the Carmichael Recreation and Park District so desires, we will work with the Advisory Board to create a customized community and/or staff input process.

STEP 2 DESIGN/DISTRIBUTE BROCHURE AND ADVERTISEMENTS

Ms. Dietz and your dedicated Recruitment Coordinator will use the candidate profile developed with the Carmichael Recreation and Park District to create a professional recruitment brochure, with the assistance of our professional graphic designer. The four-page, full-color brochure will describe the community, organization, position, ideal candidate, and compensation and will include pictures provided by the Carmichael Recreation and Park District that you feel best represent your organization and your community.

Upon your approval, Ms. Dietz will send the brochure by postal mail and email to a targeted audience, personally inviting potential candidates to apply for the District Administrator position. We will also place the recruitment brochure on our website, which attracts over 11,000 unique hits

weekly and is a trusted resource for candidates seeking executive and professional positions. Two sample brochures are included in this proposal package for your reference.

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

Suggested District Administrator-specific advertising sources for the Carmichael Recreation and Park District's search include:

- ✦ California Special Districts Association
- ✦ National Recreation & Park Association
- ✦ California Parks & Recreation Society
- ✦ League of Women in Government

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

Reaching Diverse Candidates

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

Ms. Dietz will seek to reach candidates in communities and organizations with demographic profiles and populations served like that of the Carmichael Recreation and Park District, to maximize the potential for individuals from a wide variety of backgrounds, cultures, physical abilities, life experiences, and gender to be considered for the District Administrator position.

STEP 3 RECRUIT CANDIDATES

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

allay any reservations, and these efforts are essential to the success of the District Administrator recruitment.

STEP 4 SCREEN CANDIDATES

Following the closing date for the recruitment, Ms. Dietz will screen all resumes we have received, using the criteria established in the candidate profile as a basis upon which to narrow the field of candidates. Internal candidates receive sensitive consideration, and Ms. Dietz will discuss with the Advisory Board how the Carmichael Recreation and Park District wishes to proceed with these candidates.

STEP 5 CONDUCT PRELIMINARY INTERVIEWS

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

STEP 6 SEARCH PUBLIC RECORDS

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

STEP 7 MAKE RECOMMENDATIONS

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

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

- ◆ Candidate list with Recommended Finalists identified in *Group 1* and *Group 2* (primary and secondary recommendations), as well as *Internal* candidates
- ◆ Summary of experience and education for each Recommended Finalist candidate
- ◆ Complete cover letter and resume for each Recommended Finalist candidate
- ◆ List of *Other Applicants* (those who did not meet minimum qualifications or were otherwise unsuitable, based on our screening process)

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

STEP 8 FACILITATE FINAL INTERVIEWS

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

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

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

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

STEP 9 CONDUCT BACKGROUND AND REFERENCE CHECKS

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

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

STEP 10 ASSIST IN NEGOTIATIONS

We recognize the critical importance of successful negotiations and can serve as your representative during this process. Ms. Dietz knows what other organizations have done to put deals together with great candidates and what the current market is like for District Administrator positions in organizations like the Carmichael Recreation and Park District's. She will be available to advise you regarding current approaches to difficult issues, such as housing and relocation. We will represent your interests and advise the chosen candidate and you regarding salary, benefits,

and employment agreements, with the goal of putting together a deal that results in the appointment of your chosen candidate. With our proven experience and vested interest in a positive outcome, we can turn a very difficult aspect of the recruitment into one that is straightforward and agreeable for all parties involved.

COMPLETE ADMINISTRATIVE ASSISTANCE

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

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

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

COSTS AND GUARANTEE

PROFESSIONAL FEE AND EXPENSES

The fixed, flat professional services fee for conducting the District Administrator recruitment on behalf of the Carmichael Recreation and Park District is \$23,000. Services provided for in this fee consist of all steps outlined in this proposal, including two (2) days of meetings on site. The professional fee does not limit the amount of time invested by Bob Murray & Associates in promoting a successful outcome for this project. In fact, our mission for this project is to ensure we assist in identifying the right candidate for the Carmichael Recreation and Park District. Therefore, Ms. Dietz will contact the District at the first anniversary of the placement to confirm an effective transition has occurred.

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

Expense reimbursement for candidate travel related to on-site interviews will be the responsibility of the Carmichael Recreation and Park District.

Professional Fees and Reimbursable Expenses	
Professional Services (Fixed Flat Fee)	\$23,000
Reimbursable Expenses	
<i>Example costs and approximate amounts include:</i>	
Brochure Design and Printing (\$1,275)	
Advertising (\$2,700)	\$7,000
Background Checks – 3 candidates (\$650)	
Consultant Travel (\$1,500)	
Other expenses – supplies, shipping, clerical (\$875)	
Not-to-Exceed Total	\$30,000

Optional Services

- ◆ Community/Staff Input Forum: \$1,500/day, plus travel expenses
- ◆ Online survey: \$1,000 (Surveys include formatting questions and preparing survey link. Services do not include summaries or analysis of data.)
- ◆ Additional on-site meeting days: \$1,500/day/recruiter, plus travel expenses
- ◆ Additional background checks: \$250/candidate
- ◆ Additional reference checks: \$500/candidate
- ◆ Additional hires: \$6,500/candidate
- ◆ Other services: \$250/hour or \$1,500/day

GUARANTEE

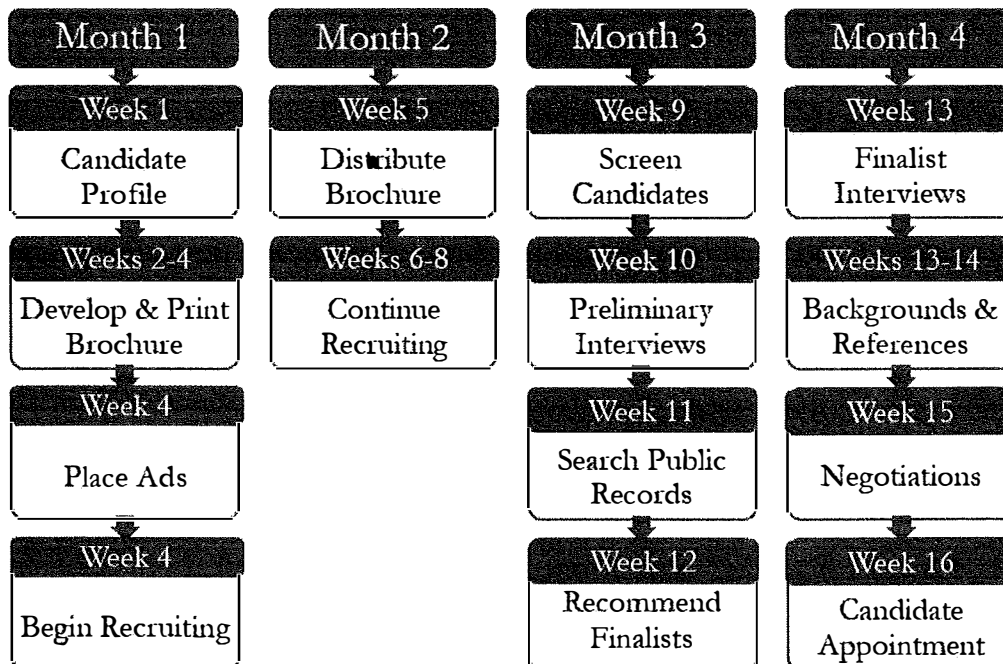
Should a candidate recommended by our firm position resign or be terminated within the first 12 months of employment, we will provide the Carmichael Recreation and Park District with professional services to secure a replacement. Services will be provided at no cost, aside from expenses incurred on the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

Our firm does not consider a recruitment to be completed until our client’s selected candidate has accepted an offer of employment. Should our initial recruitment efforts and interview processes fail to result in the selection of an appropriate candidate, we will work with the District to identify a strategy for re-recruitment. In the past, we have typically handled this process through either a completely new advertising and outreach campaign or a revised campaign with modified targets. Either option will result in no new costs to the District aside from advertising or travel expenses (pre-approved through a contract amendment).

RECRUITMENT SCHEDULE

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

The final recruitment schedule will be determined in collaboration with Carmichael Recreation and Park District. A typical timeline of tasks and events is included here for reference.



FIRM PROFILE

OUR STAFF

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

- ◆ Bob Murray, *Founder*
- ◆ Valerie Gaeta Phillips, *President*
- ◆ Gary Phillips, *Executive Vice President*
- ◆ Joel Bryden, *Vice President*
- ◆ Yasmin Beers, *Senior Executive Recruiter*
- ◆ Adele Fresé, *Senior Executive Recruiter*
- ◆ Stacy Stevenson, *Senior Executive Recruiter*
- ◆ Jon Lewis, *Executive Recruiter*
- ◆ Stephanie Dietz, *Executive Recruiter*
- ◆ Alexandria Kopack, *Recruitment and Operations Manager*
- ◆ Kathy Lolas, *Senior Recruitment Coordinator*
- ◆ Grace Marshall, *Senior Recruitment Coordinator*
- ◆ Steph Souza, *Assistant Recruitment Coordinator*

Please see your lead recruiter's biography below:

STEPHANIE DIETZ, EXECUTIVE RECRUITER

Stephanie Dietz brings over 20 years of municipal and public agency experience to Bob Murray and Associates. Stephanie retired as the City Manager for the City of Merced, a City with a population of nearly 100,000 and the newest University of California campus. She served as the Chief Executive Officer overseeing more than 500 employees who provided services within the areas of Police, Fire, Development and Inspection Services, Engineering, Public Works, Parks & Recreation, Arts & Culture, Housing, and the Office of Neighborhood Safety.

For 20 years, Stephanie garnered experience across city and county governments, along with the University of California, specializing in public finance and budgeting, human resources, labor relations, strategic planning, public safety, water management, redistricting, and leading city-initiated sales tax and charter ballot initiatives. Her professional career saw great success, with projects that included the construction of a new municipal airport terminal, the award of several state and federal grants to construct 850 affordable housing units, and the annexation of UC Merced. Throughout her professional career, she has been responsible for recruiting and retaining executive-level leaders who reflect the culture of their communities while fostering a spirit of innovation.

Stephanie serves on the Merced Irrigation District Board, on the Merced College Foundation Board, and as an Advisory Board Member for the Central California Small Business Development Center. In 2023, Stephanie was recognized by the California State Assembly as Woman of the

Year for her innovative solutions in affordable housing and transportation and her pioneering spirit as the first female City Manager for the City of Merced. Stephanie also volunteers on the boards of several local non-profits that support youth sports and local FFA chapters, ensuring students have the community support needed to be successful.

Stephanie holds a Bachelor of Arts in Liberal Arts with a Minor in Mathematics from California State University, Fresno, and a Master of Arts in English from National University.

CORPORATION

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

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

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

PROFESSIONAL ASSOCIATIONS

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

- California Special Districts Association
- California City Management Foundation (CCMF)
- Engaging Local Government Leaders (ELGL)
- International City/County Management Association (ICMA)
- International Network of Asian Public Administrators (I-NAPA)
- League of California Cities
- League of Women in Government
- Municipal Management Association of Northern California (MMANC)
- Municipal Management Association of Southern California (MMASC)
- National Forum for Black Public Administrators (NFBPA)

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

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

- “Role of the Chief” class, annually presented by Joel Bryden or Jon Lewis on behalf of the California Police Chiefs Association;
- MMANC and MMASC annual mock interviews;
- Annual League of California Cities Booth; and
- Annual League of California Cities City Manager’s Conference (City Manager hosted event).

REFERENCES

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

CLIENT: Sunrise Recreation & Park District, CA
POSITION: District Administrator
REFERENCE: Mr. David Huber, Board Chairman
(916) 390-5585

CLIENT: Chico Area Parks & Recreation District, CA
POSITION: General Manager
REFERENCE: Mr. Jeff Carter, Legal Counsel
(530) 520-6196

CLIENT: City of Folsom, CA
POSITION: Parks and Recreation Director
REFERENCE: Ms. Elaine Andersen, City Manager
(916) 461-6012

We appreciate the Carmichael Recreation and Park District's consideration of our proposal and look forward to working with you.

