ATTACHMENT B

CITY OF STOCKTON STANDARD AGREEMENT

Agreement Number:

(If applicable check box)YES

05/19/2025

Date

1. This Agreement is entered into between the City of Stockton ("City") andPeckham & McKenney("Contractor") to provide recruitment services for the City Manageras set forth in Exhibit A to this Agreement.

2. The term of this Agreement is as follows, unless amended as described in Exhibit A and Exhibit C section 8:

Commences on: May 22, 2025

Terminates on: May 22, 2026

3. The maximum not to exceed amount to be paid to Contractor for the term of this Agreement, including if authorized, reimbursement of expenses, is: \$32,750

4. The complete Agreement consists of all the following Agreement documents which by reference are incorporated and made a part of this Agreement. The parties agree to comply with the terms and conditions of this Agreement.

- (a) Exhibit A Statement of Work
- (b) Exhibit B Insurance
- (c) Exhibit C General Terms & Conditions
- (d) Exhibit D Special Conditions Professional Services

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- (e) Exhibit E Compensation Schedule
- (f) Exhibit F Timeline
- (g) Exhibit G Special Funding Terms & Conditions

IN WITNESS WHEREOF, the authorized parties have executed this Agreement.

CONTRACTOR

Peckham & McKenney

Contractor's Name (if other than an individual, state whether a corporation, partnership, etc.):

Authorized Signature

Anton Dahlerbruch, Managing Partner Printed Name and Title of Person Signing

300 Harding, Suite 203D, Roseville, CA 95678

Address

CITY OF STOCKTON Steve Colangelo, Interim City Manager Katherine Roland, CMC, CPMO, City Cler CRORATED JU APPROVED AS TO FORM: Lori M. Asuncion, City Attorney

BY:

EXHIBIT A

STATEMENT OF WORK

1. <u>Project Objectives</u>

1.1 See attached proposal and scope of work: Attachment A, Recruitment for City Manager.

2. <u>Project Scope</u>

2.1 Conduct a national search to identify highly qualified candidates for the position of City Manager. Present a final candidate pool to the City Council for consideration.

3. <u>Specifications</u>

3.1 See attached proposal and scope of work: Attachment A, Recruitment for City Manager.

4. <u>Major Deliverables</u>

4.1 See attached proposal and scope of work: Attachment, Recruitment for City Manager.

5. <u>Tasks That Support the Deliverables</u>

5.1 See attached proposal and scope of work: Attachment, Recruitment for City Manager.

6. Internal and External Standards and Guidelines

6.1 The candidates presented for the City Manager vacancy must meet the minimum qualification listed in the class specification as reflected in Attachment B and as may be amended by the City.

7. <u>Criteria of Acceptance for Deliverables</u>

7.1 Throughout the process, all deliverables should be reviewed, confirmed, and approved by the City, ensuring full satisfaction with the recruitment approach, candidate selection, and communication efficiency. The project must remain flexible to meet the City's evolving needs while adhering to the overall objectives and timeline.

8. <u>Notices</u>

Pursuant to Exhibit C – General Terms and Conditions, Paragraph 15 – Notices, the mailing address for all required notices is as follows:

Contractor: _____

City: City of Stockton Attn: City Manager 425 N. El Dorado Street Stockton, CA 95202

9. Key Personnel

(If applicable, type the name and contact information Key Personnel working on the Project.)

<u>Exhibit B:</u> <u>Insurance Requirements</u> (Consultants)

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

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

3. Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

4. Professional Liability (Errors and Omissions): Insurance appropriate to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the City of Stockton requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City of Stockton, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used). Additional insured Name of Organization shall read "City of Stockton, its officers, officials, employees, and volunteers." Policy shall cover City of Stockton, its officers, officials, employees, and volunteers for all locations work is done under this contract.

Primary Coverage

For any claims related to this contract, the **Contractor's insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects the City of Stockton, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Stockton, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This also applies to any Excess or Umbrella liability policies. The City of Stockton does not accept endorsements limiting the Contractor's insurance coverage to the sole negligence of the Named Insured.

Umbrella or Excess Policy

The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City of Stockton.

Waiver of Subrogation

Contractor hereby grants to City of Stockton a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City of Stockton by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Stockton has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City of Stockton. The City of Stockton may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim

administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City of Stockton.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Stockton.

Claims Made Policies (Professional & Pollution only)

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained, and evidence of insurance must be provided *for at least five (5) years after completion of the contract of work*.

3. If coverage is canceled or non-renewed, and not replaced *with another claims-made policy form with a Retroactive Date prior to* the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of *five (5)* years after completion of work.

Verification of Coverage

Contractor shall furnish the City of Stockton with original certificates and amendatory endorsements, or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the City of Stockton before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City of Stockton reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances

City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Certificate Holder Address

The address for mailing certificates, endorsements and notices shall be:

City of Stockton

ATTACHMENT B

Its Officers, Officials, Employees, and Volunteers 400 E Main St, 3^{rd} Floor – HR Stockton, CA 95202

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. <u>**Goods, Equipment and Services.**</u> Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to City the services described in Exhibit A of the Agreement. Contractor shall provide said services at the time, place and in the manner specified in Exhibit A of the Agreement.

2. <u>City Assistance, Facilities, Equipment and Clerical Support.</u> Except as set forth in Exhibit A, Contractor shall, at its sole cost and expense, furnish and maintain all facilities and equipment that may be required for furnishing services pursuant to this Agreement. If applicable, City shall furnish to Contractor only the facilities and equipment listed in Exhibit A to the Agreement.

3. <u>**Compensation**</u>. City shall pay Contractor for services rendered pursuant to this Agreement as described more particularly in Exhibit A and Exhibit E to the Agreement.

3.1 Upon completion of work and acceptance by City, Contractor shall have sixty

(60) days in which to submit final invoicing for payment. An extension may be granted by City upon receiving a written request thirty (30) days in advance of said time limitation. The City shall have no obligation or liability to pay any invoice for work performed which the Contractor fails or neglects to submit within sixty (60) days, or any extension thereof granted by the City, after the work is accepted by the City.

4. <u>Sufficiency of Contractor's Work</u>. All Contractor services, work, and deliverables shall be performed in a good and workmanlike manner with due diligence in accordance with the degree of skill normally exercised by similar contractors supplying services and work of a similar nature, and in conformance with applicable laws, codes and professional standards. Contractor's work shall be adequate and sufficient to meet the purposes of this Agreement.

5. <u>Ownership of Work</u>. All reports, work product, all other documents completed or partially completed by Contractor or its approved subcontractors, in performance of this Agreement, and if applicable, drawings, designs, and plan review comments shall become the property of the City. Any and all copyrightable subject matter in all materials is hereby assigned to the City and the Contractor and its approved subcontractors agree

to execute any additional documents that may be necessary to evidence such assignment. All materials shall be delivered to the City upon completion or termination of the work under this Agreement. If any materials are lost, damaged or destroyed before final delivery to the City, the Contractor shall replace them at its own expense. Contractor and its approved subcontractors shall keep materials confidential. Materials shall not be used for purposes other than performance of services under this Agreement and shall not be disclosed to anyone not connected with these services, unless the City provides prior written consent.

6. <u>Timeliness.</u> Time is of the essence in this Agreement. Further, Contractor acknowledges that the failure of Contractor to comply with the time limits described in Exhibit A and Exhibit F may result in economic or other losses to the City.

7. <u>Changes</u>. Both parties to this Agreement understand that it may become desirable or necessary during the term of this Agreement for City to modify the scope of services provided for under this Agreement. Any material extension or change in the scope of work shall be discussed with City and the change and cost shall be memorialized in a written amendment to the original contract prior to the performance of the additional work. Until the amendment is so executed, City will not be responsible to pay any charges Contractor may incur in performing such additional services, and Contractor shall not be required to perform any such additional services.

8. <u>Amendment.</u> No variation of the terms of this Agreement shall be valid unless an amendment is made in writing and signed by both parties.

9. <u>Contractor's Status</u>.

9. 1 In performing the obligations set forth in this Agreement, Contractor shall have the status of an independent contractor and Contractor shall not be considered to be an employee of the City for any purpose. All persons working for or under the direction of Contractor are its agents and employees and are not agents or employees of City. Contractor by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of City. Except as expressly provided in Exhibit A, Contractor has no authority or responsibility to exercise any rights or power vested in the City. No agent, officer or employee of the City is to be considered an employee of the Contractor. It is understood by both Contractor and City that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

9.2 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to City only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to City's

control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.

9.3 If in the performance of this Agreement any third persons are employed by Contractor, such persons 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 term of employment or requirements of law shall be determined by the Contractor.

9.4 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.

10. <u>Subcontractor.</u>

10.1 Subcontractors shall not be recognized as having any direct or contractual relationship with City. Contractor shall be responsible for the work of subcontractors, which shall be subject to the provisions of this Agreement. Subcontractors will be provided with a copy of the Agreement and be bound by its terms. Contractor is responsible to City for the acts and omissions of its subcontractors and persons directly or indirectly employed by them.

10.2 If in the performance of this Agreement any third persons are employed by Contractor, such persons 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 term of employment or requirement of law shall be determined by Contractor.

10.3 It is further understood and agreed that all Subcontractors must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Subcontractors personnel.

11. <u>Termination.</u>

11.1 <u>Termination for Convenience of City</u>. The City may terminate this Agreement at any time by mailing a notice in writing to Contractor. The Agreement shall then be deemed terminated, and no further work shall be performed by Contractor. If the Agreement is so terminated, the Contractor shall be paid for the work actually completed at the time the notice of termination is received.

11. 2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

11.3 <u>Funding- Non-Appropriation.</u> It is mutually understood between the Parties that payment to the Contractor for performance shall be dependent upon the availability of appropriations by the City Council for the purposes of this Agreement. No legal liability on the part of the City for any payment may arise under this Agreement until funds are made available and until the Contractor has received funding availability, which will be confirmed in writing. If funding for any fiscal year is reduced or deleted, or if the City loses funding for any reason, the City, in its sole discretion, shall have the option to either (a) cause this Agreement to be canceled or terminated pursuant to applicable provisions of the Agreement; or (b) offer to amend the Agreement to reflect the reduced funding for this Agreement.

12. <u>Non-Assignability</u>. The Contractor shall not assign, sublet, or transfer this Agreement or any interest or obligation in the Agreement without the prior written consent of the City, and then only upon such terms and conditions as City may set forth in writing. Contractor shall be solely responsible for reimbursing subcontractors.

13. Indemnity and Hold Harmless. To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify City of Stockton and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the City of Stockton. This obligation is independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this agreement. survive the completion termination of this These obligations shall or agreement.

14. <u>Insurance</u>. During the term of this Agreement, Contractor shall maintain in full force and effect at its own cost and expense the insurance coverage as set forth in the attached Exhibit B to this Agreement and shall otherwise comply with the other provisions of Exhibit B to this Agreement.

15. <u>Notices</u>. All notices herein required shall be in writing and shall be sent by certified or registered mail, postage prepaid, addressed in Exhibit A to this Agreement.

16. <u>Conformance to Applicable Laws.</u> Contractor shall comply with all applicable Federal, State, and Municipal laws, rules, and ordinances. Contractor shall not discriminate in the employment of persons or in the provision of services under this Agreement on the basis of any legally protected classification, including race, color, national origin, ancestry, sex or religion of such person.

17. <u>Licenses, Certifications and Permits</u>. Prior to the City's execution of this Agreement and prior to the Contractor's engaging in any operation or activity set forth in this Agreement, Contractor shall obtain a City of Stockton business license, which must be kept in effect during the term of this Agreement. Contractor covenants that it has obtained all certificates, licenses, permits and the like required to perform the services under this Agreement. Such licenses, certificates and permits shall be maintained in full force and effect during the term of this Agreement.

18. <u>Records and Audits</u>. Contractor shall maintain all records regarding this Agreement and the services performed for a period of three (3) years from the date that final payment is made. At any time during normal business hours, the records shall be made available to the City to inspect and audit. To the extent Contractor renders services on a time and materials basis, Contractor shall maintain complete and accurate accounting records, in a form prescribed by City or, if not prescribed by City, in accordance with generally accepted accounting principles, such records to include, but not be limited to, payroll records, attendance cards, time sheets, and job summaries.

19. <u>**Confidentiality**</u>. Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of City reports, information or conclusions.

20. <u>Conflicts of Interest</u>. Contractor covenants that other than this Agreement, Contractor has no financial interest with any official, employee or other representative of the City. Contractor and its principals do not have any financial interest in real property, sources of income or investment that would be affected in any manner of degree by the performance of Contractor's services under this Agreement. If such an interest arises, Contractor shall immediately notify the City.

21. <u>Waiver</u>. In the event either City or Contractor at any time waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or of any other covenant, condition or obligation. No payment, partial payment, acceptance, or partial acceptance by City shall operate as a waiver on the part of City of any of its rights under this Agreement.

22. <u>**Governing Law**</u>. California law shall govern any legal action pursuant to this Agreement with venue for all claims in the Superior Court of the County of San Joaquin, Stockton Branch or, where applicable, in the Federal District Court of California, Eastern District, Sacramento Division.

23. <u>No Personal Liability</u>. No official or employee of City shall be personally liable to Contractor in the event of any default or breach by the City or for any amount due Contractor.

24. <u>Severability.</u> If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or city statue, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

25. **Non-Discrimination.** During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state, or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition (including genetic characteristics), marital status, age, political affiliation, gender identity, gender expression, sex or sexual orientation, family and medical care leave, pregnancy leave, or disability leave. Contractor and its officers, employees, agents, representative or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the City's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12990 (et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulation or Code of Federal Regulations. Title VI of the Civil Rights Act of 1964 requires that "no person in the United States shall, on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial

assistance." (42 USC Section 2000d). http://www.dol.gov/oasam/regs/statutes/titlevi.htm. The City requires compliance with the requirements of Title VI in all of its programs and activities regardless of funding source.

26. <u>Force Majeure</u>. Neither party shall be responsible for delays or failures in performance resulting from acts of God, acts of civil or military authority, terrorism, fire, flood, strikes, war, epidemics, pandemics, shortage of power or other acts or causes reasonably beyond the control of that party. The party experiencing the force majeure event agrees to give the other party notice promptly following the occurrence of a force majeure event, and to use diligent efforts to re-commence performance as promptly as commercially practicable.

27. <u>**Taxes and Charges**</u>. Contractor shall be responsible for payment of all taxes, fees, contributions or charges applicable to the conduct of the Contractor's business.

28. <u>**Cumulative Rights**</u>. Any specific right or remedy provided in this Agreement will not be exclusive but will be cumulative of all other rights and remedies to which may be legally entitled.

29. <u>Advice of Attorney.</u> Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

30. <u>Heading Not Controlling.</u> Headings used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.

31. Entire Agreement, Integration, and Modification.

31.1 This Agreement represents the entire integrated agreement between Contractor and the City; supersedes all prior negotiations, representations, or agreements, either written or oral between the parties and may be amended only by a written Amendment signed by the Contractor and City Manager.

31.2 All Exhibits to this Agreement and this Agreement are intended to be construed as a single document.

32. <u>**Counterparts.**</u> This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

33. <u>Authority.</u> The individual(s) executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

EXHIBIT D

SPECIAL CONDITIONS PROFESSIONAL SERVICES

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EXHIBIT E

COMPENSATION SCHEDULE

The Contractor shall be compensated for the services identified in Exhibit A, Exhibit C, and Exhibit D to this Agreement as follows:

1. <u>Project Price</u>

1.1 The maximum the Contractor shall be paid on this Agreement is \$32,750 (hereafter the "not to exceed" amount). The "not to exceed" amount includes all payments to be made pursuant to this Agreement, including City approved reimbursable expenses, if any. Nothing in this Agreement requires the City to pay for work that does not meet the Standard of Performance identified in Exhibit D section 4 or other requirements of this Agreement.

1.2 <u>Standard Reimbursable Items</u>: Only the reimbursable items identified in Exhibit A, C, and D (Compensation), shall be compensated to the Contractor. Reimbursable expenses will be reimbursed without markup. Fees plus reimbursable expenses shall not exceed the amount set forth in section 1.1 of this Exhibit and a copy of the original invoice for the items listed in i, ii or iii below shall be attached to the invoice submitted to the City for reimbursement. Payments shall be based upon work documents submitted by the Contractor to the City and accepted by the City as being satisfactory to City's needs. The City shall not pay a markup on any of the items listed in i, ii or iii. Additionally, items such a telephone, fax, postage or freight are already included in the billable hourly rate. Contractor shall be reimbursed the direct expenses, which are the actual cost of the following items that are reasonable, necessary and actually incurred, by the Contractor in connection with the services:

- i. Expenses, fees or charges for printing, reproduction or binding of documents at actual costs with no markup added to the actual cost.
- ii. Any filing fees, permit fees, or other fees paid or advanced by the Contractor at actual costs with no markup added to the actual cost.
- iii. Travel expenses shall be reimbursed in accordance with the City's travel policy, which is incorporated herein by reference. Reimbursement shall be made at actual costs with no markup added to the actual cost.

1.3 The Contractor shall be entitled to receive payments for its work performed pursuant to the Agreement. The City will pay Contractor based on invoices for acceptable work performed and approved until the "not to exceed" amount is reached. Thereafter, Contractor must complete services based on the Agreement without additional compensation unless there is a material change to the Statement of Work and Scope by a written Amendment.

1.4 If work is completed before the "not to exceed" amount is reached, the Contractor's compensation will be based on the Contractor's invoices previously submitted for acceptable work performed and approved.

1.5 [Reserved]

2. <u>**Task Price**</u>. Below is the price for the services and reimbursable expenses as described in Exhibit A of this Agreement.

Task	Description	Task Price
1	Recruitment of the City Manager	\$32,750
	TOTAL PRICE	\$32,750

2.1 The all-inclusive fee for the recruitment of the City Manager is \$32,750. One-third of each fee is due as a retainer within 14 business upon commencing the recruitment process with the pre-recruitment meeting for each position. The remainder of each fee will be divided and billed in two separate, monthly invoices during the respective recruitment. Full payment of the professional fee is due three months from execution of the agreement or when a candidate has accepted an offer of employment, whichever comes first. The all-inclusive fee includes a combination of meetings, in accordance with the proposal, with the City. Requested additional meetings will be negotiated and billed accordingly. The fee for a subsequent recruitment or placement of the City Manager are described on page 7 of Attachment A.

3. <u>Hourly Rates.</u> The following is a list of hourly billable rates that Contractor shall apply for additional services requested of the Contractor. Contractor shall be compensated based on the hourly rates set forth below, on a time and material basis for those services that are within the general scope of services of this Agreement, but beyond the description of services required under Exhibit A, and all services are reasonably necessary to complete the standards of performance required by this Agreement. Any changes and related fees shall be mutually agreed upon between the parties by a written amendment to this Agreement.

Hourly	Billable	Rate	Schedule
Contraction of the local distance of the loc	The state of the second st	Contraction of the local distance of the loc	

Title	Role on Project	Hourly Billable Rates
N/A		\$

4. <u>Additional Fees.</u> Should an amendment to the Agreement be issued for additional services that require the following items, the unit prices are as follows:

Title	Unit Price
N/A	\$

5. <u>Invoice to Address.</u> Each invoice submitted shall identify the specific task(s) listed in Exhibit A and this Exhibit, and the completed work product/deliverable for the agreed upon price listed in this Exhibit. Invoices shall be submitted to the below address:

City of Stockton City Manager's Office Attention: City Manager 425 N. El Dorado Street 2nd Floor Stockton, CA 95202

EXHIBIT F

TIMELINE

1. Contractor shall complete the requested services identified in Exhibit A as follows:

1.1 TIMELINE FOR COMPLETION OF WORK

See attached proposal and scope of work:

- Attachment A: Recruitment for City Manager (Page 6)

EXHIBIT G

SPECIAL FUNDING TERMS AND CONDITIONS

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April 17, 2025

Mayor Christina Fugazi, Vice Mayor Lee, and Councilmembers Blower, Enriquez, Padilla, Ponce, and Vallapudua
City of Stockton
425 N. El Dorado Street
Stockton, CA 95202

Via PDF/Email To: <u>MayorFugazi@stocktonca.gov</u>

Dear Mayor Fugazi and Members of the City Council,

Thank you for considering Peckham & McKenney for the City of Stockton recruitment for City Manager. Peckham & McKenney would be honored to work with the City in this important search. We look forward to the opportunity to specifically *find* exceptionally skilled and experienced candidates that will work effectively with you, serve City residents and the community, and work successfully with the staff team.

Peckham & McKenney is a well-established and experienced, honest and communicative, hardworking, and service oriented firm. We are known for achieving successful and long-term placements. As a firm that only conducts recruitments for cities, counties and special districts – and primarily in California, some of our distinguishing attributes include:

- We <u>actively</u> and <u>personally</u> search for, find, and pursue candidates throughout California and the nation. We don't act as a supermarket and wait for (or expect) prospective applicants to simply find a position on our website, in an ad, or from social media. Through an extensive personal and corporate network, and with a keen understanding of what our client is looking for, we market your opportunity and use the telephone and LinkedIn along with text, email and social media to *find* candidates.
- We limit the number of concurrent searches in order to directly focus on serving our client.
- We prioritize a respectful, thorough, responsive, communicative, and complete process to represent our client in the best light, keep everyone informed, and make the recruitment process a positive experience. Furthermore, we communicate with applicants and treat them with respect.
- Your Recruiter is personally, solely, and directly responsible for all aspects of the search; your Recruiter is also your one point of contact. In other words, your Recruiter who knows about the City and the responsibilities of the vacant position handles all components of the recruitment (for example, preparing the Candidate Profile, conducting outreach, reviewing applicants, presenting applicants, facilitating interviews, and conducting reference checks).



ATTACHMENT A

The Peckham & McKenney team is comprised of retired municipal managers and directors who are passionate about the public sector. As a Recruiter with Peckham & McKenney and as owner of the firm, I am proud to work with our team because we value and prioritize assisting public agencies in furtherance of good government; placing quality above quantity; and building long lasting relationships with those in the public service.

For this important position and search, I wii serve as your Recruiter. As a retired City Manager, former City Manager and previously on the CalCities Executive Board representing City Managers throughout the State, I am very familiar with Stockton and the region, know the skills and knowledge needed for an applicant to be successful as a City Manager, and well-connected to find candidates.

Attached is an example of a Candidate Profile that illustrates the information we collect, detail and utilize as a foundation for attracting applicants. Also attached is our proposal for conducting the search that includes information about our firm, process, timeline, resources, references, experience and fee. We charge a fixed, all-inclusive fee. We are proposing \$32,750 that I'd be pleased to discuss. We would also be pleased to participate in an interview to meet you, present our proposal, and discuss our process and unique attributes as a search firm.

We are excited for the opportunity to implement the process leading to the successful placement of a candidate that "fits" the City's interests and we are ready to start immediately. Please feel free to call me at 310.567.1554 if there are any questions.

Sincerely,

Tony

Anton "Tony" Dahlerbruch Executive Recruiter <u>Tony@PeckhamAndMcKenney.com</u>

Enclosure: City of Stockton – City Manager Search Proposal Candidate Profile Example (City of Santa Barbara and City of Milpitas)



City of Stockton

RECRUITMENT PROPOSAL for

City Manager

April 17, 2025



Peckham & McKenney EXECUTIVE SEARCH

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

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Why Choose Us?

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

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



For more information, please visit our website at www.PeckhamAndMcKenney.com.



Our commitment to you

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

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

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

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

EXPERIENCE



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

- City Manager, City of Manteca, CA
- City Manager, City of Milpitas, CA
- City Manager, City of San Luis Obispo, CA
- City Administrator, City of Santa Barbara, CA
- City Manager, City of Santa Maria, CA
- City Manager, City of Sunnyvale, CA
- Assistant City Manager, City of Tracy, CA

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

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

Comfortable and Professional Experience

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

Straightforward, Friendly, and Humane Recruitment Process

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

Proactive and Responsive

Diana worked with the City to fill the Chief of Police position early in 2023. Diana is clearly well respected in the LEO community and has a vast network which led to a competitive pool of candidates for the City to select from. Diana was proactive from our very first meeting and always very responsive. The City team valued Diana's integrity, opinion and sense of humor. She was a pleasure to work with and I wouldn't hesitate to hire her for any executive recruitment critical to your organization. **Client**

You Made Me Feel So Comfortable

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

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

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

City of Santa Maria, CA - City Manager

Mayor Alice Patino and / or David Rowlands, City Manager (805) 925-0951 x 2188; <u>apatino@cityofsantamaria.org</u> or (805) 925.0951 x2200; <u>drowlands@cityofsantamaria.org</u>

City of San Luis Obispo, CA – City Manager

Mayor Erica Stewart, Members of the City Council and / or Whitney McDonald, City Manager (805) 540-1154; <u>estewart@slocity.org</u> or (805) 781-7114; wmcdonald@slocity.org

City of Santa Barbara, CA - City Administrator

Mayor Randy Rowse, Members of the City Council and / or Kelly McAdoo, City Administrator (805) 564-5322; <u>trowse@santabarbaraca.gov</u> or (805) 564-5305; <u>kmcadoo@santabarbaraca.gov</u>

City of Palo Alto

Nick Raisch, Assistant Human Resources Director (650) 329-2806; <u>Nicholas.raisch@paloalto.gov</u>

YOUR RECRUITMENT TEAM

Our Approach

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



The Executive Recruiter for you in this search is Tony Dahlerbruch.

Peckham 🗇 McKenney Team

<u>Tony Dahlerbruch, Executive Recruiter</u> <u>Managing Member (owner) of Peckham & McKenney Executive Search</u>

Tony worked in local government over 30 years before joining the Peckham & McKenney team. His experience spans most every city department in the Cities of Beverly Hills, California; Scottsdale and Phoenix, Arizona; and Rockville, Maryland, with ultimately serving a combined 12 years as City Manager in Rolling Hills and Palos Verdes Estates, California. Tony has represented the City Managers Department in CalCities as a two term Director on the Executive Board, President of City Managers Department, and member of numerous Policy Committees. He has also served as a Regional Vice



President on the Executive Board of the International City/County Management Association. Tony holds a Bachelor of Arts in Political Science from the University of California at Santa Barbara and a Master of Public Administration from The American University in Washington, D.C.

Tony is supported by the following team.

Joyce Johnson, Operations Manager

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

Tayler Bergstrom, Research Assistant

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

Linda Pucilowski, Graphic Designer

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

Rachel Moran, Website & Social Media Assistant

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



The Search Process and Schedule

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

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

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

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

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

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

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

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

Cost of Services

The proposed fee to conduct the search process for your next City Manager is \$32,750. This is an all-inclusive fee for the services to achieve success in your search as described below. Additional services can be provided and negotiated accordingly.

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

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

PROCESS OF PAYMENT

One-third of the all-inclusive fee is due as a retainer upon execution of the agreement. This retainer covers upfront and necessary expenses incurred by Peckham & McKenney on the City's behalf for the preparatory work and advertising. If the retainer is not received by Peckham & McKenney within 30 days of execution of the agreement, we will suspend the recruitment process until payment is received. The second onethird of the full payment will be invoiced 1 month from contract execution, and it is due within 30 days following the invoice date. The final one-third of the full payment will be invoiced 2 months from contract execution, and it is due within 30 days following the invoice date.

AGREEMENT

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

INSURANCE

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



GUARANTEE

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



DIVERSITY STATEMENT



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

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

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

OUR GUARANTEE:

- We will connect with the City in 6 months and 1 year after the appointment to check-in,
- We will conduct a second search within 6 months of our search process if a candidate is not placed, and
- If the placement vacates the position within 1 year from the date of accepting the offer, we agree to conduct a second search within 6 months of the vacancy as follows:

Because of how we conduct recruitments, it is unusual that we are unsuccessful in providing a placement, an individual is not placed, or the placement vacates the position within a year. In the unlikely event that a second search is necessary, the second search will be conducted within 6 months for the discounted fixed fee of \$28,000 (external candidates only, and except in the event of budgetary cutbacks, promotion, position elimination, or illness/death, etc.).

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

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





City Administrator City of Santa Barbara, California

The Community

Idyllically located on the central California coast, Santa Barbara (Spanish for "Saint Barbara") comprises a total of 21 square miles with a culturally diverse population of approximately 88,000 and enjoys a nearly perfect climate yearround. According to recent statistics, the Santa Barbara South Coast region (including Santa Barbara, Goleta, Montecito and Summerland) welcomes 7.2 million visitors annually, which equates to 28,000 daily visitors. Visitors and residents alike have an abundance of world-class shopping, dining, resort accommodations, outdoor activities and miles of beautiful pristine beaches and coastline to choose from. In addition, the region offers a variety of amenities that are highly attractive to those with an active lifestyle. Residents and visitors can enjoy jogging, bike riding, rollerblading, and/or a leisurely stroll along the numerous pathways, wharf and harbor. Kayaking, boating, sport fishing, or whale watching in the area's scenic harbor are other options in which outdoor enthusiasts can indulge.

Adding to the City's superb quality of life, the City of Santa Barbara is home to world renown attractions and destinations such as the Mission Santa Barbara, the Santa Barbara Zoo, Stearns Wharf,



Botanic Gardens, Shoreline Park, Earl Warren Showgrounds, and State Street. Catering to the City's contemporary side is also the City's unique "Funk Zone" that features boutique tasting rooms, cafes, and galleries. Santa Barbara and the immediate adjacent area additionally serve as home to several colleges and universities including the acclaimed research institution University of California, Santa Barbara; Westmont College; Antioch University; and Santa Barbara City College.

With its spectacular mountains, sparkling-blue ocean, incredible landscapes, mission style architecture, and year-round sunny weather, Santa Barbara is one of the most beautiful places to live and work and is often referred to as "the American Riviera." For more information about the City of Santa Barbara, please visit https://www. santabarbaraca.gov.



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THE ORGANIZATION

The City of Santa Barbara is a full-service **Charter** city managed under the Council-Manager form of government. The seven member City Council is elected by district except for the position of Mayor, who is elected at-large. Three (3) City Council positions will be on the 2024 ballot.

The City Council is responsible for the appointment of the City Administrator, City Attorney, City Clerk and City Treasurer. The City Administrator is responsible for the administration of all City operations. Under the City Administrator, City services are provided by 15 Departments: Airport, City Administrator, City Attorney, City Clerk, Community Development, Finance, Fire, Human Resources, Information Technology, Library, Parks and Recreation, Police, Public Works, Sustainability and Resilience, and Waterfront. The City operates with a combined all-Fund 2024 and 2025 fiscal year budget of \$635 million and \$645 million, respectively. Specifically, the budget is comprised of General Fund operating and capital budget expenditures of approximately \$221 million and \$88 million for FY 2024, and \$212 million and \$83 million for FY 2025, respectively. The staff team totals approximately 1,085 full-time equivalent employees.

Over the last several years, the City of Santa Barbara has experienced employee retirements that resulted in the addition of new personnel at all levels of the organization. As such, a significant number of professionals have joined the City's executive team within the last three years. This has positioned the City to embark on organizational development and culture change; service delivery enhancements, innovation and process improvements; and projects focused on economic development, revitalization of State Street, workforce and employee housing, and homelessness. One significant project progressing through the City is the repurposing

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and redevelopment of the commercial property on State Street known as Paseo

Nuevo. Another is the property known as La Cumbre Plaza. Key to both projects and citywide development is ensuring they occur in a manner consistent with the desired character of the community.



The Position

The City Administrator must be a collaborative, personable, team oriented, empowering, and accessible leader. The successful candidate must also possess strong leadership, management, financial, and project management skills for fostering communication and cooperation and for driving the City towards a prosperous future. The selected candidate should embody and present the qualities of confidence, humility, composure, and people-centricity while serving as a dependable and highly regarded resource for elected and appointed officials, as well as the general public. To fulfill these duties effectively, it is imperative that the City Administrator possesses prior experience within an organization of comparable complexity.

The City Administrator is expected to be a champion of the City and the staff team, solution and customer serviceoriented, innovative, and a change agent. As such, the City Administrator should be oriented to, and model, finding creative solutions to get to "yes". The new City Administrator should also be a consensusbuilder and welcome challenges as opportunities.

Furthermore, and with excellent judgment, communication expertise, emotional intelligence, political savvy, and interpersonal skills, the City Administrator must:

- Serve as a "north-star" for administration of the City, strategy and vision, and decision making.
- Value and have a track record of fiscal acumen and financial acuity.
- Be adept at leveraging assets to achieve initiatives.
- Embed themselves in the community to understand, relate and engage; connect with people from all cultural, ethnic, educational, social and economic backgrounds.
- Understand multiple perspectives for achieving goals and solutions.
- Instill and model high standards and accountability for leading a high-performing and highfunctioning team.
- Be technologically astute for the pursuit of innovation.
- Understand and perform consistently within the parameters of the City Charter.
- Embrace, embody, and champion diversity, equity, inclusion and accessibility so they are threaded into the fabric of all City operations and affairs.
- Create and maintain the City of Santa Barbara as an employer of choice inclusive of addressing compensation, succession planning, talent retention

and attraction, and work/life balance for representing the City as a role model to others.



- Be apolitical for facilitating policy development and implementing programs.
- Have the energy and intent to lead the organization for the long-term and fulfill the City's vision.
- Break and remove barriers for addressing local and regional issues.

Additional priorities for the successful candidate include enhancing revenue; furthering the vision and goals of environmental sustainability and resiliency; developing programs and opportunities in support of youth and open space; building partnerships with public, non-profit and private organizations of all sizes and constituents; and building a new Police Station.

To serve as City Administrator, applicants must have experience in the duties and responsibilities of serving as a City or County Manager, Administrator, or Deputy/Assistant in a full-service agency for at least five (5) years, or the equivalent, in a public sector position. The typical education for the position includes a Bachelor's degree in public administration, business administration, urban planning or a related field. The ability to speak Spanish, a Master's degree and/or participation in local government leadership programs are highly desirable. In recognition of disaster and emergency response, and consistent with the City Charter, it is further strongly desired that the successful candidate have residency in the City of Santa Barbara.

THE COMPENSATION

The successful candidate will be offered a competitive salary with an outstanding benefits package. The salary range is \$282,877 - \$342,281 annually. The starting salary for the selected candidate will reflect the candidate's work experience and track record of career success. The City of Santa Barbara offers an outstanding benefits package, including:

CAR ALLOWANCE: \$706/ month.

CELL PHONE ALLOWANCE: \$50 per month.

DEFERRED COMPENSATION (457) SAVINGS PLAN: Available.

EMPLOYEE ASSISTANCE PROGRAM (EAP): Available for employees and family members.

FLEXWORK/TELECOMMUTING: Available.

HEALTH INSURANCE (INCLUDING MEDICAL, DENTAL, AND VISION

BENEFITS): Available under the Cafeteria 125 Plan. The City contributes \$1,718 / month. The employee distributes this money toward the various cafeteria plan options.

HOLIDAYS: 12 holidays are observed / year.

MANAGEMENT LEAVE: 40 hours each July 1st (pro-rated the first year).

MEDICARE: Employee pays 1.45% of salary towards future Medicare benefits.

PERSONAL LEAVE: 32 hours provided each July 1st (pro-rated the first year).



SEARCH SCHEDULE

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



RETIREMENT: PERS Miscellaneous formula: "Classic" members: 2.7% @ 55; employee contributes 8% of salary. "New" members: 2% @ 62; employee contributes 6.75% of salary. The City does not participate in Social Security.

RELOCATION: The City will assist with a portion of the moving expenses up to \$15, 974 and housing equal to 12% of base salary for the first year of employment if the candidate needs to relocate to the Santa Barbara/ South Coast region. The City is also an employer-member of the Coastal Housing Partnership which offers regular employees with home loan assistance and rental reductions.

SICK LEAVE: Accrued at the rate of 96 hours / year.

VACATION: Accrued at 160 hours / year, increasing with City service.

The Recruitment Process

To apply for this key position and exciting career opportunity, please visit our website at:

ATTACHMENT B

Peckham & McKenney www.peckhamandmckenney.com

Resumes are acknowledged within two business days. Contact Anton "Tony" Dahlerbruch at 310.567.1554 or tollfree at 866.912.1919, if you have any questions regarding this position or the recruitment process.






City Manager City of Milpitas, California

The Community

Located at the southern tip of the San Francisco Bay, the City of Milpitas is a progressive 13.63 square mile community that is known as the "Crossroads to Silicon Valley". With a diverse residential population of approximately 80,000 that doubles with business activity and visitors during business hours, the City is recognized as one of the top cities for Science, Technology, Engineering and Mathematics (STEM) related jobs; approximately 28% of the jobs are in the STEM category "ranking the city fifth in the nation". As home to several of the world's major technology companies, the City is situated between two major freeways (I-880 and I-680), State Route 237, and a County expressway and is served by both light rail and BART.

Contributing to the City's attraction as a very special community to live and work are its retail, dining, and transit oriented development. The City of Milpitas is home to the famous Great Mall of the Bay Area adjacent to the Milpitas Transit Center, and the well-known Milpitas Square shopping center, and inclusive of diverse retail and services. In addition, with an **overall niche grade of "A"**, the City is

ATTACHMENT A

known for its numerous recreational opportunities including beautiful parks, trails and bike paths plus an excellent school system. The multitude of outstanding recreational opportunities includes aquatics, and cultural arts, sports leagues and activities, youth and senior programming and activities. Milpitas is home to an industrious and well-educated community with an average household income exceeding the County average. The homeownership rate is close to 65% and the housing market in Milpitas remains affordable relative to the majority of Santa Clara County.

The City Government

Incorporated in 1954, the City of Milpitas is a general-law city that operates under the Council-Manager form of government. Policy-making and legislative authority are vested in the City Council, which consists of five members elected at large on a nonpartisan basis. Milpitas is a fullservice city which includes Police, Fire, water & sewer utilities and a former Redevelopment Agency. With the priorities of Public Safety, Affordable Housing, Community Wellness and Open Space, Economic Development and Job Growth, Environment,



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Governance and Administration, and Transportation and Transit, the City is financially stable with a proposed FY 2023-24 General Fund budget of \$129.4 million, \$102.3 million Capital Improvement and Other Funds Budget, and 452 full time equivalent (FTE) positions. During this Coronavirus Pandemic, the City made swift sound financial decisions which enabled it to adopt a balanced budget, without use of reserves and/or Federal American Rescue Plan Act (ARPA) funds. The City has substantial reserves for Contingency, Budget Stabilization, Pension Section 115 Trust, Other Post Employment Benefit (OPEB), and various water and sewer reserves along with an unassigned Fund Balance of approximately \$60 million.

For more information regarding the City of Milpitas, please visit: www. ci.milpitas.ca.gov

THE POSITION

The City Manager is one of two positions appointed by the City Council (the other is the City Attorney). The position is responsible for implementing the goals and policies of the City Council, overseeing and implementation of the day-today operations and services of the City, and providing direction and supervision to all City personnel. As such, the City Manager is responsible for presenting and implementing the City's budget and providing thorough recommendations and guidance as well as complete, timely, and accurate information to the City Council; handling personnel issues; implementing efficient operations; instituting best practices; and maintaining a culture of responsiveness and up-to-date communications. Understanding that the City Manager must be concurrently and at all times responsive, supportive, and attentive to the City Council, community, and staff, the position requires an excellent

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listener, political savvy and emotionally intelligent individual, consensus builder and collaborator, and a caring, humanistic people-oriented person who understands their multi-faceted role mindful of not being a sixth member of the City Council. Moreover, for the prospering and progress of the organization, issues and crisis that arise, and disaster/emergency situations that



Jose Maria Alviso Adobe

face the community and organization, the position requires a professional leader who is experienced in making tough decisions and organization management.

The City Manager for the City of Milpitas must be an astute and apolitical team builder, partner, facilitator, and problem solver for working with elected officials, the staff team, community, stakeholders, organizations, and all others. Important knowledge and experience for serving in the position includes a background in finance/budget, public relations, communications, human relations, and project management.

The Ideal Candidate

The City of Milpitas seeks a communicative and ethical leader that is passionate about public service; a practitioner of the Council-Manager form of government; an experienced manager who will achieve the goals, objectives and mission of the City; a

professional that understands how to effectively work with the City Council, staff and community fairly, equally and impartially; and a responsive individual who cares, listens, and engages with the City Council, staff and community. Furthermore, the ideal candidate is a professional with a foundation and experience in delivering government services; providing policy guidance recommendations; balancing all aspects of the City Manager's roles and responsibilities; administering the implementation of best practices and efficiencies; and candid, honest, conversational, and transparent with all City Council members while concurrently responsive and respectful for implementing their policy direction. For example, it is important that the City Manager be conversant and engage with the City Council in strategic planning, developing alternatives and recommendations, and presenting analysis for effective decision making. Additionally, the ideal candidate will be engaged in City business and empower staff while knowledgeable of staff activities. Overall, the City Manager must be a trusted resource with integrity and be honest and truthful in all matters.

In preparation for this search to fill the position of City Manager, the City Council identified and prioritized the competencies of the ideal City Manager. In priority order, the City Council identified the following as the most significant attributes of the ideal applicant: ethical leader, fiscally prudent, team builder, strong in interpersonal skills and relationship building, and experience in economic development and finance/budget. Other attributes of the ideal applicant is an individual with a collaborative and participatory leadership style, negotiating skills, empathy and emotional intelligence, experience in human relations and labor



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relations, community oriented, and both innovative and adaptive. As such, the City is seeking a City Manager that is cost conscious, financial savvy, and fiscally prudent for steering, recommending and implementing policies, programs and practices in ways that are supportive of City Council and community goals. Key focus areas for the City Manager include creating and maintaining an organizational culture of service with both revenue generation and revenue preservation, revitalizing downtown, and improving the use of underutilized city facilities and properties. In addition, it is important that the City Manager maintain the City's positive partnership with the school district, work with partners to attract business, develop and implement plans for beautifying the City, and prioritize public safety.

Required for the position is a combination of knowledge, experience and education that would likely provide the knowledge and abilities to serve as City Manager. A typical way to obtain the knowledge and experience for serving as City Manager would be 4 to 7 years of work in city government, management and administration, including having senior level and supervisory responsibilities as a Department Head, Assistant City Manager and/or City Manager related to serving in a City Manager's Office, delivering public service and accomplishing projects, and/ or working with elected officials. A typical education is a Bachelor's degree in business administration, public administration, political science or a closely related field. A Master's degree from an accredited college or university is desired. Upon being hired, a valid Class C California Driver's License will be required.

THE COMPENSATION

The City Manager is an at-will position under an employment agreement. The current salary is \$334,367; placement is negotiable and dependent upon qualification and experience of the successful candidate. The City of Milpitas offers an attractive benefits package, including:

RETIREMENT: Membership in CalPERS 2% @ 60, or 2% @ 62, 6.25% 2019-2020 Employee Contribution, (PEPRA) with three-year average salary, 7% Employee Contribution, (Classic) with three-year average salary.

MEDICAL INSURANCE: City pays for coverage up to the Kaiser rate for single, dependent and/or family coverage.

DENTAL & VISION: City provides full family coverage for dental and vision at no cost to the employee.

LIFE INSURANCE: City provides \$50,000 term policy.

DEFERRED COMPENSATION: City contributes \$75 per month on the employee's behalf into a 401(a).

SEARCH SCHEDULE

Filing Deadline	August 18, 2023
Preliminary Interviews	August 21- September 1, 2023
Recommendation of Candidates	September 5, 2023
Finalists In-Person Panel Interviews	September 14 and 15, 2023

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

VACATION: Accrual tier will be based on total years of public service. Employees earn 16-36 days of vacation based on years of service. Unrepresented Employees may elect to cash out up to 80 hours of accrued vacation hours each calendar year. Employees must follow the IRS rules of Constructive Receipt.

Management Incentive Leave: 16+ days accrued per year.

HOLIDAYS: Employees receive 12 paid holidays and one (1) floating holiday per year.

SICK LEAVE: Employees earn 12 days annually.

CAR ALLOWANCE: \$550 per month.

TUITION REIMBURSEMENT:

Employees are eligible to receive up to \$3,000 per fiscal year in tuition reimbursement.

FITNESS PROGRAM: Employees are provided free access to City Sports and Fitness facility and programs.



ATTACHMENT B

Fire Department Training

The Recruitment Process

To apply for this exciting career opportunity, please visit our website:

Peckham & McKenney www.peckhamandmckenney.com

Please do not hesitate to contact Anton "Tony" Dahlerbruch at 310.567.1554 if you have any questions regarding this position or recruitment process.



Ailpitas July 4 Celebration



ATTACHMENT B



CLASS CODE	00005	SALARY	\$167.34 Hourly
			\$13,387.24 Biweekly
			\$348,068.16 Annually
REVISION DATE	November 23, 2004		

DEFINITION

Under policy direction of the City Council, plans, organizes, coordinates and administers through management staff, all City functions and activities; provides policy guidance and coordinates the activities of department heads; fosters cooperative working relationships with civic groups, intergovernmental agencies and City staff; performs related work as assigned.

CLASS CHARACTERISTICS

This class has overall responsibility for policy development, program planning, fiscal management, administration and operation of all City functions, programs and activities. The incumbent is responsible for accomplishing Council/City goals and objectives and for ensuring that the community is provided with desired and mandated services in an effective, cost efficient manner.

PRINCIPAL DUTIES (Illustrative Only)

- 1. Plans, organizes, coordinates, and directs through City officers, department heads, and support staff the work of the City; coordinates the work of City departments reporting directly to the City Council.
- 2. Develops and directs the implementation of goals, objectives, policies, procedures, and work standards for the City.
- 3. Works closely with the Mayor, City Council, boards and commissions, a variety of public and private organizations, and citizen groups in implementing programs and projects to solve identified problems.
- 4. Advises the City Council on issues and programs; prepares and recommends long-range plans for City services and programs and develops specific proposals for action on current and future City needs.
- 5. Makes final interpretations of City regulations and various ordinances, codes and applicable laws to ensure compliance.
- 6. Has responsibility for the preparation and administration of the annual budget for the City.

- 7. Represents the City in contacts with governmental agencies, community groups, and various business, professional and other organizations directly or through subordinate staff.
- 8. Coordinates the preparation of a wide variety of reports or presentations to the City Council or outside agencies.
- 9. Directs the selection, supervision, and the work evaluation of departmental personnel.
- 10. Monitors and directs Citywide employee relations staff development and grievance procedures; directs the development and implementation of management systems, procedures and the application of standards for program evaluation on a Citywide basis.

QUALIFICATIONS

Knowledge of:

- Administrative principles and methods, including goal setting, program and budget development and implementation and employee supervision;
- Principles, practices and program areas related to the management of municipal functions;
- Applicable legal guidelines and standards affecting City administration;
- Funding sources impacting program and service development;
- Social, political, and environmental issues influencing municipal program administration.

<u>Skill in</u>:

- Planning, organizing, administering, and coordinating a variety of large and complex municipal services and programs;
- Selecting, motivating, and evaluating staff and providing for their training and professional development;
- Developing and implementing goals, objectives, policies, procedures, work standards, and internal controls;
- Analyzing complex technical and administrative problems, evaluating alternative solutions and adopting effective courses of action;
- Preparing clear and concise reports, correspondence, and other written materials;
- Establishing and maintaining cooperative working relationships with the City Council, and a variety of citizens, public and private organizations, boards and commissions, and City staff;
- Exercising sound, independent judgment within general policy guidelines.

Other Requirements:

Must possess a valid California driver's license.

A typical way of gaining the knowledge and skills outlined above is:

Equivalent to graduation from a four-year college or university and substantial management and administrative experience in a large municipal government or similar public agency setting.

HISTORICAL NOTE

Established: 07/01/1923 Resolution: CC 6113 Exempted: 04/14/1941 Ordinance: 1606 Spec Amended: 03/21/1968 Resolution: CS 3827 Exempted: 11/12/1985 Resolution: CC85-0684 Exempted: 11/12/1985

Unit: Unrepresented/CM Employment Status: At-Will FLSA Status: Exempt CS Status: Unclassified

<u>Exhibit B:</u> <u>Insurance Requirements</u> (Consultants)

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

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

3. Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

4. Professional Liability (Errors and Omissions): Insurance appropriate to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the City of Stockton requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City of Stockton, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used). Additional insured Name of Organization shall read "City of Stockton, its officers, officials, employees, and volunteers." Policy shall cover City of Stockton, its officers, officials, employees, and volunteers for all locations work is done under this contract.

Primary Coverage

For any claims related to this contract, the **Contractor's insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects the City of Stockton, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Stockton, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This also applies to any Excess or Umbrella liability policies. The City of Stockton does not accept endorsements limiting the Contractor's insurance coverage to the sole negligence of the Named Insured.

Umbrella or Excess Policy

The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City of Stockton.

Waiver of Subrogation

Contractor hereby grants to City of Stockton a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City of Stockton by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Stockton has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City of Stockton. The City of Stockton may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim

administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City of Stockton.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Stockton.

Claims Made Policies (Professional & Pollution only)

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained, and evidence of insurance must be provided *for at least five (5) years after completion of the contract of work*.

3. If coverage is canceled or non-renewed, and not replaced *with another claims-made policy form with a Retroactive Date prior to* the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of *five (5)* years after completion of work.

Verification of Coverage

Contractor shall furnish the City of Stockton with original certificates and amendatory endorsements, or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the City of Stockton before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City of Stockton reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances

City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Certificate Holder Address

The address for mailing certificates, endorsements and notices shall be:

City of Stockton

Its Officers, Officials, Employees, and Volunteers 400 E Main St, 3rd Floor – HR Stockton, CA 95202

ATTACHMENT B



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Unit: Unrepresented/CM Employment Status: At-Will FLSA Status: Exempt CS Status: Unclassified



April 17, 2025

Mayor Christina Fugazi, Vice Mayor Lee, and Councilmembers Blower, Enriquez, Padilla, Ponce, and Vallapudua
City of Stockton
425 N. El Dorado Street
Stockton, CA 95202

Via PDF/Email To: MayorFugazi@stocktonca.gov

Dear Mayor Fugazi and Members of the City Council,

Thank you for considering Peckham & McKenney for the City of Stockton recruitment for City Manager. Peckham & McKenney would be honored to work with the City in this important search. We look forward to the opportunity to specifically *find* exceptionally skilled and experienced candidates that will work effectively with you, serve City residents and the community, and work successfully with the staff team.

Peckham & McKenney is a well-established and experienced, honest and communicative, hardworking, and service oriented firm. We are known for achieving successful and long-term placements. As a firm that only conducts recruitments for cities, counties and special districts – and primarily in California, some of our distinguishing attributes include:

- We <u>actively</u> and <u>personally</u> search for, find, and pursue candidates throughout California and the nation. We don't act as a supermarket and wait for (or expect) prospective applicants to simply find a position on our website, in an ad, or from social media. Through an extensive personal and corporate network, and with a keen understanding of what our client is looking for, we market your opportunity and use the telephone and LinkedIn along with text, email and social media to *find* candidates.
- We limit the number of concurrent searches in order to directly focus on serving our client.
- We prioritize a respectful, thorough, responsive, communicative, and complete process to represent our client in the best light, keep everyone informed, and make the recruitment process a positive experience. Furthermore, we communicate with applicants and treat them with respect.
- Your Recruiter is personally, solely, and directly responsible for all aspects of the search; your Recruiter is also your one point of contact. In other words, your Recruiter who knows about the City and the responsibilities of the vacant position handles all components of the recruitment (for example, preparing the Candidate Profile, conducting outreach, reviewing applicants, presenting applicants, facilitating interviews, and conducting reference checks).

Peckham & McKenney

ATTACHMENT A

The Peckham & McKenney team is comprised of retired municipal managers and directors who are passionate about the public sector. As a Recruiter with Peckham & McKenney and as owner of the firm, I am proud to work with our team because we value and prioritize assisting public agencies in furtherance of good government; placing quality above quantity; and building long lasting relationships with those in the public service.

For this important position and search, I wii serve as your Recruiter. As a retired City Manager, former City Manager and previously on the CalCities Executive Board representing City Managers throughout the State, I am very familiar with Stockton and the region, know the skills and knowledge needed for an applicant to be successful as a City Manager, and well-connected to find candidates.

Attached is an example of a Candidate Profile that illustrates the information we collect, detail and utilize as a foundation for attracting applicants. Also attached is our proposal for conducting the search that includes information about our firm, process, timeline, resources, references, experience and fee. We charge a fixed, all-inclusive fee. We are proposing \$32,750 that I'd be pleased to discuss. We would also be pleased to participate in an interview to meet you, present our proposal, and discuss our process and unique attributes as a search firm.

We are excited for the opportunity to implement the process leading to the successful placement of a candidate that "fits" the City's interests and we are ready to start immediately. Please feel free to call me at 310.567.1554 if there are any questions.

Sincerely,

long

Anton "Tony" Dahlerbruch Executive Recruiter Tony@PeckhamAndMcKenney.com

Enclosure:

City of Stockton – City Manager Search Proposal Candidate Profile Example (City of Santa Barbara and City of Milpitas)

Peckham & McKenney



City of Stockton

RECRUITMENT PROPOSAL for **City Manager**

April 17, 2025



Peckham & McKenney EXECUTIVE SEARCH

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

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Peckham & McKenney

ATTACHMENT A

ATTACHMENT B



WHY CHOOSE US?

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

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



For more information, please visit our website at www.PeckhamAndMcKenney.com.



Our commitment to you

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

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

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

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

1/ Peckham & McKenney

EXPERIENCE



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

- City Manager, City of Manteca, CA
- City Manager, City of Milpitas, CA
- City Manager, City of San Luis Obispo, CA
- City Administrator, City of Santa Barbara, CA
- City Manager, City of Santa Maria, CA
- City Manager, City of Sunnyvale, CA
- Assistant City Manager, City of Tracy, CA

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

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

Comfortable and Professional Experience

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

Straightforward, Friendly, and Humane Recruitment Process

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

2/Peckham & McKenney

Proactive and Responsive

Diana worked with the City to fill the Chief of Police position early in 2023. Diana is clearly well respected in the LEO community and has a vast network which led to a competitive pool of candidates for the City to select from. Diana was proactive from our very first meeting and always very responsive. The City team valued Diana's integrity, opinion and sense of humor. She was a pleasure to work with and I wouldn't hesitate to hire her for any executive recruitment critical to your organization. **Client**

You Made Me Feel So Comfortable

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

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

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

City of Santa Maria, CA - City Manager

Mayor Alice Patino and / or David Rowlands, City Manager (805) 925-0951 x 2188; <u>apatino@cityofsantamaria.org</u> or (805) 925.0951 x2200; <u>drowlands@cityofsantamaria.org</u>

City of San Luis Obispo, CA - City Manager

Mayor Erica Stewart, Members of the City Council and / or Whitney McDonald, City Manager (805) 540-1154; <u>estewart@slocity.org</u> or (805) 781-7114; wmcdonald@slocity.org

City of Santa Barbara, CA - City Administrator

Mayor Randy Rowse, Members of the City Council and / or Kelly McAdoo, City Administrator (805) 564-5322; <u>trowse@santabarbaraca.gov</u> or (805) 564-5305; <u>kmcadoo@santabarbaraca.gov</u>

City of Palo Alto

Nick Raisch, Assistant Human Resources Director (650) 329-2806; <u>Nicholas.raisch@paloalto.gov</u>

3/ Peckham & McKenney

YOUR RECRUITMENT TEAM

Our Approach

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



The Executive Recruiter for you in this search is Tony Dahlerbruch.

Peckham & McKenney Team

Tony Dahlerbruch, Executive Recruiter Managing Member (owner) of Peckham & McKenney Executive Search

Tony worked in local government over 30 years before joining the Peckham & McKenney team. His experience spans most every city department in the Cities of Beverly Hills, California; Scottsdale and Phoenix, Arizona; and Rockville, Maryland, with ultimately serving a combined 12 years as City Manager in Rolling Hills and Palos Verdes Estates, California. Tony has represented the City Managers Department in CalCities as a two term Director on the Executive Board, President of City Managers Department, and member of numerous Policy Committees. He has also served as a Regional Vice



President on the Executive Board of the International City/County Management Association. Tony holds a Bachelor of Arts in Political Science from the University of California at Santa Barbara and a Master of Public Administration from The American University in Washington, D.C.

Tony is supported by the following team.

Joyce Johnson, Operations Manager

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



Tayler Bergstrom, Research Assistant

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

Linda Pucilowski, Graphic Designer

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

Rachel Moran, Website & Social Media Assistant

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

5/ Peckham & McKenney



The Search Process and Schedule

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

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

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

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

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

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

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

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

6/Peckham & McKenney

Cost of Services

The proposed fee to conduct the search process for your next City Manager is \$32,750. This is an all-inclusive fee for the services to achieve success in your search as described below. Additional services can be provided and negotiated accordingly.

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

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

PROCESS OF PAYMENT

One-third of the all-inclusive fee is due as a retainer upon execution of the agreement. This retainer covers upfront and necessary expenses incurred by Peckham & McKenney on the City's behalf for the preparatory work and advertising. If the retainer is not received by Peckham & McKenney within 30 days of execution of the agreement, we will suspend the recruitment process until payment is received. The second onethird of the full payment will be invoiced 1 month from contract execution, and it is due within 30 days following the invoice date. The final one-third of the full payment will be invoiced 2 months from contract execution, and it is due within 30 days following the invoice date.

AGREEMENT

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

INSURANCE

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



7/ Peckham & McKenney

GUARANTEE

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



DIVERSITY STATEMENT



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

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

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

OUR GUARANTEE:

- We will connect with the City in 6 months and 1 year after the appointment to check-in,
- We will conduct a second search within 6 months of our search process if a candidate is not placed, and
- If the placement vacates the position within 1 year from the date of accepting the offer, we agree to conduct a second search within 6 months of the vacancy as follows:

Because of how we conduct recruitments, it is unusual that we are unsuccessful in providing a placement, an individual is not placed, or the placement vacates the position within a year. In the unlikely event that a second search is necessary, the second search will be conducted within 6 months for the discounted fixed fee of \$28,000 (external candidates only, and except in the event of budgetary cutbacks, promotion, position elimination, or illness/death, etc.).

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

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

8/Peckham & McKenney





City Administrator City of Santa Barbara, California

The Community

Idyllically located on the central California coast, Santa Barbara (Spanish for "Saint Barbara") comprises a total of 21 square miles with a culturally diverse population of approximately 88,000 and enjoys a nearly perfect climate yearround. According to recent statistics, the Santa Barbara South Coast region (including Santa Barbara, Goleta, Montecito and Summerland) welcomes 7.2 million visitors annually, which equates to 28,000 daily visitors. Visitors and residents alike have an abundance of world-class shopping, dining, resort accommodations, outdoor activities and miles of beautiful pristine beaches and coastline to choose from. In addition, the region offers a variety of amenities that are highly attractive to those with an active lifestyle. Residents and visitors can enjoy jogging, bike riding, rollerblading, and/or a leisurely stroll along the numerous pathways, wharf and harbor. Kayaking, boating, sport fishing, or whale watching in the area's scenic harbor are other options in which outdoor enthusiasts can indulge.

Adding to the City's superb quality of life, the City of Santa Barbara is home to world renown attractions and destinations such as the Mission Santa Barbara, the Santa Barbara Zoo, Stearns Wharf,



Botanic Gardens, Shoreline Park, Earl Warren Showgrounds, and State Street. Catering to the City's contemporary side is also the City's unique "Funk Zone" that features boutique tasting rooms, cafes, and galleries. Santa Barbara and the immediate adjacent area additionally serve as home to several colleges and universities including the acclaimed research institution University of California, Santa Barbara; Westmont College; Antioch University; and Santa Barbara City College.

With its spectacular mountains, sparkling-blue ocean, incredible landscapes, mission style architecture, and year-round sunny weather, Santa Barbara is one of the most beautiful places to live and work and is often referred to as "the American Riviera." For more information about the City of Santa Barbara, please visit https://www. santabarbaraca.gov.



ATTACHMENT B

THE ORGANIZATION

The City of Santa Barbara is a full-service Charter city managed under the Council-Manager form of government. The seven member City Council is elected by district except for the position of Mayor, who is elected at-large. Three (3) City Council positions will be on the 2024 ballot.

The City Council is responsible for the appointment of the City Administrator, City Attorney, City Clerk and City Treasurer. The City Administrator is responsible for the administration of all City operations. Under the City Administrator, City services are provided by 15 Departments: Airport, City Administrator, City Attorney, City Clerk, Community Development, Finance, Fire, Human Resources, Information Technology, Library, Parks and Recreation, Police, Public Works, Sustainability and Resilience, and Waterfront. The City operates with a combined all-Fund 2024 and 2025 fiscal year budget of \$635 million and \$645 million, respectively. Specifically, the budget is comprised of General Fund operating and capital budget expenditures of approximately \$221 million and \$88 million for FY 2024, and \$212 million and \$83 million for FY 2025, respectively. The staff team totals approximately 1,085 full-time equivalent employees.

Over the last several years, the City of Santa Barbara has experienced employee retirements that resulted in the addition of new personnel at all levels of the organization. As such, a significant number of professionals have joined the City's executive team within the last three years. This has positioned the City to embark on organizational development and culture change; service delivery enhancements, innovation and process improvements; and projects focused on economic development, revitalization of State Street, workforce and employee housing, and homelessness. One significant project progressing through the City is the repurposing

ATTACHMENT A

ATTACHMENT B

and redevelopment of the commercial property on State Street known as Paseo

Nuevo. Another is the property known as La Cumbre Plaza. Key to both projects and citywide development is ensuring they occur in a manner consistent with the desired character of the community.



The Position

The City Administrator must be a collaborative, personable, team oriented, empowering, and accessible leader. The successful candidate must also possess strong leadership, management, financial, and project management skills for fostering communication and cooperation and for driving the City towards a prosperous future. The selected candidate should embody and present the qualities of confidence, humility, composure, and people-centricity while serving as a dependable and highly regarded resource for elected and appointed officials, as well as the general public. To fulfill these duties effectively, it is imperative that the City Administrator possesses prior experience within an organization of comparable complexity.

The City Administrator is expected to be a champion of the City and the staff team, solution and customer serviceoriented, innovative, and a change agent. As such, the City Administrator should be oriented to, and model, finding creative solutions to get to "yes". The new City Administrator should also be a consensusbuilder and welcome challenges as opportunities.

Furthermore, and with excellent judgment, communication expertise, emotional intelligence, political savvy, and interpersonal skills, the City Administrator must:

- Serve as a "north-star" for administration of the City, strategy and vision, and decision making.
- Value and have a track record of fiscal acumen and financial acuity.
- Be adept at leveraging assets to achieve initiatives.
- Embed themselves in the community to understand, relate and engage; connect with people from all cultural, ethnic, educational, social and economic backgrounds.
- Understand multiple perspectives for achieving goals and solutions.
- Instill and model high standards and accountability for leading a high-performing and highfunctioning team.
- Be technologically astute for the pursuit of innovation.
- Understand and perform consistently within the parameters of the City Charter.
- Embrace, embody, and champion diversity, equity, inclusion and accessibility so they are threaded into the fabric of all City operations and affairs.
- Create and maintain the City of Santa Barbara as an employer of choice inclusive of addressing compensation, succession planning, talent retention

and attraction, and work/life balance for representing the City as a role model to others.



- Be apolitical for facilitating policy development and implementing programs.
- Have the energy and intent to lead the organization for the long-term and fulfill the City's vision.
- Break and remove barriers for addressing local and regional issues.

Additional priorities for the successful candidate include enhancing revenue; furthering the vision and goals of environmental sustainability and resiliency; developing programs and opportunities in support of youth and open space; building partnerships with public, non-profit and private organizations of all sizes and constituents; and building a new Police Station.

To serve as City Administrator, applicants must have experience in the duties and responsibilities of serving as a City or County Manager, Administrator, or Deputy/Assistant in a full-service agency for at least five (5) years, or the equivalent, in a public sector position. The typical education for the position includes a Bachelor's degree in public administration, business administration, urban planning or a related field. The ability to speak Spanish, a Master's degree and/or participation in local government leadership programs are highly desirable. In recognition of disaster and emergency response, and consistent with the City Charter, it is further strongly desired that the successful candidate have residency in the City of Santa Barbara.

THE COMPENSATION

The successful candidate will be offered a competitive salary with an outstanding benefits package. The salary range is \$282,877 - \$342,281 annually. The starting salary for the selected candidate will reflect the candidate's work experience and track record of career success. The City of Santa Barbara offers an outstanding benefits package, including:

CAR ALLOWANCE: \$706/ month.

Cell Phone Allowance: \$50 per month.

Deferred Compensation (457) Savings Plan: Available.

EMPLOYEE ASSISTANCE PROGRAM (EAP): Available for employees and family members.

FLEXWORK/TELECOMMUTING: Available.

Health Insurance (including medical, dental, and vision

BENEFITS): Available under the Cafeteria 125 Plan. The City contributes \$1,718 / month. The employee distributes this money toward the various cafeteria plan options.

HOLIDAYS: 12 holidays are observed / year.

MANAGEMENT LEAVE: 40 hours each July 1st (pro-rated the first year).

MEDICARE: Employee pays 1.45% of salary towards future Medicare benefits.

PERSONAL LEAVE: 32 hours provided each July 1st (pro-rated the first year).



SEARCH SCHEDULE

Filing Deadline:December 1, 2023Preliminary Interviews:December 4 – 15, 2023Recommendation
of Candidates:December 18, 2023 – January 10, 2024In-person interviews:January 16 and January 17, 2024

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



RETIREMENT: PERS Miscellaneous formula: "Classic" members: 2.7% @ 55; employee contributes 8% of salary. "New" members: 2% @ 62; employee contributes 6.75% of salary. The City does not participate in Social Security.

RELOCATION: The City will assist with a portion of the moving expenses up to \$15, 974 and housing equal to 12% of base salary for the first year of employment if the candidate needs to relocate to the Santa Barbara/ South Coast region. The City is also an employer-member of the Coastal Housing Partnership which offers regular employees with home loan assistance and rental reductions.

SICK LEAVE: Accrued at the rate of 96 hours / year.

VACATION: Accrued at 160 hours / year, increasing with City service.

The Recruitment Process

To apply for this key position and exciting career opportunity, please visit our website at:

Peckham & McKenney www.peckhamandmckenney.com

Resumes are acknowledged within two business days. Contact Anton "Tony" Dahlerbruch at 310.567.1554 or tollfree at 866.912.1919, if you have any questions regarding this position or the recruitment process.



ATTACHMENT B





City Manager City of Milpitas, California

The Community

Located at the southern tip of the San Francisco Bay, the City of Milpitas is a progressive 13.63 square mile community that is known as the "Crossroads to Silicon Valley". With a diverse residential population of approximately 80,000 that doubles with business activity and visitors during business hours, the City is recognized as one of the top cities for Science, Technology, Engineering and Mathematics (STEM) related jobs; approximately 28% of the jobs are in the STEM category "ranking the city fifth in the nation". As home to several of the world's major technology companies, the City is situated between two major freeways (I-880 and I-680), State Route 237, and a County expressway and is served by both light rail and BART.

Contributing to the City's attraction as a very special community to live and work are its retail, dining, and transit oriented development. The City of Milpitas is home to the famous Great Mall of the Bay Area adjacent to the Milpitas Transit Center, and the well-known Milpitas Square shopping center, and inclusive of diverse retail and services. In addition, with an **overall niche grade of "A"**, the City is

ATTACHMENT A

known for its numerous recreational opportunities including beautiful parks, trails and bike paths plus an excellent school system. The multitude of outstanding recreational opportunities includes aquatics, and cultural arts, sports leagues and activities, youth and senior programming and activities. Milpitas is home to an industrious and well-educated community with an average household income exceeding the County average. The homeownership rate is close to 65% and the housing market in Milpitas remains affordable relative to the majority of Santa Clara County.

The City Government

Incorporated in 1954, the City of Milpitas is a general-law city that operates under the Council-Manager form of government. Policy-making and legislative authority are vested in the City Council, which consists of five members elected at large on a nonpartisan basis. Milpitas is a fullservice city which includes Police, Fire, water & sewer utilities and a former Redevelopment Agency. With the priorities of Public Safety, Affordable Housing, Community Wellness and Open Space, Economic Development and Job Growth, Environment,



ATTACHMENT B

Governance and Administration, and Transportation and Transit, the City is financially stable with a proposed FY 2023-24 General Fund budget of \$129.4 million, \$102.3 million Capital Improvement and Other Funds Budget, and 452 full time equivalent (FTE) positions. During this Coronavirus Pandemic, the City made swift sound financial decisions which enabled it to adopt a balanced budget, without use of reserves and/or Federal American Rescue Plan Act (ARPA) funds. The City has substantial reserves for Contingency, Budget Stabilization, Pension Section 115 Trust, Other Post Employment Benefit (OPEB), and various water and sewer reserves along with an unassigned Fund Balance of approximately \$60 million.

For more information regarding the City of Milpitas, please visit: www. ci.milpitas.ca.gov

THE POSITION

The City Manager is one of two positions appointed by the City Council (the other is the City Attorney). The position is responsible for implementing the goals and policies of the City Council, overseeing and implementation of the day-today operations and services of the City, and providing direction and supervision to all City personnel. As such, the City Manager is responsible for presenting and implementing the City's budget and providing thorough recommendations and guidance as well as complete, timely, and accurate information to the City Council; handling personnel issues; implementing efficient operations; instituting best practices; and maintaining a culture of responsiveness and up-to-date communications. Understanding that the City Manager must be concurrently and at all times responsive, supportive, and attentive to the City Council, community, and staff, the position requires an excellent

ATTACHMENT A

ATTACHMENT B

listener, political savvy and emotionally intelligent individual, consensus builder and collaborator, and a caring, humanistic people-oriented person who understands their multi-faceted role mindful of not being a sixth member of the City Council. Moreover, for the prospering and progress of the organization, issues and crisis that arise, and disaster/emergency situations that



Jose Maria Alviso Adobe

face the community and organization, the position requires a professional leader who is experienced in making tough decisions and organization management.

The City Manager for the City of Milpitas must be an astute and apolitical team builder, partner, facilitator, and problem solver for working with elected officials, the staff team, community, stakeholders, organizations, and all others. Important knowledge and experience for serving in the position includes a background in finance/budget, public relations, communications, human relations, and project management.

The Ideal Candidate

The City of Milpitas seeks a communicative and ethical leader that is passionate about public service; a practitioner of the Council-Manager form of government; an experienced manager who will achieve the goals, objectives and mission of the City; a

professional that understands how to effectively work with the City Council, staff and community fairly, equally and impartially; and a responsive individual who cares, listens, and engages with the City Council, staff and community. Furthermore, the ideal candidate is a professional with a foundation and experience in delivering government services; providing policy guidance recommendations; balancing all aspects of the City Manager's roles and responsibilities; administering the implementation of best practices and efficiencies; and candid, honest, conversational, and transparent with all City Council members while concurrently responsive and respectful for implementing their policy direction. For example, it is important that the City Manager be conversant and engage with the City Council in strategic planning, developing alternatives and recommendations, and presenting analysis for effective decision making. Additionally, the ideal candidate will be engaged in City business and empower staff while knowledgeable of staff activities. Overall, the City Manager must be a trusted resource with integrity and be honest and truthful in all matters.

In preparation for this search to fill the position of City Manager, the City Council identified and prioritized the competencies of the ideal City Manager. In priority order, the City Council identified the following as the most significant attributes of the ideal applicant: ethical leader, fiscally prudent, team builder, strong in interpersonal skills and relationship building, and experience in economic development and finance/budget. Other attributes of the ideal applicant is an individual with a collaborative and participatory leadership style, negotiating skills, empathy and emotional intelligence, experience in human relations and labor



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relations, community oriented, and both innovative and adaptive. As such, the City is seeking a City Manager that is cost conscious, financial savvy, and fiscally prudent for steering, recommending and implementing policies, programs and practices in ways that are supportive of City Council and community goals. Key focus areas for the City Manager include creating and maintaining an organizational culture of service with both revenue generation and revenue preservation, revitalizing downtown, and improving the use of underutilized city facilities and properties. In addition, it is important that the City Manager maintain the City's positive partnership with the school district, work with partners to attract business, develop and implement plans for beautifying the City, and prioritize public safety.

Required for the position is a combination of knowledge, experience and education that would likely provide the knowledge and abilities to serve as City Manager. A typical way to obtain the knowledge and experience for serving as City Manager would be 4 to 7 years of work in city government, management and administration, including having senior level and supervisory responsibilities as a Department Head, Assistant City Manager and/or City Manager related to serving in a City Manager's Office, delivering public service and accomplishing projects, and/ or working with elected officials. A typical education is a Bachelor's degree in business administration, public administration, political science or a closely related field. A Master's degree from an accredited college or university is desired. Upon being hired, a valid Class C California Driver's License will be required.

THE COMPENSATION

The City Manager is an at-will position under an employment agreement. The current salary is \$334,367; placement is negotiable and dependent upon qualification and experience of the successful candidate. The City of Milpitas offers an attractive benefits package, including:

RETIREMENT: Membership in CalPERS 2% @ 60, or 2% @ 62, 6.25% 2019-2020 Employee Contribution, (PEPRA) with three-year average salary, 7% Employee Contribution, (Classic) with three-year average salary.

MEDICAL INSURANCE: City pays for coverage up to the Kaiser rate for single, dependent and/or family coverage.

DENTAL & VISION: City provides full family coverage for dental and vision at no cost to the employee.

LIFE INSURANCE: City provides \$50,000 term policy.

DEFERRED COMPENSATION: City contributes \$75 per month on the employee's behalf into a 401(a).

SEARCH SCHEDULE

Filing Deadline	August 18, 2023
Preliminary Interviews	August 21- September 1, 2023
Recommendation of Candidates	September 5, 2023
Finalists In-Person Panel Interviews	September 14 and 15, 2023

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

VACATION: Accrual tier will be based on total years of public service. Employees earn 16-36 days of vacation based on years of service. Unrepresented Employees may elect to cash out up to 80 hours of accrued vacation hours each calendar year. Employees must follow the IRS rules of Constructive Receipt.

MANAGEMENT INCENTIVE LEAVE: 16+ days accrued per year.

HOLIDAYS: Employees receive 12 paid holidays and one (1) floating holiday per year.

SICK LEAVE: Employees earn 12 days annually.

CAR ALLOWANCE: \$550 per month.

TUITION REIMBURSEMENT:

Employees are eligible to receive up to \$3,000 per fiscal year in tuition reimbursement.

FITNESS PROGRAM: Employees are provided free access to City Sports and Fitness facility and programs.



ATTACHMENT B

Fire Department Training

The Recruitment Process

To apply for this exciting career opportunity, please visit our website:

Peckham & McKenney www.peckhamandmckenney.com

Please do not hesitate to contact Anton "Tony" Dahlerbruch at 310.567.1554 if you have any questions regarding this position or recruitment process.



Milpitas July 4 Celebration



POLICY NUMBER: 72SBMBC5772

ATTACHMENT B COMMERCIAL GENERAL LIABILITY ISSUE DATE: 5 - 19 - 25

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED-DESIGNATED PERSON OR ORGANIZATION

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

SCHEDULE

Name of person or organization:

CITY OF STOCKTON

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

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THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.												
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PRO	PRODUCER CONTACT Milana Medvedeva											
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		Stockton			CA 95202			X	intry Baseh			

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ACORD	

CERTIFICATE OF LIABILITY INSURANCE

ATTACHMENT B

DATE (MM/DD/YY)	/Y)
5/25/2025	

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THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.										
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.										
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this certificate does not confer rights to				endor	sement(s).					
PRODUCER				CONTA NAME:						
B & B Premier Insurance Solutions				PHONE (A/C, No	o, Ext); (818) 22		FAX (A/C, No):	(818) 2	223-8181	
5008 Chesebro Road Suite 200				E-MAIL ADDRE	ss: milanam@	bbpremlerins.	com			
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Agoura Hills			CA 91301	INSURER A: Hartford Insurance Company 38288						
INSURED				INSURER B : Employers Insurance Group						
Peckham & McKenney				INSURER C: Westchester Surplus Lines Ins Co						
300 Harding Boulevard, Suite 2	03D			INSURE	RD:					
l			.	INSURE	RE:	····				
Roseville			CA 95678	INSURE	RF:			113300000000000000000000000000000000000		
An example of the second se	-	121	NUMBER: CL215192901			and the second	REVISION NUMBER:		Na and a state of the state of	
THIS IS TO CERTIFY THAT THE POLICIES OF INDICATED. NOTWITHSTANDING ANY REQUI CERTIFICATE MAY BE ISSUED OR MAY PERT EXCLUSIONS AND CONDITIONS OF SUCH PO	REME AIN, TH DLICIE	NT, TE HE INS S. LIM	ERM OR CONDITION OF ANY SURANCE AFFORDED BY THE	CONTR/ E POLIC	ACT OR OTHER IES DESCRIBEI CED BY PAID CL	DOCUMENT V DHEREIN IS S AIMS.	WITH RESPECT TO WHICH T	HIS		
LTR TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	8		
COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE	φ	0,000	
CLAIMS-MADE 🗙 OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	φ.	0,000	
							MED EXP (Any one person)	\$ 10,C		
A			72SBMBC5772		07/01/2024	07/01/2025	PERSONAL & ADV INJURY	ψ	0,000	
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	Ψ	0,000	
POLICY PRO- JECT LOC							PRODUCTS - COMP/OP AGG	\$ 4,00		
OTHER:	<u> </u>						Hired and Non-Owned	\$ 2,00		
							COMBINED SINGLE LIMIT (Ea accident)	\$ 2,00	00,000	
					am/s		BODILY INJURY (Per person)	\$		
A OWNED SCHEDULED AUTOS ONLY			72SBMBC5772		07/01/2024	07/01/2025	BODILY INJURY (Per accident)			
HIRED AUTOS ONLY NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$		
	 							\$	A.M	
UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$		
EXCESS LIAB CLAIMS-MADE	4						AGGREGATE	\$		
DED RETENTION \$	 							\$		
AND EMPLOYERS' LIABILITY Y / N							PER OTH- STATUTE ER	s 1,00	0.000	
B ANY PROPRIETOR/PARTNER/EXECUTIVE Y	N/A		EIG4769229		05/15/2025	05/15/2026	E.L. EACH ACCIDENT	4.00		
(Mandatory In NH)									0,000	
DESCRIPTION OF OPERATIONS below	 						E.L. DISEASE - POLICY LIMIT	\$ 1,00 1,00		
C Professional Liability			WCA4478510		05/15/2025	05/15/2026	Each Claim		00,000	
					00,10/2020	JUI 14/2020	Aggregate)00,000	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICL	ES /AC		01 Additional Romarka Schodula	mayba	ttached If more a	nana je rogujrodi		ψι,		
Certificate Holder is named as an additional ins	•	JURU 1	ion, Auunonai remarks Schedule,	may be a	allaoneu îl Morê S	hane is redriked)				
Continuate notice is named as an auditofial Ins	aigu									
		koven er		0.4.11	CILATION					
CERTIFICATE HOLDER				CANC	ELLATION					
				SHC	ULD ANY OF T	HE ABOVE DE	SCRIBED POLICIES BE CAN	ICELLE	D BEFORE	
				THE	EXPIRATION D	DATE THEREO	F, NOTICE WILL BE DELIVER			
City of Stockton					ORDANCE WI	IN THE POLIC	Y PROVISIONS.			
425 N. El Dorado Street				AUTHO	RIZED REPRESE	NTATIVE				
Stockton			CA 95202			(Ye	intry Bruch			
							ACORD CORPORATION.	All rid	this received	
						S 1000-2013	ASOUR COULOWALLOW	- san nê	juto i coci veti.	

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

ATTACHMENT B

POLICY NUMBER: 72SBMBC5772

COMMERCIAL GENERAL LIABILITY ISSUE DATE: 5 - 19 - 25

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED-DESIGNATED PERSON OR ORGANIZATION

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

SCHEDULE

Name of person or organization:

CITY OF STOCKTON, its officers, officials, employees and volunteers

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

POLICY NUMBER: 72SBMBC5772

ATTACHMENT B COMMERCIAL GENERAL LIABILITY ISSUE DATE: 5 - 19 - 25

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED-DESIGNATED PERSON OR ORGANIZATION

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

SCHEDULE

Name of person or organization:

CITY OF STOCKTON

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

PI-SE-007 (11/11)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED PRIMARY AND NON-CONTRIBUTORY INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Effective Date: 6/2/2025

- __ . __ __. ...

Name of Person or Organization (Additional Insured): CITY OF STOCKTON

SECTION II – WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the endorsement Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" arising out of or relating to your negligence in the performance of "your work" for such person(s) or organization(s) that occurs on or after the effective date shown in the endorsement Schedule.

This insurance is primary to and non-contributory with any other insurance maintained by the person or organization (Additional Insured), except for loss resulting from the sole negligence of that person or organization.

This condition applies even if other valid and collectible insurance is available to the Additional Insured for a loss or "occurrence" we cover for this Additional Insured.

The Additional Insured's limits of insurance do not increase our limits of insurance, as described in **SECTION III – LIMITS OF INSURANCE.**

All other terms, conditions, and exclusions under the policy are applicable to this endorsement and remain unchanged.

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