

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into on October 20, 2021 by and between TOWN OF LOS GATOS, a California municipal corporation, ("Town") and Teri Black & Company, LLC ("Consultant"), whose address is 25500 Hawthorne Blvd., Suite 1158, Torrance, CA 90505. This Agreement is made with reference to the following facts.

I. RECITALS

- 1.1 The Town desires to engage Consultant to provide executive recruitment services for the position of two director-level recruitments.
- 1.2 The Consultant represents and affirms that it is willing to perform the desired work pursuant to this Agreement.
- 1.3 Consultant warrants it possesses the distinct professional skills, qualifications, experience, and resources necessary to timely perform the services described in this Agreement. Consultant acknowledges Town has relied upon these warranties to retain Consultant.

II. AGREEMENTS

- 2.1 Scope of Services. Consultant shall provide services as described in that certain proposal sent to the Town on September 15, 2021, which is hereby incorporated by reference and attached as Exhibit A.
- 2.2 Term and Time of Performance. This contract will remain in effect from October 20, 2021 to October 31, 2023. Consultant shall perform the services described in the proposal labeled Exhibit A.
- 2.3 Compliance with Laws. The Consultant shall comply with all applicable laws, codes, ordinances, and regulations of governing federal, state and local laws. Consultant represents and warrants to Town that it has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Consultant to practice its profession. Consultant shall maintain a Town of Los Gatos business license pursuant to Chapter 14 of the Code of the Town of Los Gatos.
- 2.4 Sole Responsibility. Consultant shall be responsible for employing or engaging all persons necessary to perform the services under this Agreement.
- 2.5 Information/Report Handling. All documents furnished to Consultant by the Town and all reports and supportive data prepared by the Consultant under this Agreement are the Town's property and shall be delivered to the Town upon the completion of Consultant's services or at the Town's written request. All reports, information, data, and exhibits prepared or assembled by Consultant in connection with the performance of its services

pursuant to this Agreement are confidential until released by the Town to the public, and the Consultant shall not make any of these documents or information available to any individual or organization not employed by the Consultant or the Town without the written consent of the Town before such release. The Town acknowledges that the reports to be prepared by the Consultant pursuant to this Agreement are for the purpose of evaluating a defined project, and Town's use of the information contained in the reports prepared by the Consultant in connection with other projects shall be solely at Town's risk, unless Consultant expressly consents to such use in writing. Town further agrees that it will not appropriate any methodology or technique of Consultant which is and has been confirmed in writing by Consultant to be a trade secret of Consultant.

2.6 **Compensation.** Compensation for Consultant's professional services shall not exceed \$54,000, inclusive of all costs. The fee for each of the executive recruitment searches is \$18,500, plus an additional \$8,500 is allocated for reimbursable expenses. Payment shall be based upon Town approval of each task.

2.7 **Billing.** Billing shall be monthly by invoice within thirty (30) days of the rendering of the service and shall be accompanied by a detailed explanation of the work performed by whom at what rate and on what date. Also, plans, specifications, documents or other pertinent materials shall be submitted for Town review, even if only in partial or draft form.

Payment shall be net thirty (30) days. All invoices and statements to the Town shall be emailed to HR@losgatosca.gov.

2.8 **Availability of Records.** Consultant shall maintain the records supporting this billing for not less than three years following completion of the work under this Agreement. Consultant shall make these records available to authorized personnel of the Town at the Consultant's offices during business hours upon written request of the Town.

2.9 **Assignability and Subcontracting.** The services to be performed under this Agreement are unique and personal to the Consultant. No portion of these services shall be assigned or subcontracted without the written consent of the Town.

2.10 **Independent Contractor.** It is understood that the Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and not an agent or employee of the Town. As an independent contractor he/she shall not obtain any rights to retirement benefits or other benefits which accrue to Town employee(s). With prior written consent, the Consultant may perform some obligations under this Agreement by subcontracting, but may not delegate ultimate responsibility for performance or assign or transfer interests under this Agreement. Consultant agrees to testify in any litigation brought regarding the subject of the work to be performed under this Agreement. Consultant shall be compensated for its costs and expenses in preparing for, traveling to, and testifying in such matters at its then current hourly rates of

compensation, unless such litigation is brought by Consultant or is based on allegations of Consultant's negligent performance or wrongdoing.

- 2.11 **Conflict of Interest.** Consultant understands that its professional responsibilities are solely to the Town. The Consultant has and shall not obtain any holding or interest within the Town of Los Gatos. Consultant has no business holdings or agreements with any individual member of the Staff or management of the Town or its representatives nor shall it enter into any such holdings or agreements. In addition, Consultant warrants that it does not presently and shall not acquire any direct or indirect interest adverse to those of the Town in the subject of this Agreement, and it shall immediately disassociate itself from such an interest, should it discover it has done so and shall, at the Town's sole discretion, divest itself of such interest. Consultant shall not knowingly and shall take reasonable steps to ensure that it does not employ a person having such an interest in this performance of this Agreement. If after employment of a person, Consultant discovers it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement, Consultant shall promptly notify Town of this employment relationship, and shall, at the Town's sole discretion, sever any such employment relationship.
- 2.12 **Equal Employment Opportunity.** Consultant warrants that it is an equal opportunity employer and shall comply with applicable regulations governing equal employment opportunity. Neither Consultant nor its subcontractors do and neither shall discriminate against persons employed or seeking employment with them on the basis of age, sex, color, race, marital status, sexual orientation, ancestry, physical or mental disability, national origin, religion, or medical condition, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment & Housing Act.

III. INSURANCE AND INDEMNIFICATION

- 3.1 **Minimum Scope of Insurance:**
- i. Consultant agrees to have and maintain, for the duration of the contract, General Liability insurance policies insuring him/her and his/her firm to an amount not less than: one million dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage.
 - ii. Consultant agrees to have and maintain for the duration of the contract, an Automobile Liability insurance policy ensuring him/her and his/her staff to an amount not less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.
 - iii. Consultant shall provide to the Town all certificates of insurance, with original endorsements effecting coverage. Consultant agrees that all certificates and endorsements are to be received and approved by the Town before work commences.

- iv. Consultant agrees to have and maintain, for the duration of the contract, professional liability insurance in amounts not less than \$1,000,000 which is sufficient to insure Consultant for professional errors or omissions in the performance of the particular scope of work under this agreement.

General Liability:

- i. The Town, its officers, officials, employees and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of Consultant, premises owned or used by the Consultant. This requirement does not apply to the professional liability insurance required for professional errors and omissions.
 - ii. The Consultant's insurance coverage shall be primary insurance as respects the Town, its officers, officials, employees and volunteers. Any insurance or self-insurances maintained by the Town, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
 - iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town, its officers, officials, employees or volunteers.
 - iv. The Consultant's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 3.2 All Coverages. Each insurance policy required in this item shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Town. Current certification of such insurance shall be kept on file at all times during the term of this agreement with the Town Clerk.
- 3.3 Workers' Compensation. In addition to these policies, Consultant shall have and maintain Workers' Compensation insurance as required by California law and shall provide evidence of such policy to the Town before beginning services under this Agreement. Further, Consultant shall ensure that all subcontractors employed by Consultant provide the required Workers' Compensation insurance for their respective employees.
- 3.4 Indemnification. The Consultant shall save, keep, hold harmless and indemnify and defend the Town its officers, agent, employees and volunteers from all damages, liabilities, penalties, costs, or expenses in law or equity that may at any time arise or be set up

because of damages to property or personal injury received by reason of, or in the course of performing work which may be occasioned by a willful or negligent act or omissions of the Consultant, or any of the Consultant's officers, employees, or agents or any subconsultant.

IV. GENERAL TERMS

- 4.1 **Waiver.** No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder, nor does waiver of a breach or default under this Agreement constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.
- 4.2 **Governing Law.** This Agreement, regardless of where executed, shall be governed by and construed to the laws of the State of California. Venue for any action regarding this Agreement shall be in the Superior Court of the County of Santa Clara.
- 4.3 **Termination of Agreement.** The Town and the Consultant shall have the right to terminate this agreement with or without cause by giving not less than fifteen days (15) written notice of termination. In the event of termination, the Consultant shall deliver to the Town all plans, files, documents, reports, performed to date by the Consultant. In the event of such termination, Town shall pay Consultant an amount that bears the same ratio to the maximum contract price as the work delivered to the Town bears to completed services contemplated under this Agreement, unless such termination is made for cause, in which event, compensation, if any, shall be adjusted in light of the particular facts and circumstances involved in such termination.
- 4.4 **Amendment.** No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by the Town and the Consultant.
- 4.5 **Disputes.** In any dispute over any aspect of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, including costs of appeal.
- 4.6 **Notices.** Any notice required to be given shall be deemed to be duly and properly given if mailed postage prepaid, and addressed to:

Town of Los Gatos
Attn: Human Resources
110 E. Main Street
Los Gatos, CA 95030

Teri Black & Company, LLC
Attn: Tracey Carlson
25500 Hawthorne Blvd, Suite 1158
Torrance, CA 90505

or personally delivered to Consultant to such address or such other address as Consultant designates in writing to Town.

- 4.7 Order of Precedence. In the event of any conflict, contradiction, or ambiguity between the terms and conditions of this Agreement in respect of the Products or Services and any attachments to this Agreement, then the terms and conditions of this Agreement shall prevail over attachments or other writings.
- 4.8 Entire Agreement. This Agreement, including all Exhibits, constitutes the complete and exclusive statement of the Agreement between the Town and Consultant. No terms, conditions, understandings or agreements purporting to modify or vary this Agreement, unless hereafter made in writing and signed by the party to be bound, shall be binding on either party.

IN WITNESS WHEREOF, the Town and Consultant have executed this Agreement.

Town of Los Gatos by:

DocuSigned by:

Laurel Prevetti

11/16/2021

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Laurel Prevetti, Town Manager

Consultant, by:

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Teri Black

11/1/2021

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Teri Black, President

Teri Black & Company, LLC

Recommended by:

DocuSigned by:

Lisa Velasco

11/2/2021

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Lisa Velasco, Human Resources Director

Approved as to Form:

DocuSigned by:

Robert W. Schultz

11/16/2021

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Robert Schultz, Town Attorney

Attest:

DocuSigned by:

Shelley Neis

11/17/2021

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Shelley Neis, MMC, CPMC

Town Clerk



STELLAR TALENT.
PREMIER SERVICE.
POWERFUL RESULTS.

EXHIBIT A



STELLAR TALENT.
PREMIER SERVICE.
POWERFUL RESULTS.

September 15, 2021

Ms. Laurel Prevetti
Town Manager
110 E. Main Street
Los Gatos, CA 95030

Dear Ms. Prevetti:

Thank you for contacting Teri Black & Company (TBC) regarding the opportunity to assist the **Town of Los Gatos** with the successful recruitments for three (3) executive/senior management level positions. We are the recruiter of choice for many Northern California communities and would be honored to represent Los Gatos again with its search needs in the coming months.

Founded in 2006, TBC provides the most personalized executive search services to clients and candidates in the industry. The business goals of the firm are centered on producing quality results and establishing long-term relationships with our customers. Personalized service and inclusivity have never been more important in our industry as the competition for outstanding talent continues to intensify. **In 2020, 44 percent of our placements were of diverse representation and 63 percent of our placements were female. Our diversity performance record exceeded 30 percent in the year prior and reached 45 percent in 2018.** With our extensive network and incomparable approach to client and candidate care, **our consultants consistently produce outstanding results.** As a result, nearly all of our business is a result of repeat customers.

TBC is not driven by volume which helps set us apart from our competitors. We are committed to providing customized and flexible service to our clients and will only take on a select number of recruitments at any given time. Based in Los Angeles, TBC is one of the few woman-owned executive search firms serving local government in the United States. Detailed information about the firm and our clients is available on our website – www.tbcrecruiting.com.

You will have my personal commitment that the Los Gatos recruitments will receive the highest level of attention and will not be delegated to a junior level staff. Please do not hesitate to call if you have any questions or need additional information regarding our services or qualifications.

Sincerest regards,

Teri Black
President

PROPOSAL

Executive Search Services

for the

TOWN OF LOS GATOS

to recruit up to three (3)

**EXECUTIVE & SENIOR MANAGEMENT
LEVEL RECRUITMENTS**

TB&^{CO.}

September 2021



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| TABLE OF CONTENTS |
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| SECTION | PAGE |
|--|-------------|
| I. CREDENTIALS, QUALIFICATIONS & COMMITMENT | 1 |
| II. RECRUITMENT STRATEGY | 2 |
| III. PROJECT TIMELINE | 6 |
| IV. CLIENT REFERENCES | 7 |
| V. RECRUITERS & STAFF PROFILES | 8 |
| VI. PROFESSIONAL FEES & GUARANTEE | 13 |
| VII. COMPANY CONTACT INFORMATION | 14 |
| VIII. COMPREHENSIVE LIST OF CLIENTS | 15 |

I. CREDENTIALS, QUALIFICATIONS & COMMITMENT

Teri Black & Company, LLC (TBC) has a solid reputation for providing exemplary service to its clients and has enjoyed great success in **recruiting impressive local government professionals** for our clients throughout the western United States. In addition to serving the Town of Los Gatos in the past, our **Northern California/Bay Area** municipal client base is extensive and includes the Cities of Mountain View, Redwood City, Santa Clara, Burlingame, San Leandro, Fremont, Pleasanton, Palo Alto, Menlo Park, South San Francisco, San Mateo, Berkeley, Santa Rosa, Pacifica, San Jose, Alameda, Sunnyvale, and Brisbane, as well as the Town of Hillsborough among numerous others. As evidence of our clients' **high satisfaction levels**, nearly **90%** of our projects are generated through repeat business and client referrals.

Because we are driven by a concern for **quality results rather than volume**, we limit the number of recruitments the firm handles at any given time. In addition, we are careful to only partner with clients that appreciate the value of **highly personalized services** and the importance of finding qualified candidates who would be a good fit rather than simply attracting individuals who meet minimum qualification criteria.

TBC has an **excellent track record** for recruiting well-qualified candidates and has been successful in **consistently attracting diverse candidate pools**. In 2020, **44 percent** of our placements were of diverse representation and **63 percent** of our placements were female. Our **diversity performance record exceeded 30 percent** in the year prior and reached **45 percent** in 2018. The trust and credibility Teri and her team have earned over the course of two decades is proudly reflected in these results.

Lastly, our **commitment to candidate care is incomparable**. From initial conversations during the active recruiting period, personalized coaching as they prepare for final interviews, all the way to professional development debriefings at the end of a process – **no other firm invests the amount of time and level of attention in candidates than we do**. Our treatment of applicants is a direct reflection of our customers' values, and we consistently receive feedback that our service is simply unmatched.

Depending on the positions, Senior Recruiters Suzanne Mason or Nina Morris Collins will co-lead all projects with Teri Black and be supported by other members of the TBC Team. Our recruiters maintain **strong networks** throughout various local government disciplines through their involvement and membership with numerous professional associations. Profiles on the recruiters and staff who will be actively engaged in this assignment can be found in Section V.

TBC will work closely with the Town of Los Gatos in adjusting and redesigning activities associated with the recruitment in response to COVID-19 public health orders and corresponding protocols throughout the recruitments.

II. RECRUITMENT STRATEGY

The executive search strategy that follows describes four complete phases of a comprehensive recruitment for executive management and senior level positions.

PHASE I

Client Feedback & Involvement

The lead recruiter will work closely with the City Manager and Human Resources Director in customizing ideal candidate profiles for Los Gatos. We will work in partnership with the Client on the recruitment strategies and timelines in accordance with the Client's desires and expectations. It is our goal to gain a complete understanding of the experience, knowledge, expertise and strengths the organization is seeking in the new professionals, as well as learn about the Department's priorities, current and upcoming challenges, organizational culture and composition of the overall management team.

At the City Manager's discretion, the recruiter can meet with various stakeholders including department heads, and other internal stakeholders as deemed appropriate. These supplemental meetings sometimes allow us to obtain additional feedback and gain a broader understanding of the community along with the organization's culture and inner workings. This additional knowledge can often be helpful to the recruiter as we assess the critical factors relating to candidate "fit" later in the process. Because our clients know their organizations best, we rely on their guidance to determine the best sources of information upon launching each assignment.

Strategy Refinement

Following the gathering of feedback, TBC will develop detailed timelines for the projects along with proposed methodologies for attracting the best possible candidates. The timelines and overall strategies will be reviewed and approved by the Client prior to execution.

Material Development & Production

Immediately following the client feedback activities, a TBC team member will draft advertising and recruitment brochure text for each recruitment for the Client's review. This information (description of community, culture, organizations, departments, ideal candidate profiles, and compensation/benefits, etc.) should accurately summarize what was learned from the feedback sources.

PHASE II

Advertising & Marketing

Once the lead recruiter develops a clear understanding of what the Client is seeking, TBC will create customized advertising, marketing and social media campaigns for the recruitments. Both the traditional and electronic campaigns will be interrelated to ensure the positions have a powerful presence in the marketplace.

Once the advertising is executed, TBC will distribute the recruitment brochures with personalized cover letters to the national network of professional contacts in our database for the respective searches. Both e-mail and traditional mail are utilized in our marketing efforts. The jobs will also be promoted through the firm's social media presence via LinkedIn, Facebook, Twitter.



Personalized Outreach

As an intensive follow-up to the direct mail campaigns, the recruiter will personally contact the individuals targeted and generate new contacts through referrals made by respected sources. The most impressive candidates are usually found this way and it frequently requires several persuasive conversations to attract them into a recruitment if they are content and successful in their current position. The majority of highly qualified candidates will not necessarily respond to an advertisement; therefore, extensive proactive outreach is required.

Our clients pay for results and that's exactly what we deliver. TBC dedicates an extraordinary amount of time to discovering new talent. With the number of retirements and movement in the industry, there has been a tremendous loss of executive/ management talent in the profession. In response, we invest more time and resources in finding undiscovered superstars across the country as well as within the state. While most of our competitor's charge additional consulting fees beyond a specific threshold, we do not limit the number of consulting hours, travel or meetings dedicated to any given project.

PHASE III

Resume Assessment

While the lead recruiter will review resumes as they are received, a final detailed review of each submission will be conducted immediately following the closing date of each respective recruitment. Those candidates determined to be the most highly qualified will be selected for screening interviews.

The TBC online application system was introduced to the market more than 13 years ago and was the first in the public sector executive search industry. Leveraging the power, reach, and accessibility of the internet, TBC pioneered a modern digital experience for both candidates and clients. Since then, some of our competitors have followed suit, but TBC continues to set the bar with **enhanced website and online application security features**, two-step authentication, strong passwords, and secure candidate database storage to keep candidate information safe and confidential.

Screening Interviews

TBC does not restrict the number of candidates to be screened. Rather, we interview every candidate who meets our Client's criteria. As a rule, this group frequently amounts to 6-12 candidates per recruitment. The number of candidates screened ranges from just a handful of professionals for highly specialized positions to more than 20 for highly coveted opportunities. The screening interviews are typically conducted by Zoom or phone.

Recruitment Report

Following the completion of the screening interviews, the recruiters will develop a written report for each recruitment that includes: a master list of all the applicants, resumes and cover letters for each candidate interviewed, a one-page profile summarizing each candidate's professional history, plus an overview of the recruiter's initial assessment of each individual based on their experience and the results of their screening interview.

TBC will send the written reports to the Client's designated recipients in advance of a scheduled meeting that will be dedicated to reviewing the results of the recruitments, discussing each candidate screened, and planning for the final stages of the selection process.

Candidate Communications & Care

Throughout each recruitment, TBC will take responsibility for communicating with the candidates during each stage of the search. In addition, the Client should feel free to refer any inquiries from potential or existing candidates directly to the lead recruiter at any time during the engagement. We handle all administrative aspects of the assignment.

TBC is **extremely attentive to internal candidates**. Our recruiters make sure they understand the process and are kept informed at every juncture as they may have never worked with a recruiter before. We take great care to meet the needs of the entire candidate pool throughout our engagements as it is critical that **all the participants**, regardless of whether or not they are selected, have a **positive experience**, and leave the process with a **favorable impression** of the Town of Los Gatos.

PHASE IV

Selection Process

TB&Co. will design and administer appropriate final selection processes in partnership with the Client. Most traditional selection processes entail at least one or two panel interviews followed by the appointing authority spending time with the highest ranked candidates. Our team will prepare the materials for the panel interviews, arrange for follow-up interviews with the Client, and coordinate all logistics with the candidates. If additional selection activities are desired, TBC will assist with designing and facilitating written exercises, presentations, problem-solving scenarios, etc. We tailor each process to best meet the Client's needs and will assist the decision makers with deliberations. Lastly, it is critical that candidates' confidentiality be respected and maintained to the greatest degree possible to maintain the integrity of the process.

Our professional fee includes one day of facilitated panel interviews either by Zoom or in-person depending on COVID-19 conditions for each assignment. A recruiter will be available to facilitate additional interviews, although this is rarely necessary.

Background & References

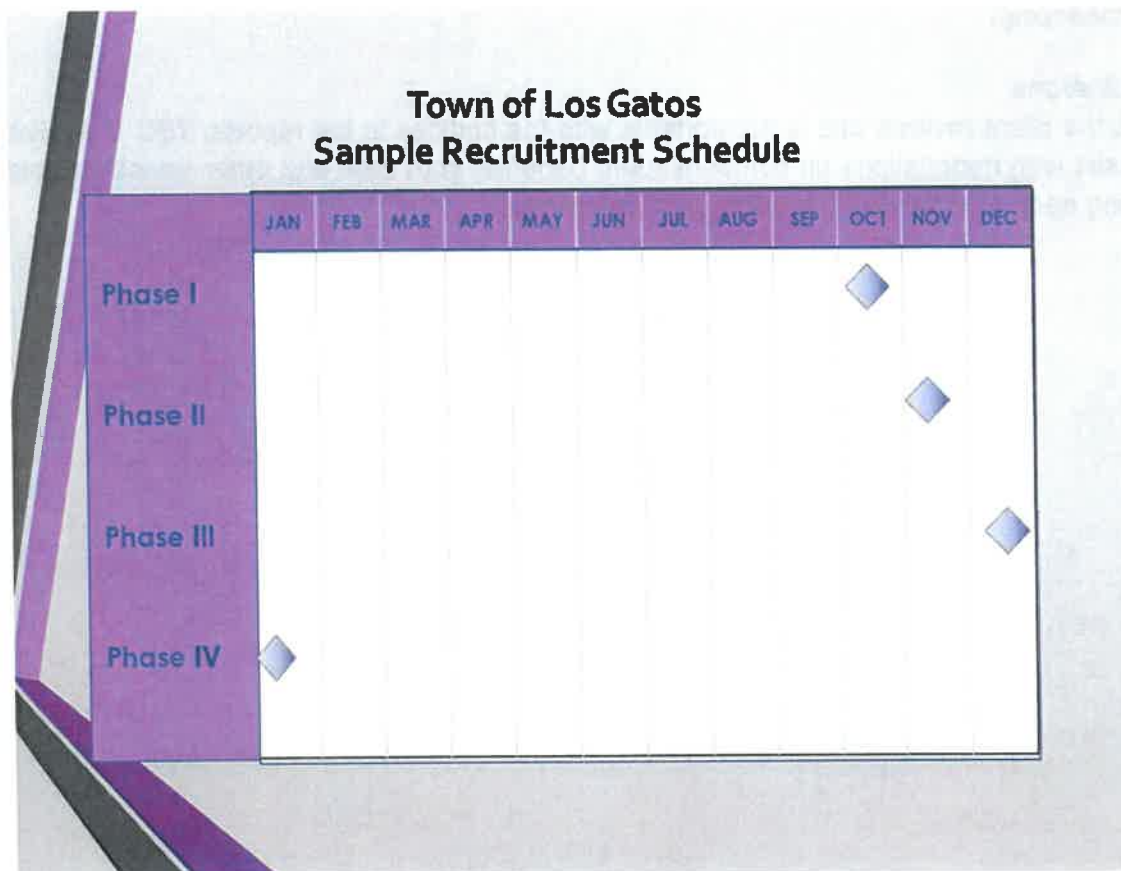
Following the final process and the Client's selection of its top candidates (one per recruitment), TBC will conduct **thorough background and in-depth reference checks**. Our background checks are performed by a licensed private investigator and entail credit, driving record, civil, criminal, and academic credential records checks. Court records checks include county, state, and federal systems. Media, internet, and social networking checks are also included. The reference checks are conducted by a TBC consultant and are typically supplemented by comments generated from contacts that do not appear on the candidate's reference list. Extensive written reports are provided to the Client for review and recordkeeping.

Negotiations

Once the client reviews and is comfortable with the findings in the reports, TBC is available to assist with negotiations on compensation, benefits, start date and other transition details to bring each assignment to a successful completion.

III. PROJECT TIMELINE

Each recruitment can typically be completed within approximately 100-120 days. A visual of a typical recruitment timeline is portrayed below and assumes that work will commence in October. The actual recruitment schedule can be adjusted in accordance with the Client's goals.



IV. CLIENT REFERENCES

Client: City of San Mateo **Tel:** 650.522.7000
Contacts: Drew Corbett
E-mail: dcorbett@cityofsanmateo.org
Searches: City Manager, City Attorney, Police Chief, Public Works Director, Community Development Director, Deputy City Librarian, Deputy Community Development Director

Client: City of Mountain View **Tel:** 650.903.6057
Contacts: Sue Rush, Director of Human Resources
E-mail: sue.rush@mountainview.gov
Searches: City Manager, Community Development Director, Zoning Administrator, Current Planning Manager, Fire Chief, Deputy Fire Chief, Fire Marshal, Fire Protection Engineer, Finance & Administrative Services Director, Police Captain -Internal Process, Assistant Public Works Director - Transportation & Business Services, Assistant Public Works Director - Public Services, Chief Communications Officer, Chief Building Official, Economic Development Manager (upcoming), Housing & Neighborhood Services Manager (current)

Client: City of Redwood City **Tel:** 650.780.7288
Contacts: Michelle Katsuyoshi, Director of Human Resources
E-mail: mkatsuyoshi@redwoodcity.org
Searches: City Manager, Assistant City Manager, Deputy City Manager, Library Director, Director of Community Development & Transportation, Planning Manager, Police Chief, Human Resources Director, Finance Director, Housing Leadership Manager (partial), Fire Chief, Public Works Director

Client: City of Santa Clara **Tel:** 408.615.2228 (Nadine)
408.615.2161 (Aracely)
Contact: Nadine Nader, Assistant City Manager
Aracely Azevedo, Director of Human Resources
Email: nnader@SantaClaraCA.gov
AAzevedo@SantaClaraCA.gov
Searches: Human Resources Director, Fire Chief, Assistant Finance Director, Assistant Public Works Director, Risk Manager, Finance Director, City Manager (partial – negotiations only), City Planner, Economic Development Officer, Accounting Manager, Assistant Finance Director, Assistant Community Development Director, Planning Manager (upcoming), City Librarian, Housing Manager (current)

V. RECRUITERS & STAFF PROFILES

Teri Black, President

Following a distinguished career in local and federal government, Teri has been dedicated to public sector executive search since 1999. Serving communities with populations in the millions to as small as 1,500 for over 20 years, she has built a substantial base of clients across the Western United States that continually rely on her personalized service and recruitment expertise. In addition to cities and counties, Teri's clients also include special districts, utility agencies, and non-profit organizations. She has managed a multitude of high profile and sensitive recruitments over the years. Prior to starting her own firm in 2006, Teri was affiliated with Shannon Executive Search/CPS Human Resource Services and The Oldani Group.

Before entering the executive search profession, Teri served as Chief of Staff in the U.S. Department of Justice/Office of Community Oriented Policing Services (COPS) in the Clinton Administration. Her local government experience includes management positions in the Cities of Santa Ana, Lakewood, and Oakland, California. As a consultant, clients find her prior government experience to be of tremendous value as they often comment, "She has walked in our shoes and understands our business."

Teri earned her Master's degree in Public Administration from the University of Southern California and holds a bachelor's degree in Criminal Justice from California State University, Fullerton. She is a graduate of the UCLA Anderson School of Management's invitational certificate program for entrepreneurs and a founding member of Cal-ICMA's Preparing the Next Generation (PNG) committee which has served as a model for the national association.

Teri will co-lead each engagement alongside Suzanne Mason or Nina Morris Collins.

Suzanne Mason, Senior Recruiter

Suzanne has over 33 years of professional experience working with cities and counties in California as a local government administrator and human resources professional focusing on business process improvement, change management and improved human resource practices.

Suzanne has worked to modernize and improve public sector recruitment and hiring practices throughout her career and recently was part of a multi-jurisdictional team that worked with the State of California to rewrite the State's county personnel merit rules which were adopted in 2016. During her career she has worked with the City of Long Beach, Napa County, the City of Palo Alto and the City and County of San Francisco. With these jurisdictions she has served as Deputy City Manager, Assistant City Manager, Director of Human Resources and Director of Employee Relations, in addition to various departmental assignments. Suzanne has extensive experience with organizational change management, community and employee engagement, budgeting, as well as all areas of human resources management.

Suzanne earned a Master's degree in Public Administration from the University of Southern California, with an emphasis in Intergovernmental Management, and her bachelor's degree in History from the University of California at Santa Barbara. Suzanne also holds a certificate from the Senior Executives in State and Local Government Program at the Kennedy School of Government at Harvard University.

Suzanne has served as a member of Cal-ICMA's Preparing the Next Generation Committee since its inception and was part of the team that transitioned to the effort to the Cal-ICMA Talent Initiative. Suzanne also serves as a Civil Service Commissioner for the City of Napa, where she resides.

Nina Morris Collins, Senior Recruiter

Nina has over 30 years of professional experience working in full-service cities in California and has held various positions including Director of Human Resources and Chief of Staff. Her areas of expertise include employee and labor relations, recruitment and selection, classification and compensation, benefits administration, improving business processes, policy development, change management, and training.

As Director of Human Resources, Nina was an executive representative on the City of Hayward's Government Alliance on Race and Equity Team that was responsible for reviewing and improving recruitment policies to reflect the City's commitment to be a diverse, equitable, and inclusive organization. She also served as Chief Spokesperson for labor negotiations with eleven bargaining units and led the effort to update and rewrite the Personnel Rules, which were adopted in 2019. Nina is highly skilled and has extensive experience leading organizational change, promoting employee engagement, relationship building, conflict resolution, and mediation. Additionally, Nina facilitates and provides diversity, equity, and inclusion training and policy development, working with public agencies, community groups, and small businesses.

Nina earned her Juris Doctorate from John F. Kennedy Law School and has a Bachelor's degree in Political Science/Public Administration from California State University Hayward (now East Bay). She also has a certificate from the Harvard University School of Law, Program on Negotiation.

Tracey Carlson, Director of Client & Candidate Care

Tracey is responsible for managing the numerous administrative activities and logistical coordination associated with TBC recruitments and special projects. Her 15 years of project management experience benefits the company in many ways. From overseeing our massive database, ensuring contractual requirements are met and interacting with candidates to coordinating background checks, she is involved with all aspects of the search process.

Tracey is also charged with the most difficult responsibility in the practice – managing Teri's calendar! In addition, she serves as an outstanding resource for candidates and sets a high bar for the firm's commitment to five-star quality service. In a nutshell, she serves as Teri's invaluable "right hand" in ensuring that all client and candidate needs are met.

Prior to joining the firm more than 10 years ago, Tracey held a variety of finance, IT and project management related positions with Northrop Grumman and Toyota Motor Sales, USA.

Lucia Vo, Recruiting Assistant

Lucia interfaces extensively with our candidates and works alongside Tracey to help ensure our clients and candidates receive the proper care and support. A great deal of her time is spent handling incoming calls, researching candidates, monitoring our online application system, responding to e-mails, and assisting candidates with their submissions.

Lucia has worked in various administrative capacities in the private sector throughout Europe and the United States. She graduated from Technic University Kosice in Slovakia majoring in Business Administration.

Elizabeth Emmett, Chief Communicator

Elizabeth Emmett spent her 30-year communications career with Bay Area public agencies, working to recognize needs, strategize solutions and execute successful outreach campaigns. Having joined TBC in January of this year, she is the newest member of the team and is responsible for the firm's social media, branding, and overall communications efforts.

In 2007, Elizabeth became the first Public Information Officer for the County of Napa, and built the program from scratch, managing the redesign of the County logo, website and style guide, as well as establishing the bedrock internal, external and media communications tools and practices serving all County departments. Seven years later, she was called to again create an entirely new program, this time at Napa Valley Unified School District, where she helped lead the organization through the 2014 Napa earthquake, the 2017 fires and other crises. She retired from NVUSD in early 2019.

During the worst of the California drought in the late 1980's, Elizabeth was part of the award-winning public information team at Santa Clara Valley Water District, working to inform and educate more than a million customers. She continued her "water work" at Sonoma County Water Agency in the early 2000s, followed by a stint at CirclePoint, an award-winning environmental, marketing and community outreach based in San Francisco. Elizabeth headed up the North Bay office in Napa, working on transportation and water projects throughout the region.

Elizabeth has a bachelor's degree in Mass Communications/Journalism from Minnesota State University Mankato. She has served in several Board positions, including president, for the California Association of Public Information Officials (CAPIO). She is based in Napa.

VI. PROFESSIONAL FEES & GUARANTEE

The **professional fee** for the complete scope of work outlined in Phases I – IV articulated in this quote covering three (3) comprehensive executive/senior management level recruitments will be **\$55,000** (\$18,500 per recruitment). Services include conference calls/Zoom meetings for the purposes of gathering stakeholder feedback on candidate profiles, briefing client on results of the recruitments, facilitating one day of panel interviews for each search, assisting the Client with selection deliberations and conducting background and reference checks.

REIMBURSABLE EXPENSES¹ (NOT TO EXCEED)

| | |
|--|---|
| Advertising (3) | \$6,900 |
| Recruitment Brochures & mailings (3) | \$4,500 |
| Administrative support | \$8,000 |
| Shipping/FedEx (if required) | \$1,500 |
| Background & records checks (3) | \$1,800 |
| Consultant Travel (ground, air, lodging if necessary) | \$3,000 |
| <hr/> | |
| Project expenses (NTE) | \$25,700 (approx. \$8,500 max. per search) |

Professional fees and expenses are billed monthly. Expenses are billed at their actual level and are never marked-up or inflated with special fees. Not knowing the specifics regarding the anticipated vacancies, expenses have been estimated on the high side and rarely exceed \$7,500 in the current virtual/hybrid environment.

Placement Guarantee

If a candidate is selected and appointed by the Town of Los Gatos terminates employment for any reason before the completion of the first year of service as a result of a comprehensive TBC recruitment, the firm will provide Los Gatos with the necessary consulting services required to secure a replacement. Depending on the nature of the departure, professional consulting services will be provided at no charge or a discounted rate of 25-50% of the original fee.² Expenses will be covered by the Client.

Fee for Additional Placements & Discounts

Because of the challenging market for top talent, our clients are increasingly taking advantage of selecting more than one outstanding candidate from a single recruitment that will benefit the organization in a different capacity. In these instances, a \$3,000 placement fee per additional candidate placed will apply and will include completion of background check records review as well as reference checking

² Reimbursable Expenses by Category are an estimation. Invoices may reflect actual expense amounts in any given category that are above or below the estimated amount, however, total expenses billed during the project shall not exceed the total "Project Expenses (NTE)" amount as stated.

²To be negotiated at the time of re-engagement and will be dependent on scope of work needed to refill the position.

VII. COMPANY CONTACT INFORMATION

Business address: 25500 Hawthorne Blvd., Suite 1158
Torrance, CA 90505

Telephone: 424.296.3111

Web site: www.tbcrecruiting.com

Federal Tax ID: 13-4346458

Primary Contact: Teri Black
teri@tbcrecruiting.com
Office: 424.296.3111 Mobile: 310.781.0878

Company Officers: Teri Black, President
Joseph E. Brann, CEO

VIII. COMPREHENSIVE LIST OF CLIENTS

Cities

- ◆ Agoura Hills
- ◆ Alameda
- ◆ Alhambra
- ◆ Aliso Viejo
- ◆ Antioch
- ◆ Anaheim
- ◆ Arlington, TX
- ◆ Arroyo Grande
- ◆ Ashland, OR
- ◆ Belmont
- ◆ Berkeley
- ◆ Beverly Hills
- ◆ Brisbane
- ◆ Buena Park
- ◆ Burbank
- ◆ Burlingame
- ◆ Cannon Beach, OR
- ◆ Carlsbad
- ◆ Carmel-by-the-Sea
- ◆ Carpinteria
- ◆ Chandler, AZ
- ◆ Colorado Springs, CO
- ◆ Concord
- ◆ Costa Mesa
- ◆ Cupertino
- ◆ Cypress
- ◆ Daly City
- ◆ Davis
- ◆ Del Mar
- ◆ Denver, CO
- ◆ Dublin
- ◆ East Palo Alto
- ◆ El Cajon
- ◆ Escondido
- ◆ Eugene, OR
- ◆ Fairfield
- ◆ Fort Worth, TX
- ◆ Fremont
- ◆ Fresno
- ◆ Fullerton
- ◆ Glendale
- ◆ Goleta
- ◆ Half Moon Bay
- ◆ Hayward
- ◆ Healdsburg
- ◆ Hermiston, OR
- ◆ Hermosa Beach
- ◆ Hillsborough
- ◆ Huntington Beach
- ◆ Imperial Beach
- ◆ Indian Wells
- ◆ Indio
- ◆ Laguna Niguel
- ◆ La Habra
- ◆ La Mesa
- ◆ La Palma
- ◆ La Quinta
- ◆ Lakewood, CO
- ◆ Livermore
- ◆ Lomita
- ◆ Lompoc
- ◆ Long Beach
- ◆ Los Alamitos
- ◆ Los Altos
- ◆ Los Banos
- ◆ Los Gatos
- ◆ Lynwood
- ◆ Manhattan Beach
- ◆ Marina
- ◆ Manteca
- ◆ Menlo Park
- ◆ Milpitas
- ◆ Modesto
- ◆ Moreno Valley
- ◆ Morgan Hill
- ◆ Mountain View
- ◆ Murrieta
- ◆ Napa
- ◆ National City
- ◆ Newport Beach
- ◆ Oakland
- ◆ Pacifica
- ◆ Palo Alto
- ◆ Pasadena
- ◆ Petaluma
- ◆ Piedmont
- ◆ Pismo Beach
- ◆ Pittsburg
- ◆ Pleasanton
- ◆ Prescott Valley, AZ
- ◆ Pomona
- ◆ Poway
- ◆ Provo City, UT
- ◆ Rancho Cordova
- ◆ Redlands
- ◆ Redwood City

- ◆ Rohnert Park
- ◆ Riverside
- ◆ Roseville
- ◆ San Diego
- ◆ San José
- ◆ San Leandro
- ◆ San Luis Obispo
- ◆ San Mateo
- ◆ Santa Barbara
- ◆ Santa Clara
- ◆ Santa Clarita
- ◆ Santa Cruz
- ◆ Santa Monica
- ◆ Santa Paula
- ◆ Santa Rosa
- ◆ Sierra Vista, AZ
- ◆ Signal Hill

- ◆ South Pasadena
- ◆ South San Francisco
- ◆ Sunnyvale
- ◆ Surprise, AZ
- ◆ Torrance
- ◆ Tracy
- ◆ Truckee, Town of
- ◆ Turlock
- ◆ Tustin
- ◆ Vallejo
- ◆ Ventura
- ◆ Vista
- ◆ Walnut Creek
- ◆ West Sacramento
- ◆ Woodside, Town of
- ◆ Yucca Valley, Town of

Counties

- ❖ Alameda
- ❖ Contra Costa
- ❖ Denver, CO (City/County)
- ❖ Lane, OR
- ❖ Los Angeles
- ❖ Merced
- ❖ Monterey
- ❖ Napa
- ❖ San Diego
- ❖ Santa Barbara

Special Districts/Authorlties

- Ashland, OR Parks Commission
- Beach Cities Health District
- Calleguas Municipal Water District
- Castaic Lake Water Agency
- Goleta Water District
- Hi-Desert Water District
- Indio Water Authority
- Menlo Park Fire Protection District
- Mesa Consolidated Water District
- Municipal Water District of Orange County
- Sacramento Metropolitan Fire District
- San Ramon Valley Fire Protection District
- South Bay Regional Public Communications Authority
- Southern California Association of Governments
- West Basin Municipal Water District

Universities

Cal State University Los Angeles