



# CITY OF MERCER ISLAND CITY COUNCIL MEETING AGENDA

Tuesday  
January 19, 2016  
6:00 PM

**Mayor Bruce Bassett**  
**Deputy Mayor Debbie Bertlin**  
**Councilmembers Dan Grausz, Jeff Sanderson,**  
**Wendy Weiker, David Wisenteiner**  
**and Benson Wong**  
Contact: 206.275.7793, council@mercergov.org  
www.mercergov.org/council

All meetings are held in the City Hall Council Chambers at  
9611 SE 36th Street, Mercer Island, WA unless otherwise noticed

"Appearances" is the time set aside for members of the public to speak to the City Council about any issues of concern. If you wish to speak, please consider the following points:  
(1) speak audibly into the podium microphone, (2) state your name and address for the record, and (3) limit your comments to three minutes.  
*Please note: the Council does not usually respond to comments during the meeting.*

## REGULAR MEETING

### STUDY SESSION, 6:00 PM

- (1) AB 5147 Water Advisory Event Update

### CALL TO ORDER & ROLL CALL, 7:00 PM

### APPEARANCES

### CONSENT CALENDAR

- (2) Payables: \$150,909.19 (01/07/16)

### REGULAR BUSINESS

- (3) AB 5149 Discuss Ground Lease with the Mercer Island Center for the Arts ("MICA") for use of the Recycling Center site at Mercerdale Park
- (4) AB 5140 Conservation Easements Presentation
- (5) AB 5150 City Manager Recruitment Firm Selection
- (6) AB 5148 Maintenance Department Fleet and Organizational Performance Audit

### OTHER BUSINESS

Councilmember Absences  
Planning Schedule  
Board Appointments  
Councilmember Reports

### EXECUTIVE SESSION

To discuss planning or adopting the strategy or position to be taken by the governing body during the course of any collective bargaining, professional negotiations, or grievance or mediation proceedings, or reviewing the proposals made in the negotiations or proceedings while in progress pursuant to RCW 42.30.140 (4)(b) for approximately 30 minutes.

### ADJOURNMENT



**BUSINESS OF THE CITY COUNCIL  
CITY OF MERCER ISLAND, WA**

**AB 5147  
January 19, 2016  
Study Session**

**WATER ADVISORY EVENT UPDATE**

**Proposed Council Action:**

Receive report.

**DEPARTMENT OF**

Maintenance (Jason Kintner)

**COUNCIL LIAISON**

Debbie Bertlin

**EXHIBITS**

1. Coliform Response Action Plan

**APPROVED BY CITY MANAGER**

<b>AMOUNT OF EXPENDITURE</b>	\$	n/a
<b>AMOUNT BUDGETED</b>	\$	n/a
<b>APPROPRIATION REQUIRED</b>	\$	n/a

**SUMMARY**

**BACKGROUND**

In late September 2014, the presence of E.coli and Total Coliform bacteria was detected in various locations of the City's water distribution system, and this detection prompted a precautionary boil water notice (the "Water Advisory Event"). The City contracted with Confluence Engineering Group LLC (Confluence) to help with the City's response in the aftermath of the E. coli detection and to conduct a Long-Term Action Plan addressing areas of contamination risk identified by the Washington State Department of Health (DOH) in the City's water distribution system.

Over the past year, Confluence has evaluated the performance of the City's water system. Much work has been accomplished since the Water Advisory Event. Exhibit 1 (Coliform Response Action Plan) identifies work that has been completed or is currently underway in the Long-Term Action Plan. Confluence and City staff have continued to work in three dedicated areas to minimize the risk of future events and improve water quality assessment and control.

**SYSTEM MAINTENANCE AND PROCEDURES**

The inspection and retrofit of the underground vaults has been a key area of focus to reduce system contamination risks. Phase I of plumbing improvements included the retrofit of vaults that were perceived to pose a higher risk of contamination. These vaults were successfully retrofitted during the second quarter of 2015. A scope of work has been developed to target the remaining stand-alone air-vac vaults. Staff expects this work to go to bid by the end of January with construction to be completed in spring 2016. Testing results have indicated that the likelihood of the contamination source was not the air-vac valves, though they still pose a low level of risk that need modifications to prevent any potential source of contamination.

In order to improve water quality and maintain chlorine residual numbers, Confluence designed a uni-directional, high velocity pilot flushing program. The pilot program is designed to use water velocities to

scour the interior walls of water mains and remove the deposit of solids and biofilm. Buildup of these materials degrade water quality and contribute to chlorine decay. Due to the record-setting heat and drought this past summer, SPU issued a voluntary water use reduction of its customers which delayed the pilot flushing program until November 2015. Utility crews completed the first phase of the pilot program just before Thanksgiving. Additional evaluation of the pilot remains, but preliminary analysis has found that this program is highly effective at cleaning the water mains. Future considerations in moving forward will include the evaluation of frequency, minimum staff requirements to conduct the new flushing program, water discharge locations, and further water modeling to improve main cleaning results.

## **MONITORING**

In August 2015, the City completed the installation of nine (9) new sample stands that are fully functional. Six (6) of these new stands are being used as part of the transitional monitoring plan. The City continues to meet or exceed the reduced goal of 0.6 mg/L of chlorine, receiving notification from Seattle Public Utilities (SPU) within 24 hours of readings at or below this mark. The City has submitted the draft Coliform Monitoring Plan to DOH, and continues to sample and track on-going chlorine residual requirements and other water quality related samples (iron, ph, turbidity) to further monitor the City's water distribution system. Staff will continue to work with DOH to finalize the transitional monitoring plan, and expects to move out of the transitional monitoring plan later this year.

Work is currently underway with HDR Engineering, Inc. to prepare plans for a chlorine injection system should City water chlorine levels drop unexpectedly. A fully designed construction ready chlorine injection system will be designed and placed 'on-the-shelf', ready for construction in the event that a permanent system is required. A preferred alternative will be identified and an estimate of cost to construct will be prepared prior to the start of the 2017-18 CIP biennial budget process. Full design of the preferred alternative will be complete by 3rd Quarter 2016.

## **CROSS CONNECTION CONTROL PROGRAM (CCCP) UPDATE AND ON-GOING WATER QUALITY MONITORING**

Two essential areas that will continue to require on-going dedicated staff and focus include the additional work on the City Cross Connection Control Program and continued water quality monitoring. On June 15, 2015, the City Council adopted Ordinance No. 15C-09, amending chapter 15.4 MICC Unlawful Cross Connections. The ordinance was needed to provide staff with enforcement tools to help ensure that all backflow prevention assemblies be installed and annually tested wherever a cross-connection to the water system exists. As of mid-October 2015, less than 1% of customers have not tested their backflow prevention devices, as compared to about 10% which were untested at the time of the event. As of December 31, 2015, 100% of devices had completed the annual testing. Backflow testing is required annually and annual follow-up will be necessary to ensure compliance with the City Ordinance and State law. In addition, certification (survey) letters were sent to approximately 690 waterfront property owners, with only 3 who still need to respond to the survey. Follow up is expected to begin in the first quarter 2016 with the surveys that indicated they pose a higher risk.

Due to a recent retirement announcement and the necessary changes needed to implement and enforce the Cross Connection Control Program, the City expects to hire a contract employee to focus on water quality monitoring, CCCP compliance, and program implementation. This position will be responsible for the creation, implementation and coordination of water quality programs, including inspection, public education outreach, and quality control for backflow assembly testing.

Efforts around water quality monitoring have nearly tripled. Prior to the Water Advisory Event, approximately 432 data-points were collected annually. Utility crews have collected approximately 1,362 data points relevant to water quality analysis (iron, ph, turbidity, and coliform samples) since the Water Advisory Event. Other, routine and preventative water utility maintenance work has been shelved by crews to focus on the

post-Water Advisory Event response. This contracted position, in conjunction with the Utilities Manager, will establish and implement testing and monitoring plans to ensure compliance with the Federal Clean Water Act, State of Washington regulations, and other legislation. This position will be funded through 2018 from a portion of the rate funded \$550,000 per year authorized by Council to address the specific operating and capital improvements following the Water Advisory Event.

Confluence and staff will be available Tuesday night to answer any questions.

## **RECOMMENDATION**

*Maintenance Director*

Receive report.



## Disinfectant Residual Increase and Maintenance

- ✓ Booster Disinfection
  - ✓ Meeting inactivation goals
  - ✓ Mixers not needed at reservoirs
- Design for permanent system on the shelf
  - ✓ Flushing to Reduce Water Age
  - ✓ Adequate residual maintained Island-wide
- ✓ Evaluated Chlorine Demand
  - ✓ Primarily pipe walls
- Main Cleaning (Q4 2015)
  - High velocity flushing
    - Site selection criteria
- ✓ Desk-top comparison of technologies

## Reduce Contamination Risks

- Retrofit Vaults
  - 100% of Combined PRV Vaults
    - Work completed Q2 2015
- Stand Alone Vaults
  - ✓ Inspections
    - ✓ All active/known vaults
  - Retrofits on-going
- Cross Connection Control Program
  - ✓ Ordinance adopted 6/15/15
  - ✓ Hired contractor to develop policies and procedures
  - Developing educational materials
  - ✓ Certification letters/surveys sent to homeowners

## Operating Procedures and Documentation

- ✓ Pressure Control
  - ✓ Purchased and tested 2 high-speed data loggers
  - ✓ Tested bypass valve
  - ✓ Tested of other locations
  - ✓ Good pressure control verified
  - ✓ Verified SCADA capabilities
- Development of written SOPs
  - On-going
  - Complete Q2 2016

## Water Quality Monitoring

- ✓ Event Response and Transition Monitoring
  - ✓ > 1000 samples met goal
  - ✓ > 350 negative coliform samples
  - ✓ Complete Q2 2015
- ✓ Chlorine Surveys
  - ✓ Adequate residual at hydrants and dead-end locations
- ✓ Permanent TCR Plan Monitoring
  - ✓ Plan approved by DOH
  - ✓ Sample stands installed
  - ✓ Began Q3 2015
- Chlorine Residual Plan (Q4 2015)
  - ✓ Surveillance Monitoring
    - ✓ Equipment purchase and training
    - ✓ Began June 2015
    - ✓ On-going
  - ✓ On-line analyzer upgrades Q4 2015

- ✓ = Complete
- = Underway

## CERTIFICATION OF CLAIMS

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered, or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Mercer Island, and that I am authorized to authenticate and certify to said claim.



Finance Director

I, the undersigned, do hereby certify that the City Council has reviewed the documentation supporting claims paid and approved all checks or warrants issued in payment of claims.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

<u>Report</u>	<u>Warrants</u>	<u>Date</u>	<u>Amount</u>
Check Register	179348-179411	01/07/16	\$ 150,909.19
			<b>\$ 150,909.19</b>

**Accounts Payable Report by Check Number**

Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00179348	12/30/2015	T2 SYSTEMS CANADA INC 2015 monthly charges for servi	P85273	231971	12/01/2015	82.13
00179349	12/30/2015	TROY, BRIAN MILEAGE EXPENSE		OH005825	12/29/2015	45.43
00179350	01/04/2016	AWC COBRA Payment Jan 2016 J. Magg	P89233	OH005826	01/01/2016	792.29
00179351	01/04/2016	AWC COBRA Payment Jan 2016 K. Knig	P89232	OH005827	01/01/2016	1,580.10
00179352	01/04/2016	XEROX CORPORATION PRINTER SUPPLIES		230026972	01/01/2016	941.34
00179353	01/07/2016	AMERICAN EXPRESS (LB) Supplies for Parent's Night Ou	P89252	93311DEC2015A	12/28/2015	81.84
00179354	01/07/2016	AMERICAN EXPRESS (YFS) Costco purchases for thrift sh	P89288	93311DEC2015B	12/28/2015	510.04
00179355	01/07/2016	AWC AWC 2016 MEMBERSHIP FEE	P89274	39855	12/30/2015	16,282.00
00179356	01/07/2016	BRZUSEK, DANIELLE Jan 2016 COBRA D. Brzusek.	P89315	OH005843	01/06/2016	962.87
00179357	01/07/2016	CASCADE KENDO-KAI Instruction services for Kendo	P89239	15803/15802	12/30/2015	1,712.90
00179358	01/07/2016	CENTURYLINK PHONE USE DEC 2015		OH005837	12/23/2015	1,580.09
00179359	01/07/2016	CINTAS CORPORATION #460 2015 rug cleaning services for	P85005	460509501/460505	12/17/2015	73.92
00179360	01/07/2016	COMCAST Internet Charges/Fire	P89292	OH005830	12/17/2015	164.21
00179361	01/07/2016	COMCAST 2015 high speed internet and c	P85302	OH005845	12/11/2015	133.28
00179362	01/07/2016	CONFIDENTIAL DATA DISPOSAL Shredding	P89279	84026	12/31/2015	100.00
00179363	01/07/2016	CONSOLIDATED PRESS Printing services for 2016	P89262	15541	12/22/2015	2,067.97
00179364	01/07/2016	COOK, KEVIN FRLEOFF1 Retiree Medical Expen	P89301	OH005831	01/05/2016	40.00
00179365	01/07/2016	DEWEY, RICHARD PERMIT REFUND		1409119	12/11/2015	3,244.00
00179366	01/07/2016	EARTHCORPS INC 2015-2016 Volunteer Recruitmen	P85100	5478	11/30/2015	3,742.00
00179367	01/07/2016	FITTINGS INC. PIPE FITTINGS	P89244	00177280	12/10/2015	117.40
00179368	01/07/2016	FLEMING'S HOLIDAY LIGHTING LLC 2015-2017 Holiday Lighting Dis	P88436	5967	12/01/2015	26,599.15
00179369	01/07/2016	GEMPLER'S INC INVENTORY PURCHASES	P89248	SI02139643	12/16/2015	564.35
00179370	01/07/2016	GILBERT, RACHEL HOLIDAY LIGHT EXPENSE		OH005841	12/31/2015	48.87
00179371	01/07/2016	GLASS, SANDY Luther Burbank Playground Mosa	P86736	OH005846	12/15/2015	2,000.00
00179372	01/07/2016	HEALTHFORCE PARTNERS LLC Dive physical-Schroeder	P89278	26892	12/22/2015	400.00
00179373	01/07/2016	HEDEEN & CADITZ PLLC Professional Services - FS 92	P89257	8031	12/11/2015	28,854.40

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Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00179374	01/07/2016	HUGHES FIRE EQUIPMENT INC Apparatus Parts for 8611	P89298	500015/105/277/2	12/10/2015	1,137.58
00179375	01/07/2016	KROESENS INC Uniforms - Austin/Gaines	P89280	29785	12/17/2015	633.64
00179376	01/07/2016	LAKES HOA, THE OVERPAYMENT REFUND		OH005829	01/04/2016	1,085.30
00179377	01/07/2016	MCNEL SEPTIC SERVICE PUMP OUT GREASE SEPERATOR	P89254	4249	12/29/2015	1,269.93
00179378	01/07/2016	METROPRESORT Printing and Mailing November	P85663	478173/478354/47	11/25/2015	2,329.26
00179379	01/07/2016	MI CHAMBER OF COMMERCE MONTHLY BILLING FOR SERVICES	P89277	OH005833	12/24/2015	1,200.00
00179380	01/07/2016	MI HARDWARE - POLICE Paint for MP	P89283	OH005847	12/31/2015	62.42
00179381	01/07/2016	MI SCHOOL DISTRICT REFUND SPU SERVIE CONN FEE		1502159	12/11/2015	6,688.00
00179382	01/07/2016	MI SCHOOL DISTRICT #400 2016 Operational support for M	P89260	OH005832	01/04/2016	10,541.67
00179383	01/07/2016	MIVAL Proceeds from Holiday Gallery	P89242	OH005848	12/30/2015	2,063.62
00179384	01/07/2016	MPLC Movie Licensing 2016	P89256	503996773	12/21/2015	554.94
00179385	01/07/2016	MULLEN, GARRETT OVERPAYMENT REFUND		OH005840	12/29/2015	806.13
00179386	01/07/2016	PACIFIC PLANTS INC Plants	P89250	76965	12/22/2015	2,821.82
00179387	01/07/2016	PAULETTO, MAUDE Instruction services for Yoga	P89240	15827/15826	12/30/2015	1,444.80
00179388	01/07/2016	PLATT ELECTRIC PARTS TO RETROFIT STREET LIGHT	P89078	I348067	12/14/2015	727.34
00179389	01/07/2016	PUBLIC SAFETY SELECTION PC New EE Eval - Jackson	P89295	3015	08/31/2015	375.00
00179390	01/07/2016	PUBLIC SAFETY TESTING INC Subscription Fees Oct - Dec 20	P89302	20156542	12/22/2015	412.50
00179391	01/07/2016	PUGET SOUND ENERGY Utility Assistance for Emergen	P89289	OH005834	01/05/2016	27.49
00179392	01/07/2016	PUGET SOUND ENERGY Utility Assistance for Emergen	P89289	OH005835	01/05/2016	80.83
00179393	01/07/2016	PUGET SOUND ENERGY ENERGY USE DEC 2015		OH005836	12/23/2015	6,613.45
00179394	01/07/2016	REGIONAL TOXICOLOGY SERVICES Lab fees for C.Harnish clients	P86168	TC20290121515	12/15/2015	14.75
00179395	01/07/2016	RHOADES, LANCE Instruction services for Liter	P89238	OH005849	12/18/2015	1,350.00
00179396	01/07/2016	RICOH USA INC Cost Per Copy/Fire	P89297	5039723684	12/22/2015	165.76
00179397	01/07/2016	RPD DEPOSIT REFUND 3051 84TH AVE S		OH005839	12/04/2015	2,800.00
00179398	01/07/2016	SCHWIETHALE, ZACHRY Web design services for (new)	P89263	163	12/16/2015	1,000.00
00179399	01/07/2016	SEATTLE PUBLIC UTILITIES December 2015 SPU Retail Servi	P89264	OH005851	12/31/2015	3,244.00

**Accounts Payable Report by Check Number**

Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00179400	01/07/2016	SKYLINE COMMUNICATIONS INC EOC INTERNET SERVICE	P89268	008684	01/01/2016	192.55
00179401	01/07/2016	SOUND SAFETY PRODUCTS SAFETY GLASSES	P89245	324661	12/22/2015	1,829.56
00179402	01/07/2016	STRAND, CHRIS W OVERPAYMENT REFUND		OVERPAYMENT REFU	12/29/2015	89.01
00179403	01/07/2016	SUE'S TAILOR & ALTERATION Sew on police patches	P89281	OH005850	12/15/2015	27.38
00179404	01/07/2016	SURREY DOWNS APARTMENTS Rental ass't for EA client NR	P89303	OH005828	01/05/2016	300.02
00179405	01/07/2016	SWERLAND, SCOTT J REFUND SPU SERVICE CONN FEE		1510092	12/11/2015	936.00
00179406	01/07/2016	TRAFFIC SAFETY SUPPLY INVENTORY PURCHASES	P89085	107045	12/22/2015	425.19
00179407	01/07/2016	UNITED SITE SERVICES 2016 Portable Toilet Rentals a	P89258	1143586748	12/16/2015	565.45
00179408	01/07/2016	US BANK MERLTGO09B Admin Fee 2/1/15 to	P89265	7042728/4042730/	07/29/2015	1,275.00
00179409	01/07/2016	VERIZON WIRELESS IGS WIFI, GIS & IGS LOANER	P89253	9757716879	12/23/2015	1,533.82
00179410	01/07/2016	WALKER JR, RUDY MILEAGE EXPENSE		OH005842	12/28/2015	64.40
00179411	01/07/2016	WASHINGTON FIRE CHIEFS 2016 Department Dues	P89293	R2016192	10/08/2015	1,500.00
					Total	<u>150,909.19</u>

**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
<i>Org Key: 402000 - Water Fund-Admin Key</i>				
	00179381	MI SCHOOL DISTRICT	REFUND SPU SERVIE CONN FEE	6,688.00
	00179365	DEWEY, RICHARD	PERMIT REFUND	3,244.00
P89264	00179399	SEATTLE PUBLIC UTILITIES	December 2015 SPU Retail Servi	3,244.00
	00179397	RPD	DEPOSIT REFUND 3051 84TH AVE S	2,800.00
	00179376	LAKES HOA, THE	OVERPAYMENT REFUND	1,085.30
	00179405	SWERLAND, SCOTT J	REFUND SPU SERVICE CONN FEE	936.00
	00179385	MULLEN, GARRETT	OVERPAYMENT REFUND	806.13
P89248	00179369	GEMPLER'S INC	INVENTORY PURCHASES	564.35
	00179402	STRAND, CHRIS W	OVERPAYMENT REFUND	89.01
P89085	00179406	TRAFFIC SAFETY SUPPLY	INVENTORY PURCHASES	91.98
<i>Org Key: CA1100 - Administration (CA)</i>				
	00179352	XEROX CORPORATION	PRINTER SUPPLIES	48.94
<i>Org Key: CR1100 - CORe Admin and Human Resources</i>				
P89302	00179390	PUBLIC SAFETY TESTING INC	Subscription Fees Oct - Dec 20	412.50
	00179352	XEROX CORPORATION	PRINTER SUPPLIES	12.54
<i>Org Key: DS1100 - Administration (DS)</i>				
	00179352	XEROX CORPORATION	PRINTER SUPPLIES	68.74
<i>Org Key: DS1400 - Development Engineering</i>				
P89247	00179401	SOUND SAFETY PRODUCTS	SAFETY GLASSES	9.18
<i>Org Key: DS4550 - Utility Inspection (Clearing)</i>				
P89246	00179401	SOUND SAFETY PRODUCTS	SAFETY BOOTS & MISC. WORK CLOT	297.04
P89247	00179401	SOUND SAFETY PRODUCTS	MISC. WORK CLOTHES	189.02
<i>Org Key: FN1100 - Administration (FN)</i>				
P89265	00179408	US BANK	MERLTGO09B Admin Fee 2/1/15 to	425.00
P89265	00179408	US BANK	MERLTGO11B Admin Fee 2/1/15 to	425.00
P89265	00179408	US BANK	MERLTGOREF13 Admin Fee 2/1/15	425.00
	00179352	XEROX CORPORATION	PRINTER SUPPLIES	109.19
<i>Org Key: FN4501 - Utility Billing (Water)</i>				
P85663	00179378	METROPRESORT	Printing and Mailing November	465.57
P85663	00179378	METROPRESORT	Printing and Mailing November	310.85
P89249	00179401	SOUND SAFETY PRODUCTS	MISC. WORK CLOTHES	175.70
<i>Org Key: FN4502 - Utility Billing (Sewer)</i>				
P85663	00179378	METROPRESORT	Printing and Mailing November	465.58
P85663	00179378	METROPRESORT	Printing and Mailing November	310.84
P89249	00179401	SOUND SAFETY PRODUCTS	MISC. WORK CLOTHES	175.69
<i>Org Key: FN4503 - Utility Billing (Storm)</i>				
P85663	00179378	METROPRESORT	Printing and Mailing November	465.58
P85663	00179378	METROPRESORT	Printing and Mailing November	310.84
<i>Org Key: FNBE01 - Financial Services</i>				
P89277	00179379	MI CHAMBER OF COMMERCE	MONTHLY BILLING FOR SERVICES	1,200.00
<i>Org Key: FR1100 - Administration (FR)</i>				
P89293	00179411	WASHINGTON FIRE CHIEFS	2016 Department Dues	1,500.00

**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
P89295	00179389	PUBLIC SAFETY SELECTION PC	New EE Eval - Jackson	375.00
	00179358	CENTURYLINK	PHONE USE DEC 2015	285.68
P89297	00179396	RICOH USA INC	Cost Per Copy/Fire	165.76
P89291	00179360	COMCAST	Internet Charges/Fire	104.08
P89292	00179360	COMCAST	Internet Charges/Fire	60.13
	00179352	XEROX CORPORATION	PRINTER SUPPLIES	57.15
<i>Org Key: FR2100 - Fire Operations</i>				
P89298	00179374	HUGHES FIRE EQUIPMENT INC	Apparatus Parts for 8611	1,137.58
P89296	00179375	KROESENS INC	Uniforms - Austin/Gaines	322.04
<i>Org Key: GGM004 - Gen Govt-Office Support</i>				
	00179352	XEROX CORPORATION	PRINTER SUPPLIES	38.51
<i>Org Key: GGM005 - Genera Govt-LI Retiree Costs</i>				
P89301	00179364	COOK, KEVIN	FRLEOFF1 Retiree Medical Expen	40.00
<i>Org Key: GX9995 - Employee Benefits-General</i>				
P89232	00179351	AWC	COBRA Payment Jan 2016 K. Knig	1,580.10
P89315	00179356	BRZUSEK, DANIELLE	Jan 2016 COBRA D. Brzusek.	962.87
<i>Org Key: GX9996 - Employee Benefits-Police</i>				
P89233	00179350	AWC	COBRA Payment Jan 2016 J. Magg	792.29
<i>Org Key: IGBE01 - MI Pool Operation Subsidy</i>				
P89260	00179382	MI SCHOOL DISTRICT #400	2016 Operational support for M	10,541.67
<i>Org Key: IGVO01 - AWC Assessment</i>				
P89274	00179355	AWC	AWC 2016 MEMBERSHIP FEE	16,282.00
<i>Org Key: IS2100 - IGS Network Administration</i>				
	00179358	CENTURYLINK	PHONE USE DEC 2015	791.70
P89267	00179409	VERIZON WIRELESS	IGS WIFI, GIS & IGS LOANER	120.03
	00179352	XEROX CORPORATION	PRINTER SUPPLIES	13.48
<i>Org Key: MT2100 - Roadway Maintenance</i>				
P89085	00179406	TRAFFIC SAFETY SUPPLY	STREET SIGNS	333.21
	00179349	TROY, BRIAN	MILEAGE EXPENSE	45.43
<i>Org Key: MT2500 - ROW Administration</i>				
P89243	00179401	SOUND SAFETY PRODUCTS	SAFETY BOOTS & MISC. WORK CLOT	417.91
<i>Org Key: MT3100 - Water Distribution</i>				
P89244	00179367	FITTINGS INC.	PIPE FITTINGS	117.40
P89093	00179401	SOUND SAFETY PRODUCTS	GLOVES	19.60
<i>Org Key: MT3300 - Water Associated Costs</i>				
P89093	00179401	SOUND SAFETY PRODUCTS	MISC. WORK CLOTHES	91.39
	00179410	WALKER JR, RUDY	MILEAGE EXPENSE	64.40
<i>Org Key: MT3500 - Sewer Pumps</i>				
	00179358	CENTURYLINK	PHONE USE DEC 2015	502.71
<i>Org Key: MT3800 - Storm Drainage</i>				
P89245	00179401	SOUND SAFETY PRODUCTS	MISC. WORK CLOTHES	454.03

**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
<i>Org Key: MT4150 - Support Services - Clearing</i>				
	00179352	XEROX CORPORATION	PRINTER SUPPLIES	148.89
<i>Org Key: MTBE01 - Maint of Medians &amp; Planters</i>				
P88436	00179368	FLEMING'S HOLIDAY LIGHTING LLC	2015-2017 Holiday Lighting Dis	26,599.15
P89078	00179388	PLATT ELECTRIC	PARTS TO RETROFIT STREET LIGHT	727.34
<i>Org Key: PO1100 - Administration (PO)</i>				
P89282	00179409	VERIZON WIRELESS	Police Cell Phone bill	1,036.95
	00179352	XEROX CORPORATION	PRINTER SUPPLIES	196.12
<i>Org Key: PO1350 - Police Emergency Management</i>				
P89268	00179400	SKYLINE COMMUNICATIONS INC	EOC INTERNET SERVICE	192.55
<i>Org Key: PO1700 - Records and Property</i>				
P89279	00179362	CONFIDENTIAL DATA DISPOSAL	Shredding	100.00
	00179352	XEROX CORPORATION	PRINTER SUPPLIES	21.93
<i>Org Key: PO2100 - Patrol Division</i>				
P89281	00179403	SUE'S TAILOR & ALTERATION	Sew on police patches	27.38
<i>Org Key: PO2200 - Marine Patrol</i>				
P89280	00179375	KROESENS INC	Patrol jacket for Levinson	311.60
P89283	00179380	MI HARDWARE - POLICE	Electrical cables	48.26
P89283	00179380	MI HARDWARE - POLICE	Paint for MP	14.16
<i>Org Key: PO2201 - Dive Team</i>				
P89278	00179372	HEALTHFORCE PARTNERS LLC	Dive physical-Schroeder	400.00
<i>Org Key: PR0000 - Parks &amp; Recreation-Revenue</i>				
P89242	00179383	MIVAL	Proceeds from Holiday Gallery	2,063.62
<i>Org Key: PR1100 - Administration (PR)</i>				
P89241	00179363	CONSOLIDATED PRESS	Printing services for 2016	504.80
<i>Org Key: PR2100 - Recreation Programs</i>				
P89256	00179384	MPLC	Movie Licensing 2016	554.94
	00179352	XEROX CORPORATION	PRINTER SUPPLIES	11.95
<i>Org Key: PR2101 - Youth and Teen Camps</i>				
P89253	00179409	VERIZON WIRELESS	Use charges for Parks cell pho	30.14
<i>Org Key: PR2108 - Health and Fitness</i>				
P89240	00179387	PAULETTO, MAUDE	Instruction services for Yoga	1,062.60
P89239	00179357	CASCADE KENDO-KAI	Instruction services for Kendo	990.15
P89239	00179357	CASCADE KENDO-KAI	Instruction services for Kendo	722.75
P89240	00179387	PAULETTO, MAUDE	Instruction services for Yoga	382.20
P89252	00179353	AMERICAN EXPRESS (LB)	Supplies for Parent's Night Ou	81.84
<i>Org Key: PR3500 - Senior Services</i>				
P89262	00179363	CONSOLIDATED PRESS	Printing and mailing of Lookin	1,063.17
P89262	00179363	CONSOLIDATED PRESS	Printing and mailing of Lookin	500.00
P89253	00179409	VERIZON WIRELESS	Use charges for Parks cell pho	50.64
<i>Org Key: PR4100 - Community Center</i>				



**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
	00179393	PUGET SOUND ENERGY	ENERGY USE DEC 2015	5,036.66
P89254	00179377	MCNEL SEPTIC SERVICE	PUMP OUT GREASE SEPERATOR	1,269.93
P85302	00179361	COMCAST	2015 high speed internet and c	133.28
	00179352	XEROX CORPORATION	PRINTER SUPPLIES	92.41
	00179370	GILBERT, RACHEL	HOLIDAY LIGHT EXPENSE	48.87
P89253	00179409	VERIZON WIRELESS	Use charges for Parks cell pho	32.54
<i>Org Key: PR5500 - Literary Program</i>				
P89238	00179395	RHOADES, LANCE	Instruction services for Liter	1,350.00
<i>Org Key: PR6100 - Park Maintenance</i>				
P89253	00179409	VERIZON WIRELESS	Use charges for Parks cell pho	36.18
	00179352	XEROX CORPORATION	PRINTER SUPPLIES	14.93
<i>Org Key: PR6200 - Athletic Field Maintenance</i>				
P89253	00179409	VERIZON WIRELESS	Use charges for Parks cell pho	56.29
<i>Org Key: PR6500 - Luther Burbank Park Maint.</i>				
	00179393	PUGET SOUND ENERGY	ENERGY USE DEC 2015	1,576.79
P85005	00179359	CINTAS CORPORATION #460	2015 rug cleaning services for	73.92
P89253	00179409	VERIZON WIRELESS	Use charges for Parks cell pho	72.56
<i>Org Key: PR6600 - Park Maint-School Related</i>				
P89253	00179409	VERIZON WIRELESS	Use charges for Parks cell pho	28.34
<i>Org Key: PR6700 - I90 Park Maintenance</i>				
P89258	00179407	UNITED SITE SERVICES	2016 Portable Toilet Rentals a	338.65
P89258	00179407	UNITED SITE SERVICES	2016 Portable Toilet Rentals a	151.20
P85273	00179348	T2 SYSTEMS CANADA INC	2015 monthly charges for servi	82.13
P89253	00179409	VERIZON WIRELESS	Use charges for Parks cell pho	70.15
<i>Org Key: WD312D - Sub Basin 6 Drainage Pipe</i>				
P89250	00179386	PACIFIC PLANTS INC	Plants	131.40
<i>Org Key: WP122P - Open Space - Pioneer/Engstrom</i>				
P85100	00179366	EARTHCORPS INC	2015-2016 Volunteer Recruitmen	1,810.00
P89258	00179407	UNITED SITE SERVICES	2016 Portable Toilet Rentals a	75.60
<i>Org Key: WP122R - Vegetation Management</i>				
P85100	00179366	EARTHCORPS INC	2015-2016 Volunteer Recruitmen	1,932.00
P89250	00179386	PACIFIC PLANTS INC	Plants	87.60
<i>Org Key: WP310D - Street End - Calkins Landing</i>				
P89250	00179386	PACIFIC PLANTS INC	Plants	2,602.82
<i>Org Key: XG300R - Fire Station 92 Replacement</i>				
P89257	00179373	HEDEEN & CADITZ PLLC	Professional Services - FS 92	28,854.40
<i>Org Key: XG500A - Mosaic at LB Playground</i>				
P86736	00179371	GLASS, SANDY	Luther Burbank Playground Mosa	2,000.00
<i>Org Key: YF1100 - YFS General Services</i>				
	00179352	XEROX CORPORATION	PRINTER SUPPLIES	24.33
<i>Org Key: YF1200 - Thrift Shop</i>				

**Accounts Payable Report by GL Key**

<b>PO #</b>	<b>Check #</b>	<b>Vendor:</b>	<b>Transaction Description</b>	<b>Check Amount</b>
P89263	00179398	SCHWIETHALE, ZACHRY	Web design services for (new)	1,000.00
P89288	00179354	AMERICAN EXPRESS (YFS)	Costco purchases for thrift sh	482.39
	00179352	XEROX CORPORATION	PRINTER SUPPLIES	82.23
P89288	00179354	AMERICAN EXPRESS (YFS)	Costco purchases for thrift sh	66.98
P89288	00179354	AMERICAN EXPRESS (YFS)	Return of rubberbands (wrong t	-39.33
<i>Org Key: YF2100 - School/City Partnership</i>				
P86168	00179394	REGIONAL TOXICOLOGY SERVICES	Lab fees for C.Harnish clients	14.75
<i>Org Key: YF2600 - Family Assistance</i>				
P89303	00179404	SURREY DOWNS APARTMENTS	Rental ass't for EA client NR	300.02
P89289	00179392	PUGET SOUND ENERGY	Utility Assistance for Emergen	80.83
P89289	00179391	PUGET SOUND ENERGY	Utility Assistance for Emergen	27.49
<b>Total</b>				<b>150,909.19</b>



**BUSINESS OF THE CITY COUNCIL  
CITY OF MERCER ISLAND, WA**

**AB 5149  
January 19, 2016  
Regular Business**

**DISCUSS GROUND LEASE WITH THE MERCER ISLAND CENTER FOR THE ARTS ("MICA") FOR USE OF THE RECYCLING CENTER SITE AT MERCERDALE PARK**

**Proposed Council Action:**

No action required. Discuss proposed ground lease with MICA.

**DEPARTMENT OF**

City Attorney (Kari Sand)

**COUNCIL LIAISON**

n/a

**EXHIBITS**

1. AB 5133, dated November 16, 2015
2. Proposed Ground Lease and Exhibit A thereto (legal description of the Premises subject to the Lease)
3. Graphic of proposed Center redesign

**APPROVED BY CITY MANAGER**

<b>AMOUNT OF EXPENDITURE</b>	\$	n/a
<b>AMOUNT BUDGETED</b>	\$	n/a
<b>APPROPRIATION REQUIRED</b>	\$	n/a

**SUMMARY**

The City Council last discussed the proposed Ground Lease with the Mercer Island Center for the Arts ("MICA") during the November 16, 2015 regular meeting. See AB 5133, at Exhibit 1. Since then, the Lease has been revised to incorporate Council feedback from the November 16, 2015 meeting, and most recently, MICA has redesigned the layout and location of the Center to avoid direct impacts to the nearby Category III wetland. The latest draft of the proposed Ground Lease and Exhibit A thereto, the Legal Description of Premises, are attached. See Exhibit 2. The Lease is subject to further revision, as appropriate, based on direction received from Council.

**OVERVIEW OF NEW LEASE TERMS SINCE THE 11/16/15 COUNCIL MEETING**

- **Payment & Performance Bond Requirement** – MICA will require its prime contractor to post a payment and performance bond equal to 100% of the construction contract's value to ensure the Center is completed and all laborers and materialmen are paid. **(Section 2(a)(vi))**
- **Start Date of Agreement & 50-Year Initial Term Clarified** – Text has been added to clarify the start date of Lease (contract) as distinguished from the start date of the initial, 50-year Term. **(Section 3(b))**
- **Environmental Site Assessment** – At its sole expense, MICA hired the Seattle-based firm, Aerotech Environmental Consulting, Inc., to prepare a Phase I Environmental Site Assessment report, as contemplated by an earlier iteration of the Lease given the known prior use of the site as a Recycling Center. Aerotech's report, dated December 18, 2015, is based largely on a review of

historical records to determine the presence or likely existence of hazardous materials and environmental contaminants on site and the potential for environmental liabilities and risk under federal (and state) law. The report concludes that no further action, such as a Phase II assessment, is warranted given the risk of contamination is so minimal. Accordingly, the Lease has been revised to reflect this new information.

- **Wetland Mitigation Costs** – Significantly, MICA recently redesigned the Center’s layout and location on the Premises to avoid direct impacts to the nearby Category III wetland. MICA proposes to reduce the standard 50-foot buffer width to a 25-foot buffer width through mitigation. The mitigation details will not be fully analyzed and addressed until later at the permitting stage. Text has been added to reflect that MICA will be responsible for any costs of any mitigation related to buffer reduction that may be required for the Center’s construction. **(Section 3(e))**
- **City’s Privileges for Center Use** – A “preamble” has been added to page 1 of the Lease that refers to the respective missions of the City and MICA, and in addition, commits to a “working relationship throughout the term of [the Lease] based on the principles of mutual cooperation and goodwill, always with the ultimate interests of the people of Mercer Island in mind.” Section 5 of the Lease has been revised to state that the annual schedule for the City’s use of Center will be reasonably accommodated “to ensure that the City can exercise its rights to use the Center set forth in Section 2.d.” **(Preamble & Section 5(a)(iii))**
- **Center Maintenance Plans & “First-class” Standard** – MICA will formulate annual maintenance plans, to be provided to the City, for the Premises, in addition to a capital replacement plan and creation of a reserve account for all equipment and major systems (e.g., roof, HVAC system, etc.). All maintenance plans will provide for the Center to be maintained in a first-class manner, which will be at least the same level as the City maintains the Mercer Island Community and Event Center. **(Section 9(b))**
- **Signs & Naming** – MICA shall have sole discretion in the naming of interior rooms, spaces and areas within the Center. The name place on the exterior of the Center must be approved by the City, which approval will not be unreasonably withheld, conditioned or delayed, provided that the City shall not, for any reason, withhold its approval of the names “MICA,” “Mercer Island Center for the Arts” or the name or names of any donor, sponsor, volunteer or patron selected by MICA, in its sole discretion. **(Section 11(b))**
- **Liens and Insolvency** – Text has been added to expressly state that MICA shall keep the Center and the Premises free from encumbrances including mortgages, deeds of trust and any liens arising out of any work performed, materials furnished, or obligations incurred by MICA. **(Section 17)**
- **Assignment** – Text has been added to state that MICA shall not assign or sublet its rights and responsibilities under the lease without the City’s written authorization, which authorization will be in the City’s discretion based on the financial strength and experience of the proposed assignee. **(Section 21)**
- **Damage or Partial Destruction & Election to Terminate** – Text has been added to clarify that in the event the cost of repairing damage to the Center exceeds 50% of the value the Center would have after such repair work is performed, then MICA may, at its option and upon 4 weeks prior written notice to the City, elect to: (1) not perform the repairs; (2) tender to the City an amount equal to the Center’s reasonable repair costs; and (3) surrender ownership of the Center to the City. Upon completion of steps (1) through (3), the Lease shall terminate.
- **Exhibit A – Legal Description** – Based on MICA’s redesign of the Center’s building footprint and layout to avoid direct impacts to the nearby Category III wetland, MICA revised Exhibit A, the legal

description of the Premises subject to the Lease. The City desires to determine the exact boundaries of the Premises in relation to the proposed new layout of the Center to gain a better understanding of proposed building setbacks for purposes of the zoning code text amendment explained below. According to the survey prepared by Redmond-based Axis Survey & Mapping, dated 1/11/16, that was obtained at MICA's sole expense, the Premises consists of an area of +/- 42,207 square feet.

## KEY ISSUES GOING FORWARD

As previously noted in AB 5133, there are several key issues that will need to be addressed prior to and through the permitting process if the MICA project is to move to construction. These issues do not need to be resolved now in order to approve the proposed Lease. Under the terms of the Lease, these issues will need to be resolved prior to issuance of permits for construction of the Center.

- **Zoning Code (P zone):** Currently, the Public Institution (P) zone does not include as an allowed use a center for the performing and visual arts, so a code text amendment will be needed if this project moves forward. Further, any development within the P zone must comply with the applicable sections of chapter 19.11 MICC, Town Center Development and Design Standards, and these standards are being re-written as part of the Town Center Visioning and Development Code Update currently underway. The work plan for the Town Center Update does not include any P zone or other code changes specific to the MICA project, and it is contemplated that this P zone work will be handled separately.
- **Wetland – Mitigation for Proposed Buffer Reduction:** Based on MICA's proposed redesign of the Center's layout and location and the revised legal description for the Premises, the Center will avoid direct impacts to the nearby Category III wetland. MICA further proposes to reduce the buffer width from 50 to 25 feet through mitigation, as allowed by code. The mitigation details will not be fully analyzed and addressed until later at the permitting stage.
- **Parking:** The site cannot accommodate required parking, so appropriate off-site parking acceptable to the City will need to be identified. Currently, the MICC requires that parking be on-site or on adjacent property. To date, MICA has not identified any parking locations consistent with the MICC.

## RECOMMENDATION

*City Attorney*

No Council action required – discussion item only.



**BUSINESS OF THE CITY COUNCIL  
CITY OF MERCER ISLAND, WA**

**AB 5133  
November 16, 2015  
Regular Business**

**DISCUSS THE DRAFT GROUND LEASE BETWEEN THE CITY AND THE MERCER ISLAND CENTER FOR THE ARTS ("MICA") FOR USE OF THE RECYCLING CENTER SITE AT MERCERDALE PARK**

**Proposed Council Action:**

Discuss the draft Ground Lease and provide direction to City staff.

<b>DEPARTMENT OF</b>	City Attorney (Kari Sand)
<b>COUNCIL LIAISON</b>	n/a
<b>EXHIBITS</b>	1. Draft Ground Lease and Exhibit A thereto
<b>APPROVED BY CITY MANAGER</b>	

<b>AMOUNT OF EXPENDITURE</b>	\$	n/a
<b>AMOUNT BUDGETED</b>	\$	n/a
<b>APPROPRIATION REQUIRED</b>	\$	n/a

**SUMMARY**

**BACKGROUND**

In response to Youth Theater Northwest ("YTN") losing its site on school district property due to the school construction projects, in 2013, the Council agreed to make the Recycling Center site next to Mercerdale Park available for YTN to develop a new performance facility. The City executed a Letter of Agreement with YTN setting out the basic provisions of the potential use of the Recycling Center site. Thereafter, the Mercer Island Center for the Arts ("MICA") was formed to serve as the lead on fundraising and development of the project. The City then executed a new Letter of Agreement to substitute MICA for YTN as the party that will undertake the design, construction, financing and management of the facility.

To move forward with Council direction and the term of the Letter of Agreement, City staff has undertaken negotiations with MICA to develop a proposed lease for the site. The lease from PEAK to the school district served as the starting point for this negotiation. MICA proposes to construct and operate a center for the performing and visual arts and for arts education programs, including theatres, a recital hall, classrooms, a food and beverage venue and other arts and arts education spaces on the Recycling Center site at Mercerdale Park, located generally at the southwest corner of 77<sup>th</sup> Avenue SE and SE 32<sup>nd</sup> Street. To date, MICA has not submitted a building permit application. MICA will be subject to the City's land use regulations and building permit processes in effect at the time a complete application for a building permit is submitted.

Please note that the draft Ground Lease at Exhibit 1 (note that all Section references below are to Exhibit 1) is subject to further revision as negotiations between the City and MICA remain on-going. Exhibit A, Legal Description of Premises, will be included once it is independently verified by a surveyor on behalf of the City. Further revisions are also expected based on direction received from Council.

## KEY TERMS OF DRAFT GROUND LEASE FOR CITY COUNCIL CONSIDERATION

- **City Land at Mercerdale Park:** The Center is proposed to be constructed on City-owned land at Mercerdale Park in the area known as the Recycling Center site. Proposed Exhibit A to the draft Ground Lease is a legal description of the Premises proposed to be subject to this lease.
- **Timing of Center Design, Construction & Operation:** At its sole expense, MICA shall fund the design and construction of a center for the performing and visual arts ("the Center"), which thereafter will be operated and controlled by MICA. Other protections to the City in terms of the Center's design, construction and operation include but are not limited to the following:
  - MICA must comply with all applicable land use and permitting regulations and obtain City permits. (Section 2(a)(iii))
  - The property is leased only on an "AS IS" basis; the City is making no guarantees about the suitability of the property. (Section 3(d))
  - Prior to the start of construction, MICA is required to obtain pledges or financing equal to 100% of the Center's projected total construction costs. (Section 3(f))
  - MICA must secure the City's approval of an Operating Plan and Budget for the Center to demonstrate that MICA will be financially capable of maintaining operations of the Center and compliance with this lease. (Section 2(a)(v))
  - The lease obligates MICA to construct the Center in a timely manner and requires that within 5 years after the date of this lease, MICA will have obtained at least 70% of the Center's projected total construction costs. It further requires that within 7 years after the date of this lease, MICA obtain 100% of the Center's projected total construction costs. (Section 3(b) & (c))
  - Construction of the Center must be completed within 2 years after it begins. (Section 3(b)).
  - MICA must defend and indemnify the City under the terms of the Lease and will need to maintain adequate insurance. (Sections 13 & 14)
  - City will have the right to inspect the Center at regular intervals. (Section 16)
- **Term of Lease:** A 2-year Construction Period is anticipated, followed by a 50-year initial term with 3 options to extend for 10 years each. (Section 3)
- **Annual Rent in Exchange for Public Benefits:** MICA will pay the City \$1.00 per year in exchange for the City's use of the Center on a priority basis, provision of public restrooms at Mercerdale Park, and other public benefits. (Sections 2, 4 & 5) "Other public benefits" include but are not limited to the following:
  - On-site storage, hot and cold water sinks and electrical outlets for the Mercer Island Farmers Market and for the City's annual Summer Celebration events;
  - New public restrooms to replace the existing outdated restrooms;
  - New public plaza to include improved park amenities (benches, tables, waste and recycling receptacles and drinking fountains) or other landscaped outdoor open spaces;
  - Drainage work to benefit both the Premises and Mercerdale Park;
  - Replacement of portions of the Northwest Native Gardens;
  - Replacement of portions of the Bicentennial Park amenities (flag pole and seating area);
  - Indoor/outdoor eating venue (to the extent economically viable, as determined solely by MICA);
  - An outdoor theatre stage that faces the grassy area of Mercerdale Park for public performances;
  - Removal of the Recycling Center buildings and pavement;
  - Use of the Center for City-related public meetings and City-sponsored art classes; and
  - Use of the Center as a Back-up Emergency Operations Center for the City.

- **Utilities:** During the lease term, all utilities will be paid by MICA. (Section 8)
- **Indemnification & Insurance:** The proposed provisions and coverage limits need to be sent to the Washington Cities Insurance Authority ("WCIA") for review. (Sections 13 & 14)
- **Termination:** If MICA declines to exercise an option to extend the Term, the lease will terminate at the end of the current Term. If the City terminates the lease based on default by MICA, the City will take immediate ownership of the Center with no obligation to reimburse MICA. If the Center is substantially complete at termination, then MICA will pay the City an amount equal to three years' worth of operating expenses, and the City will use good faith efforts to identify a replacement tenant. If a replacement tenant is found, then the City will reimburse MICA a prorated amount of the operating expenses. If the Center is not substantially complete at termination, then MICA is responsible to reimburse the City to restore the Premises, including but not limited to demolition and removal costs for the Center and related improvements.

### KEY ISSUES GOING FORWARD

There are several key issues that will need to be addressed in the future if the project is to move to construction. These issues do not need to be resolved now in order to approve the proposed lease. Under the terms of the lease, these issues will need to be resolved prior to issuance of permits for construction of the Center.

- **Zoning Code ("P"-zone):** Currently, the "Public Institution" ("P") zone does not include as an allowed use a center for the performing and visual arts, so a code text amendment will be needed if this project moves forward.
- **Wetland:** Currently, the Mercer Island City Code ("MICC") does not allow alteration of a wetland over one acre in size, and the wetland at the proposed Premises is over two acres in size. This is the case under current City Code even though the wetland that would be impacted is a lower value wetland and MICA proposes mitigation to offset the impacts. Given the MICC, to move forward with permitting and construction, the current proposal for the Center will either need to be revised to comply with the current Code (such as re-orient or relocate the building on the site, reduce the building's footprint, or other revisions), or the City will need to update its wetland regulations. More recently updated wetland codes adopted in other cities would allow the development to proceed under these facts if appropriate on-site or off-site mitigation, in the city's determination, were agreed to such that equivalent or greater hydrological, water quality and wetland habitat functions will be achieved. The City may consider such provisions consistent with "best available science."
- **Parking:** The site cannot accommodate required parking, so appropriate off-site parking acceptable to the City will need to be identified.

### POTENTIAL ADVISORY ELECTION PROCESS AND COST ESTIMATES

The City Council previously asked for information about an advisory election to be provided at the same time a draft ground lease is considered. An "Advisory Vote" is a tool that the Mercer Island City Council may use to gauge the level of community support for a proposed project. For example, the question of whether the City should lease a portion of Mercerdale Park for the potential construction of a performing and visual arts center could be submitted to the voters as an advisory vote. The results of an advisory vote are non-binding and do not change local law.

If the City Council were to put a question to the voters, it would be in the form of a ballot measure. The Council would choose the election date they would want the ballot measure on, the City Attorney would



draft a ballot title and resolution, the Council would pass the resolution to place a measure on the ballot, and the City Clerk will file the resolution with the King County Director of Elections.

An advisory vote could cost anywhere from \$20,000 to \$70,000, depending on when the election is held (a special election would be the most expensive) and how many other items are on the ballot (the costs are split between all of the jurisdictions with ballot measures).

## RECOMMENDATION

*City Attorney*

Provide direction to City staff on the key terms of the draft Ground Lease between the City and MICA.

## GROUND LEASE AND USE AGREEMENT

THIS GROUND LEASE AND USE AGREEMENT ("Agreement") is made as of the \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the CITY OF MERCER ISLAND, a Washington municipal corporation ("City"), and the MERCER ISLAND CENTER FOR THE ARTS, a Washington nonprofit corporation ("MICA").

### PREAMBLE:

The City and MICA share the long-term mission of building a vibrant, socially-engaged community on Mercer Island. One of the City's missions, as stated by its Arts Council, is "to nurture, promote, and support high-quality cultural arts activities for the Community." MICA's mission is to provide "a cultural focal point on Mercer Island where Islanders and people from throughout the Puget Sound area gather to converse and create, to celebrate excellence in the lively arts, and to inspire generations of artists, audiences, and students through exceptional live performances, special events, exhibitions, and educational experiences." To fulfill those missions, the parties will need to collaborate as described in this Agreement and in other ways not described in this Agreement. Therefore, both parties commit to a working relationship throughout the term of this Agreement based on the principles of mutual cooperation and goodwill, always with the ultimate interests of the people of Mercer Island in mind. For example, and not by way of limitation, the parties may work together to improve the environmental conditions in and safety of Mercerdale Park, improve community facilities located within Mercerdale Park and Bicentennial Park, and plan and present existing and new community activities and events.

### RECITALS:

- A. The City owns property commonly known as the "Recycling Center," "Bicentennial Park" and the "Northwest Native Garden," located generally at the southwest corner of 77<sup>th</sup> Ave. SE and SE 32<sup>nd</sup> St., Mercer Island, Washington;
- B. A portion of said property has been designated and legally described in Exhibit A, which is incorporated herein by this reference (the "Premises");
- C. The Premises are between and adjacent to the grassy area of Mercerdale Park and the Mercerdale Hillside (collectively "Mercerdale Park");
- D. Subject to the City's land use regulations and building permit processes in effect at the time a complete application is submitted, MICA desires to lease the Premises from the City for purposes of constructing and operating a center for the performing and visual arts and for arts education programs, including theatres, a recital hall, classrooms, a food and beverage venue and other arts and arts education spaces (the "Center"), the construction of which will be managed and financed by MICA and which will then be operated and controlled by MICA;

- E. The City will benefit by having access to the Center and will be able to use the Center for its own arts, educational and recreational purposes as well as to benefit the Mercer Island Farmers Market and Mercerdale Park users;
- F. The Mercer Island community will also benefit by the provision of arts facilities that will replace the youth theatre venue formerly located at SE 40<sup>th</sup> St. on what is commonly referred to as the Mercer Island School District's North Mercer Campus that was lost due to the construction of a new elementary school;
- G. The leasing of the Premises to MICA will not materially interfere with the continued use of Mercerdale Park for recreational and park purposes, nor will it interfere with the adjacent operation of the Farmer's Market or the City's annual Summer Celebration events.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the City and MICA mutually agree as follows:

**1. PURPOSE OF AGREEMENT.**

This Agreement provides for the leasing of the Premises to MICA and for the development, operation and maintenance of the Center by MICA on the Premises. This Agreement is also intended to provide a framework for the City and MICA as to the use of parts of the Center by the City at certain times as well as to provide access, as required by the City, to certain parts of the Center by the public and by certain other entities for the purposes herein provided.

**2. PROJECT DESCRIPTION.**

a. Construction and Operation of the Center. Subject to the provisions of this Agreement, MICA shall design, construct, maintain and operate the Center. The design and construction of the Center shall be at the sole responsibility of MICA. The design and construction of the Center shall be subject to the following considerations and provisions:

(i) During the development of the Center design, the schematics and draft plans and specifications shall be provided to the City's Representative (identified in Section 27) for review at appropriate intervals so the City can confirm that there are no conflicts with the City's desired use of Mercerdale Park and that the Center project will be aesthetically consistent with Mercerdale Park.

(ii) MICA shall regularly communicate with the City's Representative during Center design, preconstruction activities, construction activities, and post-construction activities. Notwithstanding this regular communication, MICA shall provide the City's Representative with written notice of its intent to begin construction at the Premises not less than thirty (30) days prior to the commencement of such construction and shall

use its best efforts to coordinate construction activities on the Premises with City activities at Mercedale Park.

(iii) The final design of the Center project – including but not limited to signage, landscaping, traffic flow and parking – and any subsequent plans and specifications for additions or improvements thereto, shall be subject to the City's land use regulations and building permit processes, including Design Commission review if applicable, in effect at the time a complete application for a building permit is submitted.

(iv) Prior to commencing construction MICA shall obtain the approval of the City's Representative for any temporary use of City property other than the Premises in order to facilitate the construction of the Center (e.g., staging areas) and for any interference that construction will cause in the use of Mercedale Park or other City property.

(v) Prior to commencing construction, MICA shall be required to secure the City's approval (at the City's sole discretion) of an Operating Plan and Budget for the Center. The Plan and Budget must demonstrate that MICA will be financially capable of maintaining operations of the Center and compliance with this Lease. During the Term, MICA shall be solely responsible for operation of the Center.

(vi) MICA shall require the prime contractor with which it contracts to build the Center to post a payment and performance bond in the amount of 100% of the amount of the prime contract to ensure the Center is completed and all laborers and materialmen are paid.

(vii) MICA shall be required to operate the Center for the Term of the tenancy under this Agreement consistent with Section 3 of this Agreement.

b. Compliance with Laws; Permits; Related Legal Proceedings. MICA shall abide by all applicable laws, regulations and ordinances in constructing and operating the Center and in using the Premises, including, without limitation, possessing all required licenses, certifications, or other approvals (whether required to be held by MICA as an entity or by MICA's individual employees, volunteers, subtenants, or other agents) relevant to MICA's use of the Premises for specific programs. In addition, MICA agrees to the following:

(i) MICA shall obtain any necessary approvals and permits as may be required by any applicable law or regulation prior to beginning construction on the Premises. The costs of all fees connected with acquiring required approvals and permits shall be the exclusive responsibility of and shall be paid by MICA.

(ii) Without limiting Section 2(b)(i) above, MICA shall, at its sole cost and expense, perform all actions necessary to comply with any and all traffic mitigation

measures and traffic management requirements that may be required as a condition of MICA's use of the Premises for the Center and/or the construction of the Center on the Premises. The City shall be responsible for implementing traffic management related to any City use of the Center.

Any approvals given by the City's Representative pursuant to Section 2(a) shall not relieve MICA of its obligations under this Section 2(b).

c. Project Funding. Except as otherwise provided in this Section 2(c), MICA shall meet all funding requirements set forth in this Agreement and Section 3(f) below, including but not limited to the requirement to have raised, received pledges or obtained financing for one hundred percent (100%) of the Center's projected total construction costs prior to the start of construction. The City shall be responsible only for its legal and consulting costs related to the negotiation and approval of this Agreement and any associated administrative and judicial appeals.

Notwithstanding the foregoing, nothing in this Lease shall prevent the City from voluntarily contributing additional funds to the Project, making other off-site improvements benefitting the Project and the Center, or providing in-kind services to MICA.

d. Public Benefits. In partial consideration for this Agreement, MICA covenants and agrees to include within the Center the following public benefits and features that would have otherwise required the expenditure of public funds:

- (i) Improve the condition, health and safety of Mercerdale Park
  - removal of the old Recycling Center buildings and pavement unless removed by Mercer Island School District #400
  - lighting, walkway and safety improvements within the Premises
  - wetlands and drainage enhancement and mitigation as may be required under applicable regulations
  - public restrooms to replace the existing outdated restrooms
  
- (ii) Preserve, enhance and promote new community facilities at or near the current Recycling Center
  - public plaza to include improved park amenities (benches, tables, waste and recycling receptacles and drinking fountains) or other landscaped outdoor open spaces;
  - replacement of portions of the Northwest Native Garden that have fallen into disrepair
  - replacement of portions of Bicentennial Park amenities (such as the flag pole and seating area) that have fallen into disrepair
  - outdoor theatre stage that faces the grassy area of Mercerdale Park for public performances

- an indoor/outdoor eating venue that will be open to the public to the extent the venue remains economically viable, as may be determined by MICA in its sole discretion
- (iii) Promote the on-going success of existing and new community activities at Mercedale Park
- hot and cold water sinks, meeting applicable regulatory requirements, and electricity outlets for Mercer Island Farmer’s Market vendors as long as the Farmer’s Market operates on Mercer Island
  - sinks and electricity outlets will also be made available for the annual Mercer Island Summer Celebration events and other City-sponsored outdoor use of Mercedale Park
  - on-site storage for Mercer Island Farmer’s Market equipment as long as the Farmer’s Market operates on Mercer Island
- (iv) Provide the City access to the Center
- use of spaces within the Center for City-related public meetings
  - use of classroom space for City-sponsored art classes
  - use of the Center as a back-up Emergency Operations Center (“EOC”) (any additional costs related to such use will be paid by the City); during an emergency, use of the Center as a back-up EOC shall take precedence over all other Center uses
  - other purposes dependent on the needs of the City

**3. RIGHT TO USE REAL PROPERTY FOR CENTER.**

a. Lease of Premises. In consideration for the commitments set forth below regarding the City's use of the Center and other valuable consideration, the City hereby leases to MICA and MICA leases from the City, as provided below, the Premises “as is”(subject to Section 3.d., below), together with all improvements on said property in the condition in which it now exists. The City represents and warrants that it has full right and power to enter into this Agreement, and to convey the leasehold interest described herein to MICA on the terms and conditions contained in this Agreement.

b. Term. The term of the tenancy under this Agreement shall be as follows:

(i) a period of time following the execution of this lease to raise the funds for construction of the Center and fulfill all other requirements set forth in this Agreement including the acquisition of all approvals and permits required by Sections 2(a) and 2(b), which period will not exceed the period of time detailed in Sections 3.g.(i) and (ii), below; plus

(ii) the period of time to construct the Center, which period will not exceed two (2) years to achieve Substantial Completion; plus

(iii) fifty (50) years.

The two year construction period will commence at the time MICA issues a Notice to Proceed to the prime contractor which is to construct the Center. The fifty (50) year occupancy term shall commence upon the City's receipt of written notice from MICA that the Center is substantially complete. The written notice shall be provided by a Commencement Certificate, the form of which is attached as Exhibit B. Notwithstanding MICA's duty to provide the City with written notice that the Center construction is substantially complete, the City may request an official determination regarding whether construction of the Center is substantially complete by contacting MICA's Designated Representative, as established in Section 27, and, if necessary, through use of the dispute resolution procedures contained in Section 12. The term "substantially complete" shall mean when the City has issued a temporary certificate of occupancy for the Center or at any time in which the Center is fully occupied by MICA, whichever is earlier. MICA shall be deemed to have accepted possession of the Premises on the Commencement Date. Prior to the Commencement Date and subject to Section 3(h), MICA shall have no right to possess or otherwise occupy the Premises or, without prior approval of the City, place any items of personal property on the Premises.

c. Option to extend. MICA shall have the option to extend the term of the tenancy under this Agreement up to three (3) periods of ten (10) years each under the same terms and conditions as during the initial term. The initial term, as such may be extended, is referred to herein as the "Term." MICA shall be deemed to have exercised each such option unless it gives notice to the City of its intention to not exercise such option at least six (6) months prior to the expiration of the initial term and any extensions thereto; and provided further that, the approval and commencement of any option term is contingent on MICA's completion of all routine and extra maintenance necessary to maintain the Center in a manner appropriate for the Center's age. For purposes of determining whether MICA has met its maintenance obligations, MICA and the City shall mutually agree upon a professional inspection team, which shall inspect the Center and report on its condition. MICA shall be solely responsible for all costs associated with such inspection. Any extension shall be governed by the terms and conditions of this Agreement. Any further extensions of this Agreement are to be mutually agreed upon between the parties, and the City agrees to negotiate in good faith if MICA requests extensions of the term.

d. Environmental Responsibility. Nothing contained in this Lease shall be construed as MICA's agreement to assume any liabilities or obligations the City may have under applicable law as a consequence of the Release (as defined in Section 15, below) of any Hazardous Substance (as defined in Section 15, below) onto, into or under the Premises, or any other environmental contamination of the Premises, prior to the Commencement Date. MICA has obtained, at its sole cost and expense, a Phase I Environmental Assessment ("Phase I EA") of the Premises and has provided the City with a copy of the Phase I EA. The Phase I EA has found no evidence of any contamination on the Premises and does not recommend any further investigation. The City and MICA have determined that a Phase II Environmental Assessment ("Phase II EA") is not necessary.

e. Wetlands. The parties acknowledge the existence of a Category III wetland adjacent to the Premises and a buffer zone for that wetland on a portion of the Premises. MICA will be responsible for any costs of any mitigation which may be required for the construction of the Center.

f. Modifications to Premises. The City recognizes that the existing condition of the Premises will be modified by the construction and development of the Center.

g. Timeliness. This Agreement is conditioned upon MICA's covenant to construct the Center in a timely manner, consistent with the following:

(i) MICA shall have received contributions or pledges equal to at least seventy percent (70%) of the Center's projected total construction costs within five (5) years after the date of this Agreement; provided that, the City may grant extensions as required if MICA demonstrates, in the City's sole discretion, that it has engaged in good faith efforts to secure the funds and has reasonable expectations for raising the required funds. The length of any extension granted by the City pursuant to this Section 3(f)(i) shall be determined by the City, in its sole discretion, based upon the facts and circumstances of MICA's request for such extension.

(ii) Notwithstanding the requirements of Section 3(f)(i) above, MICA shall have received contributions, pledges or financing equal to one hundred percent (100%) of the Center's projected total construction costs prior to the start of construction, which in no event shall be later than the date which is seven (7) years after the date of this Agreement; provided that, the City may grant extensions as required if MICA demonstrates, in the City's sole discretion, that it has engaged in good faith efforts to secure the funds and has reasonable expectations for meeting such goals. The length of any extension granted by the City pursuant to this Section 3(f)(ii) shall be determined by the City, in its sole discretion, based upon the facts and circumstances of MICA's request for such extension.

(iii) MICA covenants and agrees that the Commencement Date shall occur and construction shall have begun within sixty (60) days after MICA has received contributions, pledges or financing equal to 100% of the projected total construction costs; provided that, this period shall be extended to the extent of any delay in the commencement of construction of the Center caused by force majeure events or by actions of the City or by any delay caused by permit or land use appeals, including both administrative and judicial appeals, related to the construction of the Center and use of the Premises as contemplated pursuant to this Agreement; and provided further that, the City may grant extensions as required if MICA demonstrates, in the City's sole discretion, that it has engaged in good faith efforts to commence construction of the Center and has reasonable expectations for meeting such goal. The length of any extension granted by the City pursuant to this Section 3(f)(iii) shall be determined by the



City, in its sole discretion, based upon the facts and circumstances of MICA's request for such extension.

(iv) MICA covenants and agrees that the Center shall be substantially complete within two (2) years after the Commencement Date; provided that, this period shall be extended to the extent of any delay in the construction of the Center caused by force majeure events or by actions of the City or by any delay caused by permit or land use appeals, including both administrative and judicial appeals, related to the construction of the Center and use of the Premises as contemplated pursuant to this Agreement; and provided further that, the City may grant extensions as required if MICA demonstrates, in the City's sole discretion that it has engaged in good faith efforts to complete construction of the Center and has reasonable expectations for meeting such goal. The length of any extension granted by the City pursuant to this Section 3(f)(iv) shall be determined by the City, in its sole discretion, based upon the facts and circumstances of MICA's request for such extension. MICA will provide to the City a copy of the AIA G704 Certificate of Substantial Completion promptly after it is issued by the Architect. The date the Certificate is issued is the date the fifty (50) year term of the Lease commences.

(v) In the event that MICA does not meet any of the timeliness provisions set forth in Sections 3(f)(i) - (iv), the City may immediately terminate the Term or, if the Term has not yet begun, terminate this Agreement, with no obligation to provide notice and/or time to cure and with no obligation to reimburse MICA for costs. If termination is due to MICA not meeting the timeliness provisions set forth in Section 3(f)(iv), MICA shall be solely responsible for immediate repayment to the City of any costs reasonably incurred by the City to restore the Premises to the condition existing immediately prior to the Commencement Date, including but not limited to demolition and removal costs for the Center and related improvements.

h. Ownership of the Center. The Center to be constructed on the Premises by MICA shall be and remain the property of MICA during the Term, subject to the terms and conditions of this Agreement.

i. Annual Report. MICA shall provide the City with an annual report setting forth an evaluation of all service programs provided, the cost of operating and maintaining the Center, and such other information related to the Center as may be requested by the City. The annual report shall be provided no later than 60 days following the end of each calendar year for the prior year.

j. Access to Premises Prior to Commencement Date. To better inform the public and assist MICA in its fundraising efforts, MICA may post a sign on the Premises prior to the Commencement Date that includes a rendering of the proposed Center and other information typical for signs of this nature. The size, appearance and actual location of the sign are subject to approval of the City, which will not be unreasonably withheld or delayed. To enable MICA to

evaluate the Premises and plan for construction, the City will permit MICA and its representatives to go onto the Premises prior to the Commencement Date from time to time for the purpose of inspection, planning, special events, surveying and site testing as may be necessary or desirable. MICA will request consent from the City prior to entering the Premises, which consent shall not be unreasonably withheld or delayed. Upon request by the City, any reports produced by MICA or its consultants shall be shared with the City.

**4. RENT.**

MICA shall pay to the City as rental for the Premises an annual rent of ONE DOLLAR (\$1.00) payable on the Commencement Date and on each annual anniversary thereof during the Term and during any extension periods. In addition, the City shall have the right and privilege to use the Center constructed and operated by MICA as more fully set forth below in Section 5.

**5. USE PRIVILEGES.**

a. Use of the Center. As additional consideration for the granting of this lease by the City, MICA hereby agrees that the City shall have the right to use portions of the Center as follows:

(i) The City shall have the right to use the spaces within the Center (including all equipment therein) at reasonable preferential rates and dates and times.

(ii) The City shall have the right to put on performances each year in the outdoor Center venue that faces the grassy area of Mercerdale Park for the purpose of having a public presentation to persons sitting in Mercerdale Park. The City shall not pay any usage fee to MICA for the use of such venue, except that the City shall pay all costs as described in Section 9 below.

(iii) The annual schedule for the spaces and the dates and times of usage shall be agreed upon by the City and MICA prior to January 1<sup>st</sup> of each year. The City and MICA shall review and approve the annual schedule for the City's use of the Center with both the City and MICA doing whatever they reasonably can do to accommodate the programming needs of each other and to ensure that the City can exercise its rights to use the Center set forth in Section 2.d.

(iii) During the City's use of any spaces within the Center as above provided, the City shall provide staff necessary to supervise the City's use of the Center and the equipment therein as described in Section 10 below.

b. Public Restrooms. The Center shall be designed so that the public has access to public restrooms at the Center between 6:00 a.m. and 10:00 p.m. on all calendar days. The City will be responsible for the maintenance, repair and security of such restrooms and for the cost of related utilities to the same extent as any public restrooms in the City's park system.

c. Mercer Island Farmer's Market. For so long as the Mercer Island Farmer's Market ("MIFM") shall continue to operate on SE 32<sup>nd</sup> St. adjacent to the Premises, on Sundays or another day of the week subject to MICA's and the City's prior approval, MICA shall provide storage space, electrical power, facilities for the MIFM vendors to wash their hands and equipment, and adequate hot water, the details of which will be agreed upon between MICA and MIFM consistent with Washington State Department of Health regulations. MICA will assume no responsibility for loss or damage to items placed in the storage space, may place restrictions on items stored there to the extent necessary to address fire safety or similar concerns, may require that MIFM assume responsibility for any damage its causes to the Center incident to its use of the storage space, and shall have the right to inspect the storage space and its contents from time to time upon notice to the MIFM. During periods of use and at the conclusion of every market day, MIFM is responsible for cleaning and maintaining locations at the Center that are being used by MIFM vendors for washing their hands and equipment. MICA shall have the right to require MIFM to enter into a written agreement in which both parties acknowledge their respective obligations with respect to the above provisions.

**6. INGRESS AND EGRESS.**

By way of this Agreement, the City hereby grants to MICA the non-exclusive right of ingress and egress access across the entryways and driveways to the Premises from 77<sup>th</sup> Ave. SE and SE 32<sup>nd</sup> St. MICA, its staff, MICA members, licensees, and invitees shall have the non-exclusive right to ingress and egress on these entryways and driveway systems throughout the Term. Nothing contained in this Agreement shall limit the rights of MICA, its staff, MICA members, guests, licensees and invitees to use of Mercerdale Park to the same extent the general public has the right to use Mercerdale Park.

**7. IMPROVEMENTS.**

During the Term, MICA shall be permitted to make, at its own expense, any alterations, additions or improvements to the Center or Premises consistent with the programs offered by it, subject to the City's usual land use and building permitting processes in effect at the time of application, as described in Section 2. Subject to Section 25, MICA may remove any fixtures if it wishes upon termination of the Term or any extensions to the Term provided that it leaves the Premises and the Center in a structurally sound, safe and clean condition, and further provided that such removal will not cause permanent injury to the structure of the Center or the Premises. Nothing shall be removed or altered that will affect the structural integrity of the Center. At the time of the termination of the Term of the Lease, the Center will become the property of the City.

**8. UTILITIES.**

MICA, at its own expense, shall construct and maintain any and all utilities and associated facilities required for construction of the Center upon the Premises. For purposes of this

Agreement, the term "utilities" shall include telephone, internet and cable, heat, light, water, gas, power, sewer, and for all other public utilities which shall be used in or charged against the leased Premises during the full term of this Agreement. The City will reimburse MICA for any incremental costs of utilities which are due to the City's use of the theatres, recital hall and kitchen within the Center. Separate metering will be provided for the electrical and water use by the public restrooms, Farmer's Market facilities, Summer Celebration and other City-sponsored outdoor uses of Mercerdale Park. Incremental costs are those costs which would not have been incurred but for the City's use of such facilities. The reimbursements will be based on reasonable estimates of those incremental costs.

**9. MAINTENANCE AND REPAIR COSTS.**

a. Maintenance and Operating Costs. Except as otherwise set forth herein, MICA shall assume total responsibility for the maintenance and operating costs for the Premises, including the Center. MICA shall at all times keep the Premises in accordance with the laws of the State of Washington and the City and in accordance with all directions, rules and regulations of the health officer, fire marshal, building inspector, or other proper officer of any pertinent and authorized public authority, at the sole cost and expense of MICA. Notwithstanding the other terms of this Section 9(a), the City shall pay the actual repair expenses for damage to the Premises for any damages caused by the negligence or willful misconduct of the City, its employees, agents or contractors, or if persons participating in City-sponsored activities caused damage to the Premises (including the Center) during those City-sponsored activities. If the source of such damages is not known, MICA shall be responsible for repairing damages to the Center (except the public restrooms), and the City shall be responsible for repairing damages to the remainder of the Premises (excluding the Center) and the public restrooms.

b. Maintenance Plans. MICA will formulate annual maintenance plans for the Premises and a capital replacement plan and a reserve account for all equipment and major systems, and copies of all such plans will be provided to the City. All maintenance plans will provide for the Center being maintained in a "first-class" manner, which will be at least the same level as the City maintains the Mercer Island Community and Event Center.

c. Janitorial Services. MICA, at its own expense, shall provide janitorial services for the Center and the Premises (except the public restrooms) and shall keep the Center and the Premises in a safe and clean condition, free of accumulations of dirt, rubbish, hazardous environmental contaminants, and unlawful obstructions, and shall maintain the landscaping and the Premises exterior entranceways and walkways in a safe and clean condition consistent with the City's standards of maintenance.

**10. OVERSIGHT.**

a. Monitoring of Activities. When the City is using parts of the Center as provided in Section 5, the City shall be solely responsible for monitoring City-sponsored activities within

and around the Center and the Premises so as to avoid the risk of property damage or personal injury. At all other times and except as otherwise provided in this Agreement, as between MICA and the City, MICA shall be solely responsible for monitoring activities within the Center and on the Premises so as to avoid the risk of property damage or personal injury.

b. Security. Except as otherwise provided in Section 5, MICA agrees to provide adequate security and safety to protect the Center and occupants against injury during all uses of the Center. For these purposes, "adequate security and safety" shall be the level of security and safety provided by the City at the Mercer Island Community and Events Center during normal operating times.

c. Normal Functioning. MICA agrees to provide operational support and maintenance necessary to ensure that the Center is fully functioning at all times during which it is open to the public.

d. Incremental Costs. The City will reimburse MICA for any incremental costs of staff, security, repairs and janitorial services which are due to the City's use of the theatres, recital hall and kitchen within the Center.

## 11. **SIGNS AND NAMING.**

a. Signs. All signs or symbols placed anywhere externally on the Center shall comply with the City's Development Code. If any signs are permitted by the City, such signs shall be removed by MICA at the termination of the Term.

b. Naming. MICA shall have sole discretion in the naming of rooms, spaces and areas within the Center and of the Center itself. The name placed on the exterior of the Center must be approved by the City, which approval will not be unreasonably withheld, conditioned or delayed, provided that the City shall not, for any reason, withhold its approval of the names "MICA," "Mercer Island Center for the Arts" or the name or names of any donor, sponsor, volunteer or patron selected by MICA, in its sole discretion.

## 12. **DISPUTE RESOLUTION.**

For purposes of this Section 12, the Designated Representative of the City shall be the City Manager and the Designated Representative of MICA shall be its President. If either party claims that the other party has breached any term of this Agreement, or in the event of disputes or disagreements under this Agreement that cannot be resolved by the Designated Representatives of the parties, the following procedures shall be followed if and when informal communications, such as telephone conversations, fail to satisfy the claiming party:

(i) The claiming party's Designated Representative shall provide a written notice to the other party's Designated Representative of the alleged breach, dispute, or

disagreement. The notice shall identify the act or omission at issue and the specific term(s) of this Agreement that the complaining party alleges was violated.

(ii) The responding party's Designated Representative shall respond to the notice in writing within fifteen (15) working days. The response shall state that party's position as well as what, if any, corrective action the responding party agrees to take.

(iii) The claiming party shall reply in writing, indicating either satisfaction or dissatisfaction with the response. If satisfied, any corrective action shall be taken within fifteen (15) days of receipt of the responding party's reply unless otherwise mutually agreed. If dissatisfied, the claiming party shall call an in-person meeting. Otherwise, the matter shall be considered closed. The meeting shall occur within a reasonable period of time and shall be attended by the Designated Representatives of each party, and such others as the parties individually invite.

(iv) If the claiming party remains dissatisfied with the results of the meeting, it shall then refer the matter to the Mayor of the City and the Chairperson of the MICA Board of Directors, or their designees, for resolution. If the issue is not resolved at this level within thirty (30) days, then either party may require in writing that the matter shall be reviewed in a non-binding, structured mediation process developed on a cooperative basis by the parties, and the parties shall consider in good faith any recommendations or settlements arising from such process.

(v) All of the steps preceding shall be a prerequisite to either party suing under this Agreement for breach, specific performance, or any other relief related to this Agreement, except that either party may seek an injunction for irreparable harm.

### 13. **INDEMNIFICATION/HOLD HARMLESS.**

a. MICA's Indemnification/Hold Harmless. MICA shall protect, defend, indemnify, and hold harmless the City, its officers, officials, employees, and agents, from any and all claims, demands, suits, penalties, losses, damages, judgments, reasonable attorney's fees, and/or costs of any kind whatsoever, arising out of claims of third parties resulting from negligent acts or omissions, or willful misconduct, of MICA, its officers, employees, agents, and/or subcontractors, in the construction or use of the facilities that are the subject of this Agreement.

MICA waives its immunity under Washington's Industrial Insurance Act, Chapter 51 RCW, as respects the City, its officers, officials, employees, and agents, only, and only to the extent necessary to provide the City, its officers, officials, employees, and agents, with a full and complete indemnity and defense of claims made by MICA's employees. The parties acknowledge that these provisions were mutually negotiated and agreed upon by them.

In the event that the City, including its officers, officials, employees, and agents, incurs attorney's fees and/or costs in the defense of claims for damages within the scope of this Section, such reasonable fees and costs shall be recoverable from MICA. In addition, the City, including its officers, officials, employees, and agents, shall be entitled to recover from MICA reasonable attorney's fees and costs incurred to enforce the provisions of this Section 13.

b. City's Indemnification/Hold Harmless. The City shall protect, defend, indemnify, and hold harmless MICA, its officers, officials, employees, and agents, from any and all claims, demands, suits, penalties, losses, damages, judgments, reasonable attorney's fees, and/or costs of any kind whatsoever, arising out of claims by third parties resulting from negligent acts or omissions, or willful misconduct, of the City, its officers, employees, agents, and/or subcontractors, in the use of the facilities that are the subject of this Agreement.

The City waives its immunity under Washington's Industrial Insurance Act, Chapter 51 RCW, as respects MICA, its officers, officials, employees, and agents only, and only to the extent necessary to provide MICA, its officers, officials, employees, and agents with a full and complete indemnity and defense of claims made by the City's employees. The parties acknowledge that these provisions were mutually negotiated and agreed upon by them.

In the event that MICA, including its officers, officials, employees, and agents, incurs attorney's fees and/or costs in the defense of claims for damages within the scope of this Section, such reasonable fees and costs shall be recoverable from the City. In addition, MICA, including its officers, officials, employees, and agents, shall be entitled to recover from the City attorney's reasonable fees and costs incurred to enforce the provisions of this Section 13.

c. Survival. The provisions of this Section shall survive the expiration or termination of this Agreement and the Term.

#### 14. **INSURANCE.**

a. MICA's Insurance Obligations. MICA agrees to maintain property insurance and commercial general liability insurance or other similar liability coverage reasonably acceptable to the City covering injuries to persons and damage to property, with the City added as a named additional insured covering all of the activities pertaining to this Agreement. By requiring such insurance coverage, the City shall not be deemed to, or construed to, have assessed the risks that may be applicable to MICA in this Agreement. MICA shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits or broader coverage than is herein specified.

(i) Scope and Limits of Insurance. Coverage shall be at least as broad as:

(A) Property Insurance: ISO Causes of Loss - Special Form policy or policies of property insurance insuring the Center in an amount sufficient to cover the entire replacement cost thereof, without coinsurance.

(B) General Liability: Limits of not less than \$5,000,000 combined single limit per occurrence, \$5,000,000 aggregate. The policy shall include but not be limited to:

- (1) coverage for Premises and operations;
- (2) contractual liability (including specifically liability assumed herein);
- (3) Employers' Liability or "Stop-Gap" coverage.

(C) Automobile Liability: Limits of not less than \$1,000,000 combined single limit per occurrence.

(D) Workers' Compensation: Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington statutory limits.

(ii) Deductibles. Any deductibles of the insurance coverage shall not limit or apply to the City and shall be the sole responsibility of MICA.

(iii) Other Insurance Provisions. The insurance coverages required by this Agreement are to contain or be endorsed to contain the following provisions where applicable:

(A) Liability Coverages:

- (1) The City, its officers, officials, employees, and agents are to be covered as additional insured as respects liability arising out of activities by or on behalf of MICA in connection with this Agreement.
- (2) To the extent of MICA's negligence, insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and agents. Any insurance and/or self-insurance maintained by the City, its officers, officials, employees, and agents shall not contribute with MICA's insurance or benefit MICA in any way.
- (3) MICA's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.



(B) All Policies. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except by the reduction of the applicable aggregate limit by claims paid, until after forty-five (45) days' prior written notice has been given to the City.

(C) Acceptability of Insurers. Unless otherwise accepted by the City, insurance coverage is to be placed with insurers with a Best's rating of no less than A:VIII, or, if not rated by Best's, with minimum surpluses the equivalent of Best's surplus size VIII.

(D) Verification of Coverage. MICA shall furnish the City with certificates of insurance and endorsements required by this Agreement. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms approved by the City and are to be received and approved by the City prior to the commencement of activities associated with this Agreement. The City reserves the right to require complete certified copies of all required policies at any time.

(E) Application of Insurance Proceeds. In the case of any insurance policies as described in Section 14(a)(i)(A), the application of the proceeds from damage or loss to property shall be applied as follows: first, for the purpose of defraying the cost of repairing, restoring, replacing and/or rebuilding the Center and other improvements on the Premises as provided in Section 26(a) herein; and second, if MICA elects termination pursuant to Section 26(b), said funds shall be applied first to restoring the Premises as set forth in Section 26(b).

b. City's Insurance Obligations. The City agrees to maintain commercial general liability insurance or other similar liability coverage acceptable to MICA covering injuries to persons and damage to property covering all of the activities pertaining to this Agreement. By requiring such insurance coverage, MICA shall not be deemed to, or construed to, have assessed the risks that may be applicable to the City in this Agreement. The City shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits or broader coverage than is herein specified.

## 15. HAZARDOUS SUBSTANCES.

MICA shall not, without first obtaining the City's prior written approval, generate, release, spill, store, deposit, transport, or dispose of (collectively "Release") any hazardous substances, sewage, petroleum products, radioactive substances, medicinal, bacteriological, or disease-producing substances, hazardous materials, toxic substances, or any pollutants or substances defined as hazardous or toxic as defined by applicable federal, state, and local laws, regulations, or agencies in any reportable quantities ("Hazardous Substances") in, on or about the Premises,

except that MICA may store and use limited quantities of Hazardous Substances (such as paints, cleaning agents and office supplies) as necessary in the ordinary course of its operations. MICA shall indemnify, hold harmless, and defend the City from any and all claims, liabilities, losses, damages, cleanup costs, response costs, and expenses, including reasonable attorney's fees, arising out of or in any way related to the Release by MICA, or any of its agents, representatives, employees, or authorized users, or the presence of such Hazardous Substances in, on or about the Premises whether or not approved.

**16. RIGHT OF INSPECTION.**

The City shall have the right to inspect the Premises and the Center during reasonable hours at any time during the Term to ensure compliance with the provisions of this Agreement. When reasonably necessary for such purposes, the City may temporarily alter access to the Premises. Except in an emergency, mutual prior consent is required for any such closures that would require the cancellation of scheduled programming at the Center.

**17. LIENS AND INSOLVENCY.**

MICA shall keep the Center and the Premises free from encumbrances including mortgages, deeds of trust and any liens arising out of any work performed, materials furnished, or obligations incurred by MICA. In the event MICA becomes insolvent, voluntarily or involuntarily bankrupt, or if a receiver, assignee, or other liquidating officer is appointed for the business of MICA, then the City may terminate the Term and this Agreement at the City's option following at least thirty (30) day's notice to MICA and an opportunity to remedy such condition within such period.

**18. CONDEMNATION.**

If at any time during the term of this Agreement, the Premises or a substantial portion thereof shall be taken, appropriated or condemned by reason of eminent domain or threat of eminent domain, this Agreement and the Term shall terminate as of the date of any final judgment entered upon such condemnation or as of the date possession is taken by the condemning authority, whichever is earlier; provided that, in case of a taking of part of the Premises not required for MICA's reasonable use, then this Agreement shall continue in full force and effect. The entire award with reference to the value of land shall belong to the City and MICA hereby assigns to the City any award which may be made in such taking or condemnation of the land. The parties shall share, on a proportionate basis (as based upon each party's proportionate share of the capital costs incurred with respect to the construction and subsequent improvement of the Center determined in accordance with generally accepted accounting principles consistently applied, taking into account the initial construction and related capital costs as well as the cost of subsequent capital improvements that are depreciable over the remaining life of the Center), the award with reference to the value of the Center provided that, nothing herein shall be deemed to give the City any interest in or to any award made to MICA for the taking of personal property or fixtures belonging to MICA, for the interruption of or

damage to MICA's business, or for MICA's moving expenses. The City covenants and agrees not to exercise its power of eminent domain with respect to the Premises.

**19. PERSONAL PROPERTY TAXES.**

MICA shall pay promptly when due all taxes assessed during the term of this Agreement upon MICA's fixtures, furnishings, equipment, and stock in trade, upon MICA's leasehold interest under this Agreement, or upon any other personal property situated in or upon the leased Premises. In the event any governmental authority, during the term of this Agreement shall levy any tax upon rentals, this Lease or any part thereof, then MICA shall promptly pay such charge.

**20. REAL PROPERTY AND LEASEHOLD EXCISE TAXES.**

- a. Real Property Taxes. In the event that either party is determined to be subject to real property taxes, the taxed party shall be solely responsible for such assessments. In the event that both parties are determined to be subject to real property taxes, and it being understood that the King County Assessor will assess the Premises as though all structures and improvements thereto were a part of the realty, the parties therefore agree that the City shall advise MICA as promptly as possible after receipt of annual general property tax statements, that proportion of the annual taxes which apply to improvements to said Premises, and that proportion which apply to the assessed valuation of the land. Not less than five (5) days prior to April 30 and October 30 of each year of the term of this Agreement and any renewal term, MICA shall deliver to the City a check payable to the King County Treasurer for the portion of the taxes applicable to the improvements, and shall reimburse the City for payment of that proportion of the taxes applicable to the land. The taxes for a partial year shall be pro-rated.
  
- b. Leasehold Excise Tax. As the Premises is publicly-owned property, this Agreement may be subject to a leasehold excise tax under Ch. 82.29A RCW. Upon the effective date of the Commencement Certificate, MICA shall complete the necessary paperwork to receive an exemption from the leasehold excise tax. In the event the State of Washington makes any demand upon the City for payment of any leasehold excise tax under RCW 82.29A resulting from MICA's use or occupancy of the Premises, the City shall tender to MICA the right to defend against the levy of any such tax and to appeal any adverse decisions. MICA shall indemnify the City for all sums expended by the City or withheld by the State from the City in connection with such taxation.

**21. ASSIGNMENT.**

MICA shall not assign or sublet its rights or responsibilities under this Agreement without the written authorization of the City, which authorization will be in the City's discretion based on the financial strength and experience of the proposed assignee. Neither assignment nor

sublease shall relieve MICA from its liability or obligations under this Agreement. A consent to one assignment or subletting shall not be deemed a consent or waiver to any subsequent assignment or subletting.

**22. SEVERABILITY.**

If any term of this Agreement is held invalid or unenforceable, the remainder of this Agreement will not be affected but will continue in full force.

**23. NON-WAIVER.**

Failure of either party to insist upon the strict performance of any term of this Agreement will not constitute a waiver or relinquishment of any party's right to thereafter enforce such term.

**24. INTEGRATION.**

This writing contains all terms of this Agreement. It replaces all prior negotiations and agreements. Modifications must be in writing and be signed by each party's authorized representative.

**25. TERMINATION.**

The Term or, if the Term has not yet commenced, then this Agreement, shall be subject to the following termination provisions:

a. Termination After Initial Term or After Any Extension. In the event that MICA chooses not to extend the Term pursuant to Section 3(c), the Term shall terminate at the expiration of the unextended Term and no amounts shall be due from either party to the other.

b. Termination for Default. The parties are required to follow the dispute resolution process in Section 12 prior to taking steps under this Section to terminate for default. Only after pursuing the steps in Section 12 shall each party have the right to terminate under this Section 25(b) in the event the other party is in default of any material term or condition of this Agreement by providing thirty (30) days' advance written notice specifying the basis for such determination. If the other party thereafter fails to commence reasonable steps within the thirty day period to correct fully and to remedy the default within ninety (90) days from the date of the notice, then the Term or, if the Term has not yet begun, this Agreement shall be deemed terminated; provided that, if the nature of the default is such that it cannot be remedied within ninety (90) days, then the Term and this Agreement shall not terminate so long as the party in default is proceeding promptly to remedy the default and does so within such additional period as may be agreed by the parties. This Section 25(b) shall not be invoked by either party for purposes other than default. Such termination shall be subject to the following terms and conditions:

(i) If the City terminates for default by MICA, the City shall take immediate ownership of the Center and shall have no obligation to reimburse MICA in any amount. MICA shall be subject to the following obligations:

(A) If the Center was substantially completed pursuant to Section 3 at the time of termination, MICA shall pay the City upon termination an amount equal to three times the Operating Funds (as defined below); provided that, the City shall use good faith efforts to identify, in its sole and absolute discretion, an alternative tenant to operate the Center and, if such tenant assumes operation of the Center at any point during the three years after termination, the City shall reimburse MICA a pro rata amount of what it has previously paid the City.

(B) If the Center was not substantially completed pursuant to Section 3 at the time of termination, and if the City elects to demolish what has theretofore been constructed, MICA shall be solely responsible for immediate repayment to the City of any costs reasonably incurred by the City to restore the Premises to the condition existing immediately prior to the Commencement Date, including but not limited to demolition and removal costs for the Center and related improvements.

c. Other Termination. Termination may also occur pursuant to Section 3(f) and any other termination provisions set forth in this Agreement.

d. Relinquishing Possession; Disposition of Fixtures and Removal of Personal Property and Fixtures. Upon termination, MICA shall surrender the Premises and the Center to the City in a structurally sound, safe and clean condition and remove MICA's personal property and convey title to the Center to the City. MICA shall remove all personal property within 45 days of the expiration of the Term or it shall be considered surplus and become the property of the City. The City may dispose of such surplus property by any reasonable means and charge MICA for the City's disposal costs. During such 45-day period, MICA may also remove any improvements, additions, or fixtures erected in or attached to the Center; provided that, MICA is not then in default and the removal will not cause permanent injury to the structure of the Center or the Premises.

e. Operating Funds. For purposes of this Section 25, the phrase "Operating Funds" shall mean the actual average annual costs incurred by MICA in operating the Center during the 3-year period prior to termination or, if there have not yet been three full years of operation, then during the actual period of operation.

## 26. **DESTRUCTION.**

a. Total or Partial Destruction. In the event of total or partial destruction of the Center, as soon as reasonably possible following receipt of insurance proceeds and any necessary permits, MICA shall commence repair, reconstruction and restoration of the Center

and undertake the same diligently to completion. MICA's failure to comply with this Section 26(a) shall be a basis for default unless MICA elects to terminate using the process set forth in Section 26(b) below.

b. Election to Terminate. In the event the cost of repairing damage to the Center exceeds 50% of the value the Center would have after such restoration, MICA may, at its option, elect not to restore the Center pursuant to Section 26(a), subject to MICA providing the City with written notice of such election within four (4) weeks of the receipt of the insurance proceeds and subject to MICA's payment to the City an amount equal to the reasonable costs related to restoring the Premises to the condition existing immediately prior to the Commencement Date, in which case MICA shall surrender ownership of the Center to the City. Following MICA's election and payment pursuant to this Section 26(b), this Agreement shall terminate.

**27. NOTICES.**

All notices and communications between the Parties will be between the persons identified immediately below or such successor persons as may be identified in writing by either party. Each of the persons designated below and any successors will have authority to bind their respective organizations or will obtain any necessary authority on an ad hoc basis and in a timely manner. Each such notice or other communication which may be or is required to be given under this Agreement shall be in writing and shall be deemed to have been properly given when delivered personally or by email during normal business hours to the party to whom such communication is directed, or three (3) days after being sent by regular mail, to the appropriate party at the following address:

If to MICA:

Mercer Island Center for the Arts  
P.O. Box 1702  
Mercer Island, WA 98040  
Attn: \_\_\_\_\_  
Email: \_\_\_\_\_

If to the City:

City of Mercer Island  
9611 SE 36<sup>th</sup> St.  
Mercer Island, Washington 98040  
Attn: City Manager  
Email: \_\_\_\_\_

**28. JURISDICTION, VENUE, AND GOVERNING LAW.**

The parties hereto, their successors and assigns, hereby consent to the jurisdiction and venue of the King County Superior Court, State of Washington, for the determination of any dispute that may arise pursuant to the terms of this Agreement and other agreements contained herein to the extent not resolved pursuant to Section 12 above. All the rights and remedies of the respective parties shall be governed by the provisions of this instrument and by the laws of the State of Washington as such laws relate to the respective rights and duties of City and MICA.

**29. SECTION HEADINGS.**

The section headings used in the Agreement are for the convenience of the parties. In the event of a conflict between a section heading and the text of a particular section, the written text shall prevail.

**30. SUCCESSORS AND ASSIGNS.**

Subject to the provisions hereof pertaining to assignment and subletting in Section 21, the covenants and agreements of this Agreement shall be binding upon the heirs, legal representatives, successors, and assigns of any or all of the parties hereto.

**31. AMENDMENTS.**

MICA and the City anticipate that terms of this Agreement may need to be modified in the future. MICA's President, after approval of the MICA Board of Directors, and the City Manager, after approval of the City Council, are hereby authorized to approve mutually agreed amendments to this Agreement and to supplement this Agreement where necessary to improve the administration of this Agreement and the collaboration between the parties. All amendments must be in writing signed by the President of MICA and the City Manager.

**32. AUTHORITY**

The City has the authority to enter into this Agreement pursuant to RCW 35A.11.010 and the City Council approved this Agreement on \_\_\_\_\_, 2016, at a regular Council meeting for which public notice was properly advertised; and

MICA's Board of Directors approved this Agreement on \_\_\_\_\_, 2016.

**33. COUNTERPARTS.**

The parties may execute this Agreement in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

IN WITNESS, both the City and MICA have caused this Agreement to be executed by authorized officers.

CITY OF MERCER ISLAND

MERCER ISLAND CENTER FOR THE ARTS

By \_\_\_\_\_  
Its City Manager

By \_\_\_\_\_  
Its President

ADD ACKNOWLEDGEMENTS



# EXHIBIT A

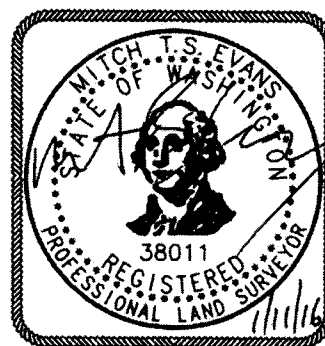
THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION MONUMENT OF SOUTHEAST 32ND STREET (PROCTOR AVE) AND 78TH AVE SOUTHEAST (JOSEPHINE LUCAS RD NO 1044) THENCE NORTH 88°42'16" WEST 345.28 FEET ALONG SAID SOUTHEAST 32ND STREET TO THE INTERSECTION MONUMENT OF SAID SOUTHEAST 32ND STREET AND 77TH AVE SOUTHEAST (HELEN STREET);


THENCE NORTH 48°17'37" EAST 1.34 FEET TO THE POINT OF BEGINNING, A POINT ON A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 82.50 FEET TO WHICH BEGINNING A RADIAL LINE BEARS SOUTH 48°17'37" WEST;  
 THENCE SOUTHEASTERLY 57.22 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 39°44'11";  
 THENCE SOUTH 1°09'41" WEST 42.00 FEET;  
 THENCE NORTH 88°50'19" WEST 13.16 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 71.50 FEET;  
 THENCE WESTERLY, SOUTHWESTERLY AND SOUTHERLY 115.24 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 92°20'35" TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 106.50 FEET TO WHICH BEGINNING A RADIAL LINE BEARS NORTH 88°49'06" EAST;  
 THENCE SOUTHERLY 54.92 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29°32'53";  
 THENCE SOUTH 28°21'58" WEST 61.33 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 68.00 FEET;  
 THENCE SOUTHERLY 28.95 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 24°23' 29";  
 THENCE NORTH 75°08'50" WEST 73.78 FEET;  
 THENCE NORTH 30°57'22" EAST 15.87 FEET;  
 THENCE NORTH 36°53'03" EAST 26.26 FEET;  
 THENCE NORTH 18°16'52" EAST 55.45 FEET;  
 THENCE NORTH 9°32'25" EAST 18.81 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 25.00 FEET;  
 THENCE NORTHERLY, NORTHWESTERLY AND WESTERLY 43.43 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 99°32'25";  
 THENCE NORTH 90°00'00" WEST 61.31 FEET;  
 THENCE NORTH 0°00'00" EAST 150.69 FEET TO THE NORTHERLY MARGIN OF SE 32ND ST;  
 THENCE SOUTH 89°12'54" EAST ALONG SAID NORTHERLY MARGIN, 184.61 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 82.50 FEET TO WHICH BEGINNING A RADIAL LINE BEARS SOUTH 69°43'14" WEST;  
 THENCE SOUTHEASTERLY 30.85 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21°25'37" TO THE POINT OF BEGINNING.

CONTAINING AND AN AREA OF ±42,207 S.F.

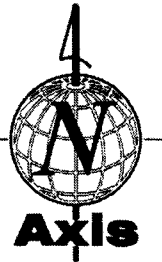
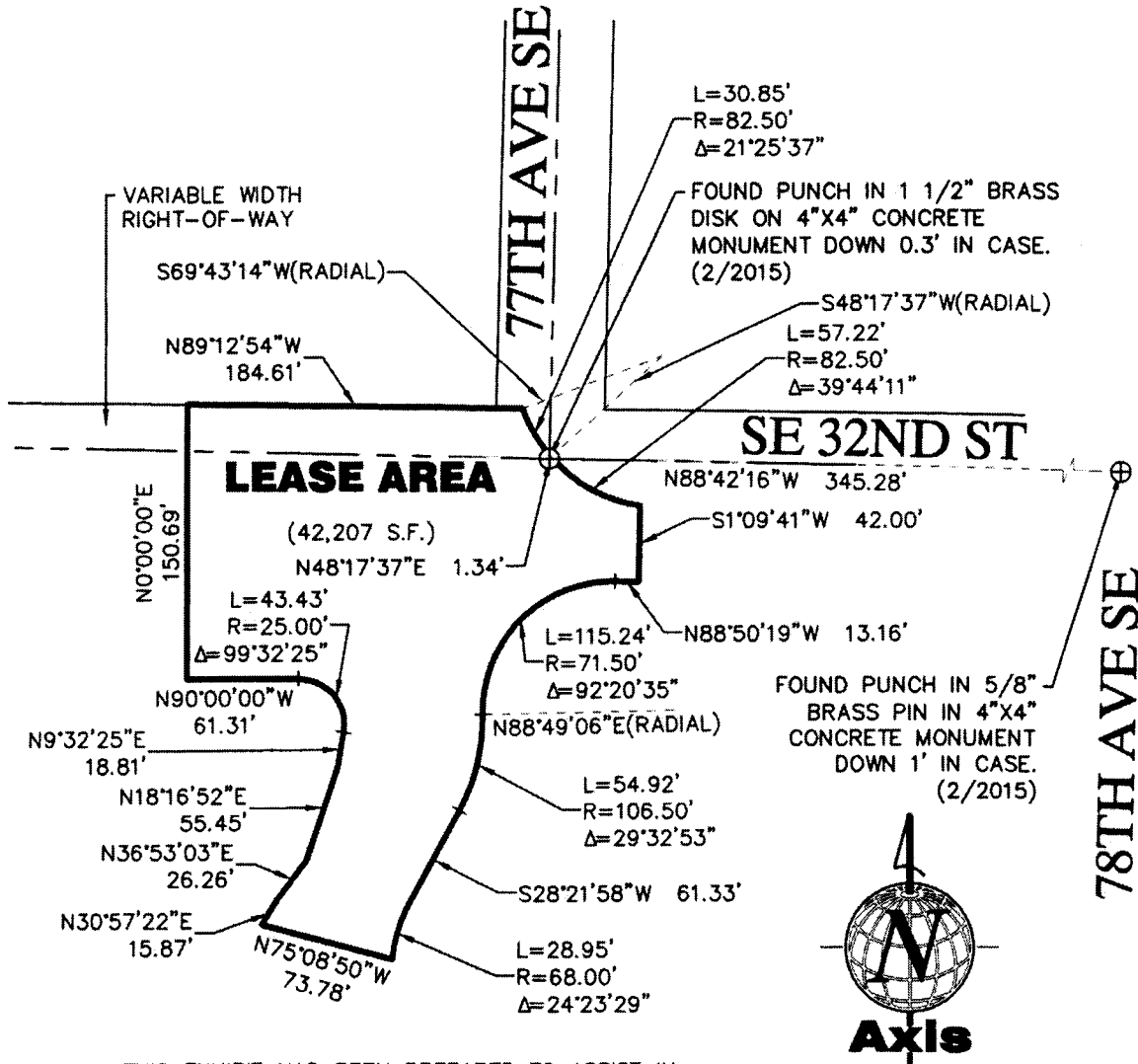
WRITTEN BY: TJO  
 CHECKED BY: MTSE



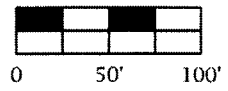
NW 1/4, SE 1/4, SEC. 12, TWP. 24N., RGE. 4E., W.M.  
 CITY OF MERCER ISLAND, KING COUNTY, WASHINGTON

 <b>Axis</b> Survey & Mapping	15241 NE 90TH ST REDMOND, WA 98052 TEL. 425.823-5700 FAX 425.823-6700		<b>www.axismap.com</b>	
	JOB NO.	15-015	DATE	1/11/16
	DRAWN BY	TJO	CHECKED BY	MTSE
	SCALE	1"=N/A	SHEET	1 OF 2

# EXHIBIT A



GRAPHIC SCALE



1" = 100'

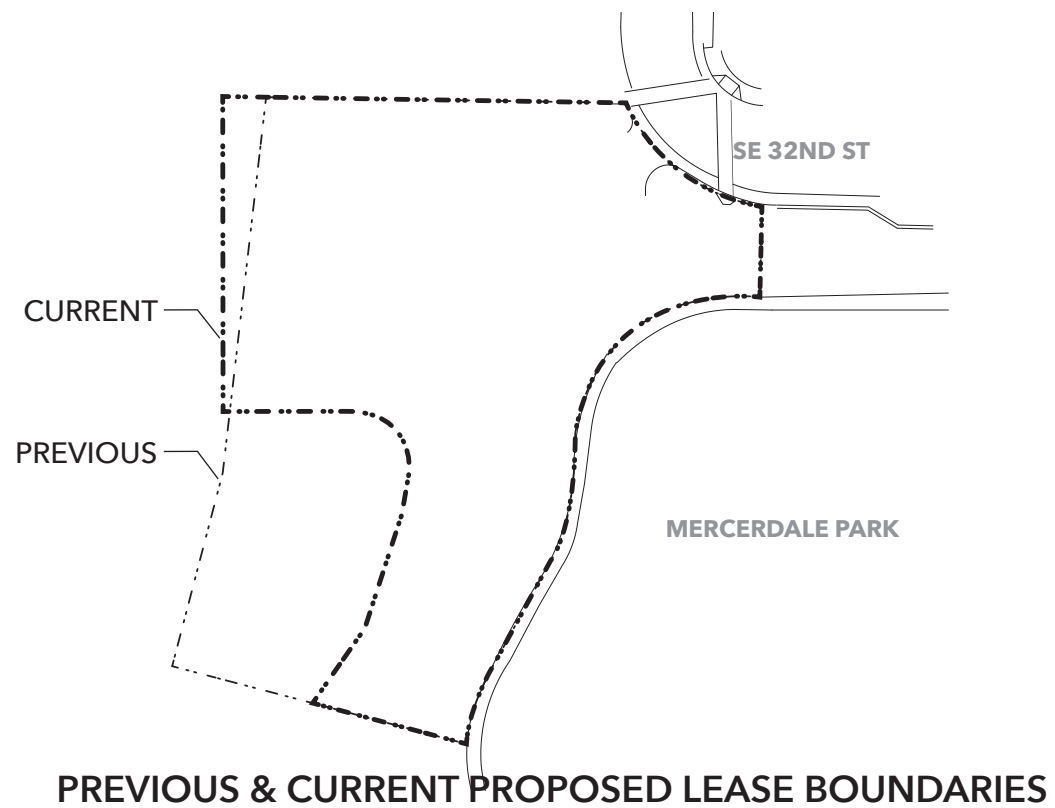
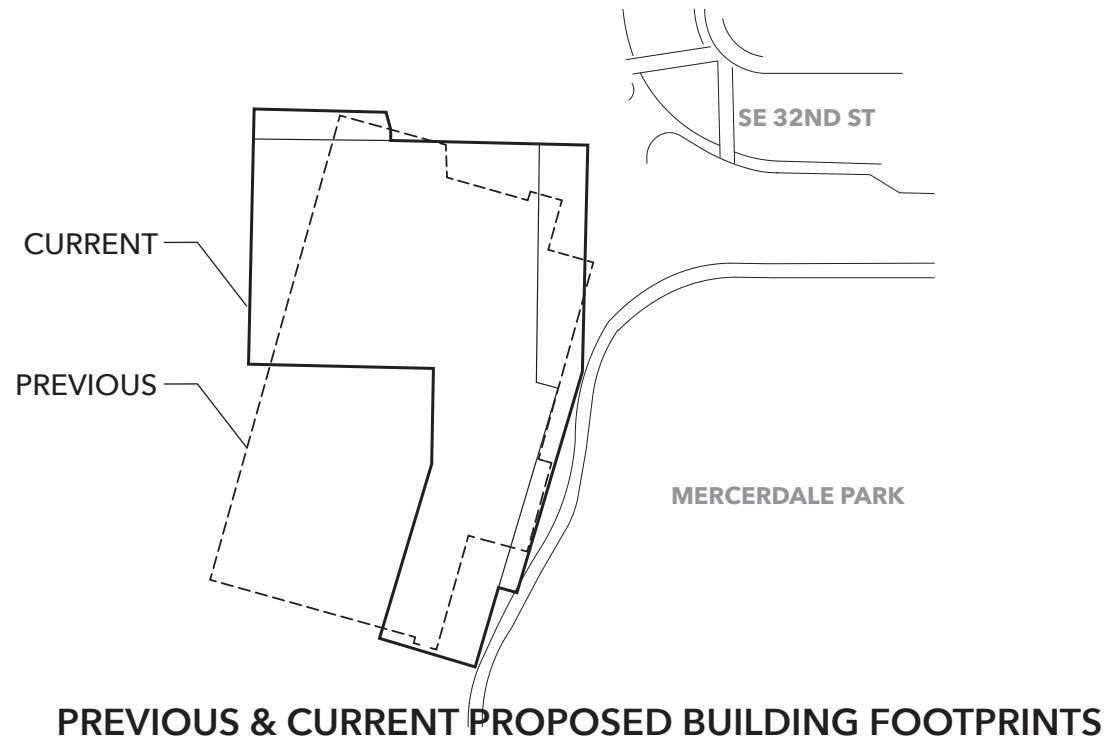
THIS EXHIBIT HAS BEEN PREPARED TO ASSIST IN THE INTERPRETATION OF THE ACCOMPANYING LEGAL DESCRIPTION. IF THERE IS A CONFLICT BETWEEN THE WRITTEN LEGAL DESCRIPTION AND THIS SKETCH, THE LEGAL DESCRIPTION SHALL PREVAIL.

NW 1/4, SE 1/4, SEC. 12, TWP. 24N., RGE. 4E., W.M.  
CITY OF MERCER ISLAND, KING COUNTY, WASHINGTON

	<b>www.axismap.com</b>	
	JOB NO. 15-015	DATE 1/11/16
	DRAWN BY TJO	CHECKED BY MTSE
	SCALE 1"=100'	SHEET 2 OF 2

15241 NE 90TH ST  
REDMOND, WA 98052  
TEL. 425.823-5700  
FAX 425.823-6700





CURRENT PROPOSED LEASE BOUNDARY AND BUILDING FOOTPRINT





**BUSINESS OF THE CITY COUNCIL  
CITY OF MERCER ISLAND, WA**

**AB 5140  
January 19, 2016  
Regular Business**

<b>CONSERVATION EASEMENTS PRESENTATION</b>	<b>Proposed Council Action:</b> Receive presentation
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<b>DEPARTMENT OF</b>	City Attorney (Kari Sand)
<b>COUNCIL LIAISON</b>	n/a
<b>EXHIBITS</b>	n/a
<b>APPROVED BY CITY MANAGER</b>	

<b>AMOUNT OF EXPENDITURE</b>	\$	n/a
<b>AMOUNT BUDGETED</b>	\$	n/a
<b>APPROPRIATION REQUIRED</b>	\$	n/a

**SUMMARY**

The Mercer Island City Council granted preliminary approval of the Coval long plat application (SUB13-009) to subdivide one existing 5.1 acre parcel into sixteen (16) single-family residential lots and one open space and utilities tract, subject to numerous conditions of approval, as set forth in the Council’s Findings of Fact and Conclusions of Law, dated July 21, 2014 (“Coval Long Plat”). Among the numerous conditions of preliminary plat approval, General Condition 12 requires the developer of the Coval Long Plat to place language “on the face of the final plat governing the maintenance of proposed conservation easements.”

During the January 2015 Planning Session, the Council asked for a briefing on conservation easements prior to scheduling the Coval Long Plat for final approval, and this briefing request was renewed during the Planning Schedule portion of the Council’s regular meeting held on November 16, 2015.

Consistent with General Condition 12, there are two Tree Conservation Easements (“TCEs”) proposed for the Coval Long Plat, one on the north edge of the plat and the other on the west edge. The purpose of these TCEs is to restrict the use and development of the easement area to promote the public health, safety and general welfare of the citizens of Mercer Island, including minimizing the risk of erosion and landslides, preserving trees for the reduction of noise, wind protection, slope stabilization, animal habitat, and reduction of air pollution. The presentation will feature a plat map showing the location of the TCEs within the plat, and will highlight the key provisions of the TCEs. It is anticipated that the Coval Long Plat will be presented to the Council for final approval at the Council’s second regular meeting in February.

**RECOMMENDATION**

*City Attorney*

Receive presentation on conservation easements.



**BUSINESS OF THE CITY COUNCIL  
CITY OF MERCER ISLAND, WA**

**AB 5150  
January 19, 2016  
Regular Business**

**CITY MANAGER RECRUITMENT FIRM  
SELECTION**

**Proposed Council Action:**

Authorize the Mayor to sign a recruitment services agreement for the position of City Manager.

**DEPARTMENT OF**

Human Resources (Kryss Segle)

**COUNCIL LIAISON**

Bruce Bassett Debbie Bertlin Jeff Sanderson

**EXHIBITS**

1. City Manager Recruitment Firm Proposals:
  - a. Bob Murray & Associates
  - b. CPS-HR
  - c. The Mercer Group
  - d. Prothman Company

**APPROVED BY CITY MANAGER**

<b>AMOUNT OF EXPENDITURE</b>	\$	30,000
<b>AMOUNT BUDGETED</b>	\$	30,000
<b>APPROPRIATION REQUIRED</b>	\$	0

**SUMMARY**

**Overview**

Following City Manager Noel Treat’s resignation effective December 31, 2015 and the appointment of Interim City Manager Steve Lancaster effective January 12, 2016, the City has turned its focus to the recruitment of a new City Manager. With no apparent internal successors, and in anticipation the Council desires to conduct a comprehensive nationwide recruitment process, a Request for Proposal (RFP) was prepared and sent to professional recruitment firms throughout the country. The City received a total of nine proposals by the RFP deadline of January 8, 2016.

The first portion of this Agenda Bill outlines the general process that Council can expect from an executive-level recruitment process. The second portion of the Agenda Bill provides the Council with information from four of the nine companies who submitted recruitment proposals and who most closely matched our recruitment needs. The Council will be asked to select one of these four firms to conduct the City Manager recruitment process, which is expected to last over the next several months.

**General Executive Position Recruitment Process Elements**

Regardless of the firm chosen to conduct the City Manager recruitment process, there are common elements of such a process. Those elements are as follows:

1. Project Analysis – Before the recruitment begins, the recruitment firm must understand the scope of the recruitment. This portion of the process includes identifying the geographic range of the search, key stakeholders in the decision, compensation package details, and the recruitment timeline.

2. Stakeholder Interviews / Position Analysis – Meetings occur with key stakeholders, including Councilmembers and Leadership Team members. Key initiatives, specific job experience, qualifications, and other desirable attributes are identified to develop the City Manager position profile and recruitment announcement.
3. Recruitment & Advertisement Period – The recruitment announcement is directly mailed to potential candidates regionally and nationally. The position is advertised using a combination of print and social media avenues. Potential candidates are contacted directly through email and/or by phone.
4. Candidate Screening – During this phase, the recruiting consultant performs an initial screening process to identify potential candidates. This includes activities, such as resume review, evaluating the answers to a supplemental questionnaire (if used), examination of experience and qualifications, basic background searches, reference checking, and initial interviews.
5. Development of Formal Interview Process – Working closely with Council representatives and key staff, the consultant assists in developing the desired elements of a formal interview process. Usually, 5 – 8 candidates are identified from the candidate screening phase and are invited to the formal interview process. Often times conducted over multiple days, the formal interview process may include elements, such as a reception, multiple interview panels, a written exercise, and a mock presentation, etc. Interview participants (i.e., key staff, councilmembers, community leaders, etc.) are also identified during this portion of the process.
6. Formal Interview Process – Generally, 5 – 8 candidates are chosen for the formal interview process. Through an interview debriefing process, facilitated by the recruitment consultant, usually 2 finalists are identified for a final interview.
7. In-depth Reference Checking Process – Includes phone calls and possible site visits to interview former colleagues, subordinates, and managers of the interview finalists.
8. Final Decision – Compensation package is finalized and Council authorizes the Mayor to sign an employment agreement with the new City Manager.

### Considerations for Choosing a Recruitment Firm

In response to the City Manager Recruitment RFP, nine firms responded with proposals ranging in cost from \$7,997 - \$27,000+. After an initial screening, staff eliminated five proposals due to lack of relevant recruitment experience and/or geographical location. The four recruitment firms presented for Council’s consideration are experienced in the recruitment of public sector executive positions, including several City Manager recruitments throughout the country. Each of these firms follow the general outline of a recruitment process described above. The Council is tasked with choosing one of these four firms to conduct the City’s national search of its next City Manager. The following comparison chart is provided to assist the Council in that decision.

Firm	Firm Location	Primary Experience	Timeline to Fill Position	Cost	Guarantee Offered
Bob Murray & Associates	California	Public sector executive level recruitments, including CM recruitments – mostly out-of-state, with some WA clients.	16 Weeks from contract start date to employment offer (CM start date projected end of June)	\$17,500 plus expenses. Expenses estimated at \$8,500 (\$26,000)	2 Years (agreed to make change after proposal was submitted)

<b>Firm</b>	<b>Firm Location</b>	<b>Primary Experience</b>	<b>Timeline to Fill Position</b>	<b>Cost</b>	<b>Guarantee Offered</b>
CPS - HR	California	Public sector executive level recruitments including CM recruitments in CA & AZ – no WA executive recruitments clients listed.	16 Weeks from contract start date to employment offer (CM start date projected end of June)	Not to exceed \$23,500	2 Years
The Mercer Group	California	Public sector executive level recruitments including many CM recruitments in other states – no current WA executive recruitments clients listed, other than Richland, WA several years ago.	16 Weeks from contract start date to employment offer (CM start date projected end of June)	\$16,500 plus expenses. Expenses not to exceed \$8,000. (\$24,500)	2 Years
Prothman	Washington	Public sector executive level recruitments including many CM recruitment in Washington State, as well as other states.	12 – 15 weeks from contract start date to employment offer (CM start date projected beginning to mid-June)	\$21,500 plus expenses. Approximately \$5,000. (\$26,500)	2 Years

It is expected that the Council will engage in a discussion that ultimately leads to the selection of one of the four recruitment firms listed above. Staff believes that the City will be well served by any one of the four firms being considered.

Mayor Bassett has assembled a City Manager Recruitment Sub-committee. The Councilmembers serving on this sub-committee are Mayor Bruce Bassett, Deputy Mayor Debbie Bertlin, and Councilmember Jeff Sanderson. Following the selection of a recruitment firm, the sub-committee shall work closely with key staff and the selected consulting firm to ensure the selection of an outstanding candidate to serve as the City’s next City Manager.

**Cost Considerations**

In addition to the cost of hiring a consulting firm to conduct the recruitment of a City Manager, there are other expenses associated with this process. Such expenses include travel reimbursement costs for interview finalists who may be coming from out of state, as well as costs associated with conducting various elements of the interview process. It is expected that all costs associated with the City Manager recruitment process will not exceed \$30,000. These expenses shall be charged against the City’s professional services budget, which is currently budgeted at \$75,000 in 2016.

**RECOMMENDATION**

*Human Resources Director*

MOVE TO: Authorize the Mayor to sign a recruitment services agreement with \_\_\_\_\_ for the position of City Manager.



**A PROPOSAL TO CONDUCT AN EXECUTIVE  
RECRUITMENT FOR A  
City Manager  
ON BEHALF OF THE  
City of Mercer Island**

1677 Eureka Road, Suite 202  
Roseville, CA 95661  
(916) 784-9080  
(916) 784-1985 fax



January 5, 2016

Mayor Bruce Bassett and Members of the City Council  
City of Mercer Island  
9611 SE 36<sup>th</sup> Street  
Mercer Island, WA 98040

Dear Mayor Bassett and Council Members:

Thank you for inviting Bob Murray & Associates to submit a proposal to conduct the City Manager recruitment for the City of Mercer Island. The following proposal details our qualifications and describes our process of identifying, recruiting and screening outstanding candidates on your behalf. It also includes a proposed budget, timeline, guarantee, and sample recruitment brochure.

At Bob Murray & Associates, we pride ourselves on providing quality service to local governments. We have created a recruitment process that combines our ability to help you to determine the direction of the search and the types of candidates you seek with our experience recruiting outstanding candidates who are not necessarily looking for a job. Our proven expertise ensures that the candidates we present for your consideration will match the criteria you have established and will be outstanding in their field.

With respect to the City Manager recruitment, Bob Murray & Associates offers the following expertise:

- We have placed over 200 City Managers since our firm's inception in 2000. We are currently conducting City Manager recruitments on behalf of the cities of Manteca, Rosemead, Santee, and Vernon (City Administrator), CA; as well as the City of Newberg, OR. In the past three years, we have placed City Managers in the California cities of Albany, Arvin, Atherton, Banning, Bell, Cathedral City, Chino, Chino Hills, Colton, Concord, El Monte, Fortuna, Goleta, Hemet, Hesperia, Lake Elsinore, Lemon Grove, Marina, Merced, Modesto, Oceanside, Oxnard, Pico Rivera, Rancho Cordova, Rancho Palos Verdes, Redondo Beach, San Fernando, Santa Ana, Seaside, South Gate, Temple City, and Ventura, CA; Chandler, Glendale, Phoenix, and Tucson, AZ; Sterling, CO; Miami Beach, FL; Topeka, KS; and Dallas, TX. For a complete list of our previous City Manager recruitments, please reference the enclosed client list. Our extensive contacts and knowledge of outstanding candidates will ensure you have a quality group of finalists from which to select the City of Mercer Island's next City Manager.
- Bob Murray & Associates' experience in the State of Washington is diverse and will be an asset when presenting opportunities to prospective candidates. We most recently completed the searches for the Riverfront Park Director and Planning

Services Director for the City of Spokane, the Deputy Fire Chief recruitment on behalf of the Spokane Valley Fire Department, the Police Chief search on behalf of the City of Seattle, and assisted the City of Vancouver in sourcing candidates for its Police Chief search; we also recently completed the Human Resources Director recruitment on behalf of the City of Bellevue, as well as the Fire Chief and Police Chief recruitments for the City of Walla Walla. Our other experience in Washington includes conducting recruitments on behalf of the cities of Airway Heights (City Manager); Bellevue (Police Chief); Covington (Interim City Manager); Kirkland (City Manager); Maple Valley (Community Development Director, Parks and Recreation Director, and Public Works Director); Newcastle (City Manager and Community Development Director); Seattle (Police Chief and Fire Chief); Shoreline (City Manager); Tacoma (Police Chief and Purchasing Manager); and Vancouver (City Manager and Economic Development and Redevelopment Director); as well as the Kennewick Irrigation District (District Manager); the Port of Seattle (Police Chief); and the Vancouver Housing Authority (Executive Director and Deputy Executive Director).

A significant portion of our process focuses on conducting thorough and confidential background investigations of the top 2-3 candidates to ensure that nothing about them is left undiscovered. We have candid discussions with references who have insight into the candidate's experience, style and ethics; conduct a search of newspaper articles; and run credit, criminal and civil records reports. This ensures that the chosen candidate will not only be an excellent fit with the City of Mercer Island, but also that the selected candidate will reflect positively upon your organization.

To learn first hand of the quality of our service and our recruitment successes, we invite you to contact the references listed on page 11 of the attached proposal.

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

Sincerely,

*Valerie Gaeta Phillips*

Valerie Gaeta Phillips  
President  
Bob Murray & Associates

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## **THE RECRUITMENT PROCESS**

Bob Murray & Associates' unique and client oriented approach to executive search will ensure that the City of Mercer Island has quality candidates from which to select the new City Manager. Outlined below are the key steps in our recruitment process.

### **STEP 1 DEVELOPING THE CANDIDATE PROFILE**

Our understanding of the City of Mercer Island's needs will be key to a successful search. We will work with the City Council to learn as much as possible about the organization's expectations for a new City Manager. We want to learn the values and culture of the organization, as well as understand the current issues, challenges and opportunities that face the City of Mercer Island. We also want to know the City Council's expectations regarding the knowledge, skills and abilities sought in the ideal candidate and will work with the City to identify expectations regarding education and experience. Additionally, we want to discuss expectations regarding compensation and other items necessary to complete the successful appointment of the ideal candidate. The profile we develop together at this stage will drive subsequent recruitment efforts.

### **STEP 2 ADVERTISING CAMPAIGN AND RECRUITMENT BROCHURE**

After gaining an understanding of the City of Mercer Island's needs, we will design an effective advertising campaign appropriate for the City Manager recruitment. We will focus on professional journals that are specifically suited to the City Manager search. We will also develop a professional recruitment brochure on the City Council's behalf that will discuss the community, organization, position and compensation in detail. Once completed, we will mail the profile to an extensive audience, making them aware of the exciting opportunity with the City of Mercer Island.

### **STEP 3 RECRUITING CANDIDATES**

After cross-referencing the profile of the ideal candidate with our database and contacts in the field, we will conduct an aggressive outreach effort, including making personal calls to prospective applicants, designed to identify and recruit outstanding candidates. We recognize that the best candidate is often not looking for a new job and this is the person we actively seek to convince to become a candidate. Aggressively marketing the City Manager position to prospective candidates will be essential to the success of the search.

### **STEP 4 SCREENING CANDIDATES**

Following the closing date for the recruitment, we will screen the resumes we have received. We will use the criteria established in our initial meetings as a basis upon which to narrow the field of candidates.

## **STEP 5 PERSONAL INTERVIEWS**

We will conduct personal interviews with the top 10 to 12 candidates with the goal of determining which candidates have the greatest potential to succeed in your organization. During the interviews we will explore each candidate's background and experience as it relates to the City Manager position. In addition, we will discuss the candidate's motivation for applying for the position and make an assessment of his/her knowledge, skills and abilities. We will devote specific attention to establishing the likelihood of the candidate's acceptance of the position if an offer of employment is made.

## **STEP 6 PUBLIC RECORD SEARCH**

Following the interviews, we will conduct a review of published articles for each recommended candidate. Various sources will be consulted including Lexis-Nexis™, a newspaper/magazine search engine, Google, and local papers for the communities in which the candidates have worked. This alerts us to any further detailed inquiries we may need to make at this time.

## **STEP 7 RECOMMENDATION**

Based on the information gathered through meetings with your organization and personal interviews with candidates, we will recommend a limited number of candidates for your further consideration. We will prepare a detailed written report on each candidate that focuses on the results of our interviews and public record searches. We will make specific recommendations, but the final determination of those to be considered will be up to you.

## **STEP 8 FINAL INTERVIEWS**

Our years of experience will be invaluable as we help you develop an interview process that objectively assesses the qualifications of each candidate. We will adopt an approach that fits your needs, whether it is a traditional interview, multiple interview panel or assessment center process. We will provide you with suggested interview questions and rating forms and will be present at the interview/assessment center to facilitate the process. Our expertise lies in facilitating the discussion that can bring about a consensus regarding the final candidates.

We will work closely with your staff to coordinate and schedule interviews and candidate travel. Our goal is to ensure that each candidate has a very positive experience, as the manner in which the entire process is conducted will have an effect on the candidates' perception of your organization.

## **STEP 9 BACKGROUND CHECKS /DETAILED REFERENCE CHECKS**

Based on final interviews we will conduct credit, criminal, civil litigation and motor vehicle record checks for the top one to three candidates. In addition, those candidates will be the subjects of detailed, confidential reference checks. In order to gain an accurate and honest appraisal of the candidates' strengths and weaknesses, we will talk candidly with people who have direct knowledge of their work and management style. We will ask candidates to forward the names of their supervisors, subordinates and peers for the past several years. Additionally, we make a point of speaking confidentially to individuals who we know have insight into a candidate's abilities, but who may not be on their preferred list of contacts. At this stage in the recruitment we will also verify candidates' degrees.

## **STEP 10 NEGOTIATIONS**

We recognize the critical importance of successful negotiations and can serve as your representative during this process. We know what other organizations have done to put deals together with great candidates and will be available to advise you regarding current approaches to difficult issues such as housing and relocation. We will represent your interests and advise you regarding salary, benefits and employment agreements with the goal of putting together a deal that results in the appointment of your chosen candidate. Most often we can turn a very difficult aspect of the recruitment into one that is viewed positively by both you and the candidate.

## **STEP 11 COMPLETE ADMINISTRATIVE ASSISTANCE**

Throughout the recruitment we will provide the City Council with updates on the status of the search. We will also take care of all administrative details on your behalf. Candidates will receive personal letters advising them of their status at each critical point in the recruitment. In addition, we will respond to inquiries about the status of their candidacy within twenty-four hours. Every administrative detail will receive our attention. Often, candidates judge our clients based on how well these details are handled.

## BUDGET AND TIMING

### PROFESSIONAL FEE AND EXPENSES

The consulting fee for conducting the City Manager recruitment on behalf of the City of Mercer Island is \$17,500 plus expenses. Services provided for in the fee consist of all steps outlined in this proposal including three (3) days of meetings on site. The City of Mercer Island will be responsible for reimbursing expenses Bob Murray & Associates incurs on your behalf. We estimate expenses for this project to be \$8,500. Reimbursable expenses include such items as the cost of recruiter travel; clerical support; brochure development; placement of ads; credit, criminal and civil background checks; education verification; and public records searches. Postage, printing, photocopying, and telephone charges are allocated costs and included in the expense estimate.

### TIMING

We are prepared to start work on this assignment immediately and anticipate that we will be prepared to make our recommendation regarding finalists within seventy five to ninety days from the start of the search.

#### Task:

#### Week:

Contract Start Date:	TBD
Initial Meeting(s):	1 week from contract start date
Our firm develops recruitment brochure:	2 weeks from contract start date
City approves brochure:	4 weeks from contract start date
Job advertising and candidate sourcing:	8 weeks from contract start date
Our firm reviews application packets:	9 weeks from contract start date
Our firm conducts screening process:	10 weeks from contract start date
City approves candidates:	12 weeks from contract start date
City's interview panel convenes:	13 weeks from contract start date
Reference/Background Checks:	14 weeks from contract start date
Second Interviews by City, if necessary:	15 weeks from contract start date
Offer of Employment:	16 weeks from contract start date

## **GUARANTEE**

We guarantee that should a recommended candidate selected for the position be terminated within the first year of employment we will conduct the search again at no cost (with the exception of expenses) to the City of Mercer Island. We are confident in our ability to recruit outstanding candidates and do not expect the City of Mercer Island to find it necessary to exercise this provision of our proposal.



## PROFESSIONAL QUALIFICATIONS

### BOB MURRAY, FOUNDER

Mr. Murray brings over 25 years experience as a recruiter. Mr. Murray is recognized as one of the nation's leading recruiters. He has conducted hundreds of searches for cities, counties, and special districts. He has been called on to conduct searches for some of the largest most complex organizations in the country and some of the smallest.

Mr. Murray has conducted searches for chief executives, department heads, professional and technical positions. Mr. Murray has taken the lead on the firm's most difficult assignments with great success. His clients have retained him again and again given the quality of his work and success in finding candidates for difficult to fill positions.

Prior to creating Bob Murray & Associates, Mr. Murray directed the search practice for the largest search company serving local government in the country. Mr. Murray has worked in local government and benefits from the knowledge of having led an organization. Prior to his career in executive search he served as the City Manager for the City of Olympia, Washington. He has also served as an Assistant City Manager and held positions in law enforcement.

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

### **VALERIE GAETA PHILLIPS, PRESIDENT**

Ms. Gaeta Phillips has over 15 years of recruiting experience, including more than a decade of recent experience in executive search for public, private, and startup companies nationwide. Ms. Gaeta Phillips has expertise in the full recruiting cycle, from process design and outreach through candidate assessment and selection. She has placed senior-level candidates in a variety of industries and fields, including Finance, Information Technology, and Engineering. Ms. Gaeta Phillips is valued for her passion for finding and retaining the most outstanding candidates for even the most difficult or untraditional assignments and for her commitment to her clients' success. Ms. Gaeta Phillips has a passion for helping people, evidenced by her fundraising and efforts to raise awareness for organizations such as Autism Speaks and the M.I.N.D. Institute.

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

Mr. Phillips started his career with a New York based Fortune 100 company and quickly became a Senior Manager building and running a large customer service organization in New York and eventually in thirteen countries in Europe. He also served as a Director with a large Fortune 500 company and was responsible for developing and maintaining new and existing clients in Europe, Asia, and Australia. He then became Senior Vice President with a public enterprise software company. Some of his successes include building an organization from 2 to 250 people worldwide; acquiring 5 companies in two years; and growing a company from 800 to 1200 employees.

Mr. Phillips was part of an executive acquisition and recruiting team where he helped build a start-up enterprise software company in San Francisco. He recruited top notch talent, and built a world class organization. The company was eventually sold to a Fortune 500 software company.

Mr. Phillips has maintained customer relationships in the public sector, private sector, as well as medical, and financial institutions. He prides himself on finding key talent and offering the best customer service to his clients.

Mr. Phillips is involved in his community as a soccer coach and as an organizer of fundraisers for Autism Speaks in Sacramento. Mr. Phillips received his Associate of Science degree, as well as completed coursework at Rochester Institute of Technology, NY.

### **REGAN WILLIAMS, SENIOR VICE PRESIDENT**

Mr. Williams brings 30 years of local government experience to Bob Murray & Associates. Most recently, he worked as a private consultant with Deloitte and Touche on various public sector assignments. Prior to that, he served as Director of Public Safety with the City of Sunnyvale, CA.

Mr. Williams was involved in the development of some of Sunnyvale's most innovative programs and has a national reputation for excellence in law enforcement. He has been responsible for numerous recruitments throughout his career. Clients find his insight and expertise in recruitment and selection a valuable asset.

Mr. Williams received his Bachelor of Science Degree in Administration of Justice from San Jose State University. He is also a graduate of the FBI National Academy.

### **JOEL BRYDEN, VICE PRESIDENT**

Mr. Bryden has over 30 years of local government experience that he brings to the firm, having recently retired as the Chief of Police in Walnut Creek, CA.

Throughout his career, Mr. Bryden has been involved in public sector consulting. He has vast experience in hiring and promotional processes, as well as interviewing candidates for advancement in all aspects of local government. Mr. Bryden has a solid reputation as a leader in the public sector, and clients find his ability to find and evaluate outstanding applicants invaluable.

Mr. Bryden is a graduate of the FBI National Academy and obtained his Bachelor of Arts degree in Communication from San Diego State University.

### **FRED FREEMAN, VICE PRESIDENT**

Mr. Freeman brings over 24 years of local government experience to Bob Murray & Associates, with 11 years in the recruitment field. Mr. Freeman is a retired Chief of Police and has served as an elected official in local government. He has vetted hundreds of local governmental officials in the pre-employment process and conducted recruitments for positions in all sectors of public agency employment.

In addition to his career in the law enforcement field, Mr. Freeman served as the Mayor and the Mayor Pro-Tem for the Los Alamitos City Council. Mr. Freeman has been a member of the Public Safety Policy Committee - California League of Cities; the Orange County Fire Authority Board of Directors; and the Orange Line Development Authority as the Vice-Chair. His unique perspective and experience, as both a member of executive city staff and as an elected official, provides exceptional results for our clients.

Mr. Freeman is a graduate of the FBI National Academy and received his Teaching Credential from the University of California Los Angeles.

### **AMANDA URRUTIA-SANDERS, PRINCIPAL CONSULTANT**

As a consultant with Bob Murray & Associates, Ms. Urrutia-Sanders is responsible for research, candidate recruitment and screening, as well as reference checks and background verifications. She focuses on client communication and works closely with clients to coordinate candidate outreach and ensure a successful search.

Ms. Urrutia-Sanders brings several years of industry experience as she worked for one of the nation's largest recruitment firms. Her insight into the recruitment process is a valuable asset to Bob Murray & Associates.

Ms. Urrutia-Sanders received her Bachelor's of Arts degree in Communications from the University of Wyoming.

### **AMBER SMITH, SENIOR CONSULTANT**

As Senior Consultant with Bob Murray & Associates, Ms. Smith acts as a liaison between clients and candidates from beginning to end of each recruitment process. She is responsible for the development and distribution of position recruitment and advertising materials, client research, reference and background checks, responding to requests for proposals, and providing a broad range of support services for the recruiting team.

Ms. Smith brings over 5 years of client-oriented customer service, administrative, and management experience to Bob Murray & Associates. She is committed to working as a partner with clients and candidates in order to provide a quality service and experience.

Ms. Smith received her Bachelor of Arts degree in Business Administration from La Sierra University, Riverside, California.

## REFERENCES

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

**CLIENT:** City of Bellevue, WA  
**POSITION:** Human Resources Director  
**REFERENCE:** Mr. Steve Sarkozy, former City Manager, (206) 310-0031

**CLIENT:** City of Spokane, WA  
**POSITION:** Planning Services Director and Riverfront Park Director  
**REFERENCE:** Ms. Lisa Richards, Human Resources Analyst, (509) 625-6909

**CLIENT:** City of Walla Walla, WA  
**POSITION:** Fire Chief and Police Chief  
**REFERENCE:** Mr. Nabiel Shawa, City Manager, (509) 527-4522

**CLIENT:** City of Albany, CA  
**POSITION:** City Manager  
**REFERENCE:** Ms. Nicole Almaguer, City Clerk, (510) 528-5710

**CLIENT:** City of Calistoga, CA  
**POSITION:** City Manager  
**REFERENCE:** Councilmember Gary Kraus, (707) 942-6486

**CITY MANAGER**

Airway Heights, WA  
Albany, CA  
Albany, OR  
Antioch, CA  
Apple Valley, CA (Town Manager)  
Arcadia, CA  
Arcata, CA  
Arvada, CO  
Arvin, CA  
Banning, CA  
Barstow, CA  
Bell, CA  
Benicia, CA  
Campbell, CA  
Capitola, CA  
Carmel, CA  
Castle Rock, CO (Town Manager)  
Cathedral City, CA  
Centennial, CO  
Chandler, AZ  
Chico, CA  
Chino, CA  
Chino Hills, CA  
Chowchilla, CA (City  
Administrator)  
Chula Vista, CA  
Claremont, CA  
Concord, CA  
Coos Bay, OR  
Corcoran, CA  
Corona, CA  
Coronado, CA  
Corte Madera, CA (Town Manager)  
Cotati, CA  
Dallas, TX  
Dinuba, CA  
Dixon, CA  
Dublin, CA  
El Monte, CA  
Elk Grove, CA  
Escalon, CA  
Eugene, OR  
Fairfield, CA  
Fort Lauderdale, FL  
Fortuna, CA  
Fremont, CA  
Glendale, AZ

Goleta, CA  
Grover Beach, CA  
Half Moon Bay, CA  
Hemet, CA  
Hesperia, CA  
Hollister, CA  
Imperial, CA  
Ione, CA  
Irwindale, CA  
Kirkland, WA  
La Mesa, CA  
La Palma, CA  
Laguna Beach, CA  
Lake Elsinore, CA  
Lakeport, CA  
Lancaster, CA  
Lathrop, CA  
Lemon Grove, CA  
Loomis, CA (Town Manager)  
Los Alamitos, CA  
Manteca, CA  
Marina, CA  
Martinez, CA  
Menifee, CA  
Menlo Park, CA  
Merced, CA  
Miami Beach, FL  
Millbrae, CA  
Mill Valley, CA  
Milwaukie, OR  
Modesto, CA  
Monrovia, CA  
Montebello, CA (City  
Administrator)  
Monterey Park, CA  
Mountain View, CA  
Needles, CA  
Newberg, OR  
Newcastle, WA  
Novato, CA  
Oak Creek, WI (City  
Administrator)  
Oakdale, CA  
Oakley, CA  
Oceanside, CA  
Ojai, CA  
Orinda, CA  
Oxnard, CA

Pacifica, CA  
Palo Alto, CA  
Pasadena, CA  
Patterson, CA  
Phoenix, AZ  
Pittsburg, CA  
Pico Rivera, CA  
Pismo Beach, CA  
Pittsburg, CA  
Poway, CA  
Rancho Cordova, CA  
Rancho Palos Verdes, CA  
Red Bluff, CA  
Redondo Beach, CA  
Rio Vista, CA  
Roseville, CA  
Salem, OR  
Salinas, CA  
San Antonio, TX  
San Carlos, CA  
San Clemente, CA  
San Fernando, CA  
San Jose, CA  
San Marcos, CA  
San Pablo, CA  
San Rafael, CA  
San Ramon, CA  
Santa Ana, CA  
Santa Paula, CA  
Santa Rosa, CA  
Santee, CA  
Seaside, CA  
Shoreline, WA  
Sonoma, CA  
South Lake Tahoe, CA  
South Pasadena, CA  
Springfield, OR  
St. Helena, CA  
Stanton, CA  
Sterling, CO  
Stockton, CA  
Temple City, CA  
Thousand Oaks, CA  
Topeka, KS  
Truckee, CA (Town Manager)  
Tualatin, OR  
Tucson, AZ  
Turlock, CA  
Vallejo, CA  
Ventura, CA

Vernon, CA (City Administrator)  
Walnut Creek, CA  
Westminster, CA  
Woodland, CA  
Yuba City, CA

**ASSISTANT/DEPUTY CITY  
MANAGER**

Alameda, CA  
Arlington, TX  
Arvada, CO  
Barstow, CA  
Beverly Hills, CA  
Brighton, CO  
Carlsbad, CA  
Dublin, CA  
Lancaster, CA  
Monterey, CA  
North Las Vegas, NV  
Orange, CA  
Pasadena, CA  
Peoria, AZ  
Petaluma, CA  
Pomona, CA  
Rancho Cordova, CA  
Reno, NV  
Rocklin, CA  
Sanger, CA  
Signal Hill, CA  
Stockton, CA  
Virginia Beach, VA  
Ventura, CA  
Woodland, CA  
Yuba City, CA

**COUNTY ADMINISTRATOR**

Alachua County, FL  
Butte County, CA  
Clackamas County, OR  
Clark County, NV  
Deschutes County, OR  
Lee County, FL  
Marion County, OR  
Pasco County, FL  
San Benito County, CA  
Tehama County, CA  
Wake County, NC  
Washington County, OR

**ADMINISTRATIVE SERVICES**

**DIRECTOR**

Garden Grove, CA  
Lincoln, CA  
Los Alamitos, CA  
Ontario, CA  
Placer County Water Agency, CA  
Pleasanton, CA  
San Carlos, CA  
Stockton, CA  
Union City, CA  
Yucca Valley, CA

**ANIMAL SERVICES DIRECTOR**

Contra Costa County, CA  
Franklin County, Ohio  
Irvine, CA  
Oakland, CA  
Rancho Cucamonga, CA  
Sacramento County, CA

**AVIATION/AIRPORT**

Big Bear Airport, CA  
Bob Hope Airport, CA  
Clark County, NV-McCarran  
International Airport  
Dallas/Fort Worth, TX  
Fresno, CA  
Los Angeles World Airports, CA  
San Francisco International  
Airport, CA  
San Jose, CA

**BUILDING**

**OFFICIALS/INSPECTION**

Arroyo Grande, CA  
Bakersfield, CA  
Centre City Development  
Corporation, CA  
El Segundo, CA  
Grants Pass, OR  
Marin County, CA  
Modesto, CA  
Palo Alto, CA  
Sacramento, CA  
San Francisco, CA  
San Luis Obispo County, CA  
Stockton, CA  
Tehama County, CA  
Yuba City, CA

**CITY CLERK**

Central Contra Costa Sanitation  
District, CA (Secretary to the  
District)  
Chino Hills, CA  
Commerce, CA  
Dublin, CA  
Fremont, CA  
Hollister, CA  
Menlo Park, CA  
Monterey County, CA (Clerk to the  
Board)  
Napa, CA  
Rio Vista, CA  
Santa Clara Valley Transportation  
Authority, CA (Board Secretary)  
Sunnyvale, CA

**COMMUNITY DEVELOPMENT**

**DIRECTOR**

Benicia, CA  
Beverly Hills, CA  
Capitola, CA  
Chino Hills, CA  
Concord, CA  
Cotati, CA  
Daly City, CA  
Dublin, CA  
Fremont, CA  
Fullerton, CA  
Hollister, CA (Development  
Services Director)  
Inglewood, CA  
Irvine, CA  
Lincoln, CA  
Los Banos, CA  
Manteca, CA  
Maple Valley, WA  
Marin County, CA  
Modesto, CA  
Moreno Valley, CA  
Morgan Hill, CA  
Newark, CA  
Newcastle, WA  
Oakland, CA  
Oceanside, CA  
Palo Alto, CA  
Palm Springs, CA (Community  
Economic Development Director)  
Pleasanton, CA



Redlands, CA  
Salem, OR  
Salinas, CA  
San Antonio Housing Authority,  
TX  
San Carlos, CA  
Santa Cruz, CA  
Sausalito, CA  
Stockton, CA  
Sumter County, FL  
Vacaville, CA  
Vallejo, CA  
Walnut Creek, CA  
Yuba City, CA  
Yucca Valley, CA

**CONVENTION AND VISITOR'S  
BUREAU DIRECTOR**

Las Vegas Convention and  
Visitors' Authority, NV  
Los Angeles, CA  
North Lake Tahoe Visitors Bureau,  
CA  
Mammoth Lakes, CA  
San Antonio, TX  
Steamboat Springs, CO

**ECONOMIC DEVELOPMENT**

Broward County, FL  
Chula Vista, CA  
Concord, CA  
Corona, CA  
Daly City, CA  
Fullerton, CA  
Milpitas, CA  
Modesto, CA  
Morgan Hill, CA  
New Orleans Redevelopment  
Authority, OR  
Oakland, CA  
Peoria, AZ  
Phoenix, AZ  
Port of Los Angeles, CA  
Port of San Diego, CA  
Redlands, CA  
Sacramento, CA  
Salinas, CA  
San Antonio Housing Authority,  
TX  
Scottsdale, AZ

Stockton, CA  
Taft, CA  
Tracy, CA  
Upland, CA  
Vancouver, WA  
Visalia, CA

**ENGINEERING**

Bakersfield, CA  
Barstow, CA  
Bob Hope Airport, CA  
Central Contra Costa Sanitary  
District, CA  
Chino Hills, CA  
Clark County, NV – McCarran  
Airport  
Corona, CA  
Damascus, OR  
Dublin San Ramon Services  
District, CA  
Elk Grove, CA  
Imperial Irrigation District, CA  
Long Beach, CA  
Los Banos, CA  
Monterey County Water Resources  
Agency, CA  
Needles, CA  
Nevada County, NV  
Nye County, NV  
Oceanside, CA  
Omnitrans, CA  
Peoria, AZ  
Pico Rivera, CA  
Pismo Beach, CA  
Pomona, CA  
Redlands, CA  
Richmond, CA  
Reno, NV  
San Luis Obispo County,  
Nacimiento Project, CA  
School District of Hillsborough  
County, FL (General Manager of  
Transportation)  
Sewer Authority Mid-Coastside,  
CA  
South Pasadena, CA  
Stockton, CA  
Tiburon, CA  
Tracy, CA

United Water Conservation  
District, CA  
Vallejo, CA  
Visalia, CA

**EXECUTIVE DIRECTOR**

Association of Monterey Bay Area  
Governments, CA  
Arizona Municipal Water Users  
Association, AZ  
Bay Area Air Quality Management  
District, CA  
Broward County, FL (Port  
Everglades Chief Executive/Port  
Director)  
California Fire and Rescue Training  
Authority, CA  
California Peace Officers  
Association, CA  
California State Association of  
Counties, CA  
California School Boards  
Association, CA  
Central Contra Costa Solid Waste  
Authority, CA  
Chula Vista Redevelopment  
Agency, CA  
Cooperative Agricultural Support  
Services Authority (CASS), CA  
Early Learning Coalition of  
Broward County, Inc (CEO)  
Elk Grove-Rancho Cordova-El  
Dorado Connector JPA, CA  
El Paso Water Utilities-Public  
Service Board, TX  
(President/CEO)  
Florida Public Transportation  
Association (FPTA), FL  
Hillsborough County, FL-Head  
Start Division (Division Director)  
Home Forward, OR  
Housing Authority of the City of  
Austin, TX (President/CEO)  
Housing Authority of the City of  
Los Angeles, CA  
Housing Authority of the City of  
Madera, CA  
Housing Authority of the County  
of Butte, CA

Housing Authority of the County  
of Santa Cruz, CA  
Hub Cities Consortium, CA  
Kings Community Action  
Organization, CA  
Mammoth Lakes Visitors Bureau,  
CA  
March Joint Powers Authority, CA  
Metro, Portland, OR  
Oakland Housing Authority, CA  
(CEO)  
Oregon Cascades West Council of  
Governments, OR  
Palos Verdes Library District, CA  
PATH Ventures, CA  
Pima Association of Governments  
and Regional Transit Association,  
AZ  
Recreation Centers of Sun City  
West, AZ  
Sacramento Area Flood Control  
Agency, CA (Executive & Deputy)  
San Bernardino Associated  
Governments, CA  
San Diego Association of  
Governments, CA  
Children's Board of Hillsborough  
County (Executive Director)  
Louisiana Housing Corporation  
(Executive Director)  
San Francisco Estuary Institute, CA  
San Joaquin Council of  
Governments, CA  
Santa Clara Valley Water District,  
CA (CEO)  
SOS Children's Villages – Florida  
(CEO)  
South Bayside Waste Management  
Authority, CA  
Southern California Association of  
Governments (Deputy)  
Vancouver Housing Authority, WA  
(Executive & Deputy)  
West Contra Costa Integrated  
Waste Management District, CA  
West Contra Costa Transportation  
Advisory Committee, CA  
Yolo Emergency Communications  
Agency, CA

## **FINANCIAL**

Alameda, CA  
Alameda County Congestion  
Management Agency, CA  
Aurora, CO  
Baldwin Park, CA  
Barstow, CA  
Boulder, CO  
Boulder City, NV  
Calaveras County Water District,  
CA  
Campbell, CA  
Chino Hills, CA  
Clark County, NV  
Corona, CA  
Cotati, CA  
Damascus, OR  
D.C. Government, DC  
East Bay Municipal Utility District,  
CA  
El Dorado Hills Community  
Services District, CA  
Elk Grove, CA  
Fairfield, CA  
Grants Pass, OR  
Half Moon Bay, CA  
Hallandale Beach, FL  
Healdsburg, CA  
Hercules, CA  
Housing Authority of the City of  
Los Angeles, CA  
Imperial Beach, CA  
Imperial Irrigation District, CA  
Inglewood, CA  
Ione, CA  
Lancaster, CA  
Las Vegas Valley Water District,  
NV  
Lincoln, CA  
Los Altos, CA  
McCarran International Airport-  
Clark County, NV  
Menlo Park Fire Protection  
District, CA  
Modesto, CA  
Monterey Park, CA  
Norfolk, VA (Assistant Director)  
Oakland, CA  
Oceanside, CA  
Palmdale Water District, CA

People Assisting the Homeless, CA  
Pinellas Suncoast Transit  
Authority, FL  
Pleasanton, CA  
Quincy, FL  
Recreation Centers of Sun City  
West, AZ  
Roseville, CA  
Sacramento County, CA  
San Bernardino International  
Airport, CA  
San Carlos, CA  
San Diego, CA  
San Francisco, CA  
San Leandro, CA  
San Jose, CA  
San Mateo, CA  
Santa Monica, CA  
Sparks, NV  
Stockton, CA  
Thornton, CO  
Topeka, KS  
Union City, CA  
Washoe County, NV  
Wayne County, MI  
West Covina, CA  
West Hollywood, CA  
West Wendover, NV  
White Pine County, NV  
Yolo County, CA

## **FIRE CHIEF**

Alameda, CA  
Arroyo Grande (Director of  
Building & Fire)  
Aurora, CO  
Cathedral City, CA  
Chino Valley Independent Fire  
District, CA  
Chula Vista, CA  
Contra Costa County Fire  
Protection District, CA  
Encinitas, Del Mar, and Solana  
Beach, CA  
Eugene, OR  
Fremont, CA  
Folsom, CA  
Fullerton, CA  
Garden Grove, CA  
Glendale, CO

Hillsboro, OR  
Hollister, CA  
Lodi, CA  
Livermore – Pleasanton Fire District, CA  
Marina, CA  
Milpitas, CA  
Monrovia, CA  
Montebello, CA  
Mountain View, CA  
Newark, CA (Assistant & Chief)  
Oceanside, CA  
Palm Springs, CA  
Peoria, AZ  
Petaluma, CA  
Piedmont, CA  
Poudre Fire Authority, CO  
Rancho Cucamonga, CA (Deputy & Chief)  
Rancho Santa Fe Fire Protection District, CA  
Roseville, CA  
Sacramento County, CA  
Salinas, CA  
San Mateo, CA  
San Miguel Fire Protection District, CA  
Santa Cruz, CA  
Sonoma Valley Fire & Rescue Authority, CA  
Spokane Valley Fire Department, WA (Deputy)  
Sumter County, FL  
Sunnyvale, CA (Public Safety Director)  
Tracy, CA  
University of California, Davis  
Union City, CA (Assistant & Chief)  
Upland, CA  
Vacaville, CA  
Walla Walla, WA

**GENERAL MANAGER**

Big Bear City Community Services District, CA  
Calaveras County Water District, CA  
Central Arizona Project, AZ  
Central Contra Costa Sanitation District, CA

Central Marin Sanitation Agency, CA  
Coachella Valley Mosquito Vector Control District, CA  
Cordova Recreation and Park District, CA (District Administrator)  
East Bay Dischargers Authority, CA  
Fallbrook Public Utilities District, CA  
Hilton, Famkopf, and Hobson LLC, CA  
Joshua Basin Water District, CA  
Jurupa Community Services District, CA  
Kennewick Irrigation District, WA (District Manager)  
Los Angeles Convention Center, CA  
Montecito Water District, CA  
Monterey Peninsula Regional Park District, CA  
Monterey Regional Waste Management District, CA  
Monterey Regional Water Pollution Control Agency, CA (Assistant)  
Oro Loma Sanitary District, CA  
Public Agency Risk Sharing Authority of California, CA  
Pleasant Valley Recreation & Park District, CA  
Reclamation District 1000, CA (District Engineer)  
Ross Valley Sanitary District, CA  
Salinas Valley Solid Waste Authority, CA  
Sanitary District No. 5 of Marin County, CA  
San Lorenzo Valley Water District, CA  
Santa Cruz Consolidated Emergency Communications Center, CA  
Sewer Authority Mid-Coastside, CA  
South Placer Municipal Utility District, CA  
Sweetwater Springs Water District, CA

Union Sanitary District, CA  
United Water Conservation  
District, CA  
Valley of the Moon Water District,  
CA  
Walnut Valley Water District, CA

### **HOUSING**

City of West Hollywood, CA Fort  
Worth, TX Housing Authority  
Home Forward, OR  
Housing Authority of the City of  
Austin, TX  
Housing Authority for the City of  
Brownsville, TX  
Housing Authority for the County  
of Butte, CA  
Housing Authority for the City of  
Los Angeles, CA  
Housing Authority for the City of  
Milpitas, CA  
Housing Authority of the County  
of San Joaquin, CA  
Housing Authority for the County  
of Santa Cruz, CA  
Louisiana Housing Corporation,  
LA  
Oakland Housing Authority, CA  
PATH, CA  
PATH Ventures, CA  
San Antonio Housing Authority,  
TX  
Vancouver Housing Authority, WA

### **LEGAL COUNSEL**

Aurora, CO  
Broward County, FL  
Coconut Creek, FL  
Cupertino, CA  
Fremont, CA  
Gainesville, FL  
Hayward, CA  
Inglewood, CA  
Lathrop, CA  
Lee County, FL  
Merced, CA  
Monterey, CA  
Morgan Hill, CA  
Newport Beach, CA  
North Las Vegas, NV

North Port, FL  
Oceanside, CA  
Orange, CA  
Palo Alto, CA  
Port of San Diego, CA  
Sacramento Area Flood Control  
Agency, CA  
Sacramento County, CA  
Salinas, CA  
San Benito County, CA  
San Bernardino Associated  
Governments, CA  
San Mateo, CA  
Santa Ana, CA  
Stockton, CA  
Sunnyvale, CA  
Thousand Oaks, CA  
Ventura, CA  
Walnut Creek, CA  
Yolo County, CA

### **LIBRARY**

Corona, CA  
Folsom, CA  
Monterey Park, CA  
Palos Verdes Library District, CA  
Salinas, CA  
Stockton-San Joaquin County  
Public Library, CA

### **PARKS/RECREATION/ COMMUNITY SERVICES**

Anaheim, CA  
Arlington, TX  
Bakersfield, CA  
Commerce, CA  
El Segundo, CA  
Emeryville, CA  
Half Moon Bay, CA  
Lemoore, CA  
Long Beach, CA  
Lynwood, CA  
Maple Valley, WA  
Midpeninsula Regional Open Space  
District, CA  
Milpitas, CA  
Monterey County, CA  
Palo Alto, CA  
Peoria, AZ  
Pleasanton, CA

Pleasant Valley Recreation and  
Park District, CA  
Pomona, CA  
Sacramento County, CA  
Sacramento, CA  
San Carlos, CA  
San Jose, CA  
Santa Barbara County, CA  
Santa Clarita, CA  
Spokane, WA  
Stockton, CA  
Ventura, CA  
Whittier, CA

**PERSONNEL/HUMAN  
RESOURCES**

Alameda County, CA  
Anaheim, CA  
Apple Valley, CA  
Arcadia, CA  
Azusa, CA  
Barstow, CA  
Bellevue, WA  
Benicia, CA  
Colusa County, CA  
Commerce, CA  
Corona, CA  
Desert Water Agency, CA  
Fallbrook Public Utility District  
Fremont, CA  
Inglewood, CA  
Inland Empire Utilities Agency, CA  
Glendale, AZ  
Grants Pass, OR  
Hollister, CA  
Judicial Council of California –  
Administrative Office of the  
Courts, CA  
Las Virgenes Municipal Water  
District, CA  
Moreno Valley, CA  
Monterey Park, CA  
Napa, CA  
Newark, CA  
Norfolk, VA  
North Las Vegas, NV  
Oceanside, CA  
Ontario, CA  
Patterson, CA  
Palmdale Water District, CA

Petaluma, CA  
Pico Rivera, CA  
Pomona, CA  
Rancho Cordova, CA  
Redlands, CA  
Rocklin, CA  
Roseville, CA  
San Antonio Housing Authority,  
TX  
San Bernardino County, CA  
San Carlos, CA  
San Francisco International Airport  
(SFO), CA  
Scottsdale, AZ  
Sedgwick County, KS  
Stockton, CA  
Tehama County, CA  
Wayne County, MI  
White Pine County, NV  
Yucca Valley, CA

**PLANNING**

Alameda, CA  
Beverly Hills, CA  
Centre City Development  
Corporation, CA  
Corona, CA  
Chula Vista, CA  
Damascus, OR  
El Segundo, CA  
Elk Grove, CA  
Healdsburg, CA  
Los Angeles, CA  
Los Banos, CA  
Madera, CA  
Milpitas, CA  
Modesto, CA  
Needles, CA  
Oceanside, CA  
Pacifica, CA  
Palo Alto, CA  
Palm Springs, CA  
Pleasanton, CA  
Reno, NV  
Riverside, CA  
Robson Homes, CA  
Roseville, CA  
Sacramento, CA  
Santa Ana, CA  
Santa Clara County, CA

San Benito County, CA  
San Luis Obispo County, CA  
Santa Cruz, CA  
Santa Monica, CA  
Spokane, WA  
Stockton, CA  
Sumter County, FL  
Tracy Unified School District, CA  
Washington County, OR

**POLICE CHIEF/SAFETY**

Arroyo Grande, CA  
Arvin, CA  
Ashland, OR  
Aurora, CO  
Bay Area Rapid Transit, CA  
Bellevue, WA  
Benicia, CA  
Berkeley, CA  
California State Polytechnic  
University, Pomona, CA  
California State University, East  
Bay, CA  
California State University,  
Sacramento, CA  
California State University, San  
Bernardino, CA  
California State University, San  
Francisco, CA  
California State University, San  
Marcos, CA  
Capitola, CA  
Carlsbad, CA  
Cathedral City, CA  
Chandler, AZ  
Chico, CA  
Concord, CA  
Corona, CA  
Coronado, CA  
Culver City, CA  
East Bay Regional Park District,  
CA  
East Palo Alto, CA  
El Cerrito, CA  
Eugene, OR  
Fairfield, CA  
Folsom, CA  
Fort Bragg, CA  
Fullerton, CA  
Glendale, AZ

Glendora, CA  
Half Moon Bay, CA  
Hayward, CA  
Humboldt State University, CA  
Huntington Beach, CA  
Irvine, CA  
Irwindale, CA  
Klamath Falls, OR  
La Mesa, CA  
Lake Oswego, OR  
Littleton, CO  
Livingston, CA  
Lodi, CA  
Los Angeles, CA  
Los Angeles World Airports, CA  
Los Banos, CA  
Mammoth Lakes, CA (Interim)  
Manhattan Beach, CA  
Maywood, CA  
Menlo Park, CA  
Merced, CA  
Mesa, AZ  
Modesto, CA  
Monrovia, CA  
Montebello, CA  
Monterey, CA  
Monterey County Sheriff's  
Department, CA  
Morgan Hill, CA  
North Las Vegas, NV  
Novato, CA  
Oakdale, CA  
Oakland Unified School District,  
CA  
Orange County, CA  
Orange County, FL (Chief of  
Corrections)  
Pacifica, CA  
Palm Springs, CA  
Palo Alto, CA  
Pasadena, CA  
Pasadena City College, CA  
Peoria, AZ  
Petaluma, CA  
Piedmont, CA  
Pismo Beach, CA  
Pittsburg, CA  
Placentia, CA  
Pleasanton, CA  
Port of Long Beach, CA



Port of San Diego, CA  
Port of Seattle, WA  
Redlands, CA  
Redondo Beach, CA  
Reno, NV  
Rio Vista, CA  
Rocklin, CA  
Roseville, CA  
Sacramento, CA  
Salinas, CA  
San Bernardino, CA  
San Diego State University, CA  
San Fernando, CA  
San Francisco, CA  
San Diego State University, CA  
San Jose State University, CA  
San Rafael, CA  
Santa Rosa Junior College, CA  
Sausalito, CA  
Seattle, WA  
Seaside, CA  
Signal Hill, CA  
South Gate, CA  
Stockton Unified School District,  
CA  
Sunnyvale, CA  
Tehachapi, CA  
Tracy, CA  
Tulsa, OK  
Turlock, CA  
University of California at Davis,  
CA  
University of California at Santa  
Barbara, CA  
University of Merced, CA (Officer)  
University of Oregon, OR  
Vacaville, CA  
Vallejo, CA  
Vancouver, WA  
Virginia Commonwealth University  
Walla Walla, WA  
Walnut Creek, CA  
West Sacramento, CA  
Whittier, CA

#### **POLICE COMMAND STAFF**

Atascadero, CA  
Bay Area Rapid Transit, CA  
California State University, East  
Bay, CA

California State University,  
Sacramento, CA  
California State University, San  
Bernardino, CA  
California State University, San  
Francisco, CA  
Commerce, CA  
East Bay Regional Park District,  
CA  
East Palo Alto, CA  
Menlo Park, CA  
Monterey County, CA  
Pleasanton, CA  
Santa Rosa, CA  
Port of San Diego, CA  
University of California at Merced,  
CA  
University of Oregon, OR

#### **POLICE OVERSIGHT**

Bay Area Rapid Transit, CA  
San Francisco, CA  
San Jose, CA  
Sonoma County, CA

#### **PUBLIC AFFAIRS/ INTERGOVERNMENTAL RELATIONS DIRECTOR**

Beverly Hills, CA  
Rancho Cordova, CA  
Thornton, CO  
San Diego Regional Airport  
Authority, CA  
West Basin Municipal Water  
District, CA

#### **PUBLIC SAFETY COMMUNICATIONS**

Aurora, CO  
Clackamas County, OR  
Heartland Communications Facility  
Authority, CA  
San Francisco, CA  
San Jose, CA  
Santa Cruz Consolidated  
Emergency Communications  
Center, CA  
Scott Emergency Communications  
Center



Consolidated Intergovernmental  
Dispatch Agency-Tallahassee, FL  
Washington County Consolidated  
Communications Agency, OR  
Yolo Emergency Communications  
Agency, CA

#### **PUBLIC WORKS**

Belmont, CA  
Chandler, AZ  
Clark County, NV  
Commerce, CA  
Dallas, TX  
Elk Grove, CA  
Fresno, CA  
Galt, CA  
Grants Pass, OR  
Half Moon Bay, CA  
Healdsburg, CA  
Huntington Beach, CA  
Inglewood, CA  
Lathrop, CA  
Los Banos, CA  
Mammoth Lakes, CA  
Maple Valley, WA  
Monrovia, CA  
Morro Bay, CA  
Needles, CA  
Pico Rivera, CA  
Pismo Beach, CA  
Pomona, CA  
Poway, CA  
Provo, UT  
Redlands, CA  
Roseburg, OR  
Roseville, CA  
San Benito County, CA  
San Carlos, CA  
San Diego, CA  
San Jose, CA  
Santa Cruz, CA  
South Pasadena, CA  
Stockton, CA  
Sumter County, FL  
Tehama County, CA  
Tiburon, CA  
Upland, CA  
Vallejo, CA  
Woodland, CA  
Yuba City, CA

#### **PURCHASING**

Central Contra Costa Sanitary  
District, CA  
Corona, CA  
Housing Authority of the City of  
Los Angeles  
Tacoma, WA

#### **RISK MANAGEMENT**

Azusa, CA  
California State University, San  
Marcos, CA  
Central Contra Costa Sanitary  
District, CA  
Central Marin Sanitation Agency,  
CA  
Long Beach, CA  
Las Vegas Valley Water District,  
NV  
Riverside Transit Agency, CA

#### **TECHNOLOGY**

Clark County, NV  
Durham, NC  
Fresno, CA  
Hayward, CA  
Hillsboro, OR  
Inland Empire Utilities Agency, CA  
Modesto, CA  
Peoria, AZ  
Port of Los Angeles, CA  
San Antonio Housing Authority,  
TX  
San Francisco, CA  
State Bar of California  
Tucson, AZ  
West Hollywood, CA

#### **TRANSPORTATION**

Association of Monterey Bay Area  
Governments, CA  
Dallas, TX  
Elk Grove-Rancho Cordova-El  
Dorado County Connector Joint  
Powers Authority, CA  
Omnitrans, CA  
San Diego Association of  
Governments, CA  
San Joaquin Council of  
Governments, CA

Santa Clarita, CA  
Washington County, OR  
West Contra Costa Transportation  
Advisory Committee, CA

**WASTE WATER/SANITATION/  
SOLID WASTE**

Berkeley, CA  
Central Contra Costa Sanitation  
District, CA  
Central Contra Costa Solid Waste  
Authority, CA  
Central Marin Sanitation Agency,  
CA  
Dublin San Ramon Services  
District, CA  
East Bay Dischargers Authority,  
CA  
Monterey Regional Waste  
Management District, CA  
Monterey Regional Water Pollution  
Control Agency, CA  
Oro Loma Sanitary District, CA  
Redlands, CA  
Richmond, CA  
Ross Valley Sanitary District, CA  
Salinas Valley Solid Waste  
Authority, CA  
Sanitary District No. 5 of Marin  
County, CA  
San Jose, CA  
Sewer Authority Mid-Coastside,  
CA  
South Bayside Waste Management  
Authority, CA  
South Placer Municipal Utility  
District, CA  
Stockton, CA  
Union Sanitary District, CA  
Vallejo, CA  
West Contra Costa Integrated  
Waste Management Authority, CA

**WATER**

Arizona Municipal Water Users  
Association, AZ  
Aurora, CO  
Bakersfield, CA  
Calaveras County Water District,  
CA

Joshua Basin Water District, CA  
Kennewick Irrigation District, CA  
Phoenix, AZ  
Reclamation District 1000, CA  
Redlands, CA  
Sacramento Area Flood Control  
Agency, CA  
San Diego, CA  
San Jose, CA  
San Lorenzo Valley Water District,  
CA (District Manager)  
San Luis Obispo County, CA  
Santa Clara Valley Water District,  
CA  
South Placer Municipal Utility  
District, CA  
Stockton, CA  
Sweetwater Springs Water District,  
CA  
Vallejo, CA  
Valley of the Moon Water District,  
CA  
United Water Conservation  
District, CA  
Walnut Valley Water District, CA  
Yuba City, CA

**OTHER**

Bay Area Air Quality Management  
District, CA (Deputy Air Pollution  
Control Officer)  
Benton County, OR (Health  
Director)  
Boise, ID (Community  
Ombudsman)  
Broward County, FL (Port  
Everglades Director of Business  
Development)  
Bureau Veritas, CA (Vice President  
– Operations)  
Central Contra Costa Sanitary  
District (Director of Collection  
System Operations and Director of  
Plant Operations)  
Cooperative Agricultural Support  
Services Authority, CA (Executive  
Officer)  
Cordova Recreation & Park  
District (District Administrator and  
Maintenance Superintendent)

Government Services Group, Inc.  
(Municipal Services Manager)  
Houston Housing Authority  
(Director Real Estate Investments  
& Development)  
Housing Authority of the City of  
Los Angeles (Director of General  
Services)  
Imperial Irrigation District  
(Assistant Manager of Construction  
Operations and Maintenance)  
Hilton, Farnkopf, and Hobson  
LLC (Manager/Vice President)  
Las Vegas Convention and Visitors  
Authority, NV (Director of Facility  
Projects)  
Metropolitan Washington Airports  
Authority (Vice President for  
Public Safety)  
Monterey Bay Unified Air  
Pollution Control District, CA (Air  
Pollution Control Officer)  
Monterey Park, CA (Director of  
Management Services)  
Peoria, AZ (Chief Business  
Attraction Officer)  
Port of Long Beach, CA (Managing  
Director)  
Port of San Diego, CA (Senior  
Director of Real Estate)  
Redlands, CA (8 Mid-Level  
Managers and Natural Resources  
Manager)  
Robson Homes (Forward Planner  
and Land Acquisition Manager)  
Sacramento, CA (Preservation  
Director)  
Sacramento, CA (Urban Design  
Manager)  
San Jose, CA (Assistant Director of  
Environmental Services and  
Environmental Services Director)  
San Manuel Band of Tribal Indians,  
CA (Tribal Manager)  
Santa Barbara County Air Pollution  
Control (Air Pollution Control  
Officer)  
Sedgwick County, Kansas (Health  
Department Director)

Superior Court of California,  
County of San Luis Obispo, CA  
(Assistant Court Executive Officer)  
Vallejo, CA (Water Engineering  
Manager, Water Treatment  
Superintendent, Water Distribution  
Superintendent)  
Washoe County, NV (Senior  
Services Director)  
Washoe County, NV (Social  
Services Director)





# CITY OF TUCSON, AZ

INVITES YOUR  
INTEREST IN  
THE POSITION OF

## CITY MANAGER



**BOB MURRAY  
& ASSOCIATES**  
EXPERTS IN EXECUTIVE SEARCH



Tucson,  
Arizona is  
surrounded by five  
mountain ranges in  
the Sonoran  
Desert valley.

## THE COMMUNITY

Tucson, Arizona is surrounded by five mountain ranges in the Sonoran Desert valley. Breathtaking natural open space—including the Coronado National Forest, Catalina State Park, Ironwood Forest National Monument, and Saguaro National Parks—allows Tucsonans to enjoy year-round sunshine and an enjoyable average temperature of 82 degrees with snow skiing only an hour away during the winter months. Twenty-seven thousand acres of park land supports an abundance of outdoor activities, with numerous options of hiking, biking, and camping. The southern region is ranked as one of the five best areas in the United States for bird watching. Golfing is a year-round sport at more than 40 courses, and the premier cycling event El Tour de Tucson is hosted annually. Tucson also serves as the host for the International Gem and Mineral Show. Tucson is the 33rd-largest city in the country, with a population of 526,000. Nicknamed the “Old Pueblo,” Tucson is Arizona’s second-largest and oldest city, blending Native American, Spanish, Mexican, and Anglo heritages. It retains the charm of its frontier roots and is highlighted by colorful sunsets. Museums and galleries, theater and dance companies, classical and contemporary music performances, community events and festivals are plentiful with Tucson’s beautiful desert environment. It is no surprise that people from all over the world consider Tucson a “must-see” destination; tourism contributes almost \$2 billion annually to the local economy and will continue to be a major contributor to the region’s economic base.

Tucson serves as a center for optics, astronomy, and health services and was designated by Megatrend as one of the “21st Century” cities. Tucson’s metropolitan area population has approximately one million residents, including roughly 50,000 students and employees at the University of Arizona. Tucson’s residents—comprised of a phenomenal diversity in ethnicity, culture, and lifestyle—may choose among modern downtown loft spaces, historic neighborhoods, or thoughtfully planned family communities.

Local public agencies and business partners enjoy effective collaborations, with regional and national recognition. Time magazine identifies Tucson as one of eight “intelligent cities”; Forbes ranks the city as one of the nation’s “most innovative”; and Sunset describes Tucson as one of the “20 best towns of the future.” The city was also named one of the top ten metro areas for aerospace and defense manufacturing by Business Facilities, and research from Headlight in 2012 ranked Tucson as one of the “best performing” cities due to having one of the highest job-growth rates in the United States.

Private industry such as Raytheon Missile Systems, major medical facilities, world class resorts, mining and technology are well-established in Tucson. Public employers include a significant Army Intelligence Center, Davis-Monthan Air Force Base, a United States Postal Service mail processing center, Pima Community College and the University of Arizona (which the National Science Foundation consistently ranks among the



highest research institutions in the country). The University Science and Technology Park continues to expand and currently contributes approximately \$2.7 billion to the local economy.

In July, 2014, the City opened operations of the Sun Link Tucson Streetcar, which connects the University of Arizona, Downtown, and the Mercado site west of Interstate 10 along its 3.9 mile route. Economic development along the route has been extraordinary, with an estimated \$900 million in public and private investment along the Streetcar line.

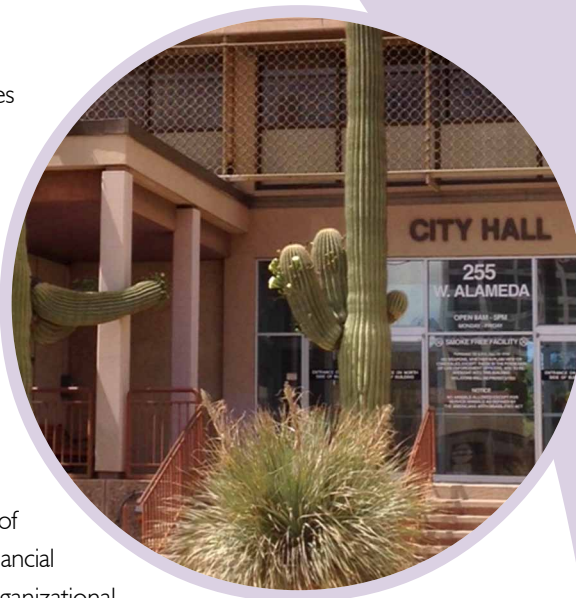
## THE ORGANIZATION

Tucson is a Charter city operating under the Council-Manager form of government. The legislative and policy-making body is comprised of the Mayor, who is elected at-large, and six Council Members elected at-large through a general election following ward-only primary elections. The Mayor and Council Members serve staggered four-year terms. The City Manager is appointed by the Mayor and Council and has responsibility for implementing its policies while functioning as the chief executive officer and managing day-to-day operations of the organization as the top administrator for the City. The Mayor and Council also appoint the City Attorney and the City Clerk.

Tucson’s City government is committed to delivering the highest-quality service in the most cost-effective manner. It is a full-service City with Departments and Divisions including General Services, Police, Fire, Courts, Environmental Services, Water, Transportation, Mass Transit, Parks and Recreation, Tucson Convention Center, Planning and Development Services, Housing and Community Development, Economic Initiatives, and Parking. The City does not carry responsibility for education, wastewater, or libraries.

The City Manager directs the staff of 5,000 with a total FY2015 budget of \$1.2 billion, of which the General Fund budget comprises

\$476.9 million. The City encourages citizen participation in its local government using a number of appointed boards and commissions that serve the Mayor and Council in an advisory capacity. The Executive Leadership Team consists of approximately 20 Department and program directors, as well as key staff that includes three Assistant City Managers, one of whom also serves as the Chief Financial Officer. Under the current organizational structure, the City Manager has direct oversight of Human Resources, Zoning Examiner, Integrated Planning, Information Technology, Intergovernmental Relations, Communication and Public Information, and Economic Initiatives.



## ISSUES, CHALLENGES, & OPPORTUNITIES

Tucson is a city that embraces the future while respecting and honoring its past. It is a city of beloved neighborhoods, with an active and involved citizenry that esteems opportunities to engage with City leadership. Tucson's residents express a desire for greater civic engagement avenues with the Mayor and Council, as well as the City Manager, and they have conveyed their feeling that sometimes public input does not appear to be valued as it should—especially as it regards development plans in or near neighborhoods.

The new City Manager will be expected to assist the Mayor and Council in evaluating the impact of needed and desired economic development opportunities on residents' concerns regarding neighborhood encroachment. The Mayor and Council also seek to ensure that new development provides living-wage jobs in order to ease the level of poverty and urban stress that Tucson has in common with many US cities. Tucson's downtown revitalization is a continued priority, as is the retention of Federal employers such as the Davis-Monthan Air Force Base and the USPS mail processing center.

Tucson's appointed Charter Review Committee intends to propose changes that could go before the voters as early as November 2015. The new City Manager must exhibit flexibility and an understanding of Charter government in order to work with the Mayor and City Council to adapt if such changes come to pass. Continued pension reform remains a concern for Tucson's City government. As a leader in sustainable desert living, Tucson must exhibit continued sensitivity to water supply and conservation concerns. The City currently recharges one year's worth of potable water demand every two years and continues to seek smart solutions as water needs increase with population growth.

## THE IDEAL CANDIDATE

The size and complexity of Tucson's city government requires a strong leader, skilled manager, and experienced administrator to serve as the new City Manager. The Mayor and Council seek an open, straightforward, and transparent communicator who will transmit the qualities of leadership throughout the rest of the organization. The chosen candidate will demonstrate the ability to ensure a customer-service focus in the organization, upholding accountability and providing clear direction while respecting staff and expecting excellence. It is desirable that the City Manager ensure that the City's bureaucracy be not a barrier but rather a facilitator.

Tucson is seeking a candidate who will show commitment to the City as a whole and value each of Tucson's diverse ethnicities, cultures, and neighborhoods. A City Manager who is visible and active in the community will be valued, as will one who ensures that citizens'

varied opinions and input are heard and respected. The chosen candidate will be an individual who is known for being accessible and responsive to the needs of internal and external stakeholders. The ideal candidate will demonstrate the ability to communicate with a broad variety of audiences in an effective and positive manner. Tucson's next City

Manager will be an individual who demonstrates the highest level of integrity, marked by honesty and fairness.

The ideal candidate will garner credibility and respect among the Mayor and Council, City staff and committees, citizens, and the business community. The new City Manager must also demonstrate an understanding of the value of organizational diversity and a balanced strategy for minority inclusion. The Mayor

The ideal candidate will demonstrate the ability to communicate with a broad variety of audiences in an effective and positive manner.



and Council will value a collaborative City Manager who has a detailed understanding of Tucson's issues, challenges, and opportunities and who will inspire innovation and the effective use of technology in the Executive Leadership Team. The Mayor and Council seek an environmentally conscious City Manager who has a big-picture orientation and yet is also able to focus on the details, growing with the City and looking to the future.

The ideal candidate is a transformative individual who can look at Tucson with an analytical eye and approach issues with fresh tactics and innovative solutions. A strategic, adaptable thinker would do well in this position. The new City Manager should not be reluctant to evaluate current policies and procedures with a customer-focused goal and the aim of improving organizational effectiveness and efficiency while maintaining an economical approach. The City seeks a candidate with the confidence, diplomacy, and tact to make strong recommendations and communicate any foreseeable issues or challenges when the Mayor and Council considers action, as well as a personal commitment to fully support the Mayor and Council's final decision.

Candidates for this position must have significant experience in economic development, particularly in attracting high-wage business and industry, and must demonstrate financial acumen regarding local government budget and accounting processes. A candidate who has a successful track record in employee and labor relations and intergovernmental relations and previous experience with pension reform is sought. The Mayor and Council expect that candidates for this position will have significant experience in directing, planning, and administering a large public-sector organization or a private-sector organization of similar size and complexity serving local government. A Bachelor's Degree in Business or Public Administration or a related field is required; a Master's degree in a related field is preferred. Per Tucson Code, the new City Manager must establish residency in the Tucson City limits within six months of appointment to the position and maintain residence within the city limits while serving as City Manager. If the new City Manager is a person who was employed by the City of Tucson on May 1, 2008, he or she must satisfy this residency requirement, but will have twelve months from the date of appointment to establish residency within the city limits.

## THE COMPENSATION

The salary for this position is open and will be dependent upon the qualifications and experience of the selected candidate. Benefits provided by the City include retirement; a 457(b) deferred compensation plan; vacation; sick leave and holidays; choice of medical plans; dental insurance; life and disability insurance; medical reimbursement account; child or elderly care reimbursement account; and military and bereavement leave.

An automobile allowance will be provided.

## THE PROCESS

Following the application closing date, résumés will be screened according to the qualifications outlined above. The most-qualified applicants will be invited to personal interviews with Bob Murray & Associates, and a select group may be recommended for on-site interviews. The recommended applicants will be asked to provide references; however, references will only be contacted once mutual interest is established.

The Mayor and Council will interview a select number of final candidates. Under Arizona law, the names of the final candidates interviewed by

the Mayor and Council must be released to the public following the interview process if the City receives a related request for public records. The finalists will be invited to return to Tucson relatively shortly after this interview process to attend a public forum hosted by the City. This forum will most likely occur in the evening, with each finalist being provided an individual time slot of approximately 45 minutes. Community members will be invited to attend and submit questions to the finalists. The following day, the finalists will attend a two-panel interview process, with one panel consisting of community members and one consisting of Executive Leadership Team members (i.e., City Department Directors) and employee representatives. The day will end in final interviews with the Mayor and Council. Full background and reference checks will be conducted for the final candidates identified as a result of this process.

## TO APPLY

If you are interested in this outstanding opportunity, please visit our website at [www.bobmurrayassoc.com](http://www.bobmurrayassoc.com) to apply online.

### **Filing Deadline:**

**Friday, January 9, 2015**

Following the closing date, résumés will be screened according to the qualifications outlined above. The most qualified candidates will be invited to personal interviews with Bob Murray and Associates. A select group of candidates will be asked to provide references once it is anticipated that they may be recommended as finalists. References will be contacted only following candidate approval. Finalist interviews will be held with the City of Tucson. Candidates will be advised of the status of the recruitment following selection of the City Manager.

If you have any questions, please do not hesitate to call Mr. Bob Murray at:

(916) 784-9080

***The City of Tucson is an equal opportunity employer that is child- and family-friendly and offers a drug- and alcohol-free workplace. Diverse candidates are strongly encouraged to apply.***

PROPOSAL

# City of Mercer Island

## Executive Recruitment for City Manager

Due Date: January 8, 2016

SUBMITTED BY:

VICKI QUINTERO BRASHEAR  
*Director of Products and Services*

CPS HR Consulting  
241 Lathrop Way  
Sacramento, CA 95815  
P: 916-471-3481  
F: 916-561-7281  
vicki@cpshr.us  
Tax ID: 68-0067209

[www.cpshr.us](http://www.cpshr.us)



Your Path to Performance



# Cover Letter

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December 23, 2015

City of Mercer Island  
Attn: Kryss Segle, HR Director  
9611 SE 36th Street  
Mercer Island, WA 98040

***Submitted via email to: [kryss.segler@mercergov.org](mailto:kryss.segler@mercergov.org)***

**Subject: City Manager Executive Recruitment**

Dear Ms. Segle:

CPS HR Consulting (CPS HR) is pleased to have the opportunity to submit a proposal to assist the City of Mercer Island (City) with the recruitment of a new City Manager. We are uniquely qualified to undertake this effort as we have vast experience in assisting public agencies with executive search, screening, and placement.

CPS HR Consulting (CPS HR) realizes the importance of this leadership position and is prepared to assist the City with this endeavor from the initial kick-off meeting to the successful placement of a new incumbent. We envision the successful candidate working collaboratively with the City Council and City stakeholders ensuring quality customer service to the residents, business owners, and visitors of Mercer Island and to preserve and enrich the community's exceptional quality of life. CPS HR will guide the City through the entire process ensuring the City's vision and goals are achieved.

We possess a number of important strengths to assist the City in accomplishing the goals for this recruitment which are outlined in this proposal, including:

- **Broad recruitment experience for public sector executive and managerial positions.** CPS HR has recruited executives and managers for a variety of positions with cities, counties, special districts, and nonprofit entities. We have extensive experience in the recruitment of all types of local government, executive, and professional staff, including council/board appointed executives, department directors, and key professional and management positions. We will apply this expertise to your recruitment.
- **A proven track record with more than 1,700 recruitments for 600+ clients.** We understand and appreciate the intricacies of managing the executive recruitment for an organization and bring that expertise and knowledge to the recruitment process. For this recruiting engagement, we will custom-tailor a program to fit your needs to provide a strong, competitive pool of candidates.

- **In-depth understanding** of all state and local government operations, programs, and services. This understanding has been gained through consulting engagements with local government agencies throughout the United States.
- **Recruitment Experience in Washington.** We have developed a thorough familiarity with regional issues such as housing costs, transportation, demographics, employment rates, and economic conditions of the State of Washington through our engagements with Washington clients. For example, we have conducted Customer Service Training for the City of Kent, and executive recruitments for the County of King, Section Manager in Public Health and County Administrative Officer; the Tacoma Employees' Retirement System, Retirement Director; and most recently the Puget Sound Clean Air Agency, Human Resources Manager.

Should you have questions or comments about the information presented in this proposal, **please contact our proposed project manager and principal contact person for the City for this engagement, Mr. Frank Rojas at [frojas@cps hr.us](mailto:frojas@cps hr.us) or (916) 471-3111.**

It is our commitment to work in partnership with your organization to a successful result. Thank you for the opportunity to be considered for this assignment.

Sincerely,



Vicki Quintero Brashear  
Director of Products and Services

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# Qualifications and Experience

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## About CPS HR Consulting

CPS HR Consulting has been assisting organizations with their talent management needs for 30 years. We have unique expertise in delivering HR management and consulting services, employment testing, and assessment services to government agencies throughout North America.

CPS HR's core competency is its knowledge of and expertise in the public sector. As a public agency, we understand the challenges and issues facing our client base. As a self-supporting public entity, we also understand the need for innovative yet practical results. CPS HR can provide expertise that is unique because we share with our clients a common perspective. There is no competitor in the industry that can make this claim.

CPS HR offers clients a comprehensive range of competitively priced services, all of which can be customized to meet your organization's specific needs. We are committed to supporting and developing strategic organizational leadership and human resource management in the public sector. We offer expertise in the areas of organizational strategy, recruitment and selection, training and development, and organization and workforce management.

CPS HR is a public agency governed by regulations and public sector concerns. We understand what it is to work with and within government. Unlike other public sector organizations, CPS HR is self-supporting. We employ the strategy, innovation, and flexibility found in the private sector to the client's advantage. CPS HR's unique position in the public arena attracts professionals from both public and private sectors who are driven to help the client reach its organization's vision and mission. We work collaboratively with the client to generate solutions that are creative yet practical, to meet the organization "where it is" while also moving it to the next level.

CPS HR currently has a staff of 80+ full-time employees and more than 1,200 subject matter experts and contract employees who have a wide variety of government, public, and private sector human resources experience. CPS HR has worked with more than 1,200 government and public/non-profit clients throughout the United States and Canada.

Our headquarters are located in Sacramento, California. We have regional offices in Rockville, Maryland and Austin, Texas.



## Consulting Services

CPS HR Consulting offers a comprehensive range of products and services. Our systematic approach to human resource management ensures that the solutions, strategies, and methodologies we implement improve your organization. For more information on our services, please visit our website at [www.cpshr.us](http://www.cpshr.us).

<b>CPS HR CONSULTING SERVICES</b>	
<b>ORGANIZATIONAL STRATEGY</b>	<b>TESTING, RECRUITMENT &amp; SELECTION</b>
<ul style="list-style-type: none"> <li>● Workforce &amp; Succession Planning</li> </ul>	<ul style="list-style-type: none"> <li>● Job Analysis</li> </ul>
<ul style="list-style-type: none"> <li>● Organizational Assessment, Redesign and Re-Engineering</li> </ul>	<ul style="list-style-type: none"> <li>● Develop/Deliver Assessment Center Services</li> </ul>
<ul style="list-style-type: none"> <li>● Performance Management</li> </ul>	<ul style="list-style-type: none"> <li>● Executive Search</li> </ul>
<ul style="list-style-type: none"> <li>● Employee Engagement</li> </ul>	<ul style="list-style-type: none"> <li>● Test Development*</li> </ul>
<ul style="list-style-type: none"> <li>● Change Management</li> </ul>	<ul style="list-style-type: none"> <li>● Test Administration*</li> </ul>
<ul style="list-style-type: none"> <li>● Complaint Investigations &amp; HR Outsourcing</li> </ul>	*(for employment and licensing certification)
<b>CLASSIFICATION AND COMPENSATION</b>	<b>TRAINING AND DEVELOPMENT</b>
<ul style="list-style-type: none"> <li>● Classification</li> </ul>	<ul style="list-style-type: none"> <li>● Training</li> </ul>
<ul style="list-style-type: none"> <li>● Compensation</li> </ul>	<ul style="list-style-type: none"> <li>● Coaching</li> </ul>
	<ul style="list-style-type: none"> <li>● Accelerated Leader 360° Assessment™</li> </ul>
	<ul style="list-style-type: none"> <li>● Leadership Development</li> </ul>

## About Executive Search

CPS HR specializes in the recruitment and selection of key professionals for cities, counties, special districts, and non-profits. Working in partnership with the governing body or selection team, we develop customized search strategies that focus on locating and recruiting qualified candidates who match the agency's unique needs. Our wealth of recruitment experience has been gained through **more than 13 years of placing top and mid-level executives** in public agencies throughout the United States.

### ■ **Unmatched Recruitment Experience for Government Agencies**

CPS HR has extensive experience in recruiting executive-level professionals for public agencies across the United States. As a public agency ourselves, we understand how to work with and within government. Our understanding of public sector culture and policy uniquely sets us apart from our competitors.

### ■ **Seasoned Executive Recruiters**

Our recruiters possess a high level of expertise in recruiting and placing executive-level professionals. Our staff of experts includes an exceptional group of full-time employees as well as a full complement of subject matter experts, intermittent employees, and part-time employees with a variety of public and private sector experience.

### ■ **Detailed Needs Assessments**

We conduct a detailed needs assessment to identify 1) future organizational direction; 2) challenges facing the position; 3) the working style and organizational climate; and 4) required core and job specific competencies as well as personal and professional characteristics.

### ■ **Vast Pool of Public Agency Contacts**

CPS HR maintains a database of candidates and an extensive network of external resources to leverage for executive-level positions. We utilize our vast pool of public and non-profit contacts to deliver a strong list of competitive candidates who will be well prepared to assist you in the accomplishment of your specific mission and goals.

### ■ **Success Recruiting Non-Job Seeking Talent**

We recognize that the very best candidates for some types of positions may not be looking for a career change, therefore, our recruitment team takes a very aggressive approach to identify and recruit such candidates.

### ■ **Diversity Sensitivity**

CPS HR encourages applicant diversity and incorporates a variety of activities to attract the best available candidates. We have successfully recruited and placed minority and female candidates for a variety of executive-level positions.

■ **Cost Effective**

The combination of CPS HR's seasoned recruitment management and highly qualified staff enable us to reliably deliver successful results on time and on budget.

■ **Satisfied Clients**

*Our client satisfaction rating averages 4.6 on a scale of 5.* While many companies talk about client satisfaction, how many measure the impact of that through assessing client satisfaction by distributing written surveys and tying the results of these surveys to their performance management system? CPS HR Consulting does. A client satisfaction survey is sent at the end of every engagement requesting feedback on the quality of our staff, deliverables, and the overall consulting relationship.

■ **Strong Base of Repeat Clients**

We make sure we understand our client's challenges and customize our process to fit their needs. As a result, we have a long and growing list of returning clients who seek our services for multiple engagements.

## Partial Recruitment Listing

Please refer to the chart below for a partial listing of successful, high-level City Management positions within the past five years.

Agency	State	Title	Year Completed
Anaheim, City of	CA	Assistant City Manager	2011
Chandler, City of	AZ	City Manager	2011
Gilbert, Town of	AZ	Town Manager	2011
Sacramento, City of	CA	City Manager	2011
Town of Hillsborough, CA	CA	City Manager	2012
Chandler, City of	AZ	Assistant City Manager	2013
Coconino, County of	AZ	County Manager	2013
Marana, Town of	AZ	Deputy Town Manager	2014
Maricopa, City of	AZ	City Manager	2014
Maricopa, City of	AZ	Assistant to the City Manager	2014
Paradise Valley, Town of	AZ	Town Manager	2014
East Palo Alto, City of	CA	City Manager	2015
Garden Grove, City of	CA	City Manager	2015
Anaheim, City of	CA	City Manager	2015



## Professional Staff Background

CPS HR has assembled a strong project team with each member possessing extensive recruiting experience and a direct, in-depth understanding of local government. For this engagement, Mr. Frank Rojas has been selected to serve as the project manager. Mr. Stuart Satow, Ms. Pam Derby, and Ms. Teresa Webster (who resides in Oregon) will be available as additional resources throughout the recruitment efforts.

PROJECT MANAGER CONTACT INFORMATION	
Name/Title	Frank Rojas, Project Manager/Senior Executive Recruiter
Contact Info	PH: (916) 471-3111, email: frojas@cpsshr.us

### Frank Rojas

#### Profile

Frank Rojas is a Senior Executive Recruiter with CPS HR Consulting. Frank brings more than 30 years of recruiting experience from the highly competitive direct placement and contract labor industries as well as the corporate environment. Mr. Rojas has significant experience placing corporate leaders, executive, professional, and technical staff including individual contributors for government sector, non-profits, aerospace, architectural and engineering, information technology, petroleum and chemical, energy, power, civil/structural, transportation and private industry. In addition to just completing recruitments for City of Anaheim, City of Garden Grove, Kings River Conservation District, and East Bay Municipal Utilities, recent successful efforts include positions of City Manager, Chief Executive Officer, Chief Information Officer, Vice President of Risk, Director of Community Development, Corporate and Government Controllers, General In-House Counsel, Fire Chief, and Director-level hires for Human Resources, Administrative Services, Engineering, Emergency Services, Fleet, Environmental, Regulatory Compliance, Training, and Division/Site General Managers. Mr. Rojas has established a strong client and customer base through trust, effective recruiting, relationship building, and teamwork.

Mr. Rojas began his career in Contract Labor and over the next 20+ years launched seven start-up offices in several states and locations providing direct placement and contract support to hundreds of clients in virtually all industries and levels of talent. He continued his career in the non-profit environment managing and building talent acquisition support during significant growth periods. Having been a speaker at several networking and career coaching venues, Frank believes in utilizing traditional recruiting methodology with social media. He was named in the top 1% viewed profiles on LinkedIn.

#### Employment History

- Senior Executive Recruiter, CPS HR Consulting
- Employment Director and Senior Recruiter, PRIDE Industries

- Corporate Recruiter, EMF Broadcasting
- Branch Manager and Acting Vice President, Fastek Technical Services

### **Professional Experience**

- Managed and led recruiting efforts including client interface to define and write position descriptions, profiles, and goals. Responsible for creating marketing plans, screening and selection strategies, conducting interviews and participating in final hire and post-hire activities including reference and background checks.
- Assisted in salary evaluation and competitive comparisons. This includes candidate negotiations, travel and relocation (if appropriate), benefits, and confirmation and acceptance of any requirements prior to the submittal process and acceptance of offer.
- Managed in-house staff to ensure adherence of company policies and legal compliance. Developed and maintained positive, team-building methodologies that increased productivity, created a positive, productive staff, and maintained cooperativeness and trust.
- Recruited and identified senior-level management for several federal locations including General Managers, Assistant General Managers, HR Directors, Site Controllers, Quality Managers, T-4 Water and Environmental Director and Departmental Leadership at Fort Bliss, El Paso; Fort Polk, Louisiana; Joint Base McGuire-Dix-Lakehurst; New Jersey; Los Angeles Air Force Base; Cape Canaveral, Florida; and the Lawrence Livermore National Laboratory.
- Set up staff procedures and office functions; negotiated service agreements, ensured EEO, safety/OSHA quality, and all local, state, and federal compliance policies. Migrated and implemented several Applicant Tracking Systems including participation as Systems Administrator.
- Initiated effort to define the mission and business plans of expanding organizations. Developed road maps to build client base, relevant labor pools, and resources to sustain growth for the entire enterprise. Started corporate recruiting department and initiated recruiting strategies, hiring processes, retention, and integrated cost-effective marketing tools.
- Hired and motivated in-house talent and created cross-functional business/sales and recruiting process allowing for growth, skills development, and achievement to meet customer needs and provide for an effective team-oriented environment.

### **Education**

- B.A. Political Science, University of California at Berkeley, Berkeley, CA

## **Stuart Satow**

### **Profile**

Mr. Satow has extensive experience in conducting high-level recruitments for council/board appointed positions, including City Manager recruitments for the California cities of American Canyon, Brentwood, Elk Grove, Modesto, Sacramento, and Napa, and the Arizona cities of Chandler, Gilbert, Maricopa, Paradise Valley, and Surprise. Mr. Satow has also led executive searches for the counties of Coconino and Pinal, and recently completed the recruitment for a new City Manager for the City of Maricopa and new Town Manager for the Town of Paradise Valley. Mr. Satow has conducted numerous recruitments for department head level positions in city/county government and special districts in the areas of Planning/Community Development, Finance, Human Resources, Information Technology, Legal, Parks and Recreation, Communications, and Public Works/Engineering. Mr. Satow has very recent experience working with the City of Maricopa, having assisted the City in the recruitments of Finance Director, Human Resources Director, Chief Information Officer, Assistant to the City Manager, and Development Services Director along with the 2014 City Manager recruitment. Mr. Satow recently completed the search for the new Fire Chief for the City of Surprise, Development Services Director for the City of Apache Junction, and an executive recruitment for the City of Boulder, Colorado for a new Open Space and Mountain Parks Director.

Previously, as a sportscaster for ABC affiliate KXTV Channel 10, Mr. Satow interviewed hundreds of management-level executives, university officials, and professional and amateur athletes. He is a popular public speaker and emcee who has long been involved in community events in the Sacramento region. With a BA degree in Communication Studies from California State University, Sacramento and 27 years of experience in the communications industry, Mr. Satow is an experienced writer and interviewer who has excellent people skills and a positive track record in staff and project management.

### **Employment History**

- Senior Executive Recruiter, CPS HR Consulting
- Sports Director, KXTV-10, Sacramento, CA
- Sports Reporter / Weekend Sports Anchor, KXTV-10, Sacramento, CA
- Sports Reporter / Weekend Sports Anchor, KNTV Channel 11, San Jose, CA
- Sports Reporter / News/Sports Photographer, KTXL, Channel 40, Sacramento, CA

### **Professional Experience**

- Conducting public sector recruitments for executive level positions (includes upper- and mid-management, department directors, and council/board appointed positions).

- Managing entire recruitment process: develop and submit responses to proposals, meet with clients to understand their recruitment needs and develop a project plan, develop marketing brochures for recruitments, place advertisements, and research and identify potential candidates. Proactively contact potential candidates; market the position to them. Conduct screening interviews. Facilitate the entire interview process. Perform thorough reference checks and oversee extensive background checks on candidates. Negotiate employment agreements.
- Coordinating activities of the Sports Department for local television news station
- Reporting on local sports events/teams of interest including high school, college and professional sports (and others)
- Liaison to local and regional sports contacts (including local and bay area professional teams, universities/colleges, high school athletic directors/coaches, and other key sports contacts)
- Experienced writer and interviewer with excellent people skills and a positive track record in staff and project management.

**Education**

- B.A. Communication Studies (with honors), California State University, Sacramento

## **Pamela H. Derby**

### **Profile**

Since joining CPS HR Consulting in 2003, Pam Derby has conducted a wide range of recruitments for county, city, special district and association executives including city attorney, executive director, general manager, city manager, assistant and deputy city manager, police chief, community and economic development director, human resource director, finance director, public works director, registrar of voters, library director, and director of information technology in addition to specialized support positions.

Prior to joining CPS HR, Ms. Derby served as the Aide to the Yuba County Board of Supervisors serving as the Board's liaison to County Department Heads, the community, and the media. This experience provided her with a unique perspective into the special circumstances that exist in a Board/Council-Manager relationship and a keen awareness of the inner workings of local government. She is sensitive to balance the wants of the community with the needs of the City so as to tailor a recruitment process that reaches out to the most appropriate candidates and ensures a diverse group of individuals from which to make a selection. She has successfully employed these techniques in jurisdictions ranging from under 10,000 to 10 million. Moreover, she employs a firmly-held personal philosophy that candidates must be treated with the same respect and careful consideration as her client. Previous to her local government service, Ms. Derby served in the private sector and with several non-profit lobbying associations where she was responsible for the management of several large consumer groups.

### **Employment History**

- Senior Executive Recruiter, CPS HR Consulting
- Professional Management Consultant, CPS HR Consulting
- Administrative Technician, CPS HR Consulting
- Aide to the Board of Supervisors, Yuba County, CA
- Special Cases Manager, Consumer Relations, The Money Store, CA
- Supervisor, Trailing Documents, The Money Store, CA
- Executive Assistant, Randlett Associates, CA

### **Professional Experience**

- Project manager for local government, special district, and non-profit executive recruitments. Responsible for all facets of process including proposal interviews, all client meetings, creating marketing and advertising materials, conducting candidate screening interviews and developing finalist candidate interview processes.
- Assisted executive recruiting team in the recruitment of local government and public agency executives.

- Managed staff responsible for addressing escalated customer complaints. Negotiated and mediated pre-litigation settlements with attorneys, state regulators, and other state agencies, involving home improvement loans. Served as department fraud coordinator.
- Provided administrative support to SVP, including drafting correspondence, report writing, and special projects as assigned. Supervised department receptionist, responsible for interfacing with vendors and facilities management.
- Provided administrative and research support for private professional lobbying firm. Researched legislative bills, corresponded with professional association members regarding legislative proposals.

### **Education**

- California State University, Chico, major course emphasis – Physical Education/ English

## **Teresa Webster**

### **Profile**

Ms. Webster has 15 years of professional consulting and marketing experience in public sector human resources, including experience in the areas of project management, marketing communications, administration, and employee recruitment. She has worked as a CPS HR consultant for more than ten years, where she has managed or completed a wide variety of projects for CPS HR Consulting (CPS HR) subject matter experts and senior executive staff.

### **Employment History**

- Associate Recruiter, CPS HR Consulting
- Senior Marketing Coordinator, CPS HR Consulting
- Northwest Hydraulic Consultants, Inc. , West Sacramento, California

### **Professional Experience**

- Assists the CPS HR Executive Search team as an Associate Recruiter. Writes advertising copy, recruitment brochure text, does email outreach, builds target candidate lists based on candidate requirements, researches other sources for outreach and candidate pools, does screening interviews, helps facilitate candidate interviews, and conducts candidate reference checks.
- Serves as liaison for internal business units collaborating on long-term marketing plans and strategies. Works closely with unit managers, coordinators, vendors and staff support the organization's mission and direction.
- Manages CPS HR's Webinar Series. Works with business units to develop monthly webinar calendar highlighting expertise of CPS HR consultants and diverse services. Moderates monthly sessions.
- Chaired Qualification Appraisal Panels (QAPs) for the Merit System Services contract. Lead structured interviews for social services candidates. Worked with panel members from client counties to ensure an unbiased rating process according to merit principles. Reviewed rating scales, discussed failing scores, and various types of rating errors with panel members. Served on rating panel.
- Plans, solicits, schedules, and conducts client visits to public agencies in California and Oregon to ensure that client needs are met. Relays any service issues or grievances to appropriate service manager. Informs and educates clients on CPS HR products and services. Researches online data to pursue potential new areas of growth.
- Writes copy for CPS HR collateral including print ads, html blasts, direct mail, and case studies. Plans and executes e-mail and direct mail campaigns. Write articles for trade journals.

- Contributes on an as-needed basis as a member of CPS HR's external website team developing content, collaborating with work units on content page deadlines. Performs website maintenance and page development, familiar with html code and SEO techniques
- Coordinates CPS HR booth/personnel logistics at various conferences and tradeshow. Develops and maintains budget. Plans and implements pre-tradeshow promotions. Interface with current and potential clients at tradeshow throughout the year
- Establishes and/or maintains relationships with regional and local agencies and associations, such as CSDA, ACWA, and MMANC, to promote CPS HR and its consultants. Served as committee member on MMANC branding and conference initiatives
- Researched new marketing technologies and methods to recommend strategies and tactics. Evaluated potential use as tool for positioning.
- Served as the CPS HR Community Action Network (CAN) Chair from its inception in 2004 until 2009. Developed policies and procedures for committee grant program. As Chair oversaw coordination of all CAN committee activities and represented CPS HR CAN at various community and non-profit events.
- Managed Board offsite (two times a year) and Senior Manager offsite (quarterly or as needed) meetings. Organized special events. Researched and wrote new policy on security badges
- Served as Community Investment Fund Coordinator for the Professional and Community Investment Fund (PCI). Researched opportunities for CPS HR as a business to help non-profits through sponsorship of charitable activities, ensured that CPS HR employees were invited to participate in these functions, and acted as the non-profit liaison.

#### **Certifications and Memberships**

- Certificate in Public Relations and Marketing from UC Davis Extension
- 2009 Sacramento Public Relations Association Volunteer of the Year
- Former member of the Corporate Volunteer Council of Greater Sacramento

#### **Education**

- B.A. English, California State University, Pomona



# **Methodology and Approach**

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## **Key Stakeholder Involvement**

The City Council must be intimately involved in the search for a new City Manager. For this reason, our approach assumes their direct participation in key phases of the search process. Additionally, at the discretion of the City Council, other key stakeholders may also be invited to participate in focus group sessions or round-table meetings to provide input for the development of the candidate profile.

## **City's Needs**

A critical first step in a successful executive search is for the City Council to define the professional and personal qualities required of the City Manager. To be certain this occurs, we have developed a very effective process that will permit the City Council to clarify the preferred future direction for the City; the specific challenges the City is likely to face in achieving this future direction; the working style and organizational climate the City Council wishes to establish with the City Manager; and ultimately, the professional and personal qualities that will be required of the City Manager.

## **Aggressive, Proactive, and Robust Recruitment**

We take an aggressive approach in identifying and recruiting the best available candidates. There are those candidates who would gladly rise to the professional challenge and apply for this position; however, some of the best candidates are often not actively seeking a new position and may only consider a change once we present them with your opportunity. Evoking the sense of vision and opportunity in qualified persons is among the responsibilities of CPS HR, and we pride ourselves in our efforts to reach the best available potential candidates.

## **Selection**

The selection of the best available candidate requires the use of tools specifically designed to evaluate each candidate against the personal and professional qualities identified by the City Council. For this reason, we tailor our selection techniques to the City's specific requirements. In addition, we also assume responsibility for administering the selection process for the City.

## **Three-Phase Project Approach for Success**

Our proposed executive search process is designed to provide the City with the full range of services required to ensure the ultimate selection of a new City Manager who is uniquely suited to the City's needs.



**Phase I:** As desired by the City, our consultant will meet with the City Council and other City stakeholders to ascertain the City’s needs and ideal candidate attributes, to target our search efforts, and maximize candidate fit with the City.

**Phase II:** The recruitment process is tailored to fit the City’s specific wants and needs, with targeted advertising, combined with personal contacts with qualified individuals from our extensive database.

**Phase III:** The selection process is customized for the City. CPS HR will work with the City Council to determine the process best suited to the City of Mercer Island.

## Project Tasks

### **Phase I - Develop Candidate Profile and Recruitment Strategy**

#### **Task 1 - Review and Finalize Executive Search Process and Schedule**

The first step in this engagement is a thorough review of the following with the City Council:

- City's needs, culture, and goals
- Executive search process
- Schedule

This will ensure that the City's needs are met in the most complete manner possible.

#### **Task 2 - Additional Key Stakeholder Meetings**

As desired by the City, CPS HR is prepared to meet with any additional key stakeholders to obtain input in developing the ideal candidate profile and to assist CPS HR in understanding key issues and challenges that will face a new City Manager for the City of Mercer Island. The specific nature of the involvement process would be developed in consultation with the City. The results of the above activities will be summarized by CPS HR and provided to the City as an additional source of information for developing the candidate profile and selection criteria.



#### **Task 3 - Candidate Profile and Recruitment Strategy Development**

This task will be accomplished during a workshop session involving the City Council and CPS HR. It will result in the identification of the personal and professional attributes required for the position and will include the following activities:

- The City Council will identify key priorities for the new City Manager.
- CPS HR will assist the City Council in identifying the conditions and challenges likely to be encountered in achieving the priorities identified above.
- The City Council will describe the type of working relationship they wish to establish with the City Manager.
- CPS HR will assist the City in generating lists of specific competencies, experiences, and personal attributes needed by the new City Manager in light of the analyses conducted above.
- CPS HR will present several recruitment and selection strategies for the City's consideration. The City will choose the recruitment and selection process most likely to produce the intended results.

#### Task 4 – Develop Recruitment Brochure

Following the completion of the workshop session, CPS HR will work with a professional graphic artist to design a recruitment brochure and present it to the City for review prior to printing. Please refer to **Appendix A** for a sample brochure. Additional brochure examples are available on our website at [www.cpsrh.us/search](http://www.cpsrh.us/search).

#### Task 5 – Place Advertisements

Advertisements (which will include a direct link to your brochure) will be prepared and placed for publication in appropriate magazines, journals, newsletters, job bulletins, social media, and websites to attract candidates on a nationwide, regional, local, or targeted basis, depending on the preference of the City. CPS HR will present examples to the City for review and approval. Examples may include, but are not limited to:

Advertising Sources	
• Jobs Available	• International City/County Management Association
• National Forum of Black Public Administrators	• Governmentjobs.com
• LinkedIn	• Public CEO
• WesternCity.com	• International Hispanic Network

*CPS HR is focused on reaching a diverse candidate pool* and would recommend publications/websites that are targeted to minority and female candidates. CPS HR will specifically research other jurisdictions in which the demographics mirror those of King County and the surrounding areas, and target outreach to those individuals. In addition to placing ads on websites aimed at minority candidates, we will contact leaders within appropriate associations to gain their insight and referrals of possible candidates.

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***Within the past five years, we have successfully placed more than 170 minority and female candidates in executive level positions.***

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CPS HR will prepare an email distribution list containing prospective candidates and referral sources. These individuals will receive a link to the City Manager brochure along with a personal invitation to contact CPS HR should they have any questions about the position.

## Phase II – Aggressive Recruitment

### Task 1 - Identify and Contact Potential Candidates

This very crucial task will include a variety of activities. CPS HR will:

- Contact respected and experienced industry leaders to identify outstanding potential candidates on a referral basis. CPS HR maintains a comprehensive, up to date database of such professionals; however, we do not rely solely upon our current database. We also conduct specific research to target individuals relevant to your specific needs and expectations to ensure that we are thorough in our efforts to market this position to the appropriate audience and to garner a diverse and quality pool of candidates. These individuals, as well as other potential candidates, are typically contacted very soon after they have received a recruitment brochure in order to maximize the impact of the multiple contacts.
- Select top quality candidates for consideration from past recruitments.
- Provide each potential candidate with a copy of the recruitment brochure.
- Contact potential candidates by telephone to explain the career opportunity, answer questions, and encourage them to submit a resume. Oftentimes this component necessitates multiple conversations with the same person to pique his/her interest and to answer his/her questions sufficiently.



As a consulting firm that interacts with hundreds of public sector executives during engagements, we have a cadre of individuals who we inform of recruitments, both to increase the visibility of the opening and to attract appropriate individuals who fit the special needs of our client. Communication with these professionals ensures that an accurate picture of the requirements of the job is apparent and proliferated throughout their professional networks. The approach utilized by CPS HR employs the following techniques:

- Communicating to candidates, through advertising materials and verbal conversations, a strong sense of the purpose and strategy of the City. For many talented individuals, understanding these aspects is one of the key motivators to compete in such an environment.
- Providing guidance and resources to candidates regarding the area's cost of living, mean and median housing prices, higher education opportunities, K-12 education information, and other aspects of interest to those who are considering relocating to the area. We have found that potential candidates sometimes make the decision not to apply based on rumored information, rather than facts and research. It is our job to ensure the candidates we are in communication with have accurate and helpful information.

- Actively seeking individuals who are highly visible in the field – widely published, frequent presenters and/or thought leaders – who are seemingly ready for the challenge. These highly qualified candidates may be attracted by the prospect of collaboration with other City departments, providing exceptional leadership to the City of Mercer Island, or continuing to ensure the public confidence in the integrity of the City.

## **Task 2 – Resume Review and Screening Interviews**

All resumes will be submitted directly to CPS HR for initial screening. This screening process is specifically designed to assess the personal and professional attributes the City is seeking and will include:

- A thorough review of each candidate's resume, and if applicable, supplemental questionnaire responses and other supporting materials.
- Interviews with the candidates who appear to best meet the City's needs. CPS HR will spend extensive time ascertaining each candidate's long term career goals and reasons why the candidate is seeking this opportunity, as well as gaining a solid understanding of the candidate's technical competence and management philosophy. We will also gather data on any other unique aspects specific to this recruitment based upon the candidate profile.
- Internet research on each candidate interviewed.

## **Task 3 – City Council Selects Finalists**

At the conclusion of the previous tasks, CPS HR will prepare a written report that summarizes the results of the recruitment processes and recommends candidates for further consideration by the City. Typically the report will recommend five to eight highly qualified candidates, and will include resumes and a profile on each interviewee's background. CPS HR will meet with the City Council to review this report and to assist the City in selecting a group of finalists for further evaluation.

## **Phase III – Selection**

### **Task 1 - Design Selection Process**

Based on the results of the meeting conducted in Phase I, CPS HR will design a draft selection process. CPS HR will meet with the City to review this process and discuss the City's preferred approach in assessing the final candidates. The selection process will typically include an in-depth interview with each candidate, but may also include other selection assessments such as an oral presentation, preparation of written materials, and/or problem-solving exercises.

### **Task 2 - Administer Selection Process**

CPS HR will coordinate all aspects of the selection process for the City. This includes preparing appropriate materials such as interview questions, evaluation manuals, and other assessment



exercises; facilitating the interviews; assisting the City with deliberation of the results; and contacting both the successful and unsuccessful candidates.

### Task 3 – Final Preparation for Appointment

Following the completion of the selection process, CPS HR will be available to complete the following components:

- **Arrange Follow-up Interviews/Final Assessment Process:** Should the City wish to arrange follow-up interviews or conduct a final assessment in order to make a selection, CPS HR will coordinate this effort.
- **Conduct In-Depth Reference Checks:** The in-depth reference checks are a comprehensive 360 evaluation process whereby we speak with current and previous supervisors, peers, and direct reports. (It is our policy to not contact current supervisors until a job offer is made contingent upon that reference being successfully completed so as not to jeopardize the candidates' current employment situation.) The candidates are requested to provide a minimum of six reference sources. CPS HR is able to ascertain significant, detailed information from reference sources due to our assurance and commitment to each individual that their comments will remain confidential, which leads to a willingness to have an open and candid discussion, resulting in the best appointment for the City. A written (anonymous) summary of the reference checks is provided to the City.
- **Conduct Background Checks:** We will arrange for a background records check of a candidate's driving record, criminal and civil court, credit history, education verification, newspaper article publishing's, and other sensitive items. Should any negative or questionable content appear during these checks, CPS HR will have a thorough discussion with the finalist(s) and will present a full picture of the situation to the City for further review.

### Task 4 – Contract Negotiation

Successful negotiations are critically important, and we are available to serve as your representative in this process. With our expertise, we can advise you regarding current approaches to various components of an employment package. We can represent your interests with regards to salary, benefits, employment agreements, housing, relocation, and other aspects, with the ultimate goal of securing your chosen candidate.

## Optional Service

### Hogan Leadership Assessment

CPS HR has a unique relationship with Hogan Assessment Systems to provide its products to the government sector. As an international authority in personality assessment, Hogan has over 30 years of experience helping agencies evaluate leadership potential and predict job performance. Hogan's Leadership Forecast Potential Report, for example, outlines an individual's day-to-day

leadership style, including behavioral descriptions and leadership competencies in terms of seven dimensions of normal personality that address a different component of leadership performance. Information on Hogan Assessment Systems can be found online at [www.hoganassessments.com](http://www.hoganassessments.com). These optional reports are priced at **\$150 per candidate** and would be billed in addition to the costs outlined in this proposal.

## Commitment to Communication

Throughout the recruitment process, we are strongly committed to keeping you fully informed of our progress. We will collaborate with you to provide updates on the status of the recruitment via your preferred method of communication (phone conference, email, etc.).

In addition, during each phase in the process, we are corresponding with candidates and advising them of their status. We place the highest level of importance on customer service and responding in a timely manner to all client and candidate inquiries. Our previous clients and candidates have expressed a sincere appreciation for our level of service and responsiveness to the management of the recruitment process; as a result, we have many long term relationships with clients that have resulted in the opportunity to assist them with multiple recruitments.

CPS HR's communication extends once you have selected the new City Manager. We will contact both the City Council and the newly appointed City Manager within six months of appointment to ensure an effective transition has occurred.



## Project Timeline

The project team CPS HR has selected is prepared to begin work upon receipt of a fully-executed contractual agreement. All search activities up to and including the selection of a new City Manager can be completed in 14 to 16 weeks. The precise schedule will depend on the placement of advertising in the appropriate professional journals, and the ability to schedule, as quickly as possible, the initial meeting. A proposed schedule of major milestones is presented below.

Task Name	Month 1				Month 2				Month 3				Month 4			
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Initial Meeting/Candidate Profile	➤															
Draft Brochure		➤														
Brochure Approved/Printed Place Ads			➤													
Aggressive Recruiting							➤									
Final Filing Date							➤									
Preliminary Screening									➤							
Present Leading Candidates to the City										➤						
City Interviews													➤			
Reference/Background Checks														➤		
Appointment																➤
Weeks	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16

## References

Provided below is a partial list of clients we have recently worked with in providing executive recruitment services. We are confident that these public sector clients will tout our responsiveness and ability to successfully place candidates that were a good fit for their organization's needs.

CLIENT	POSITION	CONTACT
East Palo Alto, City of	City Manager (2015)	Lisa Gauthier, Mayor (650) 385-3100 lgauthier@cityofepa.org
Anaheim, City of	City Manager (2015)	Paul Emery, City Manager (714) 765-5162 pemery@anaheim.net
Anaheim, City of	Engineering Manager - Design Services (2015)	Ed Cruz, Senior HR Analyst (714) 765-5243 ecruz@anaheim.net
Garden Grove, City of	City Manager (2015)	Bao Nguyen, Mayor (714) 741-5104 baon@ci.garden-grove.ca.us.  Laura Stover, HR Director (714) 741-5010 lauras@ci.garden-grove.ca.us
32nd Agricultural District Association/Orange County Fair	Chief Executive Officer (2014)	Doug Lofstrom, ex Interim CEO (714) 222-5941 dlofstrom@ocfair.com  Mayor Bao Nguyen, Board Member (714) 741-5104 bao@baonguyen.us  Ashleigh Aitken, Board Chair (714) 434-1424 Ashleigh@aitkenlaw.com
Paradise Valley, Town of	Town Manager (2014)	Michael Collins, Mayor (480) 348-3690 mcollins@paradisivalleyaz.gov

*Proposal to the City of Mercer Island  
Executive Recruitment for City Manager*

CLIENT	POSITION	CONTACT
Maricopa, City of	City Manager (2014)	Christian Price, Mayor (520) 316-6828 Christian.Price@maricopa-az.gov
		Gregory Rose, City Manager (520) 316-6811 Gregory.rose@maricopa-az.gov
Marana, Town of	Deputy Town Manager (2014)	Gilbert Davidson, Town Manager (520) 382-1900 gdavidson@marana.com
		Fanni Acosta, Sr HR Analyst (520) 382-1934 facosta@marana.com
Sacramento, City of	Fire Chief (2014) City Attorney (2012) City Manager (2011)	Geri Hamby, HR Director (916) 808-7173 ghamby@cityofsacramento.org
		John Shirey, City Manager (916) 808-7213 jshirey@cityofsacramento.org
Chandler, City of	City Manager (2011) Assistant City Manager (2013)	Debra Stapleton, HR Director (480) 782-2350 Debra.Stapleton@chandleraz.gov

# Fee Proposal

## Professional Services

Our professional fixed fee covers all CPS HR services associated with **Phases I, II, and III** of the recruitment process, including the necessary field visits (up to three) to develop the candidate profile and recruitment strategy, assist the City with finalist selection, and facilitate candidate interviews.

## Reimbursable Expenses

Actual out-of-pocket expenses for such items as consultant travel, advertising, marketing, printing/copying, and postage/delivery charges are reimbursable at cost. There is no mark-up on expenses and ***we will work proactively with the City to ensure that the dollars being spent for expenses are in keeping with the City's expectations.*** Travel expenses for candidates who are invited forward in the interview process are not included under our reimbursable range. The listed reimbursable expenses range includes a background check on the selected finalist candidate.

Professional Fixed Fee & Reimbursable Expenses*	
<b>Professional Services (Fixed Flat Fee)</b>	\$17,000
<b>Reimbursable Expenses, Not to Exceed</b> <u>Approximate</u> recruitment costs include: <ul style="list-style-type: none"> <li>■ Brochure Design and Printing (\$1,000)</li> <li>■ Advertising (\$2,600)</li> <li>■ Background check for one candidate (\$450)</li> <li>■ Other recruitment expenses such as supplies, travel and shipping (\$1,650)</li> <li>■ Hogan Personality Inventory (OPTIONAL) (\$150 per candidate)</li> </ul>	\$5,700 - \$6,500 (exclusive of optional service)
<b>Not-to-Exceed Total</b>	<b>\$23,500</b>

\*Professional fees and reimbursable expenses would be billed and paid monthly.

## Two Year Guarantee

If the employment of the candidate selected and appointed by the City, as a result of a full executive recruitment (Phases I, II, and III), comes to an end before the completion of the first two years of service, CPS HR will provide the City with professional services to appoint a replacement. Professional consulting services will be provided at no cost. The City would be responsible only for reimbursable expenses. **This guarantee does not apply to situations in which the successful candidate is promoted or re-assigned within the organization during the two-year period.** Additionally, should the initial recruitment efforts not result in a successful appointment, CPS HR will extend the aggressive recruiting efforts and screen qualified candidates until an offer is made and accepted. CPS HR does not provide a guarantee for candidates placed as a result of a partial recruitment effort.



*We thank you for your consideration of our proposal. We are committed to providing high quality and expert solutions and look forward to partnering with the City of Mercer Island in this important endeavor.*

## Appendix A - Sample Brochure

**G**  
GARDEN GROVE  
CALIFORNIA

**CITY MANAGER**

The brochure is a vertical layout with a light blue background. At the top left is the Garden Grove logo, a large blue 'G' with the text 'GARDEN GROVE CALIFORNIA' below it. To the right is a photograph of the Garden Grove City Hall building, a modern white structure with large windows and two palm trees in front. In the center, the words 'CITY MANAGER' are written in large, bold, blue capital letters on a light yellow background. At the bottom is a photograph of a clock tower at night, illuminated with lights, with palm trees and a Christmas tree in the foreground.





### THE COMMUNITY

Garden Grove is a vibrantly progressive, friendly, and spirited city located in one of Southern California's most beautiful and renowned areas. Garden Grove is the fifth largest city in Orange County, with a strong multi-cultural presence, deep hometown spirit, and one of the most recognized school districts in the nation.

Conveniently located less than one mile from the Disneyland Resort and nine miles from Southern California's most scenic beaches, Garden Grove's central location to some of the region's most popular attractions, its family-friendly atmosphere, and sunny weather year-round, make it the best place to be for over 179,000 residents, and more than 42 million visitors to the area each year.

Garden Grove is home to a variety of community events, including its namesake Strawberry Festival, the largest community-based Memorial Day event in the western United States. Also located in Garden Grove is the former, internationally-recognized Crystal Cathedral, recently acquired by the Roman Catholic Diocese of Orange and re-named the Christ Cathedral.

The center of the area's 42 million visitors a year is encompassed by the Grove District – Anaheim Resort. Bordered to the north by the famous Disney parks and attractions, the Grove District offers several first-rate hotels and popular dining places with retail shopping within close proximity. In 2016, the Grove District will welcome the Great Wolf Southern California—the brand's largest water park resort to date, and a first-of-its-kind in Southern California. The City is in an exciting time and continues to focus on the development of major hotels and large mixed-use projects.

Garden Grove neighborhoods are known for their large lots, affordable single-family homes, and strong sense of community pride. A variety of housing options are available, including elegant estate homes, roomy single-family dwellings, and affordable, convenient apartments and condominiums.

Garden Grove is also rich in educational opportunities. GGUSD has the highest Academic Performance Index Score among the State's 25 largest urban school districts. The Garden Grove Higher Education Center, located in the downtown civic center, is home to Coastline Community College, and a satellite campus of California State University, Fullerton.

### THE POSITION

The City Manager is the Chief Executive Officer of the City, responsible for planning, directing, and managing all activities and operations of the City of Garden Grove, ensuring that all public services are delivered in an efficient and effective manner. The City

### Mission Statement

*The mission of the City of Garden Grove is to provide responsible leadership and quality services as we promote safety, cultural harmony, and life enrichment.*

Manager is also responsible for coordinating City activities with other agencies and organizations; facilitating the development and implementation of City goals and objectives; implementing policy decisions made by the City Council; and providing highly complex administrative support to the City Council.

The Office of the City Manager oversees the operations of the City's nine departments, and is responsible for a wide range of activities, including managing and directing budget and operations, facilities and asset management, public safety, economic development initiatives, legislative analysis, intergovernmental relations, employee relations, and strategic planning.

### CURRENT PRIORITIES AND OPPORTUNITIES:

- Promote a culture of learning and communication that ensures the community is well informed while providing a high level of transparency, ethics and confidence in local government
- Provide financial guidance relevant to operational expenditures and closing budget gaps
- Enhance opportunities for private development by working collaboratively with Council and other departments to review planning and zoning regulations, assessing commercial, industrial and housing opportunities as well as other selective investments
- Emphasize government transparency, trust and accountability
- Continue to enhance team building and interdepartmental collaboration
- Develop an understanding of the City's diversity and ways to meet the needs of each unique population, and find commonalities to unify and build a stronger sense of community
- Build a foundation of community involvement through access of information including policy direction, and providing a voice and open communication to and from the general public

### THE IDEAL CANDIDATE

The ideal candidate will be an effective and collaborative leader, possessing confidence, excellent communication and interpersonal skills, and strong technical and business acumen; who understands the need for public service through transparent management and is eager to embrace the opportunities and challenges of a diverse and vibrantly





**Vision Statement**

*The vision of Garden Grove is to be a safe, attractive, and economically vibrant city with an informed and involved public.*

*We are a diverse community that promotes our unique attributes and preserves our residential character.*

progressive city. The successful candidate will have demonstrated a solid track record of leading and managing municipal service initiatives in the areas of public safety, business and economic development, and public works. The ideal candidate shall have expertise in financial and budget management, agency administration, and the ability to maintain collaborative relationships with City Council, staff and the community.

The new City Manager shall maintain and build solid relationships with regional and national business partners, surrounding cities, governmental agencies and the community through open and respectful dialogue. It is important to engage and embrace in the cultural diversity of the City. Fluency in Spanish and/or Vietnamese is highly desirable.

**SPECIFIC SKILLS / EXPERIENCE**

**THE NEW CITY MANAGER SHOULD BE:**

- A well-rounded executive with depth of experience to include a broad skill set in areas of administration and policy development
- An outstanding fiscal manager, able to develop and implement plans to expand the tax base, obtain grants and manage costs
- A professional who can lead the organization with a commitment to uphold the values of Garden Grove, including valuing positive employee working relations and respecting the richness of cultures and diversity
- A competent manager of both issues and staff; someone who can mentor and develop staff; retain and attract top talent

**THE NEW CITY MANAGER SHOULD HAVE:**

- A demonstrated track record in community relations, strategic planning, and supporting an elected governing City Council
- A proven understanding of budget/structural deficits and the willingness and the ability to bring teams together to find solutions to challenging issues
- Experience in development and execution of policy and procedures with strong ethics, transparency and accountability

**City of Garden Grove  
Guiding Principles**

*We commit ourselves to the betterment of the individual, the organization, and the community, by fostering a spirit of trust, creativity, cooperation, integrity, empathy, respect, and quality service to all.*

- Experience with identifying, engaging and collaborating with diverse stakeholders on economic development within the technology industry
- A proven record of success in developing and maintaining new streams of revenue
- Demonstrated leadership, critical thinking, innovation, and creativity in bringing ideas to fruition, including the application of existing and new policies
- Bachelor degree is required, Master degree desired

**MANAGEMENT STYLE  
AND CHARACTERISTICS**

**THE SUCCESSFUL CANDIDATE WILL BE:**

- A strong, seasoned leader with the highest integrity, character, and ethics
- Honest, with the ability to maintain and build trust and actively listen
- A fitndly approachable leader who is visible and actively engaged in the community to ensure quality customer service, one that understands the needs of the community to ensure the concerns of the community are heard and respected
- Successful at building collaborative business and community-oriented working relationships
- An enthusiastic, inspiring and engaged communicator
- A forward thinker with the willingness to make difficult decisions based on what is right and enforce not only the letter of the law, but the spirit of the law
- A strong leader who shares the vision of the council and community, and can advocate, articulate and implement that vision. A manager who is able to blend innovation and creativity; someone who can think outside the box, can creatively move the city in a new direction or next step, while acknowledging the challenges of a city that is perceived as a bedroom community







- Diplomatic, being known as a people person with an engaging style that is comfortable interacting with a wide spectrum of individuals and one who welcomes dialogue and discussion
- A manager who recognizes and appreciates the value of a community's diversity
- A change agent, not someone who is interested in maintaining the status quo
- Technologically astute; who recognizes the value of harnessing and integrating the benefits of cutting edge technology for city government and for residents
- Passionate and experienced in working collaboratively with local schools and universities

### COMPENSATION AND BENEFITS

The salary for the City Manager is negotiable, depending on qualifications and experience.

The City also offers a generous benefits package that includes:

**Retirement:**

CalPERS 2.5%/55 for classic members, 2.0%/62 for new members.

**Cafeteria Plan Contribution:**

The City provides each eligible employee a fringe benefit allocation to purchase benefits for themselves and their dependents.

**Holidays:**

11 paid holidays.

**Life Insurance:**

The City carries a plan for all employees that covers employee for one times annual base salary rounded up to the nearest \$1,000. Additional life insurance of up to five times annual salary (\$500,000 maximum) is available for a fee to the employee. Dependent coverage is also available.

**Vision:**

Employee may elect to participate at their expense in an eye care plan. Plan provides for vision services at reduced rates.

**Vacation:**

Employees earn 80 hours upon completion of one year of service.

Years two – nine, employees earn 120 hours.

After nine years, employees earn 144 hours.

After 14 years, employees earn 168 hours.

After 19 years, employees can earn 207 hours.

After 24 years, employees can earn 246 hours.

Employees may cash out vacation hours at any time during the year, as long as 80 hours remain in the vacation bank.

**Sick Leave:**

Employees accrue sick leave at the rate of eight hours with pay for each calendar month of service. After accumulating 240 hours, employees can sell back 50% of annual unused sick leave.

**Administrative Leave:**

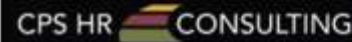
Management employees receive 40 hours of administrative leave for use each calendar year beginning January 1st. New employees hired after July 1st shall be allowed to use up to 20 hours during that year.

**Additional Benefits:**

Auto Allowance \$835/mo., Flexible Reimbursement Plans (Health Care or Dependent Care), Deferred Compensation Plan, Tuition Reimbursement, Long Term Disability Insurance.

### APPLICATION PROCESS AND RECRUITMENT SCHEDULE

The final filing date for this position is Monday, March 23, 2015. To be considered for this exceptional career opportunity, please submit your cover letter, resume, current salary and 10 work-related references (who will not be contacted in the early stages of the recruitment.) Resumes should reflect years and months of employment, and positions held. Forward your resume to Frank Rojas:



CPS HR Consulting  
241 Lathrop Way • Sacramento, CA 95815  
Tel: 916- 471- 3111  
Email: [resumes@cpshr.us](mailto:resumes@cpshr.us)  
Website: [www.cpshr.us/search](http://www.cpshr.us/search)

Resumes will be screened on the criteria outlined in this brochure. Candidates with the most relevant qualifications will be given preliminary interviews by the consultant. The City of Garden Grove will then select finalists to be interviewed. Candidates deemed most qualified will be invited to participate in a final interview process that includes comprehensive reference and background checks. For additional information about this opportunity please contact Frank Rojas.



# THE CITY OF MERCER ISLAND, WASHINGTON

Informal Proposal for Executive Search  
And Selection Services for  
the Position of

CITY MANAGER

January 8, 2016



**The Mercer Group, Inc.**

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Consultants to Management



# The Mercer Group, Inc.

Consultants to Management

P.O. Box 546  
21155 N. Manzanita Hills Road  
Weimar, California 95736  
(530) 637-4559  
FAX (530) 637-1048

E-mail: [cwurzberger@mercergroupinc.com](mailto:cwurzberger@mercergroupinc.com)

January 8, 2016

Ms. Kryss Segle  
Human Resources Director  
City of Mercer Island  
9611 SE 36<sup>th</sup> Street  
Mercer Island, Washington 98040

Submitted via Email: [kryss.segler@mercergov.org](mailto:kryss.segler@mercergov.org)

Informal Proposal – City Manager Recruitment, Screening and Selection

Dear Ms. Segle:

The Mercer Group, Inc. is pleased to submit our informal proposal to assist the City of Mercer Island to recruit and assist in the selection of highly qualified candidates for the position of City Manager. If selected to conduct the search and selection process for this position, we would have no difficulty beginning immediately to ensure a smooth process. The Mercer Group, Inc. has extensive experience conducting recruitment and selection processes for City Managers in Washington and throughout the country. We are especially well qualified to conduct this recruitment for the City of Mercer Island.

The purpose of engaging the services of an executive search firm is to seek out and recruit experienced candidates and to assist the City in selecting highly qualified candidates who meet the profile and needs of the City and who might otherwise not apply. We have conducted recent recruitments for City Managers and senior executives for many communities your size and are quite familiar with the candidate pool and your local needs.

The Mercer Group, Inc. has been in operation for over twenty years with branch offices in California, Arizona, Colorado, New Mexico, Texas, Michigan, Minnesota; Illinois; Georgia, Florida, North Carolina and Virginia. The Mercer Group has the resources and time currently available to conduct this recruitment and avoid untimely delays in the process. If selected, our proposed recruitment and selection process for the new City Manager will be personally led by Mr. Clark Wurzberger, Manager of our California office.

Thank you for the opportunity to respond to this important assignment. Our proposal is valid for 90 days from receipt by the City of Mercer Island. Please feel free to contact me directly at: 530.637.4559 or via email if you may have any questions.

Sincerely yours,

**THE MERCER GROUP, INC.**

*Clark Wurzberger*

Clark Wurzberger  
Senior Vice President

**CALIFORNIA • ARIZONA • NEW MEXICO • COLORADO • TEXAS  
ILLINOIS • MICHIGAN • MINNESOTA • FLORIDA • GEORGIA  
NORTH CAROLINA • VIRGINIA**

[www.mercergroupinc.com](http://www.mercergroupinc.com)

# **THE CITY OF MERCER ISLAND, CALIFORNIA**

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## **Informal Proposal for Executive Search and Selection Services for the Position of CITY MANAGER**

**January 8, 2016**

**THE MERCER GROUP, INC.  
P.O. Box 546  
Weimar, California 95736  
(530)637-4559  
FAX (530) 637-1048  
[cwurzberger@mercergroupinc.com](mailto:cwurzberger@mercergroupinc.com)  
[www.mercergroupinc.com](http://www.mercergroupinc.com)**

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***THE MERCER GROUP, INC.***

## I. BACKGROUND OF FIRM AND KEY STAFF

### A. Firm Qualifications

The Mercer Group, Inc. is an independent management consulting firm operating nation-wide. The firm was founded by James L. Mercer, a long-term public management consultant.

Mr. Mercer started his own firm in 1981 and, in 1984, merged it with another consulting firm, Wolfe & Associates, Inc. On June 1, 1986, Mr. Mercer acquired the Human Resource and Organizational Consulting Practice of Wolfe & Associates, Inc. This acquisition formed the basis for Mercer, Slavin & Nevins, Inc. He sold his interest in Mercer, Slavin & Nevins, Inc. early in 1990 and founded The Mercer Group, Inc.

The Mercer Group, Inc. provides exceptionally high quality management consulting services to state and local governments, transit authorities, health care providers, utilities, special districts, and private sector clients. Specialty practice areas include: executive recruitment and selection, organization and operations analysis, productivity improvement, strategic planning, management systems, compensation/classification/policy studies, privatization, budget evaluation services, government consolidation and organization development, training, and general management consulting. Our key consultants have conducted successful recruitment and selection processes for many hundreds of public sector clients locally and throughout the country and can offer numerous references as testimony of our work.

This important engagement will be conducted by Mr. Clark Wurzberger, Manager of our California office. The spectrum of our search experience in public safety is illustrated in Exhibit II. The resumes of Mr. Mercer and Mr. Wurzberger are included below.

Mr. Mercer is the Chief Executive Officer of our firm. There is no parent or subsidiary. The closed service office and our corporate headquarters is located as follows:

James L. Mercer, President/Chief Executive Officer  
The Mercer Group, Inc.  
5579B Chamblee Dunwoody Road  
Suite 511  
Atlanta, Georgia 30338  
Telephone: (770) 551-0403; FAX: (770) 399-9749  
Federal Tax ID No.: 58-1877068

## CONSULTANT RECRUITMENT & SKILLS MATRIX

CATEGORIES OF SKILLS AND EXPERIENCE	Clark Wurzberger
Special District/Non-Profit	●
Small Municipality	●
Large Municipality	●
Urban County	●
Rural County	●
Suburban Government	●
Search Committee	●
Citizen Committee	●
Minority Placements	●
Internal Candidate Placement	●
Women Placement	●
Candidate Videotaping	●
Local Government Work Experience	●
Council/Manager Goal Setting	●
Sunshine and Open Records Act	●
National Experience and Contacts	●
Other Public/Private Experience	●
CEO & Department Head Recruitment	●
Unbundled Search Process	●

### B. Resumes of Our Key Staff

#### 1. James L. Mercer, President/CEO – Georgia and New Mexico Offices

Mr. Mercer holds a Master of Business Administration degree from the University of Nevada, Reno, and a Bachelor of Science degree in Industrial Management from the same institution. He has also received a Certificate in Municipal Administration from the University of North Carolina at Chapel Hill and is a graduate of the Executive Development Program at Cornell University. Mr. Mercer is a Certified Management Consultant (CMC) and has more than 30 years of experience in executive search and management consulting. He has authored or co-authored six books and has written more than 250 articles on various management topics. His experience covers the following functional areas: executive search, organization and operations analysis, management systems, productivity improvement, seminars/training, goal setting, strategic planning, privatization, government, consolidation, and general consulting. Prior to founding The Mercer Group, Inc., Mr. Mercer held positions as President of Mercer, Slavin & Nevins, Inc.; Regional Vice President of Wolfe & Associates, Inc.; as Partner and Vice President of Korn/Ferry International; General Manager of Battelle Southern Operations; National Program Director for Public Technology, Inc.; and Assistant City Manager of Raleigh, North Carolina.

**2. Clark Wurzberger, Senior Vice President – California Office**

Mr. Wurzberger manages our California office in the Sacramento area and has thirty years of diverse public sector experience at the local, state and federal levels. He established The Mercer Group's California office in the Sacramento area fourteen years ago. Previously, he served for seven years as Senior Consultant for a highly regarded California-based public sector consulting firm and before that was appointed Vice President in the San Francisco office of Boyden International, one of the country's top ten executive recruitment firms. Mr. Wurzberger has served as District Representative for a California State Assemblyman in Los Angeles County, Legislative Assistant for the California Manufacturer's Association and was later appointed as a Legislative Management Officer representing two different federal agencies before the U.S. Congress; the U.S. Agency for International Development and the U.S. Department of State. Mr. Wurzberger was subsequently appointed as a senior level personnel manager in the Department of State and later in the Department of Defense in the same function where he was selected as a member of the U.S. Senior Executive Service, overseeing civilian personnel matters in the Pentagon on behalf of the Secretary of Defense. Upon his departure, the Secretary of Defense awarded him the Department of Defense Medal for Distinguished Public Service, the Department's highest civilian honor. Specializing in public sector executive recruitment and selection, Mr. Wurzberger received a Bachelor's Degree in English from California State University, San Diego. He has served as lead consultant or has assisted with over 400 successful public sector executive recruitment and selection processes for local governments in California, Washington and throughout the country. As lead consultant, Mr. Wurzberger has just completed the successful recruitment and selection of the new Fire Chief for Eastside Fire & Rescue, headquartered in Issaquah, Washington, where he worked closely with Council Members representing the Cities of Issaquah, Sammamish and North Bend. Other previous recruitments he has recently completed include; Chief Financial Officer for the Regional Income Tax Agency in Brecksville, Ohio; Fire Chief for the City of Santa Cruz, California; General Manager of the Santa Cruz Metropolitan Transit District; Deputy Fire Chief and Director of Human Resources for the City of Dayton, Ohio; Fire Chief, Deputy Fire Chief, Director of Community & Economic Development and Economic Development Manager for the City of Vallejo, California, Deputy Chief of Police for the Port of Los Angeles, California; Chief of Police for the City of Yakima, Washington; and City Managers for the Cities of Covington, Washington and Newton Falls, Ohio. The Mercer Group has previously conducted successful recruitments for City Managers in Washington for the Cities of Richland and Federal Way.

**3. Time Commitments**

Mr. Wurzberger has the quality time to devote to this search and selection process so as to fully meet the requirements of the City of Mercer Island.



## II. EXPERIENCE OF THE FIRM

**\*Executive search work performed by a current staff member while working at another firm.**

### City Managers/Administrators

Akron, Ohio - Assistant to the Mayor (Technology Agent) - 1973  
Alachua, Florida - City Manager - 2001  
Alamogordo, New Mexico - City Manager - 2009  
Albany, Georgia - Assistant City Manager (Limited Scope Search) - 2000  
Angel Fire, New Mexico - Village Manager - 2011  
Angel Fire, New Mexico - Town Administrator (Limited Scope Search) - 2000  
Andrews, Texas - City Manager - 2000  
Ann Arbor, Michigan - City Administrator - 2001  
Ann Arbor, Michigan - City Administrator - 1995  
Ann Arbor, Michigan - City Administrator - 1988  
Arkansas City, Kansas - City Manager - 2006  
Arlington, Texas - City Manager - 2011  
Arlington, Texas - Assistant City Manager (Technology Agent) - 1973  
Aspen, Colorado - City Manager - 1989  
Athens/Clarke County Unified Government, Georgia - Manager - 2000  
Athens/Clarke County Unified Government, Georgia - Manager - 1995  
Aurora, Colorado - City Manager - 1989  
Austin, Texas - City Manager - 1988  
Avondale, Arizona - City Manager - 2000  
Aztec, New Mexico - City Manager - 2009  
Bangor, Maine - City Manager - 2010  
Barrington, Illinois - Village Manager - 1998  
Bay City, Michigan - City Manager - 2003  
Beavercreek, Ohio - City Manager - 2003  
Beavercreek, Ohio - City Manager - 1985  
Belding, Michigan - City Manager - 1999  
Bellaire, Texas - City Manager - 1996  
Billings, Montana - City Administrator - 2006  
Billings, Montana - City Administrator - 2003  
Billings, Montana - City Administrator - 1999  
Billings, Montana - Assistant City Administrator - 2003  
Billings, Montana - Deputy City Administrator - 2003  
Birmingham, Michigan - City Manager - 2010  
Bloomfield, New Mexico - City Manager - 2010

Bloomfield Hills, Michigan - City Manager - 2006  
Bloomfield Hills, Michigan - City Manager – 2001  
Boca Raton, Florida - Assistant City Manager – 1989  
Boulder, Colorado - City Manager - 2008  
Boulder, Colorado - City Manager - 2002  
Boynton Beach, Florida - City Manager - 1999  
Bridgeport, Texas - City Administrator - 2010  
Bryan, Texas - City Manager - 2006  
Cairo, Georgia - City Manager - 1995  
Canadian, Texas - City Manager - 2010  
Cape Coral, Florida - City Manager - 1996  
Carpentersville, Illinois - Village Manager - 2001  
Carrboro, North Carolina - Town Manager - 2003  
Casa Grande, Arizona - City Manager - 2003  
Casselberry, Florida - City Manager (Limited Scope Search) - 2003  
Centennial, Colorado - City Manager - 2007  
Centennial, Colorado - City Manager - 2001  
Centennial, Colorado - Assistant City Manager - 2006  
Champaign, Illinois - Assistant City Manager - 2007  
Charlotte, North Carolina - City Manager - 2008  
Charlotte, North Carolina - City Manager - 1996  
Charlotte, North Carolina - City Manager - 1981  
Charlotte, North Carolina - Deputy City Manager (Limited Scope Search) - 2000  
Chesapeake, Virginia - City Manager - 2012  
Chesapeake, Virginia - City Manager - 1996  
\*Chesapeake, Virginia - City Manager - 2009  
\*Chesapeake, Virginia - City Manager - 2006  
Clayton, Missouri - City Manager - 2003  
Cleburne, Texas - City Manager - 2011  
\*Clifton Forge, Virginia - City Manager - 2006  
\*Cloverdale, California - City Manager - 2001  
College Park, Georgia - City Manager - 2013  
College Park, Georgia - City Manager - 2008  
College Park, Georgia - City Manager - 2002  
College Park, Maryland - City Manager - 2004  
College Park, Maryland - City Manager - 2002  
College Station, Texas - City Manager - 2006  
College Station, Texas - Assistant City Manager (2) - 2006  
\*Colma, California - City Manager - 1998  
Columbia, South Carolina - City Manager - 2009  
Columbia, South Carolina - City Manager – 1997

Columbus, Georgia - City Manager - 1995  
Concord, North Carolina - City Manager - 1999  
Coral Springs, Florida - Assistant City Manager - 2000  
\*Cotati, California - City Manager - 1997  
Covington, Georgia - City Manager - 2013  
Covington, Washington - City Manager – 2006  
Culpeper, Virginia - Town Manager - 2000\*  
Daly City, California - Assistant City Manager - 1995  
Danville, Kentucky - City Manager - 2011  
Danville, Virginia - City Manager - 1999  
\*Danville, Virginia - City Manager - 2008  
Davie, Florida - Town Administrator - 1999  
Dayton, Ohio - City Manager - 2006  
Dayton, Ohio - Assistant City Manager/Operations - 2007  
Dayton, Ohio - Assistant City Manager/Economic Development - 2007  
Daytona Beach, Florida - City Manager - 2002  
Decatur, Illinois - City Manager - 2008  
Decatur, Illinois - City Manager - 1987  
Deerfield Beach, Florida - City Manager - 1989  
DeKalb, Illinois - City Manager - 1998  
Delaware, Ohio - City Manager - 1998  
Delray Beach, Florida - City Manager - 1986  
Del Rio, Texas - City Manager (Limited Scope Search) - 1995  
Derby, Kansas - City Manager - 2001  
Dothan, Alabama - City Manager - 2002  
Downer=s Grove, Illinois - Village Manager - 2005  
Dublin, Ohio - City Manager - 2008  
Durham, North Carolina - City Manager - 2008  
Durham, North Carolina - City Manager - 2004  
East Point, Georgia - City Manager - 2012  
East Point, Georgia - City Manager - 1999  
East Point, Georgia - City Manager - 1996  
Eau Claire, Wisconsin - City Manager - 2006  
Elkhart, Kansas - City Administrator (Limited Scope Search) - 2000  
Eloy, Arizona - City Manager - 2000  
El Paso, Texas - City Manager 2004  
El Reno, Oklahoma - City Manager - 2006  
Enid, Oklahoma - City Manager - 1997  
\*Encinitas, California - City Manager - 1999  
Erie, Colorado - Town Administrator - 2011  
Española, New Mexico - City Manager - 2008  
Estes Park, Colorado - Town Administrator – 2011

Eugene, Oregon - Assistant City Manager (Technology Agent) - 1973  
Eustis, Florida - City Manager - 2007  
Evanston, Illinois - City Manager - 1996  
Evanston, Illinois - Assistant City Manager (Technology Agent) - 1973  
Fairfield, Iowa - City Administrator - 2010  
Fairmont, Minnesota - City Administrator - 1988  
\*Fayetteville, North Carolina – 2008  
Federal Heights, Colorado - City Manager - 2007  
Federal Heights, Colorado - City Manager - 2004  
Federal Way, Washington - City Manager - 1999  
Flint, Michigan - City Administrator - 2001  
Florence, South Carolina - City Manager - 1996  
Florence, South Carolina - City Manager - 2011  
Fort Lauderdale, Florida - City Manager - 1998  
Fort Smith, Arkansas - City Administrator - 2008  
Fort Smith, Arkansas - City Administrator - 2006  
Fountain Hills, Arizona - Town Manager - 2011  
Fountain Hills, Arizona - Town Manager - 2002  
Frankfort, Kentucky - City Manager - 2003  
Franklin Village, Michigan - Village Administrator - 1998  
Gainesville, Florida - City Manager - 2005  
Gainesville, Florida - City Manager - 1995  
Galesburg, Illinois - City Manager - 2006  
Gastonia, North Carolina - City Manager - 2007  
Glen Ellyn, Illinois - Village Manager - 2008  
Glen Ellyn, Illinois - Village Manager - 2006  
Glencoe, Illinois - Village Manager - 2000  
Glendale, Arizona - Assistant City Manager - 2010  
Glendale, Arizona - Deputy City Manager (2 Positions) - 2004  
Glenview, Illinois - Village Manager - 2004  
Glenwood, Illinois - Village Administrator - 2008  
Glenn Heights, Texas - City Manager - 2006  
Goldsboro, North Carolina - City Manager - 2011  
Goldsboro, North Carolina - City Manager - 2004  
Goodyear, Arizona - City Manager - 2007  
Grand Island, Nebraska - City Administrator - 2007  
Grand Ledge, Michigan - City Administrator - 1999  
Granville, Ohio - Village Manager - 2005  
Greeley, Colorado - Deputy City Manager - 2006  
Green Cove Springs, Florida - City Manager (Limited Scope Search) - 1997  
\*Greenfield, California - City Manager - 1998  
Greensboro, North Carolina - Assistant City Manager (Limited Scope Search) - 1996  
\*Greenville, North Carolina – 2007

Gulfport, Florida - City Manager - 2003  
Gulfport, Florida - City Manager - 1989  
GVR Metropolitan District, Green Valley Ranch, Denver, Colorado - District Manager - 2008  
Hampton, Virginia - City Manager - 2009  
Hampton, Virginia - City Manager - 1984  
Hampton, Virginia - Assistant City Manager (Technology Agent) - 1973  
\*Healdsburg, California - City Manager – 1995  
Highland Park, Michigan - Interim City Manager - 2002-2003  
High Point, North Carolina - Assistant City Manager (Technology Agent) - 1973  
Holland, Michigan - City Manager - 2011  
Howell, Michigan - Deputy City Manager for Financial Services – 2004  
Huber Heights, Ohio - City Manager - 2000  
Hudson, Ohio - City Manager - 1997  
Hyattsville, Maryland - City Administrator – 2010  
Independence, Missouri - Assistant City Manager (Technology Agent) - 1973  
Indian Rocks Beach, Florida - City Manager (Limited Scope Search) - 1997  
Indian Rocks Beach, Florida - Interim City Manager (Assist) - 2005  
Indian Trail, North Carolina - Town Manager - 2009  
Jackson, Michigan - City Manager - 2004  
Jackson, Michigan - City Manager - 1996  
Jacksonville, North Carolina - City Manager - 2010  
Jacksonville, North Carolina - City Manager - 2005  
Jacksonville, North Carolina - City Manager - 1998  
Jacksonville, North Carolina - Assistant City Manager - 2007  
Jersey City, New Jersey - Assistant Business Manager (Technology Agent) - 1973  
Johns Creek, Georgia - City Manager - 2006  
Johnson City, Tennessee - City Manager - 2005  
Joplin, Missouri - City Manager - 2004  
Kent, Ohio - City Manager - 2005  
Kent, Ohio - City Manager - 1997  
Kettering, Ohio - Assistant City Manager (Technology Agent) - 1973  
Kingsport, Tennessee - City Manager - 1999  
Lakeland, Florida - City Manager - 2003  
Lakeland, Florida - Assistant to the City Manager - 2004  
\*Lakeport, California - City Manager - 2001  
Lake Worth, Florida - City Manager - 2009  
Las Vegas, New Mexico - City Manager - 2009  
Laurinburg, North Carolina - City Manager - 1999  
Lapeer, Michigan - City Manager - 2002  
League City, Texas - City Manager - 2012  
League City, Texas - City Administrator - 2009  
League City, Texas - Assistant City Manager for Public Works - 2009  
League City, Texas - City Administrator – 2004

Lee's Summit, Missouri - City Manager - 2008  
Liberty, Texas - City Manager - 2007  
Littleton, Colorado - City Manager - 2011  
\*Livermore, California - City Manager - 2000  
\*Livermore, California - Assistant City Manager - 2001  
Longboat Key, Florida - Town Manager - 1997  
Longboat Key, Florida - Town Manager - 1993  
Longboat Key, Florida - Assistant Town Manager – 1996  
\*Los Altos, California - City Manager - 1998  
Los Angeles, California - Chief Legislative Analyst - 2005  
Louisville, Ohio - City Manager - 2001  
Lower Merion Township, Pennsylvania - Assistant Township Manager (Techn. Agent) - 1973  
Macon, Georgia - Chief Administrative Officer - 2008  
Manistee, Michigan - City Manager - 2001  
Marco Island, Florida - City Manager - 2004  
Martinsville, Virginia - City Manager - 2004 Mason, Ohio - City Manager - 2006  
Matthews, North Carolina - Town Manager - 2002  
McAlester, Oklahoma - City Manager (Limited Scope Search) - 2006  
McKinney, Texas - Assistant City Manager - 2006  
Melbourne, Florida - City Manager - 2002  
Middletown, Ohio - City Manager - 1984  
Middletown, Pennsylvania - Borough Manager - 2001  
Midland, Texas - City Manager - 2008  
\*Mill Valley, California - City Manager - 1999  
Minneapolis, Minnesota - Assistant City Coordinator (Technology Agent) - 1973  
Minnetonka, Minnesota - City Manager - 2000  
Minster, Ohio - Village Administrator - 1986  
Monroe, Michigan - City Manager - 1992  
Monmouth, Illinois - City Administrator - 2007  
Montgomery, Illinois - Village Manager - 2000  
 Mooresville, North Carolina - Town Manager - 2008  
\*Morgan Hill, California - City Manager - 1996  
Mound, Minnesota - City Manager - 2000  
Mount Holly, North Carolina - City Manager - 2007  
Muscatine, Iowa - City Administrator - 2009  
Naples, Florida - City Manager - 2007  
Naples, Florida - City Manager - 2003  
Negaunee, Michigan - City Manager - 2004  
Newburgh, New York - City Manager - 2010  
Newport News, Virginia - City Manager - 2005  
Norfolk, Virginia - City Manager - 1999  
North Miami, Florida - City Manager - 2002  
Northglenn, Colorado - City Manager – 2001

Northville Township, Michigan - Township Administrator - 1999  
North Myrtle Beach, South Carolina - City Manager - 2010  
North Myrtle Beach, South Carolina - City Manager - 2003  
North Myrtle Beach, South Carolina - City Manager - 1997  
North Myrtle Beach, South Carolina - Assistant City Manager - 2008  
North Port, Florida - Assistant City Manager (Limited Scope Search) - 2003  
North Port, Florida - Assistant City Manager (Limited Scope Search) – 2002  
\*Novato, California - Assistant City Manager - 2002  
Oak Ridge, Tennessee - City Manager - 2010  
Oak Ridge, Tennessee - City Manager - 2003  
\*Oakland Park, Florida - Assistant City Manager - 2004  
\*Oakland Park, Florida - Assistant City Manager - 2002  
Oklahoma City, Oklahoma - City Manager - 1986  
Oklahoma City, Oklahoma - Assistant City Manager (Technology Agent) - 1973  
Oneonta, New York - City Manager - 2012  
Orlando, Florida - Chief Administrative Officer – 2005  
Overland Park, Kansas - City Manager - 2010  
Oxford, Ohio - City Manager - 2007\*Oxnard, California - City Manager - 1997  
Paducah, Kentucky - City Manager - 2010  
Pagosa Springs, Colorado - Town Manager - 2008  
Parker, Colorado - Town Administrator - 2005  
Pasadena, California - Assistant City Manager (Technology Agent) - 1973  
Peoria, Illinois - City Manager - 2008  
Payson, Arizona - Town Manager - 2002  
\*Petaluma, California - City Manager - 1996  
Petoskey, Michigan - City Manager - 2009  
Phoenix, Arizona - City Manager - 1989  
Piqua, Ohio - City Manager - 2005  
Pittsburg, Kansas - City Manager - 2012  
Plainview, Texas - City Manager - 2003  
Pompano Beach, Florida - City Manager - 2009  
Ponce Inlet, Florida - Town Manager - 2001  
Port Arthur, Texas - City Manager - 2011  
Port Huron, Michigan - City Manager - 1997  
Portsmouth, Virginia - City Manager - 2000  
\*Portsmouth, Virginia - City Manager 2009  
Powder Springs, Georgia - City Manager - 2006  
Prairie Village, Kansas - City Administrator - 2007  
Pueblo, Colorado - Assistant City Manager (Technology Agent) - 1973  
Punta Gorda, Florida - City Manager - 2004  
Punta Gorda, Florida - City Manager - 1998  
Punta Gorda, Florida - City Manager - 1995  
Questa, New Mexico - Village Administrator – 2011



Raleigh, North Carolina - Assistant to the City Manager - 1971  
Raleigh, North Carolina - City Manager - 2000  
Raton, New Mexico - City Manager - 2011  
Reading, Pennsylvania - Managing Director - 2003  
\*Reno, Nevada - City Manager - 1995  
Richland, Washington - City Manager - 2007  
Richland, Washington - City Manager - 1998  
Richland, Washington - City Manager (Limited Scope Search) - 2000  
Richmond, Michigan - City Manager - 1998  
Richmond, Virginia - Chief Administrative Officer - 2009  
Rio Rancho, New Mexico - City Administrator - 2003  
Roanoke, Virginia - City Manager - 1999  
Rock Hill, South Carolina - City Manager - 2001  
Rock Hill, South Carolina - City Manager - 1993  
Rockport, Texas - City Manager - 2011  
Rockville, Maryland - City Manager - 1998  
Safety Harbor, Florida - City Manager - 2006  
Saint Clair Shores, Michigan - City Manager - 2013  
Sandy Springs, Georgia - City Manager - 2005  
San Diego, California - Deputy City Manager - 1988\*San Diego, California - Assistant City Manager - 2000  
San Jose, California - Assistant City Manager (Technology Agent) - 1973  
\*San Rafael, California - City Manager - 1996  
\*Santa Rosa, California - City Manager - 2000  
Sarasota, Florida - City Manager - 2007  
Sarasota, Florida - City Manager - 1986  
Saratoga, California - City Manager - 2000  
\*Saratoga, California - City Manager - 1997  
Savannah, Georgia - City Manager - 1994  
Sheridan, Colorado - City Manager - 2011  
Sioux City, Iowa - Assistant City Manager (Technology Agent) - 1973  
Snellville, Georgia - City Manager - 2008  
\*Solana Beach, California - City Manager - 2002  
South Brunswick Township, New Jersey - Township Administrator - 1987  
South Haven, Michigan - City Manager - 1999  
Southlake, Texas - Assistant City Manager - 2005  
South Miami, Florida - City Manager - 2010  
South Miami, Florida - City Manager - 2003  
Southfield, Michigan - City Administrator - 1999  
Sparks, Nevada - City Manager - 1989  
Spartanburg, South Carolina - City Manager - 2001  
Spartanburg, South Carolina - City Manager - 1995  
Spartanburg, South Carolina - City Manager - 1984



St. Pete Beach, Florida - City Manager - 2001  
St. Petersburg, Florida - Assistant City Manager (Technology Agent) - 1973  
St. Petersburg, Florida - Deputy City Manager Public Works - 1988  
Suffolk, Virginia - City Manager – 2002  
Sun'n Lake Sebring Improvement District, Florida - General Manager - 2006  
Sun'n Lake Sebring Improvement District, Florida - General Manager - 2004  
Sun'n Lake Sebring Improvement District, Florida - General Manager - 2002  
Sunrise, Florida - City Manager - 1989  
Sun Valley, Idaho - City Administrator - 2012  
Superior, Colorado - Town Manager - 2006  
Swartz Creek, Michigan - City Manager - 2000  
Taos, New Mexico - City Manager (Limited Scope) - 2012  
Takoma Park, Maryland - City Manager - 2013  
Takoma Park, Maryland - City Manager - 2004  
Talladega, Alabama - City Manager - 2008  
Talladega, Alabama - City Manager - 2003  
Tallahassee, Florida - City Manager - 1994  
Temple, Texas, City Manager - 2004  
\*The Sea Ranch - Community Manager - 2002  
\*Tiburon, California - City Manager – 2000  
Tifton, Georgia - City Manager - 2007  
Tifton, Georgia - City Manager - 1996  
Timnath, Colorado - Town Manager - 2011  
Tipp City, Ohio - City Manager - 2008  
Topeka, Kansas - Assistant to the Mayor (Technology Agent) - 1973  
Topeka, Kansas - Chief Administrative Officer - 2002  
\*Tracy, California - Deputy City Manager - 1999  
Traverse City, Michigan - City Manager - 1987  
Treasure Island, Florida - City Manager - 2004  
Treasure Island, Florida - City Manager - 1996  
Trophy Club, Texas - Town Manager - 2010  
Troy, Michigan - City Manager - 2012  
Tucson, Arizona - City Manager - 2004  
Tucson, Arizona - Assistant City Manager (Technology Agent) - 1973  
\*Union City, California - City Manager - 1995  
Union City, Georgia - City Administrator - 2007  
University City, Missouri - City Manager - 2005  
Vero Beach, Florida - City Manager - 2004  
Villa Park, Illinois - Village Manager - 2011  
Virginia Beach, Virginia - City Manager - 1991  
Virginia Beach, Virginia - Deputy City Manager – 1987

Wentzville, Missouri - City Administrator - 2013  
Wentzville, Missouri - City Administrator - 2012  
West Hartford, Connecticut - Assistant City Manager (Technology Agent) - 1973  
Westminster, Colorado - City Manager - 2000  
Westminster, Maryland - City Administrator - 2006  
\*Union City, California - City Manager - 1995  
Union City, Georgia - City Administrator - 2007  
University City, Missouri - City Manager - 2005  
Vero Beach, Florida - City Manager - 2004  
Villa Park, Illinois - Village Manager - 2011  
Virginia Beach, Virginia - City Manager - 1991  
Virginia Beach, Virginia - Deputy City Manager - 1987  
Wentzville, Missouri - City Administrator - 2013  
Wentzville, Missouri - City Administrator - 2012  
West Hartford, Connecticut - Assistant City Manager (Technology Agent) - 1973  
Westminster, Colorado - City Manager - 2000  
Westminster, Maryland - City Administrator - 2006  
West Palm Beach, Florida - City Manager - 1988  
Westerville, Ohio - City Manager - 2007  
White House, Tennessee - City Administrator - 2012  
White House, Tennessee - City Administrator - 2005  
West Palm Beach, Florida - City Manager - 1988  
Westerville, Ohio - City Manager - 2007  
White House, Tennessee - City Administrator - 2012  
White House, Tennessee - City Administrator - 2005  
Wichita, Kansas - City Manager (Limited Scope Search) - 2008  
Wichita Falls, Texas - City Manager - 2005  
Wilmington, North Carolina - City Manager - 2002  
Wilmington, North Carolina - Deputy City Manager - 2003  
Wilson, North Carolina - City Manager - 2004  
Winchester, Virginia - City Manager - 2011  
Winter Haven, Florida - City Manager - 2001  
Winter Haven, Florida - City Manager - 1986  
Woodstock, Georgia - City Manager - 2008  
Worcester, Massachusetts - City Manager - 1993  
Worcester, Massachusetts - Assistant City Manager (Technology Agent) - 1973  
Worthington, Minnesota - City Manager - 1988  
Worthington, Ohio - City Manager - 2007  
Wylie, Texas - City Manager - 2004  
Yankton, South Dakota - City Manager - 2012  
York, Pennsylvania - Business Administrator & Assistant Solicitor - 2000

### III. SERVICES AND COST PROPOSAL

#### A. Approach

Our approach and style are interactive. That is, we form a partnership with our client to conduct a project. The City of Mercer Island will benefit through ease of implementation and by gaining more in-depth knowledge of executive search and management consulting techniques and expertise.

#### B. Work Plan

We recommend a seven (7) step search and selection process as follows:

1. **Position Analysis** – We will define work relationships, job qualifications and requirements for the position – the “Position Profile”.
2. **Recruitment Process** – We will recruit regionally and nationally for the position and network to locate the most highly qualified potential candidates.
3. **Resume Review** – We will identify prospective candidates.
4. **Candidate Screening** – We will thoroughly screen prospective candidates.
5. **Background Investigation** – We thoroughly evaluate prospective candidates.
6. **Interview Process** – We will make recommendations to the City of Mercer Island and assist in selection with the active involvement of the designated City officials.
7. **Negotiation and Follow-up** – We will facilitate employment and follow-up to ensure complete integrity of the process.

##### 1. Position Analysis

For this position, we will have extensive consultation with the designated City officials as well as other individuals or groups (if you wish) to determine the City’s current vision and mission, goals and objectives, the needs and issues, requirements of the job, and to obtain information about the environment within which the position functions. During this process, we will initiate individual interviews with Council Members, department heads and key staff, and others of your choice to identify expectations, perceptions, and concerns regarding the position. In addition, we will spend a considerable amount of time at the beginning of the process in the City of Mercer Island to determine the level of experience and training needed. Based upon those meetings, we will prepare a comprehensive draft position profile and review it with the City officials and staff in order to arrive at a general agreement regarding the recruitment specifications for the position. The final position profile will include information about the City of Mercer Island, the City Council, the community, services provided by the City to the community, initiatives and issues to be faced, and the position and selection criteria that has been established.

##### 2. Recruitment Process

Because we have completed similar searches, we will review our database to determine those candidates whom we already know and/or already have on file who may meet the City's specifications.

Although this process can be valuable, we will rely most heavily on our own contacts in the city management field and on our own experience. Through "networking", we will conduct a regional and nation-wide search for the best qualified candidates and invite them to apply for the position.

We will provide the City officials and staff several advertising alternatives and their associated benefits. Based on our discussions with the City officials, we will place ads in professional journals, online on relevant websites that specialize in and will attract the attention of high quality public sector executives, and in various minority and women's publications to encourage a full range of qualified applicants to apply.

### **3. Resume Review**

We will review and analyze each applicant's background and experience against the position description criteria for the position. We will acknowledge all resumes received and keep candidates informed of their status.

### **4. Candidate Screening**

Criteria for the preliminary screening will be contained in the approved "Recruitment Profile". They may include such items as education, technical knowledge, required training, professional experience, accomplishments, management style, personal traits, etc. Screening of candidates against those criteria will be based on data contained in the resumes, other data provided by the candidates, and on our knowledge of the organizations in which they work. At this stage, each must meet the minimum qualifications specified in our Recruitment Profile.

We will be responsible for screening the applications received. We will conduct interviews with references who may know the candidate's background and expertise by telephone. Wherever economically feasible, we will conduct interviews with top candidates in person.

Once the initial screening is completed, we will select the prospective candidates who most closely match the criteria established by the City officials to interview with the consultant. One contingency here is that the City officials may not approve of any of the recommended candidates. If that should occur, we would, of course, continue searching until the City's needs are clearly met.

criteria and our professional expertise in evaluating the quality of such qualifications and achievements. We also request that our recommended candidates provide, in writing, substantial information about their accomplishments, management style and philosophy in the provision of city services, oversight of budget and long term financial planning, facilities and personnel, management/labor relations, and the candidate's long term personal and professional goals.

## **5. Background Investigation**

As part of our process in evaluating top candidates, we make detailed and extensive reference checks. In conducting these, it is our practice to speak directly to individuals who are now or have previously been in a position to evaluate the candidates' job performance.

We ask each candidate to provide us with a large number of references. We then network these references to other persons who know the candidate. In this way, we thoroughly evaluate each candidate. We have talked to as many as 23 references concerning a single finalist candidate. These references and evaluations are combined to provide frank and objective appraisals of the top candidates. We also verify past employment difficulties, if any, including any legal action filed against former employers.

As part of our evaluation process, we verify undergraduate and graduate college degrees. We arrange for checks of credit, criminal, bankruptcy, and motor vehicle records. We will recommend background investigation criteria to the City officials whom will make the final decision on the specifics of the background check.

We will review and analyze each applicant's background and experience against the position description criteria. We will acknowledge all resumes received and keep candidates informed of their status.

## **6. Interview Process**

Based on the preceding steps, a recommended list of eight (8) to twelve (12) semi-finalists for the position of City Manager will be compiled. We will provide written information on each finalist. The information will cover, but not be limited to, 1) present position, 2) total years experience, 3) salary requirements, 4) education, 5) previous positions held, 6) notable projects, 7) management style, 8) skills and abilities, 9) interests, and 10) personal and professional goals.

shall make the final decision on which and how many candidates will be invited to interview with the City officials and possibly other groups in Mercer Island, as may be desired.

Our report will be presented in a meeting with the City officials in which we will discuss our recommendations and provide supporting background information, recommended and sample questions and a performance dimension rating form for the use of the interviewers.

We will also provide the City officials our recommendations relative to timing, sequencing, location, setting, format, and conduct of interviews with the finalists. We will provide information about trends in employment, employment contracts and agreements, relocation expenses, perquisites, appropriate role for spouses, receptions, etc., if so desired. We will arrange schedules for top candidate interviews with the City officials and will coordinate the entire process to its conclusion.

## **7. Negotiation and Follow-up**

We will also assist in the negotiation process relative to salary, benefits and other conditions of employment. We feel that we can be especially helpful because we have proposed a fixed fee rather than one based on a percentage of salary. One contingency here is that an agreement may not be able to be arranged. If that is the case, we will work with the City officials to select an alternate candidate.

We will properly handle any and all media relations. Unless otherwise directed, it is our standard practice to tell all media that we are working on behalf of the City of Mercer Island and that any public statement should come directly from the appropriate City official's office. We are committed to and will maintain confidentiality of candidate information, to the degree possible, under Washington state law.

Finally, we will notify by letter all unsuccessful candidates who were not recommended for interviews with the City officials and of the final decision reached. We suggest, however, that it may be more proper for the City officials to play a role in directly notifying all unsuccessful candidates whom they interviewed of the final result.

and involved in decisions concerning the search process at all times. We will provide regular updates and a formal progress report at the mid-point of the search. These reports will contain a progress report on the recruitment and specific steps to be taken to meet the City's deadlines and an itemization of expenses incurred-to-date.

Support from the City officials will be required, as follows:

- Arranging interviews with the appropriate City officials and key staff
- Providing budget, organization charts and other documents
- Place of contact for the search
- Processing invoices for payment

### **C. Equal Employment Opportunity Statement**

It is the policy of The Mercer Group, Inc., to assure equal opportunity based on ability and fitness for all employees or applicants considered for our client organizations regardless of race, color, religion, sex, age, marital or veteran's status, national origin, or the presence of any sensory, mental or physical disability. Such policy shall apply, but not be limited to, hiring, placement, job classification, transfer or promotion, demotion, recruitment, advertising or solicitation for employment, rates of pay or other forms of compensation, selection for training, career development, layoff or termination.

This policy shall be disseminated to clients, subcontractors, suppliers and prospective applicants. The intent of this policy will apply to internal operations, recruitment and consulting activities conducted by our firm.

### **D. Proposed Recruitment Timeline**

(suggested and subject to approval or modification by City officials)

**THE CITY OF MERCER ISLAND  
CITY MANAGER SEARCH**

Interviews/consultation with the City Officials, Staff and/or Others to Assess the Needs and Issues, Identify Expectations, Perceptions and Concerns Regarding the Position for Purposes of Development of the Recruitment Profile	<b>Week of February 1, 2016</b>
Final Approval of Recruitment Profile/Brochure Develop Recruitment Materials and Solicitations.	<b>Week of February 22</b>
All Recruitment Ads Placed	<b>Week of March 7</b>
Candidate Outreach Campaign	<b>Week of April 4</b>
Resume Due Date	<b>April 11, 2016</b>
Review and Screening of Resumes	<b>Week of April 11</b>
Consultant Interviews and Completion of Supplemental Questionnaires by the More Qualified Candidates	<b>April 15 – May 2</b>
Screening of Recommended Semi-Finalist Candidates with City Officials	<b>Week of May 9</b>
Interviews of City Manager Finalists in Mercer Island Possible Selection of City Manager	<b>Week of May 16</b>
Consultant Completes Reference Checks	<b>Week of May 16</b>
Contract Negotiation and Appointment of the City Manager	<b>To Be Determined</b>
City Manager Reports to Work	<b>To Be Determined</b>

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***THE MERCER GROUP, INC.***

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**III. PROFESSIONAL SERVICES AND COST PROPOSAL**



Our professional services fee for the comprehensive services described in this proposal to recruit the City Manager is **\$16,500**, plus reimbursable, out-of-pocket expenses in an amount not-to-exceed \$8,000. There will be no additional costs or expenses paid to The Mercer Group, Inc. unless requested. Items typical of a similar search with their typical costs are broken down as follows:

Position Analysis.....	\$1,500
Outreach Campaign.....	3,000
Resume Review.....	1,750
Candidate Screening.....	3,000
Background Investigation.....	3,750
Interview Process.....	3,000
Negotiation and Follow-up.....	500
<b>TOTAL PROFESSIONAL FEE.....</b>	<b><u>\$16,500</u></b>

Expenses are for actual and documented consultant travel, lodging and per diem, telephone, correspondence, advertising, brochure development, background and work history reference checks, report preparation and delivery. The hourly rate for services from The Mercer Group, Inc. that the city may request outside the scope of this proposal is \$125.00 per hour.

**Please note that the cost for final candidates to travel to Mercer Island for interviews as the City desires is not included.** Such costs are normally paid by the client on a reimbursement basis, directly to the candidates. These costs are difficult to estimate because they depend on where the candidates are located. In general, out-of-state costs run about \$850 to \$1,200/person.

As part of the background investigation process, proposed site visits to the workplaces of finalist candidates will be determined by the City Council and expenses directly related to those visits are considered extra and to be paid for separately by the City of Mercer Island.

The City’s liability to The Mercer Group, Inc. for services rendered under this agreement will not exceed the agreed upon price unless an increase is authorized by the City officials in writing.

We will submit regular invoices for fees and expenses. It is our practice to bill one-third at the start of the search, one-third at the end of 30 days, and one-third upon delivery of the Final Report. We will comply with all applicable laws, rules and regulations of federal, state and local government entities.

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***THE MERCER GROUP, INC.***

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Our ability to carry out the work required will be heavily dependent upon our past experience in providing similar services to others, and we expect to continue such work in the future. We will,

to the degree possible, preserve the confidential nature of any information received from you or developed during the work in accordance with our professional standards.

We assure you that we will devote our best efforts to carrying out the engagement. The results obtained, our recommendations and any written material provided by us will represent our best judgment based on the information available to us. Our liability, if any, will not be greater than the amount paid to us for the services rendered.

This proposal constitutes the agreement between us. It cannot be modified except in writing by both parties. Our agreement will be interpreted according to the laws of the State of Washington.

**F. Proposal Acceptance**

This proposal, dated January 8, 2016 is accepted for the City of Mercer Island, Washington by:

SIGNATURE:

NAME:

TITLE:

DATE:

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***THE MERCER GROUP, INC.***

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**G. Proposed Engagement Agreement**

**AGREEMENT**

This AGREEMENT, made as of this \_\_\_ day of \_\_\_\_\_, 2016, by and between **THE MERCER GROUP, INC.** and the **CITY OF MERCER ISLAND**, Washington, a public enterprise.

**WITNESSETH:**

WHEREAS, the City of Mercer Island, Washington (hereinafter referred to as the "City") has made a request for proposal to hire an executive recruiter to conduct the search for a City Manager and

WHEREAS, The Mercer Group, Inc. (hereinafter referred to as "Mercer") has submitted a proposal in response to the City's request; and

WHEREAS, the City has selected Mercer's proposal as the proposal which best meets its needs and the City desires to hire Mercer to conduct the City's search for a new City Manager, and

WHEREAS, Mercer desires to assist the City in conducting the City's search for a new City Manager

NOW THEREFORE, in consideration of the following mutual covenants and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by all parties hereto, Mercer and the City hereby agree as follows:

1. Mercer agrees to provide services and support to the City in the conduct of the City's search for a new City Manager. Mercer agrees to conduct the City's project in accordance with the scope of services outlined in its Proposal to the City dated January 8, 2016 in response to the City's request for proposal and scope of work.

Mercer's proposal is incorporated by reference and thus made a part of this Agreement.

2. The City agrees to compensate Mercer for its services in the amount of \$16,500 for professional services and direct, reimbursable expenses in the amount of \$8,000 as outlined on page 20 of Mercer's proposal to the City.

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***THE MERCER GROUP, INC.***

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3. The City and Mercer both agree that this Agreement shall be governed by the laws of the State of Washington.
4. The City and Mercer both agree that in the event that any dispute arises between the parties, the complaining party shall promptly notify the other of the dispute in

writing. Each party shall respond to the other party in writing within ten (10) working days of receipt of such notice.

5. The City and Mercer both agree that any amendments to this Agreement shall be made in writing, and executed by both parties. No proposed amendment which is not in writing and executed by both parties shall effect the terms of this Agreement.
6. The parties shall have the right at either parties' convenience to terminate this Agreement following ten (10) days written notice to the affected party. Should either party terminate this Agreement the City shall only be obligated to pay Mercer for those services already provided.

**THE CITY OF MERCER ISLAND, WASHINGTON**

BY:

**ATTEST:**

**THE MERCER GROUP, INC.**

BY:

Clark Wurzberger  
Senior Vice President

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***THE MERCER GROUP, INC.***

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**H. THE MERCER GROUP, INC. GUARANTEES**

**The ten (10) guarantees** of our search work are explained below:

1. **Client Organization:** The client is defined as the entire entity, including all departments, divisions, sections and groups. This assures that all of our guarantees apply to the entire client organization.
2. **Two-Year Off Limits:** We will not recruit candidates from a client organization for two years after completion of a search assignment without the full agreement of the client.
3. **Placement Off Limits Forever:** We will never recruit a candidate whom we have placed in a client organization as long as he/she is employed by that organization without the full agreement of the client.
4. **Continue the Search:** If, for any reason, the client does not feel comfortable selecting a candidate from our original recommended group of candidates, we will continue the search until the client can make a selection. The only caveat is that we may need to charge additional out-of-pocket expenses only for this additional work.
5. **Replacement of Successful Candidate:** If the candidate we place with the client leaves the client organization for cause during the 24 month period following the date of placement with the client, we will replace the candidate for the out-of-pocket expenses only that it costs us to make the new placement.
6. **Parallel Candidate Presentation:** We will not present a candidate simultaneously to more than one client. This permits our firm to represent one client organization without any conflicts of interest.
7. **Client Conflicts:** If asked, we will disclose to our clients the names of the organizations which are "Off Limits" that logically would be target organizations on the new search assignment.
8. **Deceptive/Misleading Search Techniques:** We commit to our clients and to our prospective candidates that we will not use any search techniques which may be considered as deceptive or misleading.
9. **Resume Floating:** We will not float resumes to organizations in the hopes that we can collect a fee if that individual is hired.
10. **Not Represent Individuals:** We assure our clients and individuals who may become candidates that we will not collect a fee from candidates whom we may recommend for a position.

**I. REFERENCES**

Bob Keller  
Council Member (Chair, Personnel Committee – Eastside Fire & Rescue)  
City of Sammamish  
801 228<sup>th</sup> Avenue SE

Sammamish, Washington 98075  
(425) 836-4210  
**Fire Chief Search, Eastside Fire & Rescue**

Michael A. Morales, Director  
Community Development Department  
City of Federal Way  
33325 8<sup>th</sup> Avenue South  
Federal Way, Washington 98003-6325  
(253) 455-4082  
**Chief of Police Search, City of Yakima**  
**(Mr. Morales supervised this search while serving as Interim City Manager of Yakima)**

Noreen Beaufriere, Personnel Manager  
City of Covington  
16720 SE 271<sup>st</sup> Street, Suite 100  
Covington, Washington 98042  
(253) 638-1110, Extension 2240  
**City Manager Search**

Daniel E. Keen, City Manager  
City of Vallejo  
555 Santa Clara Street  
Vallejo, California 94590  
(707) 648-4576  
**Fire Chief Search**  
**Deputy Fire Chief Search w/ Assessment Center**  
**Director of Community and Economic Development Search (2)**  
**Economic Development Manager Search**

Stanley Earley, Deputy City Manager  
City of Dayton  
101 W. Third Street  
Dayton, Ohio 45401  
(937) 333-3609  
**Deputy Fire Chief Search**  
**Director of Human Resources Search**  
**Aviation Director Searches (3)**

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***THE MERCER GROUP, INC.***

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**J. SAMPLE WORK PRODUCTS**

Please see the attached three samples of recent work products.





## Where Is Covington?

Covington is 35 minutes southeast of Seattle.



- 30 Minutes to SeaTac Airport
- 45 Minutes to the Chateau St. Michelle & Columbia Wineries.
- 1 Hour 45 Minutes to Mt. Rainier National Park
- 3 Hours to Vancouver, B.C.

### Compensation & Benefits

The salary range for this position is \$95,606 – \$121,111, plus an additional car allowance. The appointment may be made anywhere within the range depending upon the qualifications of the candidate. Washington does not have a state income tax. The City provides a highly competitive benefits package that includes:

- \* Additional Annual Merit Award Increases of 0% to 9%, as determined by meeting established employee, departmental and Citywide goals and objectives that are evaluated through the City's Performance Measurement Program
- \* Annual 3% Step Increases and Cost-of-Living Adjustments
- \* 401(k) Retirement and Social Security Replacement Program, City-paid contributions total 13.1% of salary with employee contributions totaling 9.5%
- \* Voluntary 457 Employee Deferred Compensation Plan with possible City contribution to the new City Manager
- \* Medical Insurance including an Employee Assistance Program paid by City at 100% for employee and 81% for dependents
- \* Vision, Dental and Long-Term Disability Insurance 100% paid by City for both employee and dependents
- \* Section 125 Pre-Tax Benefit Plan for unreimbursed medical expenses and/or child care services
- \* 100% Tuition Reimbursement for approved professional development activities
- \* 100% City-paid Employee Life Insurance (\$50,000 maximum), Accidental Death and Dismemberment Insurance and Survivor's Life Insurance
- \* Generous vacation and sick leave allowances
- \* 10 paid holidays plus an additional floating holiday

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



### To Be Considered

If you would like to be considered for this excellent career opportunity, please submit a resume and cover letter summarizing why you believe you are a good fit for this position to:

Clark Wurzbeger  
The Mercer Group, Inc.  
P.O. Box 546 (Mailing Address)  
21155 N. Manzanita Hills Road  
(Physical Address)  
Weimar California 95736  
530.637.4559-530.637.1048 (Fax)  
cwurzbeger@excite.com

All resumes must be received by December 18, 2006.  
References will not be contacted until mutual interest is established.

**Tentative Recruitment Schedule:**  
Preliminary interviews of the most qualified candidates will be conducted by the consultant between late December, 2006 to early January, 2007. By mid-January finalists will be selected for further consideration and will be invited to interview with the City Council in Covington. Final selection, completion of reference checks and appointment of the new City Manager will occur as soon as possible thereafter. Clark Wurzbeger of The Mercer Group is available at the above contact information for inquiries about the position or process.

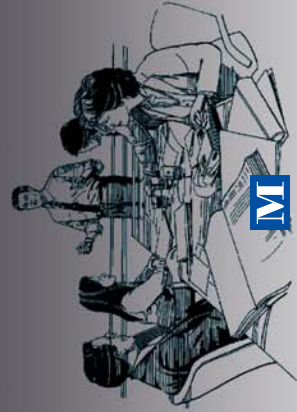


The Mercer Group, Inc.  
www.mercergroupline.com

# The City of COVINGTON, WASHINGTON is seeking a new CITY MANAGER



*"The City of Covington is a place where community, businesses and civic leaders are partners in building a city that is family-oriented, safe and pedestrian-friendly; a community that proudly invests in enhancing our small town character and natural environment and provides diverse recreational opportunities as well as remaining financially responsible."*



The Mercer Group, Inc.





**The Community**  
 Incorporated in 1997, Covington is a young city whose history is aligned to the abundance and accessibility of timber and water resources in the region. Covington is home to over 17,000 residents in an area of 6.5 miles, with built-out expected at approximately 30,000. The city is rapidly growing with many neighborhoods of single family homes (85% of all households in Covington are families) with youth making up 35% of the population. There are a variety of housing options in Covington from established, professional neighborhoods to suburban family neighborhoods—many with spectacular views of Mount Rainier and all with convenient access to the downtown area. Covington maintains a strong partnership with the Kent School District which has a tradition of excellent K-12 schools. Downtown Covington is a center of commerce for its residents and many others residing in the region due to its strategic location at the intersection of Highway 18 and Kent-Kangley Road (SR 516). The City retains a semi-rural character yet it is close to the City of Seattle, Seattle Airport, Puget Sound, Mt. Rainier and many other desirable destinations. A wide variety of cultural activities, including theater, concerts and fitness dining await you in the heart of Seattle, only a half-hour's drive from Covington. Beachcombing, boating, whale watching, water skiing, windsurfing, fishing, clamming, golfing, camping, hiking, biking, snow skiing, rock climbing, rain forests and winery tours are included in the abundance of recreational activities available within a driving distance of just minutes to less than 3.5 hours. Beyond its economic development aspirations the Council desires to improve the responsiveness of City Hall to the needs of citizens while embracing the citizen's participation in their own City government.

**The Position/Issues**  
 The new City Manager will be replacing Andrew Dempsey who resigned after serving for five years as the City Manager. Covington faces a range of issues and opportunities that include economic development, growing pains of a small maturing city, stabilizing revenues, retaining adequate reserves and working to further enhance the quality of life of Covington's families and youth. Despite the range of issues in Covington there is more agreement by the City's decision-makers on its broader direction than would be found in other cities under similar circumstances.

The City Manager will administer an All Funds budget of \$21.1 million, and provide leadership to a staff of 70. Legal, Public Safety, and Court services are provided on a contractual basis. Special Districts provide water, sewer and fire services. Other services are provided directly by the City through the following Departments: Executive, Community Development, Public Works and Emergency Management and Parks and Recreation.

**Important activities that need to be addressed concurrently are:**  
**Economic Development**  
 Downtown Covington is the city's central business district and is envisioned as the commercial, social and cultural nucleus of the community as well as being a destination for residents and the citizens of South King County. Covington has successfully attracted many quality retailers to the downtown area such as Fred Meyer, Wal-Mart, Pier One Imports and Kohl's along with the anticipated additions of Costco and Home Depot. The new City Manager will play a central role in working closely with community partners to shape the thriving downtown area under sustainable development standards and within a balanced, user-friendly transportation and pedestrian network. Additionally, the new City Manager will actively engage companies capable of providing employment opportunities for family wage earners to consider development along the Highway 18 corridor.

**Additional Issues/Opportunities**  
 Numerous important topics the new City Manager will address will be a definitive direction for Covington's growth needs, consideration of potential annexation processes, preserving the area's natural beauty, planning for long-term financing sources for parks, recreation and community services and stabilizing the workforce within the young City organization.

**Covington's "Ideal" City Manager**

This is an opportunity for the new City Manager to work with a Council with a harmonious governing style. The Council desires a working relationship with the Manager that could best be characterized as a partnership working together to implement the City's vision. An ideal City Manager could be described as a proactive executive with a well-developed skill set and mature temperament as well as a reputation for excellent communication and leadership skills, a professional who can guide the Council and community in achieving its vision for the future and staying focused on the successful completion of established goals and objectives.

The ideal City Manager would have a strong operational knowledge of municipal government service areas and have good municipal financial acumen and proven ability with budgeting and long range financial planning issues. Of equal importance will be someone who understands the dynamics of a small city and can work effectively with residents and members of the business community. The ideal City Manager would be someone who will have a positive influence on the community, who values the trust of Covington's citizens and whose actions will build confidence in their local government.



**The "Ideal" City Manager would also be someone who:**  
 ▲ Brings to the position a highly-developed sense of integrity, ethics and candor and will serve as a role model for the City's organization  
 ▲ Has the strong work ethic, enthusiasm and energy level necessary to oversee diverse issues and projects and follows through on their commitments  
 ▲ Can assist the Council in defining and attaining their vision of the future of Covington  
 ▲ Is a forward-thinking leader who understands that a modern workforce is more productive and more responsive to good leadership—someone who believes in recruiting and developing quality teams, inspiring and empowering staff and serving as a model for the behaviors that he/she expects of them  
 ▲ Can be relied upon to treat all Council Members equally and have the self-confidence to not count votes before rendering his/her best professional recommendations; someone who will openly share his/her ideas, thoughts and information with all Members

▲ Has the organizational skills necessary to monitor multiple projects and activities and not overlook important details  
 ▲ Is comfortable functioning in a visible role associated with working within a small community and values environmental preservation and quality of life concerns  
 ▲ Has a sense of humor and, while valuing hard work, sees the value in having a balanced life for themselves and the City's workforce



# EASTSIDE FIRE & RESCUE

Issaquah, Washington

is seeking an accomplished and visionary

## FIRE CHIEF



## EASTSIDE FIRE & RESCUE

In 1999, the consolidation of several agencies in Northeast King County created a new fire and emergency medical services agency known as **Eastside Fire & Rescue** (EF&R or Agency). The participating Partners joining the consolidation included *King County Fire Protection District 10, King County Fire District 38*, and the *Cities of Issaquah and North Bend*. The City of Sammamish joined the consolidation in January of 2000. Eastside Fire & Rescue functions through a seven-year, Interlocal Agreement with its participating Partners, recently renewed for the fourth time. The Agency receives its funding from the participating Partners for the purposes of providing fire and EMS services. The Agency does not have taxing authority of its own.

Partnerships are the foundation of Eastside Fire & Rescue. The Agency was founded on the general principle that, when it comes to economics, resources, and governance—its Partners work better together for their communities than apart.

The courage and vision of the Board of Directors, coupled with the talents and devotion of a dedicated career and volunteer workforce, have combined to place the Agency in a regional leadership role now and into the future.

Eastside Fire & Rescue currently provides fire suppression, prevention,

EASTSIDE FIRE & RESCUE, through partnerships, is committed to providing exceptional emergency and safety services for our community

and emergency services to a growing population base of 130,417 citizens, operating within a service area of approximately 190 square miles.

Eastside Fire & Rescue utilizes a combination of career and volunteer responders. The Agency is headquartered within a single administrative and maintenance facility located within the city of Issaquah. The Agency maintains a fleet of vehicles that include 15 fire engines, 4 water tenders, 2 ladder trucks, 4 Telesquirts, 17 aid cars, and 5 command vehicles. Other specialty units include an air unit, technical rescue vehicle/trailer, water rescue boat, and a mobile emergency operations communications van. The Agency has 14 stations, of which 9 are career and staffed 24/7 and 5 are volunteer; with an on-duty battalion chief.

The Agency operates through a 911 dispatch center and unified communications system managed by the North King County Regional Public Safety Communications Agency (NORCOM). Eastside Fire & Rescue proudly maintains a Class 4 rating within the State of Washington, conferred by the Washington Survey and Rating Bureau. Washington's rating system is generally considered to be more rigorous than the common Insurance Services Office, Inc. (ISO) rating currently used to assess the performance of fire departments throughout the country.





Eastside Fire & Rescue is a basic life support (BLS) provider also providing EMS transport. Paramedic services are provided through the King County ALS system (Medic One).

In 2014, the Agency responded to over 8,600 calls for service with more than 65% of those for medical emergencies. The geographic area served by the Agency encompasses urban, suburban, and rural settings that include residential, commercial, and industrial development in addition to rural farmland areas.

Importantly, high-profile corporations and family-related developments have located within the Agency's service area which includes businesses such as Microsoft, Costco, Nintendo, Genie Lift, SanMar, and numerous, sizable senior-housing complexes.

Eastside Fire & Rescue is governed by an eight-member policy-making Board of Directors whose members are appointed by each partner agency.

## THE PARTNERS

### **King County Fire Protection District 10**

King County Fire Protection District 10 was formed in 1941. The new District was the largest in the County at that time. After several annexations, and with the City of Carnation annexation in 1990, the District has grown to protect 110 square miles. King County Fire Protection District 10 is governed by a five-member Board of Commissioners.

The City of Carnation is located within District 10. Carnation was incorporated in 1912.



Carnation is a rural community and is approximately 1.1 square miles in size. Framed by the Cascade foothills and located where the Tolt and Snoqualmie Rivers meet, it is one of the most productive agricultural areas in King County. Carnation has a Council/Manager form of government.

### **King County Fire District 38**

King County Fire District 38 was formed in 1948, after the citizens petitioned to form a fire-protection district. District 38 serves an area of 24 square miles. Fire District 38 is governed by a three-member Board of Commissioners.

### City of Issaquah

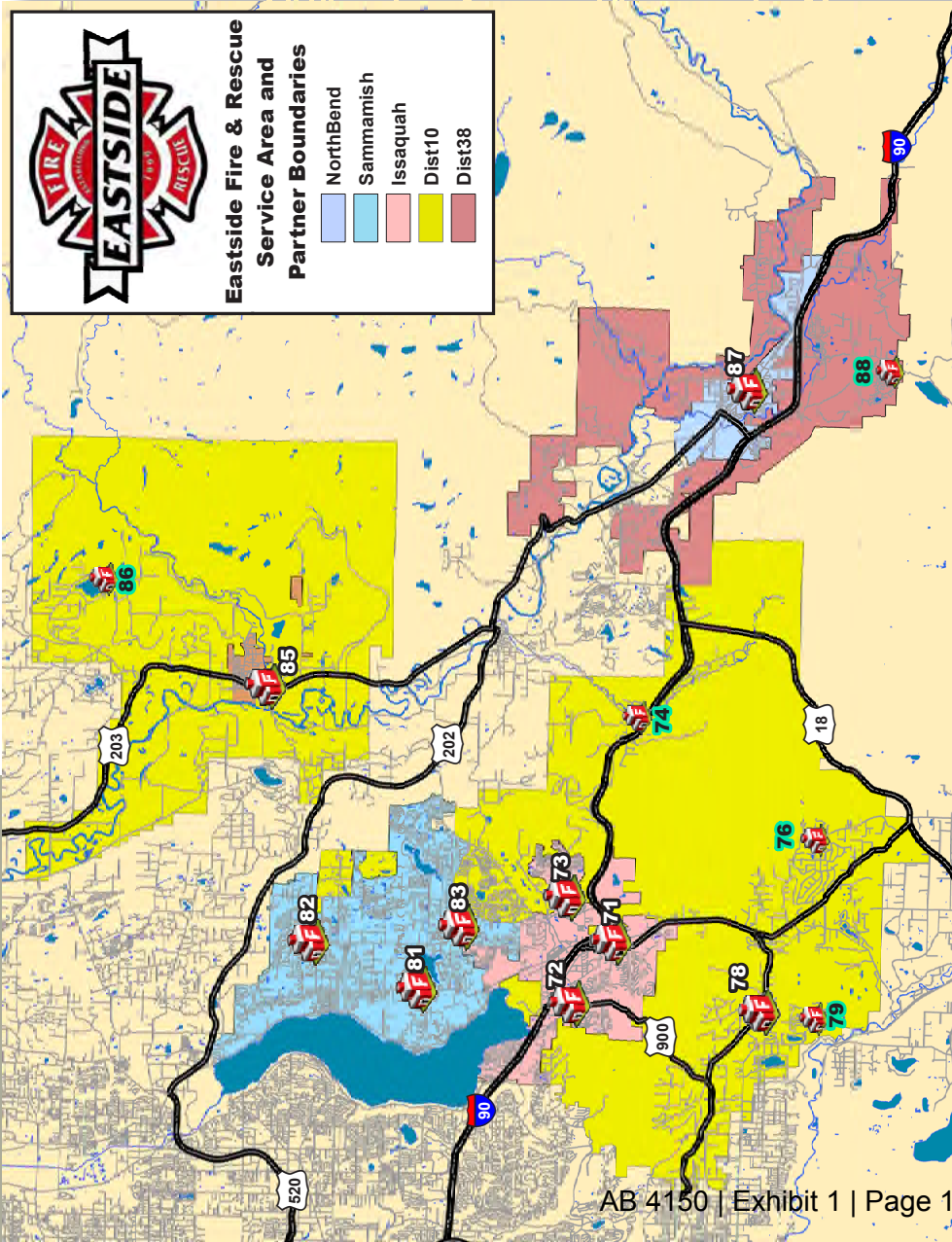
Incorporated in 1892, Issaquah lies at the south end of Lake Sammamish with the neighboring cities of Sammamish to the north, and Bellevue to the west. Seattle is 17 miles to the west. The City is surrounded on three sides by Tiger, Squak, and Cougar mountains (the Issaquah Alps), a major destination for outdoor enthusiasts; and boasts many cultural and historical activities in addition to distinctive shopping destinations and independent shops and restaurants. Issaquah counts SanMar, Microsoft, Siemens, and the global headquarters for Costco among its many corporate employers. It has a strong, elected Mayor form of government.

### City of North Bend

Incorporated in 1909, North Bend is located in the foothills of the Cascade Range 31 miles east of Seattle in the upper valley of the Snoqualmie River. The City's citizens enjoy dramatic natural beauty where Mt. Si overlooks the community. North Bend has a growing tourism economy centered around the Factory Outlet Shops and the Northwest Train Museum. Nintendo North Bend employs approximately 400 employees. It has an elected Mayor.

### City of Sammamish

Incorporated in 1999, Sammamish is cradled within the heart of the Puget Sound region with the Seattle skyline and Olympic Mountains to the west and the Cascades to the east. It has a blend of small-town atmosphere and suburban character. It lies on the eastern shore of Lake Sammamish, with the cities of Redmond to the north and Issaquah to the south. It has a Council/Manager form of government.





# THE POSITION

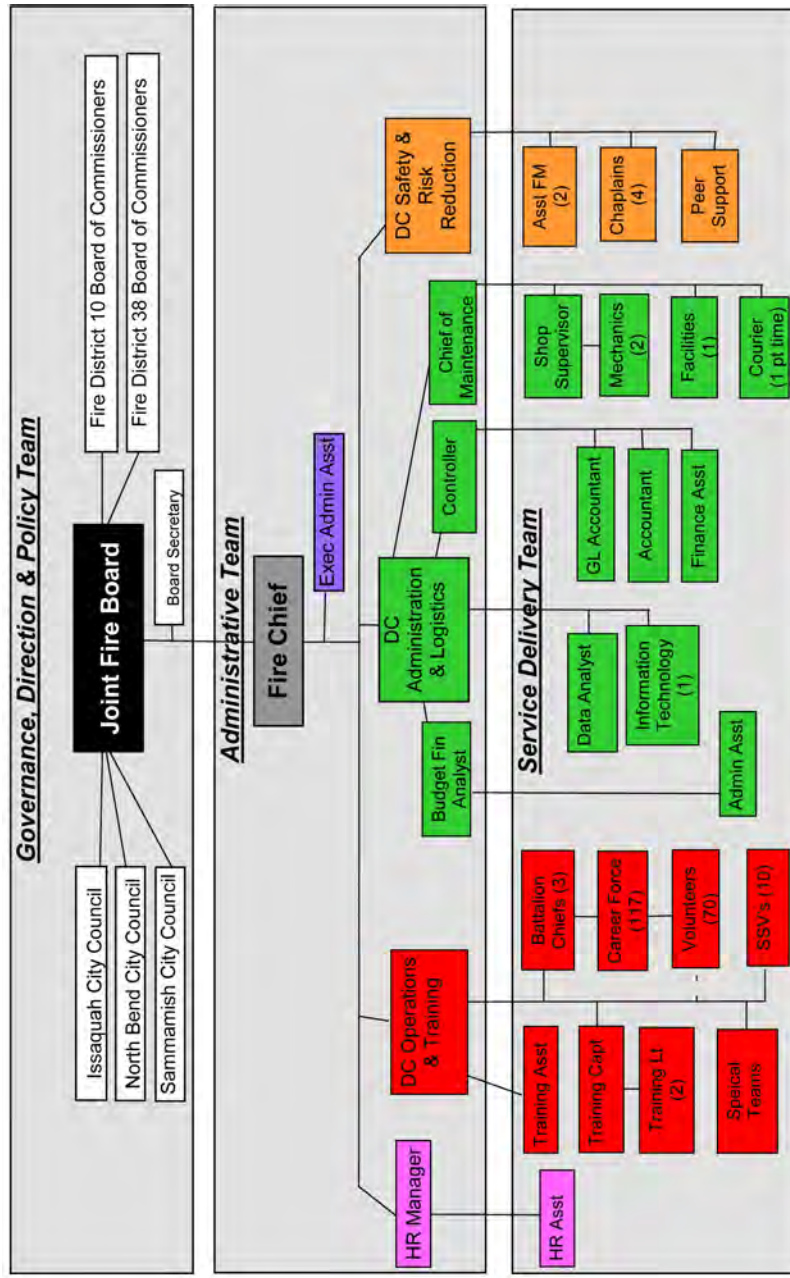
Following the retirement of its Fire Chief after sixteen years of distinguished service with Eastside Fire & Rescue, the Board of Directors seek an accomplished and visionary Fire Chief who can lead the Agency into the future.

The Fire Chief will administer a combined operating budget of \$24 million (fire suppression, prevention, and EMS) and provide leadership to 141 full-time employees (120 of which are uniformed personnel), and 101 volunteers. The Agency is in the process of converting from a modified Detroit schedule to a Four Platoon system.

The Fire Chief is responsible for managing the day-to-day operational activities of a large, complex, and decentralized Agency. The Chief must provide strong, effective leadership and management to a highly competent, dedicated workforce and maintain the high levels of fire and emergency medical services the Agency's participating Partners expect. With the retirement of several key administrative staff, the Board requires the skills of an experienced, self-confident leader who can quickly assess the organizational culture of the Agency and focus on the task of empowering, mentoring, and developing a high-performing team.

The Fire Chief should be a strong advocate for the organization in all settings and be able to develop effective relationships with other

# EASTSIDE FIRE & RESCUE



agencies, businesses, residents, and other jurisdictions. The Chief will play an important role in the development of a clear vision for the future of the organization, must be able to develop long-term, implementable strategies that are fiscally sustainable and effectively guide the Agency into the future.

## EDUCATION AND EXPERIENCE

Interested candidates qualify with a combination of education and experience that has prepared them to effectively lead Eastside Fire & Rescue as Chief Executive Officer now and into the future. A career path should include at least ten years of previous management-level experience in a similar sized department/agency or larger as an effective and innovative manager in a public safety fire/emergency services or similarly related entity or field. Experience must be demonstrated to be applicable to the duties of Fire Chief. A Bachelor's degree or above in public administration, business, fire sciences or fire administration, finance, or management is preferred, although an equal combination of relevant training, development programs, and career experience may be considered as a substitute for the degree. An Executive Fire Officer Certification from the National Fire Academy and/or Chief Fire Officer designation is desirable.

Candidates should be able to demonstrate contemporary knowledge of fire department/emergency services/combined agency operations and management, fiscal responsibility, public administration of local governments, and best practices in the management and provision of fire and emergency medical services.



## THE IDEAL FIRE CHIEF FOR EASTSIDE FIRE & RESCUE

Eastside Fire & Rescue is a unique, combined fire/emergency services Agency currently serving the needs of three municipal governments and two fire protection districts. The Chief's primary focus will be on continuing to provide an exceptional level of service to the Agency's 130,000 citizens while meeting the needs of the population as it grows. The Agency requires a respected emergency-services professional with demonstrated management and leadership ability who will bring a strong financial acumen and solid experience in budgeting and long-range financial planning.

The Fire Chief will understand how to balance operating Eastside Fire & Rescue efficiently while maintaining high levels of service to the communities it serves. The Chief will be able to draw upon his/her career experiences in leading strategic planning processes and will interact effectively with the Agency's



participating Partners to help develop a vision for the future of Eastside Fire & Rescue that is in concert with the goals of the Partners. This will require a Fire Chief with 21st century leadership skills that focus on motivation, involvement, and empowerment; will be someone who is collaborative, does not view information as power, and will be straightforward, open, and consistent in all dealings with Board members, staff, and the communities served by the Agency.

The Agency is well-involved in the community and in industry-related interest committees (prevention, risk reduction, EMS, etc.) in the County, State, and Nation. The ideal candidate will be expected to continue this engagement.

The ideal Fire Chief for Eastside Fire & Rescue will also be someone who:

- Serves as a model for integrity, honesty and work ethic in the Agency. Is open, candid and will work to engender the trust and confidence of the Board, Agency partners, and the Agency's career and volunteer workforce.
- Aspires to be a leader in the profession in the delivery of affordable, high quality fire/EMS services and views EF&R as the Agency that will provide him/her that opportunity.
- Has a track record of fiscal responsibility, experience with financial statements and budgets, and is a strong financial manager with the experience to understand the business side of the fire services not only in budgeting and cost recovery, but the true cost of providing services.

- Considers himself/herself a visionary who is able to develop long-range plans and implementation strategies to guide the Agency over the next 10 to 15 years. Knows how to put together ideas and frame issues in a way that will attract the focus of the Board.
- Is an experienced, self-confident executive who does not view differing ideas and opinions as personal criticism and can present and justify reports and recommendations to the Board.
- Is comfortable with the goal of leading one of the most respected and cost-efficient fire/EMS agencies in the region.
- Is a skilled communicator and active listener in a wide variety of settings from public meetings to interactions with stakeholders, volunteers and members of the workforce.
- Brings a history of productive working relationships with organized labor.
- Is familiar with negotiation processes such as interest-based and collective bargaining, recognizing that good labor relations are based upon maintaining an environment that values mutual trust and confidence.
- Must live within an acceptable range of the Agency.





# REASONS TO CONSIDER THE EASTSIDE FIRE & RESCUE FIRE CHIEF OPPORTUNITY

Favorable factors that candidates for the Fire Chief position may want to consider:

- ▶ The Chief's retirement presents an extraordinary opportunity for a seasoned, talented fire/emergency services leader to manage the delivery of fire/emergency services for two fire districts and three independent municipal governments located in one of Washington's most beautiful natural settings.
- ▶ Eastside Fire & Rescue has a dedicated, disciplined, and cohesive career and volunteer workforce who have the desire to see the new Chief succeed.



- ▶ The Agency has a highly successful labor-management relationship.
- ▶ The Agency has continually maintained a reputation as a leader in the region in operational performance and innovation.
- ▶ The organization receives exceptional support in the maintenance of its apparatus, equipment and infrastructure through the oversight of a highly competent Maintenance Division.
- ▶ The Fire Chief will play a key role in helping to define the future of Eastside Fire & Rescue and fostering the support of its participating partners.

- ▶ The Fire Chief will play a key role in designing and implementing an ongoing succession plan through evaluation, training, and recruitment to replace needed experience, specialized knowledge and institutional memory within the Agency, especially at the management and command staff levels.
- ▶ Eastside Fire & Rescue is one of the top performers in the region in turn-out times and enjoys high levels of support for the quality of services received by the communities they serve.
- ▶ The State of Washington does not have a state income tax.



# COMPENSATION AND BENEFITS

The position provides excellent benefits and a salary range of **\$154,000-\$180,000** annually, depending upon the experience and qualifications of the successful candidate.

- Health Benefits – Medical, Dental and Vision
- Health Reimbursement Arrangement (HRA)
- Retirement Benefits\*
  - Mandatory participation in the Washington State Department of Retirement Systems LEOFF Plan
  - Optional participation in the Section 457 Deferred Compensation Plan, allowing for tax-deferred savings and direction of investments into mutual fund investment options
- Leaves – generous paid vacation and sick leave provided; 11 paid holidays and one personal day annually
- Department vehicle provided
- Employee Fitness Facilities
- Employee Assistance Program (EAP)

\*Note: Eastside Fire & Rescue does not participate in Social Security, which means employees do not contribute to or earn Social Security credit while employed with the Agency. The mandatory Washington State retirement Plan (LEOFF) provides the required Social Security replacement for employees.



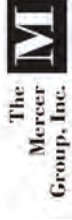
Any Social Security benefits earned at other places of employment may be reduced because they are subject to the Windfall Elimination Provision and the Government Pension Offset. For more detailed information, please go to: [www.ssa.gov/pubs/10045.html](http://www.ssa.gov/pubs/10045.html) for Windfall Elimination or [www.ssa.gov/pubs/10007.html](http://www.ssa.gov/pubs/10007.html) for Pension Offset



## TO APPLY

To be seriously considered, please electronically submit your cover letter explaining why you feel you are a good fit for this position, resume, salary history, and four professional references no later than **5 p.m. ( Pacific Standard Time) October 19, 2015** to:

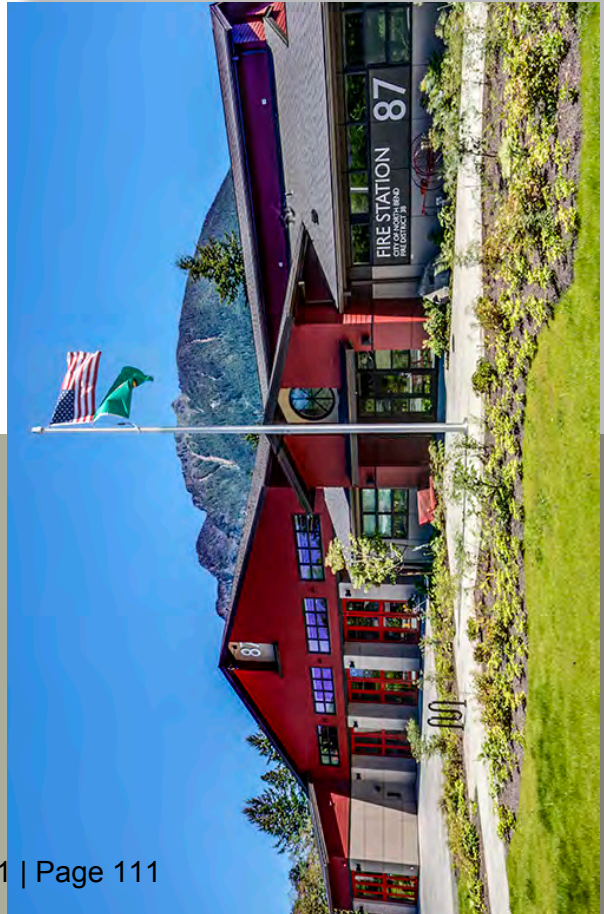
Clark Wurzberger  
The Mercer Group, Inc.  
Email: [cwurzberger@mercergroupinc.com](mailto:cwurzberger@mercergroupinc.com)  
Tel.: (530) 637-4559; Fax: (530) 637-1048



Electronic submissions are required. The resume deadline is **October 19, 2015** at 5:00 p.m. (Pacific Standard Time). Following the resume due date, applicants will be considered and screened in accordance with the criteria outlined in this brochure. Candidates with the most relevant qualifications will receive preliminary interviews with the consultant. The most qualified candidates will be referred to Agency officials for further consideration. Work history references will not be contacted until mutual interest with the Agency has been established. Eastside Fire & Rescue is an **Equal Opportunity Employer**. Women and Minority candidates are encouraged to apply.

## Tentative Recruitment Schedule

10/19/2015	CLOSING DATE FOR SUBMISSIONS
Week of October 19	Consultant's Review and Screening of Submissions
October 26 – November 9	Consultant Interviews and Completion of Supplemental Questionnaire by the More Qualified Candidates
Week of November 16	Screening of Recommended Semi-Finalist Candidates with Agency Officials
Week of November 30	Interviews of Finalist Candidates in Issaquah – Possible Selection of Fire Chief
Week of December 7	Consultant completes reference checks
February 1, 2016	Fire Chief Reports to Work



**Proposal  
to provide recruitment services  
for the City of Mercer Island's next  
City Manager**



*Presented by*

***P*ROTHMAN**

## STATEMENT OF QUALIFICATIONS

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### ABOUT PROTHMAN

Prothman Company is a Northwest based consulting firm that specializes in providing national and regional executive recruitment services to cities, counties, and other governmental agencies throughout the western United States. Founded and incorporated in Seattle in 2001, Prothman has quickly become an industry leader known and respected for outstanding customer service, quality candidate pools, and knowledge of local government.

### OUR EXPERTISE

**Recruitment Knowledge and Experience:** The Prothman team has conducted over 450 recruitments and interim placements. We have read and screened over 15,000 resumes, and we have personally interviewed over 5,000 semifinalist candidates. We know how to read between the lines, filter the fluff, and drill down to the qualities and experiences required to be a good manager.

**Firsthand Knowledge of Local Government:** Every Prothman team member has worked in local government. Our talented consultants have a cumulative 150 years in local government service, with expertise ranging from organization management, police and fire management, human resources, finance, public works and elected official public service.

### OUR PROVEN PROCESS

Clients and candidates continually tell us that we have the best process and client service in the industry. The tenure of our placements is among the best in the industry because we understand that "fit" is the most important part of the process; not just fit within the organization, but fit within the community, as well.

### OUR GUARANTEE

We are confident in our ability to recruit an experienced and qualified candidate who will be the perfect "fit" for your organization. Should the selected finalist leave the position or be terminated for cause within **two years** from the employment date, we will conduct a replacement search with no additional professional fee.

### CONTACT INFORMATION

Sonja Prothman: sonja@prothman.com, 206.605.0415 cell phone  
371 NE Gilman Blvd., Suite 350, Issaquah, WA 98027  
Submittal Date: January 8, 2016

## **Current Recruitments**

City of Woodland, WA - *City Administrator*  
City of Chehalis, WA - *City Manager*  
City of Vancouver, WA - *Asst. City Manager*  
City of West Linn, OR - *City Manager*  
Hood River County, OR - *County Administrator*  
City of Sheridan, WY - *City Administrator*  
Ben Franklin Transit, WA - *General Manager*  
Island Transit, WA - *Executive Director*  
City of Renton, WA - *HR Director*  
City of Lynnwood, WA - *HR Director*  
City of Vancouver, WA - *Deputy HR Director*  
City of Bellingham, WA - *City Engineer*  
Jefferson County, OR - *Health Director*  
City of Minot, ND - *Planning Director*  
Bonner County, ID - *Planning Director*  
City of Nampa, ID - *City Engineer*  
City of Burlington, WA - *Fire Chief*

## **2015-2010 Manager/Administrator Recruitments**

City of Puyallup, WA - *City Manager*  
City of Pasco, WA - *City Manager*  
City of Sultan, WA - *City Administrator*  
City of Stanwood, WA - *City Administrator*  
City of Issaquah, WA - *Deputy City Admin.*  
San Juan County, WA - *County Manager*  
City of Stevenson, WA - *City Administrator*  
City of Othello, WA - *City Administrator*  
City of Lynden, WA - *City Administrator*  
City of Lincoln City, OR - *City Manager*  
City of Minot, ND - *City Manager*  
City of Covington, WA - *City Manager*  
WACO, WA - *Executive Director*  
City of Gladstone, OR - *City Administrator*  
City of Scappoose, OR - *City Manager*  
City of Bandon, OR - *City Manager*  
City of Canby, OR - *City Administrator*  
City of McMinnville, OR - *City Manager*  
City of Hood River, OR - *City Manager*  
City of Hermiston, OR - *City Manager*  
Lane County, OR - *County Administrator*  
City of Duvall, WA - *City Administrator*  
City of Kenmore, WA - *City Manager*  
City of Lake Forest Park, WA - *City Admin.*  
City of Chelan, WA - *City Administrator*  
Snohomish County, WA - *Executive Director*  
City of Fife, WA - *City Manager*  
City of Bothell, WA - *Asst. City Manager*  
City of Lakewood, WA - *City Manager*  
Grays Harbor Transit, WA - *General Manager*  
City of Newcastle, WA - *City Manager*  
City of Waldport, OR - *City Manager*  
City of Lake Oswego, OR - *City Manager*  
Deschutes County, OR - *County Administrator*  
SW Clean Air Agency, WA - *Executive Director*  
City of Issaquah, WA - *City Administrator*  
City of Sunnyside, WA - *City Manager*  
eCityGov Alliance, WA - *Executive Director*  
Paine Field, WA - *Airport Director*  
Summit County, UT - *County Manager*  
City Belgrade, MT - *City Manager*  
City of Lebanon, OR - *City Manager*  
City of Polson, MT - *City Manager*  
Intercity Transit, WA - *General Manager*  
Snohomish Health District, WA - *Deputy Director*  
CAM-PLEX, Gillette, WY - *General Manager*  
City of Ontario, OR - *City Manager*  
Clatsop County, OR - *County Manager*  
City of Port Angeles, WA - *City Manager*  
City of Ridgefield, WA - *City Manager*  
MRSC, WA - *Executive Director*  
City of White Salmon, WA - *City Administrator*  
City of Lewiston, ID - *City Manager*  
City of Milwaukie, OR - *City Administrator*  
City of Lacey, WA - *City Manager*  
City of Riverton, WY - *City Administrator*  
City of Shoreline, WA - *City Manager*  
City of Gillette, WY - *City Administrator*  
City of Casper, WY - *City Manager*

## Past Recruitments & References

**City of Snoqualmie, WA** - Finance Director, Fire Chief, Community Development Dir.  
Contact - City Administrator, Bob Larson - 425.888.1555

**City of Bothell, WA** - Asst. City Manager, Police & Fire Chiefs, HR & PW Directors, Parks Dir.  
Contact - City Manager, Bob Stowe - 425.486.3256

**City of Vancouver, WA** - HR Director, Parks & Rec. Director, Budget Manager  
Contact - Deputy City Manager, Dave Mercier - 360.487.8610

**City of Pasco, WA** - City Manager, Finance Director  
Contact - City Manager, Dave Zabell - 509.834.9343

**City of Shoreline, WA** - City Attorney, Parks & Rec. Director, City Manager, Public Works Dir.  
Contact - HR Director, Paula Itaoka - 206.801.2241

## Availability, Communication & Schedule

One of our first tasks will be to coordinate and commit a schedule. Then, we protect your dates on a master schedule to assure we never miss a commitment. Our recruitments take approximately 12-15 weeks to complete, depending on the scope and direction from the client. You can expect approximately: 2-3 weeks for stakeholder interviews and profile development and approval, 6 weeks for recruitment, 2-3 weeks for screening and interviewing, and 2-3 weeks for coordinating final interviews.

### Sample Schedule

Date	Topic
<b>Weeks of January 18 &amp; 25, 2016</b>	<b>Work schedule, profile, and hold stakeholder interviews; Prothman travels to Mercer Island</b>
February 1, 2016	Send profile for review
February 15, 2016	Post profile and start advertising
March 27, 2016	Application Close Date
Weeks of March 28 & April 4, 2016	Prothman screens applications & interviews top 10 - 15 candidates
<b>Week of April 11, 2016</b>	<b>Work Session to review semifinalists and pick finalists; Prothman travels to Mercer Island</b>
<b>Week of May 2, 2016</b>	<b>Final Interview Process, usually includes evening reception and next day interviews; Prothman travels to Mercer Island</b>



## **PROJECT TEAM**

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### **GREG PROTHMAN - PROJECT LEAD**

As President of the Prothman Company, Greg offers a unique combination of 20+ years experience in various functions of government and 17 years of experience in public sector recruitment. Prior to forming the Prothman Company, Greg served as a police officer for the University of Washington and the City of Renton. He left police work after completing his Master of Public Administration degree and accepted an administrative position for the City of Des Moines, WA. He was quickly promoted to Assistant City Manager and then City Manager. After nine years in Des Moines, Greg left city management to become a partner in a local executive recruitment firm. A Seattle native, Greg completed his BA at Western Washington University and his Master of Public Administration degree from the University of Washington. Greg is a member of SMR (Seattle Mountain Rescue).

### **STEVE WORTHINGTON - PROJECT SUPPORT**

Steve is a senior consultant for Prothman and brings over 25 years of successful leadership in local government and is currently serving a 4-year term as a Council Member for the City of University Place, WA. Prior to retirement after 6 years as the City Manager for the City of Fife, WA, Steve served as Community Development Director for six years in Fife and for nine years for the City of Cheney, WA. Steve was also an economic development specialist for the Spokane WA Economic Development Council and member of the Association of Washington Cities Legislative Task Force and an Economic Development Board Tacoma/Pierce County Trustee. Steve has a Bachelor of Arts degree in Speech Communications from the University of Washington, and a Master of Public Administration degree from Eastern Washington University.

### **SONJA PROTHMAN - PROJECT SUPPORT**

As Vice-President of the Prothman Company, Sonja assists with recruitments and organizational assessments, and she manages the support staff and the "business" side of Prothman. Sonja is a former councilmember for the City of Normandy Park and brings to Prothman the "elected official" side of city government—an invaluable perspective for understanding our clients' needs. Sonja also brings private sector expertise having worked with the Boeing Company where she was on the start-up team as lead negotiator for schedules and deliverables for the first 777 composite empennage. A Seattle native, Sonja earned a bachelor's degree in Communications from the University of Washington.

### **BARRY GASKINS - PROJECT SUPPORT**

Barry Gaskins is responsible for candidate management. His attention to detail and understanding of timeliness to the customer and candidates is remarkable. Barry works with the lead consultant in following through with scheduling interviews, arranging candidate travel, managing candidate application packets, and assembly of candidate information to give to the client. Barry came to us from the Bill & Melinda Gates Foundation where he served as a Program Assistant for four years in the US Library Program. Barry earned his bachelor's degree from California State University in Los Angeles.

## Recruitment Strategy

Every recruitment we conduct is a national search. We have an aggressive national advertising campaign and we have the ability to mail the job announcement to every city, county, district, etc., in the US. Screening for "fit" is one of the most important elements in a recruitment. What sets us apart from our competition is that we know this region... our office is in Washington and we specialize in the western states. The length of tenure of our placed candidates is the highest in the industry because we understand the qualities required for candidates to fit within our unique communities, cultures and weather!

We have conducted hundreds of successful executive searches and refined our process along the way. We provide the process, but you call the shots... whether you want weekly updates or monthly updates, more meetings or less meetings... we tailor every recruitment to meet your needs. We will partner with you and find you a highly qualified candidate who is the perfect "fit" for your organization, guaranteed!

## Recruitment Process

### **Project Review**

The first step will be to review the following topics:

- ◆ Review the scope of work and project schedule
- ◆ Identify the geographic scope of the search (local, regional or national)
- ◆ Review the compensation package and decide if a salary survey is needed
- ◆ Identify key stakeholders

### **Information Gathering and Research** *(Soliciting Input)*

**We will travel to Mercer Island and spend as much time as it takes to learn everything we can about your organization.** Our goal is to thoroughly understand the values and culture of the City of Mercer Island, as well as the preferred qualifications you desire in your next City Manager. We will:

- ◆ Meet with the City Council
- ◆ Meet with Department Directors
- ◆ Meet with staff and other stakeholders as directed
- ◆ Review all documents related to the position

### **Position Profile Development** *(Identifying the Ideal Candidate)*

We will develop a profile of your ideal candidate. Once the Position Profile is written and approved, it will serve as the foundation for our determination of a candidate's "fit" within the organization and community. Profiles include the following:

- ◆ **A description of the ideal candidate's qualifications**
  - Years of related experience and education required
  - Ideal personality traits and work habits
- ◆ **Organization-specific information**
  - Description of the organization, position and key responsibilities
  - Priorities and challenges facing the organization
- ◆ **Community-specific information**
  - Overview of the region
  - Description of the environment and quality of life details
- ◆ **Compensation package details**
- ◆ **Information on how to apply**

## Recruitment and Advertising Strategy (*Locating Qualified Candidates*)

We recognize that often the best candidates are not actively looking for a new position--*this is the person we want to reach and recruit*. We have an aggressive recruitment strategy which involves the following:

- ◆ **Print and Internet-based Ads** placed nationally in professional publications, journals and on related websites.
- ◆ **Direct Mail Recruitment Brochures** sent directly to hundreds of highly qualified city/county management professionals who are not actively searching for a new position.
- ◆ **Direct Contact Calls** placed directly to city/county management professionals we know will be a good fit for this position.
- ◆ **Posting the Position Profile on the Prothman Website**, which receives thousands of hits per month.

## Candidate Screening (*Narrowing the Field*)

Once the application deadline has passed, we will conduct an extensive candidate review designed to gather detailed information on the leading candidates. The screening process has 4 key steps:

- 1) **Application Review:** We will screen the candidates for qualifications based on the resumes, applications, and supplemental questions (to determine a candidate's writing skills, analytical abilities and communication style). After the initial screening, we take the yes's and maybe's and complete a second screening where we take a much deeper look into the training, work history and qualifications of each candidate.
- 2) **Personal Interviews:** We will conduct in-depth videoconference or in-person interviews with the top 8 to 15 candidates. During the interviews, we ask the technical questions to gauge their competency, and just as importantly, we design our interviews to measure the candidate's fit within your organization.
- 3) **Internet Publication Background Search:** We conduct an internet publication search on all semifinalist candidates prior to their interviews.
- 4) **Work Session:** We will prepare a detailed summary report and send you binders which include each candidate's application materials and the results of the personal interviews and publication search. **We will travel to Mercer Island** and advise you of the candidates meeting the qualifications, our knowledge of them, and their strengths and weaknesses relative to fit within your organization. We will give you our recommendations and then work with you to identify the top 4 to 6 candidates to invite to the final interviews. We will discuss the planning and design of the final interview process during this meeting.

## Final Interview Process (*Selecting the Right Candidate*)

The design of the final interviews is an integral component towards making sure that all stakeholders have the opportunity to learn as much as possible about each candidate.

- ◆ **Elements of the design process include:**
  - **Deciding on the Structure of the Interviews**  
We will tailor the interview process to fit your needs. It may involve using various interview panels (which can include community stakeholders), a public evening reception or one-on-one interviews with the decision makers.
  - **Deciding on Candidate Travel Expenses**  
We will help you identify which expenses your organization wishes to cover.
  - **Identifying Interview Panel Participants & Panel Facilitators**  
We will work with you to identify the participants of different interview panels to ensure that all stakeholders identified have been represented.

- ◆ **Public Reception**

We recommend that you have a public reception the evening before the interviews so that the City Council, staff and community members have a chance to meet the finalist candidates in an informal setting. We will facilitate the reception.

- ◆ **Background Checks**

Prior to the final interviews, we will conduct a background check on each of the finalist candidates. Background checks include the following:

- **References**

We conduct 4-5 reference checks on each candidate. We ask each candidate to provide names of their supervisors, subordinates and peers for the last several years.

- **Education Verification, Criminal History, Driving Record and Sex Offender Check**

We contract with Sterling for all driving record, education verification, criminal history, and sex offender checks.

- ◆ **Candidate Travel Coordination**

For those candidates who will be traveling to the final interviews, we work with the candidates to organize the most cost effective travel arrangements.

- ◆ **Final Interview Binders**

We will provide Final Interview Binders. They are the tool that keeps the final interview process organized and ensures that all interviewers are “on the same page” when it comes to evaluating each candidate.

- ◆ **Final Interviews with Candidates**

**We will travel to Mercer Island and facilitate the interviews.** The interview process usually begins with a morning briefing where schedule and process will be discussed with all those involved in the interviews. Each candidate will then go through a series of one hour interview sessions, with an hour break for lunch.

- ◆ **Panelists & Decision Makers Debrief:** After the interviews are complete, we will facilitate a debrief with all panel participants where the panel facilitators will report their panel's view of the strengths and weaknesses of each candidate interviewed. The decision makers will also have an opportunity to ask panelists questions.

- ◆ **Candidate Evaluation Session:** After the debrief we will facilitate the evaluation process, help the decision makers come to consensus, discuss next steps, and organize any additional candidate referencing or research if needed.

- ◆ **Facilitate Employment Agreement:** Once the top candidate has been selected, we will offer any assistance needed in developing a letter of offer and negotiating terms of the employment agreement.

## Warranty

- ◆ **Repeat the Recruitment:** Should a top candidate not be chosen, we will repeat the recruitment with no additional professional fee, the only cost to you are the expenses.

## **FEE, EXPENSES & GUARANTEE**

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### **Professional Fee**

**The fee for conducting a city manager recruitment with a two-year guarantee is \$21,500, plus expenses.** The professional fee covers all Prothman consultant and staff time required to conduct the recruitment. This includes all correspondence and on-site meetings with the client, writing and placing the recruitment ads, development of the candidate profile, creating and sending invitation letters, reviewing resumes, coordinating and conducting semifinalist interviews, coordinating and attending finalist interviews, coordinating candidate travel, professional reference checks on the finalist candidates and all other search related tasks required to successfully complete the recruitment.

### **Expenses**

Expenses vary depending on the design of the recruitment. We work diligently to keep expenses at a minimum and keep records of all expenditures. The City of Mercer Island will be responsible for reimbursing expenses Prothman incurs on your behalf. Expense items include but are not limited to:

- Newspaper, trade journal, websites and other advertising (approx. \$1,200 - 1,600)
- Direct mail announcements (approx. \$1,300 - 1,600)
- Final Interview Binders & printing of materials (approx. \$400 - 600)
- Delivery expenses for Interview Binders (approx. \$50 - 150)
- Consultant travel: NO CHARGE
- Background checks performed by Sterling (approx. \$175 per candidate)
- Any client-required licenses, fees or taxes
  
- Candidate travel: We cannot approximate candidate travel expenses because they vary depending on the number of candidates, how far the candidates travel, length of stay, if spouses are included, etc. If you wish, we will coordinate and forward to your organization the candidates' travel receipts for direct reimbursement to the candidates.

A 3% charge will be added to all expenses which reflect our City of Issaquah and State B&O tax obligations on every dollar we invoice for. Professional fees are billed in three equal installments throughout the recruitment. Expenses are billed monthly.

### **Guarantee**

Our record of success in placing highly qualified candidates provides that Prothman will guarantee that if the selected finalist is terminated or resigns within **two years** from the employment date, we will conduct a replacement search with no additional professional fee, your only cost would be the expenses; on the conditions that Prothman has conducted a full recruitment process and the position has been recruited at market rate salary.

### **Cancellation**

You have the right to cancel the search at any time. Your only obligation would be the fees and expenses incurred prior to cancellation.

## CLIENT LIST

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**City of Aberdeen, WA**  
Public Works Director

**Association of Washington  
Cities (AWC)**  
Chief Executive Officer

**City of Arlington, WA**  
Community Development Director (2)  
City Administrator  
Fire Chief (2)  
Finance Director (2)  
Utilities Manager  
Public Works Director  
Building Official  
Police Chief

**City of Auburn, WA**  
Planning, Building & Community Dir.

**City of Bainbridge Island, WA**  
City Administrator (2)  
Finance Director  
Community Development Dir.  
City Attorney  
Deputy Finance Director  
Project Manager  
Engineer

**City of Bandon, OR**  
City Manager

**Basin Disposal, Inc. (WA)**  
Chief Financial Officer

**City of Battle Ground, WA**  
Deputy City Manager  
Public Works Director  
Finance Director  
Police Chief

**City of Beaverton, OR**  
Human Resources Director

**City of Belgrade, MT**  
City Manager

**City of Bellevue, WA**  
Utilities Deputy Director  
Senior Planners

**City of Bend, OR**  
Police Chief

**Benton County Emergency Svcs.,  
WA**  
Director of Emergency Services  
Emergency Management Manager  
Communications Manager

**Benton County Fire District  
#4, WA**  
Fire Chief (2)

**City of Billings, MT**  
City Engineer  
Engineering Division Manager

**City of Blaine, WA**  
Public Works Director  
Finance Director

**Blaine County, ID**  
County Administrator (2)

**City of Boardman, OR**  
Police Chief

**City of Bonney Lake, WA**  
Public Works Director

**City of Bothell, WA**  
Public Works Director (2)  
Fire Chief (2)  
Human Resources Director (2)  
Deputy City Manager  
City Attorney  
Police Chief  
Assistant City Manager  
Parks & Recreation Director  
Community Development Director

**City of Bozeman, MT**  
Chief Building Official  
Human Resources Director  
Parks & Recreation Director  
Public Works Director  
Community Development Director

**City of Bremerton, WA**  
Public Works Director  
Police Chief

**Brigham City, UT**  
Police Chief

**Camano Island Fire & Rescue, WA**  
Fire Chief

**Campbell County Fire Department, WY**  
Fire Chief

**CAM-PLEX Multi-Event Facilities  
(WY)**  
General Manager

**City of Canby, OR**  
Police Chief  
City Administrator

**Canby Fire District 62, OR**  
Fire Chief

**City of Carnation, WA**  
City Manager (2)  
Public Works Director

**City of Casper, WY**  
City Manager

**Central Valley Fire District, MT**  
Fire Chief  
Fire Marshal

**Central Whidbey Island Fire &  
Rescue, WA**  
Fire Chief

**City of Centralia, WA**  
Community Development Director  
Economic Development Director

**City of Chehalis, WA**  
City Manager  
Police Chief  
Finance Manager

**City of Chelan, WA**  
City Administrator (2)

**Chelan County, WA**  
Community Development Dir.  
Regional Justice Center Director  
RJC Deputy Director

**Chelan County Public Utility  
District (WA)**  
Managing Director - HR, Labor &  
Safety

**Clackamas Community  
College, OR**  
Director of Campus Safety

**Clackamas County, OR**  
County Administrator

**Clackamas River Water Dist.,  
OR**  
General Manager

**Clatsop County, OR**  
County Manager (2)  
Community Corrections Director  
Building Official  
Development Services Manager

**Clatsop County Sheriff's  
Office, OR**  
Jail Commander



**City of College Place, WA**  
Environmental Services Director

**City of Colorado Springs, CO**  
Assistant City Manager

**City of Connell, WA**  
City Administrator

**City of Covington, WA**  
City Manager

**Covington Water District, WA**  
Utilities Director  
District Engineer  
Water Resources Manager  
Assistant Water Resources Manager  
Project Engineer  
Business Manager  
Controller

**Cowlitz County, WA**  
Building & Planning Director  
Engineer 3

**Cowlitz Sewer Operating Board, WA**  
Superintendent

**Cowlitz-Wahkiakum Council of Governments, WA**  
Executive Director

**City of Damascus, OR**  
Community Development Dir.  
City Manager

**Deschutes County, OR**  
County Administrator

**City of DuPont, WA**  
City Administrator  
Planning Director  
Finance Director  
Public Works Director

**City of Duvall, WA**  
Planning Director  
Accountant  
City Administrator  
Finance Director

**East Jefferson Fire Rescue, WA**  
Fire Chief

**East Multnomah Soil & Water Conservation District (OR)**  
Executive Director

**East Olympia Fire District #6, WA**  
Fire Chief

**East Pierce Fire & Rescue (WA)**  
Fire Chief

**Eastside Baby Corner (WA)**  
Executive Director

**eCityGov Alliance (WA)**  
Executive Director

**City of Edgewood, WA**  
City Manager (2)  
Public Works Director  
Engineer  
Senior Planner

**City of Enumclaw, WA**  
Finance Director  
Fire Chief

**City of Ephrata, WA**  
Police Chief

**City of Federal Way, WA**  
Finance Director  
Community Development Director

**City of Ferndale, WA**  
Police Chief  
Public Works Director (2)

**City of Fife, WA**  
City Clerk  
Community Development Director  
City Manager

**City of Fircrest, WA**  
City Manager  
Finance Director

**Franklin County, WA**  
County Administrator

**City of Gillette, WY**  
Public Works Director  
Community Development Director  
City Administrator

**City of Gladstone, OR**  
City Administrator

**Grays Harbor Transit (WA)**  
General Manager

**City of Great Falls, MT**  
City Attorney

**City of Green River, WY**  
Community Development Director

**Gunnison County, CO**  
County Manager  
Community Development Director  
Airport Manager  
Human Resources Director  
Health & Human Services Director  
IT Director  
Deputy County Attorney

**City of Hailey, ID**  
City Administrator

**City of Hermiston, OR**  
City Manager

**City of Hood River, OR**  
City Manager

**Intercity Transit, WA**  
General Manager

**Issaquah Food & Clothing Bank, WA**  
Executive Director

**City of Issaquah, WA**  
Police Chief  
City Administrator  
Deputy City Administrator (2)  
Deputy Finance Director

**Jackson County, OR**  
HR/Risk Management Director

**JEFFCOM 9-1-1, WA**  
Director

**Jefferson County, WA**  
County Administrator

**City of Kalama, WA**  
Police Chief

**City of Kelso, WA**  
Public Works Director  
Community Development Dir.  
City Manager

**City of Kemmerer, WY**  
Public Works Director

**City of Kenmore, WA**  
City Manager (2)  
Finance Director  
City Engineer (2)  
Community Development Director

**City of Kennewick, WA**  
Planning Director

**City of Kent, WA**  
Professional Land Surveyor  
Finance Director  
Information Tech. Director



**City of Ketchum, ID**  
City Administrator

**Ketchum Community  
Development Corporation, ID**  
Executive Director

**King County Housing  
Authority, WA**  
Finance Director

**King County Sheriff's Office,  
WA**  
Chief Financial Officer

**City of Kirkland, WA**  
Water Division Manager  
Public Works Director  
Director of Fire & Building Services

**Kootenai County Fire & Rescue, ID**  
Fire Chief

**City of La Center, WA**  
Police Chief

**City of Lacey, WA**  
City Manager

**Lacey Fire District 3, WA**  
Fire Chief

**City of Lake Forest Park, WA**  
City Administrator (3)

**City of Lake Oswego, OR**  
City Manager  
Water Treatment Plant Manager

**Lake Stevens Fire (WA)**  
Fire Chief

**City of Lakewood, WA**  
City Manager  
Assistant City Manager

**Lane County, OR**  
County Administrator

**City of Leavenworth, WA**  
City Administrator (2)  
Public Works Director  
Finance Director/City Clerk

**City of Lebanon, OR**  
City Manager

**Lewis County, WA**  
Public Works Director/  
County Engineer  
Director of Public Health &  
Social Services  
Community Development Director

**City of Lewiston, ID**  
City Manager

**City of Lincoln City, OR**  
Finance Director  
City Manager  
Human Resources Director

**City of Littleton, CO**  
Finance Director

**City of Long Beach, WA**  
Community Development Director

**City of Longview, WA**  
City Manager

**Los Alamos County, NM**  
County Administrator

**LOTT Clean Water Alliance, WA**  
Finance Manager

**City of Louisville, CO**  
City Manager

**City of Lynden, WA**  
Public Works Director (2)  
City Administrator

**City of Lynnwood, WA**  
Public Works Director  
Assistant Fire Chief  
Finance Director

**Manchester Water District, WA**  
General Manager

**City of Marysville, WA**  
Police Chief  
Public Works Director  
Engineering Services Manager  
Streets/Surface Water Manager  
Community Development Director

**Marysville Fire District, WA**  
Fire Chief

**Mason County, WA**  
Public Works Director

**City of McMinnville, OR**  
City Manager

**City of Medford, OR**  
Planning Director

**City of Medina, WA**  
Public Works Director

**Metro Parks Tacoma, WA**  
Director of Planning & Development

**City of Mill Creek, WA**  
City Manager

**City of Milwaukie, OR**  
City Manager

**City of Minot, ND**  
City Manager

**City of Moscow, ID**  
Asst. Community Development Dir.

**City of Moses Lake, WA**  
City Manager

**City of Mountlake Terrace, WA**  
City Manager  
Police Chief

**City of Mukilteo, WA**  
City Administrator  
Finance Director  
Management Services Director

**Multnomah County, OR**  
Human Resources Manager (2)

**Municipal Research & Services  
Center of Washington - MRSC**  
Executive Director

**MuniFinancial, WA**  
Senior Financial Analyst  
Financial Analyst 1

**City of Newcastle, WA**  
City Manager  
Public Works Director (2)

**City of Normandy Park, WA**  
Deputy City Manager/Finance Dir.  
Planning Director  
City Manager

**North Beach Public  
Development Authority, WA**  
General Manager

**City of Oak Harbor, WA**  
City Attorney

**City of Olympia, WA**  
Public Works Finance Manager

**City of Ontario, OR**  
City Manager (2)

**City of Othello, WA**  
City Administrator  
Police Chief  
Community Development Director

**Park City, UT**  
Community Development Director

**City of Pasco, WA**  
City Manager  
Finance Director

**Pend Oreille County, WA**  
Public Works Director

**City of Polson, MT**  
City Manager

**City of Port Angeles, WA**  
Police Chief  
City Manager  
Finance Director  
Public Works Director

**City of Port Townsend, WA**  
Development Services Director  
Finance Director

**City of Post Falls, ID**  
City Administrator  
Community Development Director

**City of Poulsbo, WA**  
Chief of Police (2)

**City of Prosser, WA**  
City Administrator (2)  
Finance Director (2)  
City Clerk

**City of Puyallup, WA**  
Assistant City Manager  
Human Resources Director  
City Manager (2)

**City of Red Lodge, MT**  
Police Chief  
Community Development Director

**City of Richland, WA**  
Transportation Engineer  
Public Works Director  
Parks Superintendent

**Richmond (VA) Redevelopment & Housing Authority - RRHA**  
Sr. VP - Property Management & Assisted Housing

**City of Ridgefield, WA**  
City Manager

**City of Riverton, WY**  
City Administrator

**City of Salem, OR**  
Human Resources Director

**City of Sammamish, WA**  
Transportation Program Engineer  
Senior Project Engineers (3)  
Project Engineer  
Parks Project Manager

**San Juan County, WA**  
Public Works Director  
County Manager

**City of Sandy, OR**  
Police Chief

**City of Scappoose, OR**  
City Manager

**City of Seattle, WA**  
Fire Chief  
Labor Standards Division Dir.  
Dir. of Administration - HR

**Port of Seattle, WA**  
Fire Chief

**City of Sequim, WA**  
Public Works Director  
Human Resources Director

**City of Shelton, WA**  
City Administrator  
Community Development Director  
Management Assistant  
Public Works Director (2)  
Police Chief

**City of Sheridan, WY**  
Finance & Administrative Svcs. Dir.

**City of Shoreline, WA**  
Deputy City Manager  
City Engineer (2)  
Planning Director  
Public Works Director (2)  
City Manager  
City Attorney  
Parks, Rec. & Cultural Svcs. Dir.  
Administrative Services Director

**City & Borough of Sitka, AK**  
Deputy Finance Director

**Skagit County, WA**  
Public Works Director  
Assistant County Engineer  
Youth & Family Services Admin.

**City of Snohomish, WA**  
City Engineer  
Public Works Utilities Manager  
Finance Director

**Snohomish County, WA**  
Executive Director  
Human Services Director

**Paine Field - Snohomish County Airport (WA)**  
Airport Director

**Snohomish County Emergency Radio System, WA**  
Radio System Manager (2)

**Snohomish Health District, WA**  
Deputy Director

**SNOPAC 9-1-1, WA**  
Executive Director

**City of Snoqualmie, WA**  
Fire Chief  
Community Development Director  
Chief Financial Officer

**Southwest Clean Air Agency, WA**  
Executive Director

**Southwest Washington Regional Transportation Council**  
Executive Director

**City of Spokane Valley, WA**  
City Manager  
Deputy City Manager (2)  
Finance Director (2)  
Public Works Director (2)  
Community Development Dir. (2)  
Building Official (2)  
Parks & Recreation Director (2)  
City Clerk  
Assistant City Clerk  
City Attorney (2)

**Spokane Valley Fire Department, WA**  
Fire Chief

**City of Stanwood, WA**  
Finance Director (2)  
City Administrator

**City of Stevenson, WA**  
City Administrator

**City of Sultan, WA**  
City Administrator (2)

**Summit County, UT**  
County Manager

**City of Sun Valley, ID**  
City Administrator

**City of Sunnyside, WA**  
Finance/Admin. Svcs. Director  
City Manager

**City of Tacoma, WA**  
Public Works Director  
Finance Director  
Labor Negotiator

**City of Thorne Bay, AK**  
City Administrator

**Thurston County, WA**  
Human Resources Director  
Assistant CAO

**Tulalip Tribes, WA**  
Police Chief

**Twin Transit, WA**  
General Manager

**City of Vancouver, WA**  
Budget & Planning Manager  
Human Resources Director  
Parks & Recreation Director  
City Attorney

**Vashon Island Fire & Rescue, WA**  
Fire Chief  
Assistant Fire Chief

**City of Waldport, OR**  
City Manager

**City of Walla Walla, WA**  
City Manager  
Public Works Director  
Finance Manager

**City of Warrenton, OR**  
Public Works Director

**Washington Association of  
County Officials**  
Executive Director

**Washington School  
Information Processing  
Cooperative (WSIPC)**  
Executive Director

**Town of West Yellowstone, MT**  
Operations Manager

**Whatcom Transportation  
Authority, WA**  
General Manager  
Finance Director

**City of Whitefish, MT**  
City Manager

**City of White Salmon, WA**  
City Administrator/  
Public Works Director  
Public Works Operations Manager

**City of Wood Village, OR**  
City Administrator

**City of Woodburn, OR**  
City Administrator  
Community Development Director  
Human Resources Director  
Finance Director  
Police Chief  
Economic Development Director

**City of Woodinville, WA**  
City Manager  
Development Services Director

**City of Woodland, WA**  
Fire Chief

**City & Borough of Wrangell,  
AK**  
Borough Manager

**Town of Yarrow Point, WA**  
Town Clerk

## EXAMPLE OF POSITION PROFILE



WASHINGTON

# CITY MANAGER

**\$135,000 - \$168,000**

*Plus Excellent Benefits*

Apply by  
**November 15, 2015**  
*(open until filled)*

**PROTHMAN**





## WHY APPLY?



Located between Seattle and Bellevue, Woodinville is a convenient home-base to roughly 11,500 residents and is home to some of Washington's top wineries and premier retail shopping areas.

With easy access to local highways, Woodinville lets residents enjoy the advantages and convenience of being near several major metropolitan centers while maintaining the livability of all that is great about small town life.

This is an excellent opportunity for an experienced public sector management professional looking to make a difference in an active and growing community. If you are looking for a challenging and rewarding career opportunity and love the great outdoors, this is the right position for you!

## THE COMMUNITY

Located in the heart of the Sammamish River Valley, the area was named for Ira and Susan Woodin, early settlers who arrived in Woodinville in 1871. Like other nearby towns, Woodinville began as a logging community, became a farming center, and then developed into a suburb of Seattle after World War II.



Today, Woodinville flourishes with roughly 1,200 retail centers, restaurants and business services. The city's tourist district draws more than half a million visitors annually to its 21 major wineries, including Chateau Ste. Michelle Winery and Columbia Winery, the Redhook Brewery, and Willows Lodge & The Herbfarm Restaurant.

Woodinville's eleven public parks, multipurpose sports field, variety of paved and unpaved walking and biking trails, and local rivers allow for residents of all ages to enjoy a variety of recreational opportunities, including picnicking, recreational sports, horseback riding, golf, bocce ball, fishing, and kayaking.



Other local attractions include Chateau Ste. Michelle's summer concert series, which has hosted live performances for some of the best artists in jazz, rock, blues and contemporary music including James Taylor, The Beach Boys, Stevie Wonder, John Legend, and Sarah McLachlan, along with a variety of local farms and markets that provide locally grown produce and products.

## THE CITY

Incorporated in 1993, Woodinville employs a Council-Manager form of government. The City directly employs 34 FTEs and uses contracts to provide various municipal services. Police services are provided through a contract with the King County Sheriff's Office. Emergency medical and fire services are provided through the independent Woodinville Fire & Life Safety District; and sewer and water service are provided by the independent Woodinville Water District.

The City uses a 2-year Budget that totals about \$46 million, with about \$22 million for operations, \$23 million for capital projects, and \$1 million for debt repayment. The City Manager is responsible for general administrative oversight of the city government consistent with City Council policy and directives. The City Manager also oversees the budget adopted by the City Council and all personnel matters.

Woodinville consists of 5 city departments: Administrative Services, Development Services, Police, Executive, and Public Works and Parks. Human resources, City Clerk, and city communications are all functions of the Executive Department, headed by the City Manager.



## THE POSITION

Working under the direction and authority of the City Council, Woodinville's City Manager serves as the City's Chief Executive Officer to plan, organize, direct and/or perform the development, management and administration of City-wide budget, policies, procedures, regulations, ordinances and programs, including long-range planning. The City Manager directs the work activities of employees and contractors directly or through designated supervisors, makes recommendations on all items that come before the City Council, coordinates activities with applicable Council Committees, citizen groups, intergovernmental agencies, and other organizations, appoints and removes all department heads, officers and employees of the City except where provided otherwise by law, and serves as City representative to various municipal and community organizations.

Dick Zais, who retired from the City of Yakima, Washington, after serving 33 years as City Manager, is serving as Interim City Manager. He will not be a candidate for the permanent position.

### Other responsibilities include:

- Responsible for the efficient and effective management of the business affairs of the organization and public services provided by the City directly or by contracted services.
- Direct or develop and present recommendations to the City Council on issues coming before them and provide information to the Council that is necessary to the carrying out of the Council's legislative role.
- Responsible to ensure the financial integrity of the City and to develop, implement and manage the City budget after Council adoption.
- Responsible for the management and appointment or removal of the City's work force by planning and providing for sufficient staffing levels, equipment, facilities, motivation, training, discipline, compensation and development opportunities within Council adopted budget appropriations to effectively carry out City services.
- Review all items that come before the City Council and make recommendations on pertinent items to assure the effectiveness of City services, coordination of all functions of City government and determine procedures to comply with applicable laws.
- As defined by Council, maintain active participation in local and regional multi city/county groups whose activities influence the direction of the City and its operations.
- Develop and/or oversee development and implementation of City-wide policies, regulations and procedures as directed by the City Council; analyze impact of actions on budget, staffing levels and legalities.
- Manage and administer the City's human resource management program. Provide direction to Department Heads regarding personnel actions, consistent with established policies, and practices. Develop policies and procedures related to personnel functions.
- Plan, organize, direct and control the work schedules of City employees directly or through designated Department Heads and supervisors.
- As appropriate and required, represent the City on committees and at hearings. Attend Council meetings and any other meetings, as designated.
- Perform or direct investigations, studies and surveys directed by the Council to promote efficient operation of the City and any other assignments or projects as may be developed by the Council.
- Assure the prompt investigation of citizen questions and/or complaints regarding the functions of the City or any department as appropriate. Personally initiate action to resolve complex problems.





## CHALLENGES & OPPORTUNITIES

### 1. Council Retreat with City Management

With the election of two new council members the City Council is considering a retreat to review and update city goals and strategic initiatives for the next year. This will be an important opportunity for the new city manager and Council to begin their working relationship.

### 2. Completion of the Comprehensive Plan

The Comp Plan has been the subject of intense review, analysis and revision by the city for the past year. While the Plan is targeted to be completed and adopted by the end of 2015, there will be considerable work to follow-up and implement the enabling legislation early in 2016.

### 3. Property Acquisition by City

There are a number of private properties presently targeted for acquisition by the City for various municipal purposes and needs. Several of these are pending now with others to be negotiated in the next year, depending upon Council priorities and direction.

### 4. Preparation of 2017-18 Biennial City Budget

The present City Budget encompasses the 2015-2016 years. A mid-term budget adjustment will be presented to the Council in November of 2015 for the 2016 Budget year. In the spring of the 2016, work will begin for the 2017-2018 biennial budget. A number of major capital budget projects are being planned for the next budget cycle. This will, of course, be a high priority for the new city manager.

### 5. Study on Solid Waste Transfer Station

Woodinville has been concerned for a number of years that a regional solid waste transfer station

could be sited in or near by the City limits. The City Council is on record as opposing the plans. The City will need to vigorously defend its position in this matter along with neighboring communities in King County.

## IDEAL CANDIDATE PROFILE

Woodinville is seeking an experienced manager and strong leader who understands all aspects of municipal government and has an appreciation of the challenges currently facing the city. He/she must have a proven track record of responsible budget and financial management and must be politically aware of the ability to work with the council to reach their goals. Communication with Council will be of the highest importance, along with the ability to offer the council multiple options and respectfully debate topics.

The new City Manager will be relied upon to serve as an approachable leader, and must have the ability to foster a strong team environment. Setting individual department goals, based on council goals, and allowing department directors to talk with and work with the council is imperative.

The ideal candidate will have a strong understanding of economic development, and have good organizational development skills. The manager will delegate appropriately, and have a track record of implementing policies and systems that create and maintain a high-performance, organizational culture. The next manager will be approachable by all citizens, staff and Council, and will communicate effectively, with honesty and transparency. He/She will establish and maintain effective working relationships with other employees, the Mayor, the Council, and the public by getting out into the community to meet residents and understand their needs.

The ideal candidate will be approachable, responsive, and down-to-earth, and must be able to embrace community involvement by listening to all voices, not just those most vocal. Reaching out to citizens and inspiring more community involvement will be a priority. The ideal candidate will be collaborative yet can make the hard decisions when necessary by guiding but allowing the council to take the lead. A strong sense of integrity, honesty, and professionalism is required for the new City Manager.

**EXPERIENCE & EDUCATION**

A bachelor's degree from an accredited college or university in public, business administration, or related field, and at least seven (7) years' management experience in government and administration, budgeting, fiscal management or related fields is required, with a Masters degree preferred. Any combination of experience, training, or education that demonstrates the knowledge, skills, and abilities to do the job may be considered. Candidates must possess or be able to obtain a Washington State Drivers License, and have a driving record acceptable to the City insurance carrier.

**COMPENSATION & BENEFITS**

- **\$135,000 - \$168,000 DOQ**
- Medical / Dental / Vision
- Life Insurance
- Vacation
- Sick Leave
- 11 Paid Holidays
- PERS and MEPT
- Employee Assistance Program
- Automobile and Technology Allowance

**Please visit:  
[www.ci.woodinville.wa.us](http://www.ci.woodinville.wa.us)**

The City of Woodinville is an Equal Opportunity Employer. All qualified candidates are strongly encouraged to apply by **November 15, 2015** (first review, open until filled). Applications, supplemental questions, resumes and cover letters will only be accepted electronically. To **apply online**, go to **[www.prothman.com](http://www.prothman.com)** and click on "submit your application" and follow the directions provided. Resumes, cover letters and supplemental questions can be uploaded once you have logged in.



**PROTHMAN**

[www.prothman.com](http://www.prothman.com)

371 NE Gilman Blvd., Ste 350  
Issaquah, WA 98027  
206.368.0050

## EXAMPLE OF INVITE LETTER



## **PUBLIC WORKS DIRECTOR**

### **\$92,004 - \$115,008**

First Review:  
**May 10, 2015**  
(Open Until Filled)

**Apply at**  
[www.prothman.com](http://www.prothman.com)

Dear Colleague,

Prothman is currently recruiting for the Public Works Director position for the City of Medina, Washington. We invite you to review the position details on the back page, and if you find that this position isn't right for you, could you please pass this on to other senior public works professionals who may be ready for this next step in their career.

Thank you for your consideration and help!

The Prothman Company

**PROTHMAN**





## WHY APPLY?



Located on the shores of Lake Washington, Medina is a beautiful and sophisticated community conveniently positioned between Bellevue and Seattle. Its picturesque and historic City Hall is located in a park setting

on Lake Washington with breathtaking views of the water, Mount Rainier, the Olympics and the Seattle skyline. The city of Medina offers the right public works professional the opportunity to work with a supportive, dedicated staff in one of the most beautiful cities in the Pacific Northwest.



## THE COMMUNITY

With just over 3,000 total residents, Medina is a quiet, affluent community. The Lake Washington waterfront in Medina is some of the most sought-after waterfront in the Pacific Northwest. The citizenry is made up of primarily professionals, doctors, lawyers and CEOs of major Fortune 500 corporations. Medina has the 3rd highest per-capita income in Washington and 49th highest in the United States.

Medina is largely a suburban, single family residential community with relatively few commercial enterprises. A grocery store/deli, gas station and nursery make up the commercial sector. A large commercial center exists in neighboring Bellevue. Bellevue is the high-tech and retail center of King County's Eastside, with more than 140,000 jobs and a skyline of gleaming high-rises. Microsoft has become the city's largest employer, having absorbed a large part of the new downtown office space built during the 2000s.

Medina offers visitors a mild climate where temperature extremes are moderated by its proximity to Lake Washington and the Puget Sound. Summers are dry and warm with average daytime highs around 73-80 degrees and low humidity. Days below freezing average just 15 per year and it seldom, if ever, snows. Annual rainfall averages 37 inches; less than New York City, Atlanta or Houston.



## THE DEPARTMENT & POSITION

The Public Works Department has two divisions: Maintenance and Engineering. The Maintenance Division is responsible for all street, storm sewer, parks, and landscape maintenance activities in the City and coordinates all utility work in the City, as well, with adjoining municipalities for joint improvement projects. The Maintenance Division ensures the maintenance and repair of roadways, parks, landscaping, equipment, and the storm drainage system for the City and is responsible for the installation, maintenance, and revision of all street signs, signals, and other traffic devices.

The Engineering Division is responsible for all capital improvements, mapping, development review related to streets, sensitive areas, storm drainage and grading. The Public Works Department consists of a maintenance supervisor, 3 maintenance workers, 2 summer seasonal helpers, and a contract City Engineer. Water and Sewer is provided by Bellevue Utilities.

The Director of Public Works, under general administrative direction from the City Manager, oversees the daily operations of the Public Works Department.

**Please visit [www.prothman.com](http://www.prothman.com) to review the detailed position profile and compensation package.**

Also visit the **Prothman Job Board** at [prothman-jobboard.com](http://prothman-jobboard.com) for this and other great opportunities!



**BUSINESS OF THE CITY COUNCIL  
CITY OF MERCER ISLAND, WA**

**AB 5148  
January 19, 2016  
Regular Business**

**MAINTENANCE DEPARTMENT FLEET AND  
ORGANIZATIONAL PERFORMANCE AUDIT**

**Proposed Council Action:**

Authorize staff to enter into a contract for consultant services for the Maintenance Department fleet and organizational performance audit.

**DEPARTMENT OF** Maintenance (Jason Kintner)

**COUNCIL LIAISON** Dan Grausz Benson Wong

**EXHIBITS** n/a

**APPROVED BY CITY MANAGER**

<b>AMOUNT OF EXPENDITURE</b>	\$	30,000
<b>AMOUNT BUDGETED</b>	\$	30,000
<b>APPROPRIATION REQUIRED</b>	\$	0

**SUMMARY**

At its October 19, 2015 meeting, the Council directed staff to prepare a scope of work for an organizational performance audit of the Maintenance Department and Fleet Operations for the Council’s consideration. Excluding CIP Project Management Staff, the Maintenance Department’s work team includes:

- Administration
- Right-of-Way (includes Stormwater Utility)
- Water Utility
- Sewer Utility
- Support Services (includes Customer Field Response (CRT), Fleet, and Warehouse Functions)

Since the audit request was directed by the Council, Councilmembers Grausz and Wong have been directly involved in the development of the scopes of work for the audit and selection of the consultant teams. Both audit focus areas will deliver a written report on the findings and recommendations that will be shared with the committee and City Council. The following scopes of work have been proposed:

**FLEET AUDIT**

- To determine if the Mercer Island fleet, excluding fire apparatus, is right sized by looking at all relevant variables for which data is available including, the annual fuel consumption and annual mileage of each vehicle in the fleet relative to the number of staff, including seasonal employees, who use them or relative to other applicable variables. This analysis will be broken down by department and by division/work group. The purpose of this analysis is to make informed determinations as to whether the City currently has the right number and type of vehicles to address City requirements.



- To review the City's fleet replacement strategy and policy; define the replacement metrics that fit the organization and make recommendations on an effective process for taking action based on those metrics.
- To make recommendations on whether City policy regarding use of private vehicles for City business should be changed.
- To make recommendations on whether the City should lease, rather than purchase, certain vehicles.
- To determine if it would be more cost effective to have more than one mechanic and whether the addition of another mechanic is important for succession planning or for ensuring the continuity of performance.
- To compare the 2016 shop rate to the private sector.
- To make recommendations on how the City's fleet could be more effectively managed (e.g. purchasing a fleet management system).

## ORGANIZATIONAL AUDIT

- To review if the Department is running efficiently and effectively.
- Compare the current Department staffing level, broken down by work team, to that of other "full service" comparison cities. This would exclude CIP project management staff (City Engineering Group). The staffing comparison would be relative to infrastructure maintained or customers served, as appropriate.
- To review and evaluate opportunities to improve environmental sustainability that are fiscally responsible as a Department.
- To make recommendations, based on industry best practices, on how the productivity of each work team could be significantly improved, focusing on those things that would have the greatest benefit. The review will include: opportunities for evaluation for the sharing of vehicles, equipment and tools; the evaluation for revisions in team responsibilities to capitalize on synergies; the possibility of sharing personnel between teams, as appropriate.
- Evaluate how each work team is organized and fits within the structure of the Department. Evaluate and provide recommendations to the following specific areas:
  - **Support Services Focus:** Assess whether the number of direct reports to the Assistant City Engineer be effectively reduced. Assess and evaluate whether the Community Field Response Technician (CRT) model is still efficient and used adequately.
  - **Utility Team Focus:** Assess and evaluate the water service installations & process. Compare the current service model to other surrounding organizations and best practices. Make recommendations on how this service could be improved.
  - **ROW Team Focus:** Assess how stormwater reporting requirements, audits, and routine maintenance fit in with the organization and structure of the team. Evaluate how the loss of the ROW arborist impacts the structure and dynamics of the team.

Consultant services for the audit are estimated to cost \$30,000, to be funded from miscellaneous professional services in the General Fund. It should be noted that the 2016 budget included \$75,000 for miscellaneous professional services. Each biennium Council and/or staff have some unanticipated professional service needs. Staff anticipates completion of the audits near the end of March 2016 and will return to the Council with the final report and proposed recommendations.

## RECOMMENDATION

*Maintenance Director*

MOVE TO: Authorize staff to enter into a contract for consultant services for the Maintenance Department fleet audit and organizational performance audit.



# CITY COUNCIL PLANNING SCHEDULE

All meetings are held in the City Hall Council Chambers unless otherwise noted.  
 Special Meetings and Study Sessions begin at 6:00 pm. Regular Meetings begin at 7:00 pm.  
 Items listed for each meeting are not in any particular order.

<b>JANUARY 19 (TUESDAY)</b>		
<b>Item Type</b>	<b>Topic/Presenter</b>	<b>Time</b>
<i>Study Session</i>	Water Advisory Event Update – J. Kintner	60
<i>Regular Business</i>	Maintenance Department Fleet and Organizational Performance Audit – J. Kintner	30
<i>Regular Business</i>	Conservation Easements Presentation – K. Sand	15
<i>Regular Business</i>	Discuss Ground Lease with the Mercer Island Center for the Arts ("MICA") for the use of the Recycling Center site at Mercerdale Park – K. Sand	45
<i>Regular Business</i>	City Manager Recruitment Firm Selection – K. Segle	30
<i>Executive Session</i>	That portion of a meeting during which the governing body is planning or adopting the strategy or position to be taken by the governing body during the course of any collective bargaining, professional negotiations, or grievance or mediation proceedings, or reviewing the proposals made in the negotiations or proceedings while in progress pursuant to RCW 42.30.140(4)(b) for approximately 30 minutes	30

<b>JANUARY 22-24</b>		
	2016 City Council Planning Session (MICEC)	

<b>FEBRUARY 1</b>		
<b>Item Type</b>	<b>Topic/Presenter</b>	<b>Time</b>
<i>Study Session</i>	Island Crest Park Field Improvements Project Budget – P. West	60
<i>Regular Business</i>	I-90 Loss of Mobility Negotiations Appropriation – K. Taylor	30
<i>Regular Business</i>	Trellis Final Long Plat Approval – K. Sand & S. Restall	60

<b>FEBRUARY 16 (TUESDAY)</b>		
<b>Item Type</b>	<b>Topic/Presenter</b>	<b>Time</b>
<i>Study Session</i>	2016 Council/Staff Work Plan	60
<i>Regular Business</i>	Coval Final Long Plat Approval – K. Sand & S. Restall	60
<i>Regular Business</i>	Community Solar Project Update and Lease Agreement – R. Freeman	30

<b>MARCH 7</b>		
<b>Item Type</b>	<b>Topic/Presenter</b>	<b>Time</b>

**MARCH 21**

<b>Item Type</b>	<b>Topic/Presenter</b>	<b>Time</b>
<i>Study Session</i>	Island Crest Way Resurfacing Phase 2 Channelization Discussion – C. Morris	60
<i>Regular Business</i>	2017-2022 Capital Improvement Program (CIP) Budget Kick-Off – F. Lake	60

**OTHER ITEMS TO BE SCHEDULED:**

- CenturyLink Cable Franchise – K. Sand
- Clarke Beach Conversion Property – P. West
- Pioneer Park Off Leash Dog Policy – B. Fletcher
- Interlocal Agreement for City of Kirkland Jail – L. Burns
- Town Center Visioning and Code Update – S. Greenberg
- Comprehensive Plan Update – S. Restall
- 6-year Sustainability Plan – R. Freeman

**COUNCILMEMBER ABSENCES:**

- None