

TO: City Council  
FROM: James L. App, City Manager  
SUBJECT: Professional Services Contract-Executive Search  
DATE: December 7, 1999

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**NEEDS:** For the City Council to consider authorizing a professional service contract for executive search services to fill the vacant City Engineer position.

- FACTS:**
1. The position of City Engineer, in the Community Development, is currently vacant.
  2. Recruitment to fill the vacancy would benefit from a concentrated, Statewide search
  3. William Avery and Associates, a California based management consulting firm which has maintained a continuing relationship with the City of Paso Robles since 1981, proposes to conduct the search over the next 4-5 months at a fee of \$10,900, and , expenses not-to-exceed an additional \$4,500.

**ANALYSIS &  
CONCLUSION**

William Avery and Associated has assisted the City with labor relations since 1981. Mr. Avery's involvement has, of necessity, over the years placed him in a position to gain a unique understanding of our community, organization and priorities. His historical knowledge adds value to his assistance with the City Engineer search.

**POLICY  
REFERENCE:** none

**FISCAL  
IMPACT:** \$15,400 - 50% general fund (100), 25% Water Fund (600) and 25% Wastewater Fund (601)

- OPTIONS:**
- A. Authorize the City Manager to Execute an agreement with William Avery and Associates to undertake a search for City Engineer.
  - B. Amend, modify or reject options above.

**Attachments:** W. Avery and Associates Proposal  
W. Avery and Associates Agreement



November 17, 1999

Jim App  
City Manager  
City of Paso Robles  
1000 Spring Street  
Second Floor  
Paso Robles, CA 93446

Dear Jim:

Thank you for the opportunity to submit our proposal for the position of City Engineer for the City of Paso Robles. As we are currently underway with another recruitment for the City of Paso Robles, we would be pleased to be able to provide services to you for this recruitment as well. We have information in place that would give us the tools we need to do this search.

Following review of this proposal, it's our hope that you'll find that our knowledge of the City, our approach, our recruitment expertise and, commitment to quality and service, will provide the basis for your positive consideration of our firm.

The enclosed proposal contains the following information:

- recruitment team assigned
- recruitment plan
- consulting fee and billing assignment
- guarantees and ethics
- time line of events and activities

Once again, thank you for the opportunity to submit a proposal to assist with your recruitment. If you have any questions, please do not hesitate to call me.

Sincerely,

*William Avery* /ksd  
William H. Avery

WHA:ksd

William Avery & Associates  
Management Consultants

3/4 N. Santa Cruz Ave. Suite A  
Los Gatos, CA 95030  
408.399.4424  
Fax: 408.399.4423

## ***Recruitment Team for the City Engineer***

Bill Avery and Paul Kimura will serve as the Principals in charge of this project and will be assisted by other principals and members of the staff of William Avery & Associates, Inc. Mr. Avery and Mr. Kimura will be personally involved in the interview and assessment of candidates, reference investigation and will be available throughout the search process to provide other, related consulting services. Mary Fewel will assist in the recruitment and, Kim Duran will provide administrative support.

### ***Recruitment Plan and Services Provided***

#### ***I. Position Profile and Organizational Assessment***

The initial assessment phase is a critical component of the search process. Our firm will meet with the key decision makers to discuss the organizational needs and position requirements. Our goal for this aspect of the recruitment process is to:

- understand the City and departmental priorities for this position.
- develop a clear understanding and consensus on the expertise, experience, education, performance attributes and operational style of the ideal candidate.
- discuss the goals, objectives, deliverables, and challenges related to this position.
- gain insight of the various organizational dynamics and departmental issues that exist within the organization.
- identify the compelling aspects to this opportunity.

We would supplement this session with other discussions with various key staff members (as determined by the client). The ideal candidate profile would be developed from the above discussions and incorporated into the formal position announcement. The candidate profile is also utilized in various other means as a marketing tool, for advertising copy, postings, and for other announcements.

#### ***II. Development of the Search Strategy***

- Contacting current City Engineers in comparable agencies who may be interested or aware of potential candidates. Our networking will include Southern and Northern California agencies. This effort will mainly be geared toward identifying individuals who meet the profile of the ideal candidate but are not actively seeking other employment.
- Sending out mailings to professional organizations, as well as talking to the organizations membership to market the many positives of working in the City of Paso Robles.
- Identifying private sector contacts who would be sources or referrals for this assignment.



## Page 2

- Advertising in WESTERN CITY magazine, JOBS AVAILABLE magazine, and other trade publications or periodicals deemed appropriate for this search.
- Posting the position on the Internet in the Public Sector employment bulletin board and on our corporate website ([www.averyassoc.net](http://www.averyassoc.net)).
- Utilizing our corporate database.
- Developing and distributing a comprehensive job announcement to various City, County and State level agencies and departments throughout the State.

### **III. Candidate Assessment**

All candidates responding to this position will initially be evaluated based on their resume and if appropriate, an extensive phone "screening" by a firm Principal. Candidates who pass the initial "qualifying" criteria are then scheduled for a formal interview with one of our firms' Principals. These extended personal interviews typically take 1 - 2 hours and a thorough discussion of their experience, accomplishments, management philosophy and interpersonal style takes place. Those individuals who best fit the position requirements will have an extensive Candidate Assessment Report developed by the Principal who conducted the interview.

### **IV. Candidate Presentation**

Upon completion of formal interviews, a selection of candidates for presentation is made. Typically, the number of final candidates requested by our clients range from 5 to 7. We feel our extensive qualification, interview, and reference checking process and the knowledge gained during our initial assessment period, enable our client to proceed with fewer rather than more finalists.

The final candidates are presented in our candidate presentation "book". Each finalist will have a file consisting of a candidate summary sheet, a resume, the Candidate Assessment Report (based on the formal interview), and candidate reference interviews.

Candidate summary sheets for everyone who submitted a resume will also be included. This provides the client an insight to the level and nature of response for their position.

### **V. Selection Process**

We will assist in the structuring of the interview process and coordinate the interview scheduling activity. Our firm will also provide candidates with guidance and direction relative to travel planning, hotel accommodations as well as other interview planning issues.



Page 3

#### ***VI. Position Closure and Follow-Up***

Based on the firm's experience in human resource management and executive search, we are able to assist our clients in formulating appropriate compensation and other employment arrangements. We will be available throughout our retention to assist in this process.

As a matter of policy, Avery & Associates monitors the transition and progress of any executive we place with a client. Within the first 3-6 months following the hired individual joining the City, we will speak with that individual to ensure the transition has effectively occurred. During the same period we will also review the individual's status with your office.

#### ***Consulting fee***

Based on the services described in our proposal, the consulting fee for this recruitment will be \$10,900.00. We will provide our first consulting invoice for one third of the amount at the outset of the search. The final invoice for the retainer will be submitted at the completion of the search. In addition, we will charge an amount not to exceed \$4,500.00 for out-of-pocket expenses. These expenses include advertising, production, telephone, mailing, postage, consultant travel for client discussions, meetings and local candidate interviews. These expense items will be detailed and billed on a monthly basis.

#### ***Guarantees and Ethics***

Whenever William Avery & Associates, Inc. is retained, we make several guarantees and commitments to a client. Due to our experience, knowledge and success within the management consulting field, we assure a client that we will only present candidates who meet a substantial majority of the ideal qualifications that you have outlined. We are also committed to continue our search efforts until a successful candidate is employed.

It is also our practice to replace a candidate who may voluntarily resign during the first year of his/her employment. This same commitment applies if the client finds it necessary to terminate or to request the resignation of the selected individual in the first year for reasons which would have precluded his/her employment had they been known at the time employment started. In either case, we invoice a client only for out-of-pocket expenses incurred in identifying a replacement.





## CITY OF PASO ROBLES - CITY ENGINEER RECRUITMENT SCHEDULE

Description (Weeks)	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
<b>Initial meeting(s)</b>	<u>1</u>																			
- Job announcement draft			<u>3</u>																	
- Advertising and marketing in place.			<u>3</u>																	
- Recruitment strategy finalized			<u>3</u>																	
- Approve and print job announcements				<u>4 - 5</u>																
<b>Recruitment period</b>			<u>3 - 9</u>																	
- Candidate screening							<u>7 - 9</u>													
<b>Candidate Interviews</b>										<u>10 - 11</u>										
- Complete references												<u>11-13</u>								
- Preparation of candidate book													<u>13</u>							
<b>Presentation of candidate book</b>														<u>14</u>						
<b>Final interviews</b>																				
<b>Selection and hire</b>																				<u>17</u>

**AGREEMENT BETWEEN**  
**CITY OF PASO ROBLES**  
**AND**  
**WILLIAM AVERY & ASSOCIATES**

This agreement, effective immediately, is entered into by and between WILLIAM AVERY & ASSOCIATES, INC. (hereinafter referred to as CONSULTANT) at 3 1/2 N. Santa Cruz Avenue, Suite A, Los Gatos, California 95030 and the CITY OF PASO ROBLES (hereinafter referred to as CITY).

**WITNESSETH:**

WHEREAS, CITY has need for specialized consultant services; and

WHEREAS, CONSULTANT has the training, experience and competence to perform the specialized service required by the CITY; and

WHEREAS, CITY has the authority under state law to employ CONSULTANT;

NOW THEREFORE, the parties to this agreement do hereby mutually agree as follows:

**I**

**DUTIES OF CONSULTANT**

1. CONSULTANT will perform any and all necessary work in order to assist CITY in recruiting and hiring a qualified City Engineer. Work to be performed includes:
  - o CONSULTANT will develop recruitment materials (including the candidate profile, job announcement, employment ads, and supplemental questionnaire) for the City Engineer.
  - o CONSULTANT will conduct outreach to seek out and recruit qualified candidates for the position.
  - o CONSULTANT will conduct preliminary screening to eliminate candidates who do not possess minimum required qualifications.

CONSULTANT will work with the CITY to provide a recommended list of finalists. In performing the screening, CONSULTANT will utilize a combination of the following techniques:

1. reference checks
2. supplemental questionnaires
3. interviews
4. background investigations
5. review of work samples, etc.

- o CONSULTANT will present the CITY with the recommended list of finalists accompanied by detailed written reports. CONSULTANT will work with the CITY to arrange for interviews, suggest interview questions, and if requested, attend interview sessions.
- o CONSULTANT will notify all unsuccessful candidates.
- o CONSULTANT will, if requested, assist with final reference checks, compensation negotiations, etc.
- o All work on this assignment will be performed by Bill Avery, Paul Kimura and Mary Fewel of William Avery & Associates. They will be assisted by Kim Duran.

## II.

### DUTIES OF CITY

1. CITY shall cooperate with CONSULTANT in the performance of this agreement as follows:
  - a) Providing all information reasonably accessible to the CITY which may be helpful to CONSULTANT in the performance of services, and
  - b) Make staff available for interviews/consultation, etc.
  - c) Providing clerical and stenographic assistance as CONSULTANT may reasonably require on-site, and
  - d) Providing a suitable location where interview sessions may be conducted.

## III.

### CONSIDERATION

1. For the services described above, the CITY shall pay CONSULTANT the sum of Ten Thousand Nine Hundred Dollars (\$10,900.00). Three Thousand Six Hundred (\$3,600.00) Dollars to be due and payable upon commencement of work. The balance will be due upon completion of work.
2. CONSULTANT shall bill CITY for direct expenses for advertisement, clerical time, long distance telephone, travel, etc. Total billings for expenses shall not exceed Four Thousand Five Hundred Dollars (\$4,500.00). Expenses will be detailed and billed monthly.

## IV.

### INDEMNITY

CONSULTANT shall indemnify, defend, and hold harmless the City of Paso Robles, its officers, agents and employees against any and all liability, claims, actions, causes of actions or demands whatsoever against them, or any of them, for injury to or death of persons or damage to property arising out of, connected with, or caused by CONSULTANT, CONSULTANT'S employees,



agents or independent contractors or companies in the performance of (or in any way arising from) the terms and provisions of this Agreement.

**WILLIAM AVERY & ASSOCIATES**

**CITY OF PASO ROBLES**

William Avery  
William H. Avery

\_\_\_\_\_  
Jim App

Dated: 11/22/99

Dated: \_\_\_\_\_

