

**CITY CLERK
ORIGINAL**

C-9945
04/29/2015

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF GLENDALE
AND
SLAVIN MANAGEMENT CONSULTANTS**

This Professional Services Agreement ("Agreement") is entered into and effective between CITY OF GLENDALE, an Arizona municipal corporation ("City") and Slavin Management Consultants, an independent management consultant firm, ("Consultant") as of the 29 day of April, 2015 ("Effective Date").

RECITALS

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, Project (the "Project");
- B. City desires to retain the professional services of Consultant to perform certain specific duties and produce the specific work as set forth in the attached **Exhibit B**, Project Scope of Work ("Scope");
- C. Consultant desires to provide City with professional services ("Services") consistent with best consulting or architectural practices and the standards set forth in this Agreement, in order to complete the Project; and
- D. City and Consultant desire to memorialize their agreement with this document.

AGREEMENT

The parties hereby agree as follows:

1. Key Personnel; Other Consultants and Subcontractors.

- 1.1 Professional Services. Consultant will provide all Services necessary to assure the Project is completed timely and efficiently consistent within Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other consultants or contractors, retained by City.
- 1.2 Project Team.
 - a. Project Manager.
 - (1) Consultant will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's opinion, complete the project and handle all aspects of the Project such that the work produced by Consultant is consistent with applicable standards as detailed in this Agreement; and
 - (2) The City must approve the designated Project Manager.
 - b. Project Team.
 - (1) The Project Manager and all other employees assigned to the Project by Consultant will comprise the "Project Team."
 - (2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Consultant.
 - c. Discharge, Reassign, Replacement.
 - (1) Consultant acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in **Exhibit A**.
 - (2) Consultant will not discharge, reassign, replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City

without City's prior written consent unless that person leaves the employment of Consultant, in which event the substitute must first be approved in writing by City.

- (3) Consultant will change any of the members of the Project Team at the City's request if an employee's performance does not equal or exceed the level of competence that the City may reasonably expect of a person performing those duties, or if the acts or omissions of that person are detrimental to the development of the Project.

d. Subcontractors.

- (1) Consultant may engage specific technical contractors (each a "Subcontractor") to furnish certain service functions.
- (2) Consultant will remain fully responsible for Subcontractor's services.
- (3) Subcontractors must be approved by the City.
- (4) Consultant will certify by letter that all contracts with Subcontractors have been executed incorporating requirements and standards as set forth in this Agreement.

2. **Schedule.** The Services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project.

3. **Consultant's Work.**

3.1 Standard. Consultant must perform Services in accordance with the standards of due diligence, care, and quality prevailing among consultants having substantial experience with the successful furnishing of Services for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.

3.2 Licensing. Consultant warrants that:

- a. Consultant and its Subconsultants or Subcontractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of Services ("Approvals"); and
- b. Neither Consultant nor any Subconsultant or Subcontractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").
 - (1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments, or to examine Consultant's contracting ability.
 - (2) Consultant must notify City immediately if any Approvals or Debarment changes during the Agreement's duration. The failure of the Consultant to notify City as required will constitute a material default under the Agreement.

3.3 Compliance. Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.

Contractor must not discriminate against any employee or applicant for employment on the basis race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

3.4 Coordination; Interaction.

- a. For projects that the City believes requires the coordination of various professional services, Consultant will work in close consultation with City to proactively interact with

any other professionals retained by City on the Project ("Coordinating Project Professionals").

- b. Consultant will meet to review the Project, Schedule and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.
- c. For projects not involving Coordinating Project Professionals, Consultant will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 Work Product.

- a. Ownership. Upon receipt of payment for Services furnished, Consultant grants to City, and will cause its Subconsultants or Subcontractors to grant to the City, the exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").
 - (1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.
 - (2) Consultant warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.
- b. Delivery. Consultant will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.
- c. City Use.
 - (1) City may reuse the Work Product at its sole discretion.
 - (2) In the event the Work Product is used for another project without further consultations with Consultant, the City agrees to indemnify and hold Consultant harmless from any claim arising out of the Work Product.
 - (3) In such case, City will also remove any seal and title block from the Work Product.

4. **Compensation for the Project.**

- 4.1 Compensation. Consultant's compensation for the Project, including those furnished by its Subconsultants or Subcontractors will not exceed \$43,500 as specifically detailed in **Exhibit D** ("Compensation").
- 4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated Scope as outlined in the Project is significantly modified.
 - a. Adjustments to Compensation require a written amendment to this Agreement and may require City Council approval.
 - b. Additional services which are outside the Scope of the Project contained in this Agreement may not be performed by the Consultant without prior written authorization from the City.
 - c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.
- 4.3 Allowances. An "Allowance" may be identified in **Exhibit D** only for work that is required by the Scope and the value of which cannot reasonably be quantified at the time of this Agreement.

- a. As stated in Sec. 4.1 above, the Compensation must incorporate all Allowance amounts identified in **Exhibit D** and any unused allowance at the completion of the Project will remain with City.
- b. Consultant may not add any mark-up for work identified as an Allowance and which is to be performed by a Subconsultant.
- c. Consultant will not use any portion of an Allowance without prior written authorization from the City.
- d. Examples of Allowance items include, but are not limited to, subsurface pothole investigations, survey, geotechnical investigations, public participation, radio path studies and material testing.

4.4 Expenses. City will reimburse Consultant for certain out-of-pocket expenses necessarily incurred by Consultant in connection with this Agreement, without mark-up (the "Reimbursable Expenses"), including, but not limited to, document reproduction, materials for book preparation, postage, courier and overnight delivery costs incurred with Federal Express or similar carriers, travel and car mileage, subject to the following:

- a. Mileage, airfare, lodging and other travel expenses will be reimbursable only to the extent these would, if incurred, be reimbursed to City of Glendale personnel under its policies and procedures for business travel expense reimbursement made available to Consultant for review prior to the Agreement's execution, and which policies and procedures will be furnished to Consultant;
- b. The Reimbursable Expenses in this section are approved in advance by City in writing; and
- c. The total of all Reimbursable Expenses paid to Consultant in connection with this Agreement will not exceed the "not to exceed" amount identified for Reimbursable Services in the Compensation.

5. **Billings and Payment.**

5.1 Applications.

- a. Consultant will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.
- b. The period covered by each Payment Application will be one calendar month ending on the last day of the month.

5.2 Payment.

- a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.
- b. Payment may be subject to or conditioned upon City's receipt of:
 - (1) Completed work generated by Consultant and its Subconsultants and Subcontractors; and
 - (2) Unconditional waivers and releases on final payment from all Subconsultants and Subcontractors as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

5.3 Review and Withholding. City's Project Manager will timely review and certify Payment Applications.

- a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.

- b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

6. Termination.

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 15 days following the date of delivery.

- a. Consultant will be equitably compensated for Services furnished prior to receipt of the termination notice and for reasonable costs incurred.
- b. Consultant will also be similarly compensated for any approved effort expended, and approved costs incurred, that are directly associated with Project closeout and delivery of the required items to the City.

6.2 For Cause. City may terminate this Agreement for cause if Consultant fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

- a. Consultant will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Consultant for Services furnished, City will pay the amount due to Consultant, less City's damages, in accordance with the provision of Sec. 5.
- b. If City's direct damages exceed amounts otherwise due to Consultant, Consultant must pay the difference to City immediately upon demand; however, Consultant will not be subject to consequential damages more than \$1,000,000 or the amount of this Agreement, whichever is greater.

7. **Conflict.** Consultant acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.

8. **Insurance.** For the duration of the term of this Agreement, Contractor shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such insurance shall cover Contractor, its agent(s), representative(s), employee(s) and any subcontractors.

8.1 **Minimum Scope and Limit of Insurance.** Coverage must be at least as broad as:

- a. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01, including products and completed operations, with limits of no less than **\$1,000,000** per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- b. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
- c. **Worker's Compensation:** Insurance as required by the State of Arizona, with Statutory Limits, and Employers' Liability insurance with a limit of no less than **\$1,000,000** per accident for bodily injury or disease.

8.2 **Other Insurance Provisions.** The insurance policies required by the Section above must contain, or be endorsed to contain the following insurance provisions:

- a. **The City, its officers, officials, employees and volunteers are to be covered as additional insureds** of the CGL and automobile policies for any liability arising from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such liability may arise, but is not limited to, liability for materials, parts

or equipment furnished in connection with any tasks, or work performed by Contractor or on its behalf and for liability arising from automobiles owned, leased, hired or borrowed on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's existing insurance policies, provided such endorsement is at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37, if later revisions are used.

- b. For any claims related to this Project, the **Contractor's insurance coverage shall be primary insurance** with respect to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
 - c. Each insurance policy required by this Section shall provide that coverage shall not be canceled, except after providing notice to the City.
- 8.3 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless the Contractor has obtained prior approval from the City stating that a non-conforming insurer is acceptable to the City.
- 8.4 Waiver of Subrogation. **Contractor hereby agrees to waive its rights of subrogation which any insurer may acquire** from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agent(s) and subcontractor(s).
- 8.5 Verification of Coverage. Within 15 days of the Effective Date of this Agreement, Contractor shall furnish the City with original certificates and amendatory endorsements, or copies of any applicable insurance language making the coverage required by this Agreement effective. All certificates and endorsements must be received and approved by the City before work commences. Failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements prior to the City's agreement that work may commence shall not waive the Contractor's obligations to obtain and verify insurance coverage as otherwise provided in this Section. The City reserves the right to require complete, certified copies of all required insurance policies, including any endorsements or amendments, required by this Agreement at any time during the Term stated herein.
- Contractor's failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements shall not be considered a Force Majeure or defense for any failure by the Contractor to comply with the terms and conditions of the Agreement, including any schedule for performance or completion of the Project.
- 8.6 Subcontractors. Contractor shall require and shall verify that all subcontractors maintain insurance meeting all requirements of this Agreement.
- 8.7 Special Risk or Circumstances. The City reserves the right to modify these insurance requirements, including any limits of coverage, based on the nature of the risk, prior experience, insurer, coverage or other circumstances unique to the Contractor, the Project or the insurer.

9. Immigration Law Compliance.

- 9.1 Consultant, and on behalf of any Subconsultant or Subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.
- 9.2 Any breach of warranty under this section is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.

- 9.3 City retains the legal right to inspect the papers of any Consultant, Subconsultant, or Subcontractor employee who performs work under this Agreement to ensure that the Consultant, Subconsultant or any Subcontractor is compliant with the warranty under this section.
- 9.4 City may conduct random inspections, and upon request of City, Consultant will provide copies of papers and records of Consultant demonstrating continued compliance with the warranty under this section. Consultant agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section.
- 9.5 Consultant agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon Consultant and expressly accrue those obligations directly to the benefit of the City. Consultant also agrees to require any Subconsultant or Subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.
- 9.6 Consultant's warranty and obligations under this section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.
- 9.7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

10. Notices.

- 10.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:
- a. The Notice is in writing; and
 - b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested).
 - c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
 - (1) Received on a business day before 5:00 p.m. at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service; or
 - (2) As of the next business day after receipt, if received after 5:00 p.m.
 - d. The burden of proof of the place and time of delivery is upon the Party giving the Notice.
 - e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

10.2 Representatives.

- a. Consultant. Consultant's representative (the "Consultant's Representative") authorized to act on Consultant's behalf with respect to the Project, and his or her address for Notice delivery is:

Paul Wenbert
7828 E. Red Hawk Circle
Mesa, AZ 85207

- b. City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale
c/o Jim Brown
5850 W. Glendale Ave, Ste B-56
Glendale, Arizona 85301

With required copy to:

City Manager
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

City Attorney
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

- c. Concurrent Notices.
- (1) All notices to City's representative must be given concurrently to City Manager and City Attorney.
 - (2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by the City Manager and the City Attorney.
 - (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Consultant identifying the designee(s) and their respective addresses for notices.
- d. Changes. Consultant or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

11. **Financing Assignment.** City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

12. **Entire Agreement; Survival; Counterparts; Signatures.**

12.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Consultant and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

- a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
- c. Inconsistencies between the solicitation, any addenda attached to the solicitation, the response or any excerpts attached as **Exhibit A**, and this Agreement, will be resolved by the terms and conditions stated in this Agreement.

12.2 Interpretation.

- a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
- b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.
- c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

12.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every

other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

12.4 **Amendment.** No amendment to this Agreement will be binding unless in writing and executed by the parties. Electronic signature blocks do not constitute execution for purposes of this Agreement. Any amendment may be subject to City Council approval.

12.5 **Remedies.** All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.

12.6 **Severability.** If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform with applicable law.

12.7 **Counterparts.** This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

13. **Term.** The term of this Agreement commences upon the Effective Date and continues for a one (1)- year period. The City may, at its option and with the approval of the Consultant, extend the term of this Agreement an additional one year. Consultant will be notified in writing by the City of its intent to extend the Agreement period at least 30 calendar days prior to the expiration of the original or any renewal Agreement period. There are no automatic renewals of this Agreement.

14. **Dispute Resolution.** Each claim, controversy and dispute (each a "Dispute") between Consultant and City will be resolved in accordance with **Exhibit E**. The final determination will be made by the City.

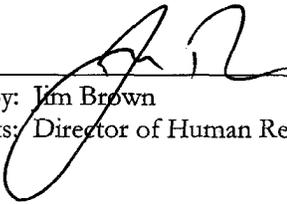
15. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A	Project
Exhibit B	Scope of Work
Exhibit C	Schedule
Exhibit D	Compensation
Exhibit E	Dispute Resolution

(Signatures appear on the following page.)

The parties enter into this Agreement effective as of the date shown above.

City of Glendale,
an Arizona municipal corporation



By: Jim Brown
Its: Director of Human Resources

ATTEST:



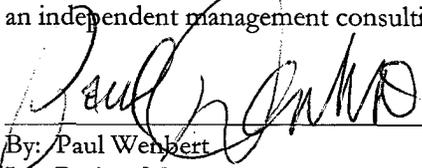
Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:



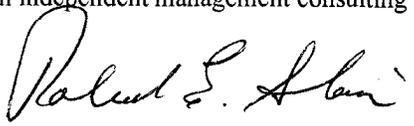
Michael D. Bailey
City Attorney

Slavin Management Consultants,
an independent management consulting firm



By: Paul Wenbert
Its: Project Manager

Slavin Management Consultants,
an independent management consulting firm



By: Robert E. Slavin
Its: President

EXHIBIT A
Professional Services Agreement

PROJECT

(Cover Page)



April 11, 2015

Mr. Jim Brown
Director of Human Resources and Risk Management
City of Glendale, Arizona

Sent via e-mail to: JWBrown@glendaleaz.com

Dear Mr. Brown:

Slavin Management Consultants is pleased to submit this proposal to conduct the executive searches for Glendale's next City Manager and Fire Chief.

Slavin Management Consultants (SMC) operates a national practice from its home office near Atlanta, Georgia, and also has consultants in California, Arizona, Texas, Ohio, Michigan, Connecticut, and Florida. With its extensive national network, SMC is confident in its ability to secure a group of outstanding candidates from throughout the nation that would be a good fit for the City.

Regarding the **City Manager** search, Mr. Paul Wenbert will serve as project manager and co-primary consultant and Mr. Bob Slavin will serve as co-primary consultant. After a 30-year career in city management including serving as Mesa, Arizona's Deputy City Manager, Mr. Wenbert joined SMC in 2007 as its Western Regional Manager. He has conducted or assisted in the conduct of 50 searches for jurisdictions as small as Carlisle, Iowa, (3,900 population) to as large as Phoenix, Arizona, (1.5 million population).

Regarding the **Fire Chief** search, Mr. Bob Slavin will serve as project manager and co-primary consultant and Mr. Wenbert will serve as co-primary consultant. Having conducted or assisted in the conduct of more than 850 executive recruitments, Mr. Slavin is among the most experienced local government management recruiters in the country.

Thank you for the opportunity to submit this proposal. Please contact Mr. Wenbert at 480-664-2676 if you have any questions about this proposal.

Sincerely,

Paul Wenbert
Western Regional Manager

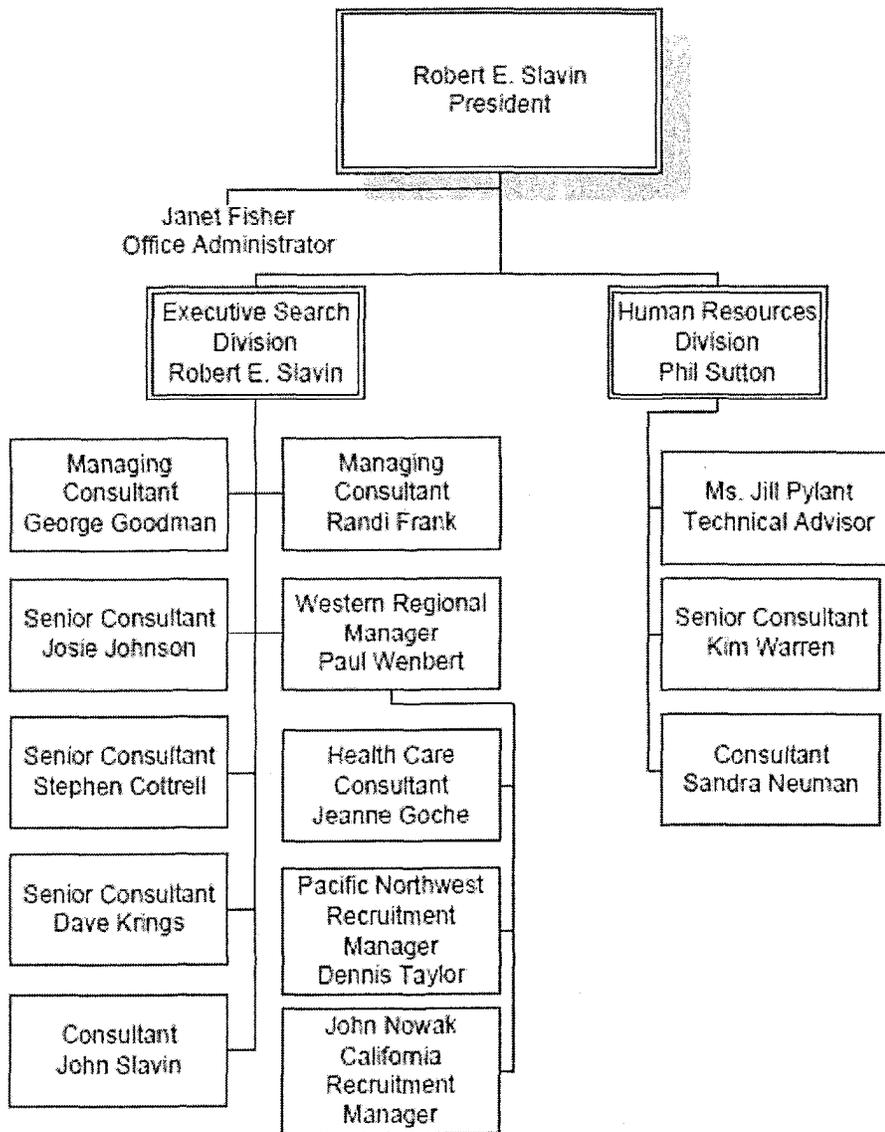
SECTION I—ABOUT SLAVIN MANAGEMENT CONSULTANTS

Slavin Management Consultants (SMC) was formed in 1991 and is incorporated in the State of Georgia. SMC operates a national practice from its home office in the Atlanta metropolitan area. The principal and only stock holder of the firm is Robert E. Slavin. Mr. Slavin has extensive experience as a local government manager, an executive recruiter and a management consultant. In addition to the home office staff, SMC has consultants in Ann Arbor, Michigan; Cincinnati, Ohio; Dallas, Texas; Hartford, Connecticut; Key West, Florida; Manteca, California; and Mesa, Arizona. As one of the only national public sector executive recruiting firms in the country, SMC is confident in its ability to secure a group of outstanding candidates from throughout the nation that would be a good fit for the City.

SMC provides high-quality consulting services to state and local governments, health care providers, transit authorities, utilities, special districts, and private sector clients. Specialty practice areas include executive recruitment, pay and classification, performance appraisal systems, and organizational development and training. SMC has conducted successful assignments for hundreds of public sector organizations nationally and received many accolades for its work.

Slavin Management Consultants is in excellent financial condition. The company is profitable, is current with all of its accounts, and has no debt. SMC has never been sued and is not aware of any pending legal actions against the company.

SLAVIN MANAGEMENT CONSULTANTS ORGANIZATIONAL CHART



EEO COMMITMENT

Slavin Management Consultants is committed to building a diverse workforce which reflects the face of the communities it serves. In addition, SMC honors and respects the differences and abilities of its employees and provides them with the necessary opportunities, tools, and support to achieve their maximum potential.

Equitably managing a diverse workforce is at the heart of equal opportunity. Valuing diversity is the basis for a policy of inclusion. Diversity recognizes and respects the multitude of differences which employees bring to the workplace. Diversity complements organizational values that stress teamwork, leadership, empowerment,

and quality service. Diversity is best implemented when managers maintain an environment that values the differences in their employees and take steps to ensure that all employees know they are welcome.

To achieve workplace equity and inclusion, SMC utilizes the practices outlined below:

- It does not discriminate in employment on the basis of race, color, religion, national origin, sex, age, disability, marital status, sexual orientation, creed, ancestry, medical condition, or political ideology;
- Its recruiting efforts ensure that applicant pools are both capable and diverse;
- It makes employment decisions based on job-related criteria and provides opportunities for entry and promotion into non-traditional jobs; and
- It maintains a workplace free of all forms of harassment.

SMC STAFF ASSIGNED TO THIS PROJECT

Regarding the **City Manager** search, Mr. Paul Wenbert will serve as project manager and co-primary consultant and Mr. Bob Slavin will serve as co-primary consultant. After a 30-year career in city management, Mr. Wenbert joined SMC in 2007 as its Western Regional Manager. He has conducted or assisted in the conduct of 50 searches for jurisdictions as small as Carlisle, Iowa, (3,900 population) to as large as Phoenix, Arizona (1.5 million population).

During his local government management career, Mr. Wenbert was responsible for management of a \$470 million budget and 1,100 employees as Deputy City Manager for the City of Mesa, Arizona. Also, Mr. Wenbert spent nearly 13 years of his career as a city manager. Mr. Wenbert has an extensive nationwide professional network based on his 30 years of involvement in the International City/County Management Association (ICMA) including serving on the ICMA Board and chairing 3 ICMA Committees.

Regarding the **Fire Chief** search, Mr. Bob Slavin will serve as project manager and co-primary consultant and Mr. Wenbert will serve as co-primary consultant. Mr. Slavin is among the most experienced recruiters of local government managers in the nation. He has a strong and proven commitment to providing exceptional recruitment services to public agencies and has received many accolades supporting this work. Mr. Slavin has conducted or assisted in the conduct of more than **850 executive searches** throughout his career.

Additional information about SMC staff assigned to this project is included in Appendix A.

SMC'S RESULTS-ORIENTED PROCESS

SMC uses a critical path search process which allows its clients to focus their attention on the selection process rather than on identifying, recruiting, screening, and evaluating candidates. The best prospects are typically happily employed and do not respond to advertisements. These people need to be found and encouraged to become candidates. They are understandably reluctant to apply for positions when their application could become a matter of public information prior to being assured that the client is interested in their candidacy. SMC has a proven track record of aggressively pursuing these types of "happily employed" candidates to encourage them to submit their applications. SMC's approach to this assignment will reflect the unique qualities of Glendale, and it will honor the confidentiality of candidates to the extent permitted by Arizona law.

SMC would like the City of Glendale to consider SMC's unique qualities and approach identified below that help to distinguish it from other public sector recruiting firms.

- SMC is results-oriented. Once the recruitment profile is approved by the City, SMC will "lock" into the profile's criteria and carefully identify, recruit, and evaluate candidates who meet **the City of Glendale's criteria**. SMC does not simply bring forward candidates it already knows.
- SMC is committed to complete client satisfaction. SMC's successful placement-oriented approach will ensure that the project work is practical, realistic, and timely and that it has the full commitment and support of the client so that a successful placement occurs.
- SMC makes use of resources that go beyond "Google" searches to conduct background checks of potential candidates. **In addition and unique to this industry, SMC visits finalists' work sites prior to client interviews to learn first-hand about candidates' management style and work performance.**
- SMC are leaders in the executive search field having conducted more than 850 public sector executive searches throughout the nation (see Appendix B for partial list).
- SMC's methodologies are state-of-the-art and include advertising in traditional publications, websites, and use of SMC's large resume data base to generate quality applicants.
- SMC's style is interactive in that it builds a partnership with its clients.
- SMC uses discount airfares and makes multi-client trips whenever possible to reduce expenses to its clients.
- SMC are experts in EEO/AA recruitment. Approximately 25 percent of its placements are from protected groups (see Appendix C for partial list).
- Every search SMC has conducted resulted in a selection from among its recommended group of candidates. SMC's experience includes large and

small organizations and chief executives and subordinate-level positions. **More than 95 percent of SMC's placements have remained in their clients' positions for more than five years, and the guarantee (see Section III, page 10) of redoing the search due to the candidate leaving during the first 2 years of the new position has occurred only twice out of more than 850 searches.** SMC has established this enviable track-record due to its extensive research at the beginning of each assignment about the client and the position to be filled which helps SMC identify candidates that are a good fit for the position. This candidate fit is further verified through extensive background investigations, reference checks, and visits to finalists' work sites. SMC believes the best predictor of future candidate performance is past performance which is why SMC obtains such a substantial amount of information about each finalist.

While SMC is proud of its results-oriented approach of focusing on the practical aspects of filling positions in a timely and cost-effective manner, SMC realizes that process is important as well. For example, Glendale's City Manager recruitment profile and advertisement will be viewed by thousands of local government professionals throughout the nation. This provides an excellent opportunity for Glendale to market itself and increase its visibility to opinion-makers throughout the United States. SMC will produce a quality recruitment profile brochure that markets Glendale in a positive light (see Appendix D for example of SMC recruitment profile). In addition, the "customer service" approach SMC employs in dealing with prospective candidates will also reflect positively on Glendale. SMC is as proud of its responsiveness to candidates as it is to its clients.

CITY/COUNTY MANAGER SEARCHES CONDUCTED

SMC has completed more than 250 city and county manager searches throughout the nation. The following are city and county manager searches that SMC has conducted in the last 4 years.

CLIENT	POPULATION	YEAR	SEARCH
Adams, CO	452,000	2013	County Manager
Aiken, SC	30,000	Current	City Manager
Bay City, MI	35,000	2014	City Manager
Bloomfield, CT	20,000	2013	Town Manager
Branson, MO	11,000	2013	City Administrator
Carlisle, IA	4,000	2013	City Administrator
Cass, MI	51,000	2011	County Adm/Controller
Corpus Christi, TX	285,000	2011	City Manager
Dunwoody, GA	46,000	2015	City Manager
Englewood, CO	30,000	2014	City Manager
Fridley, MN	27,000	2013	City Manager
Georgetown, SC	9,000	2013	City Administrator
Greenville, NC	85,000	2012	City Manager
Gulf Shores, AL	10,000	2013	City Administrator
Klamath Falls, OR	21,000	2012	City Manager
Longmont, CO	87,000	2012	City Manager
Loveland, OH	12,000	2014	City Manager
Mt. Dora, GA	13,000	Current	City Manager
Myrtle Beach, SC	27,000	2014	City Manager
Newark, DE	31,000	2012	City Manager
Oak Park, IL	52,000	2013	Village Manager
Peoria, IL	183,000	2011	County Administrator
Plantation, FL	85,000	Current	Chief Administrative Officer
Portage, MI	47,000	2014	City Manager
Powder Springs, GA	14,000	Current	City Manager
Seminole, FL	409,000	2011	County Manager
Snellville, GA	18,000	2012	City Manager
St. Joseph, MO	76,000	2011	City Manager
Tazewell, IL	131,000	2012	County Administrator
Tipp City, OH	10,000	2014	City Manager
Venice, FL	21,500	2012	City Manager
Waukee, IA	14,000	2013	City Administrator
West Des Moines, IA	57,000	2011	City Manager
Worcester, MA	183,000	2014	City Manager
Wyandotte/Kansas City, KS	159,000	2014	County Administrator
Wyoming, OH	8,000	2011	City Manager

FIRM CONTACT INFORMATION

The following individuals will serve as the primary contacts for this project.

Project Manager

Paul Wenbert
Western Regional Manager
Slavin Management Consultants
7828 E. Red Hawk Circle
Mesa, Arizona 85207
480-664-2676 (work)
480-444-9512 (cell)
pwconsulting@cox.net

Other Professional Staff

Mr. Robert E. Slavin
President
Slavin Management Consultants
3040 Holcomb Bridge Road, Suite A-1
Norcross, Georgia 30071
770-449-4656 (work)
678-296-2037 (cell)
770-416-0848 (fax)
slavin@bellsouth.net

EXHIBIT B
Professional Services Agreement

SCOPE OF WORK

(Cover Page)

SECTION II—WORK PLAN

SMC will use a proven and comprehensive seven-step work plan to complete this project as follows:

1. Develop recruitment profile;
2. Recruit qualified candidates;
3. Submit written progress report on semi-finalists to client;
4. Conduct background investigations/site visits on finalists;
5. Assist client in interview and selection process;
6. Facilitate employment of selected candidate; and
7. Conduct follow-up with client after candidate has been employed.

Each step of this work plan is described below.

1. Develop recruitment profile

SMC will meet with the Mayor and City Council Members and Department Directors to learn about the City's needs and culture. Also, SMC will provide options for additional external and internal stakeholder involvement. Finally, SMC would appreciate receiving a guided tour of the community. These meetings and tour as well as independent research conducted by SMC about the community and position will help SMC determine the unique challenges to be managed by Glendale's next City Manager and Fire Chief. This will allow SMC to accurately describe the desired professional and personal attributes top candidates should possess.

Once SMC has gained sufficient information, it will prepare draft recruitment profiles and review them with the City to obtain approval. The profiles will include information about the Glendale community, City government, Fire Department, issues and opportunities to be managed by the next City Manager and Fire Chief, and the job requirements and selection criteria.

2. Recruit qualified candidates

SMC will utilize the following resources to conduct a national recruitment for qualified candidates that meet the job specifications and selection criteria for the positions:

- SMC's database of candidates;
- SMC's professional local government management network;
- Advertisements in national professional print publications and websites and regional publications as appropriate; and
- Sending the recruitment profile to persons who have the requisite experience for the position.

3. Submit written progress report on semi-finalists

SMC will submit a written progress report on the semi-finalists and meet with the client to discuss this report. Typically 10-15 semi-finalists are included in the progress report.

The progress report will summarize each semi-finalists' experience and education. The report will also include a screening of semi-finalists against the selection criteria and job requirements contained in the recruitment profile. This screening will be based on:

- a review of resumes and cover letters;
- SMC's phone interviews of semi-finalists;
- semi-finalists' responses to a supplemental questionnaire that provides additional information about semi-finalists' management styles, writing skills, and how closely their experience relates to the selection criteria and job requirements in the recruitment profile; and
- SMC's knowledge of semi-finalists' work performance and the quality of the organizations and communities in which they have served.

The progress report will also include the semi-finalists' current salary. At SMC's meeting with the client, the client will select the finalists to interview using SMC's candidate ranking forms if desired. Typically five finalists are interviewed.

4. Conduct background investigations/site visits on finalists

SMC will conduct background investigations and site visits on the finalists. In order to better assess the finalists' management style and interpersonal characteristics, SMC will personally interview each in his or her present work environment while protecting the finalists' confidentiality. SMC will closely examine each finalist's experience, achievements, management style, and interpersonal skills in relation to the recruitment profile's selection criteria.

SMC's background investigations include detailed and extensive reference checks which cover a minimum period of ten years. SMC will interview the references provided by the finalists as well as others who can evaluate the candidate's job performance. The background work also includes investigation to the maximum extent permitted under federal law of finalists':

- criminal and civil court records;
- credit history;
- driving records; and
- college degrees.

At the client's option, SMC can arrange for assessment centers and/or psychological (or similar) testing of the candidates. These optional items will result in additional cost to the client.

SMC will provide a report to the client about these background checks and site visits.

5. Assist client in interview and selection process

SMC will assist the client in developing the interview process based on SMC's knowledge of best practices and will provide a list of interview questions for the client's consideration. SMC will contact the finalists to inform them of interview schedules and other logistical details, and SMC will be present during the interviews. Finally, SMC will notify all unsuccessful candidates of the final decision reached.

6. Facilitate employment of selected candidate

SMC will provide information about trends in employment, employment agreements, and relocation expenses to the client. SMC will also facilitate negotiation of the selected candidate's compensation package.

7. Conduct follow-up with client after candidate has been employed

SMC will follow-up with the Mayor and the new City Manager six and twelve months after the new City Manager has been employed and the City Manager and Fire Chief six and twelve months after the new Fire Chief has been employed to evaluate the success of the placement. SMC will assist in any adjustments that may be necessary.

SECTION III—GUARANTEES

SMC provides a comprehensive set of assurances and guarantees to clients that include:

- A commitment to excellence. SMC guarantees that the selection process and placement will be of high quality and successful. To accomplish this, SMC will continue to work with the client until a satisfactory candidate is selected and accepts employment;
- SMC guarantees its work and will redo the search if the position is vacated, for any reason, within two years of the employment date of a SMC recommended candidate; in this event, SMC will charge the client only for its out-of-pocket expenses to redo the search (no professional fees will be charged);
- SMC will never actively recruit any candidate who SMC has placed nor will SMC actively recruit any employee from a client organization for at least two years from the completion date of an assignment;

-
- SMC will properly handle any and all media relations. Unless otherwise directed, it is SMC's standard practice to tell all media that SMC is working on behalf of the client and that any public statement should come from the client directly. Under no conditions will SMC release information to the media unless specifically directed by the client to do so; and
 - SMC will keep the client informed and involved in the search process. SMC will provide frequent verbal and written progress reports to the client.

EXHIBIT C
Professional Services Agreement

SCHEDULE

(Cover Page)

SECTION IV—PROJECT SCHEDULE

The search process normally takes 90 days to complete and typically follows the schedule below.

STEPS		DAYS				
		1-30	30-45	45-60	60-90	90-360
1.	Develop recruitment profile and advertising program for client approval	✓				
2.	Identify qualified candidates and receive and review resumes	✓	✓			
3.	Screen & evaluate prospective candidates/prepare progress report and meet with client		✓	✓		
4.	Conduct background investigations and site visits on finalists				✓	
5.	Interview and evaluate finalists				✓	
6.	Assist in selection and facilitate employment				✓	
7.	Follow-up					✓

EXHIBIT D
Professional Services Agreement

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

City of Glendale will be invoiced by Slavin Management Consultants as the work is being completed.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Consultant for full completion of all work required by the Project during the entire term of the Project must not exceed \$43,500.

DETAILED PROJECT COMPENSATION

See Section V.

SECTION V—PROJECT COST

PROFESSIONAL FEES

The project cost is \$29,000 of professional fees plus expenses. The following table shows the level of involvement by project step and cost.

PROJECT COSTS				
STEPS	ASSIGNED HOURS (Approximate)		RATE (Hr)	FEES
	Project Manager	Consultant		
1. Project planning/develop recruitment profile/prepare and place advertising	62		\$85	\$5,270
		9	\$40	\$360
2. Identify and recruit candidates / acknowledge resumes	68		\$85	\$5,780
		56	\$40	\$2,240
3. Phone interviews with potential semi-finalists/prepare progress report	42		\$85	\$3,570
		18	\$40	\$720
4. Meet with client to review progress report and select finalists	4		\$85	\$340
5. Schedule finalists interviews / assist client with designing interview process	12		\$85	\$1,020
6. Finalists background investigation (includes SMC on-site visits with finalist candidates)	60		\$85	\$5,100
		64	\$40	\$2,560
7. Finalists interviews/assist in employee selection	20		\$85	\$1,700
8. Negotiate employment agreement	4		\$85	\$340
9. Follow-up	4		No Charge	\$0
TOTAL HOURS	276	147		
TOTAL COST				\$29,000

EXPENSES

Expenses for this executive search will be billed on an actual cost basis and will not exceed 50 percent of the professional fee (\$14,500). Additional detail about these expenses is shown below.

Consultant Travel: The client pays direct costs for all necessary consultant travel using lowest available air rates, corporate hotel rates at moderately priced properties (Holiday Inn or equivalent), rental cars using the corporate discount, and normal meals. The client controls these costs in the following ways: 1) the client pre-approves all work plans including all consultant and candidate travel; and 2) when appropriate, the consultant will work on more than one search when traveling and will therefore allocate costs to multiple clients.

Office Costs: telephone (\$700 flat fee, billed in two installments), fax, postage, copier, and delivery costs.

Advertising: typically approximately \$2,000 per recruitment. The client controls these costs because the advertising program will be approved by the client prior to implementation.

The cost for finalists to travel to the client's locale for interviews is not included in the cost of this proposal. Such costs are typically paid by the client on a reimbursement basis directly to the candidates and controlled through the client's prior approval of the finalists. These costs vary depending on candidate location, spousal involvement, and the length of the interview process. For budgeting purposes, an average cost of between \$450-650 per candidate would be appropriate. Typically five candidates are interviewed.

Should the client's needs result in an increased project scope that significantly increases consultant travel and/or advertising costs, it may be necessary to increase the expense budget for the project which would require client approval. Regarding travel expenses, SMC's project budget includes a total of 3 trips by Mr. Slavin to the client's locale. If the client requires Mr. Slavin to make additional trips to its locale that result in SMC's total project expenses exceeding \$14,500 then the client will reimburse SMC for these out-of-pocket travel expenses. The client's liability to Slavin Management Consultants for services rendered under this agreement will not exceed the agreed upon price unless an increase is authorized by the client in writing.

SMC will submit monthly invoices for fees and expenses. It is SMC's practice to bill 30 percent at the start of the search, 30 percent at the end of thirty days, 30 percent at the end of sixty days, and the remaining 10 percent shortly after the time that the candidate accepts the position. Expenses will be billed in addition and shown as a separate figure. Each invoice will be payable upon receipt.

EXHIBIT E
Professional Services Agreement

DISPUTE RESOLUTION

1. Disputes.

- 1.1 Commitment. The parties commit to resolving all disputes promptly, equitably, and in a good-faith, cost-effective manner.
- 1.2 Application. The provisions of this Exhibit will be used by the parties to resolve all controversies, claims, or disputes ("Dispute") arising out of or related to this Agreement-including Disputes regarding any alleged breaches of this Agreement.
- 1.3 Initiation. A party may initiate a Dispute by delivery of written notice of the Dispute, including the specifics of the Dispute, to the Representative of the other party as required in this Agreement.
- 1.4 Informal Resolution. When a Dispute notice is given, the parties will designate a member of their senior management who will be authorized to expeditiously resolve the Dispute.
- a. The parties will provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any Dispute in order to assist in resolving the Dispute as expeditiously and cost effectively as possible;
 - b. The parties' senior managers will meet within 10 business days to discuss and attempt to resolve the Dispute promptly, equitably, and in a good faith manner, and
 - c. The Senior Managers will agree to subsequent meetings if both parties agree that further meetings are necessary to reach a resolution of the Dispute.

2. Arbitration.

- 2.1 Rules. If the parties are unable to resolve the Dispute by negotiation within 30 days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the Dispute will be decided by binding arbitration in accordance with Construction Industry Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.
- a. The parties will exercise best efforts to select an arbitrator within five business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC, who will then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator.
 - b. The arbitrator selected must be an attorney with at least 15 years' experience with commercial construction legal matters in Maricopa County, Arizona, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.
- 2.2 Discovery. The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within 10 days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.

- 2.3 **Hearing.** The arbitration hearing will be held within 90 days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.
- 2.4 **Award.** At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought by one of the parties as the final judgment and may not independently alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.
- 2.5 **Final Decision.** The Arbitrator's decision should be rendered within 15 days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.
- 2.6 **Costs.** The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing party will pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs.

3. Services to Continue Pending Dispute. Unless otherwise agreed to in writing, Consultant must continue to perform and maintain progress of required Services during any Dispute resolution or arbitration proceedings, and City will continue to make payment to Consultant in accordance with this Agreement.

4. Exceptions.

- 4.1 **Third Party Claims.** City and Consultant are not required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defense of a third party who is not obligated by contract to arbitrate disputes with City and Consultant.
- 4.2 **Liens.** City or Consultant may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.
- 4.3 **Governmental Actions.** This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by City of Glendale Building Safety Department or any other agency of City acting in its governmental permitting or other regulatory capacity.