


MEMORANDUM

TO: Honorable Mayor & City Council Members
FROM: Debbie Renner, City Clerk 
DATE: November 10, 2009
SUBJECT: Appointment of a Search Firm

PURPOSE

To retain the firm of Colin Baenziger to conduct the search for a new City Manager.

BACKGROUND

At the October 13th Council meeting, the Interim City Manager discussed the options available to facilitate the search for a permanent City Manager. After considering the various options presented, it was the consensus of Council that Mr. Murray bring forward a contract to retain the services of Colin Baenziger and Associates to conduct the search for City Manager. A contract is attached as Exhibit A to Resolution No. 572-09.

Three new Council Members have taken office since that October 13th meeting, and if it is the desire of Council to revisit this issue and the available options, that can certainly be done. I have attached the minutes of the October 13th meeting related to this item for your review.

The options for a City Manager search are as follows:

- 1) Formalize prior decision to retain the services of Colin Baenziger & Associates
- 2) Issue a Request for Qualifications (RFQ) for a recruitment firm
- 3) Contract for the services of the Range Riders
- 4) Conduct the search "in-house" with City staff handling the solicitation for you

As you consider your options, please keep in mind that no matter which one you choose, the choice for City Manager is yours alone. A search firm will not make the selections for you and you will have access to the resumes of all respondents throughout the process.

RECOMMENDATION

Provide direction to staff as to how to proceed with the City Manager search.

RESOLUTION NO. 572-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE CITY, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH COLIN BAENZIGER TO CONDUCT A SEARCH FOR CITY MANAGER CANDIDATES FOR THE CITY OF ORANGE CITY; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Orange City intends to fill the vacancy in the City Manager position which since September 23, 2008, has been occupied by Chester Murray, Interim City Manager; and

WHEREAS, the City Council now wishes to conduct a search for candidates for consideration for the position, permanent appointment to the City Manager position; and

WHEREAS, after evaluating the options regarding methods of conducting the search for City Manager candidates and considering Chapter 12-30 of the City Code, it is the desire of the City Council to enter into an agreement with Colin Baenziger and Associates to conduct a search for suitable candidates to be considered by the City Council for the position of City Manager; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ORANGE CITY, FLORIDA:

SECTION 1. That the Mayor is hereby authorized and directed to execute the agreement with Colin Baenziger & Associates, attached hereto as Exhibit A, for the purpose of conducting a search for City Manager candidates.

SECTION 2. That all Resolutions or parts of Resolutions in conflict herewith be and the same are hereby repealed.

SECTION 3. That this Resolution shall take effect immediately upon its adoption by the City Council of the City of Orange City, Florida.

ROLL CALL VOTE AS FOLLOWS:

O. William Crippen	_____	Anthony Pupello	_____
Gary A. Blair	_____	Tom Abraham	_____
Tom Laputka	_____	Jeff H. Allebach	_____
Harley Strickland, Mayor	_____		

ADOPTED THIS _____ DAY OF _____, 2009.

ATTEST:

AUTHENTICATED:

Deborah J. Renner, City Clerk

Harley Strickland, Mayor

This Resolution approved
as to form and legal sufficiency:

William Reischmann, City Attorney

COLIN BAENZIGER & ASSOCIATES

Visit our website at: www.cb-asso.com

November 4, 2009

The Honorable Mayor Harley Strickland and Council Members Tom Abraham, Gary A. Blair, Jeff H. Allenbach, Tom Laputka, O. William Crippen, and Anthony J. Pupello
City of Orange City
229 East Graves Avenue
Orange City, FL 32763

RE: City Manager Recruitment Services

Dear Mayor Strickland and Council Members Abraham, Allenbach, Blair, Allenbach, Laputka, Crippen and Pupello:

We at Colin Baenziger & Associates (CB&A) sincerely hope Orange City will elect to use our services to find its next City Manager. Should it do so, the following provides a very brief outline of our process and the associated costs. Also attached is a revised project schedule. Otherwise, the proposal we previously submitted contains more detail, and will govern the process and the work to be performed.

In conducting this search, CB&A will perform the following tasks:

- Consultant meets with the Mayor and Councilmembers individually to: 1) develop a description of the ideal candidate, 2) understand the issues facing the next manager, 3) understand the City's expectations for the selected candidate, 4) discuss the desired compensation package and contract parameters, and 5) finalize the project schedule.
- Prepare promotional materials and advertisements nationwide.
- We will develop recruiting materials for the City's approval, publish them in state and national publications, and post them on targeted websites.
- We will actively search for, identify, and recruit outstanding candidates who we feel are best suited for the position, but who may not respond to our advertisements.
- We will e-mail the advertisement to our database of almost 8,000 local government professionals.
- We will evaluate resumes that result from our personal recruitment efforts and from our advertisements.
- Resumes will be screened, and we will develop a narrowed list of approximately eight to twelve semi-finalists who we believe are most qualified.
- We will recommend eight to ten top candidates and ask the Council to select five to be interviewed.

- We will attend and coordinate the interview process. We normally recommend that the elected officials see the candidates in three settings. The first would be an informal social gathering, typical of a function where the City Manager might represent the City. The second would be one-on-one interviews between the elected officials and the candidates, which we feel is a vital function to determine personal chemistry. The third would be interviews before the governing body as a whole, one candidate at a time, in a public meeting.
- Several days later, we will then coordinate the voting process in which the governing body selects its next City Manager. We have developed a relatively simple approach that avoids problems associated with complicated ranking systems, and which minimizes wide-ranging debate. We also strongly recommend that voting take place several days after the interviews because we believe this decision should be carefully considered.
- We will provide assistance to City, if requested, as it negotiates a contract with the selected candidate.

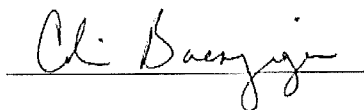
I, as the Principal in the firm, will perform the vast majority of the work outlined above. We will bill the fee as the phases are completed and as follows (see the attached schedule for a breakdown of the Phases).

Phase I: Recruiting	\$ 9,000
Phase II: Screening	9,000
Phase III: Interview Process Coordination and Manager Selection	2,250
Phase IV: Negotiation, Warranty & Continuing Assistance	1,250

The City will be responsible for the cost of candidate travel, meals and lodging. The City will also bear the cost of the reception, should it decide to have one.

We sincerely hope to work with you. Assuming you agree that this letter provides a basic understanding of the work to be performed in this engagement, please execute this letter and we will begin our efforts.

Sincerely,



Colin Baenziger
Principal

For the City of Orange City:

Harley Strickland, Mayor

Date

CONTRACT BETWEEN
THE CITY OF ORANGE CITY
AND
COLIN BAENZIGER AND ASSOCIATES
FOR CITY MANAGER EXECUTIVE SEARCH SERVICES

This CONTRACT is made and entered into this ____ day of November, 2009, between the City of Orange City, 229 East Graves Avenue, Orange City, FL 32763, a municipal corporation of the State of Florida (hereafter "City"), and Colin Baenziger and Associates, a sole proprietorship, 12970 Dartford Trail, Suite 8, Wellington, FL 33414 (hereafter "Provider"), for the Provider to render the following services to the City of Orange City: City Manager Executive Recruitment Services.

1. **Scope of Services.** Provider shall perform the services and work as set forth in Statement of Qualifications and Proposal which is attached hereto as Exhibit "A" and made a part of this Contract. Provider warrants and represents that it is qualified, willing and able to provide and perform all such services in accordance with the terms of this Contract. The parties shall have the ability to change the Scope of Services by mutual written agreement, except that the City shall have the unilateral right to delete hereunder for any reason without compensation to Provider other than for services already performed.
2. **Term.** The term of this Contract shall commence on November ____, 2009, and continue for 150 days.
3. **Payment Obligation.** The City shall pay for all requested and authorized services rendered hereunder by the Provider and completed in accordance with this Contract, as set forth in Exhibit "A." The Provider's invoice statements shall contain a breakdown of charges, description of service(s) and work provided and/or performed, and, where appropriate, supportive documentation of charges consistent with the basis of compensation set forth in this Contract. In the event of a dispute as to the City's payment obligation, the City shall pay the undisputed amount, if any, within thirty (30) days.
4. **Provider's Obligations.** The Provider's obligations shall include, but are not limited to, the following:
 - a) **Licensure.** The Provider shall maintain all licenses and/or certifications required by any governmental agencies responsible for regulating and licensing the services provided and performed by the Provider.
 - b) **Provision of Services.** The Provider shall perform all services pursuant to this Contract in accordance with generally accepted standards of professional practice and in accordance with the laws, statutes, ordinances, codes, rules,

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regulations and requirements of governmental agencies which regulate or have jurisdiction over the services to be provided and/or performed by the Provider. All personnel assigned by Provider hereunder will be qualified to perform such duties. Provider is solely responsible for all taxes incurred by Provider and shall make all deductions required of employers by state, federal and local laws.

- c) Non-Waiver. Neither review, approval, nor acceptance by City of data, reports, memoranda, and incidental professional services, work and materials furnished hereunder by the Provider, shall in any way relieve Provider of responsibility for the adequacy, completeness and accuracy of its services, work and materials.
 - d) Indemnity and Hold Harmless. The Provider shall be liable and agrees to be liable for, and shall indemnify, defend and hold the City harmless for any and all claims, suits, judgments or damages, losses and expenses including court costs, expert witness and professional consultation services, and attorneys' fees (including but not limited to appellate attorney fees) arising out of the Provider's errors, omissions, willful action(s) and/or negligence. The Provider shall not be liable to, nor be required to indemnify the City for any portions of damages arising out of any error, omission, and/or negligence of the City, its employees, agents, or representatives.
 - e) Non-Public Information. The Provider agrees, during the term of this Contract, not to divulge, furnish or make available to any third person, firm, or organization, without the City's prior written consent, or unless incident to the proper performance of Provider's obligations hereunder, or as provided for or required by law, any non-public information concerning the services to be rendered by Provider. Provider shall require all of its employees and subcontractor(s) to comply with the provisions of this paragraph.
 - f) Statutory Duties. The duties and obligations imposed upon the Provider by this Contract and the rights and remedies available to the City hereunder shall be in addition to, and not a limitation of, any otherwise imposed or available by law or statute.
 - g) Disclosure. The Provider warrants it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift or other compensation contingent upon or resulting from the award or making of this Contract.
5. Commencement and Completion of Work. Provider shall commence work upon mutual execution of the Contract. The Provider thereafter shall commence work promptly and shall carry on all such services and work as may be required in a timely and diligent manner to completion. Should the Provider fail to commence, provide, perform, and/or complete any of the services and work required hereunder in a timely and diligent

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manner, the City may consider such failure as justifiable cause to terminate this Contract, in addition to any other remedies the City may have.

6. Insurance. The Provider shall have, and maintain, during the entire period of this Contract, all such insurance (or self-insurance) as set forth in Exhibit "B". Each Certificate of Insurance shall include the name and type of policy and coverages provided; the amount or limit applicable to each coverage provided; the date of expiration of coverage; the designation of the City of Orange City as additional insured and as certificate holder, except as to Professional Liability Insurance and for Workers' Compensation Insurance. Should any of these policies be cancelled before the expiration date thereof, Provider shall ensure that the issuing company provides thirty (30) days written notice to the City.
7. Conflict Between Contract and Exhibit(s). In the event of conflict between the terms or conditions of this Contract and Exhibit "A", the terms and conditions of this Contract shall be deemed to supersede those contained in such Exhibit.
8. Termination of Contract. Either party may terminate this Contract without cause upon thirty (30) calendar days' prior written notice to the other, in which case the City shall compensate the Provider for all services performed prior to the effective date of termination and reimbursable expenses then due. In addition, the City shall have the ability to terminate this Contract at any time for cause.
9. Assignment, Transfer and Subcontracts. The Provider shall not assign or transfer any of its rights, benefits or obligations hereunder, except for transfers that result from the merger or consolidation of Provider with a third party. The Provider shall have the right, subject to the City's prior written approval, to employ other persons and/or firms to serve as subcontractors to Provider in connection with its performance of services and work pursuant to this Contract. The City shall be deemed to have approved the personnel set forth in Exhibit "A".
10. Maintenance of Records. The Provider will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed pursuant to this Contract. Said records and documentation will be retained by the Provider for a minimum of two (2) years from the date of termination of this Contract, or for such period as required by law. The City and its authorized agents shall, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as the City deems necessary during this Contract the next succeeding two (2) years.
11. References to City. All references to "the City" or "the City of Orange City" shall be deemed to include its employees, agents, and/or authorized representatives.
12. Modification. Except as set forth in Paragraph 1 above, modifications to this Contract shall only be valid when made in writing and signed by both parties. In the event of any conflict between the requirements, provisions, and/or terms of this Contract and any subsequent written modification hereto, the most recently executed document shall take precedence.

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13. Miscellaneous Provisions.

- a) Applicable Law. This Contract shall be governed by the laws, rules and regulations of the State of Florida.
- b) Non-Discrimination. The Provider covenants that in the furnishing of services hereunder, no person on the grounds of race, color, national origin, handicap, or sex shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
- c) Headings. The headings of the Articles, Sections, Exhibits, and Attachments in this Contract are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such Articles, Section, Exhibits and Attachments.
- d) Entire Contract. This Contract, including any Exhibits, constitutes the entire Contract between the parties and shall supersede all prior agreements or understandings, written or oral, relating to the matters set forth herein.
- e) Notices. All notices hereunder shall be in writing and shall be sent via U.S. Postal Service, first class mail, to the other party's address as listed at the beginning of this Contract. Either party may change its address by prior written notice to the other party.

IN WITNESS WHEREOF, the parties have executed this Contract as set forth below.

CITYOF ORANGE CITY

ATTEST:

BY: _____
HARLEY STRICKLAND, MAYOR

BY: _____
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

BY: _____
CITY ATTORNEY

PROVIDER:

COLIN BAENZIGER or DAVID COLLIER
COLIN BAENZIGER AND ASSOCIATES

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EXHIBIT "A"

STATEMENT OF QUALIFICATIONS AND PROPOSAL
COLIN BAENZIGER AND ASSOCIATES

[Here we normally insert a copy of our proposal.]

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EXHIBIT "B"

INSURANCE CERTIFICATES FOR COLIN BAENZIGER AND ASSOCIATES

[Here we normally insert our insurance certificates.]

1 by a large developer how much the City actually does for business. He said that with the Chamber
2 gone, the City is needed more than ever.

3
4 B. Agreement with Volusia County for Mosquito Control Services

5
6 Paul Johnson, Public Works Director, came forward and noted that this is an annual renewal with
7 Volusia County for mosquito control services. In response to a question from Mayor Strickland, Mr.
8 Johnson advised that the decision to request spraying is made by staff. The mosquito control district
9 will then provide an estimate based on the level of service required. In response to a question from
10 Council Member Laputka, Mr. Johnson stated that spraying has been done three times including
11 after tropical storm Fay.

12
13 **Vice Mayor Allebach moved to recommend that the City Council**
14 **authorize the Public Works Director to enter into an agreement with**
15 **Volusia County for mosquito control services, seconded by Council**
16 **Member Laputka and passed by unanimous 7/0 roll call vote of the**
17 **Council.**

18
19 C. Recruitment of a new City Manager

20
21 Mr. Murray said that in the cover memo for this item, he outlined the options available to the
22 Council along with his recommendation.

23
24 Mr. Murray said that Council could choose to run their own ads after reviewing the applications. A
25 second option is to work with the Range Riders, a group of retired former County and City
26 Managers, to compile a list of potential candidates. Finally, Mr. Murray advised that his
27 recommendation is to hire a professional recruiter. He said that he is recommending the firm of
28 Colin Baenziger and that information on the firm is included in the agenda packet. Mr. Murray said
29 that they are one of the largest firms in the area. The cost for the service will be \$20,000 to \$22,000
30 for everything. Prior to the commencement of the search, the firm will interview Council and staff
31 and take a tour of the community. Once responses are received, they will recommend a list of five
32 candidates to interview. Mr. Murray advised that an RFP could be issued to secure a search firm,
33 however, he does not recommend that method. He said that if Council wants to pursue an
34 agreement with Baenziger, he can have them present at the next Council meeting and work could
35 begin immediately. Mr. Murray anticipated that a selection for City Manager could be made in
36 January.

37
38 Council Member Abraham stated that he just received the information on the Baenziger firm a
39 couple of days ago and that he hasn't read it all yet. He said that he does not support spending that
40 much money on a search. He said that the City could do the advertising itself.

41
42 Vice Mayor Allebach said that he has been following searches in other nearby communities. He
43 noted the number of communities where such searches are unsuccessful. He noted the "huge cost"
44 associated with finding a manager who is not qualified to handle the complicated issues on the
45 horizon. Vice Mayor Allebach suggested that the City does not need a new manager who is just

1 starting out, nor a manager who is nearly ready to retire. He spoke in support of using the services
2 of Colin Baenziger.

3
4 Council Member Sherrill said that the firm appears to be very well-qualified. He noted the other
5 cities and counties around the State that they have assisted. He spoke in support of hiring Baenziger.

6
7 Council Member Laputka said that he looks at it from the perspective of mistakes and the costs
8 associated with having to find a new manager because a poor choice was made. He suggested that a
9 professional screening process would be worthwhile in order to minimize the risk.

10
11 Council Member Rasch spoke in support of Baenziger stating, "It's a whole lot cheaper to do this
12 than it is to pay somebody when we find out we've got the wrong person."

13
14 Council Member Mahoney stated that his first impression was similar to that of Council Member
15 Abraham. However, he said that he also agrees with Council Member Laputka. He reminded
16 Council of the expenses incurred in the last manager transition and said that he supports the
17 proposal.

18
19 Mr. Murray advised that at this time, he just needs Council direction to bring back a contract with
20 the Baenziger firm.

21
22 **It was the consensus of Council that Mr. Murray return to the next**
23 **meeting with a contract to retain the services of Colin Baenziger for**
24 **the City Manager search.**

25
26 **9. NEW BUSINESS:**

27
28 Vice Mayor Allebach said that he would like a discussion item regarding zoning in the areas
29 surrounding the high school. He suggested that once the beltway is done, the area will not be suited
30 for residential and it is time to start planning for future development.

31
32 **10. REPORTS**

33
34 **A. City Manager**

35
36 Mr. Murray announced that Elaine Wilson has been appointed Interim Development Services
37 Director. He stated, "We look forward to Elaine's continued excellent work that she does for this
38 City."

39
40 Mr. Murray advised that the stoplights at Harley Strickland and Threadgill would be installed soon at
41 a final cost of \$77,700. Construction should begin next week with installation completed prior to the
42 beginning of the holiday shopping season. The project will also synchronize all of the lights in the
43 area.

44