

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.**

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**SECTION 2.** That all Resolutions or parts of Resolutions in conflict herewith be and the same are hereby repealed.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

no

Anthony Pupello

no

Gary A. Blair

yes

Tom Abraham

no

Tom Laputka, *Vice Mayor*

yes

Jeff H. Allebach

yes

Harley Strickland, Mayor


yes

ADOPTED THIS 10<sup>th</sup> DAY OF November, 2009.


ATTEST:

  
Deborah J. Renner, City Clerk

AUTHENTICATED:

  
Harley Strickland, Mayor

This Resolution approved  
as to form and legal sufficiency:

  
William Reischmann, City Attorney

**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,

City of Orange City  
Contract for Executive Search Services

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.

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:   
RONALD P. BANNER  
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

BY:   
CITY ATTORNEY

PROVIDER:

  
COLIN BAENZIGER or DAVID COLLIER  
COLIN BAENZIGER AND ASSOCIATES

## *COLIN BAENZIGER & ASSOCIATES*

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*Visit our website at: [www.cb-asso.com](http://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:

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Harley Strickland, Mayor

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Date

City of Orange City  
Contract for Executive Search Services

**EXHIBIT "A"**

**STATEMENT OF QUALIFICATIONS AND PROPOSAL**  
**COLIN BAENZIGER AND ASSOCIATES**

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

**STATEMENT OF QUALIFICATIONS AND PROPOSAL**

**FROM**

**COLIN BAENZIGER & ASSOCIATES**

**TO**



**ORANGE CITY, FL**

***Colin Baenziger & Associates***

Contact Person: **Colin Baenziger**  
12970 Dartford Trail – Suite 8  
Wellington, FL 33414  
(561) 707-3537  
e-mail: [colin@cb-asso.com](mailto:colin@cb-asso.com)

*...Visit Our Website at: [www.cb-asso.com](http://www.cb-asso.com)*

**EXECUTIVE RECRUITMENT SERVICES**  
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September 9, 2009

The Honorable Mayor Harley Strickland, Vice Mayor Jeff H. Allebach and Council Members  
Tom Abraham, Tom Laputka, Jim Mahoney, Paul Rasch and Donald C. Sherrill  
**c/o Chester Murray, Interim City Manager**  
City of Orange City  
229 East Graves Avenue  
Orange City, FL 32763

Dear Mayor Strickland, Vice Mayor Allebach and Council Members Abraham, Laputka,  
Mahoney, Rasch and Sherrill:

Colin Baenziger & Associates (CB&A) appreciates the opportunity to submit our Statement of Qualifications to you so that we might assist in finding your next City Manager.

We at CB&A pride ourselves on providing not just high quality results, but equally important, we pay personal attention to each of our local government clients. To conduct a proper recruitment, we feel the project manager must do more than just drop by occasionally. He/she must get to know the appropriate government officials personally and the community firsthand. That takes time and effort, but it is the only way to ensure the candidates we recommend are well qualified and a good fit for your community. As a result, we only take a few clients at a time and focus on getting the job done properly. It should also be noted that recruiting for the public sector is very different from the private sector. The process and results are much more public and mistakes cannot be hidden. Consequently, we have developed a virtually foolproof approach that assures our client of the highest caliber individual.

While selecting key personnel is never easy, CB&A has developed a process that has been tested nationwide and found to be extremely effective. Not only do we offer unparalleled service at a reasonable price, we focus on finding just the right people for your organization. We say people, and not person, because our goal is to bring you five finalists who are so good that you will have a difficult time choosing among them. The proof is in the fact that five of our local government clients (including St. Johns County, FL) have passed resolutions thanking us for our outstanding efforts in finding their managers. We do not know how often you have passed a resolution thanking a consulting firm for its efforts, but we have rarely seen it happen. Our goal, in fact, would be for the City to be our next client to pass such a resolution. We might add that two of our placements were selected as Florida's City Manager of the Year (in 2006 and in 2008).

Here in Florida, our success has been stunning. Since May of 2005, we have been selected to perform 48 of the 66 searches for city and county managers where a recruiting firm was retained. Some of our many successful searches include Coral Gables, Destin, Fernandina Beach, Mount Dora, New Smyrna Beach, Ocala, Palm Bay, Palm Beach Gardens, Palm Coast, Stuart and West Melbourne. We have also conducted county manager searches for Baker, Brevard, Clay, Flagler, Martin, Osceola, Seminole and St. Johns Counties. Our current searches include the city managers for Roanoke, VA, and a Health and Human Services Director for St. Johns County.

We look forward to formally presenting our credentials and working with you in the near future. If you have any questions, please feel free to contact me at (561) 707-3537.

Sincerely,



Colin Baenziger  
Principal

*... Serving Our Clients with a Personal Touch*

## *I. Profile of Colin Baenziger & Associates*

### *The Firm, Its Philosophy & Its Experience*

Established in 1996, Colin Baenziger & Associates (CB&A) is a strategic partnership of independent consultants that combines the expertise necessary to satisfy a client's needs. Although our primary focus is executive search, we are also often involved in operational reviews of governmental operations. We are headquartered in Palm Beach County, Florida, but many of our consultants live and work in other areas of the state and the country, converging on the location where the client's needs exist. We develop an operational plan prior to arrival, and our team of experts quickly studies the issues, identifies problems and opportunities, performs the necessary analysis, prepares reports and action plans, and completes the assignment swiftly. The client receives prompt, professional service, and its needs are effectively addressed. We are available for follow-up work, but our goal is to perform the assignment in such a way that existing staff can implement the action plans without additional outside assistance.

Colin Baenziger & Associates has an outstanding reputation which is derived from our commitment to quality. Our work is not done until you are satisfied. That means we go the extra mile and, at times, expend more effort and energy than originally anticipated in our fee or in our action plan. We accept these situations as part of our business because we firmly believe that when a contract is signed, we have an obligation to fulfill its requirements with excellence and within the budgeted amount.

Since 2002, we have focused on executive search for local governments. During that period we have conducted searches and/or related work for clients in nine states. In our home state, we dominate the market performing a little over 70% of the City and County Manager searches where the government uses a recruiting firm to find its next manager. Since 2004, CB&A has performed over fifty City and County Manager searches, primarily in the Southeastern United States.

### *Our Services:*

#### ***Human Resources***

Executive Search  
Background Checks  
Position Descriptions/Classification Studies  
Compensation Studies  
Personnel Policies/Procedures Reviews  
Employee Handbooks

#### ***Additional Services***

Preparing Grant Applications  
Grant Monitoring Systems and Controls  
Start-up Assistance to New Cities

#### ***Operational Reviews***

Performance Improvement  
Contract Compliance Reviews  
Project Management  
Performance Measurement Systems  
Standard Operating Procedures Manuals  
Staffing Assessments

#### ***Planning***

Strategic Planning  
Operational Planning  
Project Planning

## *I. Profile of Colin Baenziger & Associates (continued)*

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### *Litigation*

Colin Baenziger & Associates has never been involved in any litigation, except to testify as an expert witness on behalf of one of the parties. Its performance has never been questioned.

### *Drug-Free Workplace Certification*

Colin Baenziger & Associates complies with the provisions of Drug-Free Workplace laws and informs all its employees and subcontractors that it is a drug-free workplace. These individuals are made aware of the dangers of drug abuse, the firm's policies concerning drug abuse, available counseling, and the sanctions CB&A may impose if the employees use drugs in the workplace. As a condition of employment, either as an employee or as a subcontractor, our personnel must abide by our policy and must notify us of any conviction or pleas of nolo contendere to drug charges.

### *Insurance*

To protect our clients, Colin Baenziger & Associates maintains the following insurance coverages: (1) general liability insurance of \$1 million combined single limit per occurrence for bodily injury, personal injury and property damages, (2) automobile liability insurance of \$1 million per accident, and (3) professional liability insurance of \$1 million per occurrence. As a small firm, with less than five employees, we are not normally subject to the requirements for workers compensation and employer liability insurance. If required by the client, and if it is available to us, we will obtain these two coverages prior to contract execution.

### *Completion of Projects within Budget*

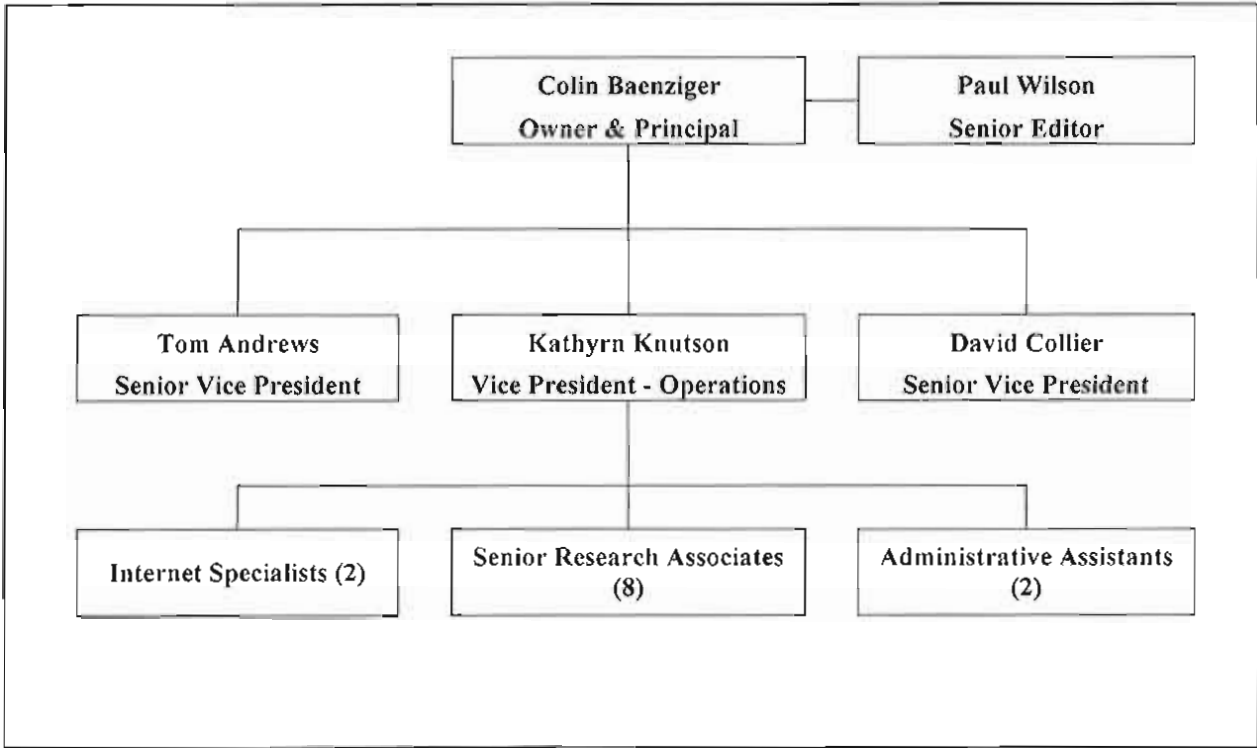
Colin Baenziger & Associates is proud of its record of completing searches within budget. When we quote a price to the client, that price is what the client will pay, no matter how difficult the search is or what unforeseen circumstances may develop. We have never asked a search client for additional fees, even when we were probably entitled to do so.

### *Completion of Project on Schedule*

Since Colin Baenziger & Associates has been performing recruitments, it has a remarkable record of achievement in meeting our project schedules. In fact we have never missed a project milestone or benchmark. However, the executive search business involves people, and people are not always predictable. For example, when Monroe County and its first choice for county manager could not reach agreement on contract terms, we repeated the search. We did not miss a project milestone, but the search took five months instead of three.

*I. Profile of Colin Baenziger & Associates (continued)*

*Organizational Structure*



*Some of CB&A's Clients...*



*City of Chandler, AZ*

*Public Works Director*



*Polk County, IA*

*County Administrator*



*City of Greensboro, NC*

*City Manager*



*Town of Sewall's Point, FL*

*Town Manager,  
Building Official,  
Chief of Police*

## ***II. What Sets Colin Baenziger & Associates Apart***

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### ***II. What Sets Colin Baenziger & Associates Apart***

Since 1996, Colin Baenziger & Associates (CB&A) has developed an extensive municipal practice, the key element of which is executive search. Our first search was conducted for the City of Lauderdale Lakes, FL in 1997. Briefly stated, we believe that the City would be wise to select us because:

#### ***Experience and Approach***

- We recruit nationally, but we have each of our recruiters focus on a specific area of the country. As a result, we are extremely knowledgeable in conducting recruitments in specific regions, and it shows in our success. For example, since May 2005, we have been selected to conduct 48 of the 66 city and county manager recruitments where Florida local governments have used a recruiter.
- Our lead recruiter is Colin Baenziger. He has served as a city manager and an elected official for a community of 22,000. He can thus relate to both appointed and elected officials and speaks their language. Dave Collier (associate project manager) has served as a city and county manager in Florida, Kansas and Michigan. Tom Andrews (recruitment manager) is the former county manager for Fulton County, GA, and Ann Arundel County, MD.
- CB&A knows many of the country's professional managers personally. We have an extraordinary talent for determining who fits well in which situation and who does not.
- We tailor our approach to the needs of the community. Once we fully understand the elected body, the community and the issues, we aggressively seek the candidates who are right for the County.
- We can move quickly. Utilizing a true executive search approach, as we did in Manalapan, we can have a short list of candidates within two to four weeks. Advertising nationally normally adds four weeks to the process.
- The caliber of our work is better. Because we have not conducted hundreds of searches and we depend on word of mouth advertising, our reputation is critical to us.
- We continue to work with you after the position is filled. If issues arise six or twelve months later between the employee and employer, we will assist the parties in working through them at no additional charge.
- We are less costly, and not because we do less. In fact, we do much more than our competitors. We have focused our efforts on minimizing our overhead. We simply do not have the expenses other firms do, and we can pass the savings on to you.
- Finally, although we move quickly, we do not rush the process. We carefully evaluate every potential candidate, scrutinize background information, and make sound recommendations to the client

## ***II. What Sets Colin Baenziger & Associates Apart*** (continued)

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### ***Results:***

On the preceding page, we outlined what sets us apart. The proof, however, is in the results we have achieved. Specifically:

- Our clients are extremely satisfied with our work. In fact five of them have passed resolutions thanking us for our extraordinary efforts recruiting their managers.
- No matter how complicated the search became or what unforeseen circumstances arose, we have never asked a client for additional monies beyond the fee we initially quoted.
- We have become recognized as a leader in municipal recruiting, and we are frequently called upon to speak at the conferences of the League of Cities, the local city and county management associations and the other professional bodies.

### ***Warranty:***

Colin Baenziger & Associates offers the best warranty in the industry. We can offer it because we have confidence in our work. Specifically, provided the City selects from among the candidates we recommend, we warrant the following:

- 1) We will not approach the selected candidate for any other position as long as the individual is employed by the City as its City Manager.
- 2) If the manager leaves for any reason other than an act of God within the first year, CB&A will repeat the search at no charge. If the City Manager leaves during the second year – again, for any reason other than an act of God - we will repeat the search for the cost of our expenses only.
- 3) If the City is not satisfied with any of the candidates presented, CB&A will repeat the search until you are satisfied.
- 4) Our price is guaranteed and will not be exceeded for any reason, even if the conditions under which this contract is issued changes.

### ***Summary:***

Colin Baenziger & Associates is the firm you should select to conduct your search because we are knowledgeable and effective while also being less costly. We are extremely adept at determining who is a good fit for your city and will find the best person to serve as your next manager for the long term. Further, we complete our work on time and on budget.

*Additional CB&A Clients...*



*Tampa Bay Water Authority (serving  
2,400,000 people)*

*General Manager*



*City of Cottonwood Heights, UT*

*City Manager*



*Town of Jupiter Island, FL*

*Town Manager,  
Building Official,  
Assistant Utility Director*



*City of Sunny Isles Beach, FL*

*City Manager,  
City Engineer,  
Assistant Director, Public Works*

### ***III. Search Methodology – The Outline***

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#### ***III. Search Methodology – The Outline***

The following outlines briefly the approach Colin Baenziger & Associates utilizes doing an executive search for a City Manager. Additional detail can be provided if requested. What is presented is the strategy we have found to be most effective during our years of recruiting.

##### ***Phase I: Recruiting***

- Colin Baenziger begins interviewing elected officials to understand the job and its challenges. Specifically, the purposes of these interviews will be: 1) get to know the elected officials, 2) understand the issues the next manager will face, 3) understand the elements of the job and the work environment, 4) develop a description of the ideal candidate, 5) determine the desired compensation, and 6) finalize the project schedule (see Section IV for a typical schedule).

It is important for CB&A to understand the community, its government officials and the job when we recruit candidates. We need to be able to sell the candidate on the job and the environment, but we also must provide an accurate picture of the opportunity. We do not want to have the candidate surprised and then leave.

We will then develop the recruitment profile and forward it to you for review. Once we have incorporated your comments, we will submit the recruitment profile to appropriate publications and Web sites. We will contact members of professional organizations such as the International City/County Management Association (ICMA), Florida League of Cities, Ken Small's CM's and so on. We will also post it on our Web site, [www.cb-asso.com](http://www.cb-asso.com).

- We will review our databases for not just qualified, but outstanding applicants for the position.
- We will e-mail the recruitment profile to the almost 8,000 local government professionals in our recruiting database.
- We will actively search for, identify, and recruit outstanding candidates who are best suited for the position. To do so, we will use our network and consult our database of quality managers and administrators.

##### ***Phase II: Screening***

- We will receive resumes by a specified closing date. We request that candidates submit resumes in digital form, and if requested, we can forward copies to you easily.

### ***III. Search Methodology – The Outline*** (continued)

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- Based on our most recent recruiting efforts, we anticipate receiving resumes from 40 to 60 applicants. We will analyze the resumes and interview the most qualified candidates. From these, we will select the best eight (8) to ten (10).

The next step will be to conduct a thorough assessment of the leading candidates' abilities, experience, and credentials. This process will include in-depth in-person interviews and thorough reference and background investigations. It should be noted when we conduct investigations we do not simply accept and speak with references the candidates suggest. We tell the candidates to whom we want to speak. These include the their current and former elected officials, the municipal attorney, the external auditor, staff members, news media representatives, the director of the local chamber of commerce, and others who know the candidate. We also conduct criminal, civil, driver license, Internet/newspaper archive, and credit checks, and we verify employment history and education.

*We believe these checks should be completed early in the process so that the client knows the individuals to be interviewed are top performers and do not have anything embarrassing in their pasts that might come to light after selection.*

- In our final report, we will recommend the five (5) to eight (8) best candidates for the City to review. This report will come in a semifinalist background notebook which will include the following for each candidate: his/her resume, a written summary of CB&A's interviews with the candidate, the results of our investigations into each candidate's background, reference checks, and our Internet/newspaper archives results. The background notebook will also include a section providing advice on interviewing candidates and possible questions. Topics to avoid will also be discussed. Typically, 30 to 40 percent of our semifinalists are females and/or minorities.
- While we could select the individuals for the county to interview, we prefer you, as the City's elected officials, select the finalists from the semifinalist group. You know your organization and your community better than we ever will and may find things in the final report, which would be important to the county that a recruiter might miss. Once you have had the opportunity review the materials, we will meet with you and answer any questions you might have. Finally, the elected officials will select the candidates to be brought to the county for a personal interview.

#### ***Phase III: Interview Process Coordination and Manager Selection***

- We will attend, coordinate, and guide the interview process. We recommend that the elected officials see the candidates in three settings. The first would be informal, such as a reception on a Thursday or Friday evening, and would equate to a typical social function where the county manager might represent the community. The second would be one-on-one interviews with the elected officials the next day.

### ***III. Search Methodology – The Outline*** (continued)

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Finally, formal interviews in a public meeting would be conducted that afternoon. We also recommend that the candidates' spouses be invited to attend the reception, and that local Realtors provide the spouses with a tour of the community.

- Several days after the interviews are conducted, and after the elected officials have had the opportunity to consider what they have seen and heard, we will coordinate and guide the vote to select the successful candidate. We provide simple, easy-to-understand ballots, and the voting process avoids convoluted ranking systems.

#### ***Phase IV: Negotiation, Warranty and Continuing Assistance***

- If requested, we will work with designated officials on an advisory basis to assure the negotiation of a fair and reasonable contract. We recommend these negotiations proceed quickly and deliberately so that both parties can become comfortable with the contract and its terms. We have a standard contract we developed over the years, and at your request, we can offer assistance.
- We will notify those candidates not selected for the position. We typically contact everyone by telephone to inform them of their status. We also use e-mail, and frequently offer suggestions to the candidates to improve their resumes.
- We will remain in contact with you and provide any necessary assistance to ensure a strong relationship between the selected individual and the City.

**Communications** We will provide biweekly reports about the status of the search, in writing or by phone, depending upon your preference.

#### ***Samples of Promotional Materials:***

Most of our clients rely on a simple, well written recruitment profile such as the one we did for Greensboro which can be found on our firm's website at: [http://www.cb-asso.com/a\\_r/news/news\\_item.asp?NewsID=273](http://www.cb-asso.com/a_r/news/news_item.asp?NewsID=273). Samples of our more elaborate promotional materials can also be found on our firms' website at: [http://www.cb-asso.com/s\\_r.html](http://www.cb-asso.com/s_r.html).

*More CB&A Clients...*



*Baker County, FL*

*County Manager*



*City of Stuart, FL*

*City Manager*



*City of Fernandina Beach, FL*

*City Manager*



*City of Oviedo, FL*

*City Manager*

## ***Proposed Project Schedule***

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### ***IV. Proposed Project Schedule***

The following outlines a possible schedule for the search if we were to be awarded the contract at the City Council meeting on September 22, 2009. We recognize that the schedule may need to be adjusted depending on the availability of the elected officials. We can also shorten or lengthen the schedule, if the City desires.

#### ***Phase I: Recruiting***

September 29<sup>th</sup>: Colin Baenziger begins interviewing elected officials and other suggested stake holders to understand the job and its challenges. Specifically, the purposes of these interviews will be to: 1) get to know the elected officials, 2) understand the issues the next manager will face, 3) understand the elements of the job, 4) develop a description of the ideal candidate, 5) determine the desired compensation, 6) develop selection criteria and 7) finalize the project schedule.

Colin Baenziger begins drafting the recruitment profile for publications and prospective candidates.

October 5<sup>th</sup>: CB&A submits the draft of the full recruitment profile to the City for its review. Comments will be due back by October 9<sup>th</sup>.

October 10<sup>th</sup>: CB&A posts the full recruitment profile on its website and submits it to the appropriate publications. It is also e-mailed to approximately 8,000 local government professionals.

November 6<sup>th</sup>: Closing date for submission of applications.

#### ***Phase II: Screening***

December 7<sup>th</sup>: CB&A forwards the semifinalist materials to the City. These will include the candidates' resumes, a summary of our interviews with the candidates, the results of our background and reference checks, and Internet/newspaper archives results. Materials arrive on December 8, 2009.

December 15<sup>th</sup>: CB&A meets with City's elected officials individually to review the semifinalists

At a brief special meeting, the City Council selects five finalists.

***Proposed Project Schedule*** (continued)

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***Phase III: Interview Process Coordination and Manager Selection***

- January 8<sup>th</sup>: City holds reception for candidates and spouses
- January 9<sup>th</sup>: Elected officials interview candidates.
- January 12<sup>th</sup>: City selects its next City Manager at its regular meeting.

***Phase IV: Negotiation, Warranty & Continuing Assistance***

- Post Selection: If requested, CB&A works with city officials on an employment agreement. Typically this process takes a week to two weeks before a new contract is ratified.
- C&BA also will stay in touch to ensure the council-manager relationship is a strong one.

*V. The City's Obligations*

City will be responsible for providing the facilities for the interview process, coordinating lodging for candidates from outside the area, and making arrangements for the evening reception. The City will also be responsible for reimbursing the candidates for all expenses associated with their travel, meals and incidentals for the interview weekend.

CB&A also expects the city staff to provide the following information to each of the finalists: the current year budget, an organizational chart, the latest completed audit and management letter, any current strategic and long range plans, a copy of the City Charter, any job descriptions and other materials defining the role and duties of the City Manager, and any evaluations of the organization completed in the last year. Once the finalists have been selected, your staff will mail this material to them. We may jointly determine that other relevant materials should also be provided.

CB&A would like to attend every meeting of the elected officials during our assignment, but regular attendance is probably not possible. Consequently, we would appreciate staff forwarding copies of any videos or audiotapes of meetings we cannot attend. Finally, we recommend that your law enforcement agency should run an NCIC<sup>1</sup> check on the candidates as backup to our criminal records checks. We simply do not have access to the NCIC database, and it is the most comprehensive such database available.

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<sup>1</sup> Since we are not a law enforcement agency, we do not have access to the NCIC database. We believe our investigations are complete, but an NCIC review serves as a cross-check to our work.

## ***Fee and Warranty***

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### ***VI. Fee & Warranty***

#### **Fee**

Colin Baenziger & Associates proposes to conduct the work outlined in this proposal for a firm fixed fee of \$21,500, ***including all our expenses and costs***, except those associated with the personality / emotional / work style assessment and the interview weekend. All our travel costs and the costs of the background checks are included in the firm, fixed fee as well and hence not quoted separately. The cost of the testing can be as low as \$200 per candidate and as high as \$600 depending on which of the tools the City selects.

We will bill the fee as the phases are completed and according to the following schedule:

Phase I: Recruiting	\$ 9,000
Phase II: Screening	9,000
Phase III: Interview Process Coordination and Manager Selection	2,225
Phase IV: Negotiation, Warranty & Continuing Assistance	1,250

The above fees are not scientifically calculated but are based on our experience and what we have determined we need to charge to remain profitable. They are divided according to our approximate cost outlay. If you ask us to perform work that is clearly beyond the scope of the RFP, it will be billed at a rate of \$125 per hour. No such work will be performed without your written authorization. Please note that we have never billed - nor requested - additional funds beyond our originally quoted fee for a city or county manager search, even when we were probably entitled to it.

#### **Warranty**

Colin Baenziger & Associates offers the best warranty in the industry. We can offer it because we have confidence in our work. Provided the elected officials select from among the candidates we recommend, we warrant the following:

- 1) We will not approach the selected candidate for any other position as long as the individual is employed as your City Manager.
- 2) If the selected individual leaves for any reason other than total incapacitation or death within the first year, CB&A will repeat the search at no charge. If he/she departs during the second year for any reason other than incapacitation or death, we will repeat the search for the reimbursement of our expenses only.
- 3) If you are not satisfied with any of the candidates we present, CB&A will repeat the search until you are satisfied.
- 4) Our price is guaranteed and will not be exceeded for any reason, even if conditions change after the contract is executed.

## *VII. Project Team Qualifications and Staffing*

### *A. Project Team and Involvement* (Resumes for key staff follow)

CB&A is an experienced recruiting firm and strongly believes that the majority of the search work should be conducted by one knowledgeable person. Colin Baenziger will be that person, and he will serve as project manager. He will conduct the interviews with the elected officials, search for strong candidates, discuss the position with those candidates, recruit them, conduct the interviews with the candidates, conduct the background investigations, oversee the interview process, and assist with the contract negotiations. Mr. Baenziger holds a bachelor's degree from Carleton College and a master's degree with distinction from Cornell University's Graduate School of Management. In addition to 15 years as a consultant, Mr. Baenziger spent 10 years in government as a senior manager.

Tom Andrews, senior vice president, will serve as associate project manager and support for Mr. Baenziger. He will assist in the search for strong candidates and candidate evaluation. He will also serve as back-up to Mr. Baenziger. Before joining the firm, Mr. Andrews served as County Administrator for Fulton County, Georgia, and in a number of high level county and state positions in Maryland. Mr. Andrews has recently assisted with our searches for the Deputy City Manager for Durham, NC, the county administrator for Polk County, IA, the budget director search for St. Petersburg and the finance director for Tamarac.

David Collier, senior vice president, will serve as recruitment manager. Mr. Collier will oversee the recruitment of candidates for the position and assist in their screening. Mr. Collier has over 30 years experience as a local government manager. He earned his bachelor of arts degree in economics and his master's degree in public administration from the American University in Washington, D.C. He has also served as president of the Maryland City Managers Association and the Florida Association of County Administrators.

Kathryn Knutson, vice president for operations will be responsible for coordinating the advertising and production of the materials we will present to the county as described in the Recruitment Approach.

## *The Project Team*

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### *Colin Baenziger, M.P.A.*

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**Principal**

Colin Baenziger is a student of local government and responsible for the executive recruitment functions at Colin Baenziger & Associates. Over the years, he has worked with a number of cities on recruitments, and on management, operational, and organizational issues. As a former manager and someone who actively consults with governments in South and Central Florida, he understands what it takes to do the manager's job, and to do it effectively. Furthermore, because he is active in the Florida City/County Managers' Association and in the Broward and Palm Beach County's Leagues of Cities, he knows many of the state's managers on a first name basis.

Some of Mr. Baenziger's searches for local governments include:

- Executive Director, Onslow [County, NC] Water and Sewer Authority (serving a population of 160,000) in 2009
- City Manager, Cottonwood Heights, UT (population 34,000) in 2004,
- City Manager, Miami Gardens, FL (population 101,000) in 2004
- City Manager, Ocala, FL (population 52,000) in 2008,
- County Manager, Polk County, IA (population 400,000) in 2007,
- City Manager, Palm Coast, FL (population 51,000) in 2006,
- General Manager, Tampa Bay Water Authority (serving a population of 2.4 million), and
- Public Works Director, Chandler, AZ (population 250,000) in 2007

Other recent efforts include a strategic planning session for the Florida Association of Special Districts, an operational review of Tamarac's water utility, a business practices review for a division of Martin County government, an operational reconciliation for Palm Beach County, and a review of financial procedures for a division of the Marriott Corporation.

Mr. Baenziger has a Master's Degree with Distinction in Public Administration from Cornell University's Graduate School of Management, and a Bachelor of Arts degree from Carleton College. He is also active in the International City Management Association and Leadership Palm Beach County, the Palm Beach and Broward County Leagues of Cities. He has also been called upon frequently to speak at conferences of the Florida League of Cities, the Utah and Florida City/County Managers' Associations, and the Florida Public Personnel Association.

## ***The Project Team***

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### ***Tom Andrews, M.S.***

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#### **Senior Vice President**

Tom Andrews is CB&A's management guru. With over 30 years management experience spanning federal, state and local governments, he has been there, done that. With his no-nonsense approach to problem solving and his keen ability to recognize management talent and leadership potential, he is an asset to any client. His talent for mentoring has resulted in former employees occupying senior positions in local government from Maryland to Florida.

In addition to his comprehensive and successful experience as a generalist, Tom possesses technical expertise in water resources management, environmental regulation, and public health programming.

Some of the top leadership positions that Tom has held include:

- County Manager of Fulton County, the largest and most populous local jurisdiction in Georgia.
- Chief Administrative Officer for Anne Arundel County, Maryland.
- County Health Director for Anne Arundel County, Maryland.
- Deputy Secretary, Maryland Department of the Environment.
- Assistant Secretary, Maryland Department of Natural Resources.
- Director, Maryland Water Resources Administration.
- Chief of Staff for Maryland Acting Governor Blair Lee III.
- Program Director, National Marine Fisheries Service.

In addition, Tom has conducted numerous leadership seminars for state and local government mid-level managers. This fall he will top it off by teaching graduate level public administration courses.

Mr. Andrews earned his Bachelor of Science degree in Biology from Miami University in Oxford, Ohio, and his Masters degree in Natural Resources Administration from the Institute of Public Administration of the University of Michigan. He has been a member of the Georgia County-City Managers Association, the Association County Commissioners of Georgia, and the National Association of Counties. Mr. Andrews has also served as President of the Maryland Association of County Health Officers, Member of the Anne Arundel County YMCA Board of Directors and President of the Providence Center Board of Directors, a private non-profit agency serving the developmentally disabled in Maryland.

## ***The Project Team***

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### ***Dave Collier, M.P.A.***

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#### **Senior Vice President**

Dave Collier brings to the client over 30 years of management experience in county and city government. Since there is not much that he has not seen previously, Dave quickly produces efficient and effective solutions to problems for his clients.

One of Dave's specialties is executive search. With his many years experience, he can quickly separate the wheat from the chaff and find the right person to join your senior staff or be your department head. He also has successfully conducted organizational reviews, sessions in team building and strategic planning workshops. Just as importantly in this day and age of the pressure to lower taxes, he has developed strategies and action plans for coping with the tough financial problems that local government often experience.

Dave has overseen the recruitment and selection of:

- Public Works Director, Recreation Director, and Police Chief for a Florida coastal city;
- Environmental Resources Director for St. Lucie County, FL,
- Finance Director for a mid-sized Florida city;
- Library Director for a progressive Florida county;
- Airport Director and Human Resources Director of a large Michigan county;
- Utilities Director for a Florida County; and
- Police Chief in a large Maryland county.

While serving as City Manager of Stuart, Florida for 14 years, he:

- Improved the professionalism of City Department Heads and staff through an emphasis on professional development and team building.
- Used his hands-on management style to emphasize the need for effective project management and maintaining tight timelines in order to show citizens that the city government was effectively managed and had a strong commitment to its customers.

Prior serving in Stuart, Dave was a County Manager in Florida, Kansas and Michigan. He also has extensive experience in local government consulting.

Mr. Collier earned his Bachelor of Arts degree in Economics and his Masters degree in Public Administration from the American University in Washington, D.C. He was a member of the International City/ County Management for over thirty years, served as President of the Maryland City Managers Association and the Florida Association of County Administrators. Mr. Collier is involved in his community as a member of the City of Stuart's CRA Advisory Board and as a Director of Stuart's Main Street Association.

## ***The Project Team***

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### ***Kathryn Knutson***

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#### **Vice President for Operations**

Ms. Knutson is a skilled professional with a wealth of public and private sector experience. Her particular expertise is in special projects, compensation surveys and background checks for our executive search candidates. She feels that each client must be properly served, and that can only be done by devoting her utmost attention to their particular concerns, and by finding creative ways to solve their problems. In her book, the client comes first.

Since beginning her working relationship as a subcontractor with Colin Baenziger & Associates, Ms. Knutson has been involved in virtually every executive search the firm has conducted. Some of the more notable ones include:

- City Manager, City of Marathon,
- County Manager, Polk County, IA
- Deputy City Manager, Durham, NC
- City Manager, Cottonwood Heights, UT
- City Manager, City of Miami Gardens,
- City Manager, City of Lauderdale Lakes,
- City Manager, Town of Bay Harbor Islands,
- Executive Director, Northern Palm Beach County Improvement District, and
- Village Manager, Village of Palmetto Bay.

As noted, a major part of Ms. Knutson's work has been on special projects. Two of the more significant ones that she has been involved in are:

- The firm's annual City Manager compensation survey for South and Central Florida managers. Our goal is to develop and maintain a database that will be the standard for City Manager contract comparisons. We have already been successful in South Florida and will be expanding it as we widen our search efforts.
- A review of the billing database for Palm Beach County Water Utilities. The utility's concern was possible under-billing, and we were retained to conduct an analysis of the situation. This work involved a review of billing records for reasonableness and consistency, as well as extensive work in the field. The project is still in its early stages, and it is far too early to determine the ultimate results, but our team has already found enough to pay its fee several times over.

Ms. Knutson's prior employment includes stints with Palm Beach County's Department of Building, Planning, and Zoning, and with the County Health and Rehabilitative Services. She has also worked with the State of Florida's Department of Corrections and with the State's Department of Employment Services. She has also been involved with a number of private and non-profit concerns, such as the Visiting Nurses Association and Oakwood Mental Health Center of the Palm Beaches. Ms. Knutson has an Associates Degree in Business Education from West Georgia College in Carrollton, Georgia.

*More CB&A Clients...*



*Osceola County, FL*

*County Manager*



*City of West Palm Beach, FL*

*Parks & Recreation Director,  
Fire Chief,  
Employee Relations Manager,  
Utility Director*



*City of Destin, FL*

*City Manager*



*Village of North Palm Beach*

*Village Manager*

## *References*

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### *VIII. References*

Colin Baenziger & Associates has completed approximately 70 City and County Manager searches in the past five years and more than 100 senior level local government management searches overall. Six are briefly discussed here. Additional references can be provided. In each case, we followed the same process as we outlined in this proposal.

#### *1. City of Destin, FL (population 11,200)*

**Contact:** Mayor Craig Barker at (850) 376-1400,  
City Manager Greg Kisela at (850) 837-4242, or  
Human Resources Director Chuck Garcia at (850) 837-4242.

Destin is located in the Florida Panhandle on the Gulf of Mexico near Eglin Air Force Base. Colin Baenziger & Associates' contract to find the City of Destin's **City Manager** was awarded on August 15, 2003 and the closing date for applications was September 26<sup>th</sup>. On November 3<sup>rd</sup>, the City Council selected Gregory Kisela, then an Assistant City Manager with the City of Fort Lauderdale, to be its next City Manager. Mr. Kisela was recently selected as Florida's City Manager of the Year for 2008.

#### *2. Mount Dora, FL (population 12,000)*

**Contact:** Council Member and former Mayor James Yatsuk at (352) 735-7186, or  
Human Resources Director Ken Bloom at (352) 735-7186.

Mount Dora is a popular tourist destination and known as the City of Festivals. CB&A was selected on May 17, 2005 to find Mount Dora's next **City Manager**. It was critical to the Council that the finalists all understand the character of the community and understand how to protect it in the face of growth. Interviews were conducted on July 29<sup>th</sup> and 30<sup>th</sup> with *Mike Quinn, formerly of Port Angeles, WA*, selected in August 2005.

#### *3. City Manager, Baker County, FL (population 27,000)*

**Contact:** Commission Chairman Alex Robinson at (904) 259-6682, or  
Ms. Ann Yarborough, Executive Secretary to the Board of County Commissioners at (904) 259-3613.

Baker County is a rural county about 30 miles west of Jacksonville, FL. CB&A was selected in late March 2006 to find highly qualified candidates from Florida to fill its **County Manager** position. The primary difficulty associated with the search was that the County did not want to pay a competitive salary. Interviews and a final selection were completed in mid-July. Joseph Cone, formerly the City Manager of Lake City, FL, was selected and remains with the County.

## References

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### 4. *City Manager, City of Ocala, FL (population 52,000).*

**Contact:** Council Member Daniel Owen at (352) 629-8401, or  
City Manager Rick Horst at (801) 330-2351

CB&A began its work on March 31, 2008, to conduct the **City Manager** search. We searched the nation for the right candidate and the Council, on July 22<sup>nd</sup> selected *Rick Horst, formerly the City Manager of South Jordan, UT*, to be its next City Manager.

### 5. *City Manager, City of Palm Coast, FL (population 51,000)*

**Contact:** Mayor Jon Netts at (386) 445-2121, or  
City Manager Jim Landon at (386) 986-3702.

CB&A was selected on May 23, 2006 to conduct the search for the next **City Manager**. Our effort involved seeking candidates throughout the country to locate the best people for the job. We then interviewed them, conducted thorough background checks, and recommended finalists. We also oversaw the interview and selection process. The City requested that the search progress so the next manager's arrival would coincide with the current manager's departure. Consequently, selection was made on November 7, 2006 and the contract approved on December 5, 2006. *James Landon, formerly City Manager for Richardson, TX*, was selected.

### 6. *City of Palm Bay, FL*

**Contact:** Contact Mayor John Mazzioti at (321) 952-3414,  
City Clerk Alice Passmore at (321) 952- 3413, or  
City Manager Lee Feldman at (321) 403-9818.

Palm Bay is located near Cape Canaveral on Florida's east coast. In July 2002, Colin Baenziger was selected by the City of Palm Bay to find its **City Manager**. Mr. Baenziger was asked to complete the process in 60 days. Our work included recruiting and advertising for candidates, conducting background checks, selecting the most qualified, recommending them for interviews, coordinating the interview process, and assisting in the contract negotiations. Interviews took place 62 days after the notice to proceed and selection was made on the 64<sup>th</sup> day. *Mr. Lee Feldman, then City Manager of North Miami* was selected and he is still employed by the city. Mr. Feldman was selected as Florida's City Manager of the Year in 2006.

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## Appendix A

### *Governmental Search Assignments*

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## ***Governmental Search Assignments***

*By Colin Baenziger & Associates*

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### **Contract Awarded, Assignments Pending**

**Office of the Attorney General, State of Arizona**

### **Currently In Process:**

**City Manager, Roanoke, VA (population 96,000)**

**Director, Personnel, Fulton County, GA (population 992,000)**

**Finance Director, Tamarac, FL (population 55,000)**

**Director, Health and Human Services, St. Johns County, FL (population 162,000)**

### **City and County Manager Level Completed Searches**

**City Manager, Bartow, FL (population 16,000) in 2007**

**City Manager, Casselberry, FL (population 25,000), in 2005**

**City Manager, Cooper City, FL (population 32,000) in 2008**

**City Manager, Coral Gables (population 43,000) in 2009**

**City Manager, Cottonwood Heights, UT (population 34,000), in 2004**

**City Manager, Dania Beach, FL (population 28,000) in 2009**

**City Manager, Deltona, FL (population 83,000) in 2006 and 2008**

**City Manager, Destin, FL (population 12,000) in 2003**

**City Manager, Doral, FL (population 24,000), in 2004**

**City Manager, Fernandina Beach, FL (population 11,000) in 2006**

**City Manager, Holly Hill, FL (population 13,000) in 2008**

**City Manager, Lake Worth, FL (population 30,000) in 2003 and 2007**

**City Manager, Lauderdale Lakes, FL (population 32,000) in 1998 and 2002**

**City Manager, Marathon, FL (population 11,500 in 2002 and 2004**

**City Manager, Miami Gardens, FL (population 101,000) in 2004**

**City Manager, Mount Dora, FL (population 12,000) in 2005**

**City Manager, New Smyrna Beach, FL, FL (population 23,000) in 2009**

**City Manager, Oviedo, FL (population 33,000) in 2008**

**City Manager, Ocala, FL (population 52,000) in 2008**

**City Manager, Palm Bay, FL (current population 101,000) in 2002**

**City Manager, Palm Coast, FL (population 71,000) in 2006**

**City Manager, Pompano Beach, FL (population 101,000) in 2007**

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## *Governmental Search Assignments* (continued)

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**City Manager**, Riviera Beach, FL (population 37,000) in 2009

**City Manager**, Stuart, FL (population 17,000) in 2006

**City Manager**, Sunny Isles Beach, FL (population 17,000) in 2006

**City Administrator**, Tavares, FL (population 11,000) in 2006

**City Manager**, West Melbourne, FL (population 15,000) in 2009

**City Manager**, West Park, FL (population 12,000) in 2005

**County Manager**, Baker County, FL (population 27,000) in 2006

**County Administrator**, Bay County, FL (population 158,000) in 2005

**County Manager**, Brevard County, FL (population 536,000) in 2009

**County Administrator**, Broward County, FL (population 1,800,000) in 2006

**County Administrator**, Clay County, FL (population 160,000) in 2005

**County Manager**, Flagler County, FL (population 83,000) in 2007

**County Administrator**, Highlands County, FL (population 98,000) in 2008

**County Administrator**, Martin County, FL (population 140,000) in 2005

**County Administrator**, Monroe County, FL (population 80,000) in 2004

**County Administrator**, Nassau County, FL (population 60,000) in 2004

**County Administrator**, Okeechobee County, (population 39,000) in 2008

**County Manager**, Osceola County, FL (population 235,000) in 2007

**County Administrator**, Polk County, IA (population 400,000) in 2007

**County Manager**, Seminole County, FL (population 410,000) in 2006

**County Administrator**, St. Johns County, FL (population 162,000) in 2007

**Town Manager**, Buckeye, AZ (population 32,000) in 2006

**Town Manager**, Bay Harbor Islands, FL (population 5,200) in 2003 and 2007

**Town Manager**, Cutler Bay, FL (population 35,000) in 2006

**Town Manager**, Dundee, FL (population 3,000) in 2006 and 2009

**Town Manager**, Fort Myers Beach, FL (population 6,900) in 2006 and 2008

**Town Manager**, Juno Beach, FL (population 3,600) in 2005

**Town Manager**, Town of Jupiter Island, FL (population 654) in 2005

**Town Manager**, Lake Park, FL (population 9,100) in 2001 and 2003

**Town Manager**, Lantana, FL (population 9,600) in 2000

**Town Manager**, Mangonia Park, FL (population 1,400) in 2001

**Town Manager**, North Topsail Beach, NC (population 843) in 2008

**Town Manager**, Sewall's Point, FL (population 2,000) in 2006

**Village Manager**, Islamorada, Village of Islands, FL (population 7,500) in 1999 and 2005

**Village Manager**, Key Biscayne, FL (population 11,000) in 2007

**Village Manager**, North Palm Beach, FL (population 12,500) in 2004, 2005 and 2007

**Village Manager**, Palmetto Bay, FL (population 24,000) in 2003

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## *Governmental Search Assignments* (continued)

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### Completed Searches – Other Municipal Positions

**Assistant Village Manager**, Islamorada, Village of Islands, FL (population 7,500) in 1998

**Assistant City Manager**, Lake Worth, FL (population 30,000) in 2004

**Assistant City Manager**, Tamarac, FL (population 55,500) in 2001

**Assistant City Manager**, West Palm Beach, FL (population 89,000) in 2004

**Deputy City Manager**, Durham, NC (population 220,000) in 2009

**Budget Director**, St. Petersburg, FL (population 248,000) in 2009

**Building Official**, Miami Beach, FL (population 91,000) in 2005

**Building Official**, Jupiter Island, FL (population 580) in 2005

**Building Official**, Sewall's Point, FL (population 2,000) in 2006

**Building Official**, Tamarac (population 55,000) in 2008

**City Attorney**, West Melbourne, FL (population 15,000) in 2008

**City Clerk**, Lauderdale Lakes (population 32,000) in 1998

**Community Development Director**, Miami, FL (population 362,000) in 2008

**Community Development Director**, Tamarac, FL (population 55,500) in 2007

**District Manager**, Holiday Park Recreation District (population 1,400) in 2007

**Director, Office of Economic and Workforce Development**, Durham, NC (population 220,000) in 2009

**City Engineer**, Gulfport, MS (population 90,000) in 2008

**City Engineer**, Sunny Isles Beach, FL (population 17,000) in 2006

**Deputy County Engineer**, Martin County, FL (population 140,000) in 2006

**Assistant City Engineer**, Melbourne, FL (population 75,000) in 2008

**Environmental Resources Director**, St. Lucie County, FL (population 261,000) in 2009

**Executive Director**, Northern Palm Beach Improvement District, Palm Beach Gardens, FL (population 200,000) in 2003

**Executive Director**, Florida Keys Aqueduct Authority, Key West, FL (population served of 90,000) in 2003

**Executive Director**, Onslow Water and Sewer Authority (Jacksonville, NC) (pop. 160,000) in 2009

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## *Governmental Search Assignments* (continued)

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**Finance Director**, Tamarac, FL (population 55,500) in 2005

**Finance Director**, Fort Walton Beach, FL (population 20,000) in 2006

**Finance Director**, Lauderdale Lakes (population 32,000) in 1998

**Fire Chief**, Lauderdale Lakes, FL (population 32,000) in 1999

**Fire Chief**, West Palm Beach, FL (population 89,000) in 2005

**General Manager**, Tampa Bay Water (population served 2,400,000) in 2008

**General Manager**, North Sarasota Redevelopment District, City of Sarasota (population 53,000) in 2008

**Growth Management Director**, Tamarac, FL (population 55,500) in 2006

**Growth Management Director**, St. Lucie County, FL (population 261,000) in 2005

**Human Resources Administrator**, Martin County, FL (population 140,000) in 2007

**Personnel Director**, North Miami, FL (population 56,000) in 2001

**Personnel Director**, Vero Beach, FL (population 17,900) in 2003

**Library Services Director**, St. Johns County, FL (population 162,000) in 2007

**Police Chief**, Sewall's Point, FL (population 2,000) in 2007

**Public Works Director**, Chandler, AZ (population 250,000) in 2007

**Public Works Director**, Tamarac, FL (population 55,500) in 2003

**Assistant Public Works Director**, Sunny Isles Beach, FL (population 17,000) in 2008

**Vice President of Public Works and Operations**, Ocean Reef Community Association (population 2,000) in 2001.

**Director, Registrations and Elections**, Fulton County, GA (population 992,000) in 2009

**Special Projects Coordinator**, Islamorada, Village of Islands, FL (population 7,500) in 1998

**Utilities Manager**, Dunes Community Development District, FL (population 2,400) in 2006

**Utilities Director**, Lake Worth, FL (population 30,000)

**Utilities Director**, Palm Bay, FL (population 101,000) in 2005

**Water Resources Manager**, St. Petersburg, FL (population 248,000) in 2008

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## Appendix B

*St. Johns County Resolution Thanking  
Colin Baenziger & Associates  
for Its Outstanding Work*

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Note: Additional Resolutions thanking CB&A for its outstanding efforts can be found at [www.cb-asso.com](http://www.cb-asso.com) under “Testimonials”

**RESOLUTION NO. 2007-23**

**A RESOLUTION OF THE COUNTY COMMISSION OF ST. JOHNS COUNTY, FLORIDA, THANKING COLIN BAENZIGER & ASSOCIATES FOR ITS OUTSTANDING EFFORTS IN CONDUCTING THE EXECUTIVE SEARCH FOR THE COUNTY'S NEW ADMINISTRATOR; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, St. Johns County retained Colin Baenziger & Associates (CB&A) to identify and recommend strong candidates to be the County Administrator;

**WHEREAS**, CB&A's staff worked diligently to find and produce excellent candidates, and then provided the County Commission with comprehensive materials concerning the candidates' aptitude, experience, background, complete and thorough interviews, references, extensive checks of criminal, civil and financial history, verification of employment and education, and exhaustive reviews of Internet and newspaper archives of these candidates; and

**WHEREAS**, CB&A's process was completely open, fair and unbiased and was extremely well received by the County Commission, county staff, the press, and the public; and

**WHEREAS**, the County Commission wishes to express its gratitude to Colin Baenziger & Associates for its efforts on behalf of the county;

**NOW BE IT THEREFORE RESOLVED BY THE COUNTY COMMISSION OF ST. JOHNS COUNTY, FLORIDA AS FOLLOWS:**

**Section 1: Recitals.** The preceding recitals are true and correct and are incorporated herein by this reference.

**Section 2: Acknowledgement.** The County Commission wishes to express its sincere appreciation and gratitude to Colin Baenziger & Associates for its outstanding work and effort in assisting the county in finding its County Administrator.

**Section 3: Effective Date.** This resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 21 day of August, 2007.

**ATTEST: Cheryl Strickland, Clerk**

**BOARD OF COUNTY COMMISSIONERS  
ST. JOHNS COUNTY, FLORIDA**

By: Pam Halterman  
Deputy Clerk

By: Ben Rich  
Ben Rich, Chairman

Rendition Date: 8/23/07



City of Orange City  
Contract for Executive Search Services

**EXHIBIT "B"**

**INSURANCE CERTIFICATES FOR COLIN BAENZIGER AND ASSOCIATES**

**[Here we normally insert our insurance certificates.]**



Home Office:  
One Nationwide Plaza  
Columbus, OH 43215-2220

CERTIFICATE OF INSURANCE

On Your Side<sup>®</sup>

The company indicated below certifies that the insurance afforded by the policy or policies numbered and described below is in force as of the effective date of this certificate. This Certificate of Insurance does not amend, extend, or otherwise alter the Terms and Conditions of Insurance coverage contained in any policy numbered and described below.

CERTIFICATE HOLDER:

CITY OF CORAL GABLES  
ATTN RISK MANAGEMENT DIVISION  
2801 SALZEDO STREET 2ND FL  
CORAL GABLES, FL 33134

INSURED:

COLIN BAENZIGER  
DBA<COLIN BAENZIGER  
AND ASSOCIATES  
12970 DARTFORD TRL STE 8  
WELLINGTON, FL 33414-3981

TYPE OF INSURANCE	POLICY NUMBER & ISSUING CO.	POLICY EFF. DATE	POLICY EXP. DATE	LIMITS OF LIABILITY (*LIMITS AT INCEPTION)
LIABILITY	77-80-855316-3001	11-19-09	11-19-10	
<input checked="" type="checkbox"/> Liability and Medical Expense	NATIONWIDE			Any One Occurrence..... \$ 1,000,000
<input type="checkbox"/> Personal and Advertising Injury	MUTUAL FIRE INSURANCE CO.			Included in Above - Any One Person or Organization
<input checked="" type="checkbox"/> Medical Expenses				ANY ONE PERSON ..... \$ 5,000
<input checked="" type="checkbox"/> Fire Legal Liability				Any One Fire or Explosion \$ 100,000
<input type="checkbox"/> Other Liability				General Aggregate* ..... \$ 2,000,000 Prod/Comp Ops Aggregate* . \$ 1,000,000
<b>AUTOMOBILE LIABILITY</b>				
<input type="checkbox"/> BUSINESS AUTO				Bodily Injury (Each Person) ..... \$ (Each Accident) ..... \$
<input type="checkbox"/> Owned				Property Damage (Each Accident) ..... \$
<input type="checkbox"/> Hired				Combined Single Limit .... \$
<input type="checkbox"/> Non-Owned				
<b>EXCESS LIABILITY</b>				
<input type="checkbox"/> Umbrella Form				Each Occurrence ..... \$ Prod/Comp Ops/Disease Aggregate* ..... \$
<b>STATUTORY LIMITS</b>				
<input type="checkbox"/> Workers' Compensation and				BODILY INJURY/ACCIDENT ... \$
<input type="checkbox"/> Employers' Liability				Bodily Injury by Disease EACH EMPLOYEE ..... \$ Bodily Injury by Disease POLICY LIMIT ..... \$

DESCRIPTION OF OPERATIONS/LOCATIONS  
VEHICLES/RESTRICTIONS/SPECIAL ITEMS  
CERTIFICATE HOLDER INCLUDED AS  
ADDITIONAL INSURED

Effective Date of Certificate: 11-19-2008  
Date Certificate Issued: 10-29-2009

Authorized Representative: ADRIANE WOLFGANG  
Countersigned at: MAIN OFFICE  
5401 N University Dr #202

# United States Liability Insurance Group

190 South Warner Road, P.O. Box 6700, Wayne, PA 19087

Phone (610) 688-2535 Fax (610) 687-0080

Insured: Colin Baenziger & Associates  
Policy #: SP 1014298A

## Specified Professions Errors and Omissions Liability Confirmation of Material Information Form for Renewal Policies Only

(To be completed, signed and dated by the Insured.)

If any of the questions are answered "Yes", please submit complete details in the space provided.

1. This account is currently written as a(n) **Executive Search Firm**. Do you provide any services outside the scope of **Executive Search Firm**? YES NO  
X \_\_\_\_\_

We occasionally perform management consulting studies where we evaluate organizational performance and efficiency. Typically these studies are less than 5% of our revenues. Our total annual revenues are generally around \$300,000.

2. Please advise if the total gross revenue for the current year, based on 12 months, is expected to be greater than \$600,000. \_\_\_\_\_ X

If yes, please provide the current year gross revenue, based on 12 months:  
\$ \_\_\_\_\_

3. Have there been any mergers, acquisitions, consolidations or changes in name, ownership or the nature of the applicant's business in the last 12 months? \_\_\_\_\_ X

If your address has changed in the last 12 months, please check box and provide current address below:

\_\_\_\_\_ N/A \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I certify the above is true and representative to the best of my knowledge.

Colin Baenziger  
Signature of Principal, Partner, or Officer of the Named Insured

9/11/09  
Date

SP-MIF (09/07)

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