



# SPECIAL MEETING AGENDA CITY OF GUSTINE CITY COUNCIL

COUNCIL CHAMBERS, CITY HALL  
352 5<sup>th</sup> STREET GUSTINE, CALIFORNIA

**JANUARY 12, 2017 – 3:00 P.M.**

## **CALL TO ORDER - PLEDGE OF ALLEGIANCE**

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## **ROLL CALL**

Council Members: Turner – Hasness - Oliveira - Mayor Pro Tem Nagy - Mayor Oliveira

## **PRESENTATIONS**

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## **PUBLIC COMMENT**

*At this time, any person may comment on any item which is not on the agenda. PLEASE STATE YOUR NAME AND ADDRESS FOR THE RECORD. Action will not be taken on the topic unless deemed an urgency matter by a 3/5 vote of the City Council. Topics not considered an urgency matter may be referred to City staff and/or placed on a subsequent agenda for consideration, by a 3/5 vote of the City Council.*

*Members of the public, who have questions regarding a specific agenda item, may comment on that item before consideration of that item, when recognized by the Mayor.*

## **CONSENT CALENDAR**

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## **ADMINISTRATIVE AGENDA**

### **1. Consider Authorizing Interim City Manager to Execute Agreement with Peckham and McKenney for the City Manager Recruitment Process**

- 1. Receive staff report and presentation*
- 2. Receive public comment*
- 3. Consider a motion to authorize Interim City Manager to execute agreement with Peckham and McKenney for the City Manager recruitment process*

## **ADJOURNMENT**

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### **Note:**

- 1. In compliance with the Americans with Disabilities Act, a disabled person requesting a disability-related modification or accommodation to participate in this meeting, must contact City Hall at (209) 854-6471 or (209) 854-2127 (fax). Requests must be made as early as possible, preferably one-full business day before the start of the meeting.*
- 2. Any document provided to a majority of the City Council regarding any open session item on this agenda is available for public inspection during normal business hours at the front counter of City Hall located at 352 5<sup>th</sup> Street, Gustine, CA. Documents or writings received after the general distribution of the Agenda are also available for inspection.*

## **CERTIFICATION**

I, Melanie Correa, Deputy City Clerk, do hereby declare under penalty of perjury that the foregoing Agenda was posted at the Gustine City Hall, 352 5<sup>th</sup> Street, Gustine CA and made available for public review on this 9<sup>th</sup> day of January, 2017, at or before 5:00 p.m.

Melanie Correa



ITEM NO. 1

## CITY COUNCIL AGENDA ITEM

**JANUARY 12, 2017**

**PREPARED BY:** Stephen L. Wright, Interim City Manager

**SUBJECT:** Executive Search Firm Interview and Contract

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### **BACKGROUND/DISCUSSION**

The purpose of this Council meeting is for the Council to receive a presentation from Mr. Phil McKenney of the firm Peckham and McKenney related to the recruitment of a new City Manager for Gustine. Attached is the proposal submitted by the firm. Should the Council wish to proceed with the use of this firm, attached is a standard form professional services contract prepared by our City Attorney which will use the consultant proposal as an attachment. If proceeding with this firm, the Council should also select a meeting date for the next step in the recruitment process.

The Council may also wish to interview other search firms before initiating this process.

### **FISCAL IMPACT**

The Professional fee and expenses estimate are not to exceed \$26,000. Those costs are being offset by current savings in the interim City Manager position.

### **RECOMMENDATION**

Council authorize the City Manager to execute the attached agreement with the firm of Peckham and McKenney for the City Manager recruitment process;

or

Council direct staff to set up interviews with other search firm(s).

### **EXHIBIT(S):**

- A) Peckham and McKenney Proposal
- B) Professional services contract



December 14, 2016

Mayor Mel Oliveira  
and Members of the City Council  
C/O Mr. Steve Wright  
Interim City Manager  
City of Gustine  
352 Fifth Street  
Gustine, CA 95322

Dear Mayor Oliveira and City Council Members:

Thank you for the opportunity to express our interest in assisting the City of Gustine in the recruitment of its next City Manager. I am fully prepared to team with the City in order to ensure a successful outcome. It is our understanding that you are interested in a full recruitment and outreach process leading to the successful placement of a candidate that "fits" the organization and community.

Bringing over 35 years of experience in management, local government, and executive search, I would serve as the Recruiter for this important process. I have personally conducted hundreds of searches for executive level positions in local government agencies throughout the Western United States. In spite of these numbers, I recognize that every city and community is unique, and I take the time to become familiar with your needs in order to identify the best candidates.

Most importantly, I work hard to understand the organizational culture and actively recruit and then evaluate candidates accordingly, and recommend outstanding candidates for your consideration. We have a solid reputation and a strong track record in the industry allowing for an unusually strong placement guarantee.

The attached proposal includes more detailed information regarding the firm, the search process and timeline, professional fees and expenses, our guarantee, and client references. Please feel free to call me toll-free at (866) 912-1919 if you have any questions.

Sincerely,

Phil

Phil McKenney  
Chief Operating Officer  
Peckham & McKenney, Inc.  
[www.peckhamandmckenney.com](http://www.peckhamandmckenney.com)

Attachment

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## INTRODUCTION

Peckham & McKenney, Inc. provides executive search services to local government agencies throughout the Western United States and is headquartered in Roseville, California. The firm was established as a partnership in June 2004 and incorporated in 2014 by Bobbi Peckham and Phil McKenney, who serve as the firm's lead Recruiters and bring over 50 years' combined experience in local government and executive search. We also offer the services of two former City Managers who serve as Recruiters on assignment. We are supported by an Office Manager, research specialists, a marketing and design professional, web technician, and distribution staff. Ms. Peckham serves as the firm's President, and Phil McKenney serves as the Chief Operating Officer and Secretary/Treasurer. Either of the firm's principals may be reached toll free at (866) 912-1919.

Peckham & McKenney was established on the premise that an executive search and consulting firm must be dedicated to providing its clients and candidates with professional service, as well as a personal, hands-on approach. Our business philosophy centers upon the understanding that this is a "people" related industry and that attention to others' needs is the key to providing effective customer service. Not only are we committed to providing our clients with well-qualified candidates, but we also take pride in treating both our clients and candidates with utmost respect. This commitment has lead to multi-year retainer agreements with a number of agencies, as well as numerous client and candidate testimonials regarding their experiences with us. We invite you to visit our web site at [www.PeckhamAndMcKenney.com](http://www.PeckhamAndMcKenney.com).

At Peckham & McKenney, we are committed to local government and sensitive to the challenges and issues faced by our clients and candidates. As such, we serve as the Administrator for the Credentialed Government Leader program for the Municipal Management Associations of Northern & Southern California. We also actively support Women Leading Government as well as assist in the annual Women's Leadership Summit. In addition, we have provided numerous workshops and training sessions in California and Colorado to up-and-comers on resume and interview preparation and general career guidance.

Individual profiles of each of the Peckham & McKenney team follow.

### **Bobbi C. Peckham, President**

Bobbi Peckham brings over 28 years' experience as an Executive Recruiter as well as 6 prior years of local government experience. Ms. Peckham is sought out and retained due to her high ethics, integrity, hands-on customer service, and unique ability to identify candidates that "fit" her client agencies and communities.

Ms. Peckham began her career in local government in the City Manager's office of the City of Naperville, Illinois, where she became familiar with all aspects of local government in the nation's fastest growing community. Ms. Peckham was then recruited to join the Executive Search practice of a leading California recruitment firm. Later, she played an integral role in creating a national search business for what became the largest recruitment practice serving local government in the country. Here, she became Regional Director overseeing Northern California and a nine-state region. In 2004, Ms. Peckham formed Peckham & McKenney, Inc. in partnership with Phil McKenney.

Ms. Peckham received a Bachelor of Science degree in Organizational Behavior from the University of San Francisco. She is a contributing member of the International City/County Management Association, Cal-ICMA, Women Leading Government, and Municipal Management Associations of Northern & Southern California. Ms. Peckham serves on the Planning Committee for the annual *Women's Leadership Summit*, at which she coordinates and leads the highly regarded Executive Roundtable Discussions with over 30 female local government leaders. In addition, Ms. Peckham was instrumental in writing the ICMA's *Job Hunting Handbook*. Over the years, Ms. Peckham has actively supported her community, and she currently volunteers her time to the Sacramento Affiliate of *Dress for Success*, which works to empower women to achieve economic independence by providing a network of support, professional attire, and the development tools to help women thrive in work and in life.

**Phil McKenney, Chief Operating Officer**

Phil McKenney has over 35 years' management experience and is very familiar with local government agencies, having led a county organization and having worked with numerous city governments and special districts. Mr. McKenney began his career in the resort and hospitality industry and served as General Manager for Mattakesett Properties on the island of Martha's Vineyard. He then relocated to Keystone Resort in Colorado, which is now acknowledged as a premiere all-season resort with special recognition for its level of guest services. Mr. McKenney later took over the helm of the Summit County Chamber of Commerce as their Executive Director. This hybrid-Chamber was the only countywide organization responsible for marketing all of Summit County, Colorado, home to Breckenridge, Keystone, and Copper Mountain resorts. Through his leadership and collaborative style, and working with the cities and county within Summit County, he led the Chamber to being a readily recognized and well-respected organization within Colorado and the Western United States.

Mr. McKenney was then selected by Placer County, California to lead the merger of the North Lake Tahoe Chamber of Commerce and the North Tahoe Visitors and Convention Bureau into the North Lake Tahoe Resort Association. As Executive Director of this new county organization, he represented the Tourism industry for all of North Lake Tahoe. The Resort Association is now a proactive, nationally recognized organization whose model of governance is being replicated in numerous resort communities across the Western United States.

Mr. McKenney began his career in executive recruitment in January 2003 and has since conducted hundreds of national recruitments throughout the Western states, including Colorado, Arizona, Idaho, Wyoming, Oregon, and California. Mr. McKenney has an undergraduate degree in Recreation from Slippery Rock State College as well as a Master of Business Administration from the University of Denver.

**Clay Phillips, Executive Recruiter**

Mr. Phillips brings extensive experience leading a city of over 150,000 and selecting and assembling an executive team that is highly revered in the San Diego region. He recently completed 30 years of service with the City of Escondido, 12 years of which he served as City Manager. Mr. Phillips served in several capacities with the City of Escondido including Finance Director, Administrative Services Director, and Deputy City Manager prior to his appointment as City Manager. He began his career with the City of Santa Ana and soon became Deputy Finance Officer for the City of Irvine.

Mr. Phillips has served as the Chairman of the San Diego City Managers Association, and he has been a speaker and expert panelist for the League of California Cities as well as POST and California State University San Marcos. Mr. Phillips has significant experience in leadership development, financial management, economic development, and labor relations. In his capacity as City Manager, he has been involved with the recruitment and hiring of department heads in all areas of local government. Mr. Phillips received his undergraduate degree from Loma Linda University with majors in Business Management and Accounting and was recognized as the Alumnus of the Year by the School of Business in 2008. He also received his Master of Business Administration from Pepperdine University.

**Ellen Volmert, Executive Recruiter**

Ms. Volmert recently began her encore career after 35 years of local government management experience in California and Oregon. She has served as City Manager with the City of La Palma; and 18 years as Acting City Manager, Assistant City Manager, Assistant to the City Manager, and Management Analyst with the City of Corvallis, Oregon. Ms. Volmert brings extensive experience in executive recruitment, labor relations, human resources, risk management, communications, diversity, budgeting, and intergovernmental relations.

Ms. Volmert focuses on all recruitment assignments in the state of Oregon as well as team support on all other executive recruitments. She is a graduate of UCLA and has a Master's degree in Public Administration from Cal State Fullerton.

**Joyce Johnson, Office Manager**

Ms. Johnson joined Peckham & McKenney in 2005 and serves as the firm's Office Manager. Ms. Johnson is complimented regularly on her strong customer orientation working with both clients and candidates alike. She oversees internal administration of the firm as well as directing contract administrative support in the areas of advertising and design, web posting, and duplication and mailing services. Prior to joining Peckham & McKenney, Ms. Johnson oversaw internal administration in the Western Region headquarters of two separate national management consulting and executive recruitment firms. She has over 30 years' experience in the field of administrative and executive support for all aspects of the executive recruitment process. Ms. Johnson holds an Associate of Arts degree from American River College.

**Cathy West-Packard, Marketing & Design**

Ms. West-Packard has provided her design and marketing skills to Peckham & McKenney Recruiters for over 25 years. She is the firm's "go-to" professional for all advertising and brochure design and creation.

**Kevin Johnson, Research Assistant**

Mr. Johnson has been a member of the team since 2009 and currently serves as a Research Assistant. He supports the firm's Recruiters through his research of local government agencies and networks, potential candidates, and current candidates prior to recommendation to our clients. Mr. Johnson mastered his researching abilities while obtaining a Bachelor of Arts in Economics from Willamette University.

**Bradley Frank, Technology Guru**

The newest member of the Peckham & McKenney team, Mr. Frank holds the official title of Technology Guru as he expertly oversees the firm's web site as well as responding to all technology questions from the firm's principals. He is currently studying Material Sciences & Engineering at the University of California, Merced, and is a NASA Fellow.

## THE SEARCH PROCESS

While it is our intent to customize the search and project schedule to fit the City of Gustine's specific needs, the search process typically includes the following key actions:

**Project Organization** – Prior to beginning the recruitment process, I will be available to discuss the recruitment process, listen to specific desires and expectations, and respond to any questions or concerns. I will discuss expected parameters of the search, the search timeline, and schedule future meeting dates. At this time, the City will determine the extent of involvement of other individuals in the search process.

**Development of Candidate Profile (on-site #1)** – This phase provides for the development of a detailed Candidate Profile. We will meet individually and in groups with those individuals identified in the Project Organization phase, to discuss the current and future issues and challenges facing the City. The desired background and experience, leadership style and personality traits, skills and abilities of the ideal candidate will be discussed. We will also discuss expectations, goals, and objectives that will lead to the success of the new City Manager.

**Recruitment** – Advertisements will be placed in the appropriate industry publications and websites, and our firm will assume responsibility for presenting your opportunity in an accurate and professional manner. Full information on the position will be posted on our firm's web site as well as the City's site. In addition, an attractive brochure will be prepared to market the City and opportunity to potential candidates. This brochure will be mailed to 300-400 industry professionals nationally, and it will also be available on our firm's web site. Copies of the brochure will also be made available to the City.

The main focus of our outreach, however, will be direct phone contact with quality potential candidates. With close to 30 years of executive search experience, we have developed an extensive candidate database that is continuously utilized and updated. Our recruiting efforts will focus on direct and aggressive recruiting of individuals within the search parameters established during the Candidate Profile Development phase. We believe direct recruiting produces the most qualified candidates.

Throughout this active search process, we will regularly notify you of the status and share questions, concerns, and comments received from potential candidates as they consider the opportunity. By doing so, we will "team" with the City to ensure that all issues and concerns of candidates are discussed and understood thereby eliminating "surprises" once the resume filing deadline has occurred.

As resumes are received, they will be promptly acknowledged, and we will personally respond to all inquiries. Once the resume filing deadline has passed, the City will be once again updated on the status of the recruitment, the number of resumes received, and our intent for preliminary interviews.

**Preliminary Interviews** – As resumes are received, supplemental questionnaires will be sent to candidates who appear to meet the Candidate Profile. Following the resume filing deadline and a thorough review of the resumes and questionnaires received, we will conduct preliminary interviews with those individuals most closely matching the Candidate Profile. An Internet search will be conducted as well as preliminary background (credit and criminal) checks on the leading candidates.

**Recommendation of Finalists (on-site #2)** – A written recommendation of finalists will be personally presented to the City Council in a one- to two-hour meeting. Prior to this meeting, the City Council will receive a full listing of all candidates who applied for the position, as well as the cover letters, resumes, and supplemental questionnaires of the recommended group of candidates.

Once a group of finalists has been selected by the City Council all candidates will be notified of their status. We will prepare finalist interview schedules and notify finalist candidates accordingly. If necessary, finalists will make their own travel plans and reservations. It is customary that the City reimburse finalists for round-trip airfare, car rental, and lodging necessary to attend the interviews with the City. We will confirm this with you at our meeting to recommend finalists.

**Final Interviews/Selection (on-site #3)** – During this phase, finalists will be interviewed by the City. We will provide on-site advice and facilitation assistance during the final interview process. Interview materials, including suggested interview questions, evaluation and ranking sheets will be provided for the City's convenience.

An orientation session will be held with those involved prior to the finalist interviews, and we will work with the panels through a ranking process and discussion of the finalists at the end of the day. We will assist the City Council in coming to consensus on the leading two to three finalists for further consideration, and we will provide recommendations on next steps, including additional meetings with each finalist to learn more of the "fit" they may bring.

**Qualification** – Once the final candidate has been selected by the City, a thorough background check will be conducted that is compliant with the Fair Credit Reporting Act and Investigative Consumer Reporting Agencies Act. Peckham & McKenney utilizes the services of SterlingBackCheck, the world's largest company focused entirely on conducting background checks. This investigation will verify professional work experience; degree verification; certifications; and criminal, civil, credit, and motor vehicle records. We encourage our clients to consider further vetting the candidate through a Department of Justice LiveScan in order to ensure that all known criminal history records (beyond seven years) are investigated.

Professional references will also be contacted, and a full report will be provided. This comprehensive process ensures that only the most thoroughly screened candidate is hired. In addition, negotiation assistance will be provided as requested by the City.

Our ultimate goal is to exceed your expectations and successfully place a candidate who "fits" your organization's and community's needs now and into the future.

## SEARCH SCHEDULE

This sample schedule anticipates a 14-week process. In today's competitive recruiting environment, our goal is to make the process as efficient and effective as possible. We ask that our clients work with us to identify future meeting dates, which will be published within the Candidate Profile. This will ensure that the momentum of the search process is consistent and that all parties are available in order to lead to a successful result.

<u>ACTIVITY</u>	<u>TIME FRAME</u>
I. Project Organization	Pre-Recruitment
<ul style="list-style-type: none"><li>• Conference call or meeting to discuss recruitment process</li><li>• Formalize project schedule</li></ul>	
II. Development of Candidate Profile	Two Weeks
<ul style="list-style-type: none"><li>• On-site meeting with City representatives to discuss Candidate Profile</li><li>• Develop Candidate Profile/Marketing Brochure and obtain approval from City</li><li>• Develop advertising and recruiting plan</li></ul>	
III. Recruitment	Six Weeks
<ul style="list-style-type: none"><li>• Advertise, network, and electronically post in appropriate venues</li><li>• Send Candidate Profile to 300-400 industry professionals</li><li>• Post opportunity on firm's web site as well as City's site</li><li>• Search for/identify/recruit individuals within the parameters of the Candidate Profile</li><li>• Respond to all inquiries and acknowledge all resumes received in a timely manner</li></ul>	
IV. Preliminary Interviews/Recommendation	Three Weeks
<ul style="list-style-type: none"><li>• Review resumes and supplemental questionnaires</li><li>• Conduct preliminary interviews with leading candidates</li><li>• Conduct Internet research and credit/criminal checks</li><li>• Present written recommendation of finalists to City</li><li>• Notify all candidates of search status</li></ul>	
V. Final Interviews/Selection	Two Weeks
<ul style="list-style-type: none"><li>• Schedule finalist interviews</li><li>• Design process and facilitate finalist interviews with City</li><li>• Assist City throughout process and provide recommendations</li><li>• City Council selects candidate or leading 2-3 candidates for further consideration</li><li>• City Council conducts second interview process.</li></ul>	
VI. Qualification	One Week
<ul style="list-style-type: none"><li>• Conduct thorough background and reference checks on leading candidates</li><li>• Negotiation assistance</li><li>• Exceed expectations and successfully place candidates who "fit."</li></ul>	



## **PROFESSIONAL FEE AND EXPENSES**

### **Professional Fee**

Our professional fee is \$18,500. One-third of this fee is due as a retainer upon execution of the agreement. The remainder of the fees will be divided and billed in two separate, monthly invoices.

If an additional candidate from this recruitment processes is selected for another position within your organization within one year of the close of this recruitment, a fee of 30% of the professional fee will be due to Peckham & McKenney.

### **Expenses**

Estimated out-of-pocket costs associated with this full recruitment process will not exceed \$7,500. Expenses will be pre-approved and billed back at cost. Expenses include out-of-pocket costs associated with consultant travel, advertising, telephone/technology, administrative support/printing/copying/postage/materials, and background checks (partial checks on recommended candidates; full background check on selected candidate). Additional expenses incurred due to requested additional meetings, if excessive, as well as full background checks on more than one candidate will be billed accordingly.

### **Insurance**

Peckham & McKenney carries Professional Liability Insurance (\$1,000,000 limit), Commercial General Liability Insurance (\$2,000,000 General Liability, and \$4,000,000 Products) and Automobile Liability Insurance (\$1,000,000). Our Insurance Broker is Wells Fargo Insurance, Inc., Charlotte, NC, and our coverage is provided by Sentinel Insurance Company and The Hartford.

## **CLIENT REFERENCES**

Please feel free to contact any of the following current and recent clients to inquire about their experience with Bobbi Peckham and Phil McKenney. In addition, we would be pleased to furnish the client contact and phone numbers for any past clients listed in the Attachment.

### **City of Galt, CA: Public Works Director, City Manager, and Chief of Police**

Mayor at the time Mark Crews and/or Eugene Palazzo, City Manager  
(209) 366-7100, [epalazzo@ci.galt.ca.us](mailto:epalazzo@ci.galt.ca.us)

### **City of Waterford, CA: City Manager**

Mayor at the time Charlie Goeken and/or Tim Ogden, City Manager  
(209) 874-2328, ext. 103, [togden@cityofwaterford.org](mailto:togden@cityofwaterford.org)

### **City of Porterville, CA: Police Chief**

John Lollis, City Manager  
(559) 782-7466, [mgr-office@ci.porterville.ca.us](mailto:mgr-office@ci.porterville.ca.us)

### **City of Eureka, CA: City Manager, Police Chief, and City Attorney**

Mayor Frank Jager and/or Greg Sparks, City Manager  
(707) 441-4140, [gsparks@ci.eureka.ca.gov](mailto:gsparks@ci.eureka.ca.gov)

### **City of Durango, CO: City Manager and Finance Director**

Ron LeBlanc, City Manager  
(970) 375-5059, [leblancro@ci.durango.co.us](mailto:leblancro@ci.durango.co.us)

## PLACEMENT GUARANTEE AND ETHICS

In the unlikely event that a candidate recruited and recommended by our firm leaves your employment for any reason within the first year (except in the event of budgetary cutbacks or position elimination), we agree to provide a one-time replacement at no additional charge, except expenses.

Time and again, we receive unsolicited comments from clients and candidates relating to our integrity and high ethics.

- First, we believe in honesty. No client should ever appoint an individual without being fully knowledgeable of the candidate's complete background and history. Conversely, no candidate should ever enter into a new career opportunity without full disclosure of any organizational "issues."
- We strive to keep everyone involved in a recruitment process informed of the status. Not only do we provide regular updates to our clients, but we also have a reputation for keeping our candidates posted, even to the extent of informing them as to who was eventually selected.
- As recruitment professionals, we do not recruit our placements -- *ever*. Should a placement of ours have an interest in a position for which we are recruiting, they may choose to apply. However, if they become a finalist, we ask that they speak to their supervisor (Council member or Manager) to alert them of their intent.
- We do not recruit staff from our client agencies for another recruitment during an active engagement. Nor do we "parallel process" a candidate, thereby pitting one client against another for the same candidate.
- We do not misrepresent our client list. Only those searches that we personally conducted appear on our list.
- We are retained only by client agencies and not by our candidates. While we have a reputation for being actively involved in the profession and providing training, workshops, and general advice to candidates, we represent only our clients. In addition, we *always* represent and speak of our client in a positive manner; during the recruitment engagement as well as years after.

**EXECUTIVE SEARCHES CONDUCTED (2004 to PRESENT\*)**

**(\* 100's of additional searches were conducted from 1987-2004)**

**City/County Manager, Executive Director, and Related**

Alameda County Waste Management Authority, CA	Executive Director
American Canyon, City of	City Manager
Anderson, City of	City Manager
Antioch, City of	City Manager
Arroyo Grande, City of	City Manager
Ashland, OR, City of	City Administrator
Auburn, City of	City Manager
Bell, City of	City Manager
Belmont, City of	City Manager
Belvedere, City of	City Manager
Benicia, City of	City Manager
Big Bear Lake, City of	City Manager
Brentwood, City of	City Manager
Brookings Economic Development Agency, SD	Executive Director
Buellton, City of	City Manager
Burbank, City of	City Manager
Burlingame, City of	City Manager
Calistoga, City of	City Manager
Campbell, City of	City Manager
Carmel-by-the-Sea, City of	City Administrator
Cordillera Metropolitan District, CO	General Manager
Corvallis, OR, City of	City Manager
Cupertino, City of	City Manager
Del Mar, City of	City Manager
Douglas County, NV	County Manager
Durango, CO, City of	City Manager
Eagle County, CO	County Manager
El Dorado Hills Community Services District, CA	General Manager
Encinitas, City of	City Manager
Eureka, City of	City Manager
Exeter, City of	City Administrator
Foothills Park & Rec. District, CO	Executive Director
Fort Lupton, CO, City of	City Administrator
Galt, City of	City Manager
Garfield County, CO	County Manager
Gilroy, City of	City Administrator (2007 & 2016)
Glendora, City of	City Manager
Grand Junction, CO, City of	City Manager
Greeley, CO, City of	City Manager
Hayward, City of	City Manager
Hughson, City of	City Manager
Indian Wells, City of	City Manager
Incline Village General Improvement District, NV	General Manager
Ketchum, City of, ID	City Administrator
La Plata County, CO	County Manager
La Quinta, CA	City Manager
La Palma, CA	City Manager
Lone Tree, CO, City of	City Manager
Manitou Springs Chamber of Commerce, CO	Chief Operating Officer
Martinez, City of	City Manager
Midpeninsula Regional Open Space District, Los Altos, CA	General Manager

Mill Valley, City of	City Manager
Milpitas, City of	City Manager
Moraga, Town of	Town Manager
Mountain House Community Svcs. District, CA	General Manager
Mountain Village, CO, Town of	Town Manager
North Lake Tahoe Public Utility District, CA	General Manager (2004 & 2007)
Novato, City of	City Manager
Palmdale, City of	City Manager (2011 & 2015)
Palos Verdes Estates, City of	City Manager (2007 & 2013)
Park City Municipal Corporation, UT	City Manager
Piedmont, City of	City Administrator
Pleasant Hill, City of	City Manager
Point Arena, City of	City Manager
Portola Valley, Town of	Town Manager
Public Agency Risk Sharing Authority of CA	General Manager
Rancho Murieta Community Services District, CA	General Manager
Redlands, City of	City Manager
Redwood City, City of	City Manager
Rohnert Park, City of	City Manager
San Clemente, City of	City Manager
San Mateo, County of	County Manager
Santa Clara, City of	City Manager
Santa Clara County Open Space Authority, San Jose, CA	General Manager
Sea Ranch Association, CA	Community Manager
Sedona, AZ, City of	City Manager (2008 & 2014)
Snowmass Village, CO, Town of	Town Manager (2006 & 2013)
Solana Beach, City of	City Manager
South Suburban Parks & Recreation District, CO	Executive Director
St. Helena, City of	City Manager
Steamboat Springs, CO, City of	City Manager (2005 & 2008)
Teton County, WY	County Administrator
Tracy, City of	City Manager (2007 & 2014)
Tulare, City of	City Manager (2005 & 2011)
Waterford, City of	City Administrator
West Sacramento, City of	City Manager
Windsor, CO, Town of	Town Manager
Winter Park, CO, Town of	Town Manager
Woodside, Town of	Town Manager
Yakima Regional Clean Air Authority, WA	Executive Director/Air Pollution Control Officer
Yolo, County of	County Administrator

**Assistant City/County Manager and Deputy Manager**

Arvada, CO, City of	Deputy City Manager
Atherton, City of	Assistant City Manager
Carlsbad, City of	Assistant City Manager
Contra Costa County, CA	Chief Assistant County Administrator (2 Positions)
Daly City, City of	Assistant City Manager
Douglas County, CO	Deputy County Manager
Douglas County, NV	Assistant County Manager
Escondido, City of	Assistant City Manager
Foster City, City of	Assistant City Manager
Fremont, City of	Assistant City Manager
Gilroy, City of	Assistant City Administrator
Hayward, City of	Assistant City Manager (2006 & 2010)
Midpeninsula Regional Open Space District, Los Altos, CA	Assistant General Manager (2 Positions)
Oceanside, City of	Assistant City Manager, Development Services

Pacifica, City of  
Palo Alto, City of  
Porterville, City of  
San Clemente, City of  
San Pablo, City of  
San Rafael, City of  
Tracy, City of

Assistant City Manager  
Assistant City Manager  
Deputy City Manager  
Assistant City Manager  
Assistant to the City Manager  
Assistant City Manager (2006 & 2015)  
Assistant City Manager (2007 & 2015)

**City Attorney/Legal Counsel**

Antioch, City of  
Archuleta County, CO  
Ashland, OR, City of  
Brisbane, City of  
Burlingame, City of  
Eureka, City of  
Garfield County, CO  
Hayward, City of  
Mesa County, CO  
Midpeninsula Regional Open Space District, Los Altos, CA  
Milpitas, City of  
Mountain Village, CO, Town of  
Pleasanton, City of  
Redwood City, City of  
Richmond, City of  
San Bruno, City of  
San Pablo, City of  
Simi Valley, City of  
South Lake Tahoe, City of  
Yolo County, CA

City Attorney (2005 & 2015)  
County Attorney  
City Attorney  
City Attorney (contract services)  
City Attorney (2008 & 2012)  
City Attorney  
County Attorney  
City Attorney  
County Attorney  
General Counsel  
Assistant City Attorney  
Town Attorney  
City Attorney  
County Counsel

**Community Development/Planning/Economic Development**

Alameda, City of  
Alhambra, City of  
Ashland, OR, City of  
Bell, City of  
Beverly Hills, City of  
Burbank, City of  
Concord, City of  
Dana Point, City of  
Delano, City of  
Elk Grove, City of  
Fremont, City of  
Fremont, City of  
Hayward, City of  
Hayward, City of  
Jefferson County, CO  
Laguna Niguel, City of  
Livermore, City of  
Long Beach, City of  
Long Beach, City of  
Martinez, City of  
Milpitas, City of  
Mountain Village, CO, Town of  
North Tahoe Public Utility District, CA  
Novato, City of

Economic Development Manager  
Director of Development Services  
Community Development Director  
Community Development Director  
Community Development Director  
Community Development Director  
Principal Planner  
Community Development Director  
Economic Development Manager  
Economic Development Director  
Deputy Director of Community Development  
Deputy Redevelopment Agency Director, Housing  
Community Development Director  
Economic Development Manager  
Planning & Development Director  
Director of Community Development  
Economic Development Director  
Deputy Director, Development Services  
Planning Bureau Manager, Development Services  
Community Development Director  
Director of Planning & Neighborhood Services  
Director of Community Development & Housing  
Planning & Engineering Manager  
Community Development Director

Pacifica, City of  
Pacific Grove, City of  
Palo Alto, City of  
Pittsburg, City of  
Rancho Santa Margarita, City of  
Reno, NV, City of  
San Bruno, City of  
San Clemente, City of  
San Clemente, City of  
San Mateo, City of  
San Pablo, City of  
San Rafael, City of  
County of Santa Clara, San Jose, CA  
Santa Rosa, City of  
Seaside, City of  
Seaside, City of  
South Lake Tahoe, City of  
St. Helena, City of  
Stockton, City of  
Teton County, CO  
Vail, CO, Town of  
Walnut Creek, City of  
Walnut Creek, City of  
Windsor, City of  
Winters, City of  
Yuba City, City of

Planning Director  
Community/Economic Development Director  
Development Services Director  
Community Development Director/City Engineer  
Development Services Director  
Redevelopment Administrator  
Community Development Director  
Community Development Director  
Economic Development & Housing Director  
Economic Development Manager  
Assistant to the City Manager, Economic Development  
Community Development Director  
Director, Planning & Development  
Planning & Economic Development Director  
Planning Services Manager  
Redevelopment Services Manager  
Development Services Director  
Planning & Community Improvement Director  
Community Development Director  
Planning & Development Director  
Director of Community Development  
Economic Development Manager  
Planning Manager  
Community Development Director  
Community Development Director  
Development Services Director

**Public Works/Engineering and Related**

Ashland, OR, City of  
Aurora Water, CO  
Benicia, City of  
Benicia, City of  
Big Bear Lake, City of  
Carlsbad, City of  
Concord, City of  
Fremont, City of  
Galt, City of  
Gilroy, City of  
Greeley, CO, City of  
Greeley, CO, City of  
Greenfield, City of  
Hayward, City of  
Jefferson County, Golden, CO  
Louisville, CO, City of  
Mariposa County, CA  
Milpitas, City of  
Port San Luis Harbor District, CA  
Sacramento County, CA  
San Jose, City of  
San Leandro, City of  
San Pablo, City of  
San Rafael, City of  
Santa Clara, City of  
South Lake Tahoe, City of  
Steamboat Springs, CO, City of

Public Works Director  
Director of Water  
Land Use & Engineering Manager  
Public Works Director  
Assistant General Manager, Dept. of Water & Power  
Deputy Public Works Director  
Infrastructure Maintenance Manager  
Manager of Maintenance Operations  
Public Works Director  
Building Field Services Manager  
Public Works Director  
Water & Sewer Director  
Public Works Director  
Director of Public Works  
Airport Manager  
Public Works Director  
Public Works Director  
Public Works Director/City Engineer  
Facilities Manager  
Associate Civil Engineer  
General Services Director  
Engineering & Transportation Director  
City Engineer  
Public Works Director  
Assistant Director of Water/Sewer Utilities  
Public Works Director  
Public Works Director

**Finance Director/Controller/Treasurer**

Alhambra, City of  
American Canyon, City of  
Arvada, CO, City of  
Atherton, City of  
Aurora, CO, City of  
Azusa, City of  
Bell, City of  
Brentwood, City of  
Daly City, City of  
Durango, CO, City of  
Encinitas, City of  
Fairfield, City of  
Fairfield, City of  
Greeley, City of, CO  
Hayward, City of  
La Quinta, City of  
Marin County, CA  
Milpitas, City of  
Modesto, City of  
Oceanside, City of  
Orange County Fire Authority, CA  
Orange County Fire Authority, CA  
Pacific Grove, City of  
Pasadena, City of  
Pittsburg, City of  
Rancho Cordova, City of  
Reno, NV, City of  
San Mateo, City of  
San Mateo, City of  
Santa Clara, City of  
Santa Clarita, City of  
Seaside, City of  
Silverthorne, CO, City of  
Sonoma, City of  
South Lake Tahoe, City of  
Steamboat Springs, CO, City of  
Superior Court of Calif./Co. of San Mateo  
Winter Park, CO, City of

Finance Director  
Administrative Services Director  
Director of Finance  
Finance Director  
Finance Director  
Director of Finance  
Finance Director  
City Treasurer/Administrative Services Director  
Director of Finance  
Finance Director  
Finance Director  
Director of Finance  
Assistant Director of Finance  
Finance Director  
Finance Director  
Finance Director  
Assistant Director of Finance  
Finance Director  
Director of Finance  
Director of Finance  
Assistant Chief, Business Services  
Treasurer  
Finance Director  
Accounting Manager  
Finance Director  
Assistant Finance Director  
Finance Director  
Finance Director  
Deputy Director of Finance  
Accounting Division Manager  
Finance Manager  
Financial Services Manager  
Director of Finance/Administrative Services  
Finance Director  
Administrative Services Director  
Finance Director  
Finance Director  
Finance Director

**Public Safety/Law Enforcement**

Alhambra, City of  
Alhambra, City of  
Antioch, City of  
Atherton, Town of  
Bell, City of  
Beverly Hills, City of  
Eureka, City of  
Galt, City of  
Gilroy, City of  
Hayward, City of  
Lone Tree, CO, City of  
Lone Tree, CO, City of  
Los Altos, City of  
Menlo Park, City of

Chief of Police  
Fire Chief  
Police Chief  
Fire Chief  
Fire Chief  
Patrol Operations Commander  
Police Chief  
Police Captain  
Police Chief

Milpitas, City of  
Porterville, City of  
San Pablo, City of  
San Pablo, City of  
San Rafael, City of  
Santa Monica, City of  
Silverthorne, CO, City of  
Springfield, City of, OR  
Vail, CO, Town of

Police Chief  
Chief of Police  
Police Chief  
Police Commander  
Chief of Police  
Police Chief  
Police Chief  
Police Chief  
Fire Chief

**Human Resources/Personnel**

Anaheim, City of  
Belmont, City of  
Benicia, City of  
Brookings, SD, City of  
Concord, City of  
Eagle County, CO  
Encinitas, City of  
Folsom, City of  
Hayward, City of  
Jefferson County, CO  
Lakewood, CO  
Mariposa County, CA  
Midpeninsula Regional Open Space District, Los Altos, CA  
Pacific Grove, City of  
Palo Alto, City of  
Porterville, City of  
Rancho Cucamonga, City of  
Rancho Santa Margarita, City of  
Redwood City, City of  
San Bruno, City of  
San Clemente, City of  
San Rafael, City of  
Seaside, City of

Human Resources Director  
Human Resources Director  
Human Resources Manager  
Director of Human Resources  
Human Resources Director  
Director of Human Resources  
Human Resources Manager  
Human Resources Director  
Human Resources Director  
Human Resources Director  
Employee Relations Director  
Human Resources Director/Risk Manager  
Manager of Administration/Human Resources  
Human Resources Manager  
Chief People Officer  
Administrative Services Manager  
Director of Human Resources  
Human Resources/Risk Management Administrator  
Human Resources Director  
Human Resources Director  
Human Resources Manager  
Human Resources Director  
Personnel Services Manager

**Parks & Recreation**

Anaheim, City of  
Bell, City of  
Oxnard, City of  
Pacifica, City of  
Palo Alto, City of  
Piedmont, City of  
Pleasanton, City of  
Roseville, City of  
San Clemente, City of  
Tracy, City of

Director of Community Services  
Community Services Director  
Cultural & Community Services Director  
Director of Parks, Beaches & Recreation  
Community Services Director  
Recreation Director  
Director of Parks & Community Services  
Parks, Recreation & Libraries Director  
Director of Beaches, Parks & Recreation  
Parks & Community Services Director

**City/County Clerk**

Hayward, City of  
Long Beach, City of  
Midpeninsula Regional Open Space District, Los Altos, CA  
Midpeninsula Regional Open Space District, Los Altos, CA  
Mountain View, City of  
Palo Alto, City of  
Rancho Santa Margarita, City of

City Clerk  
City Clerk  
Clerk of the Board  
Public Affairs Manager  
City Clerk  
City Clerk  
City Clerk

San Mateo, City of  
Walnut Creek, City of

City Clerk  
City Clerk

**Library Director**

Boulder, CO, City of  
Hayward, City of  
Huntington Beach, City of  
Palo Alto, City of

Library Director  
Library Director  
Library Director  
Library Director

**Information Technology**

Fremont, City of  
Jefferson County, Golden, CO  
Superior Court of California, County of San Mateo  
Superior Court of California, County of San Mateo

Information Services Technology Director  
Information Technology Director  
Information Technology Director  
Court Information Technology Manager

**Human Services**

Douglas County, CO  
Eagle County, CO  
Mariposa County, CA  
Washington County, OR

Human Services Director  
Director of Human Services  
Public Health Officer  
Director of Health & Human Services

**CITY OF GUSTINE  
PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into as of \_\_\_\_\_, 2017 by and between the City of Gustine, a municipal corporation organized and operating under the laws of the State of California with its principal place of business at 352 Fifth Street, Gustine, CA 95322 ("City"), and Peckham & McKenney, Inc., a California corporation with its principal place of business at 300 Harding Boulevard, Suite 106-E, Roseville, CA 95678 (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

**RECITALS**

A. City is a public agency of the State of California and is in need of professional services for the following project:

City Manager Recruitment (hereinafter referred to as "the Project").

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

**AGREEMENT**

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

1. Services.

Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit "A."

2. Compensation.

a. Subject to paragraph 2(b) below, the City shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit "B."

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of \$18,500.00. Permitted expenses are set forth in Exhibit "B" shall not exceed \$7,500. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of

such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by City.

5. Time of Performance.

Consultant shall perform its services in a prompt and timely manner and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). Consultant shall complete the services within the timeframes specified in the "Activity Schedule," set forth as Exhibit "C." The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

a. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the City, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

9. Assignment and Subconsultants

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder. City hereby approves Consultant's use of Harris & Associates as a subconsultant for those tasks set forth in this Agreement.

10. Independent Consultant

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee of City. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided.

11. Insurance. Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Contract
- (8) Broad Form Property Damage
- (9) Independent Consultants Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City, and provided that such deductibles shall not apply to the City as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status.

(iv) Subject to written approval by the City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the City as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

Combined Single Limit

Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage
Employer's Liability	\$1,000,000 per occurrence

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

e. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

f. Policy Provisions Required

(i) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed;

or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

g. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

h. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(iii) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

i. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel reasonably approved by the City), indemnify and hold the City, its officials, officers, employees, agents and volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its officials, officers, employees, agents or volunteers.

b. Additional Indemnity Obligations. Consultant shall defend, with counsel of City's choosing and at Consultant's own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against the City, its officials, officers, employees, agents or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against the City, its officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Consultant shall also reimburse City for the cost of any settlement paid by the City, its officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for the City's attorney's fees and costs, including expert witness fees. Consultant shall reimburse the City, its officials, officers, employees, agents and volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its officials, officers, employees, agents and volunteers.

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws, if applicable.

Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

b. If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such Services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements.

14. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

15. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Merced, State of California.

16 Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

17. Documents. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.

18. Organization

Consultant shall assign \_\_\_\_\_ as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

19. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

20. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

CITY:  
City of Gustine  
352 Fifth Street  
Gustine, CA 95322  
Attn: Steve Wright, City Manager

CONSULTANT:  
\_\_\_\_\_

and shall be effective upon receipt thereof.

21. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

22. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

23. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to

those matters covered hereunder. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

24. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the provisions unenforceable, invalid or illegal.

25. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

26. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specifically specified in writing.

27. Time of Essence

Time is of the essence for each and every provision of this Agreement.

28. City's Right to Employ Other Consultants

City reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

29. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

**[SIGNATURES ON FOLLOWING PAGE]**

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF GUSTINE  
AND PECKHAM & MCKENNEY, INC.**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF GUSTINE

PECKHAM & MCKENNEY, INC.

By: \_\_\_\_\_  
Steve Wright  
City Manager

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

Printed Name: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney

EXHIBIT A  
Scope of Services

EXHIBIT B

Schedule of Charges/Payments

EXHIBIT C  
Activity Schedule