

February 20, 2025

Board of Directors
Ventura Regional Sanitation District
Ventura, California

CONSIDER AND APPROVE, AND AUTHORIZE THE BOARD CHAIR TO SIGN, A CONTRACT WITH RALPH ANDERSEN & ASSOCIATES FOR EXECUTIVE RECRUITMENT SERVICES FOR THE POSITION OF GENERAL MANAGER IN AN AMOUNT NOT TO EXCEED \$38,950

RECOMMENDATION

1. Approve, and Authorize the Chairperson to sign, VRSD Contract No. 25-002 between Ralph Andersen & Associates and VRSD, in the amount of \$38,950, for Executive Recruiting Services for a new General Manager.
2. Delegate key search process tasks to the Executive Committee as more fully described and explained below.

FISCAL IMPACT

The current budget has savings that could be repurposed to cover the cost of this contract. Re-allocation of funds for this contract will be incorporated in the midyear budget adjustments.

BACKGROUND

The current General Manager announced to the Board last year his intention to retire in early 2025 after nearly nine years with the District. He has offered to remain in his current position while the Board recruits his replacement and to facilitate any transition.

In discussing this subject matter in its board meeting of October 3, 2024, the Board authorized and directed the Executive Committee to assume responsibility for the solicitation, evaluation, and selection/recommendation of an executive recruitment firm for Board consideration and contract approval.

Since October 3, 2024, the Executive Committee has met five times to date. Following the Committee's recommendations and directions, on December 20, 2024, staff forwarded an RFP to four executive search firms, Bob Murray & Associates, CPS HR Consulting, Peckham & McKenney, and Ralph Andersen & Associates. Each of the firms submitted a proposal by the January 8, 2025 deadline.

The Executive Committee evaluated the four proposals and developed a short list of two firms, Peckham & McKenney and Ralph Andersen & Associates, to move on to the

interview phase of the evaluation process. Representatives of these two firms were invited to interview with the Committee on February 11, 2025. Following a thorough interview and committee discussion, the Executive Committee voted unanimously to recommend the Board to enter into a contract with Ralph Andersen & Associates.

If your Board should approve this proposed contact at your meeting today, staff will immediately issue a Notice to Proceed to get the search process started.

The Project Director for Ralph Andersen & Associates is Mr. Fred Wilson. One of Mr. Wilson's first tasks will be to work with the Directors of the Board to develop a position profile of the new General Manager. This task will enable to Mr. Wilson to prepare a recruitment brochure for District approval and begin the recruiting phase.

Mr. Wilson will develop candidate lists and screen and perform background checks on the candidates. Ultimately, he will prepare a book of potential candidates from which a short list of candidates will be recommended and approved for interviews.

The details of the scope of services for this contract are shown in Exhibit A to Agreement No. 25-002.

Further, due to the critical, time-sensitive nature of this recruitment and the desire to facilitate the development and screening of a qualified pool of General Manager candidates, the Executive Committee recommends that the VRSD Board delegate to the Executive Committee 1) Approval of the final recruitment brochure, and 2) approval of the short list of candidates to be interviewed by the full VRSD Board. Delegating these tasks to the Executive Committee is expected to make this process more efficient and effective.

PROPOSAL

Pursuant to the Executive Committee's recommendation, Staff recommends the Board approve Contract 25-002 with Ralph Andersen & Associates and delegate key search tasks to the Executive Committee.

This letter and the associated contract have been reviewed by Legal Counsel as to form.

If you should have any questions or need additional information, please contact me by phone at (805) 658-4600 or email at ChrisTheisen@vrzd.com.

Chris Theisen, General Manager

APPROVED FOR FISCAL IMPACT:



Tina Rivera, Director of Finance

APPROVED FOR AGENDA: _____

Chris Theisen, General Manager

Attachments: 1. Agreement No. 25-002 with Ralph Andersen & Associates

**VENTURA REGIONAL SANITATION DISTRICT
CONTRACT NO. 25-002**

**AGREEMENT FOR
EXECUTIVE RECRUITING SERVICES BETWEEN
VENTURA REGIONAL SANITATION DISTRICT
AND
RALPH ANDERSEN & ASSOCIATES**

THIS AGREEMENT is made and entered into this 20th day of February 2025, by and between the VENTURA REGIONAL SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 et seq. (“DISTRICT”) and Ralph Andersen & Associates, a California Corporation (“CONSULTANT”). Together, DISTRICT and CONSULTANT shall be referred to herein as Parties.

RECITALS

A. DISTRICT is a public solid waste and wastewater management governmental entity organized in 1970 pursuant to the County Sanitation District Act of Health and Safety Code Section 4700 *et seq.* The DISTRICT is an enterprise agency with a service area encompassing most of Ventura County.

B. DISTRICT employs a General Manager as the chief executive officer of the District, reporting to the Board of Directors.

C. The Incumbent General Managers has notified the DISTRICT of his intent to retire in 2025.

D. DISTRICT has a need for a consultant who has specialized knowledge and experience in providing government executive search services to assist DISTRICT in hiring a new General Manager.

E. CONSULTANT represents that it has the expertise and experience to provide government executive recruitment to DISTRICT.

F. DISTRICT has selected CONSULTANT, based upon the above representations and in conformance with the negotiated procurement provisions of Section 403 of the DISTRICT Purchasing Resolution No. 89-13.

G. Parties agree to enter into this Agreement based upon the valuable and mutual consideration set forth below and the recitals above and to abide by its terms and conditions as set forth herein.

AGREEMENT

ARTICLE 1: WORK STATEMENT/SCOPE OF SERVICES

A. CONSULTANT shall provide the executive recruiting services to the DISTRICT as described in the SCOPE OF SERVICES which is attached as Exhibit “A” to this Agreement and incorporated herein by reference.

B. CONSULTANT shall use its best professional efforts and best industry practices in providing executive recruiting services to DISTRICT and shall cooperate fully with DISTRICT and provide DISTRICT with all available information and assistance in relation to Exhibit A.

C. The Parties acknowledge and agree that CONSULTANT owes the DISTRICT a fiduciary duty to conduct all affairs of the DISTRICT in accordance with all applicable federal and state laws and the highest standards of good faith, trust, confidence and candor, and to endeavor, to the best of CONSULTANT'S ability, to promote and protect the best interests of the DISTRICT.

D. CONSULTANT shall not, at any time during the term of this Agreement, directly or indirectly, act as a partner, officer, director, consultant or employee, or provide environmental monitoring consulting services to any other business enterprise or governmental agency that conflicts with the DISTRICT's mission and business operations or CONSULTANT's duty of loyalty or fiduciary duty to the DISTRICT.

E. CONSULTANT shall begin work, as needed, immediately after the Agreement is signed by both parties. PARTIES agree that any and all work shall be done in a diligent and professional manner to DISTRICT's satisfaction.

ARTICLE 2: TERM OF CONTRACT

A. Unless otherwise earlier modified or terminated, this Agreement shall continue in force until the services specified herein have been fully performed. Upon execution of this Agreement by both Parties, CONSULTANT shall diligently pursue work to assure completion on a timely basis. Unless otherwise extended in writing by both Parties, this contract shall automatically terminate on December 31, 2025, except for the industry-standard guarantee provision more fully stated in Exhibit B: Fee Schedule to this Agreement which may keep this Agreement enforceable for one (1) year following the successful candidate's appointment or start date with the DISTRICT. Parties, further agree that DISTRICT has the option of modifying, renewing, or extending each fiscal year term of this Agreement for one fiscal year to reflect the DISTRICT's fiscal condition, restraints and priorities as set forth in the corresponding FY Budget approved by the DISTRICT Board of Directors.

B. This Agreement may be modified, renewed, or extended only by mutual agreement of the Parties, so that the DISTRICT may either adjust the total compensation or scope of work of this Agreement to be consistent with fiscal condition, restraints and priorities set forth in the DISTRICT Board of Directors approved FY Budget. The DISTRICT General Manager, on behalf of the DISTRICT Board of Directors ("BOARD"), may sign such modification, renewal or extension of the Agreement, on a form approved by the DISTRICT Legal Counsel.

C. The Parties acknowledge and agree that this Agreement for government job classification and compensation consulting services is dependent upon the availability of District funding. If funding to make payments in accordance with the provisions of this Agreement is not forthcoming from the District Board of Directors, or is not allocated or allotted to this Agreement by the District Board of Directors for periodic payment in the current or any future fiscal period, then the obligations of the District to make payments after the effective date of such non-allocation or non-funding will cease and terminate.

D. If funding, to make payments in accordance with the provisions of this Agreement, is delayed or is reduced from the District Board of Directors for this Agreement, or is not allocated or allotted in full by the District Board of Directors for this Agreement for periodic payment in the current or any future fiscal period, then the CONSULTANT shall either accept the delayed or reduced payment obligations of District or agree that District has the right to terminate the Agreement as provided in Article 6. If such funding is reduced, District in its sole discretion shall determine which aspects or tasks of the Agreement shall proceed and which work or tasks shall be performed, with corresponding CONSULTANT's Charges for such Services and associated Deliverables. In these situations, District agrees to pay Contractor for Services and Deliverables and certain of its costs in accordance with the terms of Exhibit B: FEE SCHEDULE to the Agreement. Any obligation to pay by District will not extend beyond the end of District's then-current funding period, except as otherwise provided herein.

E. CONSULTANT expressly agrees that no penalty or damages shall be applied to, or shall accrue to, DISTRICT in the event that the necessary funding to pay under the terms of this Contract is not available, not allocated, not allotted, delayed or reduced.

ARTICLE 3: INDEPENDENT CONSULTANT RELATIONSHIP

A. It is expressly understood between the Parties that no employee/employer relationship is intended, the relationship of CONSULTANT to DISTRICT being that of an independent contractor. DISTRICT shall not be required to make any payroll deductions or provide Workers' Compensation Insurance coverage or health benefits to CONSULTANT.

B. CONSULTANT is solely responsible for selecting the means, methods and procedures for performing its services hereunder as assigned by DISTRICT and for coordinating all portions of the work so the result will be satisfactory to the DISTRICT. CONSULTANT will supply all tools and instrumentalities required to perform its services under this Agreement.

C. CONSULTANT, pursuant to this Agreement, is rendering professional services only and any payments made to it are compensation solely for such services as it may render and recommendations it may make in the performance of services.

ARTICLE 4: CONFIDENTIALITY, CONFIDENTIAL RELATIONSHIP, AND OWNERSHIP OF DOCUMENTS

A. CONSULTANT agrees that all dealings of the Parties under this Agreement shall be confidential and no report, data, information or communication developed, prepared or assembled by CONSULTANT under this Agreement, or any information made available to CONSULTANT by DISTRICT, shall be revealed, disseminated or made available by CONSULTANT to any person or entity other than DISTRICT without the prior written consent of DISTRICT. All data, calculations, drawings and other documents developed, prepared, completed or acquired by CONSULTANT during the performance of its services hereunder shall be given or turned over to DISTRICT upon termination of this Agreement.

B. CONSULTANT shall provide copies of original source electronic files (i.e., Microsoft Word or Excel files, digital photos, etc.) of all work completed as part of this Contract. Such files shall not be protected, encrypted or otherwise have their access restricted.

C. Any and all documents, reports, surveys, data compilation, interview results or records produced pursuant to this Agreement by the CONSULTANT shall be the property of the DISTRICT and under the ownership of the DISTRICT.

D. CONSULTANT acknowledges and agrees that the California Public Records Act (Cal. Govt. Code Section 7920.000 *et seq.*) mandates public access to government records and that documents and information produced under this Agreement, unless specifically exempt from disclosure by law, shall be available to the public upon proper request.

E. If CONSULTANT believes any communication contains trade secrets or other proprietary information that the CONSULTANT believes would harm their competitive position if disclosed, the CONSULTANT shall request that DISTRICT withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential.

ARTICLE 5: PAYMENT TO CONSULTANT

A. In consideration of CONSULTANT's performance of services as described herein, DISTRICT shall pay CONSULTANT fees for its services according to Exhibit "B" FEE SCHEDULE attached and incorporated by reference herein. On or prior to the tenth (10th) day of each calendar month after actual work

is started, CONSULTANT shall submit an invoice in sufficient detail to show the total amount of work done in terms of hours and specific tasks to the last day of the month preceding the one in which the invoice is submitted. DISTRICT shall review and approve CONSULTANT's invoice for accuracy and agree with CONSULTANT on any adjustments that may be appropriate. Such approvals shall not be unreasonably withheld. DISTRICT shall pay CONSULTANT for all approved work and materials within thirty (30) days of agreement on the amount of the invoice. In the event of disagreement with CONSULTANT on adjustments or disallowances, said amounts and disputes shall be withheld until resolved. Upon resolution of the disagreements, payment of the approved amount shall be made within thirty (30) days after deducting therefrom all previous payments and all sums to be retained under the terms of the agreement.

B. Total fees or compensation to be paid by DISTRICT to CONSULTANT for CONSULTANT's services described herein shall not exceed thirty-eight thousand, nine hundred and fifty dollars (\$38,950) without written amendment hereto.

C. Invoice shall include a time activity report which includes the name and title/position of each person performing work, date and brief description of the work performed, number of hours worked, and labor rate.

D. CONSULTANT will track expenditures by task and sub-task and will not exceed the total not-to-exceed amount without written authorization from the DISTRICT.

ARTICLE 6: TERMINATION OF CONTRACT

CONSULTANT specifically acknowledges and agrees that DISTRICT may terminate CONSULTANT's services at any time with or without cause, regardless of whether CONSULTANT's services or the Project are completed. Any termination or any special instructions hereunder from DISTRICT shall be made in writing. In the event of such termination, CONSULTANT shall have the right to expend additional time (not to exceed 10% of the total fees payable under this Agreement) to assemble the work in progress for the purpose of proper filing and closing the job. Such additional time shall not increase CONSULTANT's total compensation beyond the maximum stated in Article 5.

ARTICLE 7: INDEMNIFICATION AND HOLD HARMLESS

CONSULTANT agrees to defend, indemnify and hold harmless DISTRICT and its officers, agents and employees, from and against any and all liability, damages, costs, losses, claims and expenses, however caused, resulting directly or indirectly from or connected with CONSULTANT's negligent performance of this Agreement (including, but not limited to such liability, cost, damage, loss, claim or expense arising from the death of or injury to, or damage to property of CONSULTANT, DISTRICT, or their respective employees or agents), except to the extent that such liability, damages, costs, losses, claims or expenses are caused by the negligent or wrongful acts or omissions of DISTRICT or any of its agents or employees.

ARTICLE 8: INSURANCE

CONSULTANT shall provide and keep in effect during the term of this Agreement insurance as follows:

A. Workers' Compensation and Employer's Liability policies in accordance with and as required by applicable laws.

B. Commercial General Liability policies with combined single limit coverage of at least \$1,000,000 for any personal injury, death, or property damage.

C. Comprehensive Automobile Liability policies with combined single limit coverage of at least \$1,000,000 for personal injury, death, or property damage.

D. Errors and Omissions coverage with minimum limits of \$1,000,000 in full force and effect during the life of this contract.

CONSULTANT shall provide certificates of such insurance to DISTRICT prior to the start of work. Said certificates shall specifically provide that: (1) DISTRICT is an additional insured for the coverage in Items B and C above; (2) any other insurance coverage applicable to the loss shall be deemed excess coverage and CONSULTANT's insurance shall be primary for the coverage in Items B and C above; and (3) such insurance shall not be terminated or canceled without thirty (30) days' prior written notice having been given DISTRICT at its address set forth in this Agreement.

ARTICLE 9: SUBCONSULTANTS

This Agreement is a personal service contract and the consulting work hereunder shall not be delegated or assigned by CONSULTANT to any person or entity without the prior written consent of DISTRICT. Breach of this provision shall be grounds for immediate termination of this Agreement.

ARTICLE 10: AUTHORITY TO EXECUTE AGREEMENT

Both DISTRICT and CONSULTANT do covenant that each individual executing this Agreement on behalf of each Party is a person duly authorized and empowered to execute Agreements for such Party.

ARTICLE 11: NO WAIVER

No failure or delay by DISTRICT in asserting any of DISTRICT's rights and remedies as to any default of CONSULTANT shall operate as a waiver of the default, of any subsequent or other default by CONSULTANT, or of any of DISTRICT's rights or remedies. No such delay shall deprive DISTRICT of its right to institute and maintain any action or proceeding which may be necessary to protect, assert or enforce any rights or remedies arising out of this Agreement or the performance of this Agreement.

ARTICLE 12: PARTIAL INVALIDITY

If any term, covenant, condition, or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby.

ARTICLE 13: TERMS

No alteration or amendment of the terms of this Agreement shall be valid unless made in writing and signed by the Parties. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties.

ARTICLE 14: CALIFORNIA LAW

This Agreement shall be interpreted and construed pursuant to the laws of the State of California. This Agreement shall be governed by the Uniform Commercial Code of the State of California, as amended. The Parties agree that should litigation arising from this Agreement be commenced within California, such litigation shall occur within a court of competent jurisdiction within the County of Ventura.

ARTICLE 15: COMPLIANCE WITH LAWS

- A. CONSULTANT shall be solely responsible for giving all notices and complying with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority relating to CONSULTANT's work, the safety of the persons or property involved, and their protection from damage or injury. CONSULTANT shall defend, indemnify and hold DISTRICT harmless from and against all claims, demands, payments, suits, actions, proceedings and judgments of

every nature and description, including reasonable attorneys' fees and costs, brought or recovered against DISTRICT, for or on account of any liability under said laws, ordinances, rules, regulations and orders which may be incurred by reason of any work to be performed by CONSULTANT with this Agreement.

- B. CONSULTANT warranted and represented that it presently has no interest, and agrees that it will not acquire any interest, which would present a conflict of interest with VRSD under California Government Code sections 1090 *et seq.*, or California Code of Regulations sections 87100, *et seq.*, during the performance of services under this Agreement. Violation of this provision may result in any Agreement approved being deemed void and unenforceable.

ARTICLE 16: FORCE MAJEURE

Neither CONSULTANT nor DISTRICT shall be liable or deemed to be in default for any delay or failure in performance under this Agreement due to interruption of services resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, or any similar cause beyond the reasonable control of CONSULTANT or DISTRICT.

ARTICLE 17: CONSULTANT COMMUNICATIONS

CONSULTANT acknowledges and agrees that its employees, agents, or representatives working on this Agreement shall not communicate, directly or indirectly, with any one of the VRSD Board of Directors, or their respective agents or representatives about this Agreement, the work under this Agreement or the purpose / objectives of this Agreement until such time as the proposals have been submitted. Moreover, CONSULTANT, its employees, agents, or representatives shall not communicate outside the procedures set forth in this Agreement or Scope of Services with any officer, employee, or agent of VRSD with the exception of the Agreement Facilitator and primary contact for this Agreement – District General Manager Chris Theisen. CONSULTANT further acknowledges and agrees that this article's restriction on CONSULTANT communications is designed to ensure as fair, reasonable, and objective outcome as possible in the classification and compensation study for the DISTRICT.

ARTICLE 18: DISPUTE RESOLUTION

If CONSULTANT and DISTRICT have a dispute concerning the payment of sums pursuant to their Contract, the Parties agree to be governed by Public Contracts Code Section 20104, *et seq.* In the event of such dispute, CONSULTANT shall file a written claim with DISTRICT. DISTRICT shall respond in writing within forty-five (45) days or, within thirty (30) days request additional documentation and respond within fifteen (15) days after said request.

ARTICLE 19: MODIFICATION or AMENDMENT

This Agreement, in whole or in part, may not be amended, modified, or altered in any way unless it is first put in writing and then mutually agreed to by authorized representatives of the Parties.

ARTICLE 20: NOTICES

All notices or other official correspondence relating to contractual matters between the Parties shall be made by depositing the same as first-class, postage-paid mail addressed as follows:

To CONSULTANT: Fred Wilson, Project Director
Ralph Andersen & Associates
5800 Stanford Ranch Road, Suite 410
Rocklin, CA 95765

To DISTRICT: Chris Theisen, General Manager
VENTURA REGIONAL SANITATION DISTRICT
4105 West Gonzales Road
Oxnard, CA 93036-2748

or to such other address as either Party may designate hereinafter in writing delivered to the other Party.
All notices shall be deemed to have been received three (3) days after mailing.

ARTICLE 21: EXECUTION IN COUNTERPARTS

This Agreement and any amendments hereto may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts shall constitute one and the same Agreement, as may be amended from time to time. Delivery of an executed counterpart of a signature page to this Agreement by facsimile, PDF or other electronic means shall have the same impact and effect as original counterparts and shall be valid, enforceable and binding.

IN WITNESS WHEREOF, the Parties hereto have executed this agreement the day and year first above written.

VENTURA REGIONAL
SANITATION DISTRICT

RALPH ANDERSEN & ASSOCIATES

By _____
DAVID NEWMAN
Chairperson of the Board

By Heather Renschler
HEATHER RENSCHLER
Heather Renschler (Feb 13, 2025 17:35 PST)
President/CEO

APPROVED AS TO FORM:

NOSSAMAN, LLP

By _____
ROBERT N. KWONG
Legal Counsel for District

ATTEST:

By _____
MAYRA RODRIGUEZ
Clerk of the Board

EXHIBIT A SCOPE OF SERVICES

The following is CONSULTANT's Work Plan for this executive recruitment for the DISTRICT General Manager.

General Statement of Work:

The executive recruitment techniques used by Ralph Andersen & Associates have been developed and used successfully with hundreds of clients for more than 52 years and it relies heavily on person-to-person contact to identify outstanding potential candidates and, in the evaluation phase, to gain a complete understanding of the background, experience, and management style of the top candidates.

The general search process, which will be tailored to fit the specific needs of the DISTRICT, shall include, but not be limited to:

1. Developing a comprehensive DISTRICT General Manager profile based upon information obtained in video meetings or telephone calls with the members of the DISTRICT Board of Directors, key staff members, and others as may be directed (i.e., key stakeholder groups) by the DISTRICT.
2. Extensive *personal outreach*, via telephone and through internet technology, to qualified candidates throughout California and across the nation, as necessary.
3. A marketing strategy that uses selected advertising to supplement the extensive candidate identification process, uses the Internet and social media, and also uses our already established professional contacts in the field of public utilities, public works, wastewater treatment, and municipal solid waste landfills.
4. A screening and assessment process that narrows the field of candidates to those that most closely match the needs of the District and is based on extensive reference checks and telephone interviews with the top candidates.
5. Delivering a product in the form of a search report that recommends the top group of candidates and provides the decision-makers with detailed information about their backgrounds and experience.
6. Assistance during the interview and selection process and in the negotiation of a compensation package.

Specific Work Plan:

This section describes the steps to be taken in the search for a new General Manager for the DISTRICT. This recruitment will be under the direction of Mr. Fred Wilson, Project Director/Search Consultant (Project Director), who will deliver regular updates (typically done orally) throughout each stage of the search.

Task 1 – Review Project Management Approach

- A. The Project Director will begin work on this recruitment within 10 days (or sooner) after the DISTRICT provides a fully-executed contract or, alternatively, an official notice to proceed.
- B. Project Director will finalize the recruiting and selection process with the DISTRICT's Agreement Facilitator and/or Chairperson of the DISTRICT's Board of Directors via telephonic or video conferencing, as necessary, so that project management for this search, review of the work plan, confirmation of timing, application period, and communication methods are established.

Task 2 – Develop Position Profile

- A. Collect Technical Information

Project Director will conduct video meetings with individual members of the DISTRICT Board of Directors

and key staff members, and key stakeholders as directed by the DISTRICT to gain a good understanding of the experience and professional background requirements desired in the General Manager as well as the work environment and the issues facing the DISTRICT.

B. Develop Recruitment Criteria

1. Project Director shall draft and finalize DISTRICT General Manager recruitment criteria or those personal and professional characteristics and experiences desired in the General Manager.
2. Project Director shall ensure that the recruitment criteria reflects the goals and priorities of the DISTRICT including the DISTRICT's vision and values.
3. Project Director shall use the technical information and recruitment criteria described above to develop a Candidate Profile for DISTRICT review and approval.
4. CONSULTANT shall also use the technical information and recruitment criteria described above to prepare an information brochure for DISTRICT review, modification (as necessary), and approval so that it can be published for use throughout the search process.

Task 3 – Outreach and Recruiting

A. Outreach

1. Develop an accelerated outreach and advertising campaign that will include the placement of ads in publications such as *Western City Magazine*, *BC Waterjobs*, *California Special Districts Association (CSDA)*, *American Public Works Association (APWA)*, and other professional publications in addition to specific Internet sites related to government.²
2. Placement of DISTRICT General Manager advertisement and the full text of the position profile (the recruitment brochure) on the Consultant's website.

B. Candidate Identification

1. CONSULTANT shall use and leverage their extensive contacts to focus the DISTRICT General Manager recruiting effort for a quality pool of candidates.
2. Project Director will target those individuals who meet the criteria set by the District and will send an information brochure to each of the candidates identified through the recruiting efforts.
3. Project Director shall directly contact each of the candidates identified to discuss the position and to solicit their interest in being considered for the DISTRICT General Manager position.
4. Gather applications and resumes from interested candidates.
5. Acknowledge receipt of applications and resumes and advise candidates of the general timing of the search process.

Task 4 – Candidate Evaluation

This task will be conducted following the application closing date.

A. Screening

1. Carefully review all the applications to identify those who meet recruitment criteria and minimum qualifications for more detailed evaluation.

2. Detailed evaluation will include consideration of such factors as professional experience, technical or subject matter expertise, and size and complexity of the candidate's current organization as compared to the candidate profile.

B. Preliminary Research and Internet Review of Candidates

The research staff of CONSULTANT, under the direction of the Project Director, will conduct preliminary background research and internet review for those candidates identified as the most qualified as a result of the screening process.

C. Preliminary Interviews via Video Conferencing Technology

1. The Project Director will conduct preliminary interviews with the top group of candidates identified through the screening and preliminary research and Internet review processes.
2. These interviews shall be extensive and designed to gain additional information about the candidates' experience, management style, and "fit" with the recruitment criteria.
3. Through the candidate screening and preliminary interviews process, Project Director shall endeavor to reduce the field or pool of qualified candidates/applicants to approximately four (4) to six (6) individuals for review by the DISTRICT Executive Committee of the Board of Directors prior to proceeding with the individual final candidate interviews before the full DISTRICT Board of Directors.

Task 5 – Search Report

- A. After completing Task 4, all documentation received or developed in the search process detailed above will be supplied to the District electronically. No hard copies will be supplied to the District for any phase of this search engagement.
- B. Project Director will prepare detailed information for review including resumes uploaded to a file sharing system (i.e., OneDrive or ShareFile).
- C. Project Director will conduct a video conference call or in-person meeting with the Board of Directors or other designated representative to review the search report on the top candidates.
- D. The search report shall divide all of the candidates into four groups including 1) the top group of candidates that are recommended to be interviewed via video by the Board of Directors; 2) a backup group to the first group; 3) no further consideration group; and 4) lacks minimum qualifications.
- E. The search report will include candidate resumes and cover letters. The results of preliminary media research will be included. This meeting will result in a confirmed group of top candidates for the Board to further consider.
- F. CONSULTANT typically does not conduct references on all of the finalist candidates to be interviewed by the full DISTRICT Board of Directors, but will do a partial background on the top 2-3 candidates with various verifications, internet search, and limited references (outside of current employer) since references for current employers are often not released by candidates until the final stage of the search process when they are assured of being the candidate of choice.
- G. Consultant shall provide verifications such as credit check, DMV Report, and civil/criminal once a contingent offer is made to the selected candidate unless the finalist candidate(s) give explicit approval and sign a release to proceed.
- H. CONSULTANT shall do education checks **before** the slate of candidates' interviews with the Board of Directors.
- I. The results of the Search Report will be a confirmed group of finalist candidates that the full Board of Directors will interview.

Task 6 – Selection

Although the final selection process will vary depending upon the desires and schedule of the DISTRICT Board of Directors, CONSULTANT typically provides the following services related to the actual selection of the successful candidate:

- A. Project Director will coordinate the selection process for the finalist group of candidates. This includes handling the logistical matters with candidates and with the District.
- B. CONSULTANT will prepare an electronic interview booklet (uploaded to a file sharing program such as OneDrive or ShareFile) that includes the resume, cover letter, and preliminary media research for each candidate. In addition, this electronic information will contain suggested questions and areas for discussion based upon the recruitment criteria. Electronic copies of the interview booklet will be provided in advance of the candidate interviews. No hard copies of material will be provided. Should the District desire hard copies, it will be the responsibility of the District to produce and distribute.
- C. Project Director will facilitate the final candidate interviews to assist the District through the selection process. This assistance will include an initial orientation, candidate introductions, and facilitation of discussion of candidates after all interviews have been completed.
- D. Additionally, verifications will be made on the top 2-3 candidates and will include education verifications, Department of Motor Vehicle check, and credit check. Due to the Fair Chance Act (Calif. Gov. Code §12952, criminal background or conviction history checks are only permissible when a contingent offer of employment is made. The results of these verifications will be discussed with the District at the appropriate time.
- E. Informal (limited) reference checks will be conducted on the top 2-3 candidates. A more detailed reference report will be done on the top candidate. The results of these reference checks will be discussed with the Board of Directors at the appropriate time during a closed session.
- F. As needed, the Project Director is available to provide assistance to the Board of Directors in the final selection as may be desired. This assistance may include providing or obtaining any additional information desired to assist in making the final selection decision.

Task 7 – Negotiation

- A. The Project Director shall make himself available to assist the Board of Directors in negotiating a compensation package with the selected candidate. This includes recommendations on setting compensation levels.
- B. Additionally, if desired by the Board of Directors, CONSULTANT will coordinate with the District to prepare a draft employment agreement and work with the Board of Directors on the finalization of this document.

Task 8 – Close Out

After the District has reached agreement with the individual selected for the position, the Project Director will close out the search. These activities will include advising all of the finalist candidates of the status of the search by telephone.

Work Schedule:

We anticipate approximately a 90-120-day time frame for this entire recruitment process. Importantly, there is the ability to begin this process effectively with the use of video technology and file sharing methods that support a very strategic approach under Project Director's direction, although most if not all meetings will be done in person, if possible. A sample timeline is provided below.

Task	Estimated Week of Completion
Task 1 – Review Project Management Approach	Week One
Task 2 – Develop Position Profile and Recruitment Brochure	Week One – Week Two
Task 3 – Outreach and Recruiting	Week Two – Seven
Task 4 – Candidate Evaluation	Ongoing Throughout Process (typically more focused during Week Six and Week Seven)
Task 5 – Search Report	Week Eight – Week Nine
Task 6 – Selection	Week Nine - Week Ten
Task 7 – Negotiation	Week Ten – Week Eleven
Task 8 – Close Out	Week Twelve

EXHIBIT B FEE SCHEDULE

Project Cost

The recruitment effort for a new General Manager for the Ventura Regional Sanitation District will be a national search process. The review of resumes and qualifications will be conducted on all candidates that submit giving the District the ability to select from a broad field of qualified candidates. The professional services fee to perform this search will be a **fixed fee of \$38,950*** for recruitment services and all related expenses.

***Note** – Expenses included in this fixed fee include such items as advertising, consultant interaction (anticipated to be done primarily through videoconferencing except for finalist interviews), clerical, graphic design, research, and long-distance telephone charges. On top candidates, Internet and Lexis/Nexis searches will be conducted. Additionally, education verifications, DMV check, wants and warrants, civil and criminal litigation search, and credit check will be conducted on the top two candidates. Informal (limited) reference checks will be conducted on the top 2 to 3 candidates. Detailed reference checks will be conducted on the top candidate. Should the district desire to conduct detailed reference calls on more than one candidate, a background fee of \$1,800 per candidate will be billed in addition to the above stated fees. Limited references (outside of current employer) are included in this quote.

Invoicing for Services – Ralph Andersen & Associates will bill the fixed fee to the District in four installments as follows:

- Following kick-off and finalization of recruitment brochure – \$11,685
- After the closing date – \$11,685
- After finalist interviews – \$11,685
- Upon placement – \$3,895

Progress payments will be due upon receipt.

Brochure – A full-color electronic brochure will be developed for the recruitment of the general manager. All pictures will be the responsibility of the District. The District will also be responsible for ensuring that there are no copyright restrictions on the photographs supplied to Ralph Andersen & Associates and that the District will agree to pay any and all related charges or fines if a copyright violation is incurred either during the search itself or subsequently.

Exception – Any candidate travel is the full responsibility of the District.

Ralph Andersen & Associates' Guarantee

Ralph Andersen & Associates offers the industry-standard guarantee on our full search services. If within a one-year period after appointment, the General Manager resigns or is dismissed for cause, we will conduct another search free of all charges for professional services. The Ventura Regional Sanitation District would be expected to pay for the reimbursement of all incurred expenses.

If a placement is not made in the first outreach effort, the Consultant will conduct a second outreach effort with no charge for Professional Services. The District would be expected to pay for all incurred expenses.