



AGENDA

SPECIAL MEETING

LA PALMA CITY COUNCIL

TUESDAY, APRIL 15, 2025

Mark I. Waldman
Mayor

Nitesh P. Patel
Mayor Pro Tem

Debbie S. Baker
Council Member

Janet Keo Conklin
Council Member

Vikesh P. Patel
Council Member

4:00 PM Closed Session

5:00 PM Open Session

La Palma City Hall

Council Chambers

7822 Walker Street, La Palma

CALL TO ORDER

CLOSED SESSION

CS-1. CONFERENCE WITH LABOR NEGOTIATORS **Pursuant to Government Code section 54957.6.**

Agency Designated Representatives: Conal McNamara, City Manager
Ryan Hallett, Assistant City Manager

Employee Organizations: La Palma General Employees Association
La Palma Police Association
La Palma Professional Employees Association

Unrepresented Employees: Executive Management

CS-2. PUBLIC EMPLOYEE APPOINTMENT/RECRUITMENT

Pursuant to Government Code section 54957(b)(1)

Position Title: Interim City Manager

CS-3. PUBLIC EMPLOYEE APPOINTMENT/RECRUITMENT

Pursuant to Government Code Section 54957(b)(1)

Position Title: City Manager

OPEN SESSION TO BEGIN AT 5:00 P.M.

PLEDGE OF ALLEGIANCE

ROLL CALL

ORAL COMMUNICATIONS (Time Limit: 5 Minutes Each)

Time has been reserved at this point in the Agenda for persons wishing to speak on any item that is not listed on the Agenda. By law, the City Council is prohibited from taking action on such oral comments. The matter will be automatically referred to staff for appropriate response or action or will be placed on the Agenda of a future meeting. Matters listed on the Agenda may be addressed either at this time or at the time they are before the City Council for discussion.

REGULAR ITEMS

1. Interim City Manager Agreement

It is recommended that the City Council adopt the attached Resolution and authorize the Mayor to sign an Employment Agreement with Michael J. Egan.

2. Approval of Executive Recruiter Agreement

It is recommended the City Council authorize the City Manager to execute an Agreement with Ralph Andersen & Associates for the recruitment of a new permanent City Manager.

ADJOURNMENT

NOTE: As a general rule, staff reports or other written documentation have been prepared or organized with respect to each item of business listed on the agenda. Copies of these materials and other disclosable public records distributed to all or a majority of the members of the City Council in connection with an open session item on the agenda are on file and available for inspection with the Office of the City Clerk, City Hall, 7822 Walker Street, during regular business hours 7:30 A.M. to 6:30 P.M., Monday through Thursday. If such writings are distributed to members of the Council on the day of a City Council meeting, the writings will be available at the entrance to the City Council Chambers. If you have any questions regarding any item of business on the agenda for this meeting, any of the staff reports, or other documentation relating to any agenda item, please contact the City Clerk at (714) 690-3334.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, you should contact the City Clerk at (714) 690-3334. Notification 48 hours prior to the meeting will enable the City to make reasonable accommodations to ensure accessibility to this meeting.

City of La Palma

Agenda Item No. 1



MEETING DATE: April 15, 2025

TO: City Council

FROM: City Manager

SUBMITTED BY: Conal McNamara, City Manager

AGENDA TITLE: Interim City Manager Agreement

RECOMMENDED ACTION:

It is recommended that the City Council adopt the attached Resolution and authorize the Mayor to sign an Employment Agreement with Michael J. Egan.

SUMMARY:

On April 1, 2025, during closed session, the City Council conducted interviews for Interim City Manager services pursuant to Government Code Section 54957. Following those interviews, the City Council directed that an agreement be prepared with Mr. Egan to provide Interim City Manager Services. The attached agreement provides that Mr. Egan provide the City of La Palma Interim City Manager services until December 31, 2025, for approximately thirty-two to thirty-eight hours per week at an hourly rate of \$122.81, which represents the annual salary of the City Manager, divided by twelve months and divided again by 173.333, as required by Government Code section 21221(h).

Mr. Egan is a seasoned public sector executive with over 30 years of local government experience, having served as City Manager for the Cities of Norwalk and Bellflower. Following his retirement in 2017, he continued to support municipal operations through interim assignments, including serving as Interim City Manager for the City of Artesia, and as a Director at Tripepi Smith, where he provided strategic guidance and public agency engagement services. His extensive background and proven leadership qualify him to serve as Interim City Manager pursuant to this Agreement.

Mr. Egan will commence employment on April 28, 2025, to allow him some overlap with Mr. McNamara before his departure. The interim appointment complies with Government Code sections 7522.56 and 21221(h), which allow retired annuitants of the California Public Employees' Retirement System (CalPERS) to work in a limited term appointment under specific rules.

FISCAL IMPACT:

Sufficient funds were allocated in the Fiscal Year 2024-25 Budget for the City Manager's salary with the vacancy due to Mr. McNamara's departure.

ATTACHMENTS:

1. Resolution Appointing PERS Annuitant as Interim City Manager
2. Employment Agreement for Interim City Manager

RESOLUTION NO.____

**RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF LA PALMA REQUESTING
APPROVAL OF PUBLIC EMPLOYEES' RETIREMENT SYSTEM (PERS)
FOR HIRING OF ANNUITANT FOR TEMPORARY APPOINTMENT
TO CRITICAL POSITION OF INTERIM CITY MANAGER
PURSUANT TO GOVERNMENT CODE SECTION 21221(h)**

WHEREAS, the position of City Manager is a critical position to the City of La Palma (the "City") as the City is a Council/manager type of government and the City Manager is the head of all operations within the City. Due to the impending departure of its City Manager, Conal McNamara, and continuing efforts to recruit his replacement, the City must provide continuing City Manager services to provide direction for all municipal operations during the transition period for recruitment and appointment and training/mentoring of a new full time City Manager; and

WHEREAS, recruitment and training/mentoring of a new employee to fulfill the City Manager position, requiring specialized skills and services critical to the organization, is anticipated to take approximately six months; and

WHEREAS, Michael J. Egan is an experienced City Manager who possesses the specialized skills required to serve as the Interim City Manager during the recruitment process and provide short-term training and mentoring, as necessary, to ensure transition and continuity of critical services through a newly recruited and appointed full time City Manager; and

WHEREAS, Michael J. Egan, is a Public Employees Retirement System ("PERS") annuitant, who has been retired from public service through the PERS system for more than 180 days, and is willing to accept temporary employment with the City of La Palma, within the parameters of Government Code Section 21221(h), as reflected in the Employment Agreement (attached as Exhibit "A"); and

WHEREAS, the City seeks approval from PERS that the hiring of Michael J. Egan to perform specialized services as Interim City Manager, including training and mentoring of a newly appointed City Manager through a recruitment process, for a limited duration, not to exceed 960 hours within a fiscal year and for an hourly rate consistent with the parameters of Government Code Section 21221(h) shall not trigger reinstatement for this PERS annuitant.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of La Palma that:

1. Subject to approval by PERS, Michael J. Egan is appointed as Interim City Manager, pursuant to the terms of the Employment Agreement attached as Exhibit "A"; and
2. The City Council requests that PERS approve temporary employment of PERS annuitant (effective_____, 2025) Michael J. Egan to serve as Interim City Manager during

the period of recruitment for appointment of a full time City Manager and perform specialized training and mentoring of a newly appointed City Manager for a limited duration, which shall not exceed 960 hours per fiscal year as necessary until appointment and training/mentoring of a new full time City Manager is completed, as set forth in the Employment Agreement attached as Exhibit "A".

3. The City Clerk shall certify to the passage and adopt of this Resolution and enter it in the book of original Resolutions.

PASSED, APPROVED, AND ADOPTED this ____ day of_____, 2025 by the City Council of the City of La Palma.

Mark I. Waldman, Mayor

ATTEST:

APPROVED AS TO FORM:

Kimberly Kenney, City Clerk
(seal)

Ajit S. Thind, City Attorney

I HEREBY CERTIFY the foregoing resolution was duly adopted by the City Council of the City of La Palma at a meeting held on the ____ day of _____, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Kimberly Kenney, City Clerk
(seal)

Exhibit A
(Employment Agreement)

**EMPLOYMENT AGREEMENT
WITH MICHAEL J. EGAN
TO PERFORM SPECIALIZED AND
TEMPORARY SERVICES
AS INTERIM CITY MANAGER**

This Employment Agreement ("Agreement") is entered into as of _____, 2025 by and between the CITY OF LA PALMA, a municipal corporation, hereafter referred to the "City" and Michael J. Egan, hereafter referred to as "Employee".

WHEREAS, the City, by and through its City Council, is in the process of recruiting for a regular employee to fill the role of the City Manager position; and

WHEREAS, Michael J. Egan possesses the requisite specialized skills needed by the City and is available to provide services as Interim City Manager while the City continues with the recruitment of the permanent position; and

WHEREAS, Michael J. Egan is able to serve in the role of Interim City Manager from April 28, 2025 until the City has successfully completed recruitment for a new City Manager and provided for up to a two-week overlap with the new City Manager in order to ensure a smooth transition; and

WHEREAS, Michael J. Egan, as a Public Employees Retirement System ("PERS") annuitant, is limited in his ability to accept public employment pursuant to Government Code Section 21221(h); and

WHEREAS, Michael J. Egan is able to provide temporary services to the City of La Palma under the terms of this Agreement and within the constraints of Government Code Section 21221(h) as a PERS annuitant and City desires to hire Michael J. Egan on these terms to provide specialized services of a limited duration, which is not anticipated to exceed eight months and will not exceed 960 hours within the fiscal year.

NOW THEREFORE, in consideration of the above stated desires and the mutual covenants, terms and conditions, herein contained, the parties hereto mutually and freely agree as follows:

SECTION 1 – EMPLOYMENT CONDITIONS AND DUTIES

a. Employee is appointed by and shall serve at the pleasure of the City Council. Employee has performed his due diligence to confirm with PERS that he may accept this temporary appointment as a PERS annuitant.

b. The Employee shall be responsible for performing duties of the Interim City Manager position and other duties and special projects as assigned.

SECTION 2 – EMPLOYMENT TERM

a. City agrees to employ Employee and Employee agrees to be employed and remain in the employment of City for a term beginning April 28, 2025, and ending not later than December 31, 2025. This is an at-will position and Employee has no property interest in his position.

b. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the rights of the City to terminate the services of the Employee at any time during such employment terms or any renewal thereof subject to the provisions as set forth in this agreement.

c. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right to resign at any time from this position with the City, subject to the provisions as set forth in this agreement.

SECTION 3 – EMPLOYEE RESIGNATION

In the event the Employee terminates this Employment Agreement by voluntary resignation, in writing, before expiration of the employment terms or any renewal(s) thereof Employee shall not be entitled to any severance pay but shall be entitled to payment in full for consideration during pay period. In the event that the Employee voluntarily resigns this position before normal expiration date of the employment terms or any renewal he shall give the City at least fourteen (14) days advanced written notice unless the parties agree otherwise. The Employee, should he resign, shall be paid for any earned salary to which he is entitled as of the final day on City payroll.

SECTION 4 – EMPLOYMENT TERMINATION

Employee serves in an at-will capacity as Interim City Manager, during the period of time stated in the Agreement. The City may terminate or remove the Employee with or without cause.

SECTION 5 – WORK HOURS

The Interim City Manager shall coordinate the work schedule based upon needs of the City, though he is expected to typically work between thirty-two (32) and thirty-eight (38) hours a week, including attendance at all City Council meetings. The Mayor may provide direction to Employee regarding the desired work schedule.

SECTION 6 – SALARY

The City shall pay the Employee for all services rendered and worked pursuant to this agreement at \$122.81 per hour, which represents the annual salary of the City Manager position, divided by twelve months and divided again by 173.333, as required

by Government Code Section 21221(h). Employee's salary will be paid on a bi-weekly basis in conformance with the City's established pay periods and pay days; although Employee is required by Government Code Sections 21221(h) to be compensated on an hourly basis, Employee is an FLSA exempt employee and is not entitled to overtime, even if his work week exceeds 40 hours.

The Employee shall maintain detailed timesheets describing his work time, to be submitted to the Deputy City Manager, or his or her designee, on a bi-weekly basis, who shall review and initial the timesheets verifying their accuracy. Once verified, the timesheets will be sent to the City's Accounting Department for review and payment in accordance with the City's established accounting practices.

The Employee will comply with all applicable PERS regulations governing employment after retirement, including the recordation and reporting of all hours worked for the City to PERS as may be required. The City shall assist in any such reporting obligations to PERS. Additionally, the Employee shall keep the City continually apprised of any hours worked by the Employee for other PERS Agencies during the term of this Agreement.

The Employee shall not receive benefits, incentives or compensation in lieu of benefits, sick leave, holiday, vacation pay or any other form of compensation in addition to the hourly rate during his employment under this employment agreement.

SECTION 7 – INDEMNIFICATION

If the employee is named as a party in litigation relating to Employee's actions or inactions as a City employee, the City shall defend Employee and pay any judgment which may be entered against Employee, consistent with the terms of applicable law including Government Code 810 et seq. Pursuant to Government Code section 825(a), the City reserves its rights not to pay a judgment, compromise, or settlement until it is established that the injury arose out of an act or omission occurring within the scope of the Employee's employment under this Agreement.

SECTION 8 – ENTIRE AGREEMENT AND AMENDMENTS

a. This agreement supersedes any and all other agreements between the parties hereto with respect to the employment of the Employee by the City and contains all of the covenants and agreements between the parties with respect to such employment. Each party to this Agreement acknowledges that no representations, inducement, promise, or agreements have been made by any party or anyone acting on behalf of any party orally or otherwise which are not embodied herein.

b. No other agreement, statement or promise not contained in this Agreement shall be valid or binding or shall be used in interpreting the meaning of this Agreement.

c. Amendments, modifications or changes may be made to this Agreement and

shall become effective on the date contained therein when executed in writing and mutually signed by both parties to this Agreement.

d. This Agreement and any amendments, modifications or changes thereto shall be binding upon the City during its term.

e. This Agreement and any amendments, modifications or changes thereto shall be binding upon the Employee and inure to the benefit of the heirs at law and executors of the Employee.

f. This Agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California Any legal action arising under or related to this Agreement shall be brought and prosecuted in the Orange County Superior Court.

SECTION 9 – SEVERABILITY

If any provision or any portion hereof is held to be unconstitutional invalid or unenforceable, the remainder to this Agreement or portion thereof shall be deemed severable, shall not be affected, and shall remain in full force and effect.

CITY OF LA PALMA

Mark I. Waldman, Mayor

ATTEST:

Kimberly Kenney, City Clerk

APPROVED AS TO FORM:

Ajit S. Thind, City Attorney

MICHAEL J. EGAN

Michael J. Egan

City of La Palma

Agenda Item No. 2



MEETING DATE: April 15, 2025

TO: City Council

FROM: City Manager

SUBMITTED BY: Conal McNamara, City Manager

AGENDA TITLE: Approval of Executive Recruiter Agreement

RECOMMENDED ACTION:

It is recommended the City Council authorize the City Manager to execute an Agreement with Ralph Andersen & Associates for the recruitment of a new permanent City Manager.

SUMMARY:

At the March 20, 2025, Special City Council meeting, City Manager McNamara announced that he will assume the position of City Manager for the City of Whittier, effective May 5, 2025, following five years of service with the City of La Palma. At the meeting, the City Council directed City Manager McNamara to solicit proposals for executive recruitment services. Proposals were received from three firms: Bob Murray & Associates, Jacob Green & Associates, and Ralph Andersen & Associates. All three firms submitted written proposals and were interviewed by the Council's Ad Hoc Committee, composed of the Mayor and Mayor Pro Tem, on April 10, 2025.

Following the interviews, it is the Ad Hoc Committee's recommendation that the City Manager contract with Ralph Andersen & Associates to assist the Council in recruiting and selecting the next City Manager for City of La Palma.

FISCAL IMPACT:

The professional services fee for conducting this recruitment is approximately \$27,500, which includes all related expenses. Sufficient funding has been identified in the FY 2024-25 budget, with any remaining costs to be included in the FY 2025-26 budget to cover all recruitment-related expenses.

ATTACHMENTS:

1. Ralph Andersen & Associates Contract
2. Ralph Anderson Proposal

**AGREEMENT FOR CONSULTANT SERVICES
RALPH ANDERSEN & ASSOCIATES**

THIS AGREEMENT FOR the CONSULTANT SERVICES (hereinafter, the "Agreement"), entered into as of April 15, 2025, by and between the CITY OF LA PALMA, a municipal corporation (hereinafter, the "City"), and RALPH ANDERSEN & ASSOCIATES, a corporation (hereinafter, the "Consultant"). The Consultant and the City are hereafter together referred to as the "Parties" and each individually as a "Party."

RECITALS

A. The City requires the services of, and desires to retain, a consultant to perform the services set forth and described in the Scope of Work attached hereto as Exhibit "A" and incorporated herein by this reference (hereinafter, the "Consultant Services").

B. By virtue of the Consultant's expertise, experience, and background, the Consultant is qualified to perform the Consultant Services for and on behalf of the City.

C. The City and the Consultant mutually desire to enter into this Agreement for the provision of the Consultant Services by the Consultant for and on behalf of the City, in accordance with the terms and conditions set forth herein.

EXECUTORY AGREEMENTS

NOW, THEREFORE, in consideration of the facts recited above and the covenants, conditions, and promises contained herein, the City and the Consultant mutually agree as follows:

SECTION ONE: RETENTION AND DUTIES OF CONSULTANT

1.1 The City hereby retains the Consultant, and the Consultant accepts this retention from the City, to perform the Consultant Services as set forth in the Proposal attached hereto as Exhibit "A".

1.2 The Consultant shall perform all services set forth in the Scope of Work in a competent and professional manner, and shall complete all such work, and each component thereof, within the time periods set forth in the Scope of Work.

1.3 In the performance of the Consultant Services, the Consultant shall report to and receive instructions from the City Manager of the City or their designee. Tasks or services other than those specifically described in the Scope of Work shall not be performed without the prior written approval of the City Manager of the City or their designee. If the City changes the scope of the Consultant Services to be performed by the Consultant, or if the Consultant is requested to perform services not specifically described in the Scope of Work, the Consultant shall perform such services as are necessary to complete the work, and compensation for the work performed shall be paid by the City in accordance with the Budget and Fee Schedule attached hereto as Exhibit "B" and incorporated herein by this reference, or as otherwise may be agreed in writing by the City and the Consultant.

1.4 The Consultant shall not subcontract the performance of any of the Consultant Services without the prior written approval of the City.

1.5 All data, studies, drawings, plans, maps, reports, and other documents shall, upon payment in full for the Consultant Services, be furnished to and become the property of the City, without restriction or limitation upon their use.

1.6 The Consultant agrees that the following person shall be the project manager on behalf of the Consultant under this Agreement, and shall be principally responsible for performing the Consultant Services:

Fred Wilson, Project Director

Notwithstanding the foregoing, the parties acknowledge that persons other than the above-designated project manager of the Consultant may perform tasks or services under this Agreement if the performance of such tasks or services is under the supervision and control of the Consultant's project manager. The Consultant shall not alter the assignment of the above-designated project manager without the prior written approval of the City Manager of the City or their designee.

1.7 The City reserves and has the right and privileges, at its sole discretion and with or without cause at any time during the term of this Agreement, of suspending, canceling or terminating this Agreement or any work in connection with this Agreement. In the event of termination, all finished or unfinished data, studies, maps, reports, and other items prepared by the Consultant shall become the property of the City, and the Consultant shall promptly deliver such items to the City. In the event of termination, the City shall pay the Consultant for all authorized services performed and for all authorized and invoiced expenses incurred up to the date of termination of this Agreement, on a time and materials basis in accordance with the Budget and Fee Schedule attached hereto as Exhibit "B".

SECTION TWO: COMPENSATION TO CONSULTANT

2.1 The City shall pay to the Consultant for the performance of the Consultant Services compensation in accordance with the Proposal attached hereto as Exhibit "A".

2.2 The Consultant shall invoice the City on a monthly basis for all work performed by the Consultant under this Agreement. Invoices shall include billings for all charges, including authorized direct costs incurred by the Consultant during the month covered by the invoice. All charges for labor or professional services shall describe with specificity the services rendered and shall set forth the number of hours worked and hourly rates in accordance with the Budget and Fee Schedule. Within thirty (30) days of receipt of an invoice, and upon determination by the City that the invoice is in order and that the Consultant has performed all requested or required services in a timely and competent manner, the City shall pay such invoice.

2.3 The Consultant shall maintain records on all services for and charges to the City under this Agreement for a period of not less than twenty-four (24) months after the completion or termination of this Agreement, and make such records available for review and audit if requested by

the City at any time during the term, or within twenty-four (24) months of the completion or termination, of this Agreement.

SECTION THREE: LEGAL RESPONSIBILITIES

3.1 The Consultant shall keep fully informed of all Federal and State laws and regional, county, and municipal ordinances and regulations which may in any manner affect those employed by the Consultant or the performance by the Consultant of any tasks or services for or on behalf of the City. The Consultant shall at all times observe and comply with all such laws, ordinances, and regulations, and shall be responsible for the compliance therewith of all work and services performed by the Consultant by or on behalf of the City.

3.2 The Consultant is retained as an independent contractor only, for the sole purpose of rendering those professional services set forth in Exhibit "A" hereto or otherwise requested by the City, and is not an employee of the City. The City shall have the right to control the Consultant only as to results of the Consultant's services rendered pursuant to this Agreement, and the City shall not have the right to control the means by which the Consultant accomplishes the services performed under this Agreement.

3.3 The Consultant shall not discriminate against any employee or applicant for employment because of race, religion, sex, age, marital status, or national origin.

3.4 All proprietary information developed by the Consultant in connection with, or resulting from, this Agreement, including but not limited to inventions, discoveries, improvements, copyrights, patents, maps, reports, textual material, or software programs, shall be the sole and exclusive property of the City. The Consultant agrees that the compensation to be paid pursuant to this Agreement includes adequate and sufficient compensation for any proprietary information developed in connection with or resulting from the performance of the Consultant Services under this Agreement. The Consultant further understands and agrees that full disclosure of all proprietary information developed in connection with, or resulting from, the performance of services by the Consultant under this Agreement shall be made to the City, and that the Consultant shall do all things necessary and proper to perfect and maintain ownership of such proprietary information by the City.

3.5 The Consultant agrees to perform all work to the reasonable satisfaction of the City. If the services performed under this Agreement are not satisfactory, the City has the right to take appropriate action, including but not limited to: (1) meeting with the Consultant, its agents or subcontractors to review the quality of the work and resolve matters of concern; (2) requiring the Consultant to have the work repeated at no additional fee until it is satisfactory; (3) withholding payment of City's compensation to the Consultant for any unsatisfactory work performed; (4) terminating this Agreement.

3.6 The Consultant shall assume all costs arising from the use of patented or copyrighted materials, including but not limited to equipment, devices, processes, and software programs, used or incorporated in the services or work performed by the Consultant under this Agreement. The Consultant shall indemnify, defend, and hold the City harmless from any and all suits, actions, or proceedings of every nature for or on account of the use of any patented or copyrighted materials.

3.7 Any time period specified in this Agreement for performance of services shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the City or the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the delaying Party shall within ten (10) days of the commencement of such delay notify the other Party in writing of the causes of the delay. If the Consultant is the delaying Party, the City shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the City such delay is justified. The City's determination shall be final and conclusive upon the parties to this Agreement. In no event shall the Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused. The Consultant's sole remedy shall be extension of this Agreement pursuant to this section.

3.8 The parties mutually acknowledge that the City has retained Consultant to perform the tasks and services set forth in this Agreement based upon the special skills, expertise, and experience of Consultant. Accordingly, in performing the tasks and services under this Agreement, Consultant shall use the skill and care that a highly specialized professional with significant expertise in the field, would use under similar circumstances. Further, the parties mutually agree that, to the extent that Consultant retains sub-consultants or subcontractors to perform any portion of any of the tasks or services under this Agreement, Consultant has a duty to the City to ensure that the tasks and services performed by such sub-consultants and subcontractors meet the same highly specialized professional level, skill, and expertise expected of Consultant.

3.8.1 Except as set forth in subdivision 3.8.2, Consultant shall indemnify, defend (with legal counsel acceptable to the City), and hold harmless the City, its officials, officers, and employees ("City Personnel") from and against any and all actions, suits, claims, demands, judgments, attorneys fees, costs, damages to persons or property, losses penalties, obligations, expenses, or liabilities ("Claims") that may be asserted or claimed by any person or entity arising out of Consultant's performance of any tasks or services for or on behalf of the City, whether or not there is concurrent active or passive negligence on the part of the City and/or any City Personnel, but excluding any Claims arising from the sole negligence or willful misconduct of City or any City Personnel.

3.8.2 The provisions of this subdivision 3.8.2 apply only in the event that Consultant is a "design professional" within the meaning of the California Civic Code Section 2782.8(c). If Consultant is a "design professional" within the meaning of Section 2782.8(c), then notwithstanding subdivision 3.8.1 above, to the fullest extent permitted by law (including, without limitation, Civil Code Sections 2782 and 2782.6), Consultant shall defend (with legal counsel reasonably acceptable to the City), indemnify, and hold harmless the City and City Personnel from and against any Claim that arises out of, pertains to, or relates to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of Consultant, any sub-consultant, subcontractor, or any other person directly or indirectly employed by them, or any person that any of them control, arising out of Consultant's performance of any task or service for or on behalf of the City under this Agreement. Such obligations to defend, hold harmless, and indemnify the City or any City Personnel, shall not apply to the extent that such Claims are caused in part by the sole active negligence or willful misconduct of the City or such City Personnel. Consultant's cost to defend City and/or City personnel against any such Claim shall not exceed Consultant's proportionate percentage of fault with respect

to that Claim; however, pursuant to Civil Code section 2782.8(a), in the event that one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, Consultant shall meet and confer with City (and, if applicable, other parties) regarding any unpaid defense costs. To the extent Consultant has a duty to indemnify the City or any City Personnel under this subdivision (b), Consultant shall be responsible for all incidental and consequential damages resulting directly or indirectly, in whole or in part, from Consultant's negligence, recklessness, or willful misconduct.

3.9 The Consultant shall not commence the performance of any work or services under this Agreement until the Consultant has obtained all insurance required hereunder, nor shall the Consultant allow any subcontractor to commence services under its subcontract until all such insurance has been obtained by the subcontractor. Current certification of insurance shall be kept on file with the City at all times during the term of this contract. The City reserves the right to require complete, certified copies of all required insurance policies, at any time. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the Agency's Risk Manager. The Consultant shall take out and maintain at all times during the performance of this Agreement the following policies of insurance:

3.9.1 Comprehensive General Liability Insurance for bodily injury, death, and property damage which may arise from the negligent performance of the Consultant, its employees, agents representatives, successors, and assigns while performing work or services under this Agreement, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate.

3.9.2 Comprehensive Automobile Liability Insurance, including owned, non-owned, and hired automobiles, in a minimum Combined Single Limit of \$1,000,000 per occurrence for bodily injury, death, and property damage.

Each such policy of insurance provided for in Paragraph 3.9.1 and 3.9.2 shall be in a form satisfactory to the City and shall contain the following endorsements:

(a) "THE CITY OF LA PALMA, its officers, officials, employees, and representatives, are hereby declared to be additional insureds under the terms of this policy with respect to the operations and activities of the named insured at or from the premises of THE CITY OF LA PALMA described above."

(b) "This insurance policy shall not be canceled, limited, or not renewed until thirty (30) days after receipt by THE CITY OF LA PALMA of a written notice of such cancellation, limitation, or reduction of coverage."

(c) "This insurance policy is primary insurance and no insurance held or owned by the designated additional insureds shall be called upon or looked to cover a loss under said policy; THE CITY OF LA PALMA shall not be liable for the payment of premiums or assessments on this policy."

3.9.3 Professional Liability Insurance to protect the City from the Consultant's negligent

acts, errors, and omissions of a professional nature, with coverage in a minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

At least thirty (30) days prior to the expiration of any policy of insurance required under Paragraph 3.9.1, 3.9.2, or 3.9.3, a signed complete certificate of insurance, with all endorsements provided herein, showing that such insurance coverage has been renewed or extended, shall be filed with the City.

3.10 The Consultant shall not assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the City; and any such assignment or other transfer without such consent shall be void.

3.11 Except as the City may specify in writing, the Consultant shall have no authority, express or implied, to act on behalf of the City in any capacity whatsoever as an agent. This Agreement does not grant to the Consultant any authority, express or implied, to bind the City to any obligation whatsoever.

3.12 In the event any action is commenced by one Party to this Agreement against the other to enforce any of the rights or obligations arising from this Agreement, the prevailing Party in such action, in addition to any other relief and recovery ordered by the court, shall be entitled to recover all statutory costs, together with reasonable attorney's fees.

SECTION FOUR: MISCELLANEOUS

4.1 Notices: All notices, invoices or other instruments required or permitted to be given under this Agreement shall be served by personal delivery or deposited in a United States mail depository, postage prepaid, and addressed as follows:

<u>If to the City:</u>	CITY OF LA PALMA 7822 Walker Street La Palma, California 90623 Attn: Deputy City Manager
------------------------	---

<u>If to the Consultant:</u>	RALPH ANDERSEN & ASSOCIATES 5800 Stanford Ranch Road, Suite 410 Rocklin, California 95765 Phone: (916) 630-4900
------------------------------	--

or such other address or person as either Party may indicate to the other in writing. Service of any instrument by mail shall be deemed effective forty-eight (48) hours after deposit in a United States mail depository, postage prepaid, and addressed as set forth above.

4.2 Integration: This Agreement represents the entire understanding of the City and the Consultant as to those matters contained herein, and no prior oral or written understanding shall be of

any force or effect with regard to those matters covered by this Agreement. This Agreement may not be modified, altered, or amended except in writing signed by both the City and the Consultant.

4.3 Construction: This Agreement shall be construed in accordance with the laws of the State of California and as if drafted by both parties hereto.

4.4 Successors and Assigns: Subject to the provisions of Paragraphs 1.4 and 3.10 hereinabove, this Agreement, and all of the covenants, terms, and conditions hereof, shall be binding upon, and inure to the benefit of, the City, the Consultant, and their respective successors and assigns.

4.5 Authority of Signatories: The persons executing this Agreement on behalf of the Parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by so executing this Agreement the Parties are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed as of the date first written above.

CITY OF LA PALMA

By _____
Conal McNamara
City Manager

ATTEST:

Kimberly Kenney, CMC
City Clerk

RALPH ANDERSEN & ASSOCIATES

By _____

Fred Wilson
Project Director

Exhibit A

Consultant Proposal

April 3, 2025

Mayor Mark Waldman and
Members of the City Council
City of La Palma
7822 Walker Street
La Palma, California 90623

Via Email: cmcnamara@cityoflapalma.org

RE: Proposal for City Manager Recruitment

Dear Mayor Waldman and Members of the City Council:

We are pleased to submit this Letter Proposal to recruit for the position of City Manager for the City of La Palma. We will facilitate this recruitment process and professionally add value to the entire recruitment and selection process.

The City of La Palma is seeking an executive search firm to assist in recruiting and selecting a City Manager. If selected to conduct this search, Mr. Fred Wilson will serve as Project Director.

As a former City Manager with over 35 years of experience, including 20 years serving as a City Manager in different communities, Mr. Wilson is highly qualified to lead this search. Based in Southern California, Mr. Wilson is readily available to start the project and attend on-site client meetings, as necessary.

Our proposal outlines the firm's experience in conducting City Manager recruitments, the methodology/work plan and timeline to accomplish the search tasks, and the cost to conduct a comprehensive search. If selected, Mr. Wilson will be available to begin work on this project immediately.

We are proud of how we market and represent our clients. All of the designs and graphics of our marketing material are done in-house so we can control the quality and production timing. To see samples of our recruitment brochures and the way in which we market our clients digitally, please visit the Career Opportunities page of our website at www.ralphandersen.com.

Recent Related Search Engagements

Ralph Andersen & Associates conducts a wide array of searches in the public sector. Our experience spans populations of all sizes, from the largest in the country to small and mid-size municipalities. While we have a strong focus in California, we also conduct recruitments on a national scale. Additionally, Mr. Wilson previously assisted the City of La Palma with their City Manager recruitment in 2020,

Expansive network of City Manager Searches – We have one of the strongest track records of conducting City Manager searches. The following listing represents contracts that were awarded to Ralph Andersen & Associates and staffed by a member of our search team.

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Project Staffing

The reputation of the search firm and personal commitment of the recruiters define the difference between the success and failure of any given recruitment. Ralph Andersen & Associates' search professionals are acknowledged leaders in the field and possess a broad range of skills and experience in the areas of local government management, executive search, and related disciplines. Only senior members of Ralph Andersen & Associates are assigned to lead search assignments, ensuring that their broad experience and knowledge of the industry is brought to bear on our clients' behalf.

The City of La Palma will have Mr. Fred Wilson, Senior Consultant of Ralph Andersen & Associates, as the Project Director on this engagement. Mr. Wilson will have all the resources and full support of our firm fully dedicated to ensuring the highest quality outcome during this important recruitment process.

Fred Wilson, Project Director



Mr. Wilson, Senior Consultant with Ralph Andersen & Associates, brings more than 35 years of experience as a local government executive, including 21 years serving as City Manager in two California cities. Working in full-service cities, he brings a strong background in identifying and recruiting top quality executive staff. His skills in identifying, recruiting, and retaining high quality employees and talent management, coupled with succession planning, have contributed significantly to the successes of those organizations. This experience gives Mr. Wilson a unique perspective to identifying high quality candidates that “fit” the organization.

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Paraprofessional and Support Staff

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Approach to Executive Search

The successful search process 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 executive recruitment techniques used by Ralph Andersen & Associates have been developed and used successfully with hundreds of clients for more than 52 years.

- Developing a comprehensive position profile based upon information obtained in various meetings with the City Council and other designated stakeholders.

- Reviewing current compensation and recommending changes based upon market and competitive conditions, if desired by the City.
- Extensive **personal outreach**, via telephone and through internet technology, to qualified candidates throughout California, the Western Region, and selectively beyond, if desired.
- 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 throughout the region.
- A screening process that narrows the field of candidates to those that most closely match the needs of the City and is based on screening interviews with the top candidates. Candidates' education, experience, and credentials are matched to the criteria established in the position profile.
- Delivering a product in the form of a search report that recommends a top group of candidates and provides the City with detailed information about their backgrounds and experience.
- Conduct final background and verifications, including references, on the top candidate.
- Assist in negotiations of offer of employment.
- Close out the search and notify all candidates not selected.

Ralph Andersen & Associates has an outstanding reputation for being thorough and professional in the approach it takes in recruitments. Each candidate's match with the position is based on the individual's own set of professional experiences, management style, education and credentials, and overall fit with the organization and executive leadership.

Search Work Plan

This section describes the usual steps in the search for a new City Manager for the City of La Palma. This recruitment will be under the direction of Mr. Fred Wilson, Project Director/Search Consultant.

Task 1 – Review Project Management Approach

The Project Director, Mr. Wilson, will begin and develop an accelerated search plan for this project after the City provides a contract or, alternatively, an official notice to proceed. The first task will include established individual and/or group meetings with the City Council and key City staff as appropriate, to finalize the recruiting and selection process. This will include discussion of the project management for this search, review of the work plan, confirmation of timing, and communication methods. Working collaboratively with the City Council, Human Resources, and key City staff, this task will result in a more definitive timetable.

As part of our overall approach to this project, the Project Director will deliver regular updates (typically done orally) throughout each stage of the search. In addition, Mr. Wilson will be highly accessible and responsive to client requests and inquiries.

Task 2 – Develop Position Profile

The position profile for the City Manager is the guide for the entire search process. The development of the profile includes the collection of technical information and recruitment criteria.

Technical Information

Mr. Wilson will conduct video or in person meetings with the City Council, Human Resources, key staff members, and others as directed by the City to gain an understanding of the experience and professional background requirements desired in the City Manager. These meetings will

also help the Project Director gain an understanding of the work environment and the issues facing the City of La Palma.

Recruitment Criteria

The recruitment criteria are those personal and professional characteristics and experiences desired in the City Manager. The criteria should reflect the goals and priorities of the City of La Palma.

Subsequent to the development and adoption of the candidate profile, the technical information and recruitment criteria will be documented in an information brochure prepared by Ralph Andersen & Associates. The brochure will be reviewed by the City in draft format, revised as appropriate, and published for use throughout the search.

Optional Service (Community Survey) – The City Council may desire obtaining input from the Community on the qualities they would like to see in the new City Manager. To facilitate Community input, the Project Director can conduct an on-line survey. Additionally, our process can allow for email comments to Ralph Andersen & Associates relative to the desired qualities in the next City Manager. See Cost Section for more details on pricing.

Task 3 – Outreach and Recruiting

This task is among the most important of the entire search. It is the focus of the activities of the Project Director and includes specific outreach and recruiting activities briefly described below.

Outreach

An accelerated outreach and advertising campaign will be developed. It will include the placement of ads in publications such as *Western City Magazine*, *International City/County Management Association (ICMA)*, and other professional publications. Specific Internet sites related to government will be used as a method of extending the specific outreach in a short period of time.

Additionally, the advertisement and the full text of the position profile (the recruitment brochure) will be placed on Ralph Andersen & Associates' website, which is accessed by a large number of qualified candidates. This method of outreach to potential applicants provides a confidential source that is monitored by many key level executives on an on-going basis.

Candidate Identification

Ralph Andersen & Associates will use their extensive contacts to focus the recruiting effort. In making these contacts, the Project Director will target those individuals who meet the criteria set by the City. Each of the candidates identified through the recruiting efforts will be sent an information brochure. Candidates will also be contacted directly to discuss the position and to solicit their interest in being considered.

Both the outreach and recruiting activities will result in applications and resumes from interested candidates. As they are received, resumes will be acknowledged, and candidates will be advised of the general timing of the search process. The following tasks involve the actual selection process, once all resumes have been received.

Task 4 – Candidate Evaluation

This task will be conducted following the application closing date. It includes the following specific activities:

Screening

All of the applications will be carefully reviewed. Those that meet the recruitment criteria and minimum qualifications will be identified and subject to a more detailed evaluation. This evaluation will include consideration of such factors as professional experience, and size and complexity of the candidate's current organization as compared to the candidate profile.

Preliminary Research and Internet Review

The research staff of Ralph Andersen & Associates, under the direction of the Project Director, will conduct preliminary research and internet review for those candidates identified as the most qualified as a result of the screening process. This level of research will be done on a limited number of candidates to learn more about each candidate's public profile and related information that is available on the internet.

Preliminary Interviews via Video Technology

The Project Director will conduct preliminary interviews with the top group of candidates identified through the screening and preliminary research and Internet review processes. The interviews are extensive and designed to gain additional information about the candidates' experience, management style, and "fit" with the recruitment criteria. Interviews will be conducted using video technology.

The screening portion of the candidate evaluation process typically reduces a field of applicants to approximately four (4) to six (6) individuals. Those individuals will be reviewed with the City prior to proceeding with the individual interviews.

Task 5 – Search Report

After completing Task 4, all documentation will be supplied to the City electronically. No hard copies will be supplied to the City for any phase of this search engagement. Mr. Wilson will prepare detailed information for review including resumes uploaded to a file sharing system (i.e., OneDrive or ShareFile). Mr. Wilson will conduct a video conference call or in-person meeting with the City Council or other designated representative to review the search report on the top candidates. The report divides all of the candidates into four groups including 1) the top group of candidates that are recommended to be interviewed via video by the City Council; 2) a backup group to the first group; 3) no further consideration group; and 4) lacks minimum qualifications. 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 City to further consider.

Important to note, we typically do not conduct references on all of the finalist candidates. The more standard process is to do a partial background on the top 2-3 candidates with various verifications, internet search, and limited references (outside of current employer). 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. Verifications such as credit check, DMV Report, and civil/criminal are typically conducted once a contingent offer is made to the selected candidate unless the finalist candidate(s) give explicit approval and sign a release to proceed. Education checks are conducted before the slate of candidates interviews with the City Council.

The results of the Search Report will be a confirmed group of finalist candidates that the City Council will interview.

Task 6 – Selection

The final selection process will vary depending upon the desires of the City Council. The typical services provided by Ralph Andersen & Associates in the selection process are described briefly below:

- Mr. Wilson will coordinate the selection process for the finalist group of candidates. This includes handling the logistical matters with candidates and with the City.
- Ralph Andersen & Associates 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 City desire hard copies, it will be the responsibility of the City to produce and distribute all hard copy materials needed.
- Mr. Wilson will facilitate the Interviews to assist the City 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.
- Additionally, verifications will be made on the top two candidates and will include education verifications, Department of Motor Vehicle check, and credit check. Due to legislation, criminal checks (“Ban the Box”) are only permissible when a contingent offer of employment is made. The results of these verifications will be discussed with the City at the appropriate time.
- Reference checks will be conducted on the top candidate. The results of these reference checks will be discussed with the City Council at the appropriate time during a closed session.
- As needed, the Project Director is available to provide assistance to the City Council 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

The Project Director is available to assist the City Council in negotiating a compensation package with the selected candidate. This includes recommendations on setting compensation levels.

Additionally, if desired by the City Council, Ralph Andersen & Associates will coordinate with the City Attorney to prepare a draft employment agreement and work with the City Council on the finalization of this document. As required by the Brown Act, the employment agreement for the new City Manager will be required to be approved and voted on in a public meeting at a regularly scheduled City Council meeting.

Task 8 – Close Out

After the City 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.

Project Timing

We anticipate a timeframe of approximately 60 days (or less) from the execution of the agreement between the City and Ralph Andersen & Associates to when the finalists are presented for an interview. Negotiation with the top candidate will take an additional week after finalist interviews.

Project Cost

The recruitment effort for a new City Manager for the City of La Palma will be a comprehensive search process with a focus in California and the Western Region. The review of resumes and qualifications will be conducted on all candidates that submit giving the City 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 \$27,500** 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. Detailed reference checks will be conducted on the top candidate.

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

- Following kick-off and finalization of recruitment brochure - \$8,250
- After the closing date - \$8,250
- After finalist interviews - \$8,250
- Upon placement - \$2,750

Progress payments will be due upon receipt.

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

Optional Service (Community Survey) – Should the City choose to conduct a Community Survey with summarized results, this would be conducted for an additional \$2,500.

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

Guarantee

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



Should you need any additional information, please feel free to call Mr. Wilson at (916) 630-4900 (office) or (714) 421-3258 (cell).

Respectfully Submitted,

Ralph Andersen & Associates

Ralph Andersen & Associates

April 3, 2025

Mayor Mark Waldman and
Members of the City Council
City of La Palma
7822 Walker Street
La Palma, California 90623

Via Email: cmcnamara@cityoflapalma.org

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- Assist in negotiations of offer of employment.
- Close out the search and notify all candidates not selected.

Ralph Andersen & Associates has an outstanding reputation for being thorough and professional in the approach it takes in recruitments. Each candidate's match with the position is based on the individual's own set of professional experiences, management style, education and credentials, and overall fit with the organization and executive leadership.

Search Work Plan

This section describes the usual steps in the search for a new City Manager for the City of La Palma. This recruitment will be under the direction of Mr. Fred Wilson, Project Director/Search Consultant.

Task 1 – Review Project Management Approach

The Project Director, Mr. Wilson, will begin and develop an accelerated search plan for this project after the City provides a contract or, alternatively, an official notice to proceed. The first task will include established individual and/or group meetings with the City Council and key City staff as appropriate, to finalize the recruiting and selection process. This will include discussion of the project management for this search, review of the work plan, confirmation of timing, and communication methods. Working collaboratively with the City Council, Human Resources, and key City staff, this task will result in a more definitive timetable.

As part of our overall approach to this project, the Project Director will deliver regular updates (typically done orally) throughout each stage of the search. In addition, Mr. Wilson will be highly accessible and responsive to client requests and inquiries.

Task 2 – Develop Position Profile

The position profile for the City Manager is the guide for the entire search process. The development of the profile includes the collection of technical information and recruitment criteria.

Technical Information

Mr. Wilson will conduct video or in person meetings with the City Council, Human Resources, key staff members, and others as directed by the City to gain an understanding of the experience and professional background requirements desired in the City Manager. These meetings will

also help the Project Director gain an understanding of the work environment and the issues facing the City of La Palma.

Recruitment Criteria

The recruitment criteria are those personal and professional characteristics and experiences desired in the City Manager. The criteria should reflect the goals and priorities of the City of La Palma.

Subsequent to the development and adoption of the candidate profile, the technical information and recruitment criteria will be documented in an information brochure prepared by Ralph Andersen & Associates. The brochure will be reviewed by the City in draft format, revised as appropriate, and published for use throughout the search.

Optional Service (Community Survey) – The City Council may desire obtaining input from the Community on the qualities they would like to see in the new City Manager. To facilitate Community input, the Project Director can conduct an on-line survey. Additionally, our process can allow for email comments to Ralph Andersen & Associates relative to the desired qualities in the next City Manager. See Cost Section for more details on pricing.

Task 3 – Outreach and Recruiting

This task is among the most important of the entire search. It is the focus of the activities of the Project Director and includes specific outreach and recruiting activities briefly described below.

Outreach

An accelerated outreach and advertising campaign will be developed. It will include the placement of ads in publications such as *Western City Magazine*, *International City/County Management Association (ICMA)*, and other professional publications. Specific Internet sites related to government will be used as a method of extending the specific outreach in a short period of time.

Additionally, the advertisement and the full text of the position profile (the recruitment brochure) will be placed on Ralph Andersen & Associates' website, which is accessed by a large number of qualified candidates. This method of outreach to potential applicants provides a confidential source that is monitored by many key level executives on an on-going basis.

Candidate Identification

Ralph Andersen & Associates will use their extensive contacts to focus the recruiting effort. In making these contacts, the Project Director will target those individuals who meet the criteria set by the City. Each of the candidates identified through the recruiting efforts will be sent an information brochure. Candidates will also be contacted directly to discuss the position and to solicit their interest in being considered.

Both the outreach and recruiting activities will result in applications and resumes from interested candidates. As they are received, resumes will be acknowledged, and candidates will be advised of the general timing of the search process. The following tasks involve the actual selection process, once all resumes have been received.

Task 4 – Candidate Evaluation

This task will be conducted following the application closing date. It includes the following specific activities:

Screening

All of the applications will be carefully reviewed. Those that meet the recruitment criteria and minimum qualifications will be identified and subject to a more detailed evaluation. This evaluation will include consideration of such factors as professional experience, and size and complexity of the candidate's current organization as compared to the candidate profile.

Preliminary Research and Internet Review

The research staff of Ralph Andersen & Associates, under the direction of the Project Director, will conduct preliminary research and internet review for those candidates identified as the most qualified as a result of the screening process. This level of research will be done on a limited number of candidates to learn more about each candidate's public profile and related information that is available on the internet.

Preliminary Interviews via Video Technology

The Project Director will conduct preliminary interviews with the top group of candidates identified through the screening and preliminary research and Internet review processes. The interviews are extensive and designed to gain additional information about the candidates' experience, management style, and "fit" with the recruitment criteria. Interviews will be conducted using video technology.

The screening portion of the candidate evaluation process typically reduces a field of applicants to approximately four (4) to six (6) individuals. Those individuals will be reviewed with the City prior to proceeding with the individual interviews.

Task 5 – Search Report

After completing Task 4, all documentation will be supplied to the City electronically. No hard copies will be supplied to the City for any phase of this search engagement. Mr. Wilson will prepare detailed information for review including resumes uploaded to a file sharing system (i.e., OneDrive or ShareFile). Mr. Wilson will conduct a video conference call or in-person meeting with the City Council or other designated representative to review the search report on the top candidates. The report divides all of the candidates into four groups including 1) the top group of candidates that are recommended to be interviewed via video by the City Council; 2) a backup group to the first group; 3) no further consideration group; and 4) lacks minimum qualifications. 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 City to further consider.

Important to note, we typically do not conduct references on all of the finalist candidates. The more standard process is to do a partial background on the top 2-3 candidates with various verifications, internet search, and limited references (outside of current employer). 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. Verifications such as credit check, DMV Report, and civil/criminal are typically conducted once a contingent offer is made to the selected candidate unless the finalist candidate(s) give explicit approval and sign a release to proceed. Education checks are conducted before the slate of candidates interviews with the City Council.

The results of the Search Report will be a confirmed group of finalist candidates that the City Council will interview.

Task 6 – Selection

The final selection process will vary depending upon the desires of the City Council. The typical services provided by Ralph Andersen & Associates in the selection process are described briefly below:

- Mr. Wilson will coordinate the selection process for the finalist group of candidates. This includes handling the logistical matters with candidates and with the City.
- Ralph Andersen & Associates 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 City desire hard copies, it will be the responsibility of the City to produce and distribute all hard copy materials needed.
- Mr. Wilson will facilitate the Interviews to assist the City 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.
- Additionally, verifications will be made on the top two candidates and will include education verifications, Department of Motor Vehicle check, and credit check. Due to legislation, criminal checks (“Ban the Box”) are only permissible when a contingent offer of employment is made. The results of these verifications will be discussed with the City at the appropriate time.
- Reference checks will be conducted on the top candidate. The results of these reference checks will be discussed with the City Council at the appropriate time during a closed session.
- As needed, the Project Director is available to provide assistance to the City Council 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

The Project Director is available to assist the City Council in negotiating a compensation package with the selected candidate. This includes recommendations on setting compensation levels.

Additionally, if desired by the City Council, Ralph Andersen & Associates will coordinate with the City Attorney to prepare a draft employment agreement and work with the City Council on the finalization of this document. As required by the Brown Act, the employment agreement for the new City Manager will be required to be approved and voted on in a public meeting at a regularly scheduled City Council meeting.

Task 8 – Close Out

After the City 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.

Project Timing

We anticipate a timeframe of approximately 60 days (or less) from the execution of the agreement between the City and Ralph Andersen & Associates to when the finalists are presented for an interview. Negotiation with the top candidate will take an additional week after finalist interviews.

Project Cost

The recruitment effort for a new City Manager for the City of La Palma will be a comprehensive search process with a focus in California and the Western Region. The review of resumes and qualifications will be conducted on all candidates that submit giving the City 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 \$27,500** 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. Detailed reference checks will be conducted on the top candidate.

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

- Following kick-off and finalization of recruitment brochure - \$8,250
- After the closing date - \$8,250
- After finalist interviews - \$8,250
- Upon placement - \$2,750

Progress payments will be due upon receipt.

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

Optional Service (Community Survey) – Should the City choose to conduct a Community Survey with summarized results, this would be conducted for an additional \$2,500.

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

Guarantee

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



Should you need any additional information, please feel free to call Mr. Wilson at (916) 630-4900 (office) or (714) 421-3258 (cell).

Respectfully Submitted,

Ralph Andersen & Associates

Ralph Andersen & Associates