

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for the provision of executive recruitment services ("Agreement") is made and entered in this 24th day of September, 2013 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Bob Murray & Associates ("Consultant"). City and Consultant are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Consultant agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONSULTANT

- 1.1 City hereby engages Consultant to provide executive recruitment services for the position of Natural Resources Manager for the City (the "Services").
- 1.2 The Services shall be performed by Consultant in a professional manner, and Consultant represents that it has the skill and the professional expertise necessary to provide the Services to City at a level of competency presently maintained by other practicing professional consultants in the industry providing like and similar types of Services.

ARTICLE 2 – SERVICES OF CONSULTANT

- 2.1 Consultant shall perform certain Services which shall generally include the following:
 - a. Develop the Candidate Profile
 - b. Develop Advertising Campaign and Recruitment Brochure
 - c. Recruit Candidates
 - d. Screen Candidates
 - e. Conduct Personal Interviews
 - f. Conduct Public Record Search
 - g. Provide Recommendation
 - h. Assist with Final Interviews
 - i. Conduct Detailed Reference Checks
 - j. Assist with Negotiations
 - k. Provide Complete Administrative Assistance

The detailed Services that Consultant shall perform are more particularly described in Exhibit "A," entitled "Consultant's Proposal," which is attached hereto and incorporated herein by reference.

- 2.2 Consultant shall comply with applicable federal, state and local laws and regulations in the performance of the Services.

ARTICLE 3 – RESPONSIBILITIES OF CITY

- 3.1 City shall make available to Consultant information in its possession that may assist Consultant in performing the Services.

- 3.2 City designates Ashley Shear, Interim Human Resources/Risk Management Director, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

- 4.1 The Services shall commence upon the Effective Date of this Agreement. Consultant shall perform the Services in a prompt and diligent manner until accepted as completed by City.

ARTICLE 5 – PAYMENTS TO CONSULTANT

- 5.1 The total compensation for Consultant's performance of the Services shall be in the amount of Nineteen Thousand Nine Hundred Fifty Dollars (\$19,950). In addition, Consultant shall be entitled to reimbursement for expenses from City for Consultant travel, advertising, printing and binding, clerical, long distance charges, postage and delivery, civil, criminal and newspaper checks, and credit checks. Postage, photocopying, and telephone charges are allocated costs. Expenses to be reimbursed shall not exceed Seven Thousand Five Hundred Fifty Dollars (\$7,550) without prior approval of City.
- 5.2 Consultant shall submit monthly invoices to City describing the Services performed during the preceding month. Consultant's invoices shall include a brief description of the Services performed, the dates the Services were performed, and a description of reimbursable expenses (including receipts) related to the Services. City shall pay Consultant no later than thirty (30) days after receipt and approval by City of Consultant's invoice, provided the Services reflected in the invoice were performed to the reasonable satisfaction of City in accordance with the terms of this Agreement, and that all expenses, rates and other information set forth in the invoice are consistent with the terms and conditions of this Agreement.
- 5.3 All notices shall be given in writing by personal delivery or by mail. Notices sent by mail should be addressed as follows:

City

Ashley Shear, Interim Human Resources/
Risk Management Director
City of Redlands
P.O. Box 3005
Redlands, CA 92373

Consultant

Bob Murray, President
Bob Murray & Associates
1677 Eureka Road, Suite 202
Roseville, CA 95661

When so addressed, such notices shall be deemed given upon deposit in the United States Mail. Changes may be made in the names and addresses of the person to whom notices and payments are to be given by giving notice pursuant to this section 5.3.

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

- 6.1 Insurance required by this Agreement shall be maintained by Consultant for the duration of its performance of the Services. Consultant shall not perform any Services unless and until the required insurance listed below is obtained by Consultant. Consultant shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services. Insurance policies shall include a provision prohibiting cancellation or modification of the policy except upon thirty (30) days prior written notice to City.
- 6.2 Consultant shall secure and maintain Workers' Compensation and Employer's Liability insurance in accordance with the laws of the State of California, with an insurance carrier acceptable to City as described in Exhibit "B," entitled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference.
- 6.3 Consultant shall secure and maintain comprehensive general liability insurance with carriers acceptable to City. Minimum coverage of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate for public liability, property damage and personal injury is required. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.
- 6.4 Consultant shall have business auto liability coverage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit bodily injury liability and property damage liability. This coverage shall include all Consultant owned vehicles used in connection with Consultant's provision of the Services, hired and non-owned vehicles, and employee non-ownership vehicles. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self insurance maintained by City.
- 6.5 Consultant shall defend, indemnify and hold harmless City and its elected officials, employees and agents from and against any and all claims, losses or liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by any negligent act or omission by, or the willful misconduct of, Consultant or its officers, employees and agents in performing the Services.

ARTICLE 7 – CONFLICTS OF INTEREST

- 7.1 Consultant covenants and represents that it does not have any investment or interest in any real property that may be the subject of this Agreement or any other source of income, interest in real property or investment that would be affected in any manner or degree by the performance of Consultant's Services. Consultant further covenants and represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.

7.2 Consultant agrees it is not a designated employee within the meaning of the Political Reform Act because Consultant:

A. Does not make or participate in:

- (i) the making or any City governmental decisions regarding approval of a rate, rule or regulation, or the adoption or enforcement of laws;
- (ii) the issuance, denial, suspension or revocation of City permits, licenses, applications, certifications, approvals, orders or similar authorization or entitlements;
- (iii) authoring City to enter into, modify or renew a contract;
- (iv) granting City approval to a contract that requires City approval and to which City is a party, or to the specifications for such a contract;
- (v) granting City approval to a plan, design, report, study or similar item;
- (vi) adopting or granting City approval of policies, standards or guidelines for City or for any subdivision thereof.

B. Does not serve in a staff capacity with City and, in that capacity, participate in making a governmental decision or otherwise perform the same or substantially the same duties for City that would otherwise be performed by an individual holding a position specified in City's Conflict of interest Code under Government Code section 87302.

7.3 In the event City determines that Consultant must disclose its financial interests, Consultant shall complete and file a Fair Political Practices Commission Form 700 Statement of Economic Interests with the City Clerk's office pursuant to the written instructions provided by the City Clerk.

ARTICLE 8 – GENERAL CONSIDERATIONS

- 8.1 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for the use of in-house counsel by a Party.
- 8.2 Consultant shall not assign any of the Services, except with the prior written approval of City and in strict compliance with the terms and conditions of this Agreement.
- 8.3 Consultant is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor any of its agents shall have control over the conduct of Consultant or Consultant's employees, except as herein set forth. Consultant shall supply all necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Consultant are for its account only, and in no event shall Consultant or personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Consultant

shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Consultant have any authority, express or implied, to bind City to any obligation.

- 8.4 This Agreement shall terminate upon completion and acceptance of the Services by City; provided, however this Agreement may be terminated by either Party, in its sole discretion, by providing ten (10) days prior written notice to the other Party (delivered by certified mail, return receipt requested). If this Agreement is terminated, an adjustment to Consultant's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed Services, and (2) any payment due Consultant at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Consultant. Upon receipt of a termination notice, Consultant shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of information and materials as may have been accumulated by Consultant in performing the Services. Consultant shall be compensated on a pro-rata basis for Services completed up to the date of termination.
- 8.5 Consultant shall maintain books, ledgers, invoices, accounts and other records and documents evidencing costs and expenses related to the Services for a period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant pursuant to this Agreement. Such books shall be available at reasonable times for examination by City at the office of Consultant.
- 8.6 This Agreement, including the Exhibits incorporated herein by reference, represents the entire agreement and understanding between the Parties as to the matters contained herein, and any prior negotiations, written proposals or verbal agreements relating to such matters are superseded by this Agreement. Except as otherwise provided for herein, an amendment to this Agreement shall be in writing, approved by City and signed by City and Consultant.
- 8.7 This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- 8.8 If one or more of the sentences, clauses, paragraphs or sections contained in this Agreement is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate the remaining sentences, clauses, paragraphs or sections contained herein, unless to do so would deprive a Party of a material benefit of its bargain under this Agreement.

IN WITNESS WHEREOF, duly authorized representatives of the City and Consultant have signed in confirmation of this Agreement.

CITY OF REDLANDS

BOB MURRAY & ASSOCIATES

By: 
Tina T. Kundig, Finance Director

By: 
Bob Murray, President

ATTEST:

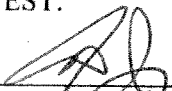

Sam Irwin, City Clerk

Exhibit “A”

Scope of services:



**A PROPOSAL TO CONDUCT AN EXECUTIVE
RECRUITMENT FOR A
Natural Resources Manager
ON BEHALF OF THE
City of Redlands**



phone 916•784•9080
fax 916•784•1985
1677 Eureka Road, Suite 202
Roseville, California 95661

July 12, 2013

Mr. N. Enrique Martinez, City Manager
City of Redlands
35 Cajon Street Suite 200
Redlands, CA 92373

Dear Mr. Martinez:

Thank you for inviting Bob Murray & Associates to submit a proposal to conduct the Natural Resources Manager recruitment for the City of Redlands. The following proposal details our qualifications and describes our process of identifying, recruiting and screening outstanding candidates on your behalf. It also includes a proposed budget, timeline, and sample recruitment brochure.

At Bob Murray & Associates, we pride ourselves on providing quality service to local governments. We have created a recruitment process that combines our ability to help you to determine the direction of the search and the types of candidates you seek with our experience recruiting outstanding candidates who are not necessarily looking for a job. Our proven expertise ensures that the candidates we present for your consideration will match the criteria you have established and will be outstanding in their field.

To learn first-hand of the quality of our service and our recruitment successes, we invite you to contact the references listed on page 10 of the attached proposal.

We look forward to your favorable consideration of our qualifications. Please do not hesitate to contact us at (916) 784-9080 should you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Bob Murray", written in a cursive style.

Bob Murray
President
Bob Murray & Associates

TABLE OF CONTENTS

EXECUTIVE SUMMARY.....	2
APPROACH AND METHODOLOGY	3
STEP 1 DEVELOPING THE CANDIDATE PROFILE	3
STEP 2 ADVERTISING CAMPAIGN AND RECRUITMENT BROCHURE	3
STEP 3 RECRUITING CANDIDATES.....	3
STEP 4 SCREENING CANDIDATES	4
STEP 5 PERSONAL INTERVIEWS	4
STEP 6 REFERENCE AND BACKGROUND CHECKS	4
STEP 7 RECOMMENDATION	4
STEP 8 FINAL INTERVIEWS	5
STEP 9 NEGOTIATIONS	5
COMPLETE ADMINISTRATIVE ASSISTANCE	5
TIMING	5
FIRM INFORMATION/ORGANIZATION	6
STAFFING.....	8
REFERENCES.....	10

EXECUTIVE SUMMARY

Since the firm's founding in 2000, Bob Murray & Associates has developed a reputation for excellence in local government search and an exceptional record of conducting successful recruitments. With over 25 years of combined local government search experience, our firm has conducted more than 900 searches on behalf of local governments in the United States.

With respect to the Natural Resources Manager recruitment, Bob Murray & Associates offers the following expertise:

- ✦ We have conducted almost 1,000 searches for municipal and special district executives, including those for professionals in the parks and recreation, community services, and land/water management industries. We most recently completed the Chief Ranger/Parks Director recruitment on behalf of Monterey County, CA; the Community Services Director recruitment for the City of Peoria, AZ; and the outreach effort for the County of Sacramento's next Director of Regional Parks. In the past three years, we have conducted Parks and Recreation Director recruitments on behalf of the California cities of Emeryville, Lemoore, Lynwood, Pomona, Sacramento, San Carlos, San Jose (Director & Assistant Director), and Ventura, in addition to the General Manager recruitment on behalf of the Pleasant Valley Parks & Recreation District and the General Manager recruitment on behalf of the Monterey Peninsula Regional Park District. For a complete list of our previous recruitments in these industries, please see the enclosed "Client List Since 2000." Our knowledge of outstanding candidates and extensive network of contacts will ensure that the City of Redlands has an outstanding group of finalists from which to select the new Natural Resources Manager.

A significant portion of our process focuses on conducting thorough and confidential background investigations of the top 2-3 candidates to ensure that nothing about them is left undiscovered. We have candid discussions with references who have insight into the candidate's experience, style and ethics; conduct a search of newspaper articles; and run credit, criminal and civil records reports. This ensures that the chosen candidate will not only be an excellent fit with the City of Redlands, but also that the selected candidate will reflect positively upon your organization.

APPROACH AND METHODOLOGY

Bob Murray & Associates is familiar with the City of Redlands. We recently assisted the City in its recruitment for eight positions in the Quality of Life and Municipal Utilities and Engineering departments, and we previously completed your Community Development Director, Human Resources Director, Police Chief, and Public Works Director recruitments. Our knowledge of your community, its issues, and its quality of life will be an asset in presenting this opportunity to prospective candidates.

Outlined below are the key steps in our recruitment process.

STEP 1 DEVELOPING THE CANDIDATE PROFILE

Our understanding of the City of Redlands's needs will be key to a successful search. We will work with the City Manager, Human Resources Department, Quality of Life Department staff, and other stakeholders, as appropriate, to learn as much as possible about the organization's expectations for a new Natural Resources Manager. We will discuss the City's expectations regarding the knowledge, skills and abilities sought in the ideal candidate and will work with the City to identify expectations regarding education and experience. Additionally, we want to discuss expectations regarding compensation and other items necessary to complete the successful appointment of the ideal candidate. The profile we develop together at this stage will drive subsequent recruitment efforts.

STEP 2 ADVERTISING CAMPAIGN AND RECRUITMENT BROCHURE

After gaining an understanding of the City of Redlands's needs, we will design an effective advertising campaign appropriate for the Natural Resources Manager recruitment. We will focus on professional journals that are specifically suited to the Natural Resources Manager search. We will also develop a professional recruitment brochure on the City's behalf that will discuss the community, organization, position and compensation in detail. Once completed, we will mail the profile to an extensive audience, making them aware of the exciting opportunity with the City of Redlands.

STEP 3 RECRUITING CANDIDATES

After cross-referencing the profile of the ideal candidate with our database and contacts in the field, we will conduct an aggressive outreach effort, including making personal calls to prospective applicants, designed to identify and recruit outstanding candidates. We recognize that the best candidate is often not looking for a new job and this is the person we actively seek to convince to become a candidate. Aggressively marketing the Natural Resources Manager position to prospective candidates will be essential to the success of the search.

STEP 4 SCREENING CANDIDATES

Following the closing date for the recruitment, we will screen the resumes we have received. We will use the criteria established in our initial meetings as a basis upon which to narrow the field of candidates.

STEP 5 PERSONAL INTERVIEWS

We will conduct personal interviews with the top 10 to 12 candidates with the goal of determining which candidates have the greatest potential to succeed in your organization. During the interviews we will explore each candidate's background and experience as it relates to the Natural Resources Manager position. In addition, we will discuss the candidate's motivation for applying for the position and make an assessment of his/her knowledge, skills and abilities. We will devote specific attention to establishing the likelihood of the candidate's acceptance of the position if an offer of employment is made.

STEP 6 REFERENCE AND BACKGROUND CHECKS

Following the interviews, we will conduct a review of published articles for each candidate we intend to recommend to the City. Various sources will be consulted including Lexis-Nexis™, a newspaper/magazine search engine, Google, and local papers for the communities in which the candidates have worked. This alerts us to any further detailed inquiries we may need to make at this time.

Based on interviews we will conduct credit, criminal, civil litigation and motor vehicle record checks for the recommended candidates. In addition, those candidates will be the subjects of detailed, confidential reference checks. In order to gain an accurate and honest appraisal of the candidates' strengths and weaknesses, we will talk candidly with people who have direct knowledge of their work and management style. We will ask candidates to forward the names of their supervisors, subordinates and peers for the past several years. Additionally, we make a point of speaking confidentially to individuals who we know have insight into a candidate's abilities, but who may not be on their preferred list of contacts. At this stage in the recruitment we will also verify candidates' degrees.

STEP 7 RECOMMENDATION

Based on the information gathered through meetings with your organization, and personal interviews with candidates, we will recommend a limited number of candidates for your further consideration. We will prepare a written report on each candidate. We will make specific recommendations, but the final determination of those to be considered will be up to you.

STEP 8 FINAL INTERVIEWS

Our years of experience will be invaluable as we help you develop an interview process that objectively assesses the qualifications of each candidate. We will adopt an approach that fits your needs, whether it is a traditional interview, multiple interview panel or assessment center process. We will provide you with suggested interview questions and rating forms and will be present at the interview/assessment center to facilitate the process. Our expertise lies in facilitating the discussion that can bring about a consensus regarding the final candidates.

We will work closely with your staff to coordinate and schedule interviews and candidate travel. Our goal is to ensure that each candidate has a very positive experience, as the manner in which the entire process is conducted will have an effect on the candidates' perception of your organization.

STEP 9 NEGOTIATIONS

We recognize the critical importance of successful negotiations and can serve as your representative during this process. We know what other organizations have done to put deals together with great candidates and will be available to advise you regarding current approaches to difficult issues such as housing and relocation. We will represent your interests and advise you regarding salary, benefits and employment agreements with the goal of putting together a deal that results in the appointment of your chosen candidate. Most often we can turn a very difficult aspect of the recruitment into one that is viewed positively by both you and the candidate.

COMPLETE ADMINISTRATIVE ASSISTANCE

Throughout the recruitment we will provide an identified individual with the City with updates on the status of the search. We will also take care of all administrative details on your behalf. Candidates will receive personal letters advising them of their status at each critical point in the recruitment. In addition, we will respond to inquiries about the status of their candidacy within twenty-four hours. Every administrative detail will receive our attention. Often, candidates judge our clients based on how well these details are handled.

TIMING

We are prepared to start work on this assignment immediately and anticipate that we will be prepared to make our recommendation regarding finalists within seventy five to ninety days from the start of the search.

FIRM INFORMATION/ORGANIZATION

Should Bob Murray & Associates be retained to conduct the Natural Resources Manager search on behalf of the City of Redlands, Mr. Bob Murray will be the recruiter assigned with responsibility for the search. He will be assisted by Ms. Sarah Kenney for support services and Ms. Rosa Gomez for administrative matters.

BOB MURRAY, PRESIDENT

Mr. Murray brings over 25 years experience as a recruiter. Mr. Murray is recognized as one of the nation's leading recruiters. He has conducted hundreds of searches for cities, counties, and special districts. He has been called on to conduct searches for some of the largest most complex organizations in the country and some of the smallest. Mr. Murray has conducted searches for chief executives, department heads, professional and technical positions. Mr. Murray has taken the lead on the firm's most difficult assignments with great success. His clients have retained him again and again given the quality of his work and success in finding candidates for difficult to fill positions.

Prior to creating Bob Murray & Associates, Mr. Murray directed the search practice for the largest search company serving local government in the country. Mr. Murray has worked in local government and benefits from the knowledge of having led an organization. Prior to his career in executive search he served as the City Manager for the City of Olympia, Washington. He has also served as an Assistant City Manager and held positions in law enforcement.

Mr. Murray received his Bachelor's of Science Degree in Criminology from the University of California at Berkeley with graduate studies in Public Administration at California State University at Hayward.

Mr. Murray is the founder of Bob Murray & Associates and has personally conducted approximately 75% of recruitments for our firm to-date. Our typical recruitment process is five months from beginning to end, and Mr. Murray's experience reflects this customary schedule; however, he has accelerated our timeline for clients several times to conduct recruitments in periods as short as three months for extreme circumstances.

SARAH KENNEY, SENIOR CONSULTANT

As Senior Consultant with Bob Murray & Associates, Ms. Kenney is responsible for the development and distribution of recruitment materials, candidate research and interview coordination, compilation and development of interview materials, reference checks, and background verifications.

Ms. Kenney brings over a decade of client service and management experience to Bob Murray & Associates. Her focus is customer service, and she works closely with our clients and candidates to ensure all parties involved are satisfied with every step of recruitment at our firm.

Ms. Kenney received her Bachelor of Arts degree in Psychology from the University of California at Davis.

Ms. Kenney has provided support services for over 100 searches to-date, covering all areas of local government.

ROSA GOMEZ, ADMINISTRATIVE MANAGER

Ms. Rosa Gomez is the Administrative Manager at Bob Murray & Associates. Ms. Gomez is the first point of contact at Bob Murray & Associates and has extensive administrative experience.

Ms. Gomez is known for her personal approach as she works closely with clients and candidates alike to ensure a successful search. As the first point of contact for Bob Murray & Associates Ms. Gomez's professional approach is of the highest caliber.

Ms. Gomez provides administrative assistance on every search conducted by our firm.

STAFFING

Our firm does not use any sub-contractors or sub-consultants. Mr. Bob Murray is the Principal of the firm, and his qualifications are outlined above.

The recruiters at Bob Murray & Associates work as a team on all searches and confer with each regarding potential candidates, networking possibilities, and results of interviews. Although our recruiters often travel due to the nature of their work, our office staff is available Monday-Friday, 8am-5pm. Our recruiters make themselves available by cell phone to their clients while they are away from the office to ensure that no detail is unattended in your recruitment process. Information on each of our recruiters, aside from the assigned Account Manager, is outlined below.

REGAN WILLIAMS, VICE PRESIDENT

Mr. Williams brings 30 years of local government experience to Bob Murray & Associates. Most recently, he worked as a private consultant with Deloitte and Touche on various public sector assignments. Prior to that, he served as Director of Public Safety with the City of Sunnyvale, CA.

Mr. Williams was involved in the development of some of Sunnyvale's most innovative programs and has a national reputation for excellence in law enforcement. He has been responsible for numerous recruitments throughout his career. Clients find his insight and expertise in recruitment and selection a valuable asset.

Mr. Williams received his Bachelor's of Science Degree in Administration of Justice from San Jose State University. He is also a graduate of the FBI National Academy.

DIONYSIA SMITH, VICE PRESIDENT

Ms. Smith brings 24 years of public sector experience in local government and management consulting to Bob Murray & Associates. Her experience includes working for a transit district, a city, and a quasi government/private consulting firm providing consulting services in all areas of human resources. Ms. Smith has been the lead recruiter for a variety of senior level positions with both the public and the private sector. She has been asked to handle the most critical searches on behalf of her clients, and has been asked to develop recruitment strategies for hard-to-fill positions with several organizations. Having worked both in the private and public sector, Ms. Smith brings a creative, innovative approach to developing customized approaches to meeting her clients' needs. Her experience will be of great value to Bob Murray & Associates' clients.

Ms. Smith received her Bachelor of Science degree in Organizational Behavior and Master's of Public Administration degree from the University of San Francisco.

VALERIE PHILLIPS, VICE PRESIDENT

Ms. Phillips has over 15 years of recruiting experience, including more than a decade of recent experience in executive search for public, private, and startup companies nationwide. Ms. Phillips has expertise in the full recruiting cycle, from process design and outreach through candidate assessment and selection. She has placed senior-level candidates in a variety of industries and fields, including Finance, Information Technology, and Engineering. Ms. Phillips is valued for her passion for finding and retaining the most outstanding candidates for even the most difficult or untraditional assignments and for her commitment to her clients' success. Ms. Phillips has a passion for helping people, evidenced by her fundraising and efforts to raise awareness for organizations such as Autism Speaks and the M.I.N.D. Institute.

REFERENCES

We have been providing local government search services since 2000. Clients and candidates are the best testament to our ability to conduct quality searches. Clients for whom Bob Murray & Associates has recently conducted searches are listed below.

CLIENT: City of Peoria, AZ
POSITION: Community Services Director, Deputy City Manager, Director of Economic Development, Fire Chief, and Police Chief
REFERENCE: Mr. Carl Swenson, City Manager, (623) 773-7300 or Ms. Claudia Lujan, Assistant City Manager, (623) 773-7739
RECRUITER: Bob Murray
YEAR: 2012

CLIENT: Sacramento County, CA
POSITION: Director of Regional Parks
REFERENCE: Ms. Sandra Paschal, Senior Personnel Analyst, (916) 874-1681 or Ms. Carla Honey, Principal Human Resources Analyst, (916) 874-7617
RECRUITER: Bob Murray (outreach only)
YEAR: 2011

CLIENT: Cordova Recreation & Park District, CA
POSITION: District Administrator
REFERENCE: Ms. Andrea White, Resource Manager, (916) 362-1841 Ext. 32
RECRUITER: Regan Williams
YEAR: 2011

EXHIBIT "B"

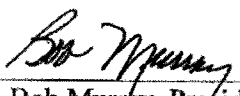
WORKERS' COMPENSATION INSURANCE CERTIFICATION TO PERFORM ENVIRONMENTAL SITE ASSESSMENT SERVICES

Every employer except the State, shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurer duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code §1861).

BOB MURRAY & ASSOCIATES

By: 
Bob Murray, President

10/01/2013
Date: