Agenda

City Council Regular Meeting

Folsom City Hall | City Council Chambers, First Floor

50 Natoma Street, Folsom, CA 95630

April 08, 2025, 6:30 PM

Welcome to Your City Council Meeting

We welcome your interest and involvement in the city's legislative process. This agenda includes information about topics coming before the City Council and the action recommended by city staff. You can read about each topic in the staff reports, which are available on the city website and in the Office of the City Clerk. The City Clerk is also available to answer any questions you have about City Council meeting procedures.

Participation

If you would like to provide comments to the City Council, please:

- Fill out a blue speaker request form, located at the back table.
- Submit the form to the City Clerk before the item begins.
- When it's your turn, the City Clerk will call your name and invite you to the podium.
- Speakers generally have three minutes, unless the presiding officer (usually the mayor) changes that time.

Reasonable Accommodations

In compliance with the Americans with Disabilities Act, if you are a person with a disability and you need a disability-related modification or accommodation to participate in this meeting, please contact the City Clerk's Office at (916) 461-6035, (916) 355-7328 (fax) or CityClerkDept@folsom.ca.us. Requests must be made as early as possible and at least two full business days before the start of the meeting.

How to Watch

The City of Folsom provides three ways to watch a City Council meeting:

In Person	Online	On TV
		
City Council meetings take place at City Hall, 50 Natoma Street	Watch the livestream and replay past meetings on the city website, www.folsom.ca.us	Watch live and replays of meetings on Sac Metro Cable TV, Channel 14

More information about City Council meetings is available at the end of this agenda

City Council Regular Meeting
Folsom City Hall | City Council Chambers, First Floor
50 Natoma Street, Folsom, CA 95630
www.folsom.ca.us

Tuesday, April 08, 2025 6:30 PM

Sarah Aquino, Mayor

Mike Kozlowski, Councilmember | *Barbara Leary, Councilmember*
Justin Raithel, Vice Mayor | *Anna Rohrbough, Councilmember*

AGENDA

CALL TO ORDER

ROLL CALL:

Councilmembers: Raithel, Rohrbough, Kozlowski, Leary, Aquino

The City Council has adopted a policy that no new item will begin after 10:30 p.m. Therefore, if you are here for an item that has not been heard by 10:30 p.m., you may leave, as the item will be continued to a future Council meeting.

PLEDGE OF ALLEGIANCE

AGENDA UPDATE

BUSINESS FROM THE FLOOR:

Members of the public are entitled to address the City Council concerning any item within the Folsom City Council's subject matter jurisdiction. Public comments are generally limited to no more than three minutes. Except for certain specific exceptions, the City Council is prohibited from discussing or taking action on any item not appearing on the posted agenda.

SCHEDULED PRESENTATIONS:

1. Proclamation of the Mayor of the City of Folsom Proclaiming April 13-19, 2025 as National Public Safety Telecommunicators Week in the City of Folsom
2. Proclamation of the Mayor of the City of Folsom Proclaiming April 22, 2025 as Earth Day, Celebrated on April 26, 2025
3. Proclamation of the Mayor of the City of Folsom Encouraging the Community to Become Involved in Arbor Day
4. Proclamation of the Mayor of the City of Folsom Proclaiming April 6-12, 2025 as National Library Week in the City of Folsom
5. Presentation from HART of Folsom (Homeless Assistance Resource Team) Regarding the 2025 Winter Shelter
6. Folsom Plan Area Semi-Annual Report

CONSENT CALENDAR:

Items appearing on the Consent Calendar are considered routine and may be approved by one motion. Councilmembers may pull an item for discussion.

7. Resolution No. 11351 – A Resolution Authorizing the City Manager to Execute an Agreement with Folsom Lake Ford for the Purchase of One Ford Vehicle and Appropriation of Funds from the Park Capital Equipment Fund for the Purchase and Outfitting of Said Vehicle
8. Resolution No. 11354- A Resolution Authorizing the City Manager to Execute a Memorandum of Understanding Between the City of Folsom and the Folsom Police Officers Association (FPOA)

OLD BUSINESS:

9. Resolution No. 11341– A Resolution of the City Council Declaring Results of the Natoma Station Maintenance Assessment District No. 2025-1 Ballot Proceeding, And Abandoning District Formation Proceedings

NEW BUSINESS:

10. Sacramento-Placerville Transportation Corridor Joint Powers Authority (SPTC-JPA) Updated Joint Powers Agreement

    i. Resolution No. 11352- A Resolution Authorizing the City Manager to Execute the Amended and Restated Joint Powers Agreement for the Sacramento-Placerville Transportation Corridor Joint Powers Authority

    ii. Resolution No. 11353 – A Resolution Authorizing the City Manager to Execute the Amended and Restated Continuing Agreement to Advance Funds for the Sacramento-Placerville Transportation Corridor Joint Powers Authority

11. Resolution No. 11355- A Resolution Authorizing the City Manager to Enter into a Contract with Bob Murray & Associates for Executive Recruitment Services for the Public Works Director

CITY MANAGER REPORTS

COUNCIL COMMENTS

ADJOURNMENT

NOTICE: Members of the public are entitled to directly address the City Council concerning any item that is described in the notice of this meeting, before or during consideration of that item. If you wish to address Council on an issue, which is on this agenda, please complete a blue speaker request card, and deliver it to a staff member at the table on the left side of the Council Chambers prior to discussion of the item. When your name is called, stand to be recognized by the Mayor and then proceed to the podium. If you wish to address the City Council on any other item of interest to the public, when the Mayor asks if there is any "Business from the Floor," follow the same procedure described above. Please limit your comments to three minutes or less.

NOTICE REGARDING CHALLENGES TO DECISIONS: Pursuant to all applicable laws and regulations, including without limitation, California Government Code Section 65009 and or California Public Resources Code Section 21177, if you wish to challenge in court any of the above decisions (regarding planning, zoning and/or environmental decisions), you may be limited to raising only those issues you or someone else raised at the public hearing(s) described in this notice/agenda, or in written correspondence delivered to the City at, or prior to, the public hearing.

As presiding officer, the Mayor has the authority to preserve order at all City Council meetings, to remove or cause the removal of any person from any such meeting for disorderly conduct, or for making personal, impertinent, or slanderous remarks, using profanity, or becoming boisterous, threatening or personally abusive while addressing said Council, and to enforce the rules of the Council.

PERSONS INTERESTED IN PROPOSING AN ITEM FOR THE CITY COUNCIL AGENDA SHOULD CONTACT A MEMBER OF THE CITY COUNCIL.

This meeting of the City Council is recorded with closed captioning. The recording will be cablecast on Metro Cable Channel 14, the local government affairs channel on the Comcast and DirecTV U-Verse cable system, and will be shown in its entirety on the Friday and Saturday following the meeting, both at 9 a.m. The recording will also be video streamed at metro14live.saccounty.gov.The City does not control scheduling of this telecast and persons interested in watching the televised meeting should confirm this schedule with Metro Cable TV, Channel 14. The City of Folsom provides live and archived webcasts of regular City Council meetings. The webcasts can be found on the online services page of the City's website www.folsom.ca.us.

In compliance with the Americans with Disabilities Act, if you are a person with a disability and you need a disability-related modification or accommodation to participate in this meeting, please contact the City Clerk's Office at (916) 461-6035, (916) 355-7328 (fax) or CityClerkDept@folsom.ca.us. Requests must be made as early as possible and at least two full business days before the start of the meeting.

Any documents produced by the City and distributed to the City Council regarding any item on this agenda will be made available at the City Clerk's Counter at City Hall located at 50 Natoma Street, Folsom, California and at the Folsom Public Library located at 411 Stafford Street, Folsom, California during normal business hours.

PROCLAMATION

OF THE MAYOR OF THE CITY OF FOLSOM
PROCLAIMING April 13-19, 2025

as

NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK
IN THE CITY OF FOLSOM

WHEREAS, when our citizens experience crisis, the men and women of the City of Folsom police dispatch center are responsible for answering their call and dispatching emergency services and resources to help save lives and property; and

WHEREAS, Folsom Police dispatchers are the vital link to our police officers, firefighters, crisis interventionists and our citizens, monitoring radio activity, traffic cameras and other tools to aid in providing information and lifesaving instructions while enhancing the safety of all; and

WHEREAS, the safety of our city's first responders is dependent on the quality and accuracy of information obtained and dispatched by our dispatchers who call; and

WHEREAS, in 2024, Folsom's public safety dispatchers handled 85,658 telephone calls, created and monitored 60,388 incidents; and

WHEREAS, in 2024, Folsom's communications dispatchers answered over 99% of all 9-1-1 calls in 15 seconds or less; and

WHEREAS, Folsom's public safety dispatchers contributed substantially to the relentless pursuit of criminal behavior and fostering of positive relationships with our citizens; and

WHEREAS, Folsom's public safety dispatchers exhibited care, compassion, empathy, and professionalism during the performance of their job in the past year.

NOW, THEREFORE, I, SARAH AQUINO Mayor of the City of Folsom on behalf of the Folsom City Council, do hereby proclaim the week of April 13-19, 2025, as ***NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK*** in the City of Folsom and extend our gratitude to Folsom's Communications Dispatchers for their dedicated service to our community, diligence, and commitment to keeping our City and citizens safe.

PROCLAIMED this 8th day of April 2025.

Sarah Aquino, MAYOR

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CITY OF
FOLSOM
DISTINCTIVE BY NATURE

PROCLAMATION

OF THE MAYOR OF THE CITY OF FOLSOM

Proclaiming April 22, 2025, as Earth Day, Celebrated on April 26, 2025

WHEREAS, Senator Gaylord Nelson and student activist Denis Hayes organized the first Earth Day rallies on April 22, 1970 across the United States, which signaled that protecting the environment is an important goal of the American people, creating the modern environmental movement and landmark pieces of environmental legislation in the United States; and

WHEREAS, Earth Day has evolved into the world's largest civic event, uniting people across 192 countries in a shared celebration of our planet. With this year's theme, "Our Power, Our Planet," Folsom proudly joins the worldwide effort on April 26, 2025; and

WHEREAS, the City of Folsom recognizes that an environment free of pollution increases property values, enhances economic vitality, protects native species, maintains air and water quality, and beautifies our community; and

WHEREAS, the City of Folsom recognizes the efforts of city staff to comply with state and federal environmental regulations that protect our community and natural resources for future generations. The City of Folsom has adopted a 5-year strategic plan with specific goals of establishing a plan to transition to a full electric fleet by 2035 and conducting a full inventory of greenhouse gas emissions; and

WHEREAS, the City of Folsom desires to share information with the public about sustainability efforts and inspire stewardship of our distinct natural environment:

NOW, THEREFORE, I, Sarah Aquino, Mayor of the City of Folsom, on behalf of the Folsom City Council, do hereby proclaim April 22, 2025 as Earth Day which will be celebrated on April 26 with Earth Day volunteer opportunities and a community festival at Prospector Park, 4578 Sparrow Drive.

PROCLAIMED this 8th day of April 2025.

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Sarah Aquino, MAYOR

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CITY OF
FOLSOM
DISTINCTIVE BY NATURE

PROCLAMATION
OF THE MAYOR OF THE CITY OF FOLSOM

ENCOURAGING THE COMMUNITY TO BECOME INVOLVED in ARBOR DAY

WHEREAS, in 1872, J. Sterling Morton proposed that a special day be set aside for the planting and nurturing of trees; and

WHEREAS, in 1907, President Theodore Roosevelt proclaimed this as a national time to plant and nurture trees; and

WHEREAS, Arbor Day is now observed throughout the nation and the world and will be celebrated in Folsom on Saturday, April 26, 2025; and

WHEREAS, trees reduce the erosion of our precious topsoil by wind and water, lower heating and cooling costs, moderate the temperature city wide, catch rainwater, clean the air, produce life-giving oxygen, and provide habitat for wildlife; and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal; and

WHEREAS, caring for our existing trees is one of the most important and often overlooked ways to foster a vibrant urban forest; and

WHEREAS, the City Urban Forester, in partnership with volunteers and the Sacramento Tree Foundation, will be nurturing a grove of sapling oak trees through the application of mulch along the Willow Creek Humbug Trail to ensure a healthy, viable future for our city's urban forest in celebration of Arbor Day.

NOW, THEREFORE, I, Sarah Aquino, Mayor of the City of Folsom, do hereby proclaim **April 26th, 2025 as Arbor Day** in the City of Folsom, and urge all citizens to celebrate Arbor Day by supporting efforts to protect our trees and woodlands, planting a tree of their own or joining in our City Arbor Day event and;

FURTHER, I urge all citizens to enjoy the cool shade of trees and promote the well-being of this and future generations as Folsom becomes a Tree City USA for the nineteenth year in a row.

PROCLAIMED this 8th day of April 2025.

_____

Sarah Aquino, MAYOR

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CITY OF
FOLSOM
DISTINCTIVE BY NATURE

PROCLAMATION
OF THE MAYOR OF THE CITY OF FOLSOM
PROCLAIMING APRIL 6-12, 2025
AS
NATIONAL LIBRARY WEEK IN THE CITY OF FOLSOM

WHEREAS, the Folsom Public Library leads the County of Sacramento with the most visits, the greatest number of checked-out items, and the highest program attendance of any library location in the County; and

WHEREAS, libraries spark creativity, fuel imagination, and inspire literacy, offering a space where individuals of all ages can explore new ideas and engage new possibilities; and

WHEREAS, libraries nurture young minds through storytimes, STEM programs and literacy initiatives, fostering curiosity and a love of learning that lasts a lifetime; and

WHEREAS, libraries partner with schools, businesses, and organizations, connecting the dots to maximize resources, increase efficiency, and expand access to essential services, strengthening the entire community; and

WHEREAS, libraries empower job seekers, entrepreneurs, and adult learners by providing access to resources, training, and opportunities that support career growth and economic success; and

WHEREAS, libraries serve as vibrant community hubs, connecting people with knowledge, technology, and resources while fostering civic engagement, critical thinking, and lifelong learning; and

WHEREAS, libraries provide free and equitable access to books, digital tools, and innovative programming, ensuring that all individuals—regardless of background—have the support they need to learn, connect, and thrive;

NOW, THEREFORE, I, SARAH AQUINO, Mayor of the City of Folsom, do hereby proclaim the week of April 6-12, 2025 as National Library Week in the City of Folsom and extend our gratitude to the Friends of the Folsom Library and our dedicated volunteers and staff. During this week, I encourage all residents to visit their library, explore its resources, and celebrate the many ways it draws us together as a community.

PROCLAIMED this 8th day of April 2025.

_____

Sarah Aquino, MAYOR

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CITY OF
FOLSOM
DISTINCTIVE BY NATURE

Folsom City Council
Staff Report

MEETING DATE:	4/8/2025
AGENDA SECTION:	Scheduled Presentations
SUBJECT:	Presentation from HART of Folsom (Homeless Assistance Resource Team) regarding the 2025 Winter Shelter
FROM:	City Clerk's Department

ACTION:

HART Winter Shelter Director Bev Siess requested an opportunity to present the City Council with a summary of HART's winter shelter, which was open from January 2 through March 9 this year. The Winter Shelter is a joint effort with local churches to offer temporary, emergency shelter for homeless people in Folsom.

No action is requested of the City Council.

Respectfully submitted,

Christa Freemantle, CMC
City Clerk

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CITY OF
FOLSOM
DISTINCTIVE BY NATURE

Folsom City Council
Staff Report

MEETING DATE:	4/8/2025
AGENDA SECTION:	Scheduled Presentations
SUBJECT:	Folsom Plan Area Semi-Annual Report
FROM:	Community Development Department

RECOMMENDATION / CITY COUNCIL ACTION

No action is requested of the City Council at this time.

BACKGROUND / ISSUE

Community Development staff will provide an update on the planning, engineering and building activity in the Folsom Plan Area south of Highway 50 during the six-month period from October 1, 2024 through March 31, 2025.

Submitted,

Pam Johns, Community Development Director

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CITY OF
FOLSOM
DISTINCTIVE BY NATURE

Folsom City Council
Staff Report

MEETING DATE:	4/8/2025
AGENDA SECTION:	Consent Calendar
SUBJECT:	Resolution No. 11351 – A Resolution Authorizing the City Manager to Execute an Agreement with Folsom Lake Ford for the Purchase of One Ford Vehicle and Appropriation of Funds from the Park Capital Equipment Fund for the Purchase and Outfitting of Said Vehicle
FROM:	Parks and Recreation Department

RECOMMENDATION / CITY COUNCIL ACTION

Staff recommends the City Council approve Resolution No. 11351 – A Resolution Authorizing the City Manager to Execute an Agreement with Folsom Lake Ford for the Purchase of One Ford Vehicle and Appropriation of Funds from the Park Capital Equipment Fund for the Purchase and Outfitting of Said Vehicle.

BACKGROUND / ISSUE

The Park Capital Equipment Fund (452) was established to provide funding for new equipment that provides an increased level of service in park areas. Revenue in this fund comes in through Impact Fees. The current cash balance in the Park Capital Equipment Fund (452) is $561,176 as of March 13, 2025.

POLICY / RULE

Pursuant to FMC 3.02.030 section H: The city council may make supplemental appropriations during the course of the fiscal year provided that the city manager certifies that moneys are available. All such supplemental appropriations shall be made for the fiscal year by resolution, up to the amount of any excess money certified by the City Manager as being available.

ANALYSIS

The Parks & Recreation Department added a new Maintenance Worker in the FY 2024-25 budget to support the growing number of assets and parks. This position was approved; however, the accompanying vehicle purchase was not appropriated. The department is requesting funding this purchase to enable the Maintenance Worker to work independently, thus expanding the areas that staff can cover each day.

The Parks & Recreation Department is requesting appropriation of $60,000 from the Park Capital Equipment Fund (452) to purchase and outfit one Ford F-150. Folsom Lake Ford provided the lowest quote at $42,876 and is the selected dealership for this purchase. Additional funding is necessary to install safety equipment, truck boxes, and associated vehicle mounted equipment necessary to complete the work expected of this Maintenance Worker.

ENVIRONMENTAL REVIEW

This action is exempt from environmental review under the California Environmental Quality Act (CEQA).

FINANCIAL IMPACT

The estimated cost to purchase the Ford F-150 and outfit the vehicle is $60,000. Staff is requesting the City Council authorize an appropriation of $60,000 from the Park Capital Equipment Fund (Fund 452) for the purchase which has sufficient funding to cover the appropriation request. There is no impact to the General Fund for this purchase.

ATTACHMENTS

1. Resolution No. 11351 – A Resolution Authorizing the City Manager to Execute an Agreement with Folsom Lake Ford for the Purchase of One Ford Vehicle and Appropriation of Funds from the Park Capital Equipment Fund for the Purchase and Outfitting of Said Vehicle

Submitted,

Kelly Gonzalez,
Parks & Recreation Director

RESOLUTION NO. 11351

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH FOLSOM LAKE FORD FOR THE PURCHASE OF ONE FORD VEHICLE AND APPROPRIATION OF FUNDS FROM THE PARK CAPITAL EQUIPMENT FUND FOR THE PURCHASE AND OUTFITTING OF SAID VEHICLE

WHEREAS, the City of Folsom has hired a new maintenance worker in the Parks & Recreation Department; and

WHEREAS, the Park Capital Equipment Fund (Fund 452) was established to purchase new equipment to provide service enhancements in the Parks & Recreation Department; and

WHEREAS, the City of Folsom has not yet purchased a vehicle to support the new maintenance worker position; and

WHEREAS, staff have validated the need for the new vehicle to support increased levels of service; and

WHEREAS, sufficient funds are available within the Park Capital Equipment Fund (452) to support the recommended purchase and outfitting without impact to the City of Folsom General Fund; and

WHEREAS, Folsom Lake Ford provided the lowest quote; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Folsom authorizes the City Manager to execute an agreement with Folsom Lake Ford for the purchase of one Ford vehicle; and

BE IT FURTHER RESOLVED that the City Council of the City of Folsom authorizes the Finance Director to appropriate $60,000 in the Park Capital Equipment Fund (Fund 452) for fiscal year 2024-2025 for the purchase and outfitting of one Ford vehicle.

PASSED AND ADOPTED this 8th day of April 2025, by the following roll call vote:

AYES: Councilmember(s):
NOES: Councilmember(s):
ABSENT: Councilmember(s):
ABSTAIN: Councilmember(s):

Sarah Aquino, MAYOR

ATTEST:

Christa Freemantle, CITY CLERK

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CITY OF
FOLSOM
DISTINCTIVE BY NATURE

Folsom City Council
Staff Report

MEETING DATE:	4/8/2025
AGENDA SECTION:	Consent Calendar
SUBJECT:	Resolution No. 11354 - A Resolution Authorizing the City Manager to Execute a Memorandum of Understanding Between the City of Folsom and the Folsom Police Officers Association (FPOA)
FROM:	Human Resources Department

RECOMMENDATION / CITY COUNCIL ACTION

The Human Resources Director recommends that the City Council pass and adopt Resolution No. 11354– A Resolution Authorizing the City Manager to Execute a Memorandum of Understanding Between the City of Folsom and the Folsom Police Officers Association (FPOA).

BACKGROUND / ISSUE

The existing Memorandum of Understanding (MOU) between the City of Folsom and the Folsom Police Officers Association (FPOA) expired on December 31, 2024. The parties began negotiations on a new MOU on September 24, 2024, and reached a tentative agreement on February 24, 2025. The FPOA ratified the tentative agreement on March 14, 2025. The new proposed successor MOU is being presented to the City Council on April 8, 2025, for consideration and approval.

POLICY / RULE

Government Code Title 1, Division 4, Chapter 10 commonly known as the Meyers-Milias-Brown Act requires that representatives of the Governing Body of a public agency shall meet and confer in good faith regarding wages, hours, and other terms and conditions of employment with representatives of recognized employee organizations. Both parties shall endeavor to reach a tentative agreement within the scope of representation, and, if a tentative agreement is reached and ratified by the respective parties, they shall prepare a written memorandum of understanding.

ANALYSIS and FINANCIAL IMPACT

A tentative agreement was reached by the parties and the proposed successor Memorandum of Understanding, which will be effective January 1, 2025, contains the following changes that have some economic impact, as outlined below. The changed provisions are as follows:

1. The MOU term will be for one (1) year: January 1, 2025, through December 31, 2025.

2. Effective January 1, 2025, a cost-of-living adjustment (COLA) is provided:
   - All employees shall receive a 3% COLA.
   - The cost of the COLA will increase salary and benefits approximately $594,000.

3. Effective January 1, 2025, a Market Adjustment will be made for the positions of Police Officer, Corporal, and Sergeant:
   - Employees in the above classifications will receive a Market Adjustment in the amount of 2%.
   - The cost of the Market Adjustment will cost approximately $360,000.

4. Educational Incentive Pay
   - Effective January 1, 2025, the educational incentive for Police Officers, Corporals, and Sergeants will increase from a maximum of 10% to 12.5%, through a combination of POST and/or education incentives.
   - The cost of the increase in educational incentive pay will be approximately $110,000.

5. Veteran Incentive
   - Employees who have successfully completed military service and have received an Honorable Discharge shall receive a 2.5% Veteran's Incentive (not to be combined with educational incentive).

6. Longevity Pay
   - Employees in classifications other than Police Officer, Corporal, Sergeant, and Dispatcher are eligible for the Longevity Pay Incentive after completing ten (10) or more years of full-time continuous City service. Upon eligibility, the employee will receive 2 ½% of their base salary.
   - The cost will be approximately $2,500.

7. Motor Officer Pay
   - Effective January 1, 2025, Officers assigned to a Motor Officer position shall receive a Motor Officer differential of five percent (5%).
   - The cost will be approximately $55,000.

8. Standby Duty Pay

- Dispatchers assigned to Standby Duty will receive $70.00 per 24-hour period, up from $35.00 per 24-hour period.

9. Life Insurance
   - Effective January 1, 2025, the City will increase life insurance coverage from $40,000 to $50,000.
   - The cost will be approximately $2,500.

10. A variety of non-economical and clarification language changes were also agreed upon.

ATTACHMENTS

1. Resolution No. 11354- A Resolution Authorizing the City Manager to Execute a Memorandum of Understanding between the City of Folsom and the Folsom Police Officers Association (FPOA)

2. Proposed Memorandum of Understanding between the City of Folsom and the FPOA for the term of January 1, 2025, through December 31, 2025.

Submitted,

Allison Garcia, Human Resources Director

Attachment 1

RESOLUTION NO. 11354

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF FOLSOM AND THE FOLSOM POLICE OFFICERS ASSOCIATION (FPOA)

RESOLUTION NO. 11354

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF FOLSOM AND THE FOLSOM POLICE OFFICERS ASSOCIATION (FPOA)

WHEREAS, the City of Folsom and the Folsom Police Officers Association (FPOA) have met and conferred in good faith since September 24, 2024; and

WHEREAS, the parties reached a tentative agreement on February 24, 2025; and

WHEREAS, the members of the Folsom Police Officers Association (FPOA) ratified the tentative agreement on March 14, 2025; and

WHEREAS, the City Manager and the City's negotiation team recommend the City Council adopt the agreement

NOW, THEREFORE, BE IT RESOLVED that the City Council adopts the agreement between the City of Folsom and the Folsom Police Officers Association (FPOA) for the period of January 1, 2025, to December 31, 2025; and

BE IT FURTHER RESOLVED, that the City Council of the City of Folsom authorizes the City Manager to execute a Memorandum of Understanding between the City of Folsom and the Folsom Police Officers Association (FPOA).

PASSED AND ADOPTED this 8th day of April, 2025, by the following roll-call vote:

AYES: Councilmember(s):
NOES: Councilmember(s):
ABSENT: Councilmember(s):
ABSTAIN: Councilmember(s):

Sarah Aquino, MAYOR

ATTEST:

Christa Freemantle, CITY CLERK

Attachment 2

PROPOSED MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF FOLSOM AND THE FPOA FOR THE TERM OF JANUARY 1, 2025, THROUGH DECEMBER 31, 2025

CITY OF
FOLSOM
DISTINCTIVE BY NATURE

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF FOLSOM

AND

FOLSOM POLICE OFFICERS ASSOCIATION

January 1, ~~2022~~ 2025, through December 31, ~~2024~~2025

TABLE OF CONTENTS

PREAMBLE 4

ARTICLE I - RECOGNITION AND COVERAGE 5

A. Recognition: 5
B. Total Agreement: 6
C. Severability of Provisions: 6

ARTICLE II – MANAGEMENT RIGHTS 6

ARTICLE III – NO STRIKE 7

ARTICLE IV – EMPLOYEE RIGHTS 8

A. Union Bank Time: 8
B. Non-discrimination: 8
C. Access to Personnel Files: 8
D. Documents in Personnel Files: 9

ARTICLE V – SALARY AND OTHER COMPENSATION 10

A. Salary Adjustments: 10
B. Market Survey: 11
C. Salary Ranges: 11
D. Creation of Salary Range A and Salary Range B: 12
E. Salary Step Placement: 13
F. Clothing/Uniform Allowance: 13
G. Educational Incentive Pay: 14
H. Tuition Reimbursement Policy: 17
I. Canine Officers and Motor Officers: 20
J. Night Shift Differential: 20
K. Training Differential - Dispatchers: 20
L. Training Differential: 20
M. Longevity Pay: 21
N. Bilingual Pay: 21

ARTICLE VI – RETIREMENT 23

A. Public Employees Retirement System (PERS) -- Formula: 23
B. Public Employees Retirement System (PERS) -- Retirement Benefit: 23
C. Retiree Health Insurance: 24
D. Retiree Dental and Vision Insurance: 25
E. Social Security Retirement Plan: 25

ARTICLE VII – INSURANCE 26

A. Health Insurance: 26

B. IRS 125 Reimbursement Account: 28
C. Health Benefits Labor-Management Committee: 29
D. Dental Insurance: 29
E. Vision Care: 29
F. Life Insurance: 29
G. Short Term Disability Program: 29
H. Long Term Disability Program: 29

ARTICLE VIII – HOURS OF WORK AND OVERTIME 30

A. Work Shifts and Work Schedules: 30
B. Daylight Savings Time: 30
C. Shift Rotation Schedule: 30
D. Shift Trade: 31
E. Minimum Staffing Levels: 31
F. Overtime: 31
G. Overtime Rotation System: 32
H. Call-In Pay: 32
I. Telephone Standby/Court Preparation: 32
J. Compensatory Time Off: 32
K. Standby Duty – Dispatchers: 33

ARTICLE IX – LEAVES 33

A. Annual Leave: 33
B. Sick Leave: 35
C. Holidays: 35
D. Use of Accrued Employee Furlough Time: 36
E. Maternity/Paternity Leave: 36
F. FPOA Catastrophic Leave Bank: 37

ARTICLE X – MISCELLANEOUS 37

A. Fitness for Duty: 37
B. City Vehicle Use: 39
C. Probationary Period: 39
D. Permanent Part-Time Employees: 39
E. Voluntary Wellness Program: 40
F. Personal Leave Time: 40
G. Mutual Aid Assignments: 41

ARTICLE XI – GRIEVANCE PROCEDURE 42

A. Definition: 42
B. Time Limits: 42
C. Presentation: 42
D. Procedure: 42

ARTICLE XII – DISCIPLINE PROCEDURE 44

A. Policy: 44
B. Definition: 44
C. Persons Authorized to Initiate Disciplinary Action: 44
D. Application of Appeal Procedure: 44
E. Cause for Disciplinary Action: 45
F. Preliminary Notice of Disciplinary Action: 46
G. Skelly Meeting: 47
H. Appeal of Disciplinary Action: 47

ARTICLE XIII – LAYOFF 48

A. Layoff 48

ARTICLE XIV – TERM AND SIGNATURE CLAUSE 51

A. Term of Agreement: 51
B. Signature Clause: 52

Attachment A. Salary Schedule 53

Attachment B. Salary Step Placement 58

PREAMBLE

This Memorandum of Understanding, hereinafter referred to as "the Agreement", entered into by the City of Folsom, hereinafter referred to as "the City", or "the employer", pursuant to Section 3500 et seq. of the Government Code of the State of California and the Folsom Police Officers Association, hereinafter referred to as "the Association" or "FPOA" has as its purpose the promotion of harmonious labor relations between the City and the FPOA; establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other terms and conditions of employment.

It is understood and agreed that this Memorandum of Understanding (MOU) supersedes and replaces all previous such actions on these points by and between the City of Folsom and the Folsom Police Officers Association. Where ordinances and policies that may conflict with the Memorandum of Understanding exist, the Memorandum of Understanding will prevail.

The term "Agreement" as used herein means the written agreement provided under section 3505.1 of the Government Code.

ARTICLE I - RECOGNITION AND COVERAGE

A. Recognition:

Folsom Police Officers Association is recognized as the exclusive representative, as provided in the City's Employer-Employee Relations Rules for all employees assigned to the Police Bargaining Unit in the following classifications and any other classification which is agreed between the parties to be included in the Police bargaining Unit.

Animal Control Officer
Community Service Officer
Communications Supervisor
Crime ~~& Intelligence~~ Analyst
Dispatcher I/II
Police Corporal
Police Officer
Police Records ~~Clerk~~Technician
Police Records Supervisor
Police Sergeant
~~Property and Evidence Technician~~
Volunteer Coordinator

B. Total Agreement:

This Memorandum of Understanding constitutes a full and complete agreement by the parties and contains all of the matters upon which the parties have reached agreement. Therefore, except as provided herein, the City and the Association, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively, with respect to any subject or matter referred to or covered in this Agreement, as well as any subject or matter not referred to or covered in this Agreement.

C. Severability of Provisions:

Should any section, clause or provision of this Agreement be declared illegal by final judgment of a court of competent jurisdiction, such invalidation of such section, clause or provision shall not invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of this Agreement. In the event of such invalidation, the parties agree to meet and confer concerning substitute provisions for provisions rendered or declared illegal.

ARTICLE II – MANAGEMENT RIGHTS

All City rights and functions, except those which are expressly abridged by this Agreement, shall remain vested with the City. The rights of the City include, but are not limited to, the exclusive right to:

A. Manage the City generally and to determine issues of policy.

B. Determine the existence of facts which is the basis of management decisions.

C. Determine the necessity for and organization of any service or activity conducted by the City, and to expand or diminish services.

D. Determine the nature, manner, means, technology, and extent of services to be provided to the public.

E. Determine methods of financing.

F. Determine types of equipment or technology to be used.

G. Determine and/or change the facilities, methods, technology, means, organizational structure, and size and composition of the work force, and to allocate and assign the work by which the City operations are to be conducted.

H. Determine and change the number of locations, relocations, and types of operations, processes, and materials to be used in carrying out all City functions, including, but not limited to, the right to contract for or sub-contract any work or operation of the City.

I. Assign work to and schedule employees in accordance with requirements as determined by the City, and to establish and change work schedules and assignments upon reasonable notice and good faith meet and confer.

J. Lay off employees from duties because of lack of work or funds, or under conditions where continued work would be ineffective or non-productive.

K. Establish and modify productivity and performance programs and standards.

L. Dismiss, suspend without pay, demote, reprimand, withhold salary step increases, or otherwise discipline employees for cause.

M. Determine minimum qualifications, skills, abilities, knowledge, selection procedures and standards, and job classifications, and to reclassify employees.

N. Hire, transfer, promote, and demote employees.

O. Determine policies, procedures, and standards for selection, training, and promotion of employees.

P. Establish reasonable employee performance standards including, but not limited to, quality and quantity standards; and to require compliance therewith.

Q. Maintain order and efficiency in City facilities and operations.

R. Establish, publish, and/or modify rules and regulations to maintain order and safety and health in the City. The City agrees to meet and confer on any items that fall within the scope of Government Code Section 3500 et. seq.

S. Restrict the activity of an employee organization on the municipal property and on municipal time except as set forth in the City's Personnel Rules.

T. Take any and all necessary action to carry out the mission of the City in emergencies.

ARTICLE III – NO STRIKE

FPOA agrees that during the term of this Agreement, neither it nor its officers, employees,

representatives, or members will engage in, encourage, sanction, support or suggest any strikes, work stoppages, boycotts, slowdowns, mass resignations, mass absenteeism or any other similar actions which would involve suspension of, or interference with, the normal work of the City of Folsom. In the event that FPOA members participate in such activities in violation of this provision, FPOA shall notify those members so engaged to cease and desist from such activities and shall instruct the members to return to their normal duties.

ARTICLE IV – EMPLOYEE RIGHTS

A. Union Bank Time:

1. Employees in the bargaining unit may, but are not required to, donate accrued Annual Leave, or Holiday Leave, or Furlough Time in no less than one-half (.5) hour increments, into a bank of hours from which designated FPOA representatives may draw time for the purposes of conducting association business, including but not limited to, training programs and seminars. Donated time will be transferred from the donating employee's accrued Annual Leave, or Holiday Leave, or Furlough Time to the Union Bank as a one-time donation or from Annual Leave on a regular basis each pay period.

2. The FPOA President or designee must approve, fill out and submit a leave request slip for all employees using the Union Bank. The release of employees on Union Bank Time shall be subject to the needs of the City, as determined by the Police Chief.

3. The FPOA shall submit a request to the Police Chief or designee for the release of employees on Union Bank Time at least 7 calendar days prior to the desired time off or as otherwise approved by the Police Chief.

B. Non-discrimination:

The City agrees not to discriminate against any employee because of membership in the Association or because of any activities on behalf of the Association. The City further agrees not to discriminate, harass, or reprise against any employee as a result of their exercise of their rights under this Agreement, or under Section 3500 et seq., of the Government Code of the State of California.

C. Access to Personnel Files:

The City shall maintain only one (1) personnel file on each person in the Human Resources Department. A duplicate personnel file shall be maintained at the Police

Department. Both files shall be kept secured.

Upon request by an employee, the employee and/or his/her authorized representative may review the personnel files during regular business hours, except where denial of access is authorized by statute.

Information contained in an employee's personnel file shall be confidential and available for inspection only to authorized management/administrative personnel and the supervisor of the employee; except, however, that information in an employee's personnel file may be released pursuant to court order, subpoena, or with a release signed by the employee. The department shall notify the employee of the existence of such court order, subpoena, or a motion for court order to gain access to the personnel file prior to the release of any information.

No material which relates to the employee's conduct, attitude, work performance, or service will be included in his/her personnel file without being signed and dated by the author of such material. Before such material is placed in the employee's file, the department head shall provide the employee the opportunity to review the material and sign and date it. A copy of such material shall be provided to the employee. The employee shall have the right to insert in his/her file within thirty (30) days of the employer placing the item in the file, supplementary material and a written response to any item in the file. Such response shall remain attached to the material it supplements for as long as the material remains in the file.
~~Internal affairs investigations shall be kept in a separate file under the employee's name and shall be purged and destroyed after five (5) years. Such files shall be maintained in the Police Department.~~

D. ~~Purging~~ Documents in Personnel Files:

Upon the request of an employee, and with the approval of the Police Chief, counseling memos and reprimands shall be removed from personnel files after two (2) years. These items, along with disciplinary actions (i.e., suspensions, reductions in pay, and demotions) shall be removed and destroyed after five (5) years in accordance with the City's records retention policy.

Internal affairs investigations shall be kept in a separate file under the employee's name and shall be purged and destroyed after five (5) years. Such files shall be maintained in the Police Department.

Notwithstanding any other provision of this Agreement, complaints and any reports or findings relating to these complaints shall be retained for a period of five (5) years for records where there was not a sustained finding of misconduct and for fifteen (15) years where there was a sustained finding of misconduct.

ARTICLE V – SALARY AND OTHER COMPENSATION

A. Salary IncreasesAdjustments:

1. Effective January 1, 20222025, all employees in the following classes shall receive a cost-of-living salary increase of 3%.

1.

2. Effective January 1, 2025, all employees in the position of Police Officer, Corporal and Sergeant, shall receive a Market Adjustment of 2% increase, for a total salary adjustment of 5%.

Note: Market Adjustment will be applied first, then COLA.

Retroactive pay will be provided exclusively to employees who are actively employed with the City as of the effectiveratification date of this MOU.

Animal Control Officer
Community Services Officer
Crime & Intelligence Analyst
Police Records Clerk
Police Records Supervisor
Property and Evidence Technician
Volunteer Coordinator

1. Effective January 1, 2022, all employees in the following classes shall receive a salary increase of 3.5%:

Communications Supervisor
Dispatcher I/II
Police Corporal
Police Officer
Police Sergeant

2. Effective January 1, 2023, all employees shall receive a salary increase of 3%.

3. Effective January 1, 2024, all employees shall receive a salary increase of 3%.

B. Market Adjustments:

Effective January 1, 20222025, all employees in the position of Police Officer, Corporal and Sergeant, shall receive a market adjustment of 2% increase, for a total salary adjustment of 5%. the salary range for the class of Communication Supervisor shall receive a special

~~salary increase of approximately 2.93% (may be adjusted slightly to fit current City salary range structure).~~

B. Market Survey:

The City agrees to conduct a market survey of the classes of Police Officer, Police Sergeant, Dispatcher II, and Police Records ~~Clerk~~Technician. The survey shall be concluded not later than 120 days prior to the expiration of this MOU. ~~MOU. The parties agree to meet and confer over survey results.~~

1. The purpose of the study is to determine the relationship of the total compensation for employees in the job classifications identified above when compared to comparable job classifications in the following agencies: City of Elk Grove, City of Rocklin, City of West Sacramento, City of Sacramento, City of Roseville, City of Citrus Heights, and County of Sacramento.

2. Compensation, for purposes of this study, shall constitute the following elements:

   a. Base salary (top step in the salary range)
   b. Maximum contribution to health insurance
   c. Uniform Allowance (to include value of uniforms provided by employer)
   ~~d. Employer payment of employee share of retirement~~
   ~~e.~~d. Maximum Education/POST Incentive Pay
   ~~f.~~e. Social Security

3. Study results will identify the mean (average) and relative ranking of the base salary and total compensation, by classification, comparing the City of Folsom to those agencies identified in subsection 1 above.

~~The parties agree to meet and confer not later than April 1, 2024, to discuss amendments to this Section. Topics to be discussed shall include, but not be limited to, agencies to be surveyed, compensation elements (data) to be collected, and tax base of agencies surveyed.~~

C. Salary Ranges:

The first-year salary range for each job classification in the Police Bargaining Unit are set forth in Attachment A, *Salary Schedules*, of this Agreement. The Salary Range for each classification includes Salary Increases (Article V, Section A above), and any Market Adjustment Article V, Section B above). It is understood that implementation of any salary increase, or market adjustment may vary slightly due to rounding. Procedures for step advancement, promotion, demotion, transfer, and

layoff as set forth in City of Folsom Personnel Rules and Regulations, and the MOU shall apply. Should unusual circumstances or rigid adherence to the current salary range structure cause an unforeseen inequity, the City Manager may authorize a special salary adjustment appropriate to the circumstance(s).

1. Effective January 1, 2022, the classes of Police Officer, Police Corporal, Police Sergeant, Communications Supervisor, and Dispatcher II shall have one salary range (Attachment A). The salary range for each classification shall consist of nine (9) steps, with three (3) percent between steps. The highest step in the existing salary range(s) for each class shall constitute the highest step in the new salary range for each class. For all other classes in the FPOA bargaining unit, the current salary range structure shall remain unchanged.

    a. When converting to the new salary range, employee step assignment shall be equal to the salary step the employee is assigned on January 1, 2022. For example, an employee assigned to Step Six (6) on January 1, 2022, shall be assigned to Step Six (6) in the new salary range.

2. Employees in the classes of Police Corporal and Police Sergeant who are assigned to Range A on January 1, 2022, shall convert to the new salary range (Item D.1 above) on the first calendar day after December 31, 2024. Range A shall continue for employees who are assigned to Range A through December 31, 2024. Employee step assignment into the new range (Item D.1 above) shall be equal to the Range A salary step the employee is assigned on December 31, 2024. Effective January 1, 2022, all new appointments into the classes of Police Corporal and Police Sergeant shall be appointed to the new salary range (Item D.1, above).

D. Creation of Salary Range A and Salary Range B:

Except for the class of Police Officer, Police Corporal, Police Sergeant, Community Services Officer, Communications Supervisor and Dispatcher II, each job classification shall have two salary ranges: Range A and Range B. Procedures for step advancement, promotion, demotion, transfer, and layoff as set forth in City of Folsom personnel rules and the MOU shall apply. Any unit-wide salary change shall be applied equally to Range A and Range B. Such salary changes may vary slightly due to rounding.

Salary Range A

Where Salary Range A applies, Salary Range A shall be the salary range for

employees employed by the City prior to February 6, 2014. Said employees shall be assigned Range A for City job classifications for the remainder of their continuous employment with the City.

Salary Range B

Where Salary Range B applies, employees who are hired on or after February 6, 2014, shall be assigned to Salary Range B. Said employees shall be assigned Range B for City job classifications for the remainder of their continuous employment with the City.

For classifications with Salary Range A and B, the top step of Salary Range B shall be 100% of the top step of Salary Range A for each job classification.

Except for the class of Community Services Officer, Salary Range B shall consist of thirteen (13) salary steps.

Community Services Officer shall have a single salary range. The salary range for Community Services Officer shall consist of 12 steps.

Dispatcher I is a 12-month probationary/trainee position and shall have a separate 1-step salary range. Upon successful completion of the 12-month trainee opportunity as Dispatcher I, employees will be promoted to Dispatcher II.

E. Salary Step Placement:

Employee step placement in the salary range for each classification are shown in Attachment B, *Salary Step Placement*.

F. Clothing/Uniform Allowance:

1. Plain Clothes Assignments:

When the Police Chief assigns employees to a plain clothes assignment (for more than 3 months consecutively), such employees shall receive a clothing allowance of $1000.00 per year. Plain clothes assignments are those assignments that require professional business attire. Other plain clothes assignments that do not require daily wearing of professional business attire may qualify for the allowance based upon individual written approval by the Chief of Police. Appropriate justification shall be made for such approval.

Employees assigned to a plain clothes assignment shall be responsible for the cleaning of their own clothing, except that employees in a plain clothes

assignment may have their department issued uniforms cleaned as needed based upon uniformed or overtime assignments.

Clothing allowance shall be paid annually in conjunction with bi-annual shift changes, on or before January 20th and on or before July 20th of each fiscal year. Employees assigned to a plain clothes assignment in January or in July of each year shall receive the annual clothing allowance for the year, payable as described above. Employees assigned to a plain clothes assignment after shift changes will receive a pro-rated clothing allowance.

2. Sworn Personnel

As provided in Section 4 below, the City agrees to provide the initial issue of uniforms to all sworn employees and the City shall pay for the cleaning and replacement of all uniforms.

Any proposed change to the uniforms will only be done after meet and confer with the Association.

For CalPERS Classic members, ~~T~~the City agrees to report to PERS the estimated value of $850 per fiscal year for each uniformed employee for purposes of cleaning, maintaining and replacing uniforms.

3. Non-Sworn Employees:

The City agrees to provide the initial issue of uniforms to all non-sworn employees, consistent with department policy.

4. Uniform Issuance/Replacement -- All Employees:

The City will provide the initial issue of uniforms to all employees of the department. The City shall replace any uniform or authorized equipment, which has been lost, stolen, damaged or rendered unserviceable as a result of on-duty activity. Personnel will receive authorization for uniform replacement from their immediate supervisor.

G. Educational Incentive Pay:

1. Effective January 1, 2025, employees shall be eligible to receive education incentive pay starting the first full pay period following submission of documentation showing they qualify for such pay~~Employees shall be eligible to receive education incentive pay after the employee has completed their one (1) year probationary period~~.

~~a. Exception: Employees hired into the department as "lateral hires" shall receive education incentive pay upon hire.~~

~~b. Exception: Employees hired as entry level Dispatcher I (step 1), which is a trainee level, have a 12-month probationary period in the entry level position, followed by an additional 6-month probationary period upon promotion to Dispatcher II (step 2). Education incentive pay eligibility commences on the first pay period following achievement of non-probationary status as Dispatcher II. Obtaining POST certification quickly will not impact date of promotion or date of educational incentive pay.~~

2. Police Officers, Corporals and Sergeants will be entitled to receive educational incentive pay based on the following:

Police Officers and Corporals

Either:

a. Police Officers and Police Corporals who possess the following degree(s) from a recognized college or university:

(1) Associate of Arts degree shall receive a salary increase of 5%.
(2) Bachelor of Arts/Science degree shall receive a salary increase of 10%.
(3) In no event shall a Police Officer or Police Corporal who possesses both an Associate of Arts degree and a Bachelor of Arts/Science degree receive more than 10%.

Or:

b. Police Officers and Police Corporals who possess the following POST certificates:

(1) Intermediate POST certificate shall receive a salary increase of 5%.
(2) Advanced POST certificate shall receive a salary increase of 10%. In no event shall an officer who possesses both an Intermediate POST certificate and an Advanced POST certificate receive a salary increase of more than ~~10%~~12.5%.

Sergeants

Either:

a. Sergeants who possess the following degree(s) from a recognized college or university:
   (1) Associate of Arts (AA) degree shall receive a salary increase of 5%.
   (2) Bachelor of Arts/Science (BA/BS) degree shall receive a salary increase of 10%.
   (3) In no event shall a Sergeant who possesses both an AA degree and a BA/BS degree receive more than 10%.

Or:

b. Sergeants who possess the following POST certificates:

   (1) Intermediate POST certificate shall receive a salary increase of 5%.
   (2) Advanced POST certificate shall receive a salary increase of 10%.
   (3) In no event shall a Sergeant who possesses both an Intermediate POST certificate and an Advanced POST certificate receive more than ~~10%~~12.5%.

3. ~~With the exception of Item 5 below, n~~No Police Officer, Police Corporal, or Sergeant who possesses an AA or BA/BS college degree(s) and POST certificate(s) shall receive a total EIP salary increase of more than ~~10~~12.5%.

4. Communications Supervisors, Dispatchers, Police Records ~~Clerks~~Technicians, ~~Property & Evidence Technicians~~Community Service Officers, Records Supervisors:

   a. Dispatchers with the possession of Dispatch POST certification shall receive 7.5%.

   b. Records Supervisor with the possession of POST certification shall receive 7.5%.

   c. Dispatchers, ~~Property & Evidence Technicians~~ Community Service Officers or Police Records ~~Clerks~~ Technicians with possession of:

      Associate of Arts Degree shall receive 2.5%.

Bachelor of Arts Degree shall receive 5%.

d. With the exception of Item 5 below, no Dispatcher or Technician who possess an AA or BA/BS college degree(s) and Dispatch Certification receive a total EIP salary increase of more than 10%.

5. Master's Degree:

Employees hired prior to July 1, 2010, who are in possession of a Masters of Arts/Masters of Science degree receive an additional 5% incentive. Degrees shall be related to the field of Law Enforcement or Public Administration as approved by the Chief of Police. Employees hired on or after July 1, 2010, shall not qualify for an additional 5% for a Masters of Arts/Masters of Science degree. An employee receiving this incentive shall not exceed a total education incentive under this section of more than fifteen percent (15%).

6. Crime ~~& Intelligence~~ Analyst Certificate:

Employees in the class of Crime ~~and Intelligence~~ Analyst who submit evidence that they possess a Crime & Intelligence Analysis Certificate from an accredited institution approved by the City shall, one time only, be advanced in the salary range by an amount equal to approximately 10%: For employees assigned to range A, advancement shall equal two steps. For employees assigned to range B, advancement shall equal four steps.

7. Notwithstanding subsections 1 through 5 above, for the period beginning July 1, 2010, and ending June 30, 2011, employee advancement from one Education Incentive Pay level to the next EIP level shall be frozen. Employees who would normally have advanced to a higher EIP level during this period shall advance to the next higher level twelve (12) months from the date they would have otherwise qualified and shall not receive any retroactive payment.

H. Tuition Reimbursement Policy:

With the advance written approval of the Department and City and upon satisfactory completion with a grade "C" or better, the City shall reimburse an eligible, permanent unit member for the cost of tuition from a recognized college or university (on a course-by-course basis) for courses having a strong nexus to City law enforcement duties and benefit to the City. All classes will be taken on the unit member's own time.

1. Eligibility:

   a. In order to qualify for tuition reimbursement, a unit member shall have attained permanent status (successfully completed entry-level probation) as a unit member in Folsom. No reimbursement will be made for classes taken during the eligibility period or prior to attaining permanent status.

      Classes successfully challenged will not be eligible for reimbursement.

   b. Recognized colleges or universities are those institutions of higher learning accredited by one or more of the following accrediting organizations: ~~Middle:~~ Middle States Association of Colleges and Schools, New England Association of Schools and Colleges, North Central Association of Colleges and Schools, Northwest Commission on Colleges and Universities, Southern Association of Colleges and Schools, and Western Association of Schools and Colleges.

2. Tuition shall be reimbursed as follows:[1]

   a. For unit members who have completed a total of 60 or less undergraduate [2]semester units, the City will reimburse a unit member in the amount of the cost of per unit tuition for a resident student enrolled at a Los Rios Junior College District community college.

   b. For unit members who have a total of 61 or more undergraduate semester units, the City will reimburse a unit member in the amount of the cost of per semester tuition for either a part time student or full-time student (depending on the number of units carried by the unit member for the semester) for a California resident student enrolled at California State University, Sacramento (CSUS).

   c. For unit members who are enrolled in a graduate program, the City will reimburse a unit member in the amount of the cost of per semester tuition for either a part time student or full-time student

[1] A college quarter system will be converted to a semester system. The semester system that coincides with that used at CSUS will be used.

[2] Upon specific approval of the Chief of Police, a unit member who has completed a total of 60 or less undergraduate semester units, may be reimbursed at the CSUS rate referenced in (b) for a lower division course if currently enrolled in CSUS in a four-year course of study and the lower division units are part of that course of study.

(depending on the number of units carried by the unit member for the semester) for a California resident student enrolled at California State University, Sacramento (CSUS).

3. In any one semester or quarter, the maximum reimbursement for class(es) required books in total shall be a maximum of $500 per semester.

4. Approval of Tuition Reimbursement Claims:

Approval of a claim for tuition reimbursement shall be as follows:

a. Claims for tuition reimbursement will be denied for any course or class that has not received prior written approval by the Department and City.

b. Tuition reimbursement shall be on a course by course basis.

c. All requests for tuition reimbursement, whether for a single class or a class that is part of an approved program are subject to available funds as determined by the City. Approval for any program does not guarantee approval or available funds for any subsequent class.

(1) In order to expedite tuition reimbursement, claim approval, a unit member may seek City approval to enter into a course of study for a specified degree or certificate. Degree or certificate program approval must have a strong nexus to City law enforcement duties as approved in writing by the Department. A request for approval of a degree program or certificate shall include a current, full course description inclusive of mandatory core and elective course options.

(2) For each selection of an elective option, the unit member shall obtain the approval of the Department based upon the option most beneficial to the Department and City.

(3) If a course of study approval has been granted, the unit member may submit the previously granted approval and indicate the completed course description included in the approval.

d. Tuition reimbursement is not authorized for course work (unit credit) that applies to previous academic or professional experience. Nor is reimbursement authorized for course work necessitated by a

change in a course of study, major, a repetition of a course for any reason or other academic circumstance.

I. Canine Officers and Motor Officers:

2. 1. Officers assigned to the Canine Program will be compensated for thirty (30) minutes each day (at time and one-half) for time spent off-duty caring for their dogs.

1.

dogs.

2. Officers assigned to a Motor Officer position shall receive a Motor Officer differential of five percent (5%).

J. Night Shift Differential:

Dispatchers and sworn personnel who work night shift shall receive a night shift differential of $1.00 per hour. The department will designate which hours/shifts shall qualify for payment of night shift differential.

Effective January 1, 2023, night shift differential shall increase to $1.25 per hour.
Effective January 1, 2024, night shift differential shall increase to $1.50 per hour.

K. Training Differential - Dispatchers:

City agrees to pay employees in the classification of Dispatcher an additional 5% salary differential when assigned the responsibility for training newly hired Dispatcher(s).

L. Training Differential:

When an employee is assigned as a training officer to train another employeeFTO, PTO, ITO, CTO, TTO, or CSTO, he/she shall receive a pay differential of 5% for all hours worked while assigned to train another employee. Employees in the class of Corporal shall not be eligible for a Training Differential.

Any FTO, PTO designated training officer reassigned to another shift to perform the duties of a PTO training officer shall receive the 5% pay differential for the duration of that assignment. Such reassignments shall be made pursuant to current operating procedure.
When an officer is assigned by the Police Chief as a Master Officer, the officer shall receive the 5% pay differential for the duration of the assignment.

The parties agree that creation of the class of Police Corporal satisfies the

~~requirement contained in Section M. The position of Master Officer shall be eliminated not later than July 1, 2016.~~

M. Longevity Pay:

1. Subject to subsections 2 and 3 below, the City will pay employees ~~represented by the FPOA~~in the classifications Police Officer, Corporal, Sergeant and Dispatcher for their continued ~~longevity~~ service based on the following formula. The Longevity Pay increments will be paid on a monthly basis.

	2 ½%	After 10 years of full-time City service
Additional	2 ½%	After 15 years of full-time City service
Additional	2 ½%	After 20 years of full-time City service

Longevity pay shall not exceed a total of 7 ½% per month for an employee with twenty or more years of full-time City service.

~~2. Notwithstanding subsection 1 above, for the period beginning July 1, 2010, and ending June 30, 2011, employee advancement from one Longevity Pay increment to the next increment shall be frozen. Employees who would normally have advanced to a higher increment during this period shall advance to the next higher increment twelve (12) months from their anniversary date and shall not receive any retroactive payment nor shall the elapsed time period between July 1, 2010, and June 30, 2011, be counted for any future advancement.~~

2. Employees in classifications not eligible for the Longevity Pay Incentive in subsection 1 above, are eligible for a Longevity Pay Incentive as follows: ~~Employees hired after July 1, 2010, shall not be eligible to receive Longevity Pay.~~

   a. Upon completion of ten (10) or more years of full-time continuous City service, the employee will receive 2 ½% of the employee's base salary.

3. Any employee receiving a higher longevity incentive prior to the effective date of this Agreement than they would receive under this Agreement will continue to receive the longevity incentive they received prior to the effective date of this Agreement.

N. Bilingual Pay:

1. The Police Chief may designate not more than ten (10) employees as eligible to receive a 2.5% Bilingual Pay differential. Employees eligible for Bilingual

Pay must (1) speak a foreign language as identified by the City; (2) agree to utilize his/her bilingual ability on the job; and (3) demonstrate bilingual proficiency satisfactory to the Director of Human Resources. Such assignments shall be in writing and must be renewed on an annual basis.

2. Employees shall maintain the necessary training and certification standards established by the City to continue to receive bilingual pay. All employees receiving bilingual pay shall have their bilingual performance included as part of the employee's City performance evaluation. Performance that falls below "meets expectations" may subject the employee to loss of bilingual pay.

~~O. Law Enforcement Retention Pay:~~

~~1. In an effort to encourage employee retention, effective January 1, 2022, the City will pay designated Peace Officers and Dispatchers a Law Enforcement Retention Pay differential based on the following formula. Law Enforcement Retention Pay increments will be paid on a monthly basis.~~

	~~2 ½%~~	~~After 10 years of full-time City service~~
~~Additional~~	~~2 ½%~~	~~After 15 years of full-time City service~~
~~Additional~~	~~2 ½%~~	~~After 20 years of full-time City service~~

~~Designated Peace Officers and Dispatchers currently receiving Longevity Pay, shall have their benefit converted to Law Enforcement Retention Pay consistent with the Law Enforcement Retention Pay formula above. Law Enforcement Retention Pay shall not exceed a total of 7 ½% per month for an employee with twenty or more years of full-time City service.~~

~~All special pay in this Section shall be deemed longevity pay and reported to CalPERS as special compensation pursuant to C.C.R. Section 5~~

O. Veteran Incentive:

1. Employees who have successfully completed military service and have received an "Honorable Discharge," shall receive an incentive of two and one-half percent (2 ½%). An employee who qualifies for the Veteran Incentive and an Education Incentive under Article V, Section H, will only receive the Education Incentive. To qualify for this incentive, employees shall provide a copy of their DD-214 to the Human Resources Department to certify that they received an honorable discharge. The Veteran Incentive does not qualify as pensionable income pursuant to Rule 571. The Veteran Incentive will be paid the first pay period following submission to, and

approval by, Human Resources.

ARTICLE VI – RETIREMENT

A. Public Employees Retirement System (PERS) -- Formula:

1. All sSafety police employees hired on or prior to June 30, 2010December 16, 2010, shall receive the retirement benefit of 3% @50. All sSafety police employees hired on or after July 1, 2010December 17, 2010, but prior to January 1, 2013, shall receive the retirement benefit of 2%@50. All Safety police employees hired on or after January 1, 2013, shall receive the retirement benefit of 2.7%@57 or as specified in the California Public Employee's Pension Reform Act of 2013 (PEPRA).

2. All mMiscellaneous employees hired on or prior to June 30, 2010May 16, 2011, shall receive the retirement benefit of 2.7%@55. All mMiscellaneous employees hired on or after July 1, 2010May 17, 2011, shall receive the retirement benefit of 2%@55. All employees hired on or after January 1, 2013, shall receive the retirement benefit 2%@62 or as specified in the California Public Employee's Pension Reform Act of 2013 (PEPRA).

3. All employees hired prior to June 30, 2010, shall receive the retirement benefit based on the single highest twelve (12) months of compensationSafety police employees hired on or prior to December 16, 2010, and miscellaneous employees hired on or prior to May 16, 2011, shall receive the receive the retirement benefit based on the single highest twelve (12) months of compensation.

All Safety police employees hired on or after July 1December 17, 2010, and miscellaneous employees hired on or after May 17, 2011, shall receive the retirement benefit based on the employee's highest average monthly compensation during thirty-six (36) consecutive months of employment as provided in state law pertaining to PERS.

B. Public Employees Retirement System (PERS) -- Retirement Benefit:

1. Safety police employees hired prior to January 1, 2013, shall pay 9% of the employee share of retirement. and mMiscellaneous employees hired on or prior to May 16, 2011, shall pay 8% of the employee share of retirement. Miscellaneous employees hired on or after May 17, 2011, shall pay 7% of the employee share of retirement.

2. The City agrees to continue Government Code Section 20691, Conversion of

Employer Paid Member Contributions (EPMC), for miscellaneous employees.

3. Safety police and miscellaneous Eemployees hired on or after January 1, 2013, will pay the employee contribution as ~~required~~ specified and adjusted by PERS, ~~, if different from Item 1 above.~~

C. Retiree Health Insurance:

1. ~~Existing e~~Employees hired on or prior to May 8, 2007, who retire[1] from City service on July 1, 2007, or later may participate in the health insurance plans made available by the City for active employees. The amount of the City's monthly contribution shall be determined as set forth below. Any costs that exceed the maximum paid by the City towards retiree health insurance costs shall be borne by the retiree.

   a. Employees who retire with less than 5 years of service[2] shall not be eligible to receive any City contribution toward the cost of retiree health insurance.

   b. Employees who retire with more than 5 years of service shall qualify for a monthly City retiree health insurance contribution.

      (1) Subject to the maximum set forth in Item 1.c. below, the City retiree health insurance contribution shall be as follows:

      (2) Retiree only – an amount equal to the City's contribution towards active employee health insurance for the category of "employee only."

      ~~(2)~~(3) Retiree and one dependent – an amount equal to the City's contribution towards active employee health insurance for the category of "employee plus one."

      ~~(3)~~(4) Retiree and two or more dependents - an amount equal to the City's contribution towards active employee health insurance for the category of "employee plus one" plus $100.

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[1] "~~Existing e~~Employees" are exclusively permanent and/or probationary employees of the City of Folsom on the date ~~this~~ the Addendum ~~is~~ was approved by the Folsom City Council (May 8, 2007). "Retire" or "retiree" is defined as any classified City employee who (1) applies for retirement with the Public Employees' Retirement System (PERS) within ninety (90) days after terminating employment with the City; and (2) receives a PERS retirement benefit.

[2] "Service" is defined as full time (or equivalent) continuous permanent and/or probationary employment status with the City of Folsom.

c. The City's monthly contribution toward the cost of retiree health insurance shall not exceed the maximum monthly contribution paid by the City to active employee health insurance for the categories of employee only (for retiree only), employee plus one (for retiree plus one dependent), and employee plus one plus $100 (for retiree plus two or more dependents), as of January 1, 2012.

(1) The January 1, 2012 cap for each category shall be adjusted each January thereafter by an amount not the exceed 3%, depending on the percent increase in the Consumer Price Index (CPI), U.S. Department of Labor, for November - November of the previous year, Index CPI-W, Urban Wage Earners and Clerical Workers, Series #CWUR0400SA0, United States. (Example, if the cost of living for the specified period increases by 2%, the cap shall be increased by 2%. If the cost of living for the specified period increases by 4%, the cap shall be increased by 3% (cost of living increases in the cap shall be rounded to the nearest tenth.)

2. The City shall contribute $25 per pay period into an Health Reimbursement Arrangement for each probationary/permanent employee hired after May 8, 2007.

D. Retiree Dental and Vision Insurance:

Effective the first full pay period after approval of this MOU by the City Council, employees who retire from City service must have at least 120 months of continuous service as a City employee to qualify for dental and vision insurance benefits provided to active employees. The City shall contribute 5% of the premium per year of City service, up to an 80% City contribution.

E. Social Security Retirement Plan:

Employees in the Police Bargaining Unit shall maintain enrollment in the federal Social Security System (F.I.C.A.).

F. Out of Area Health Plan:

1. OAHP shall work in conjunction with the Health Reimbursement Arrangement (HRA) provided by the City to active employees. Each OAHP retiree will obtain a participant account.

2. Only retirees who (a) are not eligible for Medicare who reside outside of the

service area as defined by the City health insurance carriers; (b) qualify for retiree health coverage pursuant to Article VI, Section C; and (c) agree to disenroll from the current group medical benefit plan for retiree health coverage may participate in OAHP.

3. Once a retiree opts to participate in OAHP, the retiree shall thereafter be prohibited from returning to retiree health coverage.

4. The City will contribute to the retiree's participant account on a monthly basis in an amount equal to the amount of the City's contribution for employee only or employee plus 1 coverage, based on the retiree's marital status at the time of OAHP election. Eligible dependents not covered at the time of election will not be added at a later date. Annual confirmation of dependent eligibility will be required. The City's contribution would be used for premiums to obtain health coverage and other qualified ~~out of pocket~~out-of-pocket medical expenses. Under no circumstances shall the contribution be higher than the City paid premiums for similarly situated in-area employees. The retiree shall be responsible for administrative costs established by the HRA plan administrator.

5. Upon the death of, or marital dissolution from, the retiree's spouse on record at the time of election to participate on OAHP, the funding level will be adjusted to employee only. Subsequent spouse(s) from any subsequent marriage(s) (i.e. post initial OAHP election) shall not be eligible to participate and funding will remain at employee only. In the event of the retiree's death, surviving spousal benefits will conform to the City practices applicable to employees participating in City plans. Should the retiree obtain coverage from another source (e.g. coverage by spouse), the funding will cease and will not be reinstated.

6. Rules and procedures governing OAHP shall be determined and administered by the City's Human Resources Department. Disputes regarding OAHP shall be appealed to the City Manager or designee and shall not be subject to arbitration.

ARTICLE VII – INSURANCE

The City's obligation for health, dental, vision, life and disability insurance coverage is limited to plan contribution. Plan content, including eligibility criteria, is determined by the respective carriers.

A. Health Insurance:

1. Beginning January 1, 2011, the City's maximum monthly contribution for active employee health insurance coverage shall be adjusted annually to an amount equal to 50% of the increase above the 2010 Kaiser monthly premium rate for employee only category ($507.89), employee plus 1 category ($1,015.78), and employee plus 2 or more category ($1,320.52), rounded to the next whole number.

   Example:

   Employee only category: The 2010 monthly premium for Kaiser employee only is $507.89 and the City's maximum monthly contribution is $486.00. If this premium increases by 10% for 2011, or to $558.68, the City's contribution for 2011 for the employee only category would be computed as follows: $558.68 - $507.89 = $50.79, $50.79 x 50% = $25.40, $486.00 + $25.40 = $511.40. After rounding to the next whole number, the City's maximum contribution for health insurance for the employee only category would be $511 per month.

   Employee plus 1 category: The 2010 monthly premium for Kaiser employee plus 1 is $1,015.78 and the City's maximum monthly contribution is $972.00. If this premium increases by 10% for 2011, or to $1,117.36, the City's contribution for 2011 for the employee plus 1 category would be computed as follows: $1,117.36 - $1,015.78 = $101.58, $101.58 x 50% = $50.79, $972.00 + $50.79 = $1,022.79. After rounding to the next whole number, the City's maximum contribution for health insurance for the employee plus 1 category would be $1,023 per month.

   Employee plus 2 or more category: The 2010 monthly premium for Kaiser employee plus 2 or more is $1,320.52 and the City's maximum monthly contribution is $1,263.00. If this premium increases by 10% for 2011, or to $1,452.57, the City's contribution for 2011 for the employee plus 2 or more category would be computed as follows: $1,452.57 - $1,320.52 = $132.05, $132.05 x 50% = $66.03, $1,263 + $66.03 = $1,329.03. After rounding to the next whole number, the City's maximum contribution for health insurance for the employee plus 2 or more category would be $1,329 per month.

2. Employees who select a health plan with higher monthly premiums than the maximum monthly premium paid by the City (Section A, item 1 above) shall pay the difference through payroll deduction. Should employees select a health plan with lower monthly premiums than the maximum monthly premium paid the City, the City's contribution shall be limited to the cost of the monthly premium.

3. High-Deductible Health Plans

a. The City agrees to offer two High Deductible Health Benefit Plans offered by the health benefit plan carriers.

b. The City agrees to make available a Health Savings Account (HSA) to eligible active employees who select either of the High Deductible Health Benefit Plans.

c. Tax status of contributions, contribution amounts, and use of HAS funds shall be in accordance with federal and state law.

4. Health Insurance – Cash Back

a. Probationary or permanent employees, who certify to the Human Resources Department that they have group health insurance coverage with comparable benefits to health plans offered by City, may decline to participate in City health insurance coverage.

b. Employees who decline to participate in City health insurance coverage shall receive a cash back payment from the City of $300 per month for each month the employee does not participate in City health insurance coverage.

c. Employees who have declined to participate in City health plan coverage pursuant to this section may enroll in City health plan coverage only during the annual open enrollment period.

d. This section shall be administered pursuant to procedures established by the City Human Resources Department.

e. Employees who decline health insurance coverage shall continue to be eligible to participate in the City's vision and dental plans.

f. An employee whose spouse is employed by the City and receives health insurance is also eligible to receive the cash back payment.

B. IRS 125 Reimbursement Account:

The City will provide access to an IRS 125 Reimbursement Account. Employees may participate in the account pursuant to administrative procedures established by the City.

C. Health Benefits Labor-Management Committee:

The parties agree to participate in a city-wide Health Benefits Labor-Management Committee to review existing health benefit programs, plan changes, and cost containment. The Health Benefits Labor-Management Committee shall be open to all employee organizations representing City employees. FPOA may select up to two representatives to participate in Committee meetings. Employees who participate in Committee meetings shall do so without loss of compensation.

D. Dental Insurance:

Dental insurance will be provided by Delta Dental Plan. Effective the first full pay period after approval of this MOU by the City Council, the City will contribute 80% of the monthly premium for an employee, employee and dependent, or employee and family as set forth in the plan document.

E. Vision Care:

Vision coverage will be provided by Vision Services Plan. Effective the first full pay period after approval of this MOU by the City Council, the City will contribute 80% of the monthly premium for an employee, employee and dependent, or employee and family as set forth in the plan document.

F. Life Insurance:

The City agrees to continue to pay premiums to provide $~~40,000~~50,000 life insurance coverage and $~~40,000~~50,000 accidental death and dismemberment coverage for employees in the bargaining unit for the term of this Agreement.

Eligible dependents shall receive $2,000 life insurance coverage.

G. Short Term Disability Program:

The City agrees to provide a Short-Term Disability Insurance Program as provided in the plan document, with the City paying 100% of the monthly premium rate for the weekly indemnity insurance program (short term disability) of 60% of salary for 26 weeks. The waiting period for initiation of benefits under the plan shall be 12 calendar days. This program is for non-job-related injuries or illness.

H. Long Term Disability Program:

The City agrees to provide a long-term disability program for employees in the

bargaining unit as provided in the plan document. The plan shall provide for a maximum benefit of 60% of salary, up to age 65. This program is for non-job-related injuries or illness.

ARTICLE VIII – HOURS OF WORK AND OVERTIME

A. Work Shifts and Work Schedules:

The Police Chief or designee shall establish work shifts and work schedules for all employees. Employees shall work shifts of eight, nine, ten, eleven or twelve hours based on the Police Department's needs.

The Police Department may redefine the first and last day of any scheduled workweek for each shift. The redefined workweek will be implemented for each work schedule based on the Police Department's scheduling requirements.

Prior to any permanent change in work schedules, the department will give notice to the FPOA and, if requested by the FPOA, meet over the impact of such change.

As a result of a scheduled shift rotation, should an employee be required to work a different shift with less than a 12-hour period off between the old shift and the new, that employee shall be granted up to one scheduled shift off or paid administrative leave to ensure adequate rest between shifts. An employee's regular days off prior to the shift change shall not be changed for the purposes to avoid this provision.

All FLSA 7K exemptions for Police officers will apply, e.g., hours worked and overtime provisions, unless modified by this Memorandum of Understanding.

B. Daylight Savings Time:

Effective upon Council adoption, if the changeover from Daylight Savings Time to Standard Time in the fall results in an extended workday, employees shall be compensated for the actual number of hours worked, including overtime compensation if appropriate. If the changeover from Standard Time to Daylight Savings Time in the spring results in a reduced workday, employees will be compensated for the actual number of hours worked, except those employees shall be allowed to debit available annual leave, compensatory time or holiday leave balances to offset any loss of pay that would otherwise occur.

C. Shift Rotation Schedule:

1. The shift rotation schedule for non-probationary police officers and sergeants shall be by seniority bidding. The Chief of Police or designee can alter shift

assignments when it is in the best interest of the department under the following circumstances (the Chief will advise the FPOA President of his actions and reasons therefore):

a. Deployment of probationary officers.
b. Deployment of patrol officers/sergeants in special assignment positions.
c. It is recognized by the Chief that there exists an issue of officer safety or the need to deploy a specific officer due to personal matters.

2. Shift rotations shall occur during the following time periods:

Patrol Personnel:	March and September
Dispatch Personnel:	March and September

D. Shift Trade:

A shift trade system is authorized wherein an employee scheduled for duty on a given day and shift can, with prior notice to the Chief of Police or designee; arrange to have another employee work for him/her. Shift trades may only take place between employees who are in the same job classification and within the same pay period. Example, a Police Officer may only make a shift trade with another Police Officer. A Police Officer may not make a shift trade with a Police Sergeant.

E. Minimum Staffing Levels:

Police Department staffing levels shall be established by the Chief of Police.

F. Overtime:

Overtime may be required of any employee when the Chief of Police or designee determines it to be in the best interest of the City. Employees will be compensated only for overtime ordered or authorized by designated supervisory personnel. However, no employee may be required to work overtime during any scheduled workweek in which the employee is on unpaid status due to disciplinary action.

Overtime will be paid for any hours worked outside an employee's scheduled hours of work.

Time worked in excess of eight (8) hours in a day shall not count in determining whether an employee has worked in excess of forty (40) hours in a week.

The overtime rate of pay shall be either 1½ times the hourly rate of salary with

respect to cash payment; or 1½ hours for each hour worked with respect to compensatory time off (CTO). Compensatory time off hours shall be included on payroll stubs.

G. Overtime Rotation System:

An overtime rotation system shall be approved by the Chief of Police which provides an equal opportunity for all officers to assume overtime assignments when the overtime is discretionary.

H. Call-In Pay:

1. Any employee called in to work with less than 24 hours' notice shall be compensated at a minimum of four hours at the overtime pay rate, except as reflected herein.

2. The City reserves the right to assign an employee to overtime work concurrent with the beginning or end of a shift, provided that an employee is given more than 24 hours' notice. In such cases, the employee will be compensated hour for hour at time and one half.

3. Employees will be compensated with a minimum of two (2) hours of overtime pay for departmental meetings and training held outside an employee's scheduled hours of work.

I. Telephone Standby/Court Preparation:

1. The City will pay a minimum of two (2) hours of overtime for telephone standby for court, or cancellation of a court appearance within 24 hours prior to the scheduled court appearance.

2. Employees scheduled to appear in court shall be compensated a minimum of four (4) hours at the overtime rate if the employee reports for the appearance. Employees who report for a court appearance shall not be eligible to receive the two (2) hours of overtime for court telephone standby or less than 24-hour Court cancellation as set forth in Item 1 above.

J. Compensatory Time Off:

Compensatory time off (CTO) may be accrued in lieu of overtime pay to a maximum of one hundred sixty (160) hours. Employees may take CTO off at the convenience of the City and upon approval of the Chief of Police.

1. Exception: Events or training, which are subject to outside reimbursement, will be posted in advance if eligible for overtime pay only. These instances must be pre-approved by the Chief of Police or designee and the overtime must be specifically posted as "eligible for overtime pay only."

2. Effective the first full pay period after approval of this MOU by the City Council, employees may, within the first 30 days after ratification by the City Council, convert all accrued CTO to cash on an hour for hour basis.

K. Standby Duty – Dispatchers:

1. The City may assign a Dispatcher to Standby Duty, as it deems necessary. Standby Duty requires a Dispatcher so assigned:

   a. To be ready to respond immediately to calls from the City and to be called into work;
   b. To be reachable by telephone/pager;
   c. To remain within a reasonable distance of the work location; and
   d. To refrain from activities which might impair their ability to perform any assigned duties.

2. Standby Duty shall be for a 24-hour period.

3. Employees assigned to Standby Duty shall receive compensation of $35.0070.00 per 24-hour period.

4. Employees assigned to Standby Duty and who are called in to work shall be compensated at the overtime rate pursuant to Article VIII, Section E (Overtime) of the Agreement. Article VIII, Section G (Call-In Pay) of the Agreement shall also apply.

5. Standby Duty shall be assigned by the Police Department on an equitable basis based on the needs of the department.

ARTICLE IX – LEAVES

A. Annual Leave:

1. Employees shall receive the following Annual Leave credits:

Non-shift personnel (40-hour work week):

Length of Service	Annual Leave Allowance
0 – 5 years	16.34 hours per month
5 – 10 years	19.34 hours per month
10 – 15 years	22.34 hours per month
15+ years	24.34 hours per month

Shift personnel:

Length of Service	Annual Leave Allowance
0 – 5 years	17.00 hours per month
5 – 10 years	20.00 hours per month
10 – 15 years	23.00 hours per month
15+ years	25.00 hours per month

2. Except as specified in Article IX, Section B below, employees shall not accrue sick leave. However, employees who have accumulated sick leave hours shall retain such hours and may use such leave credits pursuant to Article IX, Section B, below.

3. Annual leave credits may be used for any approved absence, including vacation and illness or injury. When annual leave is used for vacation, it will be scheduled pursuant to City Personnel Rules. When annual leave is used for illness or injury leave (e.g., sick leave) purposes, it will be taken pursuant to Article IX, Section B of this MOU.

4. Employees with annual leave balances that exceed the annual leave caps of 400 as of the date of ratification of this MOU by City Council, may retain such balances until the annual leave balances are reduced to the new cap.

   a. To avoid exceeding the maximum of 400 hours of accumulated annual leave, the City may direct an employee to take time off on annual leave. However, in the event the City does not approve annual leave for an employee in an amount sufficient to reduce accumulated annual leave to 400 hours, the number of hours that exceed 400 hours shall be rolled over into sick leave until the annual leave balance is reduced to the cap.

5. Cash Out of Annual Leave

   a. Employees may cash out up to 40 hours of annual leave per fiscal year.
   b. Annual leave shall be cashed out pursuant to procedures established by the City Human Resources Department.

c. Accrued annual leave shall be cashed out upon separation of employment with the City on an hour for hour basis.

6. Annual vacation requests shall be approved based on department policy as approved by the Chief of Police.

B. Sick Leave:

1. Sick leave may be used by employees for purposes enumerated in City Personnel Rules.

2. The City's contract with CalPERS permits sick leave to be converted to service credit for purposes of retirement (Government Code section 20965).

3. Accrued sick leave shall not be cashed out.

4. There shall be no maximum on the number of hours of sick leave an employee may accrue (bank).

C. Holidays:

1. Employees who are not assigned by the Police Chief to work shifts shall receive the following:

a. The following holidays shall be observed by the City:

(1) New Year's Day (January 1)
(2) Martin Luther King Day
(3) President's Day (Washington's Birthday)
(4) Memorial Day
(5) Independence Day
(6) Labor Day
(7) Veterans Day
(8) Thanksgiving Day
(9) Friday following Thanksgiving Day
(10) December 24
(11) Christmas Day
(12) December 31
(13) One (1) personal holiday as set forth in Item e) below.

b. If any holiday falls on a Saturday, the proceeding Friday shall be observed as the holiday; and if any such holiday falls on a Sunday, the following Monday shall be observed as the holiday.

c. If a holiday occurs on the employee's first normal day off, the employee shall take the preceding day as the holiday; however, if the holiday occurs on the employee's second consecutive normal day off, the employee shall take the following day as the holiday.

d. Notwithstanding the above, eligible employees who are not able to take a designated holiday day off shall be credited with one (1) additional day of annual leave (8 hours) for each holiday not taken. Examples of this would include a non-peace officer assigned to work a shift whose regularly scheduled work day falls on a holiday or a non-shift peace officer whose
duties required him/her to work on a holiday.

e. As listed under Item (a) above, employees shall be entitled to one (1) personal holiday (8 hours) per calendar year. The personal holiday shall be taken in the same manner and under the same rules as compensating time off (CTO), except that employees who have not completed their initial probationary period may not take their personal holiday until they have completed the probationary period.

f. No holiday pay shall be accrued when an employee has been off work on unpaid status for more than 90 days.

2. Effective July 1, 2010:

Employees who are assigned by the Police Chief to work shifts shall cease accruing Holiday Leave time; instead, such employees shall receive a 6% Holiday Pay differential. Holiday Pay shall be multiplied by the employee's salary step. Employees with accrued Holiday Leave credits on the books may take such time off in the same manner as Annual Leave. Holiday Pay shall be compensable for retirement (PERS) purposes.

D. Use of Accrued Employee Furlough Time:

Between March 2009 and June 2010 employees (except employees in the classes of Dispatcher I, Dispatcher II, and Communications Supervisor) had their salary reduced 2 hours per pay period in exchange for accruing 2 hours per pay period of Furlough Time. For those employees with accrued Furlough Leave on the books, the use of Furlough Leave shall be treated the same as Annual Leave, except that accrued Furlough Leave shall have no cash value.

E. Maternity/Paternity Leave:

The City and FPOA agree that the family-leave policy will be to provide four (4) months of maternity/paternity leave, without compensation, consistent with law.

F. FPOA Catastrophic Leave Bank:

1. The purpose of the FPOA catastrophic time bank is to enable employees to receive and donate accrued annual leave, sick leave, and compensating time off (CTO) credits to assist employees who have no leave and who will suffer a financial hardship due to a prolonged illness or injury to themselves or a member of the immediate family as defined in City Personnel Rules. The following conditions shall apply:

   a. Catastrophic Leave will be available only to employees who have exhausted all of their own paid leave through a bona fide serious illness, injury or FPOA defined catastrophic.
   b. The City shall administer the time bank.
   c. An employee may be on disability insurance and use the time bank credits in the same manner that sick leave is used to supplement disability insurance benefits.
   d. All donations are to be confidential, between the donating employee and the City.
   e. Employees donating to the time bank must have forty (40) hours of annual leave or sick leave available after making a donation.
   f. Donating employees must sign an authorization form (prepared by the City) and specify the employee who is to be a recipient of the donation. Employees relinquish all rights and claims to hours donated. Donor specific time does not require exhaustion of accrued leave time by recipient.
   g. Donations shall be subject to applicable tax laws.
   h. Availability of catastrophic leave time shall not delay or prevent the City from taking action to medically separate or disability retire an employee.
   i. The City may require a physician's statement stating that the presence of the employee who is requesting catastrophic leave time to care for an ill or injured immediate family member is necessary.

ARTICLE X – MISCELLANEOUS

A. Fitness for Duty:

1. The City may require an employee to submit to a medical examination by a physician designated by the City to evaluate the capacity of the employee to

perform the work of the employee's position. The decision to require an employee to submit to such medical examination shall be based upon reasonable cause to believe, by the employee's department head or designee, that the employee is unable to perform the work of the employee's position. The City shall pay the cost of such examination.

The physician shall make a written report to the City. Information provided by the City's physician shall be kept confidential. A copy of the physician's report shall be given to the employee.

After consideration of the report and other pertinent information, the City will take steps in accordance with State and Federal law regarding disabilities. If the City concludes the employee is unable to perform the work of his/her present position, the City may demote or transfer the employee to an appropriate position, including one of less than full time. If it is concluded that the employee is unable to perform the duties of his/her position and the employee cannot be demoted or transferred to another position, the employee's employment with the City may be terminated. Any such action shall be considered non-disciplinary. An employee who is terminated because he/she is unable to perform the duties of his/her position shall be placed on paid administrative leave until the date of separation.

An employee terminated pursuant to this section may elect, at the employee's cost, to an examination by a physician of the employee's choice. If the employee's physician finds the employee fit to perform his/her job duties the employee shall have the right to submit the matter to binding arbitration, pursuant to Article XI of this MOU.

After weighing the evidence submitted by both parties, the employee may be reinstated if the arbitrator determines that the employee is fit to perform the duties of his/her former position. Reinstatement shall not require current eligibility on any city employment list. The arbitrator may elect to pay the employee for some or all of the time between the termination date and the date of the arbitrator's award.

2. This section shall not supersede any rights and/or remedies the parties may have pursuant to the California Workers Compensation system and Labor Code.

3. The parties agree to meet during the term of this agreement to review policies and statutes that govern Fitness for Duty and insure compliance with state law.

B. City Vehicle Use:

City vehicles shall be assigned at the discretion of the Chief of Police.

C. Probationary Period:

1. The City will require a 12-month probationary period for all classes in the police bargaining unit. All regular employees shall serve a 12-month probationary period upon appointment to a classification in the police bargaining unit; with the exception that employees appointed to the class of Police Officer shall begin their 12-month probationary period at the conclusion of academy graduation. Probationary periods may be extended consistent with City Personnel Rules.

2. Notwithstanding Section C, subsection 1 above, employees in the class of Crime ~~and Intelligence~~ Analyst shall not complete the probationary period until the employee possesses the Crime and Intelligence Certificate as set forth in Article V, Section J, subsection 6. Failure of any employee in the class of Crime ~~and Intelligence~~ Analyst to possess the Crime and Intelligence Certificate prior to conclusion of the probationary period shall cause the employee to be released from employment in the class.

3. Notwithstanding Section C, subsection 1 above, employees in the class of Dispatcher I/II, if starting in the entry level of Dispatcher I, will serve a minimum 18-month probationary period. This involves 12 months in the probationary trainee position of Dispatcher I, followed by another 6 months of probation upon advancement to Dispatcher II. Failure of any Dispatcher I to attain POST certification prior to the conclusion of the 12 months Dispatcher I probationary period shall cause the employee to be released from employment in the class.

D. Permanent Part-Time Employees:

Permanent part-time employees are employees hired off an eligible list and who work at least 20 hours per week and not more than 39 hours per week.

The City agrees to pay 100% of the health, dental, and vision insurance premiums for the employee-only category for permanent part-time employees. Permanent part-time employees shall have the option to purchase dependent coverage through the City at rates established by the City's health, dental and vision insurance carriers. When a permanent part-time employee purchases dependent coverage, the employee shall pay the difference between the amount paid by the City for employee-only coverage and the cost of the dependent coverage.

Other benefits provided in the Memorandum of Understanding (MOU) between the City and the FPOA shall be allocated to permanent part-time employees on a pro-rata basis.

E. Voluntary Wellness Program:

The Police Department will implement a Voluntary Wellness Program for employees in the classes of Police Officer, Police Corporal, Police Sergeant, and Community Service Officer. The purpose of the program is to encourage the proper physical conditioning and health of law enforcement personnel. The department shall determine specific procedures and policies; however, key elements shall include:

1. Regular exercise regimen. Employees shall be granted up to four hours (not to exceed one hour per shift) of release time per workweek to exercise, call load permitting. Such time shall be scheduled at the discretion of appropriate supervisory personnel.

2. Participation in an annual "baseline" physical evaluation conducted by the department.

3. The Chief of Police shall be authorized to implement program changes which benefit additional members of the FPOA. Those additions will be published consistent with department directives.

Nothing in this section shall be deemed to interfere or infringe upon the right of the City to set work schedules and/or hours of work as set forth in Article II, Section 1 of this Agreement.

F. Personal Leave Time:

1. Any Personal Leave Time (PLT) earned by employees and still remaining on the books may be used by employees for time off on an hour for hour basis until the employee has exhausted the bank. Use of PLT time shall be subject to the following:

   PLT may be used by employees for time off on an hour for hour basis until the employee has exhausted the bank. Use of PLT time shall be subject to the following:

   a. Use of PLT shall be subject to the operating needs of the Police department.
   b. Use of PLT shall not cause the Police department to backfill behind an

employee using PLT.

c. PLT shall have no cash value and may not be cashed out. If an employee terminates employment with the City or retires, any PLT remaining in the bank shall be surrendered with no value to the employee.

2. At such time that the Chief of Police changes the work schedule for Dispatchers from a 12-hour day shift to a 10-hour day shift, Dispatchers shall accrue a one-time grant of 100 hours of Personal Leave Time.

Nothing in this section shall be deemed to interfere or infringe upon the right of the City to set work schedules and/or hours of work as set forth in Article II, Section I of this Agreement.

~~G. Bi-Weekly Pay Schedule:~~

~~Should the City decide to implement a bi-weekly pay schedule (26 pay periods per year) in lieu of the current bi-monthly pay schedule (24 pay periods per year), the City shall notify FPOA and implement the bi-weekly pay schedule the first month after July 1, 2011 or thereafter that contains three pay days. The parties agree to further language changes of this MOU necessary to conform to a biweekly pay schedule.~~

~~H~~G. Mutual Aid Assignments:

All personnel assigned by the Chief of Police to provide Mutual Aid to another public agency will be compensated (portal to portal) from time of assignment to their return to the police headquarters. While on Mutual Aid assignment, personnel will be compensated at their regular rate of pay during their normally assigned shifts. Personnel assigned to work on days off shall be compensated at the overtime rate.

Specific policies and procedures applicable to Mutual Aid assignments shall be determined by the department.

~~I.~~ H. Lateral Hire – Police Officer/Dispatcher

As a recruitment incentive for the lateral hire of a Police Officer or Dispatcher, the City may, at its discretion, offer one or more of the following employment enhancements:

1. Accrual of Annual Leave pursuant to Article IX, Section A, at the rate

consistent with the vacation accrual rate of the lateral hire's last place of employment as a Police Officer/Dispatcher.

2. Training and education incentives pursuant to Article V, Section H.

3. Salary step placement consistent with the candidate's previous experience as a Police Officer/Dispatcher.

4. Crediting of up to forty (40) hours of personal leave time (PLT). PLT shall have no cash value. PLT shall be taken in a manner consistent with department vacation policy. Should a lateral hire terminate employment with the City, any unused PLT shall be forfeit.

ARTICLE XI – GRIEVANCE PROCEDURE

A. Definition:

The term "Grievance" as used in this Agreement is limited to a complaint or request of an employee, group of employees, or FPOA which involves the interpretation, application, or compliance with the provisions of this Agreement or City Rules.

B. Time Limits:

Grievances not presented within the time limits established for each step of this procedure shall not be considered. Should the City fail to answer within the established time limits, the grievance may be processed to the next level and the failure to answer shall be given the appropriate weight by the arbitrator.

When days are used in this article for the purpose of establishing time limits, those limits will be presumed to have been met when the appropriate forms are either personally delivered to the affected party or deposited in the U.S. mail, as evidenced by the appropriate postmark.

Time limits may be waived by mutual agreement between the parties. As referred to in this article, all "days" are "calendar days."

C. Presentation:

An employee and/or FPOA representative may present a grievance while on duty, provided such presentations and discussions do not disrupt City operations and are kept to a reasonable minimum.

D. Procedure:

All grievances as defined herein shall be processed in accordance with this procedure. All grievances, beginning at Step 2 shall be filed on forms provided by the City for that purpose. FPOA may refuse to represent a grievant and the City may refuse to consider a grievance in those circumstances where the aggrieved party has not followed this procedure.

1. STEP 1. Within fifteen (15) days of the act(s) and/or omission(s) giving rise to the grievance or within fifteen (15) days of the time the employee or FPOA should reasonably have been aware of said act(s) and/or omission(s), the grievance shall be discussed informally with the person or persons most directly responsible for the circumstances which gave rise to the grievance. If the grievance is not resolved within fifteen (15) days of the date on which it is first presented at Step 1, the grievant may proceed to Step 2.

2. STEP 2. Within fifteen (15) days of receipt of the Step 1 answer, or if no answer is given, within thirty (30) days of the Step 1 meeting, the grievant, if still dissatisfied, shall file with the Police Chief, a formal written grievance. Within fifteen (15) days of the receipt of the formal grievance the Police Chief or designee shall meet with the grievant to discuss the matter. The Police Chief or designee shall respond to the grievant, in writing, within fifteen (15) days of the Step 2 meeting. The Step 2 response shall include the position of the Police Department and the reasons therefore, as related to the grievance.

3. STEP 3. Within fifteen (15) days of the Step 2 response or, if no Step 2 response is received, within thirty (30) days of the Step 2 meeting, the grievance may be presented in writing to the City's Employee Relations Officer. The Employee Relations Officer shall conduct such investigation as is deemed appropriate and shall issue a written determination within thirty (30) days of the date on which the grievance is first presented at Step 3. If the Employee Relations Officer fails to issue a written determination within the prescribed period of time or if the determination is not satisfactory to the grievant, the grievant may request that the matter be submitted to binding arbitration.

   Matters involving the interpretation or application of this Agreement may only be submitted to Step 4 by FPOA. Employees may submit matters of discipline to arbitration pursuant to Article XII of this Agreement.

4. STEP 4. A request for binding arbitration shall be made in writing to the Employee Relations Officer within fifteen (15) days of the date which the grievant received a copy of the written determination of Step 3, or in the

event that no Step 3 answer is received, within forty-five (45) days of the date of the Step 3 meeting. An arbitrator may be selected by mutual agreement between the parties. However, should the parties fail to voluntarily agree upon an arbitrator, the parties shall make a joint request to the American Arbitration Association or the Mediation and Conciliation Service of the State of California. The parties shall request a list of five (5) qualified arbitrators. Each party shall alternately strike one name from the list and the last remaining name shall serve as arbitrator. The first party to strike a name shall be determined by the toss of a coin.

The arbitrator's decision shall be final and binding on the City, FPOA, and the grievant. The arbitrator shall have no authority to add to or delete from the terms of this Agreement or City rules. All fees and costs of the arbitrator and court reporter, if any, shall be borne equally by the parties. In matters of discipline, which have not been submitted to arbitration by FPOA, all costs will be split between the parties to the arbitration and shall not include FPOA.

ARTICLE XII – DISCIPLINE PROCEDURE

A. Policy:

It is the policy of the City that discipline of City employees be imposed on an appropriate and consistent basis. When an employee engages in misconduct or when job performance is unsatisfactory in the judgment of the City, disciplinary action may be initiated. This article modifies disciplinary procedures identified in City Personnel Rules.

B. Definition:

As used herein, "disciplinary action" means written reprimand, suspension without pay, reduction in pay, demotion, or dismissal.

C. Persons Authorized to Initiate Disciplinary Action:

Discipline may be initiated by those authorized in the City Personnel Rules.

D. Application of Appeal Procedure:

1. Permanent Status: This article shall only apply to employees with permanent status with the City.

2. Probationary Status: An employee in probationary status shall have no right to grieve or arbitrate release from probationary appointment.

3. Temporary Employee: An employee in a temporary position shall have no right to grieve or arbitrate release from temporary appointment.

4. Temporary Upgrade (Out of Class): An employee in a temporary upgrade status shall have no right to grieve or arbitrate release from temporary upgrade status.

5. A written reprimand shall be appealable only to the City Manager or his/her designee with the right to present the employee's position and supporting evidence, but no right to confront or cross examine witnesses. The decision of the City Manager or designee shall be final.

6. Upon the request of an employee, a written reprimand shall be removed from an employee's personnel file after two (2) years from the original date of issuance; provided, however, that the employee has not been subject to disciplinary action during the two (2) year period.

7. A counseling memorandum, letter of instruction or similar action shall not be considered formal disciplinary action. Such measures shall be considered corrective action. The Police Chief may issue General Orders defining corrective action measures and identify those management personnel who can issue such measures. Corrective action may not be appealed beyond the Police Chief.

E. Cause for Disciplinary Action:

1. Discipline shall be for cause. Examples of conduct or performance deficiencies that may warrant discipline include, but are not limited to (more examples can be found in the City Personnel Rules):

   a. Misstatement of facts during the hiring process
   b. Falsification of an entry on a City document (e.g., time card, expense report)
   c. Disclosure of confidential information
   d. Insubordination or willful disobedience
   e. Incompetence, inefficiency or unsatisfactory job performance
   f. Discriminatory, discourteous, or unbecoming behavior
   g. Theft, misuse or unauthorized use or possession of City property
   h. Dishonesty
   i. Misconduct, i.e., any behavior that brings harm or discredit to the City
   j. Being under the influence of illegal drugs or alcohol or possessing illegal drugs while on City property or on official business

k. Conviction of a felony or misdemeanor that involves moral turpitude, or any other conviction or pleas of nolo contendere (no contest) or diversion for such offense, which adversely affects, or brings discredit to, the City
l. Excessive absence or tardiness
m. Absence without approved leave
n. Violation of a City rule, policy, or procedure
o. Soliciting outside work for personal gain during the conduct of City business; engaging in outside employment for any business under contract by the City; participating in any outside employment that adversely affects the employee's City work performance; and engaging in unauthorized outside employment
p. Loss or failure to maintain any license, certification, and/or clearance which is required as a minimum qualification or condition of employment for the employee's position

F. Preliminary Notice of Disciplinary Action:

1. A copy of the preliminary notice of disciplinary action shall be served upon the employee either personally, or by first class mail and certified mail, return receipt requested, to the last known address of the employee. The last known address shall be deemed to be the address that is within the employee's official personnel file. If notice is provided by mail, the employee should be deemed to have received notice ten (10) work days after the date of mailing.

2. The Preliminary Notice shall include:

a. A statement of the nature of the disciplinary action;
b. The effective date of the disciplinary action;
c. A statement of the reasons for the disciplinary action citing the item(s) under Article XII, Section E, General Orders, or the Personnel Rules which have been violated;
d. Any supporting material or documentation;
e. A Preliminary Notice of Disciplinary Action shall be valid provided it contains a statement advising the employee of the right to request a Skelly Meeting, the manner and time in which the request for a Skelly Meeting must be made, and the required content of the request for a Skelly Meeting; and
f. The name and address of the person to whom all written communication regarding this Skelly Meeting [alternatively, matter] shall be sent."

G. Skelly Meeting:

1. An employee who is subject to disciplinary action shall have the right, within five (5) work days after receiving a Proposed Notice of Disciplinary Action to request a Skelly Meeting by filing a written request for a meeting signed by the employee or the employee's representative with the employee's consent with the City Human Resources Director.

2. Failure to respond or inaction within the specified time will result in the waiver of the right to a Skelly meeting and the proposed discipline becoming final.

3. Upon a written request for a Skelly meeting, the City shall appoint a "Skelly Officer". The Skelly Officer will meet with the employee, listen to arguments and receive documents presented by the employee. Within a reasonable time and in writing, the Skelly Officer shall respond to the City, with a copy to the employee and the employee's representative, if applicable. The Skelly Officer may recommend that the City dismiss, modify, or sustain the proposed discipline.

4. If the proposed discipline is sustained or modified by the City after the Skelly Meeting, the disciplinary action shall be implemented. A Final Notice of Disciplinary Action shall be served in the same manner as the Preliminary Notice of Disciplinary Action, except that the Final Notice of Disciplinary Action shall include a statement advising the employee of the right to appeal the action, the manner and time in which the appeal must be made, the required content of the appeal, and the name and address of the person to whom all written communication regarding the appeal shall be sent.

H. Appeal of Disciplinary Action:

1. Within ten (10) work days after receipt of the Final Notice of Disciplinary Action, disciplinary actions may be appealed to arbitration. Notice of the appeal must be filed with the Human Resources Director. If the employee fails to file a notice of appeal within this time period, the disciplinary action shall become final and there shall be no further appeal.

2. The decision of the arbitrator shall be final and binding on the parties. No appeal or review of the arbitrator's decision by Writ or other mechanism before any court, administrative tribunal or any other forum on any legal theory or basis shall be possible.

3. Appeals of disciplinary actions to arbitration shall be pursuant to Article XI (Grievance Procedure) of this Agreement, except that on disciplinary

appeals:

a. An appeal of a disciplinary action is a complaint of a permanent employee of whether there was cause for the disciplinary action taken against the employee.
b. The parties to the discipline hearing and to the selection of the arbitrator shall be the employee, who may be represented by FPOA, self-represented, or independent counsel, and the City who may be represented by the Human Resources Department or counsel.
c. The employee shall be entitled to appear personally at the hearing and produce evidence.
d. The fees and expenses of the arbitrator, a court reporter and transcript if required by the arbitrator, shall be shared equally by the parties.

ARTICLE XIII – LAYOFF

A. Layoff

When it becomes necessary due to lack of work, lack of funds, or in the interest of economy, to reduce the number of employees in the Police Department bargaining unit, the order in which employees will be laid off within each class affected by the layoff shall be based on seniority as provided in Section C.

1. Area of Layoff:

The City shall determine the area(s) and positions in which layoffs may occur, including the identification of the division, work unit, class, and specific position. When a list of the affected areas and/or positions has been prepared, the City will give notice to FPOA prior to implementation of the layoff, and upon request, shall meet with FPOA in good faith regarding the impact of the layoff (consistent with Section H). Unless agreed otherwise, the following layoff procedure shall be followed:

a. Employees holding temporary, seasonal, part-time, probationary, or provisional appointments in the class shall be laid off first. Employees serving in a regular part-time position shall be laid off

second. Employees who have completed probation (i.e. permanent employees) shall be laid off last. Employees off work on approved leave (workers compensation, disability leave, etc.) who are identified for layoff shall be laid off in the same manner as if the employee was on active duty.

b. Should it become necessary to lay off permanent employees, the employees laid off shall be those with the least service credit within the identified classifications in the department. If two (2) or more employees in this circumstance possess essentially the same amount of service credit, the Police department shall determine which person shall be laid off.

2. Seniority Defined:

Seniority shall be defined by the date of the most recent appointment to the classification. Time served as a probationary employee in the class shall be included in determining seniority.

3. Notification:

Employees to be laid off shall be given final written notification by the City of such action. Whenever possible, such notification shall be given a minimum of thirty (30) calendar days prior to the effective date of the layoff. At its discretion, the City may also issue preliminary written layoff notices.

4. Right to Demote:

Any employee who is scheduled for layoff shall have a right to demote to a class in which the employee formerly held permanent status. Any employee scheduled for layoff in a class outside the bargaining unit shall bump into a class in the bargaining unit if they formerly held permanent status in that class. If there is no authorized position in the class to which the employee would otherwise have a right to demote, then the employee shall be laid off from employment.

The right to demote shall be implemented as follows:

a. If there is only one other lower salaried class in which the employee formerly held permanent status, the employee shall be demoted to that class. If there is no vacancy in that class and the demoting employee has less seniority than all other employees in that class, the demoting employee shall be laid off from that class and from employment.

b. If there are two or more lower salaried classes in which the employee formerly held permanent status, the employee shall be demoted to that class in which the employee formerly held permanent status which has the highest salary. If there is no vacancy in that class, and the demoting employee has less seniority than all other employees in

that class, the above process shall continue until the demoting employee either reaches a class in which the employee formerly held permanent status in which there is a vacancy or in which the employee is not the least senior employee in that class, or the employee is laid off from employment.

c. An employee who is least senior in a class in which there is no vacancy and to which an employee demotes from a higher class shall be laid off from that class, and shall have the same right to demote as does any other employee who is laid off.

d. An employee demoted under this procedure shall be deemed to have exercised the employee's right to demote and to have accepted each demotion, subject to the employee's right to resign from employment.

e. An employee who is demoted from a class in which the employee holds permanent status shall be deemed for all purposes to have been laid off from each class from which the employee subsequently demotes or is displaced, including classes which the employee passes through because of the absence of a vacancy and insufficient seniority to occupy a position.

5. Reemployment:

The names of employees laid off in accordance with provisions of this section shall be placed on a reemployment list. Names shall be placed on a reemployment list by classification in order of seniority. A reemployment list will be used to fill vacancies in the classification before any other eligible list that exists for that classification. In the event that a person on layoff declines reemployment to a vacant position in the classification from which the employee was laid off, or cannot be contacted through telephone and certified mail within fifteen (15) working days, such person's name shall be removed from the reemployment list.

A reemployment list will remain in effect for two (2) years unless specifically extended, or sooner if exhausted. Upon reinstatement an employee will be eligible for all benefits acquired by the employee prior to

the layoff, including prior Annual Leave accrual rates, health benefits provided in the current FPOA Memorandum of Understanding, retirement tier (as permitted by PERS law) and seniority. An employee shall not receive credit for time spent on layoff in computing time for any benefit entitlement. Rehire shall be subject to successful completion of pertinent psychological, medical, polygraph, and background investigations.

6. Appeals:

Interpretations of the provisions of this section may be appealed through the grievance procedure (Article XI) of this Agreement. Such grievances must be filed within five (5) work days of final written notification of the proposed layoff. For the purpose of appealing interpretations of this section, grievances shall be filed directly with the City Manager (Step 3 of the grievance procedure). The filing of a grievance shall not prevent the City from implementing the layoff. The reasons or necessity for the layoff shall not be subject to the grievance procedure or appeal.

7. Nothing in this section shall delay or limit the City's right to lay off employees.

ARTICLE XIV – TERM AND SIGNATURE CLAUSE

A. Term of Agreement:

This Memorandum of Understanding incorporates all modifications regarding wages, hours, and other terms and conditions of employment. This Memorandum of Understanding shall be effective as of January 1, ~~2022~~2025, and shall expire December 31, ~~2024~~2025. Should either party desire to commence the meet and confer process for the next subsequent Memorandum of Understanding, that party shall notify the other in writing no earlier than one hundred twenty (120) calendar days prior to the expiration date of the existing Memorandum of Understanding, and the meet and confer process shall begin no later than ninety (90) calendar days prior to the expiration date of this Agreement.

B. Signature Clause:

The terms and conditions of this Memorandum of Understanding are executed this _____ day of _____, 2021 2025 by the employer-employee representatives whose signatures appear below on behalf of their respective organizations.

CITY OF FOLSOM

Elaine AndersenBryan Whitemyer
City Manager

John W. SpittlerAllison Garcia
Human Resources Director, Interim

Richard Hillman
Chief of Police

Dennis BatchelderVance Piggott
City Representative

Allison GarciaGabriela L. Cousineau
Human Resources ManagerManagement Analyst, HR

FOLSOM POLICE OFFICERS ASSOCIATION

Jacob VerhalenJohn Triplett
President, FPOA

Jerry CamousLarry Menth
Labor Relations Consultant

Patrick ThiebaultMichael Grueneberg
Board Member, FPOA

Ashlee AntonelliDeidre McAuliff
Board Member, FPOA

_____Paul Rice
_____Board Member, FPOA

John TriplettDaren Prociw
Negotiations TeamBoard Member, FPOA

Attachment A. Salary Schedule

Per MOU dated 01/01/2025 - 3.00% COLA eff: 01/01/2025															
CLASSIFICATION	SCH	RNG	1	2	3	4	5	6	7	8	9	10	11	12	13
SAFETY:	Additional 2% market adjustment														
POLICE OFFICER (Probationary/Pre-service)	C	41P	78,587												
POLICE OFFICER (POST Certified/Lateral)	C	44P	89,145	91,820	94,574	97,411	100,334	103,344	106,444	109,637	112,926				
POLICE CORPORAL	C	48P	95,316	98,175	101,120	104,154	107,278	110,497	113,812	117,226	120,743				
POLICE SERGEANT	C	54P	108,262	111,510	114,855	118,301	121,850	125,506	129,271	133,149	137,143				
MISCELLANEOUS:															
COMMUNICATIONS SUPERVISOR	A/B	49D	87,757	90,390	93,101	95,894	98,771	101,734	104,786	107,930	111,172				
CRIME ANALYST	A	45P	82,129	86,287	90,655	95,246	100,067	105,132	107,761						
	B	45P	80,126	82,129	84,182	86,287	88,445	90,655	92,922	95,246	97,626	100,067	102,568	105,132	107,761
DISPATCHER I	A/B	36D	66,788												
DISPATCHER II	A	38D	76,313	78,603	80,961	83,390	85,891	88,468	91,122	93,856	96,671				
COMMUNITY SERVICE OFFICER	A/B	34P	58,390	61,310	62,843	64,414	66,024	67,675	69,367	71,101	72,878	74,700	76,568	78,482	
POLICE RECORDS TECHNICIAN	A	33P	51,383	53,958	56,637	59,482	62,452	65,575	67,215						
	B	33P	51,015	52,290	53,597	54,937	56,311	57,718	59,161	60,640	62,156	63,710	65,303	65,575	67,215
POLICE RECORDS SUPERVISOR	A	51P	63,476	66,640	69,965	73,474	77,146	81,003	83,029						
	B	51P	63,022	64,597	66,212	67,868	69,564	71,303	73,086	74,913	76,786	78,706	80,673	81,004	83,029
VOLUNTEER COORDINATOR	A	51P	63,476	66,640	69,965	73,474	77,146	81,003	83,029						
	B	51P	63,022	64,597	66,212	67,868	69,564	71,303	73,086	74,913	76,786	78,706	80,673	81,004	83,029
ANIMAL CONTROL OFFICER		47P	59,521	62,534	64,098	65,700	67,343	69,026	70,752	72,521	74,334	76,192	78,097	80,333	82,341
Note: Those on Schedule "A" were hired prior to 02/06/2014. All others are Schedule "B."															

FPOA Memorandum of Understanding
1/1/225 to 12/31/24 25

FPOA Memorandum of Understanding
1/1/2~~25~~ to 12/31/~~24~~ 25

Salary Schedule 2022 (effective January 1, 2022) - 3.50% (LE) & 3% (Misc.) COLA and Market Adjustments															
CLASSIFICATION	SCH	RNG	1	2	3	4	5	6	7	8	9	10	11	12	13
SAFETY:															
POLICE OFFICER (Probationary/Pre-service)	A/B	41P	70,508												
POLICE OFFICER (POST Certified/Lateral)	A/B	44P	79,981	82,380	84,852	87,397	90,019	92,720	95,501	98,366	101,317				
CORPORAL	A	48P	81,082	85,187	89,499	94,030	98,790	103,791	105,688	108,330					
	B	48P	85,517	88,082	90,725	93,447	96,250	99,137	102,112	105,175	108,330				
SERGEANT	A	54P	96,332	101,149	106,218	111,539	117,116	120,044	123,045						
	B		97,133	100,047	103,048	106,139	109,324	112,603	115,981	119,461	123,045				
MISCELLANEOUS:															
COMMUNICATIONS SUPERVISOR	A/B	49D	80,310	82,719	85,201	87,757	90,390	93,101	95,894	98,771	101,738				
CRIME ANALYST	A	45P	75,160	78,965	82,962	87,163	91,576	96,211	98,616						
	B	45P	73,327	75,160	77,039	78,965	80,940	82,962	85,037	87,163	89,341	91,576	93,864	96,211	98,616
DISPATCHER I	A/B		61,121												
DISPATCHER II	A	38D	69,837	71,933	74,091	76,313	78,603	80,961	83,390	85,891	88,468				
POLICE COMM SRVCS OFFICER	A	34P	53,435	56,107	57,510	58,948	60,421	61,932	63,480	65,067	66,694	68,361	70,070	71,822	
POLICE RECORDS CLERK	A	33P	47,022	49,379	51,831	54,435	57,153	60,011	61,511						
	B	33P	46,686	47,853	49,049	50,275	51,532	52,820	54,141	55,495	56,882	58,304	59,762	60,011	61,511
POLICE RECORDS SUPERVISOR	A	51P	58,090	60,985	64,028	67,240	70,599	74,129	75,983						
	B	51P	57,674	59,116	60,594	62,108	63,661	65,253	66,884	68,556	70,270	72,027	73,827	74,130	75,983
POLICE VOLUNTEER COORD	A	51P	58,090	60,985	64,028	67,240	70,599	74,129	75,983						
	B	51P	57,674	59,116	60,594	62,108	63,661	65,253	66,884	68,556	70,270	72,027	73,827	74,130	75,983
PROPERTY/EVIDENCE TECH	A	33P	47,022	49,379	51,831	54,435	57,153	60,011	61,511						
	B	33P	46,686	47,853	49,049	50,275	51,532	52,820	54,141	55,495	56,882	58,304	59,762	60,011	61,511
SR POLICE RECORDS CLERK	A	40P	52,759	55,397	58,167	61,076	64,129	67,336	69,019						
	B	40P	49,887	51,134	52,412	53,723	55,066	56,443	57,854	59,300	60,782	62,302	63,860	64,706	66,323

Note: Those on Schedule "A" were hired prior to 02/06/014. All others are Schedule "B."

FPOA Memorandum of Understanding
1/1/225 to 12/31/24 25

Salary Schedule 2023 (effective January 1, 2023) - 3.00% COLA															
CLASSIFICATION	SCH	RNG	1	2	3	4	5	6	7	8	9	10	11	12	13
SAFETY:															
POLICE OFFICER (Probationary/Pre-service)	A/B	41P	72,624												
POLICE OFFICER (POST Certified/Lateral)	A/B	44P	82,380	84,852	87,397	90,019	92,720	95,501	98,366	101,317	104,357				
CORPORAL	A	48P	83,515	87,743	92,184	96,851	101,754	106,904	108,858	111,580					
	B		88,082	90,725	93,447	96,250	99,137	102,112	105,175	108,330	111,580				
SERGEANT	A	54P	99,222	104,184	109,405	114,885	120,629	123,646	126,736						
	B	54P	100,047	103,048	106,139	109,324	112,603	115,981	119,461	123,045	126,736				
MISCELLANEOUS:															
COMMUNICATIONS SUPERVISOR	A/B	49D	82,719	85,201	87,757	90,390	93,101	95,894	98,771	101,734	104,790	-			
CRIME ANALYST	A	45P	77,414	81,334	85,451	89,778	94,323	99,097	101,575						
	B	45P	75,527	77,414	79,350	81,334	83,368	85,451	87,588	89,778	92,022	94,323	96,680	99,097	101,575
DISPATCHER I	A/B		62,954												
DISPATCHER II	A	38D	71,933	74,091	76,313	78,603	80,961	83,390	85,891	88,468	91,122				
POLICE COMM SRVCS OFFICER	A/B	34P	55,039	57,790	59,235	60,716	62,234	63,790	65,385	67,019	68,695	70,412	72,172	73,977	
POLICE RECORDS CLERK	A	33P	48,433	50,860	53,386	56,068	58,867	61,811	63,356						
	B	33P	48,086	49,288	50,521	51,784	53,078	54,405	55,765	57,159	58,588	60,053	61,554	61,811	63,356
POLICE RECORDS SUPERVISOR	A	51P	59,832	62,814	65,948	69,257	72,717	76,353	78,262						
	B	51P	59,404	60,889	62,411	63,972	65,571	67,210	68,890	70,613	72,378	74,188	76,042	76,354	78,263
POLICE VOLUNTEER COORD	A	51P	59,832	62,814	65,948	69,257	72,717	76,353	78,262						
	B	51P	59,404	60,889	62,411	63,972	65,571	67,210	68,890	70,613	72,378	74,188	76,042	76,354	78,262
PROPERTY/EVIDENCE TECH	A	33P	48,433	50,860	53,386	56,068	58,867	61,811	63,356						
	B	33P	48,086	49,288	50,521	51,784	53,078	54,405	55,765	57,159	58,588	60,053	61,554	61,811	63,356
SR POLICE RECORDS CLERK	A	40P	54,342	57,059	59,912	62,908	66,053	69,356	71,090						
	B	40P	51,384	52,668	53,985	55,334	56,718	58,136	59,589	61,079	62,606	64,171	65,775	66,647	68,313
Note: Those on Schedule "A" were hired prior to 02/06/014. All others are Schedule "B."															

FPOA Memorandum of Understanding
1/1/225 to 12/31/24 25

Salary Schedule 2024 (effective January 1, 2024) - 3.00% COLA															
CLASSIFICATION	SCH	RNG	1	2	3	4	5	6	7	8	9	10	11	12	13
SAFETY:															
POLICE OFFICER (Probationary/Pre-service)	A/B	41P	74,802												
POLICE OFFICER (POST Certified/Lateral)	A/B	44P	84,852	87,397	90,019	92,720	95,501	98,366	101,317	104,357	107,488				
CORPORAL	A	48P	86,020	90,375	94,949	99,756	104,806	110,111	112,124	114,928					
	B		90,725	93,447	96,250	99,137	102,112	105,175	108,330	111,580	114,928				
SERGEANT	A	54P	102,198	107,309	112,687	118,332	124,248	127,355	130,538						
	B	54P	103,048	106,139	109,324	112,603	115,981	119,461	123,045	126,736	130,538				
MISCELLANEOUS:															
COMMUNICATIONS SUPERVISOR	A/B	49D	85,201	87,757	90,390	93,101	95,894	98,771	101,734	104,786	107,934				
CRIME ANALYST	A	45P	79,737	83,774	88,015	92,471	97,152	102,070	104,622						
	B	45P	77,792	79,737	81,731	83,774	85,869	88,015	90,216	92,471	94,782	97,152	99,580	102,070	104,622
DISPATCHER I	A/B		64,843												
DISPATCHER II	A	38D	74,091	76,313	78,603	80,961	83,390	85,891	88,468	91,122	93,856				
POLICE COMM SRVCS OFFICER	A/B	34P	56,690	59,524	61,012	62,538	64,101	65,704	67,346	69,030	70,756	72,524	74,338	76,196	
POLICE RECORDS CLERK	A	33P	49,886	52,386	54,987	57,750	60,633	63,665	65,257						
	B	33P	49,529	50,767	52,036	53,337	54,671	56,037	57,438	58,874	60,346	61,855	63,401	63,665	65,257
POLICE RECORDS SUPERVISOR	A	51P	61,627	64,699	67,927	71,334	74,899	78,644	80,610						
	B	51P	61,186	62,716	64,284	65,891	67,538	69,227	70,957	72,731	74,549	76,413	78,323	78,644	80,610
POLICE VOLUNTEER COORD	A	51P	61,627	64,699	67,927	71,334	74,899	78,644	80,610						
	B	51P	61,186	62,716	64,284	65,891	67,538	69,227	70,957	72,731	74,549	76,413	78,323	78,644	80,610
PROPERTY/EVIDENCE TECH	A	33P	49,886	52,386	54,987	57,750	60,633	63,665	65,257						
	B	33P	49,529	50,767	52,036	53,337	54,671	56,037	57,438	58,874	60,346	61,855	63,401	63,665	65,257
SR POLICE RECORDS CLERK	A	40P	55,972	58,771	61,710	64,795	68,035	71,437	73,223						
	B	40P	52,925	54,248	55,604	56,994	58,419	59,880	61,377	62,911	64,484	66,096	67,749	68,646	70,362
Note: Those on Schedule "A" were hired prior to 02/06/014. All others are Schedule "B."															

Attachment B. Salary Step Placement

Step Placement as of January 1, 2022 (Law Enforcement & Misc)														
CLASSIFICATION	SCH	RNG	1	2	3	4	5	6	7	8	9	10	11	12	13
SAFETY:			Current												
POLICE OFFICER (Probationary/Pre-service)	A/B	41P	68,124.06												
		41P	70,508.40												
			Current												
POLICE OFFICER (POST Certified/Lateral)	A/B	44P	74,303.44	76,160.61	78,064.94	80,016.43	82,017.18	84,067.19	86,168.55	88,323.37	90,531.64	92,794.41	95,503.65	97,891.13	
POLICE OFFICER (POST Certified/Lateral)	New Steps		77,276.16	79,594.45	81,982.28	84,441.75	86,975.00	89,584.25	92,271.78	95,039.94	97,891.13				
Eff: 01/01/2022			79,980.83	82,380.26	84,851.66	87,397.21	90,019.13	92,719.70	95,501.29	98,366.33	101,317.32				
				3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%				
			Current												
CORPORAL	A	48P	78,340.58	82,306.44	86,472.43	90,850.25	95,449.15	100,280.72	102,113.78	104,666.86					
	B		86,472.49	88,634.65	90,904.75	93,176.95	95,449.15	97,835.59	100,280.72	102,113.78	104,666.86				
Eff: 01/01/2022	A		81,082.50	85,187.17	89,498.96	94,030.01	98,789.87	103,790.54	105,687.76	108,330.20					
range for new appointments	B		85,516.86	88,082.36	90,724.84	93,446.58	96,249.98	99,137.48	102,111.60	105,174.95	108,330.20				
				3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%				
			Current												
SERGEANT	A	54P	93,074.24	97,728.68	102,626.28	107,767.03	113,155.12	115,984.88	118,883.83						
	B		95,401.99	100,171.72	102,626.28	105,191.94	107,767.03	110,461.60	113,155.12	115,984.88	118,883.83				
Eff: 01/01/2022	A		96,331.84	101,149.19	106,218.20	111,538.87	117,115.54	120,044.36	123,044.76						
range for new appointments	B		97,132.67	100,046.65	103,048.05	106,139.49	109,323.68	112,603.39	115,981.49	119,460.93	123,044.76				
				3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%				
MISCELLANEOUS:															
			Current												
COMMUNICATIONS SUPERVISOR	A/B	49D	74,608.93	78,339.37	80,297.85	82,305.30	84,362.94	86,472.01	88,633.81	90,894.35	93,166.72	95,495.89			
	New Step		75,385.34	77,646.90	79,976.31	82,375.59	84,846.86	87,392.27	90,014.04	92,714.46	95,495.89				
	Market Adj		77,594.13	79,921.95	82,319.61	84,789.20	87,332.88	89,952.86	92,651.45	95,430.99	98,297.74				
Eff: 01/01/2022			80,309.92	82,719.22	85,200.80	87,756.82	90,389.53	93,101.21	95,894.25	98,771.08	101,738.16				
				3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%				

FPOA Memorandum of Understanding
1/1/225 to 12/31/~~24~~ 25

Step Placement as of January 1, 2022 (Law Enforcement & Misc)															
CLASSIFICATION	SCH	RNG	1	2	3	4	5	6	7	8	9	10	11	12	13
			Current												
CRIME ANALYST	A	45P	72,970.43	76,664.87	80,545.86	84,624.41	88,908.29	93,408.51	95,744.16						
	B	45P	71,191.09	72,970.43	74,795.02	76,664.87	78,582.18	80,545.86	82,560.30	84,624.41	86,739.31	88,908.29	91,130.25	93,408.51	95,744.16
Eff: 01/01/2022	A	45P	75,159.54	78,964.82	82,962.23	87,163.15	91,575.54	96,210.76	98,616.48						
	B	45P	73,326.82	75,159.54	77,038.87	78,964.82	80,939.64	82,962.23	85,037.10	87,163.15	89,341.49	91,575.54	93,864.16	96,210.76	98,616.48
			Current												
DISPATCHER I	A/B		59,053.75												
Eff: 01/01/2022	A/B		61,120.63												
			Current												
DISPATCHER II	A	38D	62,006.32	65,145.50	68,443.35	71,908.32	75,548.77	77,437.40	79,373.31	81,357.65	83,391.62	85,476.31			
	B	38D	65,145.50	66,773.99	68,443.35	70,154.51	71,908.36	73,706.05	75,548.77	77,437.38	79,373.31	81,357.73	83,391.62	85,476.31	
New Step		38D	67,475.79	69,500.06	71,585.06	73,732.62	75,944.59	78,222.93	80,569.62	82,986.71	85,476.31				
Eff: 01/01/2022			69,837.44	71,932.56	74,090.54	76,313.26	78,602.65	80,960.73	83,389.56	85,891.24	88,467.98				
				3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%				
			Current												
POLICE COMM SRVCS OFFICER	A	34P	51,879.09	54,473.05	55,834.88	57,230.74	58,661.51	60,128.05	61,631.25	63,172.04	64,751.33	66,370.12	68,029.37	69,730.10	
Eff: 01/01/2022	A	34P	53,435.47	56,107.24	57,509.93	58,947.66	60,421.36	61,931.89	63,480.19	65,067.20	66,693.87	68,361.22	70,070.25	71,822.01	
			Current												
POLICE RECORDS CLERK	A	33P	45,652.70	47,940.86	50,321.34	52,849.36	55,488.23	58,262.65	59,719.22						
	B	33P	45,325.85	46,459.01	47,620.48	48,810.99	50,031.25	51,282.03	52,564.09	53,878.19	55,225.14	56,605.78	58,020.92	58,262.65	59,719.22
Eff: 01/01/2022	A	33P	47,022.28	49,379.09	51,830.98	54,434.84	57,152.88	60,010.53	61,510.80						
	B	33P	46,685.63	47,852.78	49,049.09	50,275.31	51,532.19	52,820.49	54,141.01	55,494.53	56,881.89	58,303.96	59,761.55	60,010.53	61,510.80
			Current												
POLICE RECORDS SUPERVISOR	A	51P	56,397.78	59,208.46	62,162.70	65,281.11	68,543.15	71,970.31	73,769.57						
	B	51P	55,994.01	57,393.86	58,828.71	60,299.42	61,806.91	63,352.09	64,935.88	66,559.28	68,223.27	69,928.85	71,677.07	71,970.71	73,769.99
Eff: 01/01/2022	A	51P	58,089.72	60,984.71	64,027.59	67,239.54	70,599.45	74,129.41	75,982.65						
	B	51P	57,673.83	59,115.68	60,593.57	62,108.40	63,661.11	65,252.65	66,883.95	68,556.06	70,269.97	72,026.71	73,827.38	74,129.84	75,983.09
			Current												
POLICE VOLUNTEER COORD	A	51P	56,397.78	59,208.46	62,162.70	65,281.11	68,543.15	71,970.31	73,769.57						
	B	51P	55,994.01	57,393.86	58,828.71	60,299.42	61,806.91	63,352.09	64,935.88	66,559.28	68,223.27	69,928.85	71,677.07	71,970.71	73,769.99
Eff: 01/01/2022	A	51P	58,089.72	60,984.71	64,027.59	67,239.54	70,599.45	74,129.41	75,982.65						
	B	51P	57,673.83	59,115.68	60,593.57	62,108.40	63,661.11	65,252.65	66,883.95	68,556.06	70,269.97	72,026.71	73,827.38	74,129.84	75,983.00

FPOA Memorandum of Understanding
1/1/225 to 12/31/24 25

Step Placement as of January 1, 2022 (Law Enforcement & Misc)															
CLASSIFICATION	SCH	RNG	1	2	3	4	5	6	7	8	9	10	11	12	13
			Current												
PROPERTY/EVIDENCE TECH	A	33P	45,652.70	47,940.86	50,321.34	52,849.36	55,488.23	58,262.65	59,719.22						
	B	33P	45,325.85	46,459.00	47,620.48	48,810.99	50,031.25	51,282.03	52,564.09	53,878.19	55,225.14	56,605.78	58,020.92	58,262.65	59,719.22
Eff: 01/01/2022	A	33P	47,022.28	49,379.09	51,830.98	54,434.84	57,152.88	60,010.53	61,510.80						
	B	33P	46,685.63	47,852.77	49,049.09	50,275.31	51,532.19	52,820.49	54,141.01	55,494.53	56,881.89	58,303.96	59,761.55	60,010.53	61,510.80
			Current												
SR POLICE RECORDS CLERK	A	40P	51,222.34	53,783.50	56,473.06	59,296.74	62,261.56	65,374.63	67,008.99						
	B	40P	48,433.93	49,644.77	50,885.89	52,158.04	53,461.99	54,798.55	56,168.49	57,572.71	59,012.04	60,487.33	61,999.52	62,820.90	64,391.43
Eff: 01/01/2022	A	40P	52,759.01	55,397.00	58,167.25	61,075.64	64,129.40	67,335.87	69,019.26						
	B	40P	49,886.95	51,134.11	52,412.46	53,722.78	55,065.85	56,442.50	57,853.54	59,299.90	60,782.40	62,301.95	63,859.51	64,705.52	66,323.17
*Note: Those on Schedule "A" were hired prior to 02/04/014. All others are Schedule "B."															

Folsom City Council
Staff Report

MEETING DATE:	4/8/2025
AGENDA SECTION:	Old Business
SUBJECT:	Resolution No. 11341– A Resolution of the City Council Declaring Results of the Natoma Station Maintenance Assessment District No. 2025-1 Ballot Proceeding, And Abandoning District Formation Proceedings
FROM:	Parks and Recreation Department

RECOMMENDATION / CITY COUNCIL ACTION

A public hearing was held on March 25, 2025, and all ballots submitted before the close of the public hearing were tabulated.

The results of the ballot tabulation indicate that the assessment ballots submitted in opposition to the proposed assessment exceed the assessment ballots submitted in favor of the proposed assessment, and therefore a majority protest exists in the ballot proceeding.

Staff recommends the City Council adopt Resolution No. 11341– A Resolution of the City Council Declaring Results of the Natoma Station Maintenance Assessment District No. 2025-1 Ballot Proceeding, And Abandoning District Formation Proceedings.

BACKGROUND / ISSUE

On January 14, 2025, the City Council approved Resolution No. 11321 - A Resolution Initiating Proceedings for the Formation of a Landscaping and Lighting Assessment District to be known as the Natoma Station Maintenance Assessment District No. 2025-1.

On January 28, 2025, the City Council approved Resolution No. 11323 - A Resolution Approving the Preliminary Engineers Report, Declaring the Intention to Order the Formation of the Natoma Station Maintenance Assessment District No. 2025-1, to Levy and Collect Assessments, to Provide Notice of Public Hearing and Direct the Mailing of Assessment Ballots Within the Proposed District in the City of Folsom.

Pursuant to Government Code Section 53753, ballots were mailed to all current property owners within the proposed district. Along with the ballot, the property owners received a postcard describing the purpose of the new district. For Fiscal Year 2025-26 the proposed Natoma Station Maintenance Assessment District No. 2025-1 annual assessment will be $78.32 per Special Benefit Point as described in the Final Engineers Report as well as an escalator not to exceed 3% that would allow yearly adjustments if needed in the future. There are a total of 5,535.36 benefit points in the district. The assessment range is based on the benefit received by each parcel and the range of rates for a single-family home is between $185.47 and $360.15 with an average single-family home rate of $258.45 annually.

Under the provisions of Proposition 218, a public hearing must be held on the levy of new assessments at least 45 days after notice of the proposed assessment was mailed to record owners of each parcel in the new district. The public hearing was set in Resolution No. 11323 on January 28, 2025, and the notice of public hearing was mailed to record owners on February 6, 2025, and published in the Folsom Telegraph on March 14, 2025. The public hearing was set for March 25, 2025, at 6:30 p.m. in the City Council Chambers, 50 Natoma Street, Folsom, California 95630.

The public hearing was held on March 25, 2025, and all ballots submitted before the close of the public hearing were tabulated. The results of the ballot tabulation indicate that the assessment ballots submitted in opposition to the proposed assessment exceed the assessment ballots submitted in favor of the proposed assessment, and therefore a majority protest exists in the ballot proceeding.

POLICY / RULE

The Natoma Station Maintenance Assessment District No. 2025-1 shall not be imposed due to existence of a majority protest under Government Code Section 53753(e).

The Natoma Station Maintenance Assessment District No. 2025-1 shall be abandoned pursuant to Streets and Highways Code Section 22593.

ANALYSIS

The original Natoma Station Landscaping and Lighting District ("District") was formed by Resolution No. 3024 on June 18, 1990, to maintain improvements within the district. These improvements include landscaping and associated improvements along Iron Point, Blue Ravine, Turnpike, Black Diamond, and Natoma Station, as well as the subdivision's streetlights, landscape lighting, irrigation systems, open space, monument entry signage, soundwalls, mini parks, and art. This district was formed prior to Proposition 218 and therefore does not have an escalator built into the annual rate.

Historically Expenses Have Exceeded Revenues

The existing revenue from the collected assessments has been unable to fund the expected day-to-day unscheduled costs such as irrigation repairs and plant/tree replacements, as well as not being able to set aside funds for life-cycle costs in the district. As a result, when the current fiscal year

closes on June 30, 2025 the District is projected to have a negative fund balance of $620,194. Expenses have exceeded revenues for several years which highlighted the need for the additional assessment.

Without a new assessment, the level of service must be substantially reduced to complete necessary work at the current assessment rate.

Revenues vs. Expenditures:

	Actual	Actual	Actual	Estimate	Projected
	2020-21	2021-22	2022-23	2023-24	2024-25
Revenues	173,249	174,372	174,084	176,817	174,000
Expenditures	274,656	246,858	338,710	222,312	248,032
	(101,407)	(72,486)	(164,626)	(45,495)	(74,032)

As a majority protests exists, the City Council shall adopt Resolution No. 11341– A Resolution of the City Council Declaring Results of the Natoma Station Maintenance Assessment District No. 2025-1 Ballot Proceeding, And Abandoning District Formation Proceedings. The Natoma Station Maintenance Assessment District No. 2025-1 shall not be imposed due to existence of a majority protest under Government Code Section 53753(e). This will abandon the formation proceedings for the Natoma Station Maintenance Assessment District No. 2025-1 pursuant to Streets and Highways Code Section 22593.

FINANCIAL IMPACT

The District will not be formed, therefore there will be no fiscal impact on the City of Folsom General Fund.

ENVIRONMENTAL REVIEW

The formation of a landscaping and lighting district creates a financing mechanism to service existing landscaping and lighting improvements is not a project under the California Environmental Quality Act. No environmental review is required.

ATTACHMENT

1. Resolution No. 11341– A Resolution of the City Council Declaring Results of the Natoma Station Maintenance Assessment District No. 2025-1 Ballot Proceeding, And Abandoning District Formation Proceedings

Submitted,
Kelly Gonzalez, Parks and Recreation Director

RESOLUTION NO. 11341

A RESOLUTION OF THE CITY COUNCIL DECLARING RESULTS OF THE NATOMA STATION MAINTENANCE ASSESSMENT DISTRICT NO. 2025-1 BALLOT PROCEEDING AND ABANDONING DISTRICT FORMATION PROCEEDINGS

WHEREAS, City Council, on January 14, 2025, initiated the proceeding to form the proposed "Natoma Station Maintenance Assessment District No. 2025-1" (the "District") by adopting Resolution No. 11321, to which resolution reference is made for further particulars; and

WHEREAS, City Council, on January 28, 2025, declared its intention to order the formation of the District by adopting Resolution No. 11323, to which resolution reference is made for further particulars; and

WHEREAS, notices of such hearing accompanied by assessment ballot materials were mailed to each record property owner in the time, form and manner required by the Assessment Law, a full hearing has been given, and at this time all assessment ballots submitted pursuant to the Assessment Law have been tabulated by the City Clerk pursuant to the terms and provisions of the Landscaping and Lighting Act of 1972 (Streets & Highways Code Section 22500 and following) (the "1972 Act"), Article XIIID of the Constitution of the State of California ("Article XIIID") and the Proposition 218 Omnibus Implementation Act (Government Code Section 53750 and following) ("Proposition 218" and, together with the 1972 Act and Article XIIID, the "Assessment Law"); and

WHEREAS, assessment ballots were tabulated following close of the public hearing on March 25, 2025; and

WHEREAS, the City Clerk has prepared and submitted to this legislative body a Certificate of Tabulation Official and Statement of Assessment Ballots Submitted (the "Certificate of the Tabulation Official"), a copy of which is attached as Exhibit A hereto and incorporated herein by this reference, which reflects the results of the tabulation of the assessment ballots; and

WHEREAS, the results of the ballot tabulation indicate that the assessment ballots submitted in opposition to the proposed assessment exceed the assessment ballots submitted in favor of the proposed assessment, and therefore a majority protest exists in the ballot proceeding.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FOLSOM that the Natoma Station Maintenance Assessment District No. 2025-1 shall not be imposed due to existence of a majority protest under Government Code Section 53753(e).

BE IT FURTHER RESOLVED that the formation proceeding for the Natoma Station Maintenance Assessment District No. 2025-1 is hereby abandoned pursuant to Streets and Highways Code Section 22593.

PASSED AND ADOPTED this 8th day of April 2025, by the following roll-call vote:

AYES: Councilmember(s):
NOES: Councilmember(s):
ABSENT: Councilmember(s):
ABSTAIN: Councilmember(s):

Sarah Aquino, MAYOR

ATTEST:

Christa Freemantle, CITY CLERK

City of Folsom

Natoma Station Maintenance Assessment District No. 2025-1

CERTIFICATION OF TABULATION RESULTS

Total Assessment Ballots Distributed: 1,375

Total Assessment Ballots Counted by Hand: 536

Hand Counted by:	Second Count by:	If needed, third Count by:
Jennifer Jimenez	Christina Kelley	
Printed Name	Printed Name	Printed Name
Signature	Signature	Signature

Total Assessment Ballots Invalidated: 6

Total Assessment Ballot Duplicates not Counted: 1

Total Valid Ballots Counted: 529

Verified in system by:	2nd verification by:	If needed, third Verification by:
Sara Mares	Jennifer Jimenez	
Printed Name	Printed Name	Printed Name
Signature	Signature	Signature

Assessment Ballots In Favor: 262

Weighted Value of assessment ballots received In Favor of the $ 70,445.80 — 49.65 %

Assessment Ballots In Opposition: 267

Weighted Value of assessment ballots received In Opposition of the $ 71,443.89 — 50.35 %

Physical Ballots Released to:	2nd verification by:	If needed, third verification by:
Printed Name	Printed Name	Printed Name
Signature	Signature	Signature

PASS/FAIL: FAIL

Folsom City Council
Staff Report

MEETING DATE:	4/8/2025
AGENDA SECTION:	Consent Calendar
SUBJECT:	Sacramento-Placerville Transportation Corridor Joint Powers Authority (SPTC-JPA) Updated Joint Powers Agreement i. Resolution No. 11352 - A Resolution Authorizing the City Manager to Execute the Amended and Restated Joint Powers Agreement for the Sacramento-Placerville Transportation Corridor Joint Powers Authority ii. Resolution No. 11353 - A Resolution Authorizing the City Manager to Execute the Amended and Restated Continuing Agreement to Advance Funds for the Sacramento-Placerville Transportation Corridor Joint Powers Authority
FROM:	Public Works Department

RECOMMENDATION / CITY COUNCIL ACTION

The Public Works Department recommends that the City Council pass and adopt the following resolutions:

i. Resolution No. 11352 – A Resolution Authorizing the City Manager to Execute the Amended and Restated Joint Powers Agreement for the Sacramento-Placerville Transportation Corridor Joint Powers Authority

ii. Resolution No. 11353 – A Resolution Authorizing the City Manager to Execute the Amended and Restated Continuing Agreement to Advance Funds for the Sacramento-Placerville Transportation Corridor Joint Powers Authority

BACKGROUND / ISSUE

The Sacramento-Placerville Transportation Corridor Joint Powers Authority (SPTC-JPA) was established by its Member Agencies (County of Sacramento, Regional Transit, County of El Dorado, and City of Folsom) in 1991 to oversee the acquisition and preservation of the Placerville Branch of the Southern Pacific Railroad. In 1996, the SPTC-JPA completed the acquisition of 53 miles of railroad right-of-way extending from Sacramento to Placerville (milepost 94.3 to milepost 147.4). The corridor passes through the cities of Sacramento, Rancho Cordova and Folsom, and the counties of Sacramento and El Dorado. The City of Folsom segment extends from Highway 50 at Folsom Boulevard, through the City of Folsom, to White Rock Road at Old Placerville Road (milepost 108.83 to milepost 118.0).

In 1996, the SPTC-JPA member agencies executed a Reciprocal Use and Funding Agreement (RUFA) which sets forth the rights and responsibilities of each agency with respect to the acquisition, ownership, use, operation, improvement, maintenance, and eventual disposition of the rail corridor. In accordance with the RUFA, the SPTC-JPA holds the title to the rail corridor and each member agency has been granted an easement to use their allocated portion of the corridor. The RUFA also gives the member agencies reciprocal rights to use the rail corridor for its entire length. The RUFA has been amended five times from 1996 to date for various purposes including modifying property rights within the rail corridor between member agencies.

In addition to the original Member Agencies noted above, the SPTC-JPA Board includes an at-large member that has historically been held by the City of Rancho Cordova. The SPTC JPA and the City of Rancho Cordova have agreed to add Rancho Cordova as a member agency. Accordingly, the SPTC-JPA Counsel has amended both the Joint Powers Authority Agreement and Continuing Agreement to Advance Funds to clean up outdated language from over the years and to add Rancho Cordova as a member agency. On February 3, 2025, the SPTC-JPA Board adopted resolutions to amend the JPA Agreement and Continuing Agreement to Advance Funds and send them to the member agencies for approval.

POLICY / RULE

Per the Folsom Municipal Code, the City Council is the sole authority to ratify agreements on behalf of the City of Folsom.

ANALYSIS

i. The Amended and Restated Joint Powers Agreement

Red-lined and clean copies of the Amended and Restated Joint Powers Agreement are included as Attachments 3 and 4. Changes in the agreement are summarized as follows:

- Section 1 (Authority and Purpose): Since the original JPA Agreement was focused on the acquisition of the Placerville Branch railroad right-of-way from Southern Pacific Railroad Company, the statement concerning the JPA's purpose in this section has been modified to read as follows:

"The purpose of this Agreement is to provide for the ownership and coordination of public uses of the Placerville Branch, and to provide for such reciprocal use agreements and multijurisdictional use agreements as may be desired by the member agencies."

- Section 5 (Duties): This section has been modified to reflect the fact that certain duties of the JPA have been satisfied already by entering into the 1996 Reciprocal Use and Funding Agreement (RUFA) and the 2000 Continuing Funding Agreement.

- Section 6. A (Governing Board -- Membership): The JPA used to have a nonvoting director on its Board. That is no longer true, so references to nonvoting directors have been removed throughout the Agreement.

- Section 6.D(5) (Contributions): This Section has been modified to reflect the fact that member agency contributions to the JPA's budget are now governed by the Continuing Agreement to Advance Funds among the JPA and its member agencies.

- Section 8 (Disposition of Property and Funds): This Section has been modified to reflect the fact that the ultimate disposition of the real property comprising the Placerville Branch is now governed by the RUFA.

- Section 9 (Indemnification): This section has been modified to include a reference to the indemnification provisions of the Easement Agreements between the JPA and the member agencies having allocated portions of the railroad right-of-way.

- Section 10 (Withdrawal): This section has been modified to clarify that withdrawal from the JPA does not constitute withdrawal from the RUFA, for those member agencies that are subject thereto. Also, the former Section 10. B (Use of Reports) was intended to cover the scenario of a member agency withdrawing prior to the acquisition of the Placerville Branch and, therefore, is no longer needed.

ii. The Amended and Restated Continuing Agreement to Advance Funds

Red-lined and clean copies of the Amended and Restated Continuing Agreement to Advance Funds are included as Attachments 5 and 6. Changes consist of adding Rancho Cordova as a Member Agency and increasing the maximum contribution limit to $35,000.

If the City or any other member agency chooses to not execute the amended agreements, then the previous agreements would remain in place and the City of Rancho Cordova would not become a member agency and would not begin making financial contributions to the JPA in the upcoming fiscal year 2025/26.

FINANCIAL IMPACT

The Amended and Restated Continuing Agreement to Advance Funds identifies an increased maximum contribution limit by each member agency of up to $35,000 annually, with a 2% escalator each year. The previous agreement had included maximum contribution limits of $30,000 annually, though the City has contributed $27,500 each year since 2014 without an increase. The proposed SPTC-JPA Operating Budget for fiscal year 2025/2026 does include an increase in member agency contributions to $29,200 per agency. The yearly contribution paid by the City of Folsom is included in the annual adopted operating budget for the Public Works Department (Fund 023) and sufficient funds for the FY 2025/26 payment will be included in the proposed FY 2025/26 budget in the Public Works Department.

ENVIRONMENTAL REVIEW

This action to execute the amended agreements with the SPTC-JPA does not call for the implementation of specific projects and only outlines the roles and responsibilities of the various parties and is therefore not subject to CEQA.

ATTACHMENTS

1. Map of the SPTC-JPA Corridor
2. Resolution No. 11352 - A Resolution Authorizing the City Manager to Execute the Amended and Restated Joint Powers Agreement for the Sacramento-Placerville Transportation Corridor Joint Powers Authority
3. Resolution No. 11353 - A Resolution Authorizing the City Manager to Execute the Amended and Restated Continuing Agreement to Advance Funds for the Sacramento-Placerville Transportation Corridor Joint Powers Authority
4. Amended and Restated Joint Powers Agreement for the Sacramento-Placerville Transportation Corridor Joint Powers Authority – Redlined Version
5. Amended and Restated Joint Powers Agreement for the Sacramento-Placerville Transportation Corridor Joint Powers Authority – Clean Copy
6. Amended and Restated Continuing Agreement to Advance Funds for the Sacramento-Placerville Transportation Corridor Joint Powers Authority – Redlined Version
7. Amended and Restated Continuing Agreement to Advance Funds for the Sacramento-Placerville Transportation Corridor Joint Powers Authority – Clean Copy

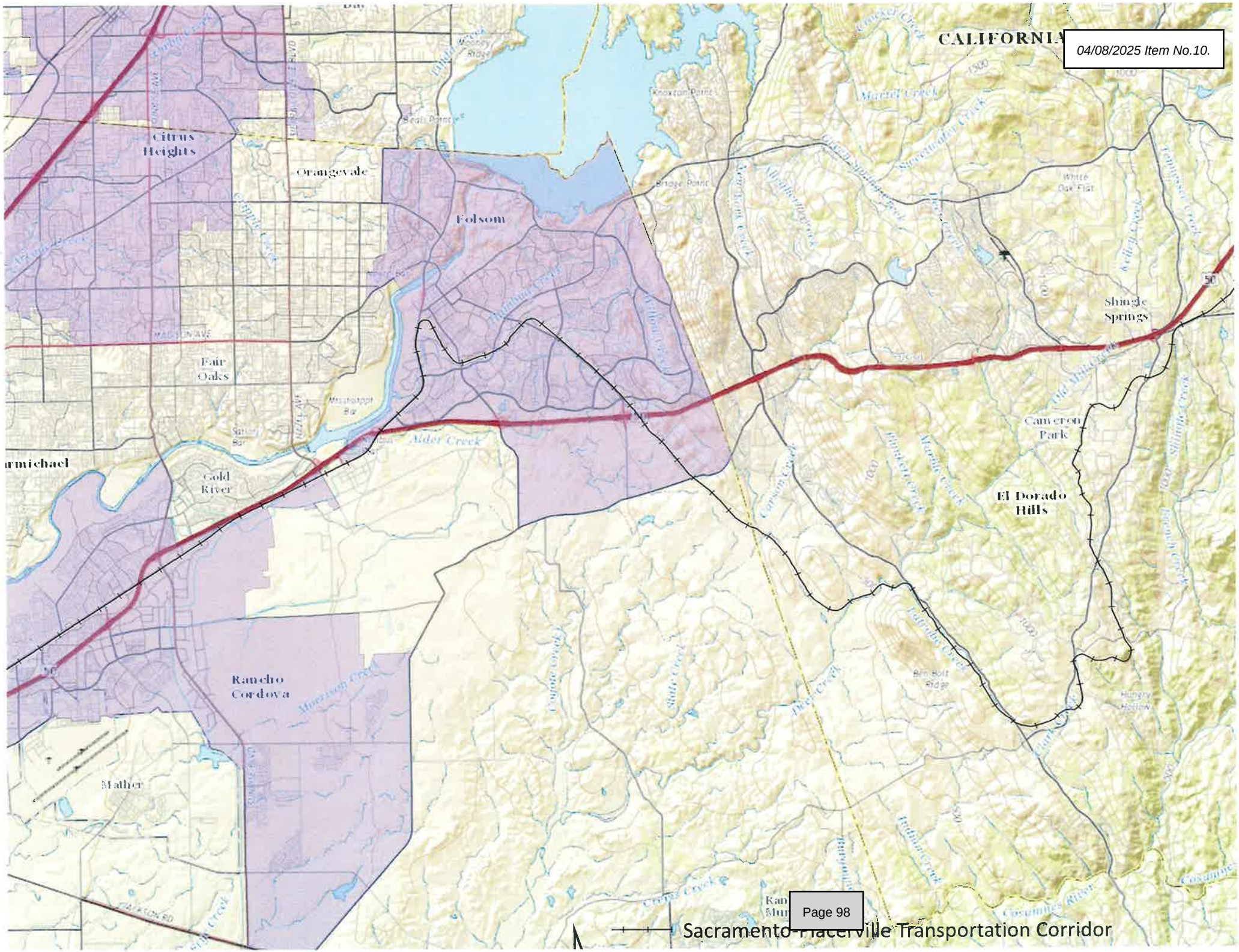
Submitted,

_____

Mark Rackovan, PUPLIC WORKS DIRECTOR

Attachment 1

Map of the SPTC-JPA Corridor



Sacramento-Placerville Transportation Corridor

Attachment 2

Resolution No. 11352 - A Resolution Authorizing the City Manager to Execute the Amended and Restated Joint Powers Agreement for the Sacramento-Placerville Transportation Corridor Joint Powers Authority

RESOLUTION NO. 11352

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE THE AMENDED AND RESTATED JOINT POWERS AGREEMENT FOR THE SACRAMENTO-PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY

WHEREAS, the City of Folsom is a member of the Sacramento-Placerville Transportation Corridor Joint Powers Authority (SPTC-JPA); and

WHEREAS, the SPTC-JPA is responsible for overseeing the use of the former Placerville Branch of the Southern Pacific Railroad, part of which extends through the City of Folsom; and

WHEREAS, the SPTC-JPA seeks to add the City of Rancho Cordova as a Member Agency of the Joint Powers Authority; and

WHEREAS, both SPTC-JPA and City staff have reviewed the Amended and Restated Joint Powers Agreement and found it acceptable; and

WHEREAS, on February 3, 2025, the SPTC-JPA Board voted to approve the Amended and Restated Joint Powers Agreement:

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Folsom approves the Amended and Restated Joint Powers Agreement for the Sacramento-Placerville Transportation Corridor Joint Powers Authority.

PASSED AND ADOPTED on this 8th day of April 2025, by the following roll-call vote:

AYES: Councilmember(s):
NOES: Councilmember(s):
ABSENT: Councilmember(s):
ABSTAIN: Councilmember(s):

Sarah Aquino, MAYOR

ATTEST:

Christa Freemantle, CITY CLERK

Attachment 3

Resolution No. 11353 - A Resolution Authorizing the City Manager to Execute the Amended and Restated Continuing Agreement to Advance Funds for the Sacramento-Placerville Transportation Corridor Joint Powers Authority

RESOLUTION NO. 11353

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE THE AMENDED AND RESTATED CONTINUING AGREEMENT TO ADVANCE FUNDS FOR THE SACRAMENTO-PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY

WHEREAS, the City of Folsom is a member of the Sacramento-Placerville Transportation Corridor Joint Powers Authority (SPTC-JPA); and

WHEREAS, the SPTC-JPA is responsible for overseeing the use of the former Placerville Branch of the Southern Pacific Railroad, part of which extends through the City of Folsom; and

WHEREAS, the SPTC-JPA seeks to add the City of Rancho Cordova as a Member Agency of the Joint Powers Authority; and

WHEREAS, both SPTC-JPA and City staff have reviewed the Amended and Restated Continuing Agreement to Advance Funds and found it acceptable; and

WHEREAS, the maximum contribution limit is identified as $35,000 annually; and

WHEREAS, funding for the annual contribution is included in the FY 2024-25 adopted operating budget for the Public Works Department (Fund 023) and will be included in the FY 2025-26 operating budget; and

WHEREAS, on February 3, 2025, the SPTC-JPA Board voted to approve the Amended and Restated Continuing Agreement to Advance Funds; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Folsom approves the Amended and Restated Continuing Agreement to Advance Funds for the Sacramento-Placerville Transportation Corridor Joint Powers Authority.

PASSED AND ADOPTED on this 8th day of April 2025, by the following roll-call vote:

AYES: Councilmember(s):
NOES: Councilmember(s):
ABSENT: Councilmember(s):
ABSTAIN: Councilmember(s):

Sarah Aquino, MAYOR

ATTEST:

Christa Freemantle, CITY CLERK

Attachment 4

Amended and Restated Joint Powers Agreement for the Sacramento-Placerville Transportation Corridor Joint Powers Authority – **Redlined Version**

MARKED TO SHOW CHANGES FROM ORIGINAL JPA AGREEMENT AND ALL AMENDMENTS THERETO

AMENDED AND RESTATED JOINT POWERS AGREEMENT FOR THE SACRAMENTO-PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY~~FOR THE ACQUISITION AND PRESERVATION OF THE SOUTHERN PACIFIC PLACERVILLE BRANCH RAILROAD RIGHT-OF-WAY~~

This Agreement is entered into as of [_____], 2025, by and between Sacramento Regional Transit District, a public corporation ("District"), County of Sacramento and County of El Dorado, political subdivisions of the State of California ("Counties"), and City of Folsom and City of Rancho Cordova, ~~a~~ municipal ~~corporation~~ corporations organized and existing under the laws of the State of California ("~~City~~Cities").

RECITALS

a~~1~~. Effective October 8, 1991, District, Counties and City of Folsom entered into that certain Joint Powers Agreement for the Acquisition and Preservation of the Southern Pacific Placerville Branch Railroad Right-of-Way (the "Original JPA Agreement") creating the Sacramento-Placerville Transportation Corridor Joint Powers Authority (the "Authority") for the purpose of acquiring Southern Pacific Transportation Company's Placerville Branch railroad right-of-way (the "Placerville Branch") and providing reciprocal use agreements for transportation and transportation preservation uses as desired by the agencies.

b. The Authority acquired the Placerville Branch on September 6, 1996.

c. The parties to the Original JPA Agreement now desire to include the City of Rancho Cordova as a member agency and make certain other changes to the Agreement.

d. District, Counties and Cities ~~City~~ have the common powers to acquire real property and to preserve right of way for transportation and other lawful purposes.

~~2~~e. District, Counties and Cities ~~City~~ have determined that the public interest will be served by the continued joint exercise of these powers through this Agreement and the Authority to preserve the Placerville Branch as a transportation corridor and coordinating other lawful uses thereof by the member agencies~~creation of a joint powers authority to acquire the Southern Pacific Transportation Company's Placerville Branch to preserve this right of way as a transportation corridor and for any other lawful purpose serving the agencies respective jurisdictions and spheres of influence~~.

f. District, Counties and Cities intend that this Agreement shall supersede and replace the Original JPA Agreement and all amendments thereto.

AGREEMENT

~~3~~1. Authority and Purpose

This Agreement is made pursuant to Chapter 5 of Division 7 of Title 1 of the California Government Code (commencing with section 6500) (the "Law") relative to the joint exercise of powers common to District, Counties and ~~City~~Cities. The purpose of this Agreement is to provide for the ~~acquisition of Southern Pacific Transportation Company's~~ ownership and coordination of public uses of the Placerville Branch ~~("Placerville Branch")~~, and to provide for such reciprocal use agreements ~~for transportation and transportation preservation uses~~ and multijurisdictional use agreements as may be desired by the member agencies ~~through the creation of a joint powers authority~~. The Placerville Branch and its approximate location~~, distance and width~~ is depicted on Exhibit A attached to this Agreement and incorporated herein by this reference as if fully set forth herein.

~~4~~2. ~~Creation~~ Continuation of Authority and Jurisdiction

~~There is hereby created~~ The parties hereto hereby amend and restate the Original JPA Agreement that created the Sacramento-Placerville Transportation Corridor ~~("SPTC")~~ Joint Powers Authority ("Authority") a public entity separate from District, Counties, and ~~City~~Cities, whose jurisdiction is as shown and depicted in Exhibit A.

~~5~~3. Term and Termination

This Agreement shall be effective as of the date first stated above. It shall remain in effect until ~~the purposes stated in paragraph 3 are fully accomplished unless sooner~~ terminated in the manner specified in paragraph ~~12~~ 10, or by the unanimous agreement of the respective governing bodies of the agencies in accordance with the Law.

~~6~~4. Powers

The Authority shall have all powers necessary or reasonably convenient to carry out the purposes stated in paragraph ~~3~~1, including but not limited to the following:

A. Administration

1) to secure administrative furnishings;

2) to contract for or employ administrative, technical, and support staff;

3) to lease acquire and dispose of materials, supplies, and insurance of all types to effect or facilitate achievement of the Authority's purpose;

4) to approve the annual budget;

5) all powers incidental to the above.

B. ~~Placerville Branch Acquisition~~Acquisition of Real Property

1) to retain an M.A.I. certified appraiser(s) to prepare an appraisal of ~~the Placerville Branch~~ real property in accordance with the laws of California pertaining to eminent domain;

2) to contract for or employ staff to conduct engineering studies and surveys; to prepare environmental reports pertaining to toxic and hazardous wastes and substances; and to prepare title reports and litigation guarantees;

3) to lease, acquire or dispose of real property by negotiation, dedication, or eminent domain;

4) to lease, acquire or dispose of materials, supplies, and insurance of all types to effect or facilitate the acquisition of ~~the Placerville Branch~~real property;

5) all powers incidental to the foregoing.

C. Financing

1) to accept, hold, invest (pursuant to section 6509.5 of the Law) manage, and expend monies for any legal purpose~~administrative purposes and for acquisition of the Placerville Branch~~;

2) to negotiate and enter into reimbursement agreements when monies ~~to acquire one or more segments of the Placerville Branch~~ are advanced;

3) to order formation of an assessment or special tax district;

4) to authorize the sale of bonds;

5) to make a financial commitment;

6) all powers incidental to the foregoing.

D. Reciprocal Use Agreements

1) to negotiate and enter into reciprocal use agreements between the ~~agencies~~ parties related to one or more segments of the Placerville Branch;

2) all powers incidental to the foregoing.

~~7~~5. Duties

The Authority shall have the duty to do the following within the times specified or, if no time is specified, within a reasonable time:

A. to retain legal counsel for all Authority business, including litigation;

B. to secure liability and errors and omission insurance, if available at a reasonable cost as determined by the Governing Board;

C. ~~to develop a formula for cost allocation among the agencies for acquisition costs and related expenses that may be incurred to purchase the Placerville Branch;~~

~~D.~~ to determine the amount of ~~start-up and~~ ongoing funding required by the Authority~~;~~

~~E. to approve, within three (3) months after retention of legal counsel, a memorandum of understanding between the Authority and each member agency addressing the following matters: 1) pursuant to California Government Code section 895.4, the extent to which and circumstances under which a party to this Agreement is entitled to contribution or indemnification from the other parties to this agreement for any liability arising out of the performance of this Agreement, and 2) the methodology described in subparagraph c. above and the manner in which title to real and personal property will vest in the Authority, including provision for reversion of title to the Placerville Branch or segments of the Branch to a member agency upon termination of this Agreement or withdrawal of the member from the Authority as provided in paragraph 12~~.

~~8~~6. Administration

A. Governing Board -- Membership

(1) ~~Voting Members~~Directors and Alternates. The Authority shall be administered by a board of directors ("Board"), consisting of five directors and five alternates. One director and one alternate shall be current members of the District Board of Directors; one director and one alternate (for each County) shall be current members of the Counties' Boards of Supervisors; and one director and alternate (for each City) shall be current members of the Cities' City Councils.

(2) General. Each director and each alternate shall be appointed by the Board of Directors, Board of Supervisors or City Council of which he or she is a member and shall serve at the pleasure of the appointing agency. Alternates shall serve as directors in the absence of the director representing the same jurisdiction as the alternate. References in this Agreement to actions of directors includes the actions of alternates serving as directors in accordance with the foregoing sentence. ~~The four directors so appointed shall appoint the fifth director and alternate, who shall be~~

~~public members at large serving for a fixed term of such duration as is provided by the Board at the time of appointment.~~ Each of the above directors is authorized to vote on any matter properly before the Board.

~~(2) Non-Voting Member. In addition to the five (5) voting members enumerated in subparagraph (1) above, the District 3 Director of the California Department of Transportation shall serve as an ex-officio and non-voting member of the Board.~~

B. Meetings

1) Regular Meetings. The Board shall by resolution establish the number of regular meetings to be held each year and the date, hour, and location at which such regular meetings shall be held; provided, however, that the resolution shall provide for at least one (1) regular meeting quarterly.

2) Special Meetings. Special meetings of the Board may be called in accordance with the provisions of section 54956 of the California Government Code.

3) Conduct of Meetings. All meetings of the Board shall be held in accordance with Chapter 9 of Part 1 of Division 2 of Title 5 of the California Government Code (commencing with 54950) (California Open Meeting Law).

4) Minutes. The Secretary of the Authority shall cause minutes of all meetings of the Board to be kept and shall as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each ~~member~~ director of the Board and to the District, Counties and the ~~City~~Cities.

5) Quorum. Three (3) ~~voting~~ directors of the Board shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn from time to time. Except as provided in paragraph ~~9~~7, actions of the Board shall require the affirmative vote of:

a) four (4) ~~voting~~ directors, if five (5) ~~voting~~ directors are present; or

b) three (3) ~~voting~~ directors, if fewer than five (5) ~~voting~~ directors are present.

C. Procedures

1) The Board shall elect a Chair from among its membership to preside at meetings and shall select a Secretary who may, but need not, be a ~~member~~ director of the Board.

2) The Board may adopt by resolution rules of procedure not inconsistent with the provisions of this Agreement to govern the conduct of its meetings.

3) ~~Members of the~~ The Board ~~of Directors~~ shall comply with Title 9 of the California Government Code (commencing with 81000) (Political Reform Act of 1974).

D. Fiscal Matters

1) Treasurer and Auditor

a) Except as provided in b) below, the treasurer and auditor of the County of Sacramento are designated the treasurer and auditor of the Authority with the powers, duties, and responsibilities specified in section 6505 and 6505.5 of the Law.

b) In lieu of the designations in a), above, the Board may appoint one or more of its employees to either or both of the positions of treasurer or auditor as provided in section 6505. 6 of the Law. Such appointment shall supersede the designation made in a), above. The person(s) appointed by the Board under this paragraph shall have the powers, duties and responsibilities specified in sections 6505 and 6505.5 of the Law.

2) Custodian of Property. The treasurer and auditor of the Authority shall be the public officers who have charge of, handle, and have access to the Authority's property and shall file with the Authority an official bond in the amount fixed by the District, Counties and ~~City~~Cities.

3) Accounts and Reports. The Board shall establish and maintain such funds and accounts as may be required by good accounting practice. The books and records of the Authority shall be open to inspection at all reasonable times to the District, Counties and ~~City~~Cities and their respective representatives. The Authority, within 120 days after the close of each fiscal year, shall give a complete written report of all financial activities for such fiscal year to the District, Counties and ~~city~~Cities. The accounts shall be prepared by an independent certified public accountant employed by the Authority.

4) Budgets. The fiscal year of the Authority shall be July 1 - June 30. The Board shall adopt an operating budget no later than June 30 of each year.

5) Contributions. ~~Within 90 days of the effective date of this Agreement the~~ District, Counties and ~~City~~Cities shall make annual contributions of funds to the Authority in accordance with that certain Continuing Agreement to

Advance Funds among the Authority, District, Counties and Cities, dated as of even date herewith, as the same may be amended from time to time.~~contribute to the Authority start-up funds in the amounts determined by the Board. The Board may request additional amounts to be contributed in the future from the District, Counties and City which amounts shall be allocated proportionately among the District, Counties and City based on the methodology adopted pursuant to 7.C, above.~~

~~9~~7. Voting

Notwithstanding paragraph ~~8~~6.B.5), the following actions require the affirmative unanimous vote of all five directors ~~all voting directors, other than the directors serving as public members at large, must approve the following actions~~, with each director ~~or alternate~~ voting in accordance with the direction given by his or her appointing body:

A. To order formation of an assessment or special tax district;

B. To authorize the sale of bonds; or

C. To make a financial commitment with a term of more than one (1) year~~;~~

~~D. To determine the amount of the initial contributions of start-up funds, and to adopt or to amend the method of allocating contribution obligations under paragraph 8.D.5~~.

~~10~~8. Disposition of Property and Funds

At such time as this Agreement is terminated and upon withdrawal of a party as provided in paragraph ~~12~~10, title to ~~real and~~ personal property to which a member agency has a reversionary interest shall vest in that member agency to the full extent of the Authority's interest in such property. Title to real property shall be quitclaimed to each applicable member agency as provided in that certain Reciprocal Use and Funding Agreement among the Authority and its then-existing member agencies, dated as of August 31, 1996, as the same may be amended from time to time (the "Reciprocal Use and Funding Agreement"). Any property interest remaining in the Authority following discharge of all obligations due by the Authority shall be disposed of and the proceeds or property shall be returned to the source from which funds or property were obtained.

~~11~~9. Indemnification

The Authority shall acquire such insurance protection as is necessary to protect the interests of the Authority, the parties to this Agreement and the public. The Authority created by this Agreement shall assume the defense of and indemnify and save harmless each party to this Agreement and its respective officers, agents and employees, from all claims, losses, damages, costs, injury and liability of every kind, nature and description directly or indirectly arising from

the performance of any of the activities of the Authority, or the activities undertaken pursuant to this Agreement. Notwithstanding the foregoing, in the event of any conflict between the foregoing indemnity provision and the indemnity provisions in the Easement Agreements executed by the Authority pursuant to the Reciprocal Use and Funding Agreement made by and among the Authority, District, Counties and City of Folsom, dated as of August 31, 1996, the indemnity provisions in said Easement Agreements shall control.

~~12~~10. Withdrawal

~~A. Notice: Any~~ Subject to the restrictions of paragraph 3, above, any party may withdraw from this Agreement upon 90 calendar days' prior written notice to the other parties, in which event the Authority shall nevertheless continue to exist, but with membership adjusted to reflect such omission. If ~~three~~ four or more of the parties to this Agreement withdraw, this Agreement shall terminate upon expiration of the 90-day notice given by the ~~third~~ fourth party to withdraw from the Agreement. Withdrawal from this Agreement shall not constitute withdrawal from the Reciprocal Use and Funding Agreement for the parties that are subject thereto.

~~B. Use of Reports: If a party withdraws from this Agreement, it may acquire by negotiation, eminent domain or otherwise any segment or portion of the Placerville Branch in the same manner had it not been a member of the Authority and in so doing, the withdrawing party may use any appraisal, engineering, environmental or other reports that were prepared for the Authority and for which the withdrawing party has contributed its aliquot share of costs as provided in the Memorandum of Understanding prepared pursuant to paragraph 7D.~~

~~13~~11. Exercise of Powers

The powers and duties described in this Agreement shall be exercised and carried out subject only to such restrictions upon the manner of exercising such powers or carrying out such duties as are imposed upon the District in the exercise of similar powers or in carrying out similar duties as provided in section 6509 of the Law.

~~14~~12. Debts and Liabilities

The debts, liabilities and obligations of the Authority shall not constitute a debt, liability or responsibility of the District, Counties or ~~the City~~Cities, either jointly or individually.

~~15~~13. Liberal Construction

The provisions of the Agreement, and in particular the provisions of paragraphs ~~6, 7 and 8~~4, 5 and 6, shall be liberally construed as necessary or reasonably convenient to achieve the purposes of the Authority.

~~16~~14. Severability

Should any part, term, or provisions of this Agreement be decided by the courts to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby.

~~17~~15. Amendments

This Agreement may be amended only by the unanimous agreement of the parties to this Agreement.

~~18~~16. Successor and Assignment

This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties. No party may assign any right or obligation under this Agreement without the consent of the others.

IN WITNESS~~ETH~~ WHEREOF, the parties have entered into this Agreement as of the day and year first above appearing.

[SIGNATURE BLOCKS AND EXHIBITS TBA]

Attachment 5

Amended and Restated Joint Powers Agreement for the Sacramento-Placerville Transportation Corridor Joint Powers Authority – **Clean Copy**

AMENDED AND RESTATED JOINT POWERS AGREEMENT FOR THE SACRAMENTO-PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY

This Agreement is entered into as of [_____], 2025, by and between Sacramento Regional Transit District, a public corporation ("District"), County of Sacramento and County of El Dorado, political subdivisions of the State of California ("Counties"), and City of Folsom and City of Rancho Cordova, municipal corporations organized and existing under the laws of the State of California ("Cities").

RECITALS

a. Effective October 8, 1991, District, Counties and City of Folsom entered into that certain Joint Powers Agreement for the Acquisition and Preservation of the Southern Pacific Placerville Branch Railroad Right-of-Way (the "Original JPA Agreement") creating the Sacramento-Placerville Transportation Corridor Joint Powers Authority (the "Authority") for the purpose of acquiring Southern Pacific Transportation Company's Placerville Branch railroad right-of-way (the "Placerville Branch") and providing reciprocal use agreements for transportation and transportation preservation uses as desired by the agencies.

b. The Authority acquired the Placerville Branch on September 6, 1996.

c. The parties to the Original JPA Agreement now desire to include the City of Rancho Cordova as a member agency and make certain other changes to the Agreement.

d. District, Counties and Cities have the common powers to acquire real property and to preserve right of way for transportation and other lawful purposes.

e. District, Counties and Cities have determined that the public interest will be served by the continued joint exercise of these powers through this Agreement and the Authority to preserve the Placerville Branch as a transportation corridor and coordinating other lawful uses thereof by the member agencies.

f. District, Counties and Cities intend that this Agreement shall supersede and replace the Original JPA Agreement and all amendments thereto.

AGREEMENT

1. Authority and Purpose

This Agreement is made pursuant to Chapter 5 of Division 7 of Title 1 of the California Government Code (commencing with section 6500) (the "Law") relative to the joint exercise of powers common to District, Counties and Cities. The purpose of this Agreement is to provide for the ownership and coordination of public uses of the Placerville Branch, and to provide for such reciprocal use agreements and multijurisdictional use agreements as may be desired by the member agencies. The Placerville Branch and its approximate location is depicted on Exhibit A attached to this Agreement and incorporated herein by this reference as if fully set forth herein.

2. Continuation of Authority and Jurisdiction

The parties hereto hereby amend and restate the Original JPA Agreement that created the Sacramento-Placerville Transportation Corridor Joint Powers Authority ("Authority") a public entity separate from District, Counties, and Cities, whose jurisdiction is as shown and depicted in Exhibit A.

3. Term and Termination

This Agreement shall be effective as of the date first stated above. It shall remain in effect until terminated in the manner specified in paragraph 10, or by the unanimous agreement of the respective governing bodies of the agencies in accordance with the Law.

4. Powers

The Authority shall have all powers necessary or reasonably convenient to carry out the purposes stated in paragraph 1, including but not limited to the following:

A. Administration

1) to secure administrative furnishings;

2) to contract for or employ administrative, technical, and support staff;

3) to lease acquire and dispose of materials, supplies, and insurance of all types to effect or facilitate achievement of the Authority's purpose;

4) to approve the annual budget;

5) all powers incidental to the above.

B. Acquisition of Real Property

1) to retain an M.A.I. certified appraiser(s) to prepare an appraisal of real property in accordance with the laws of California pertaining to eminent domain;

2) to contract for or employ staff to conduct engineering studies and surveys; to prepare environmental reports pertaining to toxic and hazardous wastes and substances; and to prepare title reports and litigation guarantees;

3) to lease, acquire or dispose of real property by negotiation, dedication, or eminent domain;

4) to lease, acquire or dispose of materials, supplies, and insurance of all types to effect or facilitate the acquisition of real property;

5) all powers incidental to the foregoing.

C. Financing

1) to accept, hold, invest (pursuant to section 6509.5 of the Law) manage, and expend monies for any legal purpose;

2) to negotiate and enter into reimbursement agreements when monies are advanced;

3) to order formation of an assessment or special tax district;

4) to authorize the sale of bonds;

5) to make a financial commitment;

6) all powers incidental to the foregoing.

D. Reciprocal Use Agreements

1) to negotiate and enter into reciprocal use agreements between the parties related to one or more segments of the Placerville Branch;

2) all powers incidental to the foregoing.

5. Duties

The Authority shall have the duty to do the following within the times specified or, if no time is specified, within a reasonable time:

A. to retain legal counsel for all Authority business, including litigation;

B. to secure liability and errors and omission insurance, if available at a reasonable cost as determined by the Governing Board;

C. to determine the amount of ongoing funding required by the Authority.

6. Administration

A. Governing Board -- Membership

1) Directors and Alternates. The Authority shall be administered by a board of directors ("Board"), consisting of five directors and five alternates. One director and one alternate shall be current members of the District Board of Directors; one director and one alternate (for each County) shall be current members of the Counties' Boards of Supervisors; and one director and alternate (for each City) shall be current members of the Cities' City Councils.

2) General. Each director and each alternate shall be appointed by the Board of Directors, Board of Supervisors or City Council of which he or she is a member and shall serve at the pleasure of the appointing agency. Alternates shall serve as directors in the absence of the director representing the same jurisdiction as the alternate. References in this Agreement to actions of directors includes the actions of alternates serving as directors in accordance with the foregoing sentence. Each of the above directors is authorized to vote on any matter properly before the Board.

B. Meetings

1) Regular Meetings. The Board shall by resolution establish the number of regular meetings to be held each year and the date, hour, and location at which such regular meetings shall be held; provided, however, that the resolution shall provide for at least one (l) regular meeting quarterly.

2) Special Meetings. Special meetings of the Board may be called in accordance with the provisions of section 54956 of the California Government Code.

3) Conduct of Meetings. All meetings of the Board shall be held in accordance with Chapter 9 of Part 1 of Division 2 of Title 5 of the

California Government Code (commencing with 54950) (California Open Meeting Law).

4) Minutes. The Secretary of the Authority shall cause minutes of all meetings of the Board to be kept and shall as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each director of the Board and to the District, Counties and the Cities.

5) Quorum. Three (3) directors of the Board shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn from time to time. Except as provided in paragraph 7, actions of the Board shall require the affirmative vote of:

a) four (4) directors, if five (5) directors are present; or

b) three (3) directors, if fewer than five (5) directors are present.

C. Procedures

1) The Board shall elect a Chair from among its membership to preside at meetings and shall select a Secretary who may, but need not, be a director of the Board.

2) The Board may adopt by resolution rules of procedure not inconsistent with the provisions of this Agreement to govern the conduct of its meetings.

3) The Board shall comply with Title 9 of the California Government Code (commencing with 81000) (Political Reform Act of 1974).

D. Fiscal Matters

1) Treasurer and Auditor

a) Except as provided in b) below, the treasurer and auditor of the County of Sacramento are designated the treasurer and auditor of the Authority with the powers, duties, and responsibilities specified in section 6505 and 6505.5 of the Law.

b) In lieu of the designations in a), above, the Board may appoint one or more of its employees to either or both of the positions of treasurer or auditor as provided in section 6505. 6 of the Law. Such appointment shall supersede the designation made in a), above. The person(s) appointed by the Board under this paragraph shall have the powers, duties and responsibilities specified in sections 6505 and 6505.5 of the Law.

2) Custodian of Property. The treasurer and auditor of the Authority shall be the public officers who have charge of, handle, and have access to the Authority's property and shall file with the Authority an official bond in the amount fixed by the District, Counties and Cities.

3) Accounts and Reports. The Board shall establish and maintain such funds and accounts as may be required by good accounting practice. The books and records of the Authority shall be open to inspection at all reasonable times to the District, Counties and Cities and their respective representatives. The Authority, within 120 days after the close of each fiscal year, shall give a complete written report of all financial activities for such fiscal year to the District, Counties and Cities. The accounts shall be prepared by an independent certified public accountant employed by the Authority.

4) Budgets. The fiscal year of the Authority shall be July 1 - June 30. The Board shall adopt an operating budget no later than June 30 of each year.

5) Contributions. District, Counties and Cities shall make annual contributions of funds to the Authority in accordance with that certain Continuing Agreement to Advance Funds among the Authority, District, Counties and Cities, dated as of even date herewith, as the same may be amended from time to time.

7. Voting

Notwithstanding paragraph 6.B.5), the following actions require the affirmative unanimous vote of all five directors , with each director voting in accordance with the direction given by his or her appointing body:

A. To order formation of an assessment or special tax district;

B. To authorize the sale of bonds; or

C. To make a financial commitment with a term of more than one (1) year.

8. Disposition of Property and Funds

At such time as this Agreement is terminated and upon withdrawal of a party as provided in paragraph 10, title to personal property to which a member agency has a reversionary interest shall vest in that member agency to the full extent of the Authority's interest in such property. Title to real property shall be quitclaimed to each applicable member agency as provided in that certain Reciprocal Use and Funding Agreement among the Authority and its then-existing member agencies, dated as of August 31, 1996, as the same may be amended from time to time

(the "Reciprocal Use and Funding Agreement"). Any property interest remaining in the Authority following discharge of all obligations due by the Authority shall be disposed of and the proceeds or property shall be returned to the source from which funds or property were obtained.

9. Indemnification

The Authority shall acquire such insurance protection as is necessary to protect the interests of the Authority, the parties to this Agreement and the public. The Authority created by this Agreement shall assume the defense of and indemnify and save harmless each party to this Agreement and its respective officers, agents and employees, from all claims, losses, damages, costs, injury and liability of every kind, nature and description directly or indirectly arising from the performance of any of the activities of the Authority, or the activities undertaken pursuant to this Agreement. Notwithstanding the foregoing, in the event of any conflict between the foregoing indemnity provision and the indemnity provisions in the Easement Agreements executed by the Authority pursuant to the Reciprocal Use and Funding Agreement made by and among the Authority, District, Counties and City of Folsom, dated as of August 31, 1996, the indemnity provisions in said Easement Agreements shall control.

10. Withdrawal

Subject to the restrictions of paragraph 3, above, any party may withdraw from this Agreement upon 90 calendar days' prior written notice to the other parties, in which event the Authority shall nevertheless continue to exist, but with membership adjusted to reflect such omission. If four or more of the parties to this Agreement withdraw, this Agreement shall terminate upon expiration of the 90-day notice given by the fourth party to withdraw from the Agreement. Withdrawal from this Agreement shall not constitute withdrawal from the Reciprocal Use and Funding Agreement for the parties that are subject thereto.

11. Exercise of Powers

The powers and duties described in this Agreement shall be exercised and carried out subject only to such restrictions upon the manner of exercising such powers or carrying out such duties as are imposed upon the District in the exercise of similar powers or in carrying out similar duties as provided in section 6509 of the Law.

12. Debts and Liabilities

The debts, liabilities and obligations of the Authority shall not constitute a debt, liability or responsibility of the District, Counties or Cities, either jointly or individually.

13. Liberal Construction

The provisions of the Agreement, and in particular the provisions of paragraphs 4, 5 and 6, shall be liberally construed as necessary or reasonably convenient to achieve the purposes of the Authority.

14. Severability

Should any part, term, or provisions of this Agreement be decided by the courts to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby.

15. Amendments

This Agreement may be amended only by the unanimous agreement of the parties to this Agreement.

16. Successor and Assignment

This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties. No party may assign any right or obligation under this Agreement without the consent of the others.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the day and year first above appearing.

[SIGNATURE BLOCKS AND EXHIBITS TBA]

Attachment 6

Amended and Restated Continuing Agreement to Advance Funds for the Sacramento-Placerville Transportation Corridor Joint Powers Authority – **Redlined Version**

MARKED TO SHOW CHANGES FROM ORIGINAL CONTINUING FUNDING AGREEMENT

AMENDED AND RESTATED
CONTINUING AGREEMENT TO ADVANCE FUNDS
FOR THE SACRAMENTO-PLACERVILLE TRANSPORTATION CORRIDOR
JOINT POWERS AUTHORITY

THIS CONTINUING AGREEMENT TO ADVANCE FUNDS (the "Agreement") is made effective as of the ~~1st~~ [_____] day of ~~July~~ [_____], ~~2000~~2025, by and among the COUNTY OF EL DORADO, a political subdivision of the State of California ("El Dorado"), the COUNTY OF SACRAMENTO, a political subdivision of the State of California ("Sacramento"), the CITY OF FOLSOM. a municipal corporation organized and existing under the laws of the State of California ("Folsom"), the CITY OF RANCHO CORDOVA, a municipal corporation organized and existing under the laws of the State of California ("Rancho Cordova"), the SACRAMENTO REGIONAL TRANSIT DISTRICT, a public corporation ("RT"), and the SACRAMENTO-PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY, a California joint powers agency ("JPA"). EL DORADO, SACRAMENTO, FOLSOM, RANCHO CORDOVA and RT are hereinafter collectively and individually referred to as the "Member Agencies."

Recitals

A. Effective October 8, 1991, ~~the Member Agencies~~ El Dorado, Sacramento, Folsom and RT created the JPA by entering into that certain Joint Powers Agreement for the Acquisition and Preservation of the Southern Pacific Placerville Branch Right of Way (the "JPA Agreement").

B. Effective July 1, 2000, the JPA, El Dorado, Sacramento, Folsom and RT entered into that certain Continuing Agreement to Advance Funds for the Sacramento-Placerville Transportation Corridor Joint Powers Authority (the "Original Funding Agreement").

B. By entering into this Agreement. the Member Agencies desire to provide for the ongoing funding of the JPA. The Member Agencies intend that this Agreement shall supersede and replace the Original Funding Agreement.

Agreement

1. Annual Funding. On or before the later of: (i) August 31st of each ~~fiscal~~ year, or (ii) thirty (30) days after the JPA board of directors adopts the JPA's budget for ~~each~~ the next fiscal year and invoices in connection therewith are delivered to the Member Agencies, each Member Agency shall pay to the JPA an amount equal to one-~~fourth~~ fifth (1/45th) of the amount budgeted by the JPA, up to the "Maximum Contribution Limit." For fiscal year ~~2000/2001~~2025/2026, the Maximum Contribution Limit shall be $35,000 ~~$30,000~~. Thereafter, the Maximum Contribution Limit shall increase by two percent (2%) per fiscal year.

2. Expenditure of Funds. Each Member Agency agrees that said funds may be expended by the JPA in any legal manner authorized by the JPA's governing board. Each Member Agency further agrees that the funds so advanced shall not be restricted, conditioned or otherwise limited in purpose or use. Each Member Agency warrants and represents that said funds are not so restricted, conditioned or limited.

3. Withdrawal. In the event any Member Agency withdraws from the JPA by giving ninety (90) days' written notice in the manner set forth in the JPA Agreement, that Member Agency's obligations under this Agreement shall cease as of the effective date of such withdrawal.

4. Amendments. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all of the parties.

5. Successors and Assigns. This Agreement shall bind and inure to the benefit of the respective successors and assigns of the parties hereto.

6. Counterparts. This Agreement may be executed in any number of counterparts, and by different parties in separate counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument.

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

[Signature blocks TBA]

Attachment 7

Amended and Restated Continuing Agreement to Advance Funds for the Sacramento-Placerville Transportation Corridor Joint Powers Authority – **Clean Copy**

AMENDED AND RESTATED CONTINUING AGREEMENT TO ADVANCE FUNDS FOR THE SACRAMENTO-PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY

THIS CONTINUING AGREEMENT TO ADVANCE FUNDS (the "Agreement") is made effective as of the [____] day of [_____], 2025, by and among the COUNTY OF EL DORADO, a political subdivision of the State of California ("El Dorado"), the COUNTY OF SACRAMENTO, a political subdivision of the State of California ("Sacramento"), the CITY OF FOLSOM. a municipal corporation organized and existing under the laws of the State of California ("Folsom"), the CITY OF RANCHO CORDOVA, a municipal corporation organized and existing under the laws of the State of California ("Rancho Cordova"), the SACRAMENTO REGIONAL TRANSIT DISTRICT, a public corporation ("RT"), and the SACRAMENTO-PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY, a California joint powers agency ("JPA"). EL DORADO, SACRAMENTO, FOLSOM, RANCHO CORDOVA and RT are hereinafter collectively and individually referred to as the "Member Agencies."

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B. By entering into this Agreement. the Member Agencies desire to provide for the ongoing funding of the JPA. The Member Agencies intend that this Agreement shall supersede and replace the Original Funding Agreement.

Agreement

1. Annual Funding. On or before the later of: (i) August 31st of each year, or (ii) thirty (30) days after the JPA board of directors adopts the JPA's budget for the next fiscal year and invoices in connection therewith are delivered to the Member Agencies, each Member Agency shall pay to the JPA an amount equal to one-fifth (1/5th) of the amount budgeted by the JPA, up to the "Maximum Contribution Limit." For fiscal year 2025/2026, the Maximum Contribution Limit shall be $35,000. Thereafter, the Maximum Contribution Limit shall increase by two percent (2%) per fiscal year.

2. Expenditure of Funds. Each Member Agency agrees that said funds may be expended by the JPA in any legal manner authorized by the JPA's governing board. Each Member Agency

further agrees that the funds so advanced shall not be restricted, conditioned or otherwise limited in purpose or use. Each Member Agency warrants and represents that said funds are not so restricted, conditioned or limited.

3. Withdrawal. In the event any Member Agency withdraws from the JPA by giving ninety (90) days' written notice in the manner set forth in the JPA Agreement, that Member Agency's obligations under this Agreement shall cease as of the effective date of such withdrawal.

4. Amendments. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all of the parties.

5. Successors and Assigns. This Agreement shall bind and inure to the benefit of the respective successors and assigns of the parties hereto.

6. Counterparts. This Agreement may be executed in any number of counterparts, and by different parties in separate counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument.

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

[Signature blocks TBA]

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CITY OF
FOLSOM
DISTINCTIVE BY NATURE

Folsom City Council
Staff Report

MEETING DATE:	4/8/2025
AGENDA SECTION:	New Business
SUBJECT:	Resolution No. 11355 - A Resolution Authorizing the City Manager to Enter into a Contract with Bob Murray & Associates for Executive Recruitment Services for the Public Works Director
FROM:	Human Resources Department

RECOMMENDATION

The Human Resources Director recommends that the City Council pass and adopt Resolution No. 11355 - A Resolution Authorizing the City Manager to Enter into a Contract with Bob Murray & Associates for Executive Recruitment Services for the Public Works Director.

BACKGROUND

In December 2024, Public Works Director Mark Rackovan announced his retirement from the City of Folsom. His last day will be May 30, 2025. At the direction of City Manager Bryan Whitemyer, it was recommended that the City Council receive a presentation from the Human Resources Director to enter into a contract with an executive search firm for the Public Works Director recruitment.

To attract and retain top-tier senior leadership, the City of Folsom recognizes the value of partnering with an executive search firm. These firms bring specialized expertise, strategic recruitment methods, and a broad talent network to identify candidates who not only meet professional qualifications but also align with the City's vision and values.

Executive hiring demands a level of industry knowledge, outreach, and discretion that goes beyond the resources of the City's HR department. Furthermore, the HR team is unable to handle this executive-level recruitment due to their existing workload, which includes negotiations with multiple bargaining groups, conducting workplace investigations, and managing rank-and-file recruitments. These responsibilities require significant time, leaving limited capacity to execute a thorough and strategic executive search. Given the critical nature of executive hiring, which demands specialized sourcing, extensive screening, and stakeholder alignment, it would be more effective to engage external resources to ensure a successful outcome. Investing in an executive search firm is a proactive step toward maintaining strong, effective leadership for the City's future.

POLICY / RULE

In accordance with Section 2.36.080 of the Folsom Municipal Code, the contract award limit for the City Manager as of January 1, 2025, is $75,049. The cost of engaging an executive search firm is within the scope of the City Manager's signature authority.

ANALYSIS

Human Resources consulted multiple executive search firms to assess their processes, capabilities, and costs. City staff received the following proposals from Executive Search Firms for consideration:

- Bob Murray & Associates
- Gomez Partners, Inc.
- Koff & Associates
- MGT
- Sunshine Enterprises
- WBCP

After evaluating the proposals based on experience, services provided, project approach, pricing, and overall fit, Bob Murray & Associates emerged as the best choice for Folsom's executive recruitment needs. While pricing was not the sole factor in the decision-making process, Bob Murray & Associates presented one of the more competitively priced proposals at $25,000, compared to other quotes ranging from $30,000 to $45,000.

After partnering with Bob Murray & Associates, the City will collaborate closely with them to design a comprehensive and inclusive selection process. This will include forming both community and professional interview panels, ensuring diverse perspectives in evaluating candidates. The City may seek input from the Council and community members, fostering transparency and engagement in selecting the best leader for this important role. We believe this process will not only identify the most qualified candidate but also strengthen public trust and confidence in the decision-making process.

FINANCIAL IMPACT

The total cost for Bob Murray & Associates' services is not to exceed $25,000, covering all recruitment-related expenses, including:

- Development and distribution of recruitment materials & advertising
- Candidate screening and interviews
- Background checks and reference verification
- Consultant travel for in-person meetings

Sufficient funding for this contract is budgeted and available in the FY 2024-25 General Fund (Fund 010) Non-departmental budget.

ATTACHMENTS

1. Resolution No. 11355- A Resolution Authorizing the City Manager to Enter into a Contract with Bob Murray & Associates for Executive Recruitment Services for the Public Works Director
2. Bob Murray & Associates proposal
3. Gomez Partners, Inc. proposal
4. Koff & Associates proposal
5. MGT proposal
6. Sunshine Enterprises proposal

7. WBCP proposal

Submitted,

Allison Garcia
Human Resources Director

Attachment 1

RESOLUTION NO. 11355

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH BOB MURRAY & ASSOCIATES FOR EXECUTIVE RECRUITMENT SERVICES FOR THE PUBLIC WORKS DIRECTOR

RESOLUTION NO. 11355

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH BOB MURRAY & ASSOCIATES FOR EXECUTIVE RECRUITMENT SERVICES FOR THE PUBLIC WORKS DIRECTOR

WHEREAS, the City Council recognizes the importance of recruiting highly qualified candidates for executive-level positions within the City of Folsom; and

WHEREAS, the City Council acknowledges that a professional executive search firm possesses the expertise, network, and resources necessary to identify and attract top-tier candidates; and

WHEREAS, engaging an executive search firm will enhance the recruitment process and ensure the selection of the most qualified individuals to lead the City of Folsom; and

WHEREAS, staff recommends that Bob Murray & Associates conduct the City of Folsom recruitment process for the Public Works Director; and

WHEREAS, sufficient funding for this contract is budgeted and available in the FY 2024-25 General Fund (Fund 010) Non-departmental budget.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby authorizes the City Manager to enter into an agreement with Bob Murray & Associates in a form acceptable to the City Attorney and proceed with the recruitment process for the Public Works Director.

PASSED AND ADOPTED this 8th day of April, 2025, by the following roll-call vote:

AYES: Councilmember(s):
NOES: Councilmember(s):
ABSENT: Councilmember(s):
ABSTAIN: Councilmember(s):

_____
Sarah Aquino, MAYOR

ATTEST:

_____
Christa Freemantle, CITY CLERK

ATTACHMENT 2

BOB MURRAY & ASSOCIATES

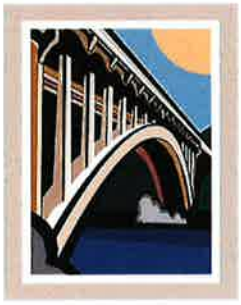
Experts in Executive Search

A Proposal to Conduct an Executive Recruitment

for the Position of

PUBLIC WORKS DIRECTOR

on behalf of the



CITY OF FOLSOM

DISTINCTIVE BY NATURE

1544 Eureka Road, Suite 180
Roseville, CA 95661
(916) 784-9080
(916) 784-1985 fax

February 6, 2025

Bryan Whitemyer, City Manager
City of Folsom
50 Natoma Street
Folsom, CA 95630

Submitted via email to: AGarcia@Folsom.CA.us

Dear Mr. Whitemyer:

Bob Murray & Associates is pleased to submit a proposal to conduct the Public Works Director recruitment for the City of Folsom. The following details our qualifications and describes our systematic—yet flexible—method of identifying, recruiting, and screening outstanding candidates on your behalf. It also includes a proposed budget, timeline, and guarantee.

At Bob Murray & Associates, we pride ourselves on providing quality service to local governments, non-profit agencies, and private firms. Our recruitment process helps you to determine the direction of the search and the types of candidates you seek while capitalizing on our decades of experience and vast network of contacts to reach those candidates. Our expertise ensures that the candidates we present to the City of Folsom will match the criteria you have established, be a positive placement for your organization, and be outstanding in their field.

Current and recent Public Works Director recruitments we have completed similar in size and scope to your upcoming search include the following:

2024

Midpeninsula Regional Open Space District (Land & Facilities Manager) – *Current*
City of Petaluma, CA (Public Works Director)
City of Petaluma, CA (Director of Water Resources & Utilities)
City of Calistoga, CA (Fairgrounds Revitalization Director)
City of Newark, CA (Public Works Director)
City of Belmont, CA (Public Works Director)
City of Eugene, OR (Public Works Director)
City and County of San Francisco, CA (Streets Division Director)
City of San Ramon, CA (Public Works Director)
City of Hayward, CA (Deputy Director of Public Works)

2023

City of Colton, CA (Electric Utilities Manager)
City of Montebello, CA (Public Works Director)
City of Montebello, CA (Assistant Director of Transportation)
City of Vancouver, WA (Public Works Director)
City of Watsonville, CA (Director of Public Works and Utilities)
Coachella Valley Water District, CA (Assistant Director of Operations-Sanitation)

2022

City of Cupertino, CA (Public Works Director)
City of Milpitas, CA (Public Works Director)
City of Montebello, CA (Director of Transportation)
City of Napa, CA (Deputy Director of Public Works) (Limited Scope)
City of Orinda, CA (Public Works Director)
City of Vacaville, CA (Public Works Director)

We work as a team on every search at Bob Murray & Associates. Your Project Lead would be Valerie Gaeta Phillips, Gary Phillips, or Stephanie Dietz, who would not only direct and supervise the project team from beginning to end but also serve as the Recruiter for the project as well.

To learn first-hand of the quality of our services and why the majority of our engagements come from repeat and referred clients, we invite you to contact the references listed on page 13 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 with any questions.

Sincerely,

Valerie Gaeta Phillips

Valerie Gaeta Phillips
President, Bob Murray & Associates

TABLE OF CONTENTS

THE RECRUITMENT PROCESS 2

STEP 1 DEVELOP THE CANDIDATE PROFILE 2

Optional Service: Community and Staff Involvement 2

STEP 2 DESIGN/DISTRIBUTE BROCHURE AND ADVERTISEMENTS 2

Reaching Diverse Candidates 3

STEP 3 RECRUIT CANDIDATES 3

STEP 4 SCREEN CANDIDATES 4

STEP 5 CONDUCT PRELIMINARY INTERVIEWS 4

STEP 6 SEARCH PUBLIC RECORDS 4

STEP 7 MAKE RECOMMENDATIONS 4

STEP 8 FACILITATE FINAL INTERVIEWS 5

STEP 9 CONDUCT BACKGROUND AND REFERENCE CHECKS 5

STEP 10 ASSIST IN NEGOTIATIONS 5

COMPLETE ADMINISTRATIVE ASSISTANCE 6

COSTS AND GUARANTEE 7

PROFESSIONAL FEE AND EXPENSES 7

Optional Services 7

GUARANTEE 8

RECRUITMENT SCHEDULE 8

FIRM PROFILE 9

REFERENCES 13

THE RECRUITMENT PROCESS

Bob Murray & Associates' recruiters are specialists in finding positive placements and providing security and fairness to candidates and clients while ensuring the integrity of the search process. Outlined below are the steps in our proven recruitment process, refined through our 30+ years of experience in executive recruiting.

STEP 1 DEVELOP THE CANDIDATE PROFILE

Our understanding of the City of Folsom's needs will be key to a successful search. Valerie Gaeta Phillips, Gary Phillips, or Stephanie Dietz will meet with the City Manager and key stakeholders to learn as much as possible about the ideal candidate for the Public Works Director position. We want to become familiar with the values and culture of the organization, as well as to understand the current and future issues, challenges, and opportunities in the City of Folsom.

Ms. Gaeta Phillips, Mr. Phillips, or Ms. Dietz will review and help define the City's wish-list regarding the ideal candidate's personality, management style, knowledge, skills, and abilities and will work with the City to identify expectations regarding education and experience. The City Manager and Ms. Gaeta Phillips, Mr. Phillips, or Ms. Dietz will discuss compensation, benefits, and other key information necessary to ensure that outstanding candidates are attracted to this opportunity. The profile we develop together at this stage will drive subsequent recruitment efforts.

Optional Service: Community and Staff Involvement

We find that many of our clients value a recruitment process that opens the opportunity for community members, business leaders, organization representatives, and employees to provide input regarding the ideal candidate. Our recruiters are skilled in designing and facilitating forums, town hall meetings, and online surveys that allow equitable involvement from a variety of constituencies and in consolidating feedback into a cohesive narrative of common themes.

If the City of Folsom desires, we will work with the City Manager to create a customized community and/or staff input process.

STEP 2 DESIGN/DISTRIBUTE BROCHURE AND ADVERTISEMENTS

Ms. Gaeta Phillips, Mr. Phillips, or Ms. Dietz and your dedicated Recruitment Coordinator will use the candidate profile developed with the City of Folsom to create a professional recruitment brochure, with the assistance of our professional graphic designer. The four-page, full-color brochure will describe the community, organization, position, ideal candidate, and compensation and will include pictures provided by the City of Folsom that you feel best represent your organization and your community.

Upon your approval, Ms. Gaeta Phillips, Mr. Phillips, or Ms. Dietz will send the brochure by postal mail and email to a targeted audience, personally inviting potential candidates to apply for the Public Works Director position. We will also place the recruitment brochure on our website, which attracts over 11,000 unique hits weekly and is a trusted resource for candidates seeking executive

and professional positions. Two sample brochures are included in this proposal package for your reference.

Ms. Gaeta Phillips, Mr. Phillips, or Ms. Dietz will also design an effective advertising campaign appropriate for the Public Works Director recruitment. Our broadest outreach comes through our active social media involvement on Facebook, LinkedIn, and X (formerly Twitter), where upcoming and current positions are posted. Sources such as *Western City Magazine,* PublicCEO, and the Careers in Government website will be used to reach an extensive local government audience, while position-specific postings will be chosen to attract candidates who have built their careers in and are committed to the Public Works Director field.

Suggested Public Works Director-specific advertising sources for the City of Folsom's search include:

- American Public Works Association
- League of Women in Government
- California City News
- Society of Women Engineers

Bob Murray & Associates does not typically place ads with job aggregators or general job posting sites such as CareerBuilder, Monster, or Indeed, as we have found that the broad reach of these sites does not necessarily lead to quality candidates for executive and professional positions.

Reaching Diverse Candidates

Bob Murray & Associates, a woman- and minority-owned business, is proud of its commitment to attracting and placing diverse candidates. Not only do we place advertisements with websites designed to attract minority and female candidates, but our President, Valerie Phillips, is a member herself of many diversity-focused organizations including the Local Government Hispanic Network, the League of Women in Government, the Professional Women's Network, Mexican Professionals, and Women Leading Government. She networks frequently with fellow members to gain insight into which potential candidates are leaders in their field.

Ms. Gaeta Phillips, Mr. Phillips, or Ms. Dietz will seek to reach candidates in communities and organizations with demographic profiles and populations served like that of the City of Folsom, to maximize the potential for individuals from a wide variety of backgrounds, cultures, and life experiences to be considered for the Public Works Director position.

STEP 3 RECRUIT CANDIDATES

The strongest candidates are often those who are successful and content in their current positions and need to be sold on a new opportunity. Our extensive network of contacts, developed through over 1,400 successful placements, is a primary source for identifying and obtaining referrals for these candidates. Our in-house database of 40,000 current and former executive and professional candidates is a valuable resource that can only be built over time—time that we have invested into perfecting our process for finding the right candidates for our clients. Our aggressive outreach efforts are focused on phone calls to personally invite potential applicants, answer questions, and

allay any reservations, and these efforts are essential to the success of the Public Works Director recruitment.

Step 4 Screen Candidates

Following the closing date for the recruitment, Ms. Gaeta Phillips, Mr. Phillips, or Ms. Dietz will screen all resumes we have received, using the criteria established in the candidate profile as a basis upon which to narrow the field of candidates. Internal candidates receive sensitive consideration, and Ms. Gaeta Phillips, Mr. Phillips, or Ms. Dietz will discuss with the City Manager how the City of Folsom wishes to proceed with these candidates.

Step 5 Conduct Preliminary Interviews

Ms. Gaeta Phillips, Mr. Phillips, or Ms. Dietz will personally interview the top 10 to 15 candidates from the resume screening, with the goal of determining which candidates have the greatest potential to succeed in your organization. To reduce travel-related expenses to our clients and increase efficiency in the search process, these interviews are typically conducted via Zoom, Skype, or other convenient videoconferencing applications.

Step 6 Search Public Records

Under the direction of Ms. Gaeta Phillips, Mr. Phillips, or Ms. Dietz, your dedicated Recruitment Coordinator will conduct a review of published print and online articles for each recommended candidate. Sources include Lexis-Nexis™, Google, social media, and our contacts in the field. This will alert Ms. Gaeta Phillips, Mr. Phillips, or Ms. Dietz to any further detailed inquiries we may need to make before our recommendations are finalized.

Step 7 Make Recommendations

Based on our findings during the preliminary interview process, Ms. Gaeta Phillips, Mr. Phillips, or Ms. Dietz will recommend a limited number of candidates for your further consideration. Your Recruiter will make specific recommendations and will help facilitate discussions regarding the candidate pool, but the final determination of those to be considered will be up to you.

We typically recommend 6-8 candidates that we feel will best match your expectations, and we prepare a detailed written report on each candidate. This bound report provided to each member of the decision-making body includes:

- Candidate list with Recommended Finalists identified in *Group 1* and *Group 2* (primary and secondary recommendations), as well as *Internal* candidates
- Summary of experience and education for each Recommended Finalist candidate
- Complete cover letter and resume for each Recommended Finalist candidate
- List of *Other Applicants* (those who did not meet minimum qualifications or were otherwise unsuitable, based on our screening process)

Bob Murray & Associates maintains all search records for a period of seven (7) years following each recruitment, and we are happy to forward cover letters and resumes for each applicant by postal mail or email as soon as the recruitment closes to new applications.

Step 8 Facilitate 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 work with the City of Folsom to craft and implement an interview approach that fits your needs. This may include individual and panel interviews by the City Manager and key stakeholders, community/employee interview panels, writing and presentation samples, meet-and-greets, or another specialized process element Ms. Gaeta Phillips, Mr. Phillips, or Ms. Dietz helps the City of Folsom to design.

Ms. Gaeta Phillips, Mr. Phillips, or Ms. Dietz will be present on-site during the interviews to facilitate as necessary during the process and to guide discussion to consensus regarding final candidates. Bound interview books will be provided to each interview panel member containing:

- Recruitment brochure with candidate profile
- Interview schedule
- Suggested interview questions
- Experience summary, cover letter, resume, and rating form for each candidate
- Ranking forms for use during the panel interview process

We will work closely with your staff to coordinate and schedule interviews. Our goal is to ensure that each candidate has a very positive experience, as the way the entire process is conducted will influence the final candidates' perception of your organization.

Step 9 Conduct Background and Reference Checks

Ms. Gaeta Phillips, Mr. Phillips, or Ms. Dietz and your Recruitment Coordinator will conduct detailed reference checks for up to three (3) final candidates. 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. In addition to gaining a 360-degree view of candidates from the perspective of their supervisors, subordinates and peers for the past several years, we will make a point of speaking confidentially to individuals who may have further insight into a candidate's abilities but who may not be on their preferred list of contacts.

Your Recruitment Coordinator will work with candidates and our professional backgrounding firm, HireRight, to conduct credit, civil litigation, and motor vehicle record checks and verify candidates' degrees.

Step 10 Assist in Negotiations

We recognize the critical importance of successful negotiations and can serve as your representative during this process. Ms. Gaeta Phillips, Mr. Phillips, or Ms. Dietz knows what other organizations have done to put deals together with great candidates and what the current market is like for Public Works Director positions in organizations like the City of Folsom's. Your Recruiter will be available to advise you regarding current approaches to difficult issues, such as housing and relocation. We will represent your interests and advise the chosen candidate and you regarding salary, benefits, and employment agreements, with the goal of putting together a deal

that results in the appointment of your chosen candidate. With our proven experience and vested interest in a positive outcome, we can turn a very difficult aspect of the recruitment into one that is straightforward and agreeable for all parties involved.

COMPLETE ADMINISTRATIVE ASSISTANCE

We receive many unsolicited testimonials each year from clients and candidates alike noting our prompt, considerate, accurate, and professional service during the search process. Throughout the recruitment, in time intervals that suit the City of Folsom, we will provide you with updates on the status of the search and attend to all administrative details on your behalf.

Candidates receive immediate acknowledgement of their applications, as well as personal phone calls and/or emails (as appropriate) advising them of their status at each critical point in the recruitment. Candidates who receive preliminary or final interviews and are not chosen to move forward in the interview process will receive personal calls from Ms. Gaeta Phillips, Mr. Phillips, or Ms. Dietz on behalf of the City of Folsom.

It is our internal company standard that all inquiries from clients and candidates receive a response within the same business day whenever possible, and certainly within 24 hours if the inquiry is received during the work week. Ms. Gaeta Phillips, Mr. Phillips, or Ms. Dietz will be available to the City of Folsom by office phone, cell phone, and email at any time to ensure a smooth and stress-free recruitment process.

COSTS AND GUARANTEE

PROFESSIONAL FEE AND EXPENSES

The fixed, flat professional services fee for conducting the Public Works Director recruitment on behalf of the City of Folsom is $20,000. Services provided for in this fee consist of all steps outlined in this proposal, including a meeting on site. The professional fee does not limit the amount of time invested by Bob Murray & Associates in promoting a successful outcome for this project. In fact, our mission for this project is to ensure we assist in identifying the right candidate for the City of Folsom. Therefore, Ms. Gaeta Phillips, Mr. Phillips, or Ms. Dietz will contact the City at the first anniversary of the placement to confirm an effective transition has occurred.

The City of Folsom will also be responsible for reimbursing expenses Bob Murray & Associates incurs on your behalf. We estimate expenses for this project not to exceed $5,000. Reimbursable expenses include (but are not limited to) such items as the cost of recruiter travel; clerical support; brochure development; placement of ads; credit and civil background checks; education verification; and public records searches. Postage, printing, photocopying, and telephone charges are allocated costs and included in the expense estimate. *In no instance will expenses exceed this estimate without prior approval from the City of Folsom.*

Expense reimbursement for candidate travel related to on-site interviews will be the responsibility of the City of Folsom.

Professional Fees and Reimbursable Expenses	
Professional Services (Fixed Flat Fee)	$20,000
Reimbursable Expenses *Example costs and approximate amounts include:* Brochure Design and Printing ($1,275) Advertising ($2,000) Background Checks – 3 candidates ($750) Consultant Travel ($200) Other expenses – supplies, shipping, clerical ($775)	$5,000
Not-to-Exceed Total	$25,000

Optional Services

- Community/Staff Input Forum: $1,500/day, plus travel expenses
- Online survey: $1,000 (Surveys include formatting questions and preparing survey link. Services do not include summaries or analysis of data.)
- Additional on-site meeting days: $1,500/day/recruiter, plus travel expenses
- Additional background checks: $250/candidate
- Additional reference checks: $500/candidate
- Additional hires: $6,500/candidate
- Other services: $250/hour or $1,500/day

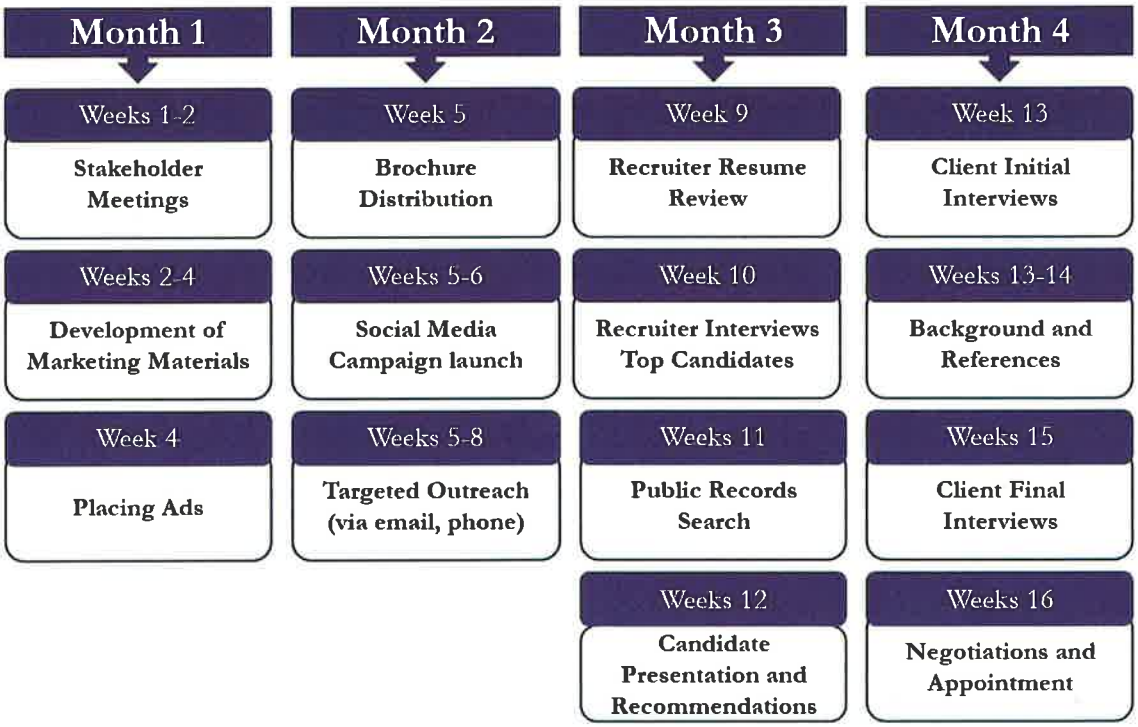
GUARANTEE

Should a candidate recommended by our firm for a position resign or be terminated within the first 12 months of employment, we will provide the City of Folsom with professional services to secure a replacement. Services will be provided at no cost, aside from expenses incurred on the City of Folsom's behalf during the new search. We are confident in our ability to recruit outstanding candidates and do not expect the City to find it necessary to exercise this provision of our proposal.

RECRUITMENT SCHEDULE

We are prepared to start work on this assignment upon receipt of a signed professional services agreement or other written, authorized notification. A full search can be completed in 13-16 weeks from the date of initial meetings with our client.

The final recruitment schedule will be determined in collaboration with City of Folsom. A typical timeline of tasks and events is included here for reference.



FIRM PROFILE

OUR STAFF

Bob Murray & Associates is a small firm focusing exclusively on executive search services. We have a team of fifteen (15):

- Bob Murray, *Founder*
- Valerie Gaeta Phillips, *President*
- Gary Phillips, *Executive Vice President*
- Joel Bryden, *Vice President*
- Yasmin Beers, *Senior Executive Recruiter*
- Adele Fresé, *Senior Executive Recruiter*
- Stacy Stevenson, *Senior Executive Recruiter*
- Jon Lewis, *Executive Recruiter*
- Stephanie Dietz, *Executive Recruiter*
- Melanie Richardson, *Executive Recruiter*
- Jeff Mori, *Executive Recruiter*
- Alexandria Kopack, *Recruitment and Operations Manager*
- Kathy Lolas, *Senior Recruitment Coordinator*
- Grace Marshall, *Senior Recruitment Coordinator*
- Steph Souza, *Recruitment Coordinator*

Please see your lead recruiter's biography below:

VALERIE GAETA PHILLIPS, PRESIDENT AND RECRUITER

Ms. Gaeta Phillips has over 18 years of recruiting experience, including more than a decade of recent experience in executive search for public, private, and startup companies nationwide. Since joining Bob Murray & Associates, Valerie has completed over 160 searches in a diverse range of fields, including city and general management, planning, finance, human resources, transportation, communication and public relations, community and economic development, information technology, parks and recreation, and operations. She has recruited at all levels of municipal and non-profit organizations, from technicians and engineers to Executive Directors and Chief Executive Officers.

Valerie 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; she is also active in a variety of industry organizations and in diversity-focused associations. Valerie is called upon often to serve as an expert speaker on topics such as managing one's online reputation, diversity issues in municipal and non-profit leadership, and how to identify a positive placement for the organizational culture.

Ms. Gaeta Phillips, along with Executive Vice President Gary Phillips, has a passion for helping people, evidenced by fundraising, sponsorship, and involvement in raising awareness for organizations such as Autism Speaks, the UC Davis M.I.N.D. Institute, and the Northern California Special Olympics.

GARY PHILLIPS, EXECUTIVE VICE PRESIDENT AND RECRUITER

Since joining Bob Murray & Associates, Mr. Phillips has completed over 125 searches for executives and professionals in a wide variety of fields including animal services, city and general management, planning, legal counsel, cyber security, and human resources. Gary's clients have ranged from municipal government to non-profit and private sector organizations, and he has sourced outstanding candidates for positions from the level of division managers up to City Managers, Executive Directors, and General Managers.

Gary started his career with a New York-based Fortune 100 company and quickly became a Senior Manager, building and running a large customer service organization that eventually expanded to 13 countries in Europe. He proceeded to hold senior leadership positions in several Fortune 500 companies, with noted successes such as building an organization from two to 250 employees worldwide and growing a company from 800 to 1200 employees.

As part of an executive acquisition and recruiting team, Gary helped build a start-up enterprise software company in San Francisco, recruiting top-notch talent and building a world-class organization. He has maintained customer relationships in the public sector and the private sector, including medical and financial institutions. He prides himself on finding key talent and offering the best customer service to his clients.

Mr. Phillips, along with Ms. Gaeta-Phillips, is involved in his community as a soccer coach, as an organizer of fundraisers for Autism Speaks and the UC Davis M.I.N.D. Institute, and as a sponsor of the Northern California Special Olympics. Mr. Phillips received his Associate of Science degree and completed additional coursework at Rochester Institute of Technology, NY.

STEPHANIE DIETZ, EXECUTIVE RECRUITER

Stephanie Dietz brings over 20 years of municipal and public agency experience to Bob Murray and Associates. Stephanie retired as the City Manager for the City of Merced, a City with a population of nearly 100,000 and the newest University of California campus. She served as the Chief Executive Officer overseeing more than 500 employees who provided services within the areas of Police, Fire, Development and Inspection Services, Engineering, Public Works, Parks & Recreation, Arts & Culture, Housing, and the Office of Neighborhood Safety.

For 20 years, Stephanie garnered experience across city and county governments, along with the University of California, specializing in public finance and budgeting, human resources, labor relations, strategic planning, public safety, water management, redistricting, and leading city-initiated sales tax and charter ballot initiatives. Her professional career saw great success, with projects that included the construction of a new municipal airport terminal, the award of several state and federal grants to construct 850 affordable housing units, and the annexation of UC Merced. Throughout her professional career, she has been responsible for recruiting and retaining executive-level leaders who reflect the culture of their communities while fostering a spirit of innovation.

Stephanie serves on the Merced Irrigation District Board, on the Merced College Foundation Board, and as an Advisory Board Member for the Central California Small Business Development

Center. In 2023, Stephanie was recognized by the California State Assembly as Woman of the Year for her innovative solutions in affordable housing and transportation and her pioneering spirit as the first female City Manager for the City of Merced. Stephanie also volunteers on the boards of several local non-profits that support youth sports and local FFA chapters, ensuring students have the community support needed to be successful.

Stephanie holds a Bachelor of Arts in Liberal Arts with a Minor in Mathematics from California State University, Fresno, and a Master of Arts in English from National University.

CORPORATION

Bob Murray & Associates was founded in May 2000 and operated under the corporation name MBN Services, Inc. until June 2014; our new corporation name is GVP Ventures, Inc., incorporated in California in 2014. Contact information for the corporation and the firm is as follows:

GVP Ventures, Inc. OR Bob Murray & Associates
1544 Eureka Road, Ste. 180
Roseville, CA 95661
(916) 784-9080
apply@bobmurrayassoc.com

Our corporation and firm are financially sound (and have been so since 2000), with documentation from our accountant available to your organization prior to final execution of a professional service agreement. We have never been involved in any litigation, aside from our personnel serving as expert witnesses when called to do so.

PROFESSIONAL ASSOCIATIONS

Our firm, represented by either our President or our Executive Vice President, are involved in the following organizations to remain engaged with current and future issues relevant to the work we conduct on behalf of clients like City of Folsom:

- California Special Districts Association
- California City Management Foundation (CCMF)
- Engaging Local Government Leaders (ELGL)
- International City/County Management Association (ICMA)
- International Network of Asian Public Administrators (I-NAPA)
- League of California Cities
- League of Women in Government
- Municipal Management Association of Northern California (MMANC)
- Municipal Management Association of Southern California (MMASC)
- National Forum for Black Public Administrators (NFBPA)

Members of our leadership team not only attend events sponsored by these associations but are also frequently called upon to serve as panel members and to provide specialized lectures regarding industry-specific issues.

Recent and upcoming speaking engagements and trainings provided by our staff include:

- "Role of the Chief" class, annually presented by Jon Lewis on behalf of the California Police Chiefs Association;
- MMANC and MMASC annual mock interviews;
- Annual League of California Cities Booth; and
- Annual League of California Cities City Manager's Conference (City Manager hosted event).

REFERENCES

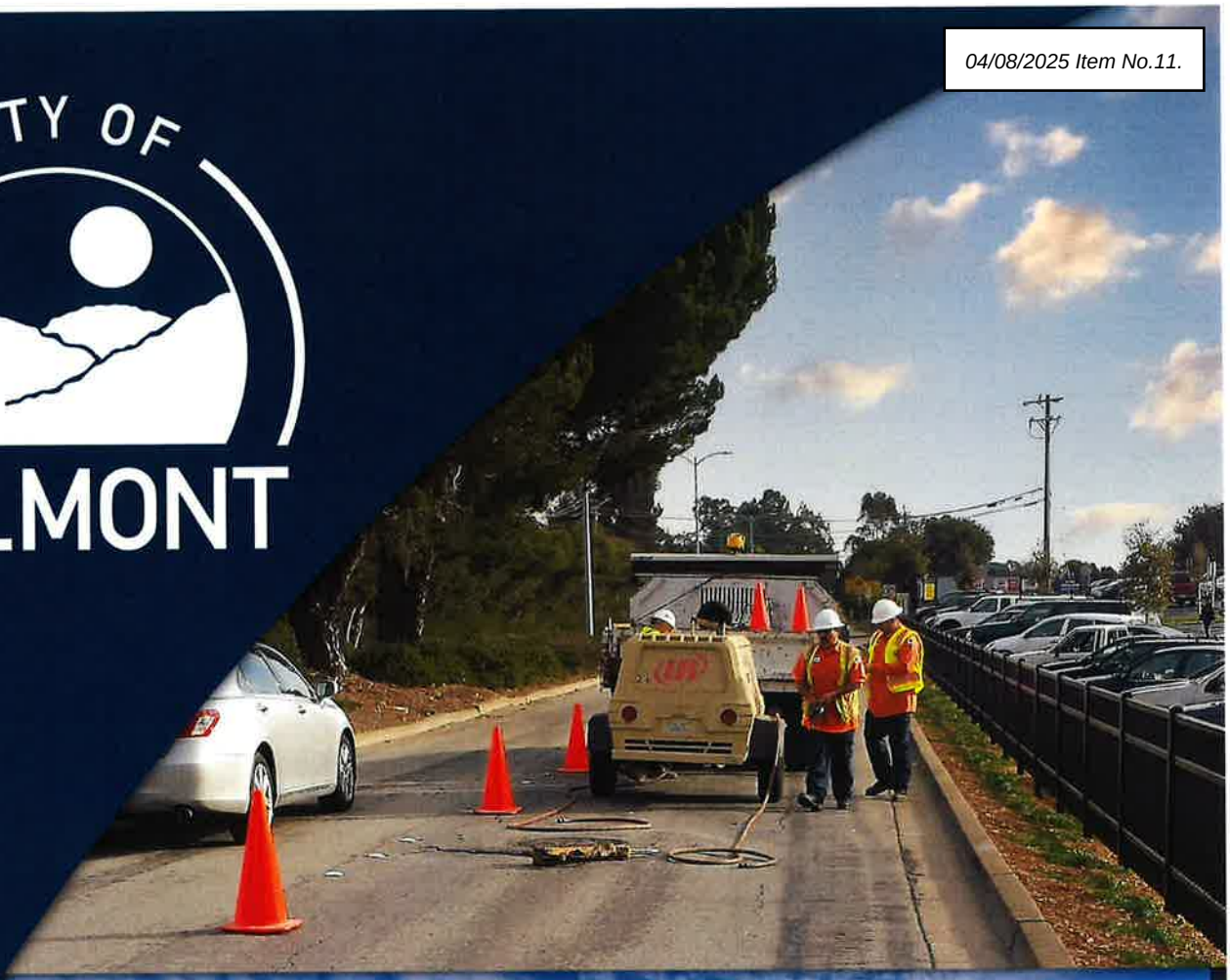
Clients and candidates are the best testament to our ability to conduct quality searches. Clients for whom Bob Murray & Associates has recently conducted similar searches are listed below:

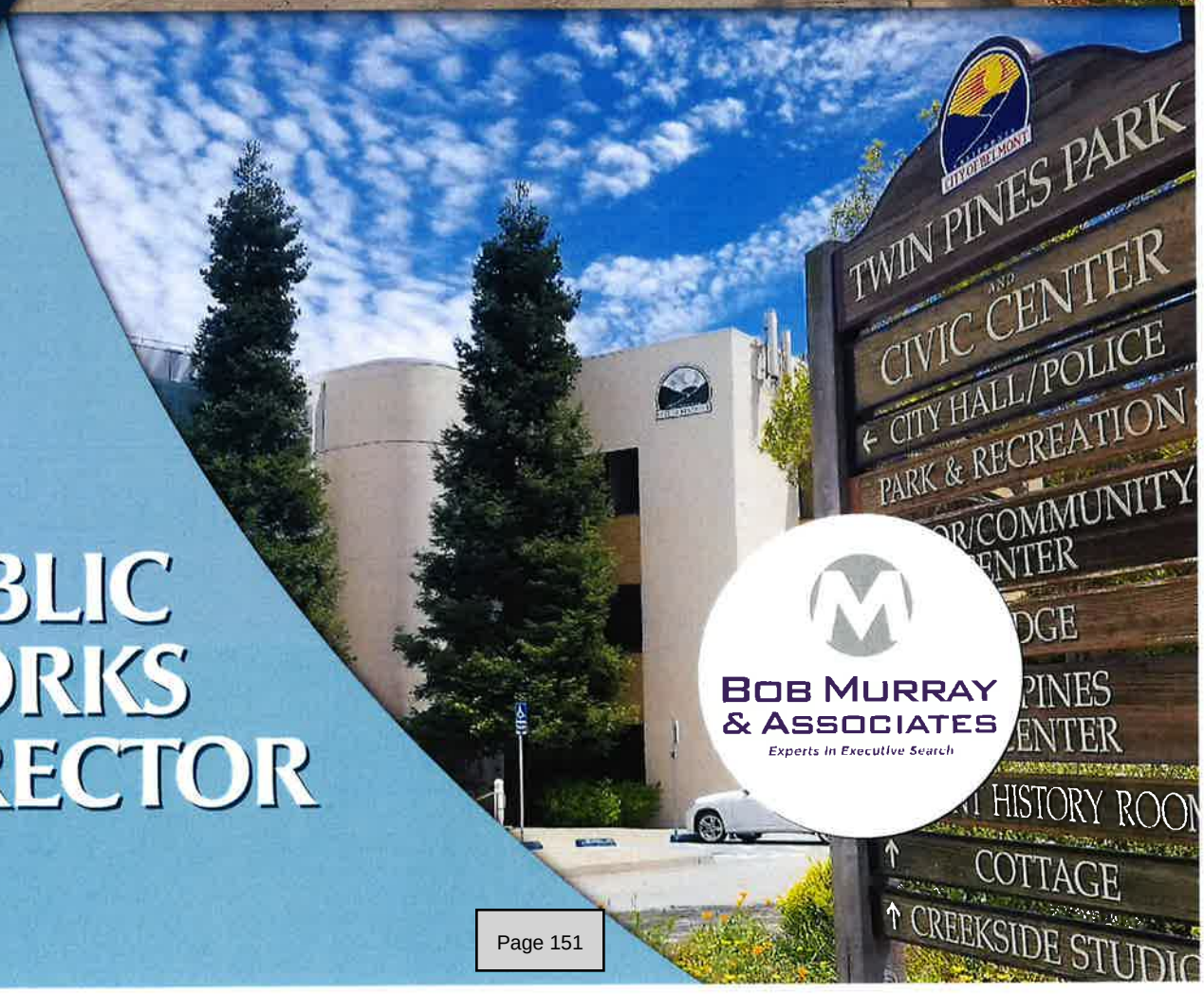
CLIENT:	City of Newark, CA
POSITION:	Public Works Director
REFERENCE:	Ms. Lenka Hovorka, Assistant City Manager (510) 745-4858
CLIENT:	City of Belmont
POSITION:	Public Works Director
REFERENCE:	Ms. Ann Ritzma, Interim Administrative Services Director (415) 244-2782
CLIENT:	City of Petaluma, CA
POSITION:	Public Works Director
REFERENCE:	Ms. Peggy Flynn, City Manager (707) 778-4345

We appreciate the City of Folsom's consideration of our proposal and look forward to working with you.

BOB MURRAY & ASSOCIATES
EXPERTS IN EXECUTIVE SEARCH

CITY OF BELMONT





PUBLIC WORKS DIRECTOR

BOB MURRAY & ASSOCIATES
Experts in Executive Search



THE COMMUNITY

Nestled in the heart of San Mateo County, the City of Belmont, CA, is known for its tight-knit community and picturesque surroundings. Positioned midway between the bustling cities of San Francisco and San Jose, Belmont is home to approximately 27,000 residents. With its serene, wooded hills, sweeping views of the San Francisco Bay, and abundant open spaces, Belmont offers a peaceful residential haven amidst the vibrant cultural and technological landscape of the Bay Area.

Embracing a strong sense of community and a charming small-town atmosphere, Belmont is a highly sought-after residential destination. Encompassing 4.6 square miles of lush, wooded hills and bay marshlands, the city is conveniently located just a short drive from the Pacific coast, offering stunning vistas of the Bay. As part of San Mateo County, Belmont benefits from its proximity to three major airports, ensuring easy access to domestic and international travel.

With San Francisco and Silicon Valley within easy reach, Belmont enjoys a diverse, multicultural environment, adding to its cosmopolitan allure. Whether admiring the tranquil beauty of its surroundings or embracing the vibrant energy of neighboring urban centers, Belmont epitomizes the ideal blend of suburban tranquility and metropolitan convenience.

Belmont's residents prioritize family, education, and community values, actively working to maintain their quality of life. Renowned for its exceptional educational institutions, both public and private, including Notre Dame de Namur University, the city underscores its commitment to learning. Additionally, Belmont has a longstanding tradition of supporting the arts, with various artist studios and the acclaimed Twin Pines Art Center contributing to its cultural vibrancy.

THE ORGANIZATION

The City of Belmont was incorporated as a General Law city in 1926 and continues to operate as a Council-Manager form of government. Under this form of government, the five-member City Council provides legislative direction and sets City policy. The City Council is comprised of the Mayor, Vice Mayor, and three Council Members. In addition to the City Manager, the City Council appoints a City Attorney. The organization is broken into six (6) departments including Administrative Services, Community Development, Finance, Parks & Recreation, Police, and Public Works.

Fire services are provided through a JPA with the cities of San Mateo and Foster City. Belmont is fiscally stable with a FY 2023 budget of $87.5 million. The City has a mission to enrich the quality of life for the community with services provided for a safe, fulfilling, and vibrant life. Belmont's vision statement touches on: Distinctive Community Character, Easy Mobility, Natural Beauty, Thriving Culture and Thriving Economy. The City Council's Strategic Plan focuses on Infrastructure and Mobility, Economic Development & Housing, Fiscal & Organizational Sustainability, Public Safety and Quality of Life.

To learn more about the City and the Strategic Plan please visit:

www.belmont.gov/home

Strategic Plan | City of Belmont



THE DEPARTMENT

The Belmont Public Works Department oversees various critical functions within the City, including management of the Sewer and Storm Drain system, Solid Waste Management, Fleet Management, Streets and Traffic, Development Review, Infrastructure, mobility and Engineering services. With a commitment to upholding the highest standards, the department ensures the maintenance of the city's infrastructure for the benefit of residents and visitors alike.

Operating with a General Fund budget of $11.9 million for Fiscal Year 2023-24 and a dedicated staff of 33 full-time employees, the department also manages a Capital Improvement Program (CIP) for FY 2023-24 totaling $18.9 million and continues to provide significant funding towards improvements relating to streets, sewer system, storm drainage system, facilities, and parks and open space. Within the Engineering Division, responsibilities include spearheading capital improvement projects, offering expert service at City Hall, devising cost-effective solutions for transportation, mobility, street, and facility enhancements, pursuing relevant financial grants, regulatory compliance, and aligning with City Council objectives in infrastructure, development, and quality of life initiatives. Moreover, the Engineering Division oversees major programs, services, and operations funded by the Sewer and Solid Waste enterprises.

Meanwhile, the Field Operations Division oversees the upkeep and management of 70 miles of local streets and alleys, 15 signalized intersections, and various traffic safety enhancements. Additionally, the Division is tasked with maintaining the city's streets, environmental services including wastewater collection, water pollution prevention and storm drainage systems, as well as the fleet and equipment. This division oversees 85 miles of sewer collection systems, 8,278 sewer service connections, 27 miles of storm drains, and a fleet of 71 city vehicles.

Development and Capital Improvement projects serve as key drivers for the City's growth and enhancement. These endeavors encompass a range of projects such as annexation efforts, the integration of a



sewer district, and upgrades to the JPA sewer treatment facilities (operated by external agencies). Additionally, the City is engaged in the development and implementation of impact fees, reviewing rate studies, finalizing a Sewer Master Plan, and Stormwater and Drainage Plan. The City is committed to delivering $20 million worth of Capital Improvement projects and strategy to deliver $100 million of projects for deferred maintenance for sewer and storm drain systems. Significant and exciting projects on the horizon include:

- Annual pavement maintenance projects funded by a dedicated sales tax measure
- Storm drain and Sewer system master plans and a new Sewer Lateral Policy
- Completion of a multijurisdictional Stormwater Detention & Creek Restoration design in Twin Pines Park and construction funding and management
- Strategy for a long-term Stormwater funding mechanism
- Development of a 10-year CIP Plan
- A citywide Transportation Masterplan
- Completion of the design and identification of funding for the Alameda de las Pulgas corridor improvement, and Ralston Ave Phase IV projects

The Public Works Department has cultivated a dynamic city-wide environment focused on continuous improvement, workplace safety, emergency preparedness, and organizational enhancement. Currently, the department is in the final stages of completing the accreditation process with the American Public Works Association.

Integral to the success of community development projects, the Public Works Department actively supports the "One Belmont" philosophy, fostering a culture of interdepartmental cooperation. Under the umbrella of "Team Belmont," the department is actively engaged in numerous initiatives, including the development of over 500 units of housing, 500 units of multi-family housing, and the establishment of four life science campuses. Additionally, they are involved in the master planning efforts for the Harbor Industrial Area and the Stanford/Notre Dame de Namur University campus.



In collaboration with the Parks and Recreation Department, the Public Works Department plays a crucial role in enhancing parks, introducing new sports facilities, and developing recreational facilities. Embracing a regional perspective of their role within the county and city, the department maintains
collaborative partnerships with valued stakeholders throughout the community. Moreover, staff members maintain close working relationships with state, county, and neighboring jurisdictions, ensuring effective coordination and cooperation on regional initiatives. For more information, visit the Major Development Projects page on the City of Belmont's website:
https://www.belmont.gov/our-city/city-projects

THE IDEAL CANDIDATE

The ideal candidate will be a dynamic and proactive leader, adept at thriving in a small collaborative setting. As an enthusiastic and engaged leader, they should possess comprehensive expertise across all facets of public works. Directly reporting to the City Manager, the Public Works Director assumes leadership of one of the city's multi-faceted departments.

The individual selected will have extensive experience interacting with elected and appointed officials and be accustomed to serving constituents with very high standards and expectations. They will exhibit superior verbal and written communication skills which are strengthened by outstanding interpersonal abilities. In addition to being outgoing and approachable, this Director must be comfortable in front of a wide variety of audiences and enjoy interacting with stakeholders. Accustomed to operating in a demanding yet rewarding environment, the ideal candidate will have the proven ability to balance a multitude of high-profile priorities simultaneously. They will enjoy managing a substantial portfolio of responsibilities and be adept at keeping their fingers on the pulse of all activities within a dynamic department and team. A consistent pattern of good judgment and sophisticated political acumen are important attributes of the Public Works Director.

By embodying the following characteristics, our ideal Public Works Director can lead the department towards continued innovation and excellence in serving the community.

Leadership Skills: They should have a proven track record of effective leadership, able to inspire and motivate teams to achieve departmental goals.

Strategic Thinker: An ideal candidate should have the ability to think strategically and develop long-term plans to address the city's needs while staying ahead of industry trends and technological advancements.

Innovative Mindset: Given the city's leading-edge nature, the candidate should be forward-thinking and open to adopting new technologies, processes, and methodologies to improve efficiency and effectiveness.

Strong Communication Skills: Effective communication is crucial for collaborating with other departments, stakeholders, and the public. They should be able to articulate complex ideas clearly and concisely.

Technical Expertise: A solid understanding of public works principles, regulations, and best practices is essential. This includes knowledge of infrastructure systems, construction, maintenance, and environmental compliance.

Financial Management: The ability to develop and manage budgets efficiently is vital. They should be adept at securing funding, allocating resources effectively, and ensuring financial accountability.

Problem-Solving Skills: Public works projects often encounter challenges and obstacles. The ideal candidate should be adept at identifying issues, analyzing alternatives, and implementing effective solutions.

Collaborative Approach: They should be skilled at building partnerships with other agencies, local governments, contractors, and community organizations to achieve common goals and leverage resources.

Adaptability: In a rapidly changing environment, the candidate should be flexible and adaptable, capable of adjusting strategies and priorities as needed to respond to emerging issues and opportunities.

Commitment to Service: Above all, the ideal candidate should be dedicated to serving the community and improving the quality of life for residents through the effective management of public works projects and services.

Previous experience with strategic planning is also highly desirable. Seven (7) years of increasingly responsible experience in a comparable setting is required. A minimum of five (5) years of supervisory/management and administrative experience is preferred. A combination of public and private sector experience will be considered favorably. A Bachelor's degree in Civil Engineering, or related discipline is required. A Master's degree in a relevant field is also desirable. Registration as a Civil Engineer is required.

COMPENSATION

The monthly salary range for the Public Works Director position is $16,456 - $20,570 placement within this range is dependent upon experience and qualifications. The City also provides an excellent array of benefits that include:

- CalPERS classic/legacy employees will have a retirement formula of 2% at 55.
- New CALPERS members (PEPRA) will have a retirement formula of 2% at 62.
- City paid life insurance policy for $350,000.
- Twelve (12) paid holidays per year.
- Administrative leave per year of up to eighty (80) hours.
- Up to two (2) floating holidays per year.
- General leave (sick and vacation) accrual based on years of service. Years 1-4 accrue 22 days per year.
- Auto Allowance ranging from $200-$350 per month.
- City contribution of $350 per month to a Deferred Compensation Plan (457).
- City contributes the equivalent of the CALPERS monthly premium for Kaiser Employee and Two + coverage towards Flexible Benefits Plan (IRS Code 125).
- City contribution of full cost of dental coverage on behalf of employee.
- City contribution to Retirement Health Savings Account of $150-$300 per month based on years of service.
- City contribution of full cost of vision coverage for employee and dependents.
- View the **City's full Compensation and Benefits Program**

TO APPLY

If you are interested in this outstanding opportunity, please apply online at:

www.bobmurrayassoc.com

Filing Deadline:
May 1, 2024

Panel Interviews (virtual)
Thursday, May 23, 2024

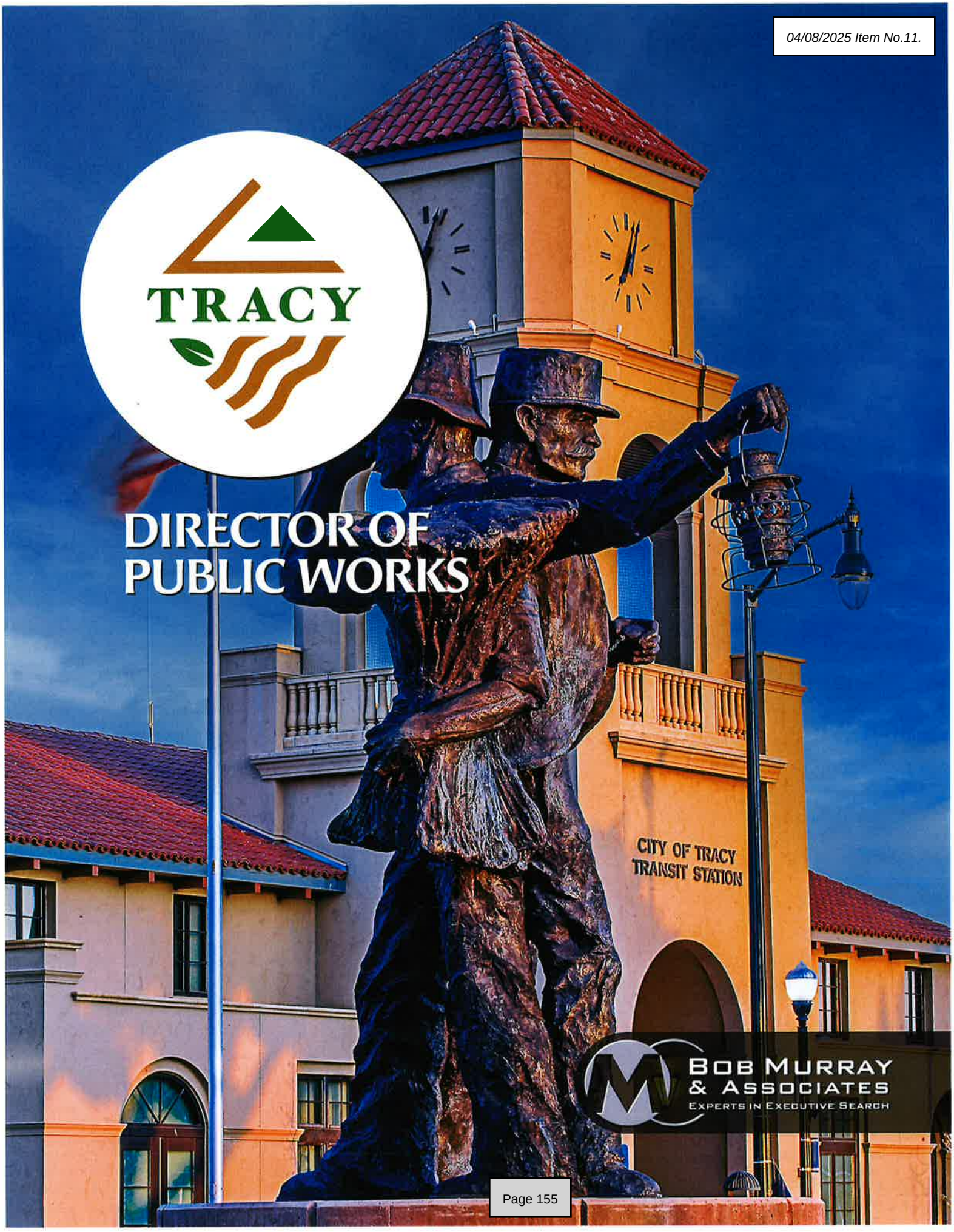
Finalists Interviews
with City Manager
Week of June 3-7, 2024

Following the closing date, resumes will be screened according to the qualifications outlined above. The most qualified candidates will be invited to personal interviews with Bob Murray & Associates. A select group of candidates will be asked to provide references once it is anticipated that they may be recommended as finalists. References will be contacted only following candidate approval. Finalist interviews will be held with the City of Belmont. Candidates will be advised of the status of the recruitment following selection of the Public Works Director.

If you have any questions, please do not hesitate to call Ms. Adele Frese at:

(916) 784-9080

BOB MURRAY & ASSOCIATES
Experts In Executive Search


TRACY
DIRECTOR OF
PUBLIC WORKS
CITY OF TRACY
TRANSIT STATION
BOB MURRAY
& ASSOCIATES
EXPERTS IN EXECUTIVE SEARCH



THE COMMUNITY

The City of Tracy is made up of a community where neighbors and local merchants are welcoming and tradition, charity, and prosperity abound. The City is geographically located in the heart of California's Central Valley and at the center of a triangle formed by the convergence of three major California interstate Freeways: 580, 205, and 5. Just an hour's drive from the Cities of San Francisco, San Jose, and Sacramento, Tracy's centralized location offers easy freeway access to the vast recreational resources of the Bay Area, the Delta, Yosemite National Park, and Lake Tahoe. Tracy was founded as a railroad transit hub and became an agricultural centerpiece for food processing plants and small manufacturing operations. In addition, the City has experienced a period of significant growth influenced by the East Bay area of the San Francisco megaregion.

Over the last three decades, Tracy has emerged as a prominent growth city where considerable demand for office, distribution, and industrial development has taken place. With this development and the lack of affordable housing in the Bay Area, Tracy has become an attractive residential choice for many Bay Area workers, thereby transforming the City to more of an outer suburb of the Bay Area. Today, Tracy is a richly diverse, predominantly residential community where family, education, tradition, and the arts are highly valued and celebrated. Downtown festivals, parades, farmers markets, holiday celebrations, and a strong sense of community pride are as active as ever, and even more opportunities are on the horizon. Excellent school systems, low crime, a variety of affordable home ownership options, and a high quality of life are just some of the reasons so many are proud to make Tracy their home.

Tracy has an ongoing commitment to providing high-quality, economical, responsive services to the community. The City's pro-business atmosphere is reflected in its large, diverse economic base. Advanced manufacturing, distribution, technology, and health and human services employment sectors are projected to see the highest growth rates. Large employers in the area include Thermo Fischer Scientific, Sutter Health, Kaiser Permanente, Amazon, FedEx, Medline, GlassFab Manufacturing, Pacific Medical, Contract Metal Products, Heirloom Carbon Technologies, and Safeway.

THE ORGANIZATION

The City of Tracy is a full-service general law city operating under a Council/Manager form of government governed by a five-member elected body consisting of the Mayor and four Council Members. The Mayor is directly elected to a two-year term and Council Members are elected at-large and serve four-year terms. The Mayor and Council are subject to a two-term limitation. The City Council appoints the City Manager and City Attorney. The City Treasurer is an elected position. Tracy is supported by 510 full-time employees and a FY2023-24 General Fund budget of $108.7 million (total budget of $313 million). The City Manager appoints all department heads. In addition to the City Manager and City Attorney Offices, other City departments include the Community and Economic Development Department, Finance, Human Resources, Innovation & Technology, Parks, Recreation and Community Services, Police, and Public Works.



The Public Work Department provides maintenance services for streets, trees, traffic control systems, City buildings, City vehicles, graffiti removal, solid waste, and recycling. The Department also maintains water distribution, sewer collection and drainage systems within the City.

THE POSITION

The Director of Public Works is responsible for directing, and participating in all activities of the Public Works Department which encompasses the operations and utilities functions of the City, including short- and long-term planning, development, and administration of departmental policies, procedures, and services. The Director also provides assistance to the City Manager or designee in a variety of administrative, coordinative, analytical, and liaison capacities. The Director is responsible for accomplishing departmental planning and operational goals and objectives and for furthering City goals and objectives within general policy guidelines. Duties include but are not limited to the following:

- Assuming full management responsibility for all Public Works Department programs, services, and activities, including operations and utilities division operations.
- Developing, directing, and coordinating the implementation of goals, objectives, policies, procedures, and work standards for the department; establishing, within City policy, appropriate budget, service, and staffing levels.
- Managing and participating in the development and administration of the Department's annual budget and capital improvement budgets; directing the forecast of additional funds needed for staffing, equipment, materials, and supplies; directs the monitoring of and approving expenditures; directing and implementing adjustments as necessary.
- Contributing to the overall quality of the Department's service by developing, reviewing, and implementing policies and procedures to meet legal requirements



and City needs; continuously monitoring and evaluating the efficiency and effectiveness of service delivery methods and procedures; assessing and monitoring the distribution of work, support systems, and internal reporting relationships; identifying opportunities for improvement; directing the implementation of change.

- Evaluating the need for and developing, planning, and scheduling for long-term public works and utilities maintenance and improvement programs; organizing available resources for the maintenance, improvement, and repair of public works facilities, City equipment, water and wastewater treatment plants, wells, pump stations, water reservoirs, and other related facilities; compiling estimates, contract provisions, and specifications.
- Conferring with engineers, developers, architects, and a variety of outside agencies and the general public in acquiring information and coordination of public works and utilities matters; providing information regarding these matters.
- Overseeing the development of consultant requests for proposals for professional services and the advertising and bid processes; evaluating proposals and recommending project awards; coordinating with legal counsel to determine City needs and requirements for contractual services; negotiating contracts and agreements and administers same after award.
- Representing the Department to other City Departments, elected officials, and outside agencies; explaining and interpreting departmental programs, policies, and activities; negotiating and resolving significant and controversial issues.
- Conducting a variety of departmental organizational and operational studies and investigations; recommending modifications to programs, policies, and procedures as appropriate.
- Participating in and making presentations to the City Council and a wide variety of committees, boards, and commissions; performing financial review of matters pertaining to the various committees, such as determining appropriate rates for City utilities.
- Attending and participating in professional group meetings; staying abreast of new trends and innovations in the field of public works and utilities maintenance, operations, and other services as they relate to the area of assignment.
- Maintaining and directing the maintenance of working and official departmental files.
- Monitoring changes in laws, regulations, and technology that may affect City or departmental operations; implementing policy and procedural changes as required.
- Preparing, reviewing, and presenting staff reports, various management, and information updates, and reporting on special projects as assigned.
- Responding to difficult and sensitive public inquiries and complaints and assisting with resolutions and alternative recommendations.



This position requires knowledge of and the ability for training, motivating, and directing Department personnel; evaluating and reviewing work for acceptability and conformance with department standards, including program and project priorities and performance evaluations; working with employees on performance issues; implementing discipline and termination procedures; responding to staff questions and concerns.

THE IDEAL CANDIDATE

The City of Tracy is seeking a motivated and collaborative team builder and community-oriented leader to serve as its new Director of Public Works. The successful candidate will have a passion for delivering high-quality services, strengthening community connections, and leading by example. The ideal candidate is technology savvy and experienced in the areas of public policy, municipal functions, and activities, including the role of an elected City Council. The ability to develop, oversee, and implement projects and programs in a variety of areas is essential. Qualified candidates will have knowledge of public policy, municipal functions, and activities, including the role of an elected City Council as well as the ability to develop, oversee, and implement projects and programs in a variety of areas.

In addition to being outgoing and approachable, this Director must be comfortable in front of a wide variety of audiences, including stakeholders, Council, and staff. An innovative and team-oriented Director will do well in this role. Accustomed to operating in a demanding yet rewarding environment, the ideal candidate will have the proven ability to balance a multitude of high-profile priorities simultaneously. The successful candidate will have excellent communication skills and will be able to establish and maintain effective working relationships with City staff, City Council, consultants, and the general public.

In addition to being intuitive, professional, and highly attentive to detail, the selected candidate will have a customer service mindset and will be highly responsive to the community and Council. A candidate who is motivated to drive change and deliver results will be most competitive. Any combination of education and experience which would likely provide the required knowledge and abilities is qualifying. Qualified candidates will have the equivalent to graduation from a four-year college or university with major coursework in business or public administration or a related field and five (5) years of management experience in engineering, municipal utilities or public works maintenance and operations. Previous experience at the level of Deputy or Assistant Director of Public Works or Utilities along with a master's degree is desirable.

COMPENSATION

The annual salary range for the Director of Public Works is $198,054.35 - $240,694.28; placement within this range is dependent upon qualifications. The City also offers an attractive benefits package including:

Retirement – CalPERS formula is dependent on hire date & member status in CalPERS.
Non-Sworn: 2.5% @ 55 (hired on or before 12/16/10)
2% @ 55 (hired on or after 12/17/10 or classic)
2% @ 62 (hired on or after 1/1/13 – PEPRA)

Social Security Deductible – City pays 6.2% + 1.45% Medicare. Employee pays 6.2% + 1.45% Medicare. Max Taxable Earning 2024 = $168,600.

Deferred Compensation – A contribution to the Department Head's Deferred Compensation Plan will be made in the amount of five (5) % of the Department Head's annual salary. City paid deferred compensation to a Department Head shall be paid to a 401a Plan.

Health Benefits – Choice of Kaiser (HMO, POS, PPO), Sutter HMO (insurance plans available with generous City contribution, Kaiser HMO Plan for family coverage is completely paid for by the City).

Dental & Vision Plans – Choice of Delta Dental or Bright Now Dental plans available. VSP is available as a Vision plan.

Life Insurance & Long-Term Disability – Individual coverage fully paid by the City, Life Insurance Plan of $225,000.

Paid Leave & Holidays – General vacation accrues at the rate of 120 hours per year the first year and progresses up to 240 hours per year at 21 years of service. Management leave is accrued at 140 hours per year. Maximum accumulation of vacation, management leave, and floating holidays shall be 750 hours. Sick leave is accrued at a rate of 96 hours per year with unlimited accrual. There are 14 paid holidays per year (including 2 floating holidays).



Management Benefit – $960 annual allowance to be used at employee's discretion for job related expenses.

Car Allowance – Car allowance of $500 per month.

Additional Benefits – Dependent Care and Medical Spending Accounts, Tuition Reimbursement, Employee Assistance Program, AFLAC, and Direct Deposit, among others.

TO APPLY

If you are interested in this outstanding opportunity, please apply online at:

www.bobmurrayassoc.com

Filing Deadline:
June 23, 2024

Following the closing date, resumes will be screened according to the qualifications outlined above. The most qualified candidates will be invited to personal interviews with Bob Murray & Associates. A select group of candidates will be asked to provide references once it is anticipated that they may be recommended as finalists. References will be contacted only following candidate approval. Finalist interviews will be held with the City of Tracy. Candidates will be advised of the status of the recruitment following selection of the Director of Public Works.

If you have any questions, please do not hesitate to call Ms. Stephanie Dietz at:

(916) 784-9080

BOB MURRAY & ASSOCIATES
EXPERTS IN EXECUTIVE SEARCH

ATTACHMENT 3

CITY OF
FOLSOM

Response to Request for Proposal
Executive Search Firm Services
Public Works Director



Presented By

GOMEZ PARTNERS

Gomez Partners, Inc.

630-756-2673

1100 Jorie Blvd, Suite # 126
Oak Brook, IL 60523

www.DavidGomezPartners.com

C g People. Sharing Ideas. Creating Solutions.

CITY OF
FOLSOM

Table of Contents

Introduction Letter.....Page 3
Company Details.....Pages 4-6
Methodology & Strategy.....Page 7
Proposed Project Timeline.....Page 8
Scope of Services.....Pages 9-11
Marketing Strategy & Sample Materials.....Page 12
Clients & Experience.....Pages 13-21
Client References.....Page 22
Leadership Background & Qualifications.....Pages 23-26
Cost Proposal.....Page 27
MBE Certification.....Page 28
Conflicts of Interest with the City of Folsom and/or candidates.....N/A
Proposal Closing.....Page 29

City of Folsom
Attn.: Allison Garcia, Human Resources Director
Email: agarcia@folsom.ca.us
Phone: 916-461-6050
50 Natoma Street
Folsom, CA 95630

GOMEZ PARTNERS

David Gomez Partners, Inc.
David P. Gomez, President & CEO
Email: David@davidgomezpartners.com
Phone: 630-686-1410
1100 Jorie Boulevard, Suite 126
Oakbrook, IL 60523

February 12, 2025

Dear Allison Garcia,

We are excited to present ourselves as a qualified firm, specializing in consultation and professional executive search support in the recruitment and hiring of City of Folsom's Public Works Director.

David Gomez Partners, Inc. (hereinafter referred to as "Gomez Partners") is proposing to assist The City of Folsom in nationally recruiting a diverse talent pool of qualified applicants and successfully hire a highly qualified candidate at a competitive cost.

Since 1978, Gomez Partners has delivered our clients top tier talent solutions. We understand that solid business relationships are built on trust. Our team of highly skilled consultants provide human capital solutions using grit, precision, and speed. As your Executive Recruitment Partner, Gomez Partners approaches the executive search process with diligence and a niche focus on diversity inclusion. It is our specialty to provide your organization with high-performance professionals that have the passion and discipline to exceed the City of Folsom's expectations.

As a Certified Minority Business Enterprise, we are mindful of the value of diversity for an organization's vitality, creativity, and future success. We recognize that diversity often transcends gender, racial, or cultural dimensions, to include novel and innovative thought leaders in any industry. Applying our effectively unique search process, we maintain our competitive position in the marketplace by consistently uncovering and discovering high-performance professionals.

We appreciate your consideration and hope to have the pleasure of working with the City of Folsom to fill your next Public Works Director.

Sincerely,



David P. Gomez, President & CEO

David@DavidGomezPartners.com

630-686-1410

GOMEZ PARTNERS

David Gomez Partners, Inc. - S-Corp
David P. Gomez, President & CEO
1100 S. Jorie Blvd., #126
Oak Brook, IL 60523

Company Details

About Us

Headquartered in Illinois, Gomez Partners is a national retained executive search firm with clients spanning multiple industries in the United States. Gomez Partners offers expert executive search and human capital services with specialties in diversity and succession planning. Over the past 45+ years focused on diversity, Gomez Partners has developed an inclusive methodology to recruit a diverse slate of candidates.

Gomez Partners is a proud diverse Executive Search Firm with a culturally inclusive and competent team of professionals. Serving you as a *Certified Minority Business Enterprise*, our executive search reach spans the United States. We understand that diversifying your workforce can be tough. Gomez Partners is relentless in our approach to bring your organization the best and brightest executive talent from a diverse pool of accomplished professionals.

Our Mission

Gomez Partners is on a mission to level the playing field for all professionals by providing wisdom to the executive search process, one candidate at a time.

Our Vision

Gomez Partners' vision is to facilitate the deployment of diverse executive candidates in inclusive environments that foster the change needed to sustain tomorrow's workforce.

Our Values

We understand as recruitment professionals that we provide a service that impacts the successful growth of teams, organizations, and individuals. For this reason, we are committed to adhering to our company's core values, known as *S.E.A.R.C.H.*, which stands for ***S**ervice*, ***E**thics*, ***A**ccountability*, ***R**esults*, ***C**ommunication*, and ***H**onesty*.

GOMEZ PARTNERS

FOLSOM

Company Details

Values - SEARCH Approach

As leaders in Diversity Recruiting, we invest time in understanding your organization's values, culture, and goals to ensure that our approach aligns seamlessly with your vision. With this understanding, we can create tailored strategies that not only attract diverse talent, but also resonate with the core principles driving your organization's success. For this reason, we are committed to adhering to our company's core values and S.E.A.R.C.H. approach while recruiting our candidate pool.

Our S.E.A.R.C.H. Approach

Service GP serves you as a strategic hiring partner and advocate for infusing diversity and inclusion into the work environments we place our candidates. Our goal is to serve your organization's vision and mission by selecting candidates that align with your future endeavors.

Ethics We maintain our standard of professional ethics with an active commitment to respecting the power of influence over hiring outcomes while sourcing prospective candidates and mediating the interview process.

Accountability We honor accountability and exceed expectations, with our sights on a bright future ahead. Our timeline process is simple and upholds the standard of accountability needed for our team to get the job done with excellence every time.

Results We drive real results by leveraging our in-house technology to its highest capabilities, ensuring a diversified and successful Executive Search process for each client.

Communication Effective communication is the leading factor in building thriving relationships. We take the time needed to build strong relationships with both our clients and candidates, using proactive communication and transparent process planning.

Honesty Building trust with our candidates and clients is our top priority. Our code of honesty puts your team at ease in knowing your organization receives the very best recruitment services available.

GOMEZ PARTNERS

Company Details

Our Commitment To Diversity Inclusion

Diversity & Representation Matters

Comprised of a diverse Executive Recruiting team, we apply a culturally inclusive methodology to our approach. As emphatic advocates of diversity inclusion, we extend support to our clients and candidates, ensuring the very best services available.

Representation of diversity in the workplace is imperative for any company or organization's success. Gomez Partners specializes in building diverse and collaborative teams of executive professionals as a **certified Minority Business Enterprise.**

Our Stats for Success

20,000 + Diversity & Inclusive Executive Searches
91% + Average Placement Rate
Extensive Network of Industry professionals nationwide in our Professional Network
55% + Diverse Talent Pool Per Search

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METHODOLOGY & STRATEGY

Strategy

Each project begins with an intake meeting which focuses on understanding your organization's operations, objectives, culture, and the technical requirements of the role. At the beginning of each search, we take the information gathered from the meeting and create a customized work and customer service plan. Prior to submitting a candidate presentation, we discuss qualifications and requirements of the role and transpose this information onto our sample **candidate matrix,** which uses a rating scale to measure candidate's competencies.

The search overview is a detailed guide that leads a search committee through an executive search process. Our search overview allows a committee the ability to participate in the planning and stay on track. Additionally, we help our clients revamp their role descriptions. Once the role description has been developed, we will conduct an interview questionnaire that is comprised of traditional and behavioral based questions.

Execution

Successful identification of exceptional talent requires active investigation and direct recruitment. Passive talent helps drive results for your organizations which we leverage by networking, databases, social media, and referrals. We pride ourselves on being a 100% minority firm to ensure our searches are done with the highest possible intention to be inclusive of all underrepresented groups. GP has created a "best practice" standard by encouraging each candidate to present a written explanation of their qualifications and interest in your unique opportunity which provides insight into their communication capabilities.

We carefully screen and qualify candidates to assess their performance, qualifications, and compatibility. As potential candidates are identified, they are taken through In-Depth Interviews and Assessments. After screening candidates, we send a candidate presentation to the stakeholders and discuss each recommended candidate's fit. Our candidate presentations start by offering our search committees analytics on their search which are updated each time we present.

Close

We fulfill our searches in 70 days or less. We can assist our clients in offer negotiations. Our strong experience in this stage of the process allows us to negotiate all components effectively and quickly with both sides. Our service extends beyond the finalized offer.

We stay in close contact with all parties during the transition period to address any potential difficulties and to ensure a smooth transition which occurs at 30, 60, 90, 180, and 360 days. In the event an individual voluntarily leaves our clients within twelve months of start date, GP will reinitiate a search to fill the position at no additional fee.

Proposed Project Timeline

Preparation: Weeks 1-2

Initiation Meeting: GP meets with your Search Committee to understand your company's culture and objectives, filling the position dependent on your expectations.

Plan of Action: GP creates a new job description to post to our outreach channels that aligns with your company's objectives for the position.

Search Strategy Documents: GP presents an outline of search methodology, including a list of sourcing and outreach channels, candidate behavioral/personality assessments, pre-interview screening questions and our **proprietary matrix scale** to rate candidates' competencies

Discovery: Weeks 3-7

Candidate Sourcing: GP identifies qualified candidates through extensive research, sourcing through our outreach channels, which include but are not limited to: our company website, job boards, social media platforms, employee referrals, internal candidate database, and professional associations.

Candidate Screening: GP completes in-depth interviews before presenting to your Search Committee. We encourage candidates to provide a brief written summary explaining their interest in your organization.

Candidate Presentation: GP's recruitment team prepares and presents our diverse, qualified talent pool with a presentation which includes candidate overview, professional summary, educational background, work experience, and relevant skillset.

Hiring Execution: Weeks 6-8

Client Interview Process: GP facilitates and coordinates candidate interviews, preparing both parties for each interview. This includes prepping candidates prior to their interview, and creating sample questions for your Search Committee to highlight each candidate's strengths

Advisory Consultation: GP will offer expert consultation to help determine which candidates are best suited for the role.

Close Out of Recruitment Process: Weeks 9-10

Finalization Process: GP completes background and reference checks. We assist in the negotiation of the job offer, confirming offer acceptance and candidate start date.

Quality Check Process: GP completes quality checks with the hired candidate(s) and client at the 30, 60, 90, 180, and 360 day benchmark, to ensure both parties are satisfied with their placement.

In the event an individual voluntarily leaves our clients within twelve months of start date, ***GP will reinitiate a search to fill the position at no additional fee.***

Gomez Partners will maintain communication with your Search Committee throughout the entirety of the recruitment process

GOMEZ PARTNERS

FOLSOM

Scope of Services

I. Pre-recruitment Phase of Gomez Partners

A. Gomez Partners will provide assistance and work with your Search Committee to define and develop a written position description and supporting materials that will be used in marketing the position.

B. Gomez Partners will work closely with the Search Committee to ascertain required information regarding ideal candidates for the position.

C. Gomez Partners will develop a candidate profile, including the knowledge, skills, and abilities required to become a successful candidate for the position. We will also be responsible for coordinating with your Search Committee to ensure such list meets its requirements/desires.

D. Gomez Partners will evaluate the competitive strengths and weaknesses of the national market for the position of Public Works Director.

E. Gomez Partners will develop a customized strategy specifically designed to attract a diverse pool of highly qualified and competitive candidates, including women, men, and members of underrepresented groups, and review the search strategy with the Search Committee.

F. Gomez Partners will market the position and identify a qualified and diverse pool of talent for the position, with the expressed approval from the City of Folsom.

G. With the City of Folsom's approval, Gomez Partners will prepare and place advertisements for the position in appropriate journals, publications, and on web sites, as well as take responsibility in following the Equal Employment Opportunity Commission guidelines applicable to job advertisements, posts, and recruitment guidelines.

GOMEZ PARTNERS

Scope of Services

FOLSOM

II. Recruitment Phase

H. Gomez Partners commits to screening potential applicants for the position and identifying those meeting minimum qualifications, follow up with telephone/zoom interviews to clarify each applicant's credentials, and keep the Search Committee apprised of screening activities, screening activities that will be completed at a later time, and screening activities that Gomez Partners does not intend to complete with explanations as to why.

I. Gomez Partners will assist candidates with submitting an appropriate application for the position as required by the City of Folsom and develop candidate profiles, including comprehensive background checks (education, criminal, and work experience) and other relevant reference information.

J. Gomez Partners will request demographic voluntary self-identification information from candidates with the most promising qualifications.

K. Gomez Partners will provide a list of candidates with the most promising qualifications and advise the Search Committee the diverse quality of this pool of candidates using our in-house candidate presentation.

L. Gomez Partners will prepare and provide the Search Committee a written summary of candidates with the most promising qualifications.

M. Gomez Partners will evaluate candidates with the most promising qualifications by conducting in depth reference checks with individuals who are or have been in a position to evaluate the candidates' performance on the job.

N. Gomez Partners will ascertain the strengths and personal characteristics that would qualify each candidate for the Position, including areas in which the Search Committee should delve deeper during the interview process.

O. Gomez Partners will continue to monitor the diversity of the candidate pool throughout the process and keep the Search Committee apprised, as well as remain prepared to complete any additional work necessary to complete an appropriately diverse pool of finalists.

P. With the Search Committee's input, Gomez Partners will design and finalize the interview process, interview questions, panel makeup, scheduling, etc.

GOMEZ PARTNERS

FOLSOM

Scope of Services

II. Recruitment Phase (Con't.)

Q. Gomez Partners will coordinate candidates' participation in interviews by making travel arrangements, including transportation, hotel reservation, scheduling and expense reimbursement, if required.

R. Gomez Partners will verify the educational histories of the finalists for the position, suggest any recommended additional background investigations, while conducting the search process with reference and educational background checks.

Gomez Partners will rely on information given to us by sources, candidates, references and private contacts, and Gomez Partners does not warrant the veracity of such information. Information available to Gomez Partners that may assist in determining veracity and completeness will be provided by us to the Search Committee.

S. Gomez Partners will communicate with candidates not selected, and assist in offer negotiations with the final candidate selected.

T. Gomez Partners will attend meetings with the Search Committee and staff as needed through virtual meetings, and will assist in the preparation of agendas for meetings, and guide your Committee through the critical evaluation process of candidates.

Marketing Strategy & Sample Materials

Gomez Partners will design a customized marketing promotional strategy and plan that will market the position to prospective candidates using marketing materials produced in house within our Marketing Department.

Additionally, GP will distribute customized marketing materials highlighting the available role and distributing through various channels, including but not limited to: GP's Diversity Today Newsletter, Social Media accounts, Internal network distribution, display on our company website, sharing with colleagues, partners, and affiliates.

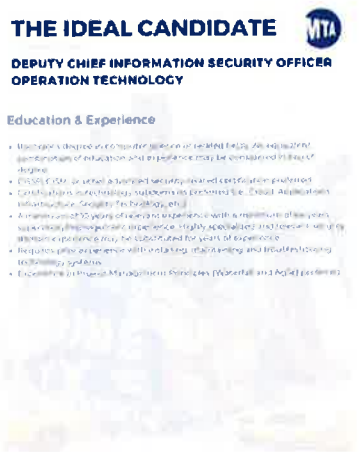
Below are examples from our most recent marketing campaign for The Metropolitan Transportation Authority (The MTA):

















HIRING SUCCESS

Metropolitan Transportation Authority, New York City



Gomez Partners has successfully partnered with the largest public transportation authority in the United States, serving 12 counties in Downstate New York, carrying over 11 million passengers on an average weekday systemwide, and over 850,000 vehicles on its seven tall bridges and two tunnels per day.

Since 2019, Gomez Partners has emerged as a primary hiring partner for the MTA, filling over **50+ executive level roles** across various departments over the past 6 years. They have renewed their contract as of 2025, to serve as a continuation of a successful partnership. *Please see following page for project details and positions filled.*

MTA STATS

$1T
Physical Assets

$18.5B
Annual Operating Budget

$2.6B
Trips Annually

8.8M
Daily Customers

56%
NYC Residents Use

2019

- 14 directors of Change & Chief of Police.
- 60% minority candidate pool.
- 30 leaderships roles filled in 90 days or less.

2020

- Filled 4 executive level HR office roles.
- 100% minority candidate pool.
- Partnered with senior leadership to fill 6 Deputy Chief positions across the MTA.
- Solidified the leadership to manager those recruited during the Reformation Project.

2021

- Filled leadership roles across 4 departments.
- 50% minority candidate pool.
- Multi-discipline recruitment across 4 departments.
- All hires to take place within a four-month window.

2022

- Continued work with The MTA leadership to assist in the redesign of its internal systems.
- Continued recruitment for Senior IT leadership roles.
- Filled 2 Deputy Chief of Staff, Associate General Counsel & Contracts Director roles, SVP Capital Strategy & Planning, Director of Workforce, Director of Testing.
- 50% minority candidate pool.

2023

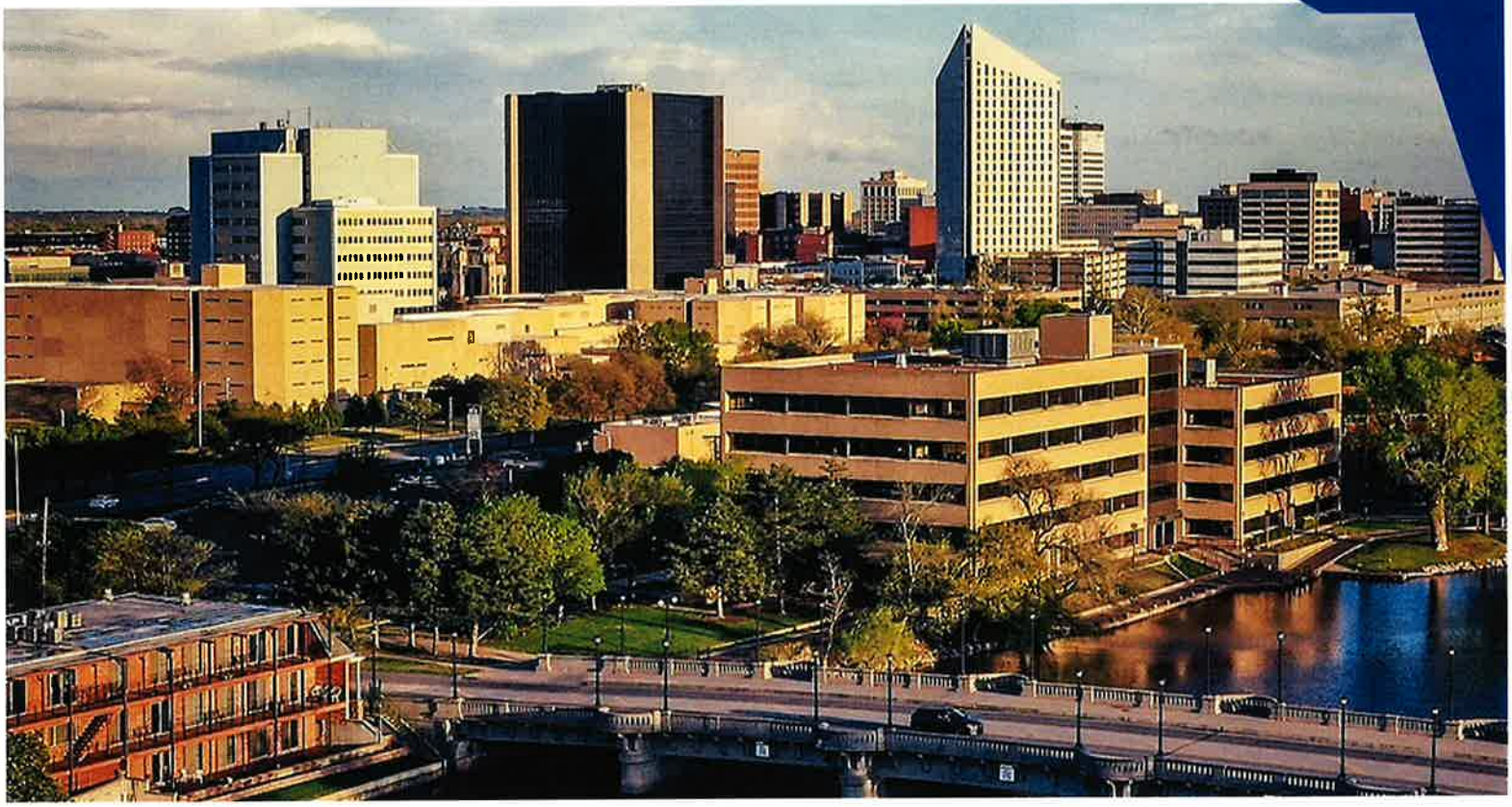
- Filled the role of SVP of Product Controls.
- Filled roles of: Deputy Chief Enterprise Architecture, VP, Project Controls, VP of HR.
- Filled (4) Associate General Counsel roles, Mgr. Capital Technology Investments & Planning, Deputy CIO/Security Operations.
- Filled 3 roles for Application Development Specialist.
- 50% minority candidate pool completed in under 60 days.

2024

- Currently filling 10 Executive Agency Counsel Roles
- Currently filling 2 Agency Attorney Roles
- DGP is on track to fill positions by end of 2024, and the MTA has extended to 2025
- Currently filling for SVP of Programs

HIRING SUCCESS

The City of Wichita, KS



Wichita, the largest city in Kansas with a population 395,699,is the county seat of Sedgwick County. Major highways, including the Kansas Turnpike, US 400 and Interstate I-135, link the city with a large trade area that encompasses a population of more than one million people within a 100-mile radius.

The City of Wichita, Kansas hired Gomez Partners to perform a national executive search to hire a diversity candidate to fill their role of the **Transportation Manager** and **Current Division Plans Manager.**

Gomez Partners sourced a variety of candidates with a focus on diversity and inclusion, successfully filling the roles in less than 70 days from start to finish.

HIRING SUCCESS

Lake County Government, IL



Lake County is situated in the northeastern corner of the U.S. state of Illinois, along the shores of Lake Michigan. The county has a population of 714,342, making it the third-most populous county in Illinois. Its county seat is Waukegan, the tenth-largest city in Illinois.

The Lake County Government hired Gomez Partners to perform a national executive search to hire a diversity candidate to fill their role of **Chief Communications Officer** to manage the contracts of the university with due diligence.

Gomez Partners sourced a variety of candidates with a focus on diversity and inclusion, successfully filling the role of the Chief Communications Officer in less than 70 days from start to finish.

HIRING SUCCESS

Louisville Metro Government, KY



The government of Louisville, Kentucky, headquartered at Louisville City Hall in Downtown Louisville, is organized under Chapter 67C of the Kentucky Revised Statutes as a First-Class city in the state of Kentucky.

The Louisville Metro Government hired Gomez Partners to perform a national executive search to hire a diversity candidate to fill the role of the **Inspector General** to manage the operations of the respective departments within the institution.

Gomez Partners sourced a variety of candidates with a focus on diversity and inclusion, successfully filling the roles of the Inspector General in less than 70 days from start to finish.

HIRING SUCCESS

Snohomish County, Public Works Division, WA



Public Works is the largest department in Snohomish County and responsible for many services that effect residents' lives on a daily basis. Those services are divided into two main categories: Roads and Solid Waste.

Snohomish County hired Gomez Partners to perform a national executive search to hire a diversity candidate to fill their role of **Public Works Supervisor IV** to manage the Engineering Services Division of the Public Works Department.

Gomez Partners sourced a variety of candidates with a focus on diversity and inclusion, successfully filling the role of Public Works Supervisor IV in less than 70 days from start to finish.

HIRING SUCCESS

Feeding America, Chicago IL







Feeding America is a United States Nonprofit Organization that has a nationwide network of more than 200 food banks that feed more than 46 million people through food pantries, soup kitchens, shelters and other community based agencies.

Gomez Partners sourced a variety of candidates filling each position in less than 70 days. The roles filled were **Director of Talent Management, Vice President, Financial Planning,** and **Vice President of Compensation and Performance.**

HIRING SUCCESS

UMOS, Milwaukee WI



UMOS

Building Better Futures











In 1965, UMOS was formed by community and faith leaders who recognized the unmet needs and aspirations of migrant and seasonal farmworkers. While never forgetting its origins and initial population, UMOS expanded its programs and services to assist people of all ethnic, racial, and linguistic backgrounds who struggle to meet their needs and dream of a better life for themselves and their families.

UMOS hired Gomez Partners to perform a National Executive Search to hire a diversified candidate to fill the role of **CEO and President**. We sourced a variety of candidates with a focus on diversity and inclusion, filling the position in less than 70 days.

HIRING SUCCESS

GOMEZ PARTNERS



The Community & Economic Development Association (CEDA), is an organization that fosters community development and economic growth in Cook County, IL. With a mission to empower individuals, CEDA implements programs and initiatives to address various ways of promoting community well being.

By working collaboratively with communities, CEDA aims to enhance overall quality of life, promote economic stability, and create a positive impact on the individuals they serve.

CEDA hired Gomez Partners to perform a national executive search to fill the roles of **Chief Executive Officer** and **Director of Programs**.

We successfully filled both roles with diversity candidates in under 70 days, from start to finish.

Client References

GOMEZ PARTNERS

REFERENCE 1:

Company Name: New York Metropolitan Transportation Authority
Address: 130 Livingston Street, Kings Brooklyn, NY 11201
Contact and Title: Shawn Moore, Chief Administrative Officer
Telephone Number: (646) 252-4294
Email: Shawn.Moore@mtacd.org

REFERENCE 2:

Company Name: City of Wichita
Address: 3015 E. 21st Street, N. Wichita, KS 67214
Contact and Title: Michael Tann, Director
Telephone Number: (814) 490-4993
Email: Mtann@wichita.gov

REFERENCE 3:

Company Name: Feeding America
Address: 1734 E 41st St, Los Angeles, CA 90058
Contact and Title: Maritza Ruano, VP Compensation & Performance
Telephone Number: (312) 273-5945 X 6055
Email: MruanoFeedingAmerica.org

REFERENCE 4:

Company Name: United Migrant Opportunity Services (UMOS)
Address: 2701 S. Chase Avenue, Milwaukee WI 53207
Contact and Title: Margaret Fischbach, General Counsel
Telephone Number: (414) 389-6019
Email: Margaret.fischbach@umos.org

REFERENCE 5:

Company Name: Community and Economic Development Association of Cook County (CEDA)
Address: 567 West Lake Street, Suite 1200, Chicago, IL 60661
Contact and Title: Harold Rice, President and CEO
Telephone Number: (312) 795-8876
Email: Hrice@apcc-chgo.org

GOMEZ PARTNERS

Our Leadership Team



David Gomez
President & CEO



Richard Gomez,
Dir. of Finance & Operations,
CPA



Matthew Lambert
Client Service Manager
& Executive Recruiter

GOMEZ PARTNERS

David Gomez

President & CEO

Professional Bio:

A steadfast visionary leader, David Gomez has been serving the Executive Search Industry as a leader of leaders since founding Gomez Partners in 1978.

A first-generation Mexican from immigrant parents, David comes from humble beginnings, fueling his ambition that catapulted him to business success. Overcoming racial and financial barriers, David leaned on his strengths to navigate his path to reaching his dreams.

Perfecting his business craft, David's skill in diversity consulting has earned him a consistent and prominent presence on the pages of national media and trade publications including The Wall Street Journal, Latino Leaders, Dinero Magazine, and Negocios Now.

His passion for diversity and inclusion has coined him "The King of Diversity," establishing himself as a relentless diversity and inclusion advocate. David has served as a vital catalyst for the development of valuable organizations, alliances, and advance professional opportunities for Executives of color. Some of these include but are not limited to:



"Trusting in God to bring forth the best version of myself. Heal the Soul and the Body will follow. Every Day do your best and trust God to take care of the rest!"

-David Gomez, Founder & CEO

- An integral role in the development of The New American Alliance.
- Assistance in the development of Harvard University's Business School certificate program, catering to the unique needs of Latino professionals.
- Member of the Executive Committee of The United States Hispanic Chamber of Commerce.
- Co-founded the University of Southern California's Marshall School of Business Executive Development Certificate of Professional Candidacy and Responsibility.
- A guest and keynote speaker for organizations that include the National Society of Hispanic MBAs and the National Black MBA Association.

David Gomez continues to serve as the fearless visionary leader of Gomez Partners, continuing to disrupt the Executive Professional Industry by instituting effective diversity strategies that nurture diverse and inclusive corporate environments.

GOMEZ PARTNERS

Richard Gomez

Director of Finance & Operations, CPA

Professional Bio:

Driven with a passion for small business management and entrepreneurship, Richard Gomez serves as the Director of Finance & Operations for Gomez Partners. As a team leader, Richard is in charge of the day-to-day operations with a strong focus on investing in his team, using professional development as the catalyst.

Applying both grit and grace to his leadership approach, Richard believes a key to success is taking the time to embrace the delicate balance between our professional and personal lives.

With more than 13 years of experience in recruiting and business finance, Richard specializes in optimizing operational performance, financial budget management, and identifying and mitigating risks. Richard came to Gomez Partners in 2018 with the hope of making an impact for diverse professionals searching for career advancement opportunities.



"Motivation gets you going and habit gets you there."
- Zig Ziglar

Completing his higher education at The University of Illinois at Urbana-Champaign, Richard earned Bachelor of Arts and Master of Science degrees in Accounting. Richard is an active member of The American Institute of Certified Public Accountants, Illinois CPA Society, and seeks to complete the process of becoming a Chartered Financial Analyst.

Committed to personal development, Richard is an avid reader, challenging himself to improve daily. A dedicated husband and father of seven children, Richard invests his free time into raising his family and mentoring the next generation of leaders through his passion for teaching and coaching hockey.

GOMEZ PARTNERS

Matthew Lambert

Client Relationship Manager and Executive Recruiter

Professional Bio:

Matt has a results-oriented mindset and passion for connecting talent with opportunity as Gomez Partner's Client Relationship Manager & Executive Recruiter. With over 8 years of experience in Technical Recruiting, Matt brings a unique focus and perspective to filling positions across a variety of industries, managing the entire candidate recruitment life cycle. Matt's commitment to professional growth is evident in his approach to recruitment, as he blends strategic thinking with a deep understanding of industry trends. His ability to build strong relationships and his keen eye for talent contribute significantly to his success.



"If you are working on something you really care about, you don't have to be pushed, the vision pulls you." **-Steve Jobs**

Matt begins by creating and implementing marketing campaigns to attract top talent. His detailed approach enables him to meticulously vet candidates, ensuring they meet specific needs of each client. Matt is adept at working with candidates to refine their resumes to highlight their individual strengths and accomplishments. Matt also assists candidates prior to interviews, providing them with useful background information and helping them to prepare for success.

With the goal of optimizing candidate sources, Matt engages in extensive networking and community outreach to build strong relationships and expand his talent pool. He attends industry events, collaborates with professional organizations, and leverages social media platforms. His dedication to excellence and his highly personal approach ensures that both clients and candidates receive exceptional support and guidance throughout the recruitment process.

GOMEZ PARTNERS

COST PROPOSAL

Confidential

CLIENT	City of Folsom
POSITIONS	Public Works Director

PROJECT DETAILS

Work Agreement AND CLIENT PARTICIPATION	David Gomez Partners, Inc. (herein referred to as "GP") will assist the City of Folsom to recruit, hire, and onboard new employees. This agreement will take effect when the Cost Proposal is signed by a City of Folsom Executive. Throughout the course of any project, we will provide you with incremental information as we receive it. Should you wish to alter the scope, sequence, target organization, any facet of the project, or decide to hire an internal candidate, please notify the President and CEO, David Gomez. Should the changes materially affect the a) feasibility, b) projected completion time, or c) cost, we will need to mutually agree on a Role Specification and fee structure.
FEE AND MISC. FEES	The Expected Fee, payable in multiple installments as outlined in the below fee structure section is based on 22.5% of the position average salary. The above expected fee excludes all travel and expenses for candidate interviews and Gomez Partners travel to be covered by the City of Folsom. **A reduced fee can be negotiated if multiple searches are awarded.**
PAYMENTS	In consideration of the Services provided by GP pursuant to this Cost Proposal, both parties agree that: **a.** The Expected Fee will be divided into multiple payments as outlined in the subsequent paragraphs. **I.** City of Folsom will remit the first one-third of the Expected Fee, upon signing by both parties of this Cost Proposal and upon submittal of the GP work plan. **II.** City of Folsom will remit the second one-third of the Expected Fee, upon acceptance of three (3) candidates as bona fide candidates for the position under search and is due upon receipt. **III.** City of Folsom will remit the remainder of the Expected Fee, after the successful candidate's signing of an offer letter and mutually agreed start date, which is due upon receipt.
PERFORMANCE GUARANTEE	If in the first 12 months of employment the hired candidate is asked to leave for reasons of under-performance, or leaves of their own volition, provided that there has not been a material change in the nature or location of the position, we will relaunch a search for a new candidate, under the original Role Specifications. In such case, we will do so for no additional professional fee, though charging expenses as provided for in this original search. If the nature, location, or reporting structure has changed materially since we closed on the original hire, we will need to mutually agree on a revised Role Specification and fee structure.

GOMEZ PARTNERS

MBE Certification

David Gomez Partners, Inc. is a Certified Minority Business with less than 10 employees, and registered with the *City of Chicago and is in good standing. Please see proof of certification below:*

CITY OF CHICAGO

DEPARTMENT OF PROCUREMENT SERVICES

DEC 16 2020

David Gomez
David Gomez Partners, Inc.
1100 Jorie Boulevard, suite 126
Oak Brook, IL 60523

Dear Mr. Gomez:

We are pleased to inform you that **David Gomez Partners, Inc.** is certified as a **Minority-Owned Business Enterprise ("MBE")** by the City of Chicago ("City"). This **MBE** certification is valid until **11/1/2025**; however, your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. Therefore, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

THANK YOU

FOR YOUR CONSIDERATION

CITY OF
FOLSOM



Contact Us

GOMEZ PARTNERS

630-756-2673

www.DavidGomezPartners.com

1100 Jorie Blvd, #126, Oak Brook, IL 60523

ATTACHMENT 4



EXECUTIVE RECRUITMENT SERVICES

PUBLIC WORKS DIRECTOR

CITY OF FOLSOM

Submittal date: February 12th, 2025

Koff & Associates
A Gallagher Company

Submitted by:
Koff & Associates
2835 Seventh Street
Berkeley, CA 94710

Frank Rojas
Recruitment Manager
Frank_Rojas@ajg.com
510.495.0448
KoffAssociates.com

Koff & Associates
A Gallagher Company

Gallagher

February 12, 2025

Allison Garcia, Human Resources Director
City of Folsom
50 Natoma Street,
Folsom, CA 95630

Dear Ms. Garcia,

Thank you for the opportunity to submit our proposal to assist the City of Folsom with Executive Recruitment services. We are excited about the possibility of developing this partnership and supporting the City with the search for its next Public Works Director. Koff & Associates (K&A), a Gallagher company, is uniquely qualified based on over 38 years of assisting public agencies with finding and placing candidates dedicated to public service.

Our unique selling proposition lies in K&A's experience supporting public sector clients in California and throughout the USA. Through our investment in modern recruitment technology, we offer forward-thinking services that not only provide advanced extensive sourcing and outreach but allow us to tell the story of each project through easy-to-understand data.

Conducting countless executive search efforts has made K&A an expert in identifying, targeting, recruiting, and successfully placing women and minority candidates in many of our recruitments. Diversity recruiting is an area of focus, and our firm has a vast pool of resources at our fingertips to provide outreach on an industry-wide basis to the public and private sector for qualified candidates nationwide. We pride ourselves on transparency, flexibility, and quality work.

As K&A's Recruitment Manager, I am available to answer questions about this proposal, as well as our team and recruitment services. You can reach me at (510) 495-0448 or Frank_Rojas@ajg.com.

Sincerely,

Frank Rojas
Recruitment Manager

Koff & Associates
A Gallagher Company

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Table of Contents

Business Information 1

Experience and Qualifications 1

Recent Successful Recruitments 2

Project Team 6

Project Approach / Methodology 7

References 11

Pricing Proposal 12

Professional Services Agreement Acknowledgement 13

Signature Page 14

Attachment: Sample Brochure

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BUSINESS INFORMATION

Koff & Associates ("K&A") is a full spectrum, public-sector human resources and recruiting services firm founded by Gail Koff in 1984 and has been assisting cities, counties, special districts, other public agencies, and non-profit organizations.

As of April 30, 2021, we merged with Arthur J. Gallagher and are now officially a Gallagher Division. Our headquarters are in Berkeley, CA, and we have satellite offices in Southern California, the Central Valley, the Sacramento Region, and the Western US Region. GALLAGHER BENEFIT SERVICES, INC. is our legal name. It is a Delaware company, and the FEIN is 36-4291971.

EXPERIENCE AND QUALIFICATIONS

With nearly 40 years of HR experience, Koff & Associates knows public sector employment inside and out. We are familiar with public sector organizational structures, agency missions, operational and budgetary requirements, and staffing expectations. Our team is ready to support you at any level you wish – providing sourcing expertise, full-cycle recruitment at the start of your search through the start date of your newest employee, and everything in between.

We build enduring relationships	K&A provides personal attention to and creates long-term relationships with our clients. Because we care about and understand your organization's people, culture, leadership, and unique needs, we identify highly qualified candidates to support your goals.
We value strength in diversity	With our focus on inclusion, networking, and advertising with minority-based associations, we source top talent and our placements reflect the Agencies we serve.
We leverage innovative search technology	K&A identifies candidates which traditional recruiting strategies may miss. We leverage innovative sourcing methodologies and technologies for a robust and advanced sourcing strategy that will attract hard to find passive job seekers.

Our long list of clients indicates our firm's reputation as a quality organization that produces comprehensive, sound, and cost-effective results. K&A is "hands on" and responsive with the ability and expertise to identify the ideal candidate(s) for the City of Folsom.

K&A uses its vast network to leverage recommendations and referrals of past clients in combination with modern sourcing techniques and technology to build the best candidate pools in the market. We are a team of true recruiters with over 60 years of combined experience. Our work speaks for itself, and our primary goal is to provide professional and technical consulting assistance with integrity, honesty, and a commitment to excellence.

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RECENT SUCCESSFUL RECRUITMENTS

Following is a partial list of recent executive recruitments conducted by the K&A recruitment team:

Agency	Title	Year
City of El Monte	**Public Works & Utilities Director,** Director of Human Resources, Chief of Police	2025, 2023 – 2022
City of Commerce	**Public Works Director**	2024
City of Gilroy	City Engineer/Transportation Engineer, **Public Works Director,** Utilities Director, Fire Division Chief, Finance Manager, Fleet Superintendent	2024 – 2021
City of Lawndale	**Director of Public Works / City Engineer,** Director of Finance / City Treasurer	2024, 2022
City of Lomita	**Public Works Director,** Water Systems Superintendent	2024
City of Los Banos	Finance Director, **Assistant Public Works Director,** Assistant Fire Chief	2024
City of Oxnard	Library Manager, Associate Traffic Engineer, Chief Financial Officer, Environmental Resources Division Manager, Safety Training Officer, Planning & Environmental Manager, Budget Manager, Senior Planner, City Traffic Engineer, Assistant Director of Housing, **Assistant Public Works Director (Water Utilities),** Controller, **Public Works Director**	2024 – 2021
City of Woodland	**Deputy Director of Public Works – Utilities**	2024
City of Avalon	**Public Works Director**	2023
City of Millbrae	Director of Community Development, **Public Works Director**	2023 – 2022
City of San Bernardino	City Manager, Deputy Director of Human Resources (Risk), Director of Human Resources, Chief of Police, **Director of Public Works**	2023 – 2021
City of Seaside	Senior Civil Engineer, **Assistant Public Works Director,** Assistant Civil Engineer, Associate Planner, Assistant Planner	2023 – 2021
County of Butte	**Assistant Public Works Director (2)**	2022
City of Chico	**Public Works Director**	2021
Bay Area Water Supply and Conservation Agency	Chief Executive Officer/General Manager	2024
California Utilities Emergency Association	Executive Director	2024
City of Bell	Accounting Manager	2024
City of Chula Vista	Deputy City Manager	2024
City of East Palo Alto	Assistant City Manager, Chief of Police, City Manager	2024 – 2023
City of Glendale	Water Engineering Manager	2024
City of Hayward	Accounting Manager	2024
City of La Mesa	Assistant Community Development Director, Risk Manager, Director of Human Resources	2024

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City of Menlo Park	Assistant Administrative Services Director (Finance), Human Resources Manager	2024 – 2023
City of Oceanside	Director of Human Resources & Risk Management, City Manager, Risk Manager	2024, 2022
City of Ontario	Accounting Administrator, Budget Administrator, Accounting Supervisor, Investments & Treasury Officer, Assistant Community Development Director	2024 – 2023
City of Palm Springs	Airport Deputy Director, Planning & Engineering; Senior Civil Engineer; Fire Chief; City Manager	2024 – 2023
City of Palmdale	Community & Economic Development Director, Deputy Director of Human Resources	2024
City of Palo Alto	Assistant Director of IT, IT Project Manager (Senior Technologist), Water Treatment Plant Manager, Water Quality Control Plant Assistant Manager	2024
City of Patterson	Fire Chief, Director of Recreation & Community Services, Director of Finance	2024 – 2022
City of Pomona	Development Services Director	2024
City of Rancho Palos Verdes	Human Resources & Risk Manager, Principal Engineer, Associate Engineer – Utilities (Capital Projects), Associate Engineer – Utilities (Operations), Senior Engineer – Transportation/Traffic (Operations), Senior Engineer – Civil/Roadway (Capital Projects)	2024 – 2023
City of Redlands	Director of Human Resources	2024
City of Rialto	City Engineer, Director of Finance, Assistant City Manager, Assistant Director of Finance, Director of Community Development, Director of Engineering Services/City Engineer	2024 – 2022
City of Richmond	Senior Civil Engineer, Director of Finance, Information Technology Manager, Deputy Director of Community Resources, Employment and Training; Budget Administrator and Accounting Manager	2024 – 2021
City of Riverside	Utilities General Manager, Deputy Finance Director, Debt & Treasury Manager, Budget Manager	2024 – 2022
City of San Leandro	Assistant Finance Director	2024
City of Sanger	City Manager	2024
City of Scottsdale, AZ	Economic Development Director	2024
City of Stockton	Chief Financial Officer	2024
City of Tulare	Chief Financial Officer	2024
City of Visalia	Administrative Services Director	2024
Coachella Valley Water Dist.	Associate Engineer- Stormwater and Sanitation, Director of Environmental Services	2024 – 2023

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County of Riverside	Director of Animal Services, Director of Human Resources, Department Public Information Officer I, DEI (Diversity, Equity, and Inclusion) Officer, County Counsel	2024 – 2022
County of San Bernardino	County Labor Relations Chief, Chief of Homeless Services	2024 – 2023
Golden Gate Bridge Highway & Trans. District	Senior Electrical Engineer/Construction & Facilities	2024
Irvine Ranch Water District	Collections Manager, Accounting Supervisor, Senior Human Resources Analyst, Human Resources Analyst	2024 – 2023
Marin/Sonoma Mosquito & Vector Control District	District Manager	2024
Metropolitan Water District of Southern CA	Climate Adaption Planning Program Manager, Conveyance and Distribution Group Manager, Integrated Support Services Group Manager, Treatment and Water Quality Group Manager	2024
Mid-Peninsula Water Dist.	Administrative Services Manager	2024
North County Transit Dist.	Chief People Officer, Chief Executive Officer	2024
Ontario Municipal Utilities Company	Utilities Customer Service Director	2024
Port of Long Beach	Director of Security	2024
San Bernardino County Transportation Authority	Chief Financial Officer	2024
San Bernardino Superior Court	Human Resources Business Partner	2024
Santa Clarita Valley Water Agency	Controller	2024
Solano Transportation Agency	Finance and Budget Manager, Director of Projects, Senior Accountant, Program Coordinator	2024, 2022
State Bar of CA	Chief Information Officer	2024
West Valley Water District	Chief Financial Officer, Director of Engineering, Assistant General Manager, General Manager	2024 – 2023
Westlands Water District	General Counsel	2024
California Association of Sanitation Agencies	Manager of Association Services	2023
City of Long Beach	Data Center Officer, City Treasurer	2023 – 2022
City of Los Altos	Housing Manager	2023
City of Modesto	Engineering Division Manager – Utilities, Wastewater Division Manager	2023 – 2022
City of Pasadena	Director of Parks, Recreation and Community Services; Director of Library & Information Services; Chief of Police; Controller	2023 – 2022
City of Pittsburg	Water Utilities Manager, Assistant City Engineer	2023

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City of Salinas	Planning Manager, Assistant Finance Director, Senior Civil Engineer, Chief of Police, Finance Director	2023 – 2021
City of San Jose	Assistant Chief Information Officer, Chief Information Officer	2023 – 2022
City of Santa Fe Springs	City Manager	2023
City of Santa Monica	City Engineer, Director of Transportation	2023
City of Signal Hill	City Manager	2023
City of Soledad	City Manager	2023
City of Vista	Director of Engineering, Director of Community Development, Assistant City Manager, Fire Chief	2023
City of West Hollywood	Economic Development Director	2023
Contra Costa Water District	Assistant General Manager (Water Resources, Operations, & Maintenance), Assistant General Manager (Engineering & Construction), Director of Finance	2023 – 2022
East Bay Regional Park Dist.	Chief of Interpretive & Recreation Services, Chief of Design & Construction, Chief Information Officer	2023 – 2022
Fresno Irrigation District	Senior Civil Engineer	2023
Mtn. House Community Services District	Utilities Manager	2023
Mtn. View Sanitary Dist.	Chief Plant Operator/Wastewater Operations Manager	2023
Orange Co. Mosquito & Vector Control District	Director of Human Resources	2023
South San Joaquin Irrigation District	Telemetry System Supervisor, Finance and Administration Manager	2023 – 2022
South Tahoe Public Utility District	General Manager	2023
Transportation Corridor Agencies	Chief Capital Program Officer	2023
Valley Sanitary District	General Manager	2023
Yolo Transportation District	Director of Finance & Administration	2023
Alameda Housing Authority	Administrative Manager	2022
California Assoc. - Local Agency Formation Commissions	Executive Director	2022
City of Berkeley	Accounting Manager, Director of Information Services, Director of Engineering	2022 – 2021
City of Calexico	Chief of Police, City Manager	2022
City of Carson	Director of Finance, Public Works Operations Manager	2022

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PROJECT TEAM

Frank Rojas
Recruitment Manager

Frank brings more than thirty (35) years of recruiting experience from the highly competitive direct placement and contracts labor industries and the corporate environment. He has significant experience placing corporate leaders, executive, professional, and technical staff, including individual contributors for the government sector, non-profits, aerospace, architectural and engineering, information technology, petroleum and chemical, energy, power, civil/structural, transportation, and private industry.

Frank began his career in Contract Labor. Over the next 30+ years, he launched seven start-up offices in several states and locations, providing direct placement and contract support to hundreds of clients in virtually all industries and levels of talent. He continued his career in the non-profit environment, managing and building talent acquisition support during significant growth periods. Having been a speaker at several networking and career coaching venues, Frank believes in utilizing traditional recruiting methodology with social media.

In addition to recently completing recruitments for the City of Vista, County of Riverside, City of Riverside, City of Pasadena, and West Valley Water District, recent successful efforts include positions of Public Works Director, Economic Development Director, City Manager, Finance Director, Animal Services Director, Director of Human Resources, City Treasurer, DEI Officer, Chief of Police, and Director-level hires for Information Technology, Social Services, Community Development, Community Services, Fire Chier and Division/Site General Managers.

Frank has been named in the top 1% viewed profiles on LinkedIn and has established a strong client and customer base through trust, effective recruiting, relationship building, and teamwork.

Chelsea Freeman
Recruiting Supervisor

Chelsea's professional experience includes almost 20 years in Human Resources which includes both the public and private sectors. She began her HR journey in private-sector manufacturing and then later transitioned to the public sector. Her previous role was as the Classification, Compensation, and HR Operations Manager at California State University, Monterey Bay, where she was responsible for developing and implementing a compensation philosophy for staff and faculty, as well as implementing process improvement efforts within the HR operations. She provided ongoing consultation to executives relating to organizational effectiveness, recruiting, and best practices in hiring which included Diversity and Inclusion training and properly classifying and compensating employees.

Since joining K&A, a Gallagher company, Chelsea has partnered her classification and compensation experience, marketing skills, and recruitment experience to bring a full-service experience to all clients. She currently manages full-cycle recruitments for California public sector agencies including cities, counties, and special districts. She provides supervisory oversight for technical, professional, and management recruitments.

Chelsea earned her B.A. degree in Communications from Sonoma State University.

Ember Plummer
Recruitment Coordinator/Project Support

Ember supports the Koff & Associates team as a Recruiting Coordinator/Project Support. Since joining K&A, they have helped to develop efficient processes to streamline recruiting services. They support the recruiting team in a broad range of administrative needs and in preparing reports and documentation for clients. Ember earned their B.A. in English Language & Literature and World Literature from Smith College in Northampton, MA.

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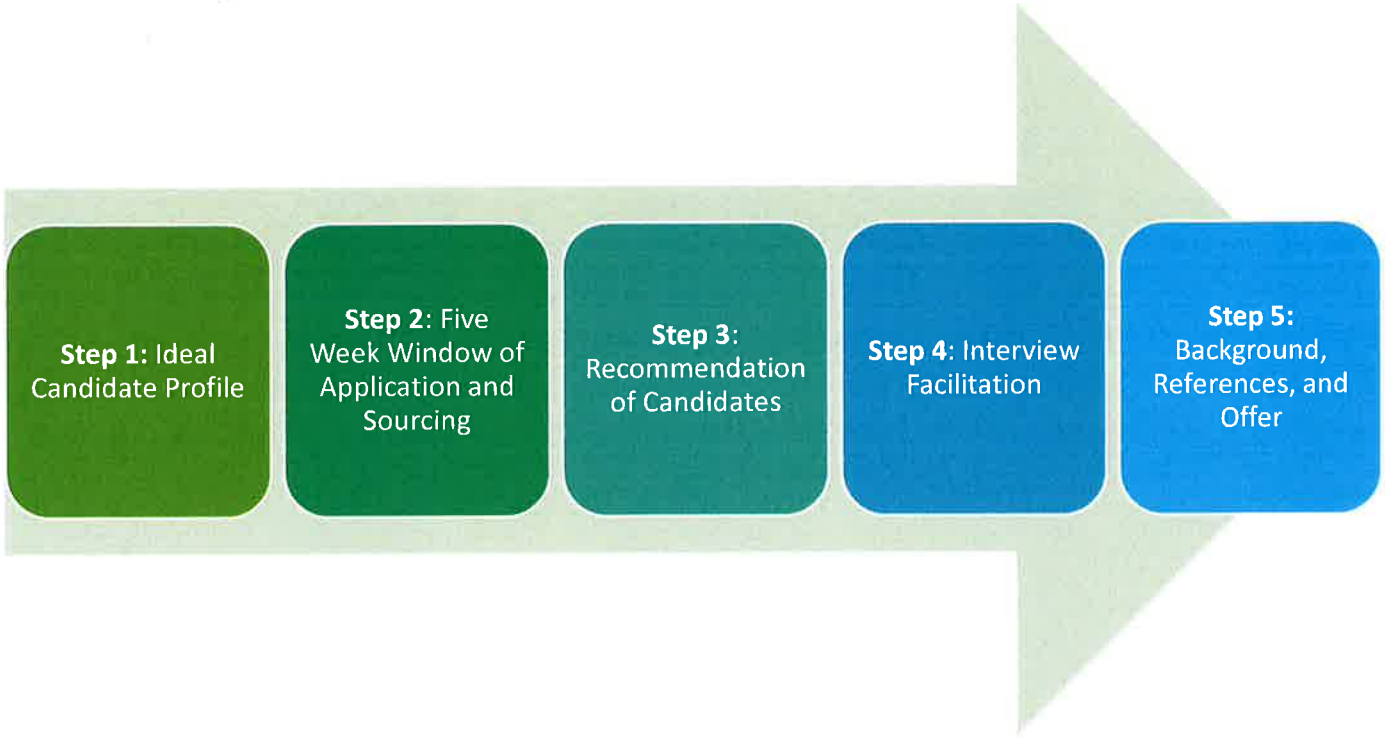
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PROJECT APPROACH/METHODOLOGY

Our philosophy ensures thorough, thoughtful, and strategic sourcing, evaluation, selection, and vetting of candidates. We reach out directly to potential candidates, referral sources, professional associations, and user groups, etc. by using business media, outreach emails, general advertising, **and most importantly picking up the phone and actively calling passive applicants**. This strategy also includes focused advertising on websites and in publications specific to women and minority candidates.

K&A will provide weekly progress reports to the City and participate in conference calls and onsite meetings as requested.

We are responsible for ensuring compliance, adhering to, and maintaining all legally mandated documentation throughout the process.



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Step 1: Ideal Candidate Profile

Developing the profile for the ideal job candidate for the position is crucial for a successful search process.

We will coordinate with the City in identifying and developing:

- The various organizational needs, vision, mission, goals, strengths, challenges, opportunities, and culture of the organization;
- Position competency requirements, i.e., knowledge, skills, and abilities;
- Personal and professional attributes required of and priorities for the new incumbent;
- Type of working relationship senior leadership desire with the new incumbent;
- Advertising strategies in conjunction with a national and/or regional outreach campaign;
- Compensation levels; and
- Schedule of deliverables from K&A.

After meeting(s) with the City, there will be a consensus of the key qualifications and characteristics of the position and the process, action plan, and timetable to be utilized for the recruitment process.

Brochure Design & Posting

Following the development of the candidate profile, an eye-catching recruitment brochure will be professionally produced in coordination with the City's feedback. The brochure will highlight the strengths of the City of Folsom and the surrounding community. The brochure will feature the organizational structure and services of the City, its mission and goals, pertinent facts regarding the position, and necessary and desirable candidate qualifications.

Step 2: Five Week Window of Application & Sourcing

K&A can, at the request of the City, facilitate community surveys or community outreach forums to encourage feedback from residents. A report of resident comments will be provided to the City prior to first-round interviews.

Our effort will include a variety of activities designed to build the best available candidate pool. Our techniques and methodologies allow us to source from extensive pools of potential candidates and referral sources.

In coordination with the City, K&A will:

- Identify prospects;
- Provide each potential candidate with access to the recruitment brochure;
- Capture interested candidates in our recruitment project database; and
- Provide representative data to the City, including candidate documents, interview notes, and an outline of the recruitment process.

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Step 3: Recommendation of Candidates

K&A will provide the City with a report of the leading candidates to further narrow the pool to the most highly qualified and establish the best organizational fit of each potential finalist. This screening process is specifically designed to assess the personal and professional attributes the City has identified and will focus on each candidate's ability, technical competency, and fit with the City's values, culture, and needs. Our assessment will consist of:

- Experience and qualifications;
- Cultural fit based on our understanding of essential intangibles;
- Clarity of any issues identified in the submitted documents;
- Reasons for position interest,
- The level of commitment to the position and the organization; and
- Other issues, including salary requirements.

Step 4: Interview Facilitation

We will advise and develop interviewing strategies and a menu of questions that will help analyze candidates' qualifications and management/work styles. We will facilitate all necessary communications with the City and candidates to ensure everyone is well prepared.

Interview questions will elicit information about each candidate's technical skill set, experience, leadership skills, adaptability, political astuteness, self-awareness, and other important aspects of the ideal candidate profile.

Questions, evaluation tools, and additional materials will be assembled in intuitive and user-friendly interview packets. We will use evaluation criteria agreed to by the City.

The Project Manager will coordinate interviews, interview schedules, and finalize the process. We will provide oversight during the panel interview process and facilitate a focused discussion with the City at the beginning and conclusion of the interviews to identify the most qualified candidate(s) for final interviews.

Step 5: Background, References, and Offer

K&A provides a thorough and quality reference and background check process for our clients. We start by calling candidates' employment and professional references and having an in-depth discussion, covering their strongest business characteristics, work style, interpersonal skills, and position-specific knowledge. All references will be documented and presented in a concise, user-friendly manner.

Background checks are conducted in coordination with a third-party firm to verify educational degrees and employment records and confirm clear driving records, criminal records, and financial history/credit. Reports can be tailored to clients' needs upon request. Safety for clients and their communities is our priority, so rest assured that we, as well as our background contract firm, meet or exceed relevant reporting requirements.

K&A can facilitate and lead the negotiations of the final terms and conditions of employment, such as the compensation package, benefits, and other perquisites (perks). We will notify all candidates not selected as finalists for the position.

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Project Schedule

The following is a typical schedule for conducting recruitment efforts. Search efforts for executive recruitments generally take twelve to fourteen (12-14) weeks to complete, allowing enough time for all steps of the process and client schedules.

Weeks	2	4	6	8	10	12	14
Step 1							
Step 2							
Step 3							
Step 4							
Step 5							

K&A Diversity Statement

In 2024, **72% of our placements were women or people of color.** We source candidate pools that are representative of our clients' communities, and we present highly achieved slates of finalists with the same diversity. We use a variety of industry-specific diversity advertising to source a diverse and representative population of candidates. For example, a Fire Chief advertising campaign included posts to International Association of Women in Fire & Emergency Service - Women in Fire, International Association of Black Professional Fire Fighters, Inc., National Association of Hispanic Firefighters, and International EMS & Firefighters Pride Alliance.

This statement serves to reaffirm our commitment to providing equal employment opportunities to all employees and applicants for employment in accordance with equal opportunity and affirmative action laws.

We affirm our personal and official support of these policies, which provide that K&A is committed to implementing the affirmative action policies, programs, and procedures included in this plan to ensure that employment practices are free from discrimination. Employment practices include but are not limited to the following: hiring, promotion, demotion, transfer, recruitment or recruitment advertising, layoff, disciplinary action, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. We will provide reasonable accommodation to applicants and employees with disabilities.

Koff & Associates
A Gallagher Company

Gallagher

REFERENCES

We are proud of our past recruitment work with clients to successfully place candidates to meet their organization's needs.

Recruitment & Agency	Contact
City of Riverside DEI (Diversity, Equity, and Inclusion) Officer, Debt & Treasury Manager, Budget Manager	Edward Enriquez CFO (951) 826-5972 EEnriquez@riverside.gov 3900 Main St, Riverside, CA 92501
City of Palm Springs Fire Chief, City Manager	Stephanie George Director of Human Resources (760) 323-8217 Stephanie.George@palmspringsca.gov 3200 E. Tahquitz Canyon Way Palm Springs, CA 92262
City of Pasadena Director of Library & Information Services, Chief of Police, Controller, Director of Parks Recreation and Community Services	Tiffany Jacobs-Quinn Human Resources Director (626) 744-4126 tjocobsquinn@cityofpasadena.net 100 Garfield Ave, Pasadena, CA 91101
West Valley Water District General Manager	Haydee M. Sainz Human Resources & Risk Manager (909) 820-3712 hsainz@wvwd.org 855 W. Baseline Rd. Rialto, CA 92377

Koff & Associates
A Gallagher Company

Gallagher

PRICING PROPOSAL

Project

- Public Works Director

Professional Fee and Expenses

- Total not-to-exceed professional fee of $25,000, which includes all professional services and expenses, including brochure development and design, advertising, printing and shipping, associated consultant travel if required, and background.
- Invoices will be billed monthly in four equal increments of $6,250.

Note: Expenses do not include candidate travel.

Optional: Recruitment Video

In addition to the standard recruitment brochure, K&A can develop a Recruitment Video to better highlight the positive elements of the organization and community. These videos have proven to attract more job seekers and effectively expand the talent pool. Videos run approximately three-minutes in length and highlight the workplace environment, local landscape, and include interviews with selected staff. This video is optional and costs $4,000.

Placement Guarantee

K&A is committed to recommending only the most qualified candidates who meet all the necessary requirements and qualifications and are also a cultural fit for the City. We proactively recruit for each search effort until a successful candidate is placed.

Therefore, we promise to present to the City a selective pool of candidates that met or exceeded our standards during the thorough screening processes and have been identified as ideal matches for the position. Should the City disapprove of all final candidates or should none pass the final interview and reference check process, we will work to find a new slate of candidates at no added cost, with the possible exception of necessary advertising.

In addition, for full recruitments for executive and mid-management positions, should the incumbent leave the position or be terminated from employment within 12 months of hire due to performance issues, we commit to conducting a one-time additional executive search to identify a replacement and only charge related expenses as described in the Pricing Proposal.

Overall, K&A's retention rate during the first 12 months of hire is robust and has been above 95% over the last several years.

Koff & Associates
A Gallagher Company

Gallagher

PROFESSIONAL SERVICES AGREEMENT ACKNOWLEDGEMENT

We will be pleased to sign the City's professional services agreement for recruitment services, however we respectfully request that the City will allow for a period of negotiation of certain terms in the professional services contract related to liability, indemnity, insurance, and other terms. We have found that we have always come to an agreement with all of our clients in the past and appreciate the City's flexibility in reviewing certain terms in a collaborative fashion between our legal counsels.

INSURANCE ACKNOWLEDGEMENT

Gallagher shall at all times during the term of this Agreement and for a period of two (2) years thereafter, obtain and maintain in force the following minimum insurance coverages and limits at its own expense:

- Commercial General Liability (CGL) insurance on an ISO form number CG 00 01 (or equivalent) covering claims for bodily injury, death, personal injury, or property damage occurring or arising out of the performance of this Agreement, including coverage for premises, products, and completed operations, on an occurrence basis, with limits no less than $2,000,000 per occurrence;
- Workers Compensation insurance with statutory limits, as required by the state in which the work takes place, and Employer's Liability insurance with limits no less than $1,000,000 per accident for bodily injury or disease. Insurer will be licensed to do business in the state in which the work takes place;
- Automobile Liability insurance on an ISO form number CA 00 01 covering all hired and non-owned automobiles with limit of $1,000,000 per accident for bodily injury and property damage;
- Umbrella Liability insurance providing excess coverage over all limits and coverages with a limits no less than $10,000,000 per occurrence or in the aggregate;
- Errors & Omissions Liability insurance, including extended reporting conditions of two (2) years with limits of no less than $5,000,000 per claim, or $10,000,000 in the aggregate;
- Cyber Liability, Technology Errors & Omissions, and Network Security & Privacy Liability insurance, including extended reporting conditions of two (2) years with limits no less than $2,000,000 per claim and in the aggregate, inclusive of defense cost; and
- Crime insurance covering third-party crime and employee dishonesty with limits of no less than $1,000,000 per claim and in the aggregate.
- All commercial insurance policies shall be written with insurers that have a minimum AM Best rating of no less than A-VI, and licensed to do business in the state of operation. Any cancelled or non-renewed policy will be replaced with no coverage gap, and a Certificate of Insurance evidencing the coverages set forth in this section shall be provided to Client upon request.

Koff & Associates
A Gallagher Company

Gallagher

SIGNATURE PAGE

We thank you for your consideration of our proposal. We are committed to providing high-quality service and investing in a long-term partnership.

This proposal is valid for ninety (90) days.

Respectfully submitted,

By: KOFF & ASSOCIATES
State of California



Frank Rojas **Date: February 12, 2025**

Recruitment Manager

City of El Monte, California

Public Works & Utilities Director



Kott & Associates



ABOUT THE CITY OF EL MONTE

The City of El Monte is the hub of the San Gabriel Valley, located approximately 12 miles east of downtown Los Angeles, where two major freeways, Interstate 10 and 605, intersect. El Monte offers its residents a mix of housing, employment, and community amenities. With an area of 9.6 square miles and a population of approximately 115,000, El Monte is characterized by an ethnically diverse and dynamic population, which is nearly 70 percent Hispanic and 25 percent Asian.

The community's residents share a growing pride and awareness that El Monte is a great place to live, work, and play. Over its history, the City has established an extensive portfolio of community assets. This includes an emerald necklace of rivers, quality neighborhoods, equestrian areas, and a historic downtown featuring a vibrant community center.

El Monte has established a reputation as one of the area's economic development leaders, with over one billion dollars in private investments under construction, approved or in the review process. This includes the Gateway Center mixed-use project with over 500 residential units and retail space adjacent to the El Monte Transit Center (the largest bus station on the West Coast), the 115,000 square foot Santa Fe Trails Shopping Center, and hotel and multiple mixed-use developments along significant corridors.

Major existing businesses include Longo Toyota (one of the largest auto dealerships in the United States), Home Depot, Sam's Club, and the regional offices of Cathay Bank.

GOVERANCE

The City was incorporated as a municipality in 1912 as a general law city. The five members of the City Council (including the Mayor) are elected at large, on a nonpartisan basis, and are responsible for overseeing the delivery of local government services. The City Council serves four year staggered terms and the Mayor is elected for a two year term. The City Clerk and City Treasurer are also elected to serve a four-year term. The City of El Monte is a full-service city with approximately 300 full-time employees and 300 part-time employees. The total General Fund budget for 2024-2025 is $72 million.

THE DEPARTMENT

— Department Operations —

The Public Works Department is comprised of six principal operating divisions: Engineering, Environmental Services, Public Works Maintenance, Transportation Services and Utilities.

Environmental Services

The Environmental Services Division manages solid waste collection, hazardous waste collection, and recycling services provided to the residents and businesses of the City of El Monte. This includes contract management for the private service providers contracted by the city to provide these services, management of a variety of waste and recycling grant programs and providing special outreach and educational programs relating to solid waste and recycling.

Engineering

The Engineering Division manages the design and construction of all capital improvement projects for the City's public infrastructure systems and public buildings/facilities; prepares technical studies/ reports; regulates construction activities within the public right-of-way by private entities and utility companies; and maintains infrastructure records. The Engineering Division also works closely with the Community Development Department and Building Division to perform plan review and inspection services of tract/parcel maps for subdivisions and grading and drainage improvements on private property; provides technical support to the Public Works Maintenance Division; and works with neighboring cities and regional agencies whose policies and projects affect the City of El Monte.



Public Works Maintenance

The Public Works Maintenance Division operates and maintains the City's public infrastructure systems and facilities including streets and medians, streetlights and traffic signals, the urban forest, sidewalks and pathways, parks, public buildings, bus stops and shelters, and maintains the hazardous waste collection storage facility. Public Works maintenance crews also help set up and clean up for city-sponsored special and holiday events throughout the year such as the Summer Concerts in the Park, Holiday House, Children's Day Parade, press conferences, etc.

Transportation

The Transportation Services Division manages and operates a variety of public transportation programs serving El Monte's residents and visitors. This includes five El Monte Transit routes, transportation for youth and senior services and events, a Dial-a-Ride program for senior and disabled residents, and a Commuter Shuttle services linking some of the regional transportation services provided by MTA and Metrolink within the city. The division also provides subsidized bus passes for El Monte residents and coordinates services with regional transit providers, and maintains the city's transportation vehicle fleet.

— Utilities Division —

Water

The City Water Division currently owns and operates a water system which encompasses the central business district and parts of the northwestern and southern portions of the City. There are approximately 3,460 active services which serve approximately 22,700 businesses and households. Currently there are six deep wells, one 1,000,000 gallon reservoir and a 200,000 gallon elevated tank utilized to serve this water supply. Revenue to support the Water Fund is exclusively from the sale of water. This Water Division crew monitors the system 24 hours a day, 7 days a week. Standby crews respond to emergencies on weekends, holidays and after hours.

Sewer

The City Sewer Division is responsible for the maintenance and repair of 8 sewage lift stations, 125 miles of mainline sewer pipeline and 2,687 manholes. This Division utilizes equipment (Vactor 2100 Jet Rodder truck) for cleaning the system's main lines, as well as a new state of the art camera truck (Cues Industries) to assist with the video inspection and recording of the structural integrity of the mainlines. This Sewer Division crew monitors the system 24 hours a day, 7 days a week. Standby crews respond to emergencies on weekends, holidays and after hours.

DEPARTMENT MISSION STATEMENT

The Public Works Department provides and maintains the City of El Monte's physical and environmental infrastructure systems and provides plan review and inspection for private building projects. We are dedicated to providing safe, functional and sustainable infrastructure systems that improve the quality of life for the residents, businesses and visitors of the City of El Monte in a responsive and cost-effective manner and in accordance with local, state and federal regulations. Our services cover streets, streetlights and traffic signals, the urban forest, sidewalks and pathways, parks, sewers and storm drains, the drinking water system, public buildings, solid waste collection, the City's public transportation services, and capital project delivery.

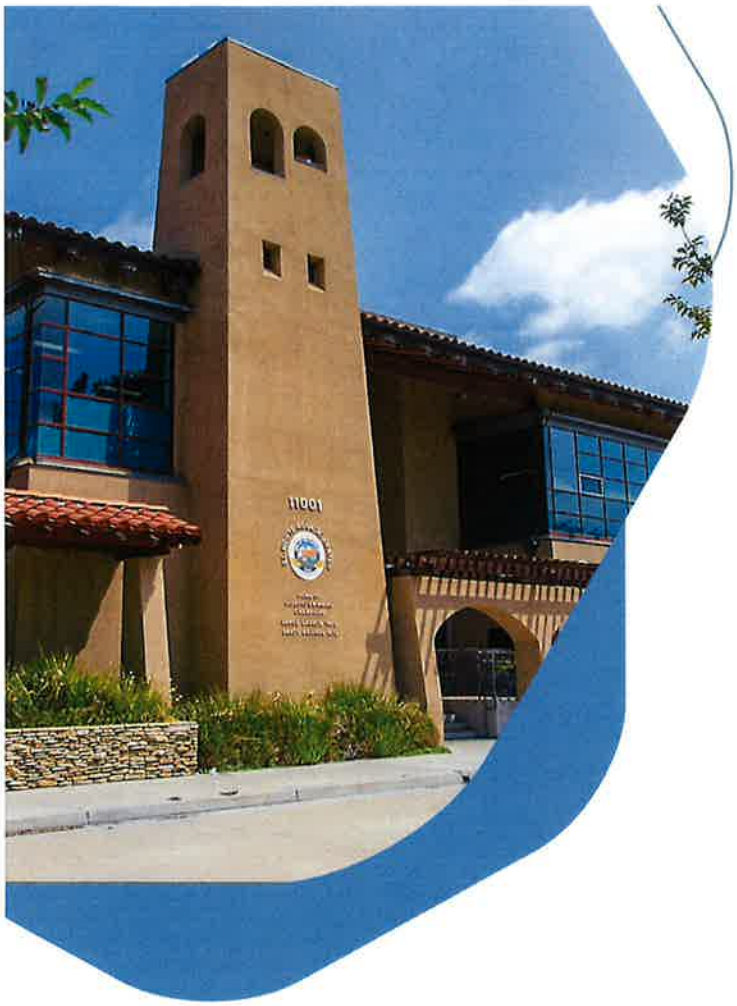
THE POSITION

Reporting to the City Manager, this position directs, plans, organizes, manages, and provides administrative direction and oversight for all functions and activities of the Public Works and Utilities Department including engineering, maintenance, transportation operations, short and long-term planning, environmental and utility divisions. This includes formulating departmental policies, goals, and directives, coordinating assigned activities with other City departments, officials, outside agencies, and the public, and fostering cooperative working relationships among City departments and with intergovernmental, regulatory agencies, and various public and private groups, and staff.

Successful performance of the work requires knowledge of public policy, City functions and activities, including the role of the City Council, and the ability to develop, oversee, and implement projects and programs in a variety of areas. The incumbent is accountable for accomplishing departmental planning and operational goals and objectives, budget, and for furthering City goals and objectives within general policy guidelines.

Duties and responsibilities include, but may not be limited to the following:

- Manage and participate in the development and administration of the department's budget.
- Selects, trains, motivates, and directs department personnel.
- Continuously monitor and evaluate the efficiency and effectiveness of service delivery methods and procedures.
- Monitors legal, regulatory, technology and societal changes and court decisions that may affect the work of the department; determines equipment acquisition, training programs and procedural changes to ensure retention of qualified staff and the provision of services to the community in an effective, efficient and economical manner.
- Oversee the development of consultant requests for proposals for professional services and the advertising and bid processes.
- Performs site inspections during construction to ensure all City and mandated safety rules, regulations and protocols are in compliance.
- Participates in and makes presentations to the City Council and a wide variety of committees, boards, and commissions.
- Attend and participate in professional group meetings; stay abreast of new trends and innovations in the field of public works and utilities.
- Prepare, review, and present staff reports, various management and information updates, and reports on special projects as assigned by the City Manager.
- Respond to public inquiries and complaints and assist with resolutions and alternative recommendations to ensure excellent customer service.
- Serve as a spokesperson for the department at a variety of community events, meetings, and other public relations activities.
- Performs other duties as assigned.



THE IDEAL CANDIDATE

The ideal candidate is a confident, strategic, and visionary leader and effective communicator with broad experience in all areas of public works, possessing extensive expertise managing staff and creating organizational structure and a sense of team and purpose. Water Utilities experience will be ideal. As the Director interacts with a variety of internal and external stakeholders, exceptional interpersonal skills and political acumen are of the utmost importance. The successful candidate will have a proven track record creating efficiencies, implementing best practices, and removing unnecessary bureaucratic obstacles, while establishing clear procedures and policies, both written and verbally. A background effectively engaging with labor unions and ensuring positive outcomes is critical. The ideal candidate will possess a passion for public service, especially serving an underserved community; an entrepreneur from within who recognizes this opportunity to create and establish an effective and efficient administrative infrastructure for long-term success.

Key characteristics and attributes:

- A supportive leader who creates a cohesive structure and team-oriented working environment.
- An inclusive and positive management style that ensures accountability, responsibility, and encourages discussion and ideas from staff and key stakeholders.
- Good organizational skills with a transparent style of leadership; outward facing and willing to use the City website to promote projects, engage with the community, and be approachable.
- Flexible. Able to provide clear goals and ex remaining agile and can adapt to changing priorities.
- The ability to effectively communicate with staff. Remove roadblocks and be willing to allow for project ownership, employee development, and a sense of pride. Able to attract and retain a solid, high performing workforce.
- Stays current in new technologies and legislation.
- Effective at community engagement and follow through. A listener.

EDUCATION AND EXPERIENCE

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

- Equivalent to a bachelor's degree from an accredited college or university with major coursework in civil engineering or a related field.
- Seven (7) years of experience in civil engineering, municipal public works maintenance, utilities, and administration.
- Five (5) years management experience.

SALARY AND BENEFITS

The salary range for this position is $167,834.98 - $203,998.58.

The City also provides an attractive benefits package that includes the following:

Retirement – The City offers a CalPERS retirement package of 2% © 55 for Classic members and 2% © 62 for new members as defined by new PEPRA legislation. The employee pays the full employee portion for new members and six percent for Classic members.

Vacation – Sixteen (16) days (equivalent to 160 hours) per year, with a maximum accrual of 360 hours. Hours earned in excess of 360 are paid out at current rate of pay.

Sick Leave – Twelve (12) days (equivalent to 120 hours) per year.

Holidays – Thirteen (13) designated holidays (equivalent to 120 hours) plus one (1) floating holiday (equivalent to 10 hours) per calendar year.



Bereavement Leave – Four (4) days (equivalent to 40 hours) for the death of immediate family members.

Executive Leave – Ten (10) days (equivalent to 100 hours) per year.

Health Insurance – The City contracts with CalPERS for employee health insurance benefits.

Cafeteria Allotment – Equivalent to the second lowest cost HMO family plan rate offered by CalPERS for Region 3 ($1,920 per month for 2025). Up to $600 per month cash out of unused allotment or cash in lieu of City medical coverage.

Dental and Vision – Family coverage provided at no cost to the employee; not deducted from the cafeteria allotment.

Life and ADSD Insurance – $25,000 policy provided at no cost to the employee; not deducted from the cafeteria allotment.

Ancillary Insurance (i.e. accident, cancer, etc.) – Voluntary plans available through American Fidelity using cafeteria allotment and/or pre-tax payroll deductions.

Technology Allowance – $125 per month.

Deferred Compensation – Voluntary program available through Nationwide Insurance.

Education Incentive – Highest of the following (not cumulative):
- Associate's Degree = $200 per month
- Bachelor's Degree = $400 per month
- Master's Degree = $600 per month





APPLICATION AND RECRUITMENT SCHEDULE

This position is open until filled.

To be considered, please electronically submit your resume, cover letter and a list of five professional references (references will *not* be contacted in the early stages of the recruitment) to:
https://koffassociates.com/elmonte-pwud

Resumes should reflect years *and* months of positions held, as well as size of staff and budgets you have managed.

For additional information, please contact:

Koff & Associates
A Gallagher Company

Frank Rojas
(510) 495-0448
Frank_Rojas@ajg.com

Website: https://koffassociates.com/

Resumes will be screened based on the criteria outlined in this brochure. Candidates with the most relevant qualifications will be given preliminary interviews by the executive recruiter, Koff & Associates will report the results to the City. The City will then select candidates who will be invited to participate in a formal interview process. Extensive reference and background checks will be completed on the selected candidate.

ATTACHMENT 5

MGT



Proposal

FEB 12, 2025

Public Works Director

City of Folsom, California

Submitted by:

MICHELE MORAWSKI
CLIENT SERVICES MANAGER
790 FRONTAGE ROAD
SUITE 213
NORTHFIELD, IL 60093
224.415.3791
MMORAWSKI@MGT.US

Cover Letter

Feb 12, 2025

Allison Garcia, Human Resources Director
City of Folsom
50 Natoma Street
Folsom, CA 95630

Dear Ms. Garcia:

As the nation's leading provider of executive recruitment and selection solutions, MGT Impact Solutions, LLC (MGT) is uniquely well qualified to partner with the City of Folsom ("City") to exceed all your expectations on this Public Works Director recruitment.

HOW CAN WE SUPPORT YOU?

Following are the keys to our successful methodology:

- **Industry Leadership:** With 1,500 completed executive recruitment engagements in 45 states and a diverse range of communities, we're a proven leader in local government recruitment. Over 40% of our clients are repeat customers, and 94% rate our performance as ***Outstanding***.
- **Subject Matter Expertise:** Our team includes former local government leaders, human resources experts, and industry veterans, ensuring that we understand the specific challenges and opportunities in government, education, and nonprofit sectors. We leverage our deep understanding of organizational culture and sector-specific needs to identify top-tier candidates who align with our clients' goals.
- **Top Talent, Guaranteed:** We use advanced recruitment strategies, including social media outreach and video interviews, to thoroughly vet candidates. Our Recruitment Brochures showcase in-depth knowledge of your community, and we conduct extensive reference checks and background searches to ensure we recommend the best fit.
- **True Partnership:** From start to finish, we collaborate closely with you. You'll have full access to candidate resumes, and we'll offer honest assessments to ensure the perfect match. Whether evaluating internal candidates or exploring non-traditional talent, we're committed to your complete satisfaction.
- **Flexible Solutions:** We offer customizable recruitment services to suit any budget, from Full Executive Searches to Limited Scope and Virtual Recruitments. Our proposal outlines the service scope that best meets your needs.

Our comprehensive and tailored executive recruitment services are designed to meet the unique needs of your organization. With a proven track record, a focus on quality, and a commitment to partnership, we ensure that every step of the process is handled with expertise and care. Whether you're seeking top-tier talent, exploring non-traditional candidates, or working within a specific budget, we are here to deliver the best fit for your organization. We look forward to working with you to find the ideal candidate who will drive success and elevate your community's leadership.

COVER LETTER

MGT CONTACT INFORMATION

MGT HEADQUARTERS	**MGT Impact Solutions, LLC** 4320 West Kennedy Boulevard | Tampa, Florida 33609 FEIN: 81-0890071 | www.mgt.us
PROPOSAL CONTACT	**Michele Morawski, Client Services Manager** 790 Frontage Road, Suite 213 | Northfield, IL 60093 224.415.3791 | mmorawski@mgt.us

The following proposal has been tailored to your specifications and provides a detailed plan of how we will partner with you to meet your objectives. Thank you for the opportunity to present our qualifications to the City of Folsom. Should you have questions on any aspect of this proposal, please contact **Michele Morawski** at **224.415.3791** or **mmorawski@mgt.us**.

Regards,



Patrick J. Dyer, Vice President
Authorized to bind the firm

Firm Profile

*Impacting communities **for good**.*

MGT brings ***50 years*** of experience driving positive social change and performance in education, government, nonprofits, and critical infrastructure/private industries through ***assisting clients to strengthen their foundation, change systematically, and enable resiliencies for long-lasting change.*** Since inception, MGT has significantly grown in size and capacity – working with state and local governments and education partners. Today, we bring a team of over **900 professionals** who offer in-depth market knowledge and understanding so we can hit the ground running.

MGT is a privately held, employee-owned and financially stable limited liability company with a deep roster of staff and a commitment to serving the public. Our clients care about addressing the world's most-pressing problems, and so do we. Their "why" is our why.

MGT | FIRST LOOK

Name: MGT Impact Solutions, LLC (MGT)

Locations: Headquarters in Tampa, FL; branch offices nationwide.

Cooperative Contracts:
ASC 20-7359, 24-7484
OMNIA LS4612
TIPS 220601, 220802, 230105
TX Share 2024-019

Structure: Privately held, employee-owned, client-driven Limited Liability Company.

Lines of Business: Strategy and Implementation, Performance and Operations, IT Infrastructure, and Cyber Security and Resilience for public sector and commercial companies.

What sets us apart is our ability to customize and offer individualized support but also the resources of a larger infrastructure to enable flexibility in impacting to-scale. Throughout our history, MGT has successfully delivered more than **30,000 projects** through a thoughtful balance of balancing the "immediate" needs while changing systems to plan for future resilience and success.

Our Commitment

MGT embraces the most complex challenges on the leadership agenda, with deep commitment, agility, and local expertise to make a measurable and profound impact. Simply stated, **We are impacting communities for good.**



50 years

900 consultants

30,000 projects

A Social Impact Commitment

DEFINED BY IMPACT

Making a profound impact on society is at the heart of who we are and what we do. City of Folsom should be proud to make a difference in the lives of the citizens in your community, and we are proud to work with you toward this goal. Our team empowers organizations through innovations in people, processes, and technology to lift and strengthen your solutions.

MGT's Expertise

Our firm includes more than **900 professionals**, structured into the following primary groups, along with various internal infrastructure groups to support our operations and growth.



Strategy & Implementation

Working alongside an organization's C-suite, we help leaders co-create strategy through organizational reviews and data analytics to create actionable roadmaps for success.

IT Infrastructure & Digital

We provide engineering expertise to modernize IT infrastructure and ensure your technology implementation is properly designed, integrated, modernized, and maintained.

Cyber Security & Resilience

From real-time, 24/7 monitoring to proactive threat detection and rapid incident response, we can give you the tools to heighten your network's security posture and keep it there.

Performance & Operations

Bridging the gap between strategy and enduring change, we support efficient revenue allocation, promote economic development, and create fairness in hiring and contracting systems.



Our MGT Vision

To achieve our mission of being the social impact and performance leader in our industry, we are continuously improving to earn the privilege of being selected as our clients' partner of choice in the mission-critical domains we impact. By elevating education systems, managing and securing critical networks, solving complex human capital and fiscal problems, and advancing equity as a performance imperative, we can impact communities, for good through client partnership.

Markets we serve:

- Higher Education
- Prek-12
- Government
- Nonprofits
- Commercial Industries

We deliver these solutions through our "three-point stance" of technology, education, and performance offerings. With our long-term vision of creating profound social impact through client performance, we seek out the "best of the best" to join us in our work supporting clients' top priorities.

PEOPLE



We believe in the power of connecting people and ideas which solve mission-critical, complex challenges to foster a trusted connection with our clients...for life.

PURPOSE



We are led by a transformative movement, fueled by people, innovation, and solutions designed to provide enduring opportunities for prosperity and well-being.

PERFORMANCE



We partner with clients to advance learning outcomes, reduce operational costs, recover revenue, improve workflows, and provide resilient and hardened technology networks and infrastructure.

MGT's Differentiator: Full Suite of Services

Cyber & Network Solutions

Our Cyber Security and Network Security Solutions team offers a deep technical engineering bench of seasoned, certified experts, working in the "security trenches" in complex IT environments. For the Managed Detection and Response (MDR) solution, our Security Operations Center (SOC) doesn't sleep so our clients can. Our flagship, best-in-class managed firewall services are unparalleled. We detect, respond, and recover from cyber incidents proactively and harden our clients' security posture.

100 in-house certified engineers
24x7 NOC and SOC

Human Capital Solutions

Our experts are former local government and school leaders who understand the challenges facing today's public sector organizations. We offer consulting, recruiting, and staffing solutions that include a full suite of human resources and management studies; executive recruitment services; and interim, managed, and outsourced staffing options. Our experts can assess your organizational culture, permanent and temporary staffing needs, and evaluate your systems and structures, all to maximize efficiency and effectiveness.

1,725+ interim employees placed
1,500+ executive recruitments
500+ consulting studies
In 48 states!

Education Solutions

We create recommendations for our educational clients that are reliable, actionable, and based on proven research and a thorough understanding of each district or system's program needs and long-term goals. Our team is led by former state education commissioners, district superintendents, school board members, principals, and teachers. Our partnerships have allowed clients to reinvest hundreds of millions of dollars back into the classroom.

50 million students served
38 state DOEs as clients

Financial Solutions

Public agencies face increasing pressure to improve effectiveness and efficiency, while operating in a transparent and sustainable manner. We partner with government organizations, school districts, higher education institutions, and not-for-profits to help them achieve long-term success.

50+ years of trusted relationships
Proprietary software

Diversity, Equity, & Inclusion (DEI) Solutions

We help public sector clients address issues and challenges related to policies and practices which adversely impact DEI. We are one of the largest providers of disparity studies and other DEI solutions designed to increase equitable and inclusive organizational outcomes.

225 disparity studies
DEI assessments & training
Equity Audits

Public Affairs Solutions

Our team of former nationwide leaders in policy development and education leadership partner with our clients to provide business advisory and public opinion architecture solutions which lift up and evolve education ecosystems and impacts public policy programs.

Global clientele
Staff are former policy makers

Scope of Work

Project Approach & Methodology

A typical recruitment and selection process takes approximately 175 hours to conduct. At least 50 hours of this time is administrative, including advertisement placement, reference interviews, and due diligence on candidates. We believe our experience and ability to professionally administer your recruitment will provide you with a diverse pool of highly qualified candidates for your position search.

Our clients are informed of the progress of their recruitment throughout the entire process. We are always available by mobile phone or email should you have a question or need information about the recruitment.

PHASE 1 – POSITION ASSESSMENT, POSITION ANNOUNCEMENT, & BROCHURE

MGT treats each executive recruitment as a transparent partnership with our client. We believe in engaging with stakeholders early in each recruitment process to fully understand the challenges and opportunities inherent in the position. Understanding the organizational culture is critical to successful recruitment. We gain this insight and information through meetings (one on one and in small groups), surveys, and a review of relevant information. This information is reflected in a polished marketing piece that showcases the organization and the area it serves.

INFORMATION GATHERING

- One-on-one or group interviews with stakeholders identified by the Client.
- Community forums (in-person or via video) can be used to gather input and feedback.
- Surveys can be used for department personnel and/or the community to gather feedback.
- Conversations/interviews with department heads.

A combination of the items listed above can be used to fully understand community and organizational needs and expectations for the position (this proposal includes 12 hours of meetings – additional meetings can be added for a fee of $195/hour plus actual expenses if incurred). One organizational survey is included. A Community Survey can be conducted for $2,500. Community Forums are conducted as an optional service.

Development of a **POSITION ANNOUNCEMENT** to be placed on websites and social media.

Development of a thorough **RECRUITMENT BROCHURE** for Client review and approval.

Agreement on a detailed **RECRUITMENT TIMETABLE** – a typical recruitment takes between 90 to 120 days from the time you sign the contract to the appointment of the finalist candidate.

PHASE 2 – ADVERTISING, CANDIDATE RECRUITMENT, & OUTREACH

We make extensive use of social media as well as traditional outreach methods to ensure a diverse and highly qualified pool of candidates. Our website is well known in the local government industry – we typically have 17,000+ visits monthly to our website and career center. Additionally, our weekly jobs listings are sent to over 8,000 subscribers.

Phase 2 will include the following:

- MGT consultants will personally identify and contact potential candidates.
- Develop a database of potential candidates from across the country unique to the position and to the Client, focusing on:
  - Leadership and management skills.
  - Size of organization.
  - Experience in addressing challenges and opportunities also outlined in Phase 1.
  - The database will range from several hundred to thousands of names. An email campaign will be sent to each potential candidate.
- Placement of the Position Announcement:
  - Public sector online Career Centers.
  - **Social media**: LinkedIn (posted on MGT Executives LinkedIn news feeds to reach over 50,000 connections), Facebook, and Instagram.
  - MGT will provide the Client with a list of advertising options for approval.

PHASE 3 – CANDIDATE EVALUATION & SCREENING

Phase 3 will include the following steps:

- Review and evaluation of candidates' credentials with consideration to the criteria outlined in the Recruitment Brochure.
- Candidates will be narrowed down to those that meet the qualification criteria.
- Candidate evaluation process:
  - Completion of a questionnaire explaining prior work experience.
  - Live Video Interview (45 minutes to 1 hour) conducted by consultant with each candidate selected for further consideration.
  - References provided by the candidate are contacted.
  - Internet/Social Media search conducted on each candidate selected for further consideration.

All résumés will be acknowledged and inquiries from candidates will be personally handled by MGT, ensuring the Client's process is professional and well regarded by all who participate.

PHASE 4 – PRESENTATION OF RECOMMENDED CANDIDATES

Phase 4 will include the following steps:

- MGT will prepare a Recruitment Report presenting the credentials of those candidates most qualified for the position.
- MGT will provide an electronic recruitment portfolio which contains the candidates' materials along with a "mini" résumé for each candidate so that credentials are presented in a uniform way.
- The Client will receive a log of all applicants and may review résumés if requested.
- Report will arrive in advance of the Recruitment Report Presentation.

MGT will meet with the Client to review the recruitment report and provide additional information on the candidates.

PHASE 5 – INTERVIEWING PROCESS & BACKGROUND SCREENING

Phase 5 will include MGT completing the following steps:

- Develop the first and second round interview questions for Client review and comment.
- Coordinate candidate travel and accommodations.
- Provide Client with an electronic file that includes:
  - Candidates' credentials.
  - Set of questions with room for interviewers to make notes.
  - Evaluation sheets to assist interviewers in assessing the candidate's skills and abilities.

Background screening will be conducted along with additional references contacted:

MGT BACKGROUND SCREENING

- ✓ Social Security Trace & Verification
- ✓ US Federal Criminal Search
- ✓ Enhanced Verified National Criminal
  - National Sex Offender Registry
  - Most Wanted Lists: Federal Bureau of Investigation (FBI), Drug Enforcement Agency (DEA), Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF), Interpol
  - Office of Foreign Assets Control (OFAC) Terrorist Database Search
  - Office of the Inspector General (OIG), General Services Administration (GSA), System for Award Management (SAM), Food and Drug Administration (FDA)
  - All felonies and misdemeanors reported to the National Database
- ✓ County/Statewide Criminal
- ✓ Civil Search
- ✓ Bankruptcy, Leans, and Judgements
- ✓ Motor Vehicle Record
- ✓ Education Verification – All Degrees Earned

Optional: Credit Report – Transunion with score (based on position and state laws)

Optional:

- Professional License Verification
- Drug Screen
- Employment Verification

MGT will work with you to develop an interview schedule for the candidates and coordinate travel and accommodation. MGT consultants will be present for all the interviews, serving as a resource and facilitator.

MGT will coordinate a 2-Step Interview process. The first-round interviews will include four to five candidates. The second-round interviews will include two or three candidates. MGT will supply interview questions and an evaluation form.

In addition to a structured interview, the schedule can incorporate:

- Tour of Client facilities.
- Interviews with senior staff.

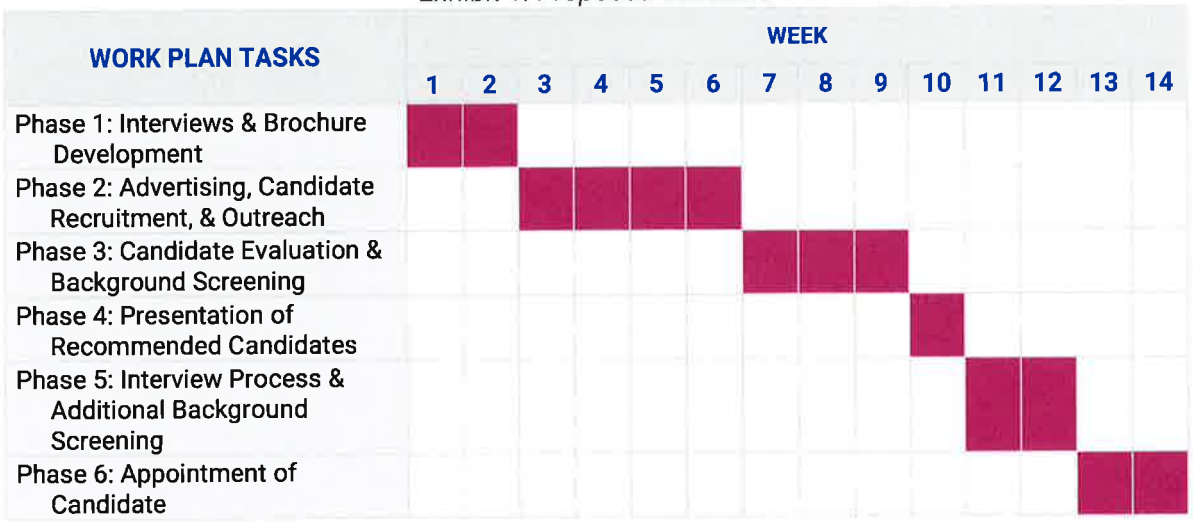
PHASE 6 – APPOINTMENT OF CANDIDATE

- MGT will assist you as much as requested with the salary and benefit negotiations and drafting of an employment agreement, if appropriate.
- MGT will notify all applicants of the final appointment, providing professional background information on the successful candidate.

Project Timeline

Based on our experience in conducting similar projects, we anticipate the proposed project can be completed within 14 weeks of project initiation as illustrated in **Exhibit 1**.

Exhibit 1. Proposed Schedule



Full Scope Recruitment Price

Summary of Costs	Price
Recruitment Fee	$26,500
Recruitment Expenses (not to exceed) Expenses include candidate due diligence efforts	$1,500
Advertising **Advertising costs over $2,000 will be placed only with client approval. If less than $2,000, client is only billed for actual cost.*	$2,000*
TOTAL:	**$30,000****

***Consultant travel expenses are not included in the price proposal. If the consultant is requested to travel to the client, travel costs will be estimated at time of request. Only actual expenses will be billed to the client for reimbursement.*

Possible in-person meetings could include:

- Recruitment brochure interview process
- Presentation of recommended candidates
- Interview Process

Any additional consultant visits requested by the client (beyond the three visits listed above) will be billed at $195/hour. The additional visits may also result in an increase in the travel expenses billed.

*This fee does not include travel and accommodation for candidates interviewed.

Payment for Fees & Services

- **1st Invoice:** Contract Award (40% of the Recruitment Fee).
- **2nd Invoice:** Presentation of Candidates (40% of the Recruitment Fee & expenses incurred to date).
- **Final Invoice:** Completion of Recruitment (20% of the Recruitment Fee plus all remaining expenses).

Payment of invoices is due within 30 days of receipt.

Our Guarantee – Full Scope Recruitment

MGT is committed to assisting our clients in the selection and appointment of a suitable candidate. In today's competitive hiring market, it is critical to move expeditiously to interview candidates and make key hiring decisions; failure to do so may result in the loss of desirable candidates. If the client has not responded to multiple requests for decisions and/or guidance within six weeks of candidates being presented for interview or following finalist interviews, MGT may choose to cancel the contract and bill the client for work completed to date.

It is MGT's goal to provide the client with well-qualified candidates for their hiring needs. If the client rejects the list of qualified candidates and/or fails to negotiate in good faith and come to terms for hiring a candidate and instead chooses to readvertise the opportunity, MGT reserves the right to charge additional consulting fees commensurate with the additional work requested.

Upon appointment of a candidate, MGT provides the following guarantee: should the selected and appointed candidate, at the request of the City or the employee's own determination, leave the employ of the City within the first 12 months of appointment, we will, if desired, conduct one additional recruitment for the cost of expenses and announcements. Reimbursable expenses may be incurred should the recruitment process require the consultant to travel to the City. To engage in this guarantee, the request must be made within six months of the employee's departure.



Sarah McKee

Senior Consultant

Sarah McKee is a seasoned professional with over 25 years of experience in local government and non-profit management. As a Senior Consultant at MGT, she has led recruitment efforts and organizational analyses across 23 states, specializing in performance evaluations and classification and compensation studies. Her tenure in city management roles in Johnstown, OH, and Rolling Meadows, IL, highlights her strategic leadership, including successful community growth initiatives, comprehensive planning, and fiscal management during economic downturns.

Ms. McKee's extensive public works experience includes innovative cost-saving measures, such as the establishment of Kentucky's first biosolids waste composting facility. Her international expertise through the ICMA's program includes developing Bulgaria's solid waste management program and contributing to Lebanon's economic development plan. She also served as the Executive Director of the Issaquah Highlands Community Association, managing a large-scale urban village and enhancing community services and infrastructure.

Areas of Expertise

- Local Government Management
- Non-Profit Management
- Recruitment and Organizational Analysis
- Performance Evaluations
- Classification and Compensation Studies
- Community and Economic Development
- Public Works Administration
- Strategic Planning and Fiscal Management
- Solid Waste Management
- Community Association Governance

Education

- M.P.A., Organizational Communications, Murray State University
- B.S., Business Administration, Management, Murray State University

Memberships & Affiliations

International City/County Managers Association's (ICMA), Coach

Illinois Government Finance Officers Association

Indiana Municipal Managers Association

Illinois City/County Management Association

Professional Experience

Executive Director, Issaquah Highlands Community Association, 2011-2014

City of Rolling Meadows, City Manager, 2008-2011

Village of Johnstown, Village Manager, 2003-2008

City of Paducah, Public Works Director, 1999-2003; Solid Waste Superintendent/Fleet Superintendent, 1994-1999



Charlene Stevens
Vice President

MGT

Charlene Stevens brings over 20 years of municipal management expertise to her role as Vice President at MGT. With a distinguished career that spans rural, suburban, and urban settings across Minnesota, Kansas, and Pennsylvania, Charlene has led more than 80 executive recruitments nationwide. Her experience includes significant roles in civic engagement, community visioning, workforce development, and downtown revitalization. Charlene is known for her professionalism and commitment to public service. She has held numerous leadership positions throughout her career and across the country. A dedicated mentor and advocate for inclusive environments, she excels in stakeholder engagement and has successfully managed projects involving park expansions, greenspace preservation, and workforce training initiatives.

Charlene leads MGT's Recruitment Services and directly conducts recruitments and general consulting services. She is a frequent speaker at state and national conferences.

Areas of Expertise

- Executive Recruitment
- Strategic Planning
- Civic Engagement
- Community Visioning
- Community Engagement
- Staff Mentoring Programs
- Stakeholder Engagement
- Park Expansions and Greenspace Preservation
- Workforce Training Initiatives
- Municipal Management

Education

- Master of Public Administration, University of Kansas
- Bachelor of Arts, International Relations, Pomona College

Training & Instruction

- Instructor, International City and County Management Association (ICMA), Emerging Leaders Development Program and Mid-Career Institute
- Presenter and Speaker for ICMA, MCMA, and State Association and Affiliate Groups

Memberships & Affiliations

International City/County Manager Association (ICMA), Current Member, Past Regional Vice President, Past Committee and Task Force Chair

Minnesota City/County Managers Association (MCMA), Current Member

League of Minnesota Cities, Past Board Member

Coalition of Greater Minnesota Cities, Past Board Member

Women in Public Service Wichita/Sedgwick County, Kansas, Founding Member

Professional Experience

Cottage Grove, MN, City Administrator, 2015-2018

Willmar, MN, City Administrator, 2011-2015

Sedgwick County, KS, Assistant County Manager, 2006-2011

Lower Gwynedd, PA, Assistant Township Manager, 1999-2006

Buckingham, PA, Assistant Township Manager, 1997-1999

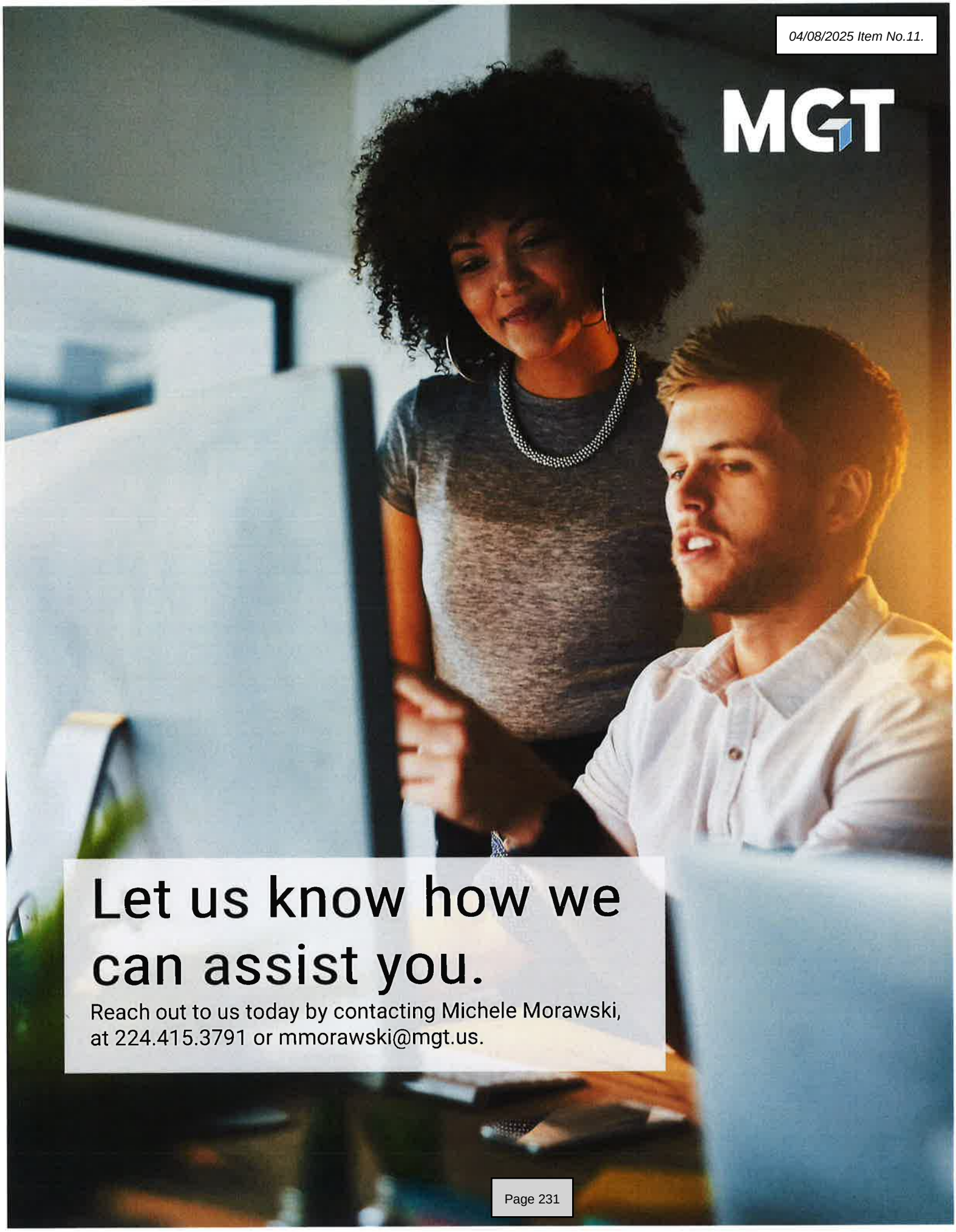
City of Wichita, KS, Neighborhood Assistant, 1995-1996

Public Works Client List

State	Client	Position Title	Year	Population
Alabama	Decatur	Landfill/Recycling Director (Professional Outreach)	2019	54,844
Arkansas	Bella Vista	Assistant Street Superintendent (Professional Outreach)	2022	29,475
Colorado	Commerce City	Director of Public Works	2018	53,969
	Fort Collins	Senior Specialist, Floodplain Management (Professional Outreach)	2023	165,080
	San Miguel County	Director of Road and Bridge Department Total		
Delaware	Kent County	Director of Public Works	2024	187,954
Florida	Apopka	Public Services Deputy Director	2024	55,496
	Largo	Director of Public Works	2018	82,244
	Orlando	Public Works Director	2022	307,573
Illinois	Barrington	Director of Public Works	2022	10,455
	Bensenville	Director of Public Works	2010	20,703
	Brookfield	Director of Public Works	2017	19,500
	Burr Ridge	Director of Public Works/Village Engineer	2015	10,700
	Cary	Director of Public Works and Engineering	2023	17,840
	Charleston	Assistant Public Works Director (Professional Outreach)	2023	20,141
	Cherry Valley	Director of Public Works	2012	3,081
	Clinton	Assistant Director of Public Works (Professional Outreach)	2023	6,982
	Crest Hill	Director of Public Works (Virtual)	2018	21,169
	Crest Hill	Director of Public Works (Professional Outreach)	2024	21,169
	Decatur	Director of Public Works (Professional Outreach)	2017	76,178
	DeKalb	Director of Public Works	2015	44,862
	East Dundee	Director of Public Works	2017	3,182
	Elgin	Director of Public Services	2013	108,000
	Elgin	Engineering (2)	2014	108,000
	Elgin	Sr. Engineer Public Works Operations	2014	108,000
	Elgin	Street Supervisor	2010	108,000
	Elgin	Water Operations Engineer	2014	108,000
	Evanston	Director of Public Works	2009	75,000
	Evanston	Engineering Division Manager	2012	75,000
	Evanston	Superintendent of Streets and Sanitation	2011	75,000
	Freeport	Director of Public Works	2020	25,000
	Freeport	Public Works Director (Virtual)	2017	25,000
	Galesburg	Director of Public Works (Professional Outreach)	2023	33,706
	Glen Ellyn	Public Works	2011	27,000
	Glencoe	Public Works Director	2023	8,900
	Glenview	Assistant Director of Public Works	2016	47,475
	Grayslake	Public Works Director/Village Engineer	2024	20,831
	Gurnee	Assistant Director of Public Works/Village Engineer	2018	31,207
	Hanover Park	Public Works Director	2014	38,510
	Highland Park	Director of Public Works	2012	31,365

	Hinsdale	Public Services Director	20	
	Kane County	Construction Resident Engineer (Virtual)	2020	534,667
	Kane County	Project Manager/Traffic Safety Engineer (Virtual)	2020	534,667
	Kenilworth	Director of Public Works (Virtual)	2017	2,562
	La Grange	Director of Public Works	2021	15,610
	Lake Bluff	Village Engineer	2015	5,698
	Lake County	Director of Public Works	2016	703,462
	Lake County	Director of Public Works	2023	703,462
	Lincolnwood	Director of Public Works	2016	12,590
	Lincolnwood	Director of Public Works	2023	12,590
	Litchfield	Streets Superintendent (Professional Outreach)	2017	6,877
	Moline	Director of Public Works	2021	43,100
	Morton Grove	Director of Public Works	2023	23,500
	Niles	Director of Public Works	2024	30,001
	Norridge	Director of Public Works (Virtual)	2024	15,251
	Northbrook	Village Engineer	2015	35,000
	Oak Brook	Director of Public Works	2015	8,058
	Olympia Fields	Director of Public Works (Professional Outreach)	2022	4,821
	Olympia Fields	Public Works Director (Professional Outreach)	2024	4,821
	Oregon	Public Works Director (Professional Outreach)	2022	3,660
	Park Forest	Director of Public Works	2013	21,975
	Peoria	Public Works	2013	115,234
	Plainfield	Director of Public Works	2022	41,734
	River Forest	Director of Public Works	2014	11,635
	Schaumburg	Director of Engineering & Public Works	2013	75,000
	South Holland	Public Works Director	2020	22,030
	Tinley Park	Director of Public Works	2015	56,831
	Vernon Hills	Director of Public Works/Engineer	2022	25,911
	Villa Park	Director of Public Works (Virtual)	2019	22,038
	Wauconda	Public Works Director	2021	14,125
	West Chicago	Public Works Director	2021	27,221
	West Dundee	Director of Public Works	2014	8,000
	Westmont	Public Works Director	2022	24,767
	Wheeling	Public Works Director	2020	38,878
	Winnetka	Director of Public Works (Limited)	2023	12,417
	Winnetka	Public Works Director	2020	12,417
Indiana	Munster	Director of Public Works	2014	23,603
	Munster	Director of Public Works	2016	23,603
Iowa	Dubuque	Industrial Pretreatment Coordinator (Professional Outreach)	2023	59,700
	Sioux City	City Engineer	2013	83,000
Massachusetts	Brookline	Public Works Commissioner	2020	58,732
Michigan	Battle Creek	Public Works Director	2022	52,721
	Berrien County Road Commission	Managing Director	2012	156,941
	Ferndale	Director of Public Works	2021	20,428
	Oakland County	Director of Public Service	2021	1,251,000
	Rochester	Director of Public Works	2021	13,017
	Sault Ste. Marie	Director of Public Works (Virtual)	2019	13,631
Minnesota	Blaine	Assistant Director of Public Works	2021	67,939
	Blaine	Deput[illegible]Public Works	2023	67,939

	Blaine	Director of Public Works	20	
	Burnsville	Public Works Director	2023	60,000
	Vadnais Heights	Public Works Director/City Engineer (Professional Outreach)	2023	13,080
	Woodbury	Public Works Director	2018	70,559
Missouri	University City	Director of Public Works	2022	35,172
North Carolina	Fayetteville	Assistant Public Services Director - Transportation (Professional Outreach)	2023	210,000
	Fayetteville	Capital Projects Program Manager (Limited)	2023	210,000
	Fayetteville	Director of Public Services	2018	210,000
	Fayetteville	Fleet Manager	2022	210,000
	Fayetteville	Solid Waste Manager (Professional Outreach)	2023	210,000
	Fayetteville	Street and RoW Infrastructure Maintenance Manager (Professional Outreach)	2023	210,000
	Holly Springs	Director of Public Works	2021	42,000
Ohio	Cleveland Heights	Assistant Director of Public Works	2019	46,238
Pennsylvania	Lancaster	Director of Public Works	2019	61,564
South Carolina	Fountain Inn	Director of Public Works	2024	13,864
Tennessee	Germantown	Director of Public Works	2024	41,333
Toronto	Recycle Coach	Customer Success Manager - Midwest (Professional Outreach)	2024	Multi
Virginia	Roanoke	Director of Public Works	2023	100,220
	Virginia Beach	Director of Public Works	2020	442,707
Wisconsin	Bellevue	Director of Public Works (Virtual)	2021	15,524
	Beloit (City)	Director of Public Works	2017	36,966
	Burlington	Director of Public Works	2012	10,511
	Burlington	Director of Public Works	2015	10,511
	Burlington	Director of Public Works	2024	10,511
	Cottage Grove	Deputy Director of Public Works & Utilities (Professional Outreach)	2022	9,740
	Cottage Grove	Public Works and Utilities Director (Virtual)	2023	9,740
	Fontana-on-Geneva Lake	Director of Public Works	2012	8,000
	Franklin	City Engineer/Director of Public Works	2014	36,155
	Grand Chute	Director of Public Works	2018	22,000
	Lisbon	Public Works Director (Virtual)	2024	10,734
	Oak Creek	Design Engineer (Professional Outreach)	2019	35,243
	Oak Creek	Neighborhood Preservation Officer (Virtual)	2021	35,243
	Oshkosh	Director of Public Works	2015	66,700
	Portage	Director of Public Works (Professional Outreach)	2021	10,500
	Ripon	Assistant Director of Public Works (Professional Outreach)	2023	7,833
	Sister Bay	Director of Public Works (Professional Outreach)	2020	6,500
	Waukesha	Director of Public Works	2023	71,158
	Wausau	Public Works Director	2014	39,160
	Wauwatosa	Director of Public Works	2016	47,000
	Wauwatosa	Public Works	2010	47,000


MGT
Let us know how we can assist you.
Reach out to us today by contacting Michele Morawski, at 224.415.3791 or mmorawski@mgt.us.



Germantown, Tennessee

PUBLIC WORKS DIRECTOR

MGT

Germantown, Tennessee

Public Works Director



The City of Germantown is a vibrant, welcoming community, the community of choice, offering outstanding quality of life for all generations. The government is resilient and fiscally sound, providing top-quality public safety and services responsive to community requirements. Engaged residents honor the past, treasure the present and responsibly shape Germantown's future.

ABOUT GERMANTOWN:

Germantown, where tradition meets innovation and Southern charm defines our community. Whether you're a long-time resident or new to the area, you will share a sense of pride in the community.

With a population of 41,333 and a medium household income of $140,429, Germantown is a thriving city that blends graciousness with forward-thinking vision. Its exceptional offerings include award winning schools, top notch public safety services and a cultural-hub- the Germantown Performing Arts Center. Dining, retail, parks and recreation – Germantown has it all. Its culinary scene caters to every palate, and parks are where the community comes together for relaxation.

OUR COMMUNITY VALUES:



- A culture of excellence and kindness
- Community strength, health and sustainability
- Excellence in education
- Innovation, creativity and continuous improvement
- Lifestyle opportunities as part of the fabric of everyday life
- Local and regional partnerships
- Modern and reliable public infrastructure
- Natural and designed beauty and strategic growth

Germantown has one of the best school systems in Tennessee and is a point of pride in the community. The Germantown Municipal School District ensures that education excels, celebrating diversity and providing a welcoming environment for every child.

Safety is paramount in Germantown, with first responders ensuring a secure environment and a cardiac arrest survival rate four times higher than the national average. Germantown also has one of the lowest crime rates in Tennessee for communities its size.

Excellence is not just a goal; it's a way of life in Germantown. It's a vibrant community, where every day is an opportunity to connect, thrive and experience the best of Southern living.

As part of the Memphis metropolitan area Germantown is an easy 30- minute drive to professional sports teams including the NBA Memphis Grizzlies and the Memphis Red Birds (St Louis Cardinals AAA team) and Elvis Presley's Graceland and the rhythm and blues of Beale Street.



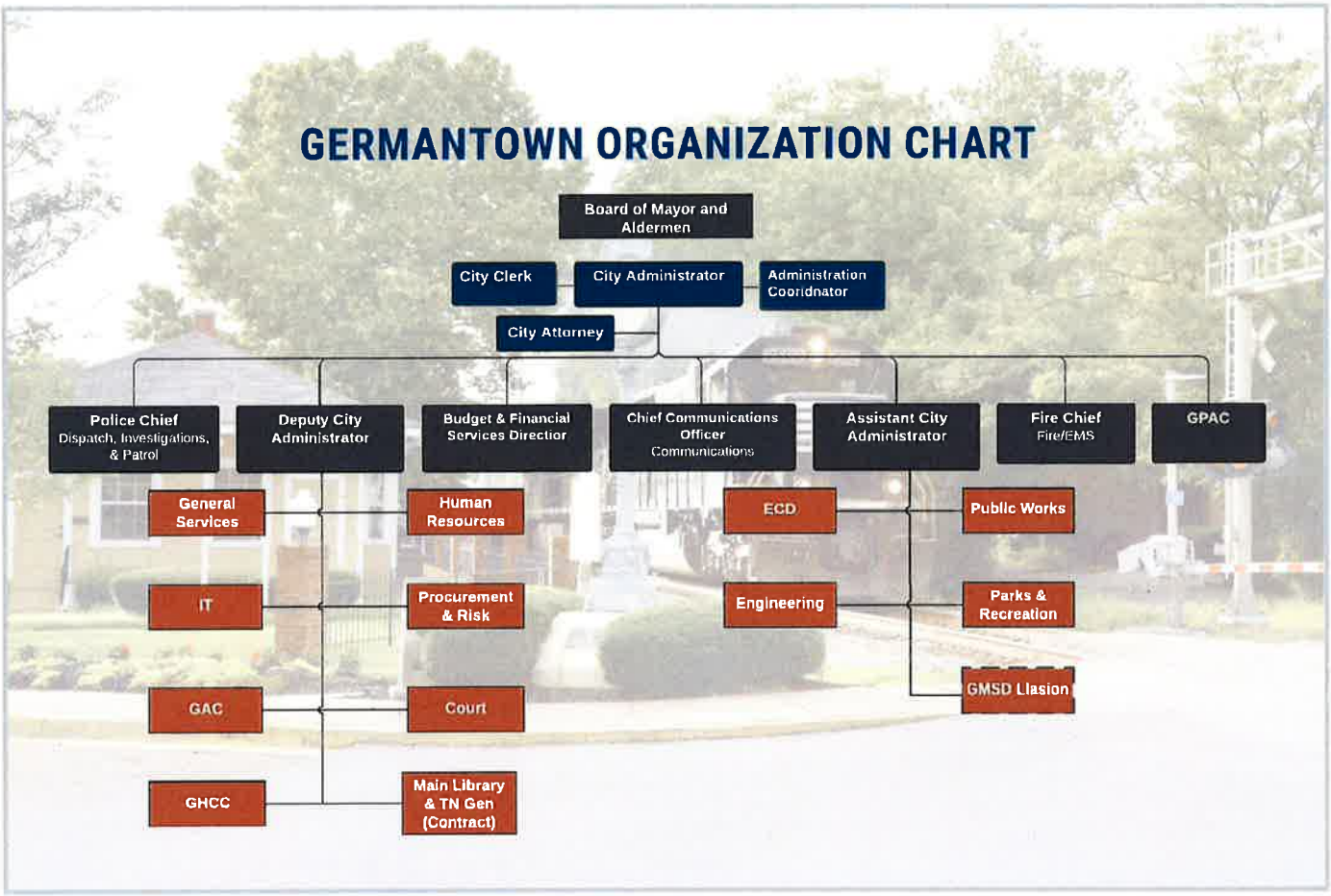
THE ORGANIZATION:

The City of Germantown values employees and realizes that they are the ones that bring the City's motto of "Excellence, Every Day" to life. It's an exciting time to work for the city. The City's government is recognized for its professionalism and innovative service delivery. Germantown has received the Malcolm Baldrige Award by the U.S. Department of Commerce; this achievement distinguishes Germantown as a world class community.

This position touches two of Germantown's four Ps and makes all four Ps possible- Public Schools, Public Safety, Public Infrastructure & Parks.

THE POSITION:

This is a critical leadership role responsible for overseeing the efficient and effective delivery of essential public services, with a direct impact on the quality of life for the residence. The Public Works Director reports to the Assistant City Administrator who reports to the City Administrator. The Director of Public Works plays a critical role in the planning and development process for three of the Germantown 2035 key performance areas: Land Use and Transportation, Natural Resources and Quality of Life.





KEY RESPONSIBILITIES:

- Oversee a department with an annual budget of $27 million and a staff of 59 dedicated employees.
- Direct and manage the construction, maintenance, and repair of city streets and storm drains.
- Administer the city's solid waste contract, ensuring effective and environmentally responsible waste management.
- Oversee the maintenance and operation of the city's water and sanitary sewer collection system, including two twelve million gallons per day water treatment plants.
- Ensure the smooth operation of the city's animal control services, maintaining high standards of public health and safety.
- Provide strategic leadership and direction to the Public Works Department, fostering a culture of excellence and accountability
- Collaborate with the Assistant City Administrator and other city officials to develop and implement policies and procedures that enhance public services.
- Ensure compliance with all federal, state, and local regulations related to public works and environmental services.



QUALIFICATIONS:

- Bachelor's degree in Engineering, Environmental Science, or a related field.
- A minimum of 7 years of experience in environmental services, public works, or a closely related field, with at least 3 years in a managerial role.
- Proven ability to manage large budgets and lead a diverse team.
- Strong knowledge of public infrastructure, water and sewer systems, solid waste management, and environmental regulations.
- Exceptional communication and leadership skills, with the ability to effectively interact with city officials, staff, and the public.
- Professional Engineer (PE) license preferred

IDEAL CANDIDATE:

- Knowledge of the fundamental principles and accepted practices of engineering; modern methods and techniques of civil engineering as applied to the design, construction, and maintenance of municipal infrastructure and utilities
- Experience in the operation of water and sewer utilities
- Strong communication, team collaboration, and customer service skills
- Experience working in a high performing organization

COMPENSATION:

The salary range for this position is $131,277 to 154,398. In addition, the City of Germantown offers a competitive benefits package.

HOW TO APPLY:

Apply by September 27, 2024, with a resume, cover letter, and contact information for (5) professional references to the attention of: W. Lane Bailey, MGT Executive Recruiter, MGT Tel 847-380-3240 ext. 140.

The City of Germantown is an Equal Opportunity Employer.

ATTACHMENT 6

SUNSHINE ENTERPRISE USA

Email
info@seu-usa.com

Phone
407-636-2982

Address
500 Winderley Pl., St 218,
Maitland, FL 32751

REQUEST FOR PROPOSALS

FOR

EXECUTIVE SEARCH FIRM SERVICES

FOR

CITY OF FOLSOM

OPENING FEBRUARY 12, 2025 AT 5:00 PM PST

SUBMITTED BY:

Rania Hanna

Rania Hanna

PRESIDENT

SUNSHINE ENTERPRISE USA

REQUEST FOR PROPOSALS
EXECUTIVE SEARCH FIRM SERVICES
CITY OF FOLSOM

FEBRUARY 12, 2025

1. FIRM OVERVIEW AND EXPERIENCE

Sunshine Enterprise USA LLC specializes in executive search and placement services tailored to meet the unique needs of various industries. Their approach emphasizes delivering efficient and cost-effective solutions, ensuring clients receive the best candidates for their leadership requirements.

Key Services:

- **Tailored Executive Search Solutions:** Providing permanent and direct hire placements customized to client needs.
- **Comprehensive Recruitment Process:** Utilizing aggressive networking, targeted advertising, and thorough background checks to ensure a diverse and qualified candidate pool.
- **Adaptability and Collaboration:** Maintaining a structured yet flexible search process, with regular meetings and progress reports to address client challenges and qualifications for future hires.
- **Commitment to Quality:** Ensuring high-quality services through clear communication, responsiveness, and collaboration, building strong and lasting client relationships.

These services are designed to align with clients' history, leadership patterns, and future challenges, providing a seamless and efficient executive recruitment process.

A. BRIEF DESCRIPTION OF THE FIRM

Sunshine Enterprise USA, founded in 2017, is a national firm recognized for its comprehensive executive search, consultancy, staffing, and temporary placement service solutions across various industries. Headquarters in Maitland, Florida, we are equipped with the expertise and resources to support the **City of Folsom** in providing executive search firm services for the next **Public Works Director.**



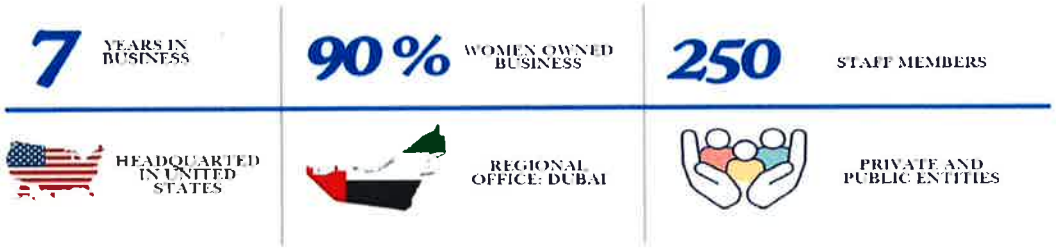
With global reach, Sunshine Enterprise USA operates across the US, including key locations in Florida, California, and counties like Volusia, Tampa, Gainesville, Broward, and Orange. Our team of 250 dedicated full-time staff members, predominantly women, brings a diverse and experienced workforce to serve both private and public entities.

Email
info@seu-usa.com

Phone
407-636-2982

Address
500 Winderley Pl., St 218,
Maitland, FL 32751

SUNSHINE ENTERPRISE USA



Company Size and Organization:

- Sunshine Enterprise USA currently employs 30 staff members. A partial listing of staff for assignment to assist the Client is included under "Project Team." We are a 90% woman-owned company.
- No other firm is intended to be party to this proposal or fulfillment of the contract when approved.
- The primary contacts for City of Folsom will be **Sam Faragalla, MA, SHRM-SCP, and Rania Hanna**. Sam Faragalla, with over 21 years of recruitment and executive search experience, will be the primary on-site manager.

B. LIST OF COMPARABLE ASSIGNMENTS/ SIMILAR EXPERIENCE

Sunshine Enterprise USA is well known for our strategic process, partnering methodology with our clients, thorough screening and background checking, ability to tailor our consulting and executive searches to the specific and unique needs of our clients, and our commitment to achieving results. We will work on a search until it is complete, regardless of the time and effort required.

- Although primarily known as a leading recruiting firm, Sunshine Enterprise USA also provides other general and specialty management consulting services, including management audits, organizational development, public safety, strategic planning, assessment centers, leadership development training, performance management, executive coaching, diversity training, and human resources management.
- We have placed direct hire and permanent placements for various Counties, School Boards, City Council covering broad positions from different industries, including Teachers, Healthcare professionals such as Executives, Directors, Managers, Customer Services Representatives, IT professionals, Project Engineers/Managers, Accountants, Billing Specialists, Financial Analysts, etc., for major employers such as Tampa International Airport, Pinellas Suncoast Authorities (PSTA), Clemson University, Gainesville Police Department, and the Middlesex Corporation.
- Sunshine Enterprise USA consultants have built long-term relationships with our clients, conducting multiple searches for many of them. Our dedication to client satisfaction and our strategic approach to staff augmentation and recruitment have made us a trusted partner in achieving their staffing goals.

As previously noted, we have conducted about 690 successful executive sesrch consulting engagements covering broad range of positions including many positions in private agencies and public sectors.

- LYNX -Executive Search and Recruiting Services for Central Florida Regional Transportation Authority d.b.a. LYNX

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info@seu-usa.com

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407-636-2982

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Maitland, FL 32751

- Tampa International Airport - IT Support Specialists, Credential Support Specialist, HR Operation Support and more as needed.
- The Middlesex Corporation – Construction, Marine, Asphalt and Utilities. ($350M/Year) - Accountants, Controllers, Engineers, Foremen and Superintendents, etc.
- Clemson University -Recruiting and Executive Search
- Cal Optima- Executive Search and Recruiting services for various number of positions.

Long-term Relationships: Sunshine Enterprise USA consultants have built long-term relationships with our clients, conducting multiple searches for many of them. Our dedication to client satisfaction and our strategic approach executive search, consulting and recruitment services have made us a trusted partner in achieving their staffing goals.

CONSULTING SERVICES	
ORGANIZATIONAL STRATEGY	**TESTING, RECRUITMENT & SELECTION**
• Workforce & Succession Planning	• Job Analysis
• Organizational Assessment, Redesign and Re-Engineering	• Develop/Deliver Assessment Center Services
• Performance Management	• Executive Search
• Employee Engagement	• Test Development*
• Change Management	• Test Administration*
• Complaint Investigations & HR Outsourcing	*(for employment and licensing certification)
CLASSIFICATION AND COMPENSATION	**TRAINING AND DEVELOPMENT**
• Classification	• Training
• Compensation	• Coaching
	• Accelerated Leader 360° Assessment™
	• Leadership Development

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RECRUITING MATERIALS AND SUCCESSFUL PLACEMENTS

Recruiting materials including announcements, ad copy/placements, networking and invitation letters, research listings and e-mail contact lists, position profile, recruitment brochure, supplemental candidate questionnaires, evaluation/screening sheets, resume summary materials(minis), evaluation/reference reports etc are usual in our searches and are developed to fit the specific client and position. We consider some of these materials to be proprietary but will be happy to share some of the formats etc. in advance if we are selected.

The recruitment brochure almost always includes: a description of the Organization and Community; an overview of the position with duties and responsibilities, Issues, Challenges and Opportunities, Qualifications including education and experience, candidate expertise, management style and personal traits, Compensation, and the Application Process. The brochure also includes pictures of the Organization and Communities, the District Logo etc.
We also conduct media checks on candidates as well as education, license and certification checks on leading candidates/ finalists, being invited for interview. As previously mentioned we also arrange for a full and complete background check on the finalist(s) and have specific forms for education, certifying and licensing bodies, candidate signed release forms/ authorization forms etc.

Sample profiles of previously conducted searches are attached.

Executive Search Recruited Positions

Engineering /Public Works/Utilities City Engineer - PSTA March 2018 DOT Engineers - PSTA December 2017 Assistant City Engineer Director of Public Services Public - City of Lansing, MI June 2017 Works Director - Maryland May 2019 Public Works Assistant Director Water District Executive Director Water District - City of Lansing, MI Feb 2018 General Manager Planning & Engineering Director - Clemson University Oct 2018 Director of Projects & Engineering - City of Commerce City, CO Nov 2017 Engineering Project Manager - The City of Columbus Feb 2019 City Planner - City of Bernardo, CA Aug 2019 Chief Plant Operator - Marion County, IN Dec 2015	**Administrative Services/Internal Services** Administrative Services Director - County Carla July 2020 Manager of Town Services Management Assistant- The Town of Elkton August 2018 Chief Performance Officer - City of Santa Monica June 2019 Human Resources/Civil Services Director - City of Ann Arbor Oct 2019 Director of Human Resources & Risk Management Intergovernmental Services Manager - County of Sonoma June 2019 Fleet Equipment Services Manager - Middlesex Corp. July 2018 Arts Director - Mass. Cultural Council Jan 2020
Development Services Community Development Director- Los Angeles County, CA Nov 2017 Manager Development Services Director - Denton County, TX Aug 208 Deputy Director of Development Services Tourism and Community Development Director - City of Bloomington, IL Aug 2019	**Construction** Field Engineers - Middlesex Corp. Jan 2020 Project Engineers - Superior Const. Aug. 2020 Project Schedulers (Primavera Project Managers - Middlesex Corp. Dec 2019 Project Executive - Middlesex Corp. March 2020 Project Superintendent - Pepper Contracting Jan 19 Resident Engineers - Prince Contracting Nov 2018 Cost Engineers - Superior Const. July 2020
Information Technology IT Director - Littleton, MA Dec 2019 IT Manager - Middlesex County Nov 2018 IT Manager (Police Department) - City of Lighthouse Point March 2018 IT Developer - Goochland County March 2018 GIS Manager - Town of Hilton Head Island- Sept 2018 Senior Software Developer - The Port Authority of NY & NJ March 2019	**Accounting/Safety/EMS/Emergency Management** Emergency Management Coordinator EMS - Executive Director City of Lighthouse Point July 18 Director of Safety - Superior Const. Aug 2020 Safety Manager - Middlesex Cor[. Dec 2019 Finance Controller/Auditor/Comptroller Senior Accountant Budget Officer - Maryland State Department of Education March 2018 Chief Accounting Officer - Middlesex Corp. Nov 19

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SUNSHINE ENTERPRISE USA

REQUEST FOR PROPOSALS
EXECUTIVE SEARCH FIRM SERVICES
CITY OF FOLSOM

FEBRUARY 12, 2025

C. CLIENT REFERENCES

James Wills
Sr. Vice President of Business Development
The Middlesex Corporation
10801 Cosmonaut Blvd. Orlando, FL 32824
jwills@middlesexco.com
Office: 407-515-3567
Services Date: From June 2014 until the present

Doug Wycoff
Deputy Director, ITS Engineering & Operations
Tampa International Airport/Aviation Authority
Office: (813) 546-8125
Cell: (813) 215-2645
DWycoff@TampaAirport.com
Services Date: From July 2017 until the present

3. Curtis Long
Chief Operating Officer
P&S Paving, Inc.
Mobile: (904) 545-8763
Office: (386) 258-7911
Services Date: From March 2020 until the present

Signature: Rania Hanna

Authorized Name: Rania G Hanna
Position: President
On behalf of: Sunshine Enterprise USA

2. PROPOSED METHODOLOGY AND APPROACH

A. OUTLINE OF THE PROCESS FOR CONDUCTING EXECUTIVE SEARCH

As the successful contractor, we will provide you with the quality services and expertise our clients have come to expect. We have a strong history of recruiting diversifed workforce as it is the policy of the Company to prohibit discrimination and harassment of any type and to afford equal employment opportunities to all applicants and team members

"The Company provides equal opportunity in all of its recruitment practices, including selection, hiring, promotion, transfer, and compensation, to all qualified applicants and team members without regard to race, religion, color, sex, sexual orientation, gender identity, national origin, ancestry, citizenship status, uniform service member status, marital status, domestic partner status, pregnancy, age, medical condition, disability, genetic information or any other protected status in accordance with the requirements of all federal, state and local laws".

Our Management Services Feature:

- Designing a customized recruitment strategy to match your history and leadership patterns, current issues and future challenges;
- A calendar that starts immediately upon authorization to proceed, includes regular progress reports, and usually concludes within 10 to 20 days. We can expedite the search if desired, and will work with the Project Manager and Board of Directors' meeting schedules as needed;
- An extensive, narrative-written job profile including your organization's history and leadership patterns, current issues, and future challenges of the job;
- A recruitment process and approach that includes advertising, but also relies more upon aggressive networking than passive advertising;
- A large pool of applicants who meet the minimum qualifications and a targeted, diverse pool of qualified, proven candidates for interview;
- Comprehensive reference and background checking;
- Ongoing quality review of project deliverables, time and service benchmarks, weekly status reports, candidate reports, and coordination/communication between Sunshine Enterprise USA and the Hiring Manager and Selection Committee;
- Personal guidance and assistance to the Clients, Board, Selection Committee, Human Resources, Departmental representatives, and other staff that facilitates interviews, candidate travel, evaluation of candidates, decision-making, relocation, negotiations, and employment agreement assistance with the candidate selected.

Task Summary – General Approach:

We have a straightforward, structured search process. We adapt it to your requirements, and then ask you to join us as partners in its implementation. We will work closely with the Clients' Selection

Committee, management and staff to establish agreed upon strategy, tools, critical path items and decision points of note in the search process.

Please see "Project Team and Resumes" for our firm's work team assignments. At each stage, we provide written materials, training, and explanations as needed. Although we follow a clear strategic work plan and closely monitor agreed upon tasks and goals, we also believe that, in the long term, results are most important.

The following Tasks and Outcomes address the general approach and services provided:

- ### Scope of Services

  The scope of services will consist of recruitment/market strategy, recruitment including advertisements, mailings, networking, cold calling and development of a position profile/ brochure; candidate contacts/evaluation, screening, including review and the development of a written Progress and Final Report of leading candidates and finalists; performing reference and background checks; regular verbal and written status reports; assisting in the interview process, candidate negotiation, and holding periodic meetings with the Board, the Selection Committee and appropriate designated staff.

- ### Key Meetings

  We will also meet with The Selection Committee, designated staff, community/ public representatives, and other key stakeholders at the beginning of the contract to identify major issues the future hires will face; determine the critical qualifications for the position(s) as identified by you; establish specific timelines; and collect information to develop the search criteria and develop a search profile. We would also anticipate at least two later meetings to discuss/review the written Progress Report (Leading Candidates), and participate in final interviews (Final Report).

- ### Advertising

  Appropriate advertising will be used. This includes hard-copy publications and electronic media and other organizations and publications specific to the type of position including to the job type as well as Industry web-site, local media, etc. Please note, however, that in our experience, the best candidates often come from networking rather than advertisement. We therefore focus a great deal of time on the networking and personal contacts. Our recruiters use a variety of sourcing methods which include both technology-based resources as well as more traditional sources, such as networking and employee referrals.

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Local Sourcing

Our search begins in the local community where our candidates live and work.

- Community Resources.
- Veterans Events and Resources
- Employee Referrals
- Passive Job Seekers
- Local newspaper, radio stations and TVs
- Billboards
- LinkedIn
- Glassdoor
- HealthcareITCentral
- HealthJobsNationwide
- Indeed
- CSMFO
- CFMA
- NFBPA
- Governmentjobs.com
- International Hispanic Network
- USAjobs.com
- Universities
- Community Colleges
- BioSpace
- Monster
- Dice

Niche Sourcing

Our focused sourcing allows us to become experts in terminology, nuances and regulations of each industry.

- Diversity Resources
- Professional Organizations
- Targeted Advertising and Job Fairs

Internet Sourcing

We use state of the art recruiting systems, industry job boards and social networking sites to reach job seekers online.

- Industry Job Boards
- Advanced Search Techniques

By focusing our recruiting efforts on Local, Niche and Internet sourcing, we can ensure that you receive the only best qualified candidates.

The Advertising and Recruitment stage includes ad placement, email distribution of the Position Profile, responding to inquiries about the position, and ongoing communication with applicants and prospects.

Ad Placement/ Social Media and Marketing of Position

The Executive Recruiter and client work together, to determine the best ways to advertise and recruit for the position. Ads are typically placed in various state and national publications, targeting the most effective venues for reaching qualified candidates for that particular position.

Ongoing Communication with Applicants and Prospects

Sunshine Enterprise USA communicates with all applicants on a frequent and ongoing basis to ensure applicants stay enthusiastic about the opportunity. Outstanding prospects often will not submit a resume until they have done considerable homework on the available position. A significant number of inquiries will be made, and it is essential that the executive search firm be prepared to answer those questions with fast, accurate, and complete information, and in a warm and personal manner. This is one of the first places a prospective candidate will develop an impression about organization, and it is an area in which Sunshine Enterprise USA excels. Sunshine Enterprise USA also utilizes Google Alerts for each client organization and provide updates to our Executive Recruiters and applicants of any references made regarding the client organization in various media outlets.

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- ## Initial Candidate Screening

  We sort candidates based on the criteria established, profile, comments from peers and colleagues, training & education, resume/bio review, communication ability and experience, accomplishments, references, background checks, telephone and personal meetings, review of appropriate writing and work samples, the degree of their expressed interest/commitment to consider the specific position, and many other methodologies. The written Progress Report and Progress Meeting that is provided to you is also key to assuring that we are on track and to narrow the field from leading candidates to finalists for interview and reduce (with your input) to a list of screened finalists.

Success Profile

The desired skills, experience and temperament critical to successful performance are all factors of the Success Profile.

Phone Screen

An initial telephone screen verifies a candidate's overall availability and fit as a contract employee. We address ability to perform the position and establish availability for the duration of the position. If we feel the employee is a good match, we will set up an appointment for a personal interview.

- ## Interview Process

  In addition to our telephone interview/screening/assessment of candidates, and face-to-face or video conferences with potential finalists, we will assist with the interview process as well as provide negotiation support.

In-Depth Personal Interview

Every candidate undergoes a comprehensive assessment process, which includes both in-person and virtual interviews. Our commitment to thorough evaluation ensures that each candidate possesses the essential qualifications, relevant experience, and the temperament necessary for the position. During these interviews, our skilled recruiters meticulously evaluate the candidate's ability to perform the designated role, confirm availability for the start date and duration of the assignment, and validate previous salary history and current salary requirements. The combination of in-person and virtual interviews allows us to holistically gauge candidates' capabilities while providing flexibility for those who may be geographically distant or prefer the convenience of virtual interactions. This approach ensures that our hiring process is both rigorous and adaptable, ultimately leading to the selection of candidates who align seamlessly with our organizational needs. **Follow-Up Interview**

The candidate is interviewed a second time, either over the phone or in person. The purpose of this interview is to review the position and its requirements and assure again that the candidate is capable and willing to meet job expectations of Sunshine Enterprise USA and The Client.

Assessments (DiSC and I-OPT)

It is critical for you to know as much as you can about your new employees, managers, executives before hiring him/her. Historically, employers have depended upon resumes, references, and interviews as sources of information for making hiring decisions. In practice, these sources have often proved inadequate for consistently selecting successful employees. The use of assessments has become essential for employers who want to place the right people in the right positions.

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Sunshine Enterprise USA uses a DiSC Management assessment tool, which is among the most validated and reliable personal assessment tools available. The DiSC Management Profile analyzes and reports comprehensively on the candidate's preferences in five vital areas: management style, directing and delegating, motivation, development of others, and working with his/her own manager. The I-OPT Assessment is a tool that measure how a person perceives and processes information. How someone perceives and processes information has a profound impact on what motivates a person, how a person sees an issue, and how that person interacts with others on team projects. Understanding one's own I-OPT Profile makes it possible to be more self-aware. Understanding another's I-OPT Profile helps predict how he or she will approach any given situation.

- **Candidate Screening**
  Together with the designated staff/contacts, we will reduce the pool of candidates to a list of no more than 15 semi-finalists and from there to approximately five or six (5-6) screened candidates for interview. Summary information will be provided on the leading candidates to include – background, achievements & strengths, etc. We also conduct initial reference and social media checks on the top candidates invited for interviews. A complete background and reference check will be conducted on the final candidate.

- **Reference & Background Screening**
  Applicant information is verified via discussion with the applicant, peers, colleagues, subordinates, bosses, news media, review of reports & documents, writing samples, background screening and references, education & employment verification, telephone, video conference and/or face-to-face meetings/interviews, and other means including occasional psychological testing and assessment centers. DMV, Criminal, Credit and other background checks are also completed.

- **Employment and Reference Verification**
  A minimum of five reference checks will be performed for each candidate before he/she is placed on a contract. The references we obtain are recent, relevant to the position and from a direct supervisor. We verify dates of employment, job description and assess overall ability through contact with each reference and employers.

- **Selection Process**
  Selection is made using all of the above plus an interview(s) between the candidate(s) and you. We also involve the candidate's family and significant others in the process as appropriate. During the interview and screening process, we will consult and assist you with screening including rating and other tools.

- **Offer Negotiations**
  We work closely with the final candidate(s) and you to help negotiate an offer, acceptance, employment agreement/contract, starting date, etc. This often includes assistance drafting offer letters, compensation/benefit research, contract/agreement review, discussion with legal counsel when appropriate, and individual negotiation. We make it a point to be available to help both the final candidate and you to reach an amiable conclusion that ends with confidence and enthusiasm on both sides.

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- **The Hiring Manager, Selection Committee, Human Resources & Appointing Authority**

  As noted earlier in this proposal, we have worked with hundreds of public sector and private sector clients including cities, counties, states, the federal government, and numerous utilities, transportation, educational institutions and other public service organizations. As such we have also worked with the Boards, Councils, Advisory Boards, Stakeholder Groups, and Committees, Selection Committees, Public & Citizen's groups, State, Local and Federally legislated and mandated advisory boards, commissions, as well as elected local, state, and national representatives. The Client, Appointing Authority, Selection Committee and other Executives (and their delegates) are critical to the search process from assistance in providing initial information regarding goals and objectives of The Client, criteria relevant to the duties and responsibilities of the position being recruited including input and approval of the overall recruitment process and recruitment profile/challenge statement/ brochure, interview and selection of the final candidate, approval of the final employment agreement, etc. Our role is to assist in the process and to consult with and help you to make a well-informed decision. We believe the final choice is yours to make. We will help you make a well-informed choice by framing what we have together learned about the candidates in the context of the job and specific requirements. Our role is to help make that decision easier.

- **Search Closure/Sign-offs**

  At the end of the search, all applicants will be appropriately notified of the result in a professional manner that reflects well on the client.

- **Quality Control/Assurance**

  All work done as part of any and all search or consulting work for the Client will be subject to quality assurance, quality monitoring, quality improvement, task review and/or confirmation, and standards review as part of current Sunshine Enterprise USA's Policy and Operating standards. Overall supervision is provided by the President of the company with support from the Executive Vice President and Vice President/General Counsel as needed. We will establish benchmarks in conjunction with the Client as required or appropriate.

- **End-to-End Requisition Lifecycle**

Vacancy Management	• Notification of open vacancies • Monitor requisition process through the applicant tracking system for approval • Manage internal applicants if necessary • Develop external postings with hiring manager • Post vacancy to Government websites, career page, jobs boards selected through program agreement • Manage and update all candidate flow and vacancy status for open vacancies using the applicant tracking system • Close vacancy and remove from external posting upon start date

Candidate Sourcing	• Create branding messages that address WHY, WHO, Objections and FAQ's • Work collaboratively with CalOptima to provide clear business requirements and recommendations to improve the candidate experience and career site • Engage in ongoing pipeline/building networks for reliable skill-sets • Leverage national job boards, niche job board sites, relationship with professional associations • Provide bes-in-class supplemental position recommendations • Use of social media channels to build and manage employment brand • Host job fairs, Colleges & Universities career fairs and community events as necessary
Candidate Screening/ Disposition	• Perform phone screens to identify most qualified candidates • Screen candidates utilizing tools and/or recruiters cosistent with agreed upon hiring criteria • Send disposition communication to all canddiates that are not qualified
Candidate Presentation/ Submittal & Certifications	• Provide research and date to hiring manager that supports recruiting activity • Provide shortlist of candidates for consideration to hiring manager • Manage communication with hiring manager to provide real-time requisition updates
Interview Logistics	• Schedule all phone, video and in-person interviews with hiring team • Manage all travel requests and logisitics for in-person interviews
References/ Drug Testing/ Background Screening/Badges/ Clearance Processing	• Perform reference checks using agreed upon process • Initiate drug testing and background check screening per the policy • Facilitate clearance checks, if required
Offer Management	• Develop employment offer terms with hiring manger to include but not limited to compensation, education and health benefits • Extend verbal offer to selected candidate • Compose offer letter and facilitate hiring manager review and approval process • Deliver offer letter to applicant • Manage all offer negotiation communication between applicant and hiring manager
Onboarding	• Send on boarding forms and start date, logistics, instructions along with the company policy to the new hires. • Collect forms designated as required prior to and on start date • Help to coordinate first day experience
Performance Management	• Provide real time reporting and metrics • 14 & 45 days review with new hires then shared with hiring manager • Monthly and quarterly partnership reviews to include: SLA performance, candiaate and requisition data, key messaging and highlights, and recoomendations for program enhancement

Signature: Rania Hanna

Authorized Name: Rania G Hanna

Position: On behalf of: President, Sunshine Enterprise USA

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REQUEST FOR PROPOSALS
EXECUTIVE SEARCH FIRM SERVICES
CITY OF FOLSOM

FEBRUARY 12, 2025

3. PROJECT TIMELINE

A. PROPOSED TIMELINE FOR THE RECRUITMENT PROCESS (INITIATION TO PLACEMENT)

WEEKS	TASK
Week 1	Contract Executed Outline Project Plan, Timeline Individual Interviews with Search Committee/Key Personnel/Community Leaders (if desired)
Week 2	**Final recruitment brochure released** Development of Position Profile Brochure Search Committee Reviews and Approves Brochure
Weeks 3-7	**Open recruitment** Ad Placements Accept Applications Screen Applications (paper review and phone interview) Triage and Scoring of Resumes Search Committee Briefing (Slide Presentation)/Select Semifinalists
Week 8	**Close recruitment**
Weeks 8-10	**Quality Assurance and Candidate Evaluation** Candidates Complete Questionnaire and Online Interviews Deliverable: Semifinalist Briefing Books Comprehensive Background Screening Report Candidates Complete DiSC Management Assessment Candidates Complete I-OPT Assessment
Weeks 11-12	**Hiring Interviews** Deliverable: Finalist Briefing Books Stakeholder Engagement (if desired) Conduct Interviews Reference Checks Negotiations Announcement/Press Release (if desired)

**Each search timeline is different based on the particular needs of the organization. Sunshine Enterprise USA has completed searches in as little as 45 days, although this is not the recommended approach. We have also extended searches well beyond 15 weeks, based on the preference of the client.*

Signature: Rania Hanna

Authorized Name: Rania G Hanna
Position: President
On behalf of: Sunshine Enterprise USA

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REQUEST FOR PROPOSALS
EXECUTIVE SEARCH FIRM SERVICES
CITY OF FOLSOM

FEBRUARY 12, 2025

4. FEE STRUCTURE

Full Recruitment	Total Fixed Not to exceed Costs
PUBLIC WORKS DIRECTOR (CITY OF FOLSOM)	$34,000.00
% due upon Execution of Service Order	1/3
% due upon Acceptance of Recruitment Profile	1/3
% due upon completion of Final Interviews /Background Checks	1/3
Estimated Expense Costs – If not included in above: (example: Travel, reimbursements)	Total Fixed Not to exceed Costs
Travel Expenses	$5,000.00
Ad-hoc Requests (See Section 3 for description)	Total Fixed Not to exceed Costs
Vendor Hourly Rate for Other Recruitment Activities (example: Creating a Brochure or only Outreach) ;	$250.00 per hour
Satisfaction Guarantee	
Do you offer a Satisfaction Guarantee? Yes or No	Yes
Additional Costs for Guarantee – Fixed Costs not to exceed; Includes Advertising cos	$5,000.00
Cost of Living For Option on Years Only	
Cost of living increases after the initial term of the contract (per option year):	3%

Signature: Rania Hanna

Authorized Name: Rania G Hanna
Position: President
On behalf of: Sunshine Enterprise USA

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SUNSHINE ENTERPRISE USA

REQUEST FOR PROPOSALS
EXECUTIVE SEARCH FIRM SERVICES
CITY OF FOLSOM

FEBRUARY 12, 2025

Sunshine Enterprise USA hereby acknowledges and agrees, if we are the successful bidder, that:

1. Sunshine Enterprise USA Offers: **Contingency Search Fee:**20 percentage (20%) First Year Salary charge that Client can be invoiced per each professional position that is filled. (i.e. Base salary $150,000 x 20% = $30,000. Client will be invoiced for the amount of $30,000) to be paid on Net 30 basis.

2. Sunshine Enterprise USA offer a discount of %1 in case the client opt to hire us recruiting multiple positions.

3. Professional fees for the search are billed in three equal installments during the course of the search. The initial installment is billed after the Organizational Inquiry and Analysis is completed and the position profile has been created. The second installment is billed when semifinalists are selected. The final installment is billed at the conclusion of the search. Expense (reimbursable) items and supplemental services will be billed with each of the three installments, as appropriate.

4. Sunshine Enterprise USA agrees that the cost must be all inclusive to include agency travels, up to two trips to the Client, lodging, and other expenses. Cost is to include criminal background checks, credential checks including educational credentials, and credit/financial checks on selected candidates to be interviewed by Client.

5. Sunshine Enterprise USA agrees that the cost incurred by actual candidates interviewed by Client's Staff will be paid separately to Sunshine Enterprise USA and according to the Client's guidelines. (Ex: airline tickets, lodging, meals, car rentals, lodging, meeting rooms for interviews and catering services. This list is not all inclusive, to the Client's may request additional services to be provided for the interviewees as needed. Sunshine Enterprise USA will invoice the Client's for the candidate's expenses without any mark-up fees. the Client will pay Sunshine Enterprise USA for all approved expenses.

6. Sunshine Enterprise USA agrees to be responsible for all out of pocket expenses such as: clerical, administrative support, travels including up to two (2) visits to the Client if required, all advertising expenses, lodging, meals, rentals cars, and any other soft cost expenses necessary to complete the search.

7. Re-initiate a one-time additional executive search, at no fee to the Client, if a successful candidate is not located or if a successful candidate leaves the employment of the Client within a year of placement.

8. All of the advertising fees are to be included in the 20% markup fee based on the salary of the open position.

9. Alternate Proposal:**Retained Search Fee:** 25 percent (25%) First Year Salary charge that Client can be invoiced per each professional position that is filled. (i.e. Base salary $150,000 x 25% =$37,500. Client will be invoiced for the amount of $37,500).

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SAMPLE

Search Services Agreement

This Agreement ("Agreement") is made this ___ day of _____, 20__ between Sunshine Enterprise USA LLC, doing business as Sunshine Enterprise USA (SEU), a Florida corporation, with its office at 500 Winderley Place Suite 218, Maitland, FL 32751 ("SEU") and _____, with office at _____ ("CLIENT"), each individually a "Party" and jointly the "Parties". The Parties agree as follows:

1. ***Services.*** CLIENT requests personnel search services from SEU, within the United States, for the purpose of identifying full-time employees to be placed at CLIENT. SEU agrees to use best efforts to provide CLIENT with qualified candidates possessing the requisite education, training, experience and skills ("Candidates") as specified in the applicable CLIENT job orders; provided, however, CLIENT shall satisfy itself as to the background, qualifications, and suitability of the Candidate(s) and shall be solely responsible therefor.

2. ***Search Fee.*** CLIENT agrees to pay SEU 25% of the first year's total Compensation ("Search Fee") for each Candidate placed by SEU with CLIENT ("Placed Employee"). "Compensation" shall mean the first year's equivalent annualized remuneration, including (without limitation) any car allowance, travel allowance, signing or guaranteed bonus(es) or other payment, commissions and/or guaranteed increase in salary, which form part of the initial compensation plan for the first year of employment and to which the Candidate may be entitled. SEU shall be entitled to the Search Fee provided herein where the CLIENT hires a Candidate within one 1 year of SEU introducing the Candidate to CLIENT. CLIENT understands and agrees that where it interviews any Candidate(s) presented by SEU, CLIENT shall be deemed to have accepted the terms set forth herein.

3. ***Guarantee***. If the Placed Employee voluntarily ends his/her employment with CLIENT or is terminated for cause by CLIENT, for any reason other than a material change in job duties, lay-off, reorganization or relocation of job function to a distance of more than 25 miles, SEU will conduct a search for a replacement Candidate. If SEU is unable to find a suitable replacement candidate within 90 days from the date CLIENT notifies SEU of the Placed Employee's termination of employment, SEU shall provide CLIENT a credit for the Search Fee paid by CLIENT to SEU as follows:

0 – 30 days of employment	100% placement credit
31 – 60 days of employment	50% placement credit
61 – 90 days of employment	25% placement credit Search
91+ days of employment	Fee deemed earned

CLIENT understands and agrees that the guarantee policy shall apply only where payment for the Placed Employee has been rendered in accordance with section 4 below.

Invoicing and Payment Terms. CLIENT will be invoiced the Search Fee on the first day of the Placed Employee's employment with CLIENT. CLIENT shall pay SEU net 30 days from receipt of invoice. CLIENT's point of contact responsible for invoice payment is **Accounts payable.** If CLIENT fails to remit payment to SEU, as invoiced, interest shall accrue at the rate of 1% per month or the maximum rate allowed by law, whichever is less. In the event SEU initiates collection proceedings for past due amounts, CLIENT shall reimburse SEU for any and all costs associated therewith including, but not limited to, attorneys' fees, SEU staff time, fees for third party collection services, and court costs.

Limitation of Liability. **IN NO EVENT SHALL SEU, ITS EMPLOYEES, CONSULTANTS OR CONTRACTORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES**

INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST REVENUE OR LOSS OF GOOD WILL, ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT OR TORT OR OTHERWISE, EVEN IF THE PARTIES KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. ADDITIONALLY, SEU SHALL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER CAUSED BY: (A) ANY ACTS OR OMISSIONS OF ANY CANDIDATE(S) INTRODUCED TO CLIENT; (B) ACTS OR OMISSIONS BEYOND ITS CONTROL; OR (C) EVENTS OF FORCE MAJEURE; AND PROVIDED FURTHER, THAT IF CLIENT REQUESTS OR DIRECTS THAT SEU PERFORM AN ACT OR OMIT THE PERFORMANCE OF AN ACT, AND IF SEU PERFORMS OR OMITS THE PERFORMANCE OF SUCH ACT AS DIRECTED OR REQUESTED, OR IF CLIENT APPROVES, AFFIRMS OR RATIFIES THE PERFORMANCE OR OMISSION OF ANY ACT OF SEU, THEN NOTWITHSTANDING ANYTHING IN ANY SECTION OF THIS AGREEMENT, CLIENT SHALL HAVE NO CLAIM AGAINST SEU FOR LIABILITY IN CONNECTION WITH SUCH ACT OR OMISSION TO ACT. TO THE EXTENT PERMITTED BY LAW, SEU' LIABILITY SHALL BE LIMITED TO DIRECT LOSSES ARISING FROM SEU'S NEGLIGENT OR INTENTIONAL ACTS AND ITS LIABILITY SHALL BE CAPPED AT THE FEES PAID, OR TO BE PAID, TO SEU FOR THE PLACEMENT GIVING RISE TO THE LIABILITY.

6. ***Term; Termination.*** This Agreement shall remain in effect until terminated as provided herein. Either Party may terminate this Agreement, without cause, upon at least ten (10) business days' prior written notice to the other Party.

7. ***Compliance with Law; EEO Statement.*** The Parties shall comply with applicable federal, state and local laws and regulations governing this Agreement. SEU and CLIENT are Equal Opportunity Employers and do not discriminate in recruiting, hiring, training, promoting or other employee practices on the basis of race, color, religion, sex, marital status, age, national origin, disability status or any other basis protected by applicable federal, state or local law.

8. ***Sales Tax.*** Bill rates included in Search Fees listed in section 2 are exclusive of any applicable sales tax. CLIENT shall remit applicable sales tax, as invoiced, or provide SEU with a direct pay permit or certificate of exemption.

9. ***Entire Agreement; Amendment.*** This Agreement constitutes the entire understanding of the Parties and shall supersede all prior agreements and understandings between the Parties with respect to the subject hereof. This Agreement may be amended only by written document signed by both Parties.

Sunshine Enterprise USA	**"CLIENT"**
By: _____	By: _____
Printed Name: Rania Hanna	Printed Name: _____
Title: President	Title: _____
Date: _____	Date: _____

SAMPLE

Retained Search Fee Agreement
Executive Search

This retained search fee agreement is commencing on _____ between Sunshine Enterprise USA LLC and _____. If these terms do not reflect your understanding of our agreement, please call us immediately.

1. RETAINED SEARCH TERMS & EXCLUSIONS

Our service fees are on an exclusive, retained basis and are billed as follows when a candidate enters into a service relationship with you or your affiliate within one year after our most recent communication relating to the candidate based on the following schedule:

- COMMENCEMENT: 1/3 to initiate the search
- FACE TO FACE: 1/3 upon face to face interview
- START DATE: Remainder of 25% for North America and 30% for Outside of North America due within 7 calendar days of start date

2. EXECUTIVE SEARCH POSITIONS

See Exhibit B

3. SERVICE FEE AND EXPENSES

Our service fee is equal to thirty percent (25%) for North America and thirty-five percent (30%) for Outside of North America of the candidate's first year's base compensation.

Pre-approved coach class airfare expenses and business class hotel accommodations for travel to client site, trade show attendance requested by client, or in-person candidate interviews requested by client shall be billed directly to client.

4. REPLACEMENT GUARANTEE

If the service relationship between you and the candidate is terminated, we will replace the candidate, provided that you notify us in writing of all facts relating to the termination of the relationship within five (5) business days after its termination under the following remuneration schedule:

100% - Before the 30th calendar day of employee start date
50% - After the 31st calendar day of employee start date but before the 90th day
25% - After the 91st calendar day of employee start date but before the 360th day
10% - After the 361st calendar day of employee start date but before the 1800th day

This guarantee is not applicable if the service relationship is terminated because the position is eliminated or because you have insufficient work for the candidate. This guarantee is to allow you to satisfy yourself that the candidate has the requisite experience and qualifications, and that information provided by the candidate and other sources, directly or through us, is accurate. THIS GUARANTEE SHALL BE YOUR SOLE REMEDY.

Should final payment(s) not be received in our office within 7 calendar days of candidate start date this replacement guarantee will be void.

Your acceptance of referrals from us shall be conclusive evidence of your acceptance of our schedule of charges, terms and conditions, unless we have signed a written modification. If collection activities are necessary, you agree to pay all expenses thereof, including reasonable attorney's fees. You consent to the jurisdiction of the courts of the state of Florida and agree that its laws shall govern our relationship.

Email
info@seu-usa.com

Phone
407-636-2982

Address
500 Winderley Pl., St 218,
Maitland, FL 32751

Retained Search Fee Agreement
Executive Search

5. PRIOR RECEIPT OF CANDIDATE

Your prior receipt of a candidate's resume or other material from the candidate or any other source, shall not affect your obligation to pay our service fee, unless the candidate was under active consideration by you for this position at the time of our referral as evidenced by scheduled interviews within the last 90 calendar days and identified, in writing, within 10 calendar days of this agreement.

6. CONFIDENTIALITY

Candidates are referred to you in confidence. Should you refer or identify such a candidate to another company that enters into a service relationship with the Candidate, both companies shall be responsible for the payment of the service fee.

7. DEFINITIONS

The following definitions are applicable to this Agreement: "Candidate" means a person referred to you by us, directly or indirectly. "Refer" means the disclosure by us of the identity of a candidate by any means, orally or in writing. "Service Relationship" means your engagement of the services of the candidate in any capacity, including as an employee, independent contractor, consultant, or other representative. "First year's compensation" means a reasonable estimate of all compensation expected to be earned by the candidate during the first year of thee service relationship, including salary and bonuses. The estimate is to be determined as of the time when the service relationship is to begin, and shall not be increased or decreased thereafter.

8. PERFORMANCE GUARANTEE

If Sunshine Enterprise USA fails to present at least two (2) qualified candidates within ninety (90) calendar days from the date the search begins, Sunshine Enterprise USA shall refund to the client the second Retainer fee payment. The search start date will be one business day after the date both the executed search retainer agreement and the retainer fee are received by Sunshine Enterprise USA .

If at least two (2) qualified candidate(s) are presented within ninety (90) calendar days from the date the search begins, but client fills a position through its own efforts or through another source, there will be no refund.

If Sunshine Enterprise USA presents at least two (2) qualified candidates within ninety (90) calendar days from the date the search begins but client either: (1) fails to interview said candidates within ten (10) business days from the date of initial candidate presentation, or (2) fails to complete the interview process to the point of making an offer to enter into a service relationship within (10) calendar days from the date of initial candidate presentation, client shall not be entitled to any refund.

9. EQUAL OPPORTUNITY

We do not discriminate in the acceptance or referral of candidates on the basis of race, color, religion, sex, age, national origin, marital status, disability, or other protected characteristic.

Email
info@seu-usa.com

Phone
407-636-2982

Address
500 Winderley Pl., St 218,
Maitland, FL 32751

SAMPLE

Retained Search Fee Agreement
Executive Search

Please E-Sign or print, sign, and then fax this agreement to (407) 636-2985 OR return by email with a phrase indicating your approval in the subject line. By electronically or physically signing this Agreement, you agree to the Terms and Conditions as stated herein as an authorized representative of your company.

Signature: _____ _____
Date

Authorized Name: Rania G Hanna

Position: On behalf of: President
Sunshine Enterprise USA

Authorized Approval on Behalf of: _____

_____ _____
Signature Date

Email
info@seu-usa.com

Phone
407-636-2982

Address
500 Winderley Pl., St 218,
Maitland, FL 32751

SAMPLE

Exhibit A

COMPANY: **POSITION:**			**SEARCH COMMENCEMENT DATE**	
Title			** Confidential Search?	***Retainer:
Base Salary	Low	High		Advertised $ Amount
Estimate Bonus/Commission $	Low		High	
Estimated Total Year 1	Low	High	Advertised FY $	Midpoint / Comments
Sign On Bonus	Low		High	
Car/ Car Allowance	Company	Allowance/Mo – Amount $		Mileage Reimbursement Amount
Benefits	Materials available (email, if possible)	Insurance		Stock Options Amount
Special Circumstances for this Position				
Relocation Options (Yes/No)	Materials available?	Moving Expenses	Temporary Housing	House Hunting Trip
Relocation Amount (Estimated)	Grossed up? Y/N	Fam Trip	Temporary Housing	Real Estate Fees
Executive Incentives (If any)				
Location of Position	**Location***			
Home Office / ***Field*** / ***Virtual***	**Details:**			
Comments:				

* If location changes or there is a change in any of the factors in the shaded areas above, the search timeline will be re-set ** If confidential, every attempt will be made to insure the confidentiality of this search; however, we cannot guarantee *** Retainer amount to be billed $

Date

Sunshine Enterprise USA Date

Email
info@seu-usa.com

Phone
407-636-2982

Address
500 Winderley Pl., St 218,
Maitland, FL 32751

SAMPLE

Exhibit B to Engaged Search Investment Agreement
Executive Search

You wish us to recruit Candidates for the positions listed below under terms and conditions previously agreed upon in Master Search Fee Agreement. Master Agreement terms and conditions will be in adherence for any additional position not listed below, _____wishes Sunshine Enterprise USA to recruit for:

•

TYPE SEARCH:

☐ This is a **CONFIDENTIAL** search and will not be advertised. Candidates will not be informed of the company name until candidate has indicated an interest. In the case of a confidential search, while the utmost of care will be taken to protect the confidentiality of the company and this search, we cannot guarantee that employees or others will not become aware of this search during the course of the search.

☐ This is an **OPEN** search and will be advertised. Methods used in the search will be chosen by Sunshine Enterprise USA . Unless given written instructions to the contrary, those resources may include print advertising and/or Internet postings. _____, reserves the right to editorial control of any marketing collateral created for the recruitment of positions beyond typical print advertising and Internet postings.

Please E-Sign or print, sign, and then fax this agreement to (407) 636-2985. By electronically or physically signing this Agreement, you agree to the Terms and Conditions as stated herein as an authorized representative of your company.

Signature: Rania Hanna _____ Date _____

Authorized Name: Rania G Hanna

Position: On behalf of: President
Sunshine Enterprise USA

Authorized Approval on Behalf of:

_____ Date _____

SUNSHINE ENTERPRISE USA

REQUEST FOR PROPOSALS
EXECUTIVE SEARCH FIRM SERVICES
CITY OF FOLSOM

FEBRUARY 12, 2025

5. TEAM AND QUALIFICATIONS

- Our team brings to this project a combination of background and skills vital to the requirements of the solicitation. As previously noted, the overall Project Manager will be Sam Faragalla, assisted by Rania Hanna and others who will also lend support as needed and are listed with their Bios below. Sam Faragalla will be the primary on-site manager. His background and experience include over 21 years of Recruitment and Executive Search experience on a national and global level.

- Our recruiters are all professionals, each with extensive management background as key executives in public organizations. The recruiters to be assigned to this work have significant personal experience recruiting a range of executive leadership and administrative roles for a broad range of clients. We assure that the individuals listed represent our current team assigned to search for Client and that any additional future staff assigned will be submitted to you for prior approval. We are available to immediately assist with your current needs.

- Current Sunshine Enterprise USA staff are thirty.

- The primary Sunshine Enterprise USA contacts for Client will be Sam Faragalla, MA, SHRM-SCP, Vice President; Rania Hanna, President; and other staff and research associates as needed.

- All of the above-mentioned staff may be involved in some phases and tasks of the search as previously outlined. On-sight representation will, however, primarily be the responsibility of Sam Faragalla and Rania Hanna. Research Staff will be responsible for advertising.

- We will spend whatever time is necessary to complete all tasks and objectives in the search plan. The main project Manager (Sam Faragalla) will be available by office and cell phone on a seven day per week, 24 hours per day basis. Other staff will be available during regular business hours during the day and by cell phone in the evenings if critical issues need to be discussed.

Signature: Rania Hanna

Authorized Name: Rania G Hanna
Position: President
On behalf of: Sunshine Enterprise USA

Email
info@seu-usa.com

Phone
407-636-2982

Address
500 Winderley Pl., St 218,
Maitland, FL 32751

REQUEST FOR PROPOSALS
EXECUTIVE SEARCH FIRM SERVICES
CITY OF FOLSOM

FEBRUARY 12, 2025

Quality Assurance

Sam Faragalla, Vice President, leads the Quality Assurance for Sunshine Enterprise USA. Sam guides the staff in responding to project issues, challenges and responsibilities to provide quality on every project. To assure quality on a project Sam may work on any and or all of the following phases of the project as listed below:

- Interviews, hires and conducts orientation sessions for new hires
- Assistance Problem Solving for all Challenges on the Project
- Timely responses to project issues and complexities
- Amenable Solutions to meet the Clients quality requirements and Budget Constraints

Executive Recruitment Team

Our executive recruitment team as headed by Mr. Sam Fargalla, possesses extensive public sector recruiting experience and will serve as resources throughout this recruitment effort. The specific project manager will be determined based on our ability to meet all your customer service needs in a timely and effective manner. We do not utilize subcontractors and no staff members will be removed or replaced without the prior written concurrence of the District. Their full resumes follow.

Role/Project Assignment	Name	Phone	Email
Finance Manager - President	Rania Hanna	+1 407-633-0188	raniah@seu-usa.com
Project Manager - Vice President	Sam Faragalla	+1 407-308-7989	samf@seu-usa.com
HR and Recruitment Lead	Andrew Cho	+1 407 768-1231	admin@seu-usa.com
Recruiting Manager	Federico Reyes	+971 529762334	recs@secgcc.com
Recruiting Manager	Mayur Joshi	+971 528239931	sales@seu-usa.com
Senior Executive Recruiter	Amy Pelland	+1 407-340-2081	seuec@seu-usa.com
Executive Recruiter	Helen Blondel	+1 407-768-1231	helenb@seu-usa.com
Executive Recruiter	Isabella Vicentelo	+1 407-636-1239	isabellav@seu-usa.com



Rania Hanna
President

Rania Hanna is an expert in the Recruitment, Payroll, Accounting and Staffing Industry

After living abroad for a few years, Rania developed a passion for Staffing and Finance business. She joined a large company in 2002 and had the opportunity to work all over the world with individuals and Corporations. In 2016, she formed Sunshine Enterprise USA with the initial intention of working with just Recruitment, Staffing, and Payroll Services.

She started servicing clients in response to the varied work climate that accompanied the construction, utilities, environmental and civil engineering industries. The constant disparities in workloads, varying contract locations, seasonal requirements and periodic need for specialists or professionals with unique skills makes it difficult to maintain proper staffing levels in these sectors. Understanding these recurring niche industry problems, Rania was chartered to serve the staffing needs of industries with strict regulatory guidelines and cyclic/seasonal trends.

Rania is results orientated professional, offering over 15 years of progressive responsibility in recruiting. Consistently recognized as strategic and a change agent with the proven ability to design, build and re-organize recruitment teams to meet or exceed corporate talent objectives. Resourceful decision maker who combines integrity, exemplary leadership and proven operational skill to lead complex projects from conception through completion. Motivated by quality and the customer experience, looks for out-of-the-box solutions in delivering best practice results.

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Sam Faragalla, MA, SHRM-SCP
Vice President, Marketing and Business Development
Project manager and liaison officer for this bid



Sam Faragalla, MA, SHRM-SCP is an expert in the Staffing and Recruitment industry. He is Human Resources Executive with over 15 years of comprehensive human resources experience including staffing, recruitment and retention, conflict resolution, change management, labor relations and benefits administration. Proven experience collaborating with senior management to conduct Human Resources strategic planning in order to support and further corporate goals. Possess broad knowledge of human resources in a variety of sectors including union and non-union environments and Fortune 500 companies with a large number of exempt/non-exempt employees. Demonstrated experience initiating cost containment strategies resulting in significant savings. Excellent ability to address and implement strategic plans for talent acquisition, retention and succession planning. Proven skills in labor and employment law including complaint investigation to thwart legal action.

Expertise in

Operations Management
Training & Development
Employee Relations
Compensation/Benefits Design
Harassment/EEO Compliance
Policy Design & Administration

He has been involved with his current and previous employers in a variety of projects. These projects include both public and private sector work, as either a prime or subcontractor. Public projects were large bid projects. These projects range from less than $100M to in excess of $600 million, individually.

Also, as part of his background, he has worked overseas in Oil & Gas then locally in Transit, Transportation and Heavy Civil Construction industries. Regardless of titles, all the roles he has filled has been "Hands-On" with day-to-day involvement in routine tasks, as well as managing the Business and Projects. He has a strong expertise in:

- Executive Recruitment Industries (Utilities, Infrastructure, Environmental, Marine, Construction, Oil & Gas, Manufacturing and Industrial)
- Recruitment and retention
- Employee relations and mediation
- Handbooks, policies and procedures
- Total Rewards and Benefits management
- Morale and communications
- Mentoring and counsel of staff and management
- Employment law & Legal compliance issues
- Performance management
- Diversity and Inclusion
- Corporate Social Responsibility

Sam maintains SHRM- Senior Certified Professional HR certifications that is along with his Master and Bachelor Degree.

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Phone
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Address
500 Winderley Pl., St 218,
Maitland, FL 32751

ANDREW CHO
Senior Recruitment Specialist / Operations Manager



EXECUTIVE SUMMARY

Andrew has quickly established himself as a key contributor at Sunshine Enterprise USA, leveraging his diverse experience and exceptional adaptability. With six years of experience teaching and managing small-scale projects in the education field in South Korea, Andrew honed his ability to navigate complex stakeholder dynamics while maintaining high ethical standards. His time in education cultivated a strong work ethic, exceptional organizational skills, and a talent for engaging effectively with employees, clients, and stakeholders.

Andrew's human-centric approach to recruitment and operations fosters trust among candidates, workers, and clients alike. His focus on creating win-win outcomes ensures that business objectives are met without compromising the needs of the individuals and organizations he supports. This balance has been instrumental in driving Sunshine Enterprise's growth and maintaining its reputation for excellence.

Professional Experience

- Establishes and maintains clear communication with clients to understand and direct recruitment needs, ensuring alignment with their organizational goals.
- Implements streamlined recruitment processes and best practices to improve candidate placement success rates and reduce time-to-fill for critical positions.
- Trains and mentors recruiters, equipping them with the skills and knowledge to succeed in sourcing and onboarding candidates for job readiness.
- Monitors recruitment metrics and team performance, identifying areas for improvement to enhance overall efficiency and client satisfaction.
- Contributes to key business functions, including payroll management, ensuring smooth operations across Sunshine Enterprise's diverse service offerings.

Education

University of Toronto - Bachelor's degree in Mental Health Studies

FEDERICO REYES, BS-HRM, MBA
RECRUITMENT MANAGER and Business Development
Assistant Project Manager for this bid



Federico is a Recruitment and Human Resources Professional with over 20 years of experience, he specializes in delivering tailored recruitment solutions for small and medium-sized enterprises and Multinational Companies. He has expertise spans across diverse sectors, including Healthcare, Consumer Goods, Information Technology, Finance, Telecommunications, and Management Consulting (Executive Search). He is passionate about designing and implementing comprehensive Full Cycle 360° Recruitment Processes that cater to both B2B and B2C environments. Through his strong analytical capabilities, he is able to effectively interpret data to make informed, strategic decisions that drive tangible business outcomes.

With a blend of business and technical acumen, he holds a Bachelor of Arts in Human Resources Management, a Diploma in Organizational Development, and have completed coursework toward a Master's in Business Administration (MBA). Over the course of his career, he has accumulated a wealth of experience across multiple industries, with a specific focus on Human Resources and Recruitment, particularly with some of the top MNC's and competitive Executive Search Firms.

Experience & Global Reach:

- Over 20 years of experience in Human Resources and Recruitment across industries such as IT, Finance, Telecoms, Healthcare, and Consulting.
- Expertise in recruiting and sourcing top talent from key global regions, including the GCC (Middle East), North America, Latin America, EMEA, Asia Pacific, and the United Kingdom.
- Extensive experience in end-to-end B2B recruitment and talent sourcing in the UAE (3 years) and the GCC region (8 years).

Strengths & Competencies:

- Multi-Industry Expertise: Proficient in recruiting for a wide range of positions, from entry-level to executive roles, using Competency-Based Interviewing techniques.
- Team Leadership: He excels in leading, inspiring, and mentoring teams to achieve recruitment and sales goals while fostering a positive, collaborative environment.
- Technological Proficiency: A tech-savvy recruiter, skilled in using a variety of recruitment technologies and platforms, including: ATS/CRM platforms: Workday, Peoplefluent, HubSpot, Salesforce, Infor, Taleo, JIBE, Bullhorn Reach, Loxo, and more.
- Recruitment Tools: LinkedIn Recruiter, LinkedIn Sales Navigator, LinkedIn Talent Insights, Dice, Monster, CareerBuilder, Naukrigulf, Gulf Talent, Bayt, and others.
- Relationship Building: He has a natural ability to establish rapport and build trust with both clients and candidates, consistently delivering key business objectives.

With a proven track record of success, he is committed to helping businesses thrive by securing top talent that drives growth and innovation. His approach blends industry insights with a deep understanding of recruitment strategies to deliver impactful results that elevate organizational success.

Email
info@seu-usa.com

Phone
407-636-29

Address
500 Winderley Pl., St 218,
Maitland, FL 32751

Mayur Joshi – B.Com, MBA (HR)
Recruitment Manager for this bid



Mayur Joshi is an accomplished Recruitment Manager with 12+ years of extensive experience across multiple regions, including the USA, GCC, Asia, and Southeast Asia. He has successfully led teams of both senior and junior recruiters, overseeing key aspects of the recruitment process such as client relationship management, resume screening, headhunting, and more.

With years of experience in talent acquisition, Mayur has developed a strong understanding of global recruitment strategies and has consistently delivered top-tier candidates to meet diverse business needs. His expertise spans various sectors and industries, allowing him to drive recruitment initiatives and support organizational growth effectively.

Mayur excels in building strong client relationships and optimizing recruitment processes to align with organizational goals. His leadership has driven successful strategies for talent acquisition, retention, and succession planning, contributing to long-term business success.

Expertise in

Global Recruitment Management
Client Relationship Management
Human Resources Strategic Planning
Team Management
Head Hunting
Cost Containment & Savings Strategies

Mayur Joshi has extensive experience in recruitment management, having led and executed a wide range of recruitment projects across both public and private sectors. His expertise spans across bulk hiring, overseas hiring, headhunting, lateral hiring, domain-specific recruitment, and manpower planning. With a solid track record of closing high-volume recruitment efforts, Mayur has successfully managed the hiring process for diverse industries and roles.

Throughout his career, Mayur has demonstrated exceptional hands-on involvement in the day-to-day recruitment operations, ensuring seamless talent acquisition processes while also managing broader business objectives. His recruitment experience includes working across sectors like Oil & Gas, Transit, Transportation, Heavy Civil Construction, Manufacturing, and IT, making him proficient in recruiting for both technical and non-technical roles.

Some of his key areas of expertise include:

- Bulk Hiring & High-Volume Recruitment
- Overseas & International Hiring
- Headhunting & Talent Sourcing
- Lateral & Domain-Specific Hiring
- Manpower Planning & Resource Allocation
- Recruitment & Retention Strategies
- Employee Relations & Mediation
- Total Rewards & Benefits Management
- Morale Building & Internal Communications
- Mentoring & Staff Development
- Employment Law & Legal Compliance
- Diversity & Inclusion Initiatives

Mayur's experience in managing recruitment teams and aligning talent acquisition strategies with business needs has resulted in the successful recruitment of top-tier talent across various industries, helping organizations achieve their long-term goals.

Amy Pelland
Senior Executive Recruiter



Amy is a Recruiting and HR professional with years of progressive experience identifying individuals' strengths.

With a Bachelor of Science from Florida International University, she began her career after college as a Career Services Coordinator at a well-known Computer Sciences School. Amy has placed over 250 successful candidates covering all areas of public sector executive search including city, county, state, special district, and regional governments.

Professional Experience

- In addition to recruiting experience Amy is also a Veteran and served 6 years in the US Air Force as a Medic. She has served her country but stateside and overseas to include a deployment to Afghanistan.
- Conducting public sector recruitments for executive level positions (includes upper- and mid-management, department directors, and council/board appointed positions).
- Managing entire recruitment process: develop and submit responses to proposals, meet with clients to understand their recruitment needs and develop a project plan, develop marketing brochures for recruitments, place advertisements, and research and identify potential candidates. Proactively contact potential candidates; market the position to them. Conduct screening interviews. Facilitate the entire interview process. Perform thorough reference checks and oversee extensive background checks on candidates. Negotiate employment agreements.

Education

- Western Governors University: Bachelor of Science in Human Resources Management

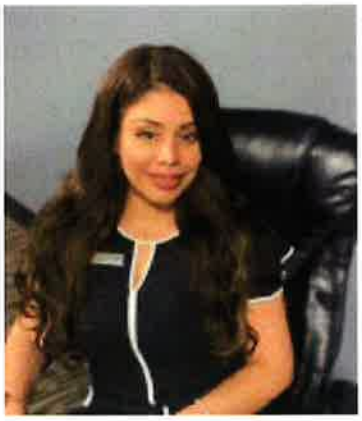
Email
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Address
500 Winderley Pl., St 218,
Maitland, FL 32751

SUNSHINE ENTERPRISE USA

Isabella Vicentelo
Executive Recruiter



Isabella is a tenured executive recruiter with a proven history connecting talent with our regional and nationwide clients. Strong experience in Hospitality, Sales, Executive Search, Client Relationship Management, Candidate Interactions and Team Building. She has passion to find the right fit for both clients and candidates. Her mission as an executive recruiter is to identify potential, motivation and passion in my candidates and change their lives by offering them an opportunity to work alongside with great leaders, mentors, and entrepreneurs – willing to train, encourage and recognize great talent. By nurturing the potential and talent of an individual, organizations can build great winning teams.

Professional Experience

- Her focus is recruiting great people for great clients nationwide in the digital analytics side of marketing, and executive positions within the construction, IT, Healthcare industries along with government Sector.
- Isabella's extensive sales, marketing, and business development experience spans a wide swath of industries, which include, finance, medical, security, staffing, events, entertainment, hospitality, and tourism. He fully immerses himself into every role, to gain a better understanding of industry mechanics. This measured practice enables Christopher to function as an insightful, efficient, and strategic member of any team.
- In every former position, Isabella was assigned three primary functions/responsibilities. Firstly, he served in a business development and community relations capacity, forging alliances with industry leaders and peripheral service partners. His secondary capacity was marketing; responsible for creation, management, and maintenance of the company image - which included branding, advertising, design, and promotions. Lastly, Christopher functioned as a sales manager, responsible for drafting proposals, negotiating terms, and bidding/crafting contracts.

Education

- Bachelor's degree in Criminal Justice from The University of Anna G Mendes and is pursuing her Master Degree in Social Sciences.

Email
info@seu-usa.com

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Address
500 Winderley Pl., St 218,
Maitland, FL 32751

Nada Zaitoon
Executive Recruiter



Ms. Zaitoon has 2 years of professional consulting and marketing experience in public sector human resources, including experience in the areas of project management, marketing communications, administration, and employee recruitment. She has worked as a SEU consultant for more than ten years, where she has managed or completed a wide variety of projects for SEU subject matter experts and senior executive staff.

Professional Experience

- Conducts recruitments for various positions for public sector clients.
- Assisted the SEU Executive Search team as an Associate Recruiter. Wrote advertising copy, recruitment brochure text, did email outreach, built target candidate lists based on candidate requirements, researched other sources for outreach and candidate pools, conducted screening interviews, helped facilitate candidate interviews, and performed candidate reference checks.
- Served as liaison for internal business units collaborating on long-term marketing plans and strategies. Worked closely with unit managers, coordinators, vendors and staff support the organization's mission and direction.
- Managed SEU's Webinar Series. Worked with business units to develop monthly webinar calendar highlighting expertise of S EU consultants and diverse services. Moderates monthly sessions.
- Chaired Qualification Appraisal Panels (QAPs) for the Merit System Services contract. Lead structured interviews for social services candidates. Worked with panel members from client counties to ensure an unbiased rating process according to merit principles. Reviewed rating scales, discussed failing scores, and various types of rating errors with panel members. Served on rating panel.
- Conducted client visits to public agencies in FL and California to ensure that client needs are met. Relayed any service issues or grievances to appropriate service manager. Informs and educates clients on SEU products and services. Researched online data to pursue potential new areas of growth.

Education

- Florida State University: Bachelor's of Science in International Relations and Affairs

Email
info@seu-usa.com

Phone
407-636-2982

Address
500 Winderley Pl., St 218,
Maitland, FL 32751

Helen Blondel
Senior Executive Recruiter



Helen is a Recruiting and HR professional with years of progressive experience identifying individuals' strengths.

With a Bachelor of Science from Florida International University, she began her career after college as a Career Services Coordinator at a well-known Computer Sciences School, where she successfully placed 360+ executives in various professional capacities. She facilitated the hiring process for 50+ employers by providing recruiters relevant resumes of qualified applicants with timely follow up.

Professional Experience

- In her subsequent roles, she composed job descriptions and orientation checklists for over 200+ positions in the Transit, Transportation, Construction, Healthcare, and Hospitality industries. Helen also coordinated career fairs, orientations, and other company events.
- She has extensive experience with, and a strong respect for confidentiality, as she also specialized in Labor Relations for the most high-profile touristic property in Miami Beach. There, she maintained extremely sensitive employee information, listened to both sides of employee and employer concerns, reduced the number of union grievances on a monthly basis through effective communication with union representatives and thorough adherence to the Collective Bargaining Agreement, and ultimately resolved significant Labor issues that would otherwise have been escalated.
- With her years of experience leading orientations for new hires in the Heavy Civil Construction & Technology industries and beyond, she conducts 100+ interviews monthly for associate, entry-level, and executive-level roles. She is committed to matching jobseekers to their dream opportunities, and employers to their ideal candidates

Education

- Florida International University: Bachelor of Science Degreee in Hospitality & Tourism.

Email
info@seu-usa.com

Phone
407-636-2982

Address
500 Winderley Pl., St 218,
Maitland, FL 32751

SUNSHINE ENTERPRISE USA

REQUEST FOR PROPOSALS
EXECUTIVE SEARCH FIRM SERVICES
CITY OF FOLSOM

FEBRUARY 12, 2025

6. CONFLICT OF INTEREST

A. Conflict of Interest Statement

Sunshine Enterprise USA LLC is committed to maintaining the highest standards of integrity and transparency in all our business dealings. After a thorough review, we confirm that there are no conflicts of interest between Sunshine Enterprise USA LLC and the City of Folsom, or with any of the candidates we propose for your consideration.

Our firm operates independently and does not have any financial, personal, or professional relationships that could improperly influence our services or the candidates we recommend. We ensure that all our recruitment and staffing processes are conducted impartially and in the best interest of our clients.

Should any potential conflicts of interest arise in the future, we pledge to disclose them promptly and take appropriate measures to address them in accordance with our ethical guidelines and the requirements of the City of Folsom.

Signature: Rania Hanna

Authorized Name: Rania G Hanna
Position: President
On behalf of: Sunshine Enterprise USA

Email
info@seu-usa.com

Phone
407-636-2982

Address
500 Winderley Pl., St 218,
Maitland, FL 32751

SUNSHINE ENTERPRISE USA

REQUEST FOR PROPOSALS
EXECUTIVE SEARCH FIRM SERVICES
CITY OF FOLSOM

FEBRUARY 12, 2025

FINANCIAL CAPABILITIES, RESOURCES, CUSTOMER SERVICES AND QUALITY CONTROL

Sunshine Enterprise USA "Bidder" hereby warrants that we are financially strong and stable and have the necessary resources, human and financial, bonding capacity to provide the services at the level required by the Clients.

Sunshine Enterprise the strong financial strength to do business with the Client. Efficiency and cost control are keys of SEU success. SEU Management Team monitors the financial strength of the business on an on-going basis. Placing increased focus on the key areas of business profitability, liquidity and solvency to have a positive impact on our financial strength and bottom line. One of our best attributes are:

- Strong employee attitudes.
- Excellent customer service.
- Large market share.
- Personal relationships with customers.
- Highly efficient, low-cost operation.
- High integrity.

Sunshine Enterprise USA assigns, if we are the successful bidder, Sam Faragalla to be the one person designated to act as primary liaison between the Sunshine Enterprise USA and the Hiring Manager. In addition, an alternate will be designated to act in the temporary absence of that primary liaison.

We hereby confirm that we do not have any financial shortfalls including without limitation any pending bankruptcy proceedings, bankruptcies, receiverships, mergers, acquisitions, stock acquisitions or spin-offs which have occurred within the last years and/or any material pending or threatened litigation.

Signature: Rania Hanna

Authorized Name: Rania G Hanna
Position: President
On behalf of: Sunshine Enterprise USA

Email info@seu-usa.com
Phone 407-636-29
Address 500 Winderley Pl., St 218, Maitland, FL 32751

FAIRWINDS
CREDIT UNION

RE: Sameh S. Faragalla
Rania G. Hanna
Sunshine Enterprise USA LLC

This letter is to inform you that the above referenced clients have been members of Fairwinds Credit Union since August 4, 2015. All accounts are in good standing and have been handled as agreed for the entire time period.

Please contact me if you should need any additional information.

Thank you,

Justin Sienkiewicz
VP Branch Manager
Credit Union
FAIRWINDS
407-277-5045
jsienkiewicz@fairwinds.org
1475 Tuskawilla Rd. Winter Springs, FL 32708

REQUEST FOR PROPOSALS
EXECUTIVE SEARCH FIRM SERVICES
CITY OF FOLSOM

FEBRUARY 12, 2025

7. OTHER RELEVANT INFORMATION

Sunshine Enterprise USA LLC is pleased to enclose the following pages, which contain our licenses and certifications that are relevant to the Request for Proposal (RFP) issued by the City of Folsom. These documents demonstrate our compliance with industry standards and our commitment to maintaining the highest levels of professional qualifications.

We believe that these licenses and certifications will provide assurance of our capability to meet the requirements and expectations outlined in the RFP.

Signature: Rania Hanna

Authorized Name: Rania G Hanna
Position: President
On behalf of: Sunshine Enterprise USA

Email
info@seu-usa.com

Phone
407-636-2982

Address
500 Winderley Pl., St 218,
Maitland, FL 32751

State of Florida
Department of State

I certify from the records of this office that SUNSHINE ENTERPRISE USA L.L.C. is a limited liability company organized under the laws of the State of Florida, filed on June 29, 2017, effective July 1, 2017.

The document number of this limited liability company is L17000140922.

I further certify that said limited liability company has paid all fees due this office through December 31, 2024, that its most recent annual report was filed on February 9, 2024, and that its status is active.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Ninth day of February, 2024

Secretary of State

Tracking Number: 4665995859CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

202358510079

050-2598 08/21/2023 2:05 PM Received by California Secretary of State

STATE OF CALIFORNIA
Office of the Secretary of State
REGISTRATION
OUT-OF-STATE LIMITED LIABILITY COMPANY
California Secretary of State
1500 11th Street
Sacramento, California 95814
(916) 653-3516

For Office Use Only
-FILED-
File No.: 202358510079
Date Filed: 8/21/2023

Limited Liability Company Name	
Limited Liability Company Name	Sunshine Enterprise USA LLC
Jurisdiction	
Limited Liability Company is Formed in	FLORIDA
Authority Statement	
This LLC currently has powers and privileges to conduct business in the state, foreign country or other jurisdiction entered above.	
Street Address of Principal Office of LLC	
Principal Address	500 WINDERLEY PLACE SUITE 218 MAITLAND, FL 32751
Mailing Address of LLC	
Mailing Address	500 WINDERLEY PLACE SUITE 218 MAITLAND, FL 32751
Attention	SAM FARAGALLA
Street Address of California Office of LLC	
Street Address of California Office	200 E. SANTA CLARA ST, 4TH FLOOR – TOWER SAN JOSE, CA 95113
Agent for Service of Process	
Agent Name	Sam Faragalla
Agent Address	200 E. SANTA CLARA ST, 4TH FLOOR – TOWER SAN JOSE, CA 95113

Consent to Service of Process

The Secretary of State is appointed as the agent of the foreign (out-of-state) limited liability company for service of process if the agent has resigned and has not been replaced or if the agent cannot be found or served with the exercise of reasonable diligence.

Consent to service of process extends to service of process directed to the foreign (out-of-state) limited liability company's agent in this state for a search warrant issued pursuant to California Penal Code section 1524.2, or for any other validly issued and properly served search warrant, for records or documents that are in the possession of the foreign (out-of-state) limited liability company and are located inside or outside of this state. This shall apply to a foreign (out-of-state) limited liability company that is a party or a nonparty to the matter for which the search warrant is sought. For purposes of this consent "properly served" means delivered by hand, or in a manner reasonably allowing for proof of delivery if delivered by United States mail, overnight delivery service, facsimile, or any other means specified by the foreign (out-of-state) limited liability company, including email or submission via an Internet Web portal, the foreign (out-of-state) limited liability company has designated for the purpose of service of process.

Electronic Signature

☒ By signing, I affirm under penalty of perjury that the information herein is true and correct and that I am authorized to sign on behalf of the out-of-state LLC.

Sam Faragalla	*08/21/2023*
Signature	Date

050-2599 08/21/2023 2:05 PM Received by California Secretary of State

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Sunshine Enterprise USA LLC

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . S

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

500 Winderley Place Suitte 218

Requester's name and address (optional)

6 City, state, and ZIP code

Maitland, FL 32751

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number

or

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** Samuel Faragella **Date** 04/20/2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

PORT AUTHORITY NY NJ
AIR LAND RAIL SEA

December 14, 2021

Ms. Rania Hanna
President
Sunshine Enterprise USA, LLC
2759 Meadow Sage Court
Oviedo, FL 32765

Re: Women-owned Business Enterprise (WBE) Certification
Type: Consultants

Dear Ms. Hanna:

We are pleased to inform you that The Port Authority of NY & NJ has certified your business to participate in the agency's Women-owned Business Enterprise (WBE) program. **Sunshine Enterprise USA, LLC,** has been included in The Port Authority of NY & NJ's on-line directory of Certified MWBEs, which can be accessed at https://panynj.diversitysoftware.com/FrontEnd/SearchCertifiedDirectory.

Please be advised that we periodically review all certifications and reserve the right to decertify any firm that no longer meets our guidelines. You must notify the Office of Diversity and Inclusion in writing within 30 days of any significant changes to your business. These include, but are not limited to, a change of officers, directors, location and business name. Failure to advise us of these changes can result in decertification of your business.

This certification will remain in effect for five years or until December 14, 2026, after which you must submit a recertification application with supporting documentation. The application can be accessed from our Web site: www.PANYNJSD.com

If you have any questions regarding your certification, you may contact me at (212) 435-7888 or via email at certhelp@panynj.gov.

Sincerely,

Veronica McCauley
Certification Analyst
Office of Diversity & Inclusion

PORT AUTHORITY NY NJ
WOMEN-OWNED BUSINESS ENTERPRISE
CERTIFIED

*Please be sure to add **panynj@diversitysoftware.com** - our official system email address- to your safe sender list so you don't miss any messages from us.*

View current license information at: Floridahealthfinder.gov

LICENSE #: 2963
CERTIFICATE #: 9056

State of Florida

AGENCY FOR HEALTH CARE ADMINISTRATION
DIVISION OF HEALTH CARE POLICY AND OVERSIGHT

Health Care Services Pool

REGISTERED

This is to confirm that SUNSHINE ENTERPRISE USA L.L.C. has complied with Chapter 400, Part IX, rules of the State of Florida and is authorized to operate the following:

SUNSHINE ENTERPRISE USA LLC
500 Winderley Pl Ste 218
Maitland, FL 32751-7407

EFFECTIVE DATE: 10/17/2023

EXPIRATION DATE: 10/16/2025

Jason Weida, Secretary

City of Tampa Florida

Equal Business Opportunity (EBO)

Certification Program

This is to certify that in accordance with City of Tampa Ordinance 2017 28, Chapter 26.5, Equal Business Opportunity Program

SUNSHINE ENTERPRISE USA L.L.C.

is hereby certified as a

Women Business Enterprise (WBE)

In the following specialty(ies)

Employment Agency and Search Firm Service

The certification is valid from November 1, 2024 to November 1, 2026

Updates for recertification are required prior to the expiration date listed above. If at any time changes are made in the firm that are not in concert with our eligibility requirements, you agree to report those changes to us for evaluation. The City of Tampa reserves the right to terminate this certification at anytime it determines eligibility requirements are not being met.

Bertha M. Mitchell, Manager
City of Tampa Equal Business Opportunity

State of Florida

Woman Business Certification

Sunshine Enterprise USA LLC

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:

01/11/2023 to 01/11/2025

J. Todd Inman
Florida Department of Management Services

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
SUPPLIER DIVERSITY

Office of Supplier Diversity
4050 Esplanade Way, Suite 380
Tallahassee, FL 32399
850-487-0915
www.dms.myflorida.com/osd

FDOT BROWARD COUNTY FLORIDA LEE COUNTY PORT AUTHORITY GREATER ORLANDO AVIATION AUTHORITY JACKSONVILLE TRANSPORTATION AUTHORITY

Florida Unified Certification Program

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

CERTIFICATE OF ELIGIBILITY

SUNSHINE ENTERPRISE USA LLC

MEETS THE REQUIREMENTS OF 49 CFR, PART 26

APPROVED NAICS CODES:

541612, 561311, 561312

Samuel Febres

Samuel Febres (Sammy)

DBE & Small Business Development Manager

Florida Department of Transportation

MIAMI-DADE COUNTY Delivering Excellence Every Day

Tampa International Airport

TALLAHASSEE

Votran

PLEASE NOTE: THOUGH DBE CERTIFICATION DOES NOT EXPIRE, TO KEEP DBE STATUS, YOU NEED TO FILE A NO CHANGE DECLARATION AND COMPLETE BUSINESS TAX RETURN FORMS YEARLY; ON THE ANNIVERSARY OF YOUR CERTIFICATION.

ANNIVERSARY DATE – Annually on 12/17

The Florida Department of Transportation (Department) has certified,

SUNSHINE ENTERPRISE USA LLC

under the Florida's Unified Certification Program (UCP) as a Disadvantaged Business Enterprise (DBE), in accordance with Title 49 Part 26, Code of Federal Regulations (CFR).

DBE Certification does not expire. It is contingent upon the firm maintaining eligibility annually through this office. We will notify Owners of their responsibilities in advance of the anniversary date.

We have listed the firm in the Florida's DBE Certification Directory, found at the following link: https://fdotxwp02.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory Prime contractors and consultants must verify the firm's DBE certification status, and identify eligible work area(s) through the Directory. The Department makes available DBE Support Service Providers, offering managerial and technical assistance at no cost.

Contact us at (850) 414-4747 or via email DBECert.Help@dot.state.fl.us with your questions or concerns. Thank you.

Samuel Febres

Samuel Febres (Sammy)
DBE & Small Business Development Manager
Equal Opportunity Office

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

7/31/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Cindy Staley
Dr Tampa, FL 33607	PHONE (A/C, No. Ext): FAX (A/C, No):
	E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Philadelphia Indemnity Insurance Company	18058
INSURER B :	QBE Insurance Corporation	39217
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Sunshine Enterprise USA
500 Winderley Place, Suite 218
Maitland FL 32751

COVERAGES **CERTIFICATE NUMBER:** 15889104 **REVISION NUMBER:** See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER POLICY X PRO-JECT LOC OTHER:				8/1/2024	8/1/2025	EACH OCCURRENCE	$	1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$	100,000
							MED EXP (Any one person)	$	10,000
							PERSONAL & ADV INJURY	$	1,000,000
							GENERAL AGGREGATE	$	2,000,000
							PRODUCTS - COMP/OP AGG	$	2,000,000
								$	
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY				8/1/2024	8/1/2025	COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
							BODILY INJURY (Per person)	$	
							BODILY INJURY (Per accident)	$	
							PROPERTY DAMAGE (Per accident)	$	
								$	
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $				8/1/2024	8/1/2025	EACH OCCURRENCE	$	5,000,000
							AGGREGATE	$	5,000,000
								$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y N/A If yes, describe under DESCRIPTION OF OPERATIONS below				11/18/2023	11/18/2024	X PER STATUTE OTH-ER		
							E.L. EACH ACCIDENT	$	1,000,000
							E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000
A	Professional Liability				08/01/2024	08/01/2025	1,000,000 Each Claim 2,000,000 Aggregate		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is included as additional insured with respects to General Liability per required written contract.

CERTIFICATE HOLDER

Florida Department of Transportation
District-2
1109 South Marion Avenue- MS 2015
Lake City, FL 32025-5874

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

The ACORD name and logo are registered marks of ACORD © 1988-2015 ACORD CORPORATION. All rights reserved.

Certificate of Insurance (Con't)

OTHER Coverage

INSR LTR	TYPE OF INSURANCE	ADDL INSR	WVD SUBR	POLICY NUMBER	EFFECTIVE DATE (MM/DD/YY)	EXPIRATION DATE (MM/DD/YY)	LIMIT
A	Crime				08/01/2024	08/01/2025	$1,000,000 for Employee Dishonesty &Theft of Client Property

SAMPLE ADVERTISING BROCHURE

Email
info@seu-usa.com

Phone
407-636-2983

Address
500 Winderley Pl., St 218,
Maitland, FL 32751

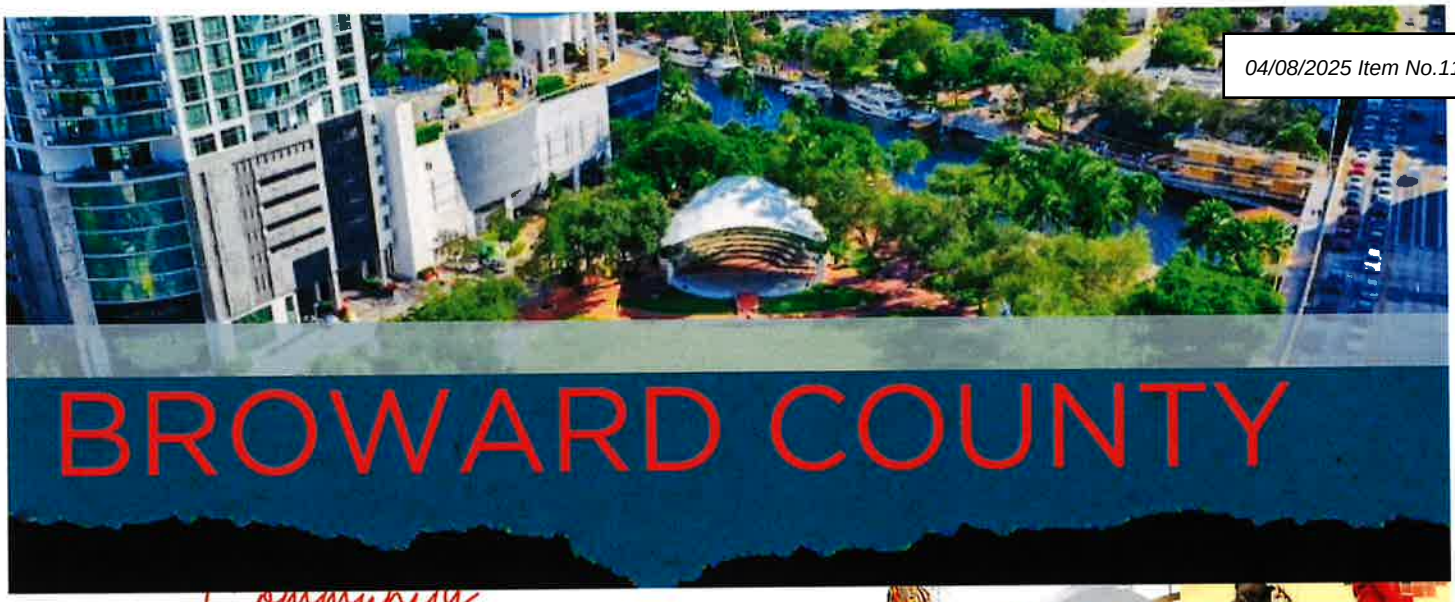
BROWARD COUNTY
FLORIDA

SENIOR DIRECTOR OF COMMUNITY DEVELOPMENT



Sample

AT THE GREATER FORT LAUDERDALE



BROWARD COUNTY

Community

Broward County is the 17th largest county in the nation and the second largest in Florida. Nestled between Palm Beach and Miami-Dade counties, it is central to Florida's largest metropolitan area with more than 6 million residents and a significant diverse population of which 32% are foreign born. Within the county's 1,322 square miles are 31 municipalities, the largest in Florida.

The County employs nearly 7,000 people in 60 different agencies such as transportation, airport, seaport, human services, planning, and recreation. The County has an overall budget of $5.3 billion, with a General Fund of $1.4 billion including capital improvements and enterprise funds.

Nearly two- thirds of the county is part of the undeveloped Everglades Conservation Area. Broward Cou[illegible]oasts more than 23 miles of pristine Atlantic coastline, and its beaches attract the local population as well as t[illegible]ists from around the world. With an average year-round temperature of 75 degrees, Broward County's [illegible] makes it a premier destination for more than fourteen million visitors every year.



Local Government

Broward County Commission is comprised of nine members elected by district in partisan elections. Each Commissioner must be a resident of the district for which he or she seeks election. On the third Tuesday of each November, the Commission elects a Mayor and Vice Mayor for one-year terms. The Mayor's functions include serving as presiding officer, and as the County's official representative. The Commission appoints the County Administrator, County Attorney and County Auditor. The Commission also appoints numerous advisory and regulatory boards.



Community Development

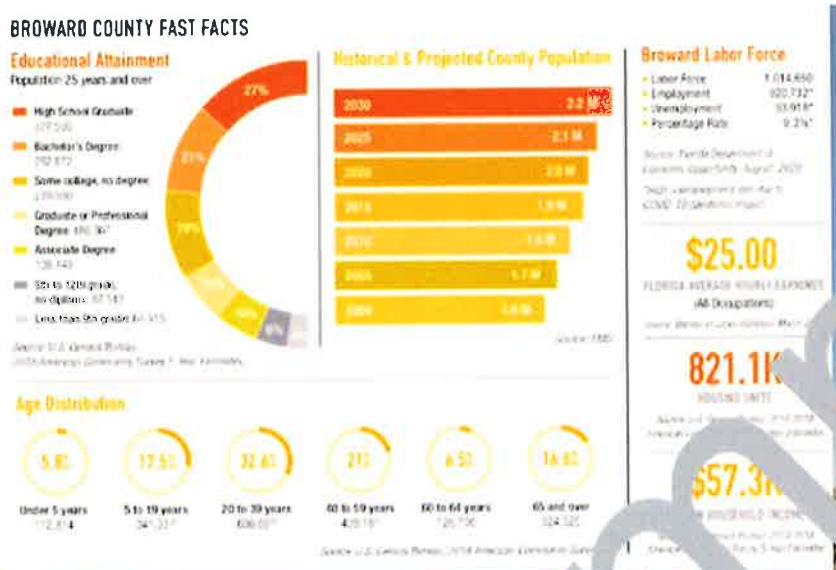
The Florida Community Development Legal Project (FCDL) helps build stronger communities by providing free and low-cost legal services to eligible Florida nonprofit corporations and small businesses serving low-to-moderate-income (LMI) areas. Supported by participating Florida legal aid organizations, The Florida Bar Foundation, and other generous donors, FCDL is helping small businesses and nonprofits overcome challenges and achieve their goals.

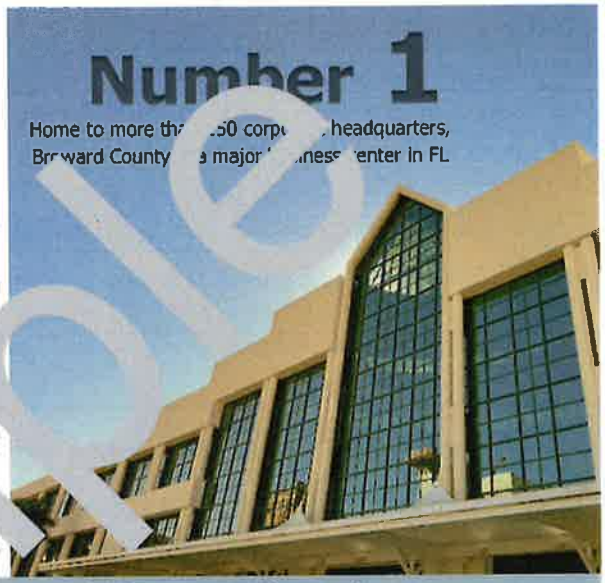


Sample

UNLOCK PROGRESS AND INNOVATION IN BROWARD COUNTY

Broward County features an exceptional lifestyle, a diverse workforce, and a business-friendly environment with easy access to international markets and robust infrastructure. With 23 miles of beautiful beaches, 300 miles of inland waterways, and a vibrant arts and culture scene, it offers premier dining, shopping, and diverse recreational activities, making it an ideal location for professionals and businesses.

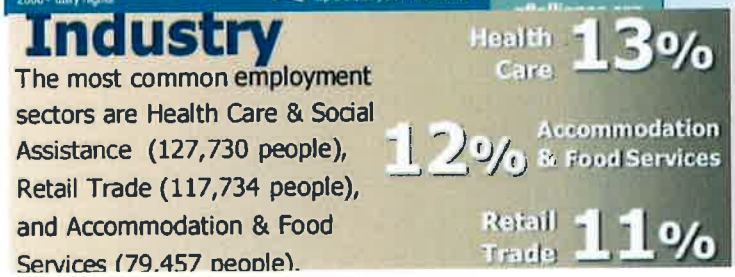














Sample

COMMUNITY DEVELOPMENT

SENIOR DIRECTOR

PRIMARY RESPONSIBILITIES

The Senior Director, reporting to the Chief Operating Officer, executes the organization's advancement strategy in line with funding priorities. They build and maintain long-term relationships with donors, corporate supporters, and foundations while leading development teams across the country. Additionally, this role includes collaborating with the Communications team on outreach and marketing initiatives.

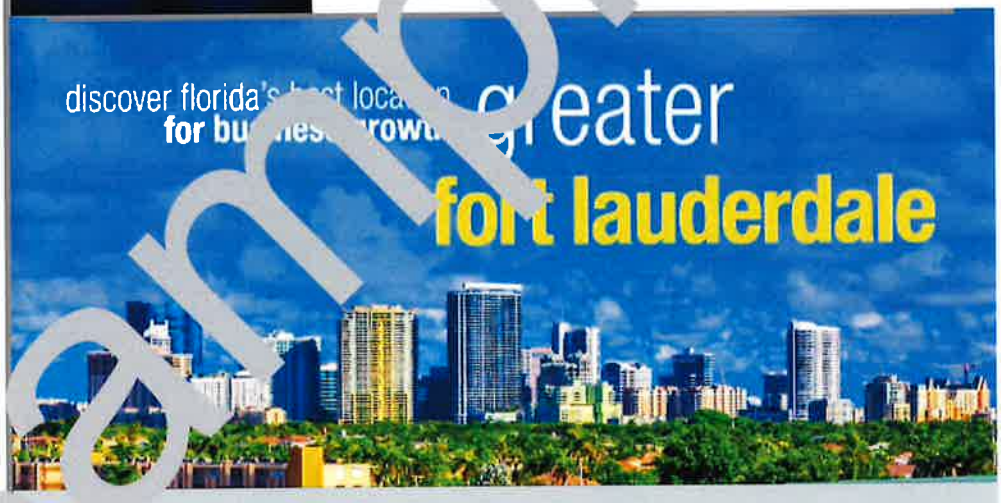
Primary responsibilities of the position:

- Develop and implement a Development plan that aligns with annual goals while leading the Development team to achieve fundraising and relationship-building objectives.
- Monitor solicitations, ensure consistent communication throughout the organization, and offer guidance on donor-centric marketing and communications strategies.
- Broaden funding sources, maintain the Development database, manage donor correspondence and acknowledgments, train staff, oversee the Community Development budget, and work with the Finance team to monitor revenue and expenses.



WHAT'S IN IT FOR YOU?

The work environment for this position is characterized by a collaborative office setting, fostering interaction with senior staff, consultants, and external ve[illegible]which ensures a stimulating and engaging atmosphere. We are [illegible]mitted to inclusivity, providing r[illegible]sonable ac[illegible]mmoda[illegible]ons f[illegible]individuals with disabilities. T[illegible]ble offe[illegible]ible hours [illegible]d requires approximately 4[illegible]ocal a[illegible]tional [illegible]vel, allowing for strategic engagemen[illegible]d networking opportunities. Join us to make [illegible]ignifi[illegible]impac[illegible]a dynamic leadership role.



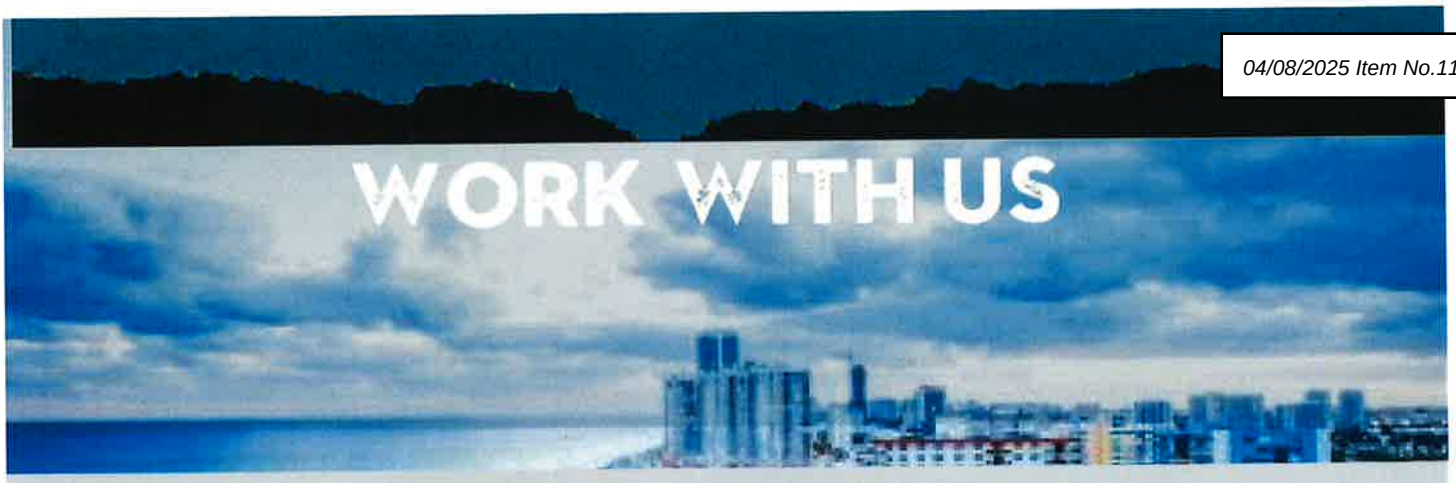
QUALIFYING EDUCATION AND EXPERIENCE

Experience: Demonstrated success over 3-5 years in major gift solicitation or strategic planning and communications, including proven ability to manage a Development office and budget, with proficiency in Raiser's Edge.

Education: Bachelor's degree or higher, with a Fund Raising Management certificate considered beneficial.

Skills: Strong communication and writing skills, adept at effectively conveying the organization's mission and program objectives, along with experience in leveraging social media.

Sample



WORK WITH US

EMPLOYMENT BENEFITS





The salary is supplemented by an attrac[illegible]fits package that includes but is not limited to:

- **Retirement -** Florida [illegible]ement S[illegible]em [illegible]S) - M[illegible]datory 3% employee contribution. Pension or [illegible]stment
- **Deferred Compensation 4[illegible]Plans -** [illegible]tax sa[illegible]gs, after-tax Roth, loan feature, Managed Accounts, Sc[illegible]Directed [illegible]unts.
- **Health Insurance [illegible] Visio[illegible]d more** - Broward County offers a High Deductible [illegible]ealth P[illegible]HDHP), [illegible]nsumer Driven Health plan (CDH), dental insura[illegible], vision ins[illegible]nce, a[illegible]d spending accounts for Medical Expenses a[illegible]pendent Car[illegible]
- **Life Insurance** [illegible]25,000 in t[illegible]n life to all benefit eligible employees on the [illegible]y of hi[illegible]Optiona[illegible]erm life is available in $25,000 increments u[illegible]o a n[illegible]num of [illegible],000.
- **Leave** - The [illegible]nty rec[illegible]izes ten (10) paid holidays each year. Vacation [illegible]rual rate de[illegible]dent on[illegible]rs of public sector service (less than 5 years: 8[illegible]urs per yea[illegible]5 to 10 [illegible]ars: 120 hours per year; 10-plus years: 160 hou[illegible]r year); Annual leave hours accumulate from year to year up to a maxim[illegible]of 280 hours as of the end of each year. Upon employment, accrue eig[illegible]t hours of Sick Leave for each full month of work time. Employees earn an Annual Leave Bonus Day for any period of 13 [illegible]secutive pay periods in which no sick leave has been taken.
- **Additional Programs** - Prescription Drug Plan, Medical Spending Accounts FSA, HRA and HSA. Also, Pre-paid Legal Insurance, Personal Income Protection (PIP) Plans, Long-term Disability (LTD) and WellBeing Programs.

Detailed information outlining benefits can be viewed at:
http://www.broward.org/Benefits/Pages/Default.aspx

APPLICAT[illegible]ON AND SELECTION PROCESS

To be considered for this challenging and rewarding opportunity, please submit your cover letter, resume, a list of three professional references (who will not be contacted during the initial stages), and your desired salary to samf@seu-usa.com. Your resume should detail the duration of your positions, along with the size of teams and budgets you have managed. We prefer electronic submissions. We look forward to reviewing your materials!

SUNSHINE

Sam Faragalla
VP, Sunshine Enterprise USA
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F: +1 (407) 636 2985 E: samf@seu-usa.com
W: www.seu-usa.com



Resumes for this position will be evaluated continuously. Candidates who demonstrate the most relevant experience will be invited for a preliminary screening interview with our consultant. From this group, semi-finalists will be chosen to participate in panel interviews. An appointment is expected to follow reference and background checks, which will be coordinated collaboratively with the candidates.

Sample

ATTACHMENT 7



RECRUITMENT SERVICES

CITY OF
FOLSOM
DISTINCTIVE BY NATURE

PUBLIC WORKS DIRECTOR

February 10, 2025

TABLE OF CONTENTS

	SUBJECT	PAGE
I.	COVER LETTER	1 - 2
II.	BACKGROUND/QUALIFICATIONS	3 - 9
III.	GUARANTEE	10
IV.	ORGANIZATIONAL CHART	10
V.	WBCP KEY STAFF	11 - 13
VI.	RECRUITMENT STRATEGY / PHASES	14 - 15
VII.	SCOPE OF WORK	16
VIII.	RECRUITMENT TIMELINE	17
IX.	REFERENCES	18
X.	MARKETING MATERIAL EXAMPLES	18
XI.	COST SHEET/TIMELINE POLICY	19
XII.	OTHER	20

I. COVER LETTER

February 10, 2025

Allison Garcia
Human Resources Director
50 Natoma Street,
Folsom, CA 95630

RE: City of Folsom - Public Works Director Recruiting Services

It is our pleasure to submit this proposal for recruitment services to secure your ideal candidate to serve as the Public Works Director of the City of Folsom. **WBCP has worked on many public works recruitments, and we look forward to the opportunity to partner with your organization on this critical position!**

We trust our proposal will showcase our client-focused recruitment process and will act as a testament that we are passionate about what we do to make our clients happy.

Exciting news! WBCP has partnered with the National Association of Counties (NACo) and its Public Promise Procurement (PPP) Program to offer a game-changing solution. With our new streamlined service, you can piggyback on the County of San Diego's Master Service Cooperative Agreement, saving you time, money, and effort. This opportunity is available nationwide for cities, counties, special districts, nonprofits, state agencies, and educational institutions. If this is something that is of interest for this or future procurement processes, please visit our site at: **https://wbcpinc.com/naco/**

It has been proven that great employees are looking for great employers, not just a paycheck. WBCP provides a broader perspective to recruitment services – going beyond securing the ideal candidate – we brand your organization as an employer of choice. We use eye-catching marketing materials, innovative search practices, and responsive and respectful communications with your applicants and stakeholders. **Additionally, we guarantee this placement for 18 months, and we provide a fair and equal recruitment process that also focuses on attracting ethnic and gender-diverse applicant pools.**

WBCP is talented at working with you to identify the strengths, challenges, and opportunities of this job, the ideal candidate, and your community and organizational culture. WBCP will work with your stakeholders to design a recruitment strategy that will include a customized engagement process. We will have a series of meetings, discussions, stakeholder interviews, and survey(s) to get to know you, the organization, the community, the culture, and the staff whom the future Public Works Director will lead.

My team and I know the California candidate marketplace and have many clients in your region, such as **the City and County of Sacramento, City of Roseville, City of Davis, Sacramento Area Flood Control Agency (SAFCA), Sacramento Water Forum, and Sacramento Employment and Training Agency (SETA), Cosumnes Community Services District (CCSD) (just to name a few).** We have exceptional experience successfully recruiting for public works positions, with several recent notable recruitments including, but not limited to:

- **Director of Public Works, County of San Diego, CA**
- **Director of Public Works, City of Sacramento, CA**
- **Director of Public Works, City of Sonoma, CA**
- **Director of Public Works, City of Roseville, CA**
- **Deputy Public Works Directors: Engineering & Transportation and Operations & Zero Waste, City of Berkeley, CA**

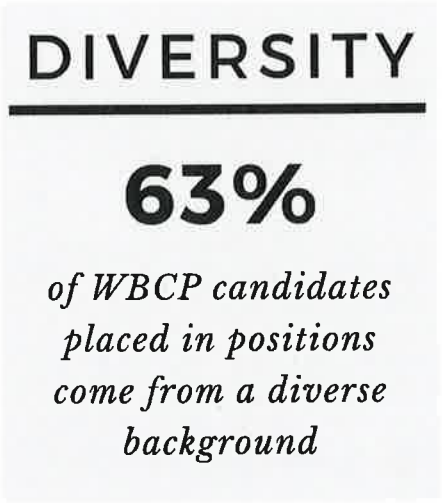
To see a full list of our clients and successful recruitments, visit: https://tinyurl.com/3j9bdd79

We have over two decades of experience in public sector executive search services and have provided direct search services through WBCP since 2004. WBCP's executive recruiters are all highly personable and have unique backgrounds that make them well-equipped to take on your recruitments, as you will read their biographies in this proposal. WBCP now has offices in California, Oregon, Washington, Texas, and North Carolina.

I. COVER LETTER

Recruiting top talent has become the number-one topic among administrators. New and innovative recruitment strategies are critical to identifying and securing candidates with a deep understanding of how to assess and meet community needs and address future challenges. WBCP understands the complexity of community leadership, and we are prepared to provide a thorough, complete, and fair recruitment process to provide a diverse applicant pool. **Upon our 2024 year-end review, we found that over the last three years 63% of our placed candidates came from diverse backgrounds.** In fact, we are often selected and told that we bring a larger, more qualified and diverse groups of candidates than they have ever received from past professional recruiters.

Clients also choose our firm over others because of our ability to work with your support staff and stakeholder group (including boards, appointed/elected officials, and engaged constituents), manage all details of a recruitment process, and secure great candidates. Our dedication and commitment to the client are complemented by our deep understanding and ability to effectively navigate challenging political climates.



Our clients have great things to say about the quality of the service we provide and the amazing candidates we find them, In fact, many of our clients are return customers. Please feel comfortable reaching out to these organizations to get their feedback directly.

Lastly, we love what we do, and we are passionate about finding exceptional candidates who are also passionate about serving others. WBCP's staff are driven and desire to exceed client expectations. I appreciate your consideration in retaining our services and hope to have an opportunity to work with you in the future.

Best Regards,

Wendi Brown | Founder/President, WBCP, INC.
wendi@wbcpinc.com | 541-664-0376
www.wbcpinc.com

II. BACKGROUND & QUALIFICATIONS.....

Principal: Wendi Brown, President/CEO

Company Legal Name: WBCP, Inc. (W. Brown Creative Partners)

Tax ID: 81-5454037

Website: www.wbcpinc.com

Phone: 866-929-WBCP (9227) / 541-664-0376

Address:

- **Oregon (3 offices including WBCP, Inc. Headquarters):** 213 E Main St., Rogue River, OR, 97537; City of Grants Pass and City of Tigard
- **California (5 offices):** San Jose, Gilroy, Roseville, Los Angeles and Santa Barbara
- **Washington:** City of Seattle
- **Texas:** City of Dallas
- **North Carolina:** City of Jacksonville



WOMEN OWNED

WBCP is a 100% women-owned business, an S Corporation, not part of a parent company, and is a registered small business through the US Small Business Administration (SBA). WBCP is registered to do business in all states we serve, and files and pays California S Corporation and personal income tax to the State of California.

BUSINESS HISTORY

WBCP, Inc. has been in business since 2004, and serves nonprofit and public sector organizations. WBCP offers a variety of services, including: partial and full service search services for individual contributor, supervisor, management and executive management positions; human resources consulting: organizational development, training, classification and compensation studies, analysis and assessments, etc.

II. BACKGROUND QUALIFICATIONS

WBCP has over 20 years of experience providing search services for public sector and non-profit organizations. We have successfully secured professionals and provided other consulting services in **California, Arizona, Colorado, Idaho, Nevada, New York, Oregon, Texas, Utah, and Washington.**

Cities of: Anaheim (CA), Arcata (CA), Ashland (OR), Astoria (CA), Atwater (CA), Berkeley (CA), Boulder City (NV), Calistoga (CA), Central Point (OR), Ceres (CA), Chandler (AZ), Colfax (CA), Corte Madera (CA), Culver City (CA), Davis (CA), Dunsmuir (CA), Duvall (WA), Fort Worth (TX), Fremont (CA), Fresno (CA), Garibaldi (OR), Gold Hill (OR), Grants Pass (OR), Hemet (CA), Hubbard (OR), Independence (OR), Irvine (CA), Laguna Beach (CA), Larkspur (CA), Lincoln (CA), Livermore (CA), Livingston (CA), Long Beach (CA), Medford (OR), Milpitas (CA), Napa (CA), Novato (CA), Oakland (CA), Orinda (CA), Oxnard (CA), Palo Alto (CA), Park City (UT), Pasadena (CA), Petaluma (CA), Phoenix (AZ), Phoenix (OR), Pismo Beach (CA), Port Hueneme (CA), Portola Valley (CA), Redding (CA), Riverside (CA), Rochester (NY), Rocklin (CA), Rogue River (OR), Roseville (CA), Sacramento (CA), San Francisco (CA), San Rafael (CA), Santa Maria (CA), Santa Monica (CA), Santa Paula (CA), Santa Rosa (CA), Solvang (CA), Sonoma (CA), South Pasadena (CA), Sutter Creek (CA), Talent (OR), Truckee (CA), Ventura (CA), Vernon (CA), Victorville (CA), West Hollywood (CA), Windsor (CA).

Counties of: Alameda (CA), Colusa (CA), Contra Costa (CA), Del Norte (CA), El Paso (CO), Fresno (CA), Humboldt (CA), Jackson (OR), King (WA), Lake (CA), Lane (OR), Los Angeles (CA), Marin (CA), Mariposa (CA), Mendocino (CA), Merced (CA), Mono (CA), Napa (CA), Nevada (CA), Orange (CA), Placer (CA), Riverside (CA), Sacramento (CA), San Benito (CA), San Bernardino (CA), San Diego (CA), San Francisco (CA), San Joaquin (CA), San Luis Obispo (CA), San Mateo (CA), Santa Barbara (CA), Santa Clara (CA), Santa Cruz (CA), Shasta (CA), Solano (CA), Sonoma (CA), Stanislaus (CA), Tehama (CA), Tuolumne (CA), Yolo (CA), Yuba (CA).

Local and National Councils, Boards, and Districts: Bear Valley Community Services District, Boulder Creek Fire Protection District, California Prison Industry Authority (CALPIA), Cosumnes Community Services District, Hass Avocado Board (HAB), Jackson County Fire District 5, Los Angeles County Employees Retirement Association (LACERA), Mendocino County Air Quality Management District, Metropolitan Transportation Commission (MTC), Modesto Irrigation District, Monterey One Water, Nevada Irrigation District, Newark Chamber of Commerce, North American Blueberry Council/U.S. Highbush Blueberry Council (NABC/USHBC), Oakland Housing Authority, Olivehurst Public Utility District, Orange County Employees Retirement System (OCERS), Placer County Transportation Planning Agency (PCTPA), Port of Long Beach (CA), Rogue Valley Sewer Services, Sacramento Area Flood Control Agency (SAFCA), Sacramento Area Sewer District, Sacramento Employment & Training Agency (SETA), Sacramento Public Library Authority, Sacramento Suburban Water District, San Benito Council of Governments, San Benito County Water District, San Joaquin County Employees' Retirement Association (SJCERA), San Joaquin Tributaries Authority, San Rafael Sanitation District (SRSD), San Ramon Valley Fire Protection District, Sonoma County Library, South Coast Air Quality Management District, Tri-City Mental Health Authority (TCMHA), Truckee-Donner Public Utility District (TDPUD), Tuolumne Utilities District, Valley Water, West Basin Municipal Water District.

Nonprofit and Joint Powers Authorities (JPAs): California Corrections, California Municipal Utilities Association (CMUA), Center Point, Central California Legal Services (CCLS), Community Food Bank, Community Works, Dogs for Better Lives/Dogs for the Deaf, Downtown Streets Team, East Bay Regional Communications Systems Authority, First 5 (Alameda County, California Association, Fresno, Santa Barbara County, San Mateo), Futures Without Violence (Family Violence Protect Fund), Gold Coast Health, Greater Richmond Interfaith Program (GRIP), LA Public Media, Latino Public Broadcasting, Los Angeles Unified School District (LAUSD), Northern Valley Catholic Social Service (NVCSS), Options Recovery, Radio Bilingüe, Sacramento County Superior Court, Sacramento Public Library Authority (SPLA), Santa Barbara Superior Court, Santa Cruz County Animal Services Authority, Teton County Joint Housing Authority (TCJHA), Transitions-Mental Health Association, Valley Consortium for Medical Education (VCME), Water Forum, West Angeles Church of God in Christ.

Private Organizations: CDS Publications, Central California Truck and Trailer, Morton & Pitalo, NAVA, SWEED, Tekmanagement, Touchstone Accounting.

Consulting services (classification and compensation services, competency modeling, job description development, job family development, job analysis): City of Fremont (CA), City of Medford (OR), City of Santa Maria (CA), City of Santa Paula (CA), County of Humboldt (CA), County of Mariposa (CA), County of Santa Barbara (CA), and County of San Luis Obispo (CA).

II. BACKGROUND & QUALIFICATIONS

INDUSTRIES

- Organizational Leadership
- Economic Development
- Facilities & Operations
- Financial, Administrative Services, Accounting, Auditing
- Health & Human Services, Housing, Unhoused
- HR, Risk, Labor/Employee Relations
- Information Technology
- Legal, Counsel, Clerk
- Library
- Marketing, Communications, PR
- Parks & Rec, Community Services, Arts
- Planning, Environmental, Community Development, Building, Transit
- Public Safety
- Public Works, Transportation, Engineering

BELOW IS A LIST OF SIMILAR RECRUITMENTS WBCP HAS MANAGED:

PUBLIC WORKS, TRANSPORTATION, ENGINEERING

- Chief Operating Officer - Administrative and Contract Services, Valley Water, CA
- Chief Operating Officer - Water Utility Enterprise, Valley Water, CA
- Director of Electric Utility, City of Roseville, CA
- Director of Electric Utility, Truckee Donner Public Utility District (TPUD), CA
- Director of Engineering, City of Ceres, CA
- Director of Engineering, Monterey One Water, CA
- Director of Power Systems, Nevada Irrigation District, CA
- Director of Public Works & Transportation, City of Irvine, CA
- Director of Public Works, City of Ashland, OR
- Director of Public Works, City of Petaluma, CA
- Director of Public Works, City of Roseville, CA
- Director of Public Works, City of Sacramento, CA
- Director of Public Works, City of San Rafael, CA
- Director of Public Works, City of Santa Maria, CA
- Director of Public Works, City of Solvang, CA
- Director of Public Works, County of Nevada, CA
- Director of Public Works, County of Shasta, CA
- Director of Public Works, County of Yuba, CA
- Director of Public Works, County of San Diego, CA
- Director of Transportation, County of Riverside, CA
- Director of Utilities, City of Sacramento, CA
- Planning Director, San Bernardino County, CA
- Assistant Director of Land Use Services, San Bernardino County, CA
- Assistant Director of Public Works – Transportation, City of Davis, CA
- Assistant Director of Public Works, City of Santa Paula, CA
- Assistant Director of Public Works/City Engineer, City of San Rafael, CA
- Assistant Director Public Works, County of Marin, CA
- Assistant General Manager, Water operations, Modesto Irrigation District, CA
- Assistant Operating Officer of Watershed Stewardship & Planning Div., Valley Water, CA
- Assistant Operating Officer - Dam Safety and Capital Delivery, Valley Water, CA
- Assistant Operating Officer - Treated Water, Valley Water, CA
- Utilities Systems Superintendent, City of Calistoga, CA
- Deputy Director Public Works - Civil/Traffic Engineer, County of Marin, CA
- Deputy Director Public Works/Traffic Engineer, City of San Rafael, CA
- Deputy Operating Officer - Raw Water, Valley Water, CA
- Deputy Operating Officer - Water Utility Capital, Valley Water, CA
- Deputy Operating Officer - Watersheds Design and Construction, Valley Water, CA
- Deputy Operating Officer - Watersheds Operations and Maintenance, Valley Water, CA
- Deputy Public Works Directors: Engineering & Transportation and Operations & Zero Waste, City of Berkeley, CA
- Deputy PW Director/Principal Civil Engineer/Traffic Engineer, City of Santa Maria, CA
- Deputy Transportation Officer & Transportation and Mobility Planning Manager, City of Culver City, CA
- Operations and Maintenance Manager, Rogue Valley Sewer Services, OR

II. BACKGROUND & QUALIFICATIONS.....

PUBLIC WORKS, TRANSPORTATION, ENGINEERING (CON'T)

- Manager of Engineering (City Engineer), City of Berkeley, CA
- Public Works Manager – Utilities, City of Milpitas, CA
- Project Director, City of San Rafael, CA
- Transportation and Mobility Planning Manager, City of Culver City, CA
- Unit Manager - Asset Management, Valley Water, CA
- Unit Manager - Engineering Utility Operations and Maintenance Manager, Valley Water, CA
- Unit Manager - Treatment Plant Design & Commissioning Manager, Valley Water, CA
- Engineering/CIP Manager, City of Petaluma, CA
- Industrial / Mechanical Senior Engineer, SWEED, OR
- Town Engineer, Town of Portola Valley, CA
- District Engineer, San Benito County Water District, CA
- Civil Engineer, Project Manager & Assistant Project Manager, Morton and Pitalo, CA
- Civil Engineering Manager – Structures & Capital Group, County of Santa Barbara, CA
- Civil Engineer, County of Tehama, CA
- City Engineer, City of Milpitas, CA
- City Engineer/Deputy Director of Community Development, City of Rocklin, CA
- Civil Engineers - Development Services, Santa Clarity Valley Water Agency, CA
- Senior Civil Engineer and Civil Engineer, County of Marin, CA
- Senior Civil Engineer & Civil Engineer, County of Marin, CA
- Senior Civil Engineer or Associate Civil Engineer, City of San Rafael, CA
- Senior Professional Engineer – Plant Operations Division, City of Fort Worth, TX
- Senior Engineer Dam Safety, Nevada Irrigation District, CA
- Senior Civil Engineer, City of Petaluma, CA
- Senior Civil Engineer, City of San Rafael, CA
- Principal Civil Engineer, City of Santa Maria, CA
- Principal Engineer & Engineering Series, San Rafael Sanitation District, CA
- Principal Engineer, Sacramento Area Flood Control Agency (SAFCA), CA
- Senior Engineer, Water Utilities Division, City of Roseville, CA
- Senior Engineer, Water Utilities Division, County of Santa Barbara, CA
- Senior Engineer – Dam Safety, Nevada Irrigation District, CA
- Senior Engineer, City of Roseville, CA
- Senior Engineer - Environmental/Water Utilities, City of Roseville, CA
- Senior Engineer, Town of Corte Madera, CA
- Senior Engineer, County of Tehama, CA
- Principal Engineer, Sacramento Area Flood Control Agency (SAFCA), CA
- Traffic Engineer, City of Pasadena, CA
- Project Engineer/Power Engineer, City of Palo Alto, CA
- Engineering Series (3 Positions), City of Los Altos, CA
- Senior Environmental Planner, Valley Water, CA
- Senior Professional Engineer – Plant Operations Division, City of Fort Worth, TX
- District Engineer, San Benito County Water District, CA
- Engineering Manager – Plant Operations Division, City of Fort Worth, TX
- Street Maintenance Superintendent, City of Roseville, CA
- Structures and Capital Group Manager, County of Santa Barbara, CA
- Electric Linesperson/Cable Splicer (High Voltage Lineman), City of Palo Alto, CA
- Electric Operations Manager, City of Palo Alto, CA
- Electric Project Engineer, City of Palo Alto, CA
- Assistant Engineer & Junior Engineer, City of San Rafael, CA
- Multiple Civil Engineering & Project Management Positions, City of Petaluma, CA
- Power Engineering Manager, City of Roseville, CA
- General Manager, San Benito County Water District, CA

Check out our full list of recruitments here: https://tinyurl.com/3j9bdd79

II. BACKGROUND & QUALIFICATIONS.....

RECRUITING WITH DIVERSITY IN MIND

Since partnering with the country's largest network of diversity job boards, ***we have seen a 21% increase in diverse applicants and a 13% increase*** *in diverse candidates placed in positions with our clients. This demonstrates WBCP's dedication to expanding outreach and removing barriers to apply, ensuring access to a highly qualified and diverse applicant pool.*

600 Diversity Job Boards:

When you post a job with WBCP, it is automatically shared across 600 diversity job boards, maximizing reach and ensuring access to a wide and inclusive pool of talent. We also utilize the largest diversity database with over 160 million resumes and 15,000 community based organization contacts to expand our search.

LinkedIn:

As LinkedIn recruiters, we have access to over 1 Billion profiles, allowing us to evaluate candidates' backgrounds, education, experience, licensure, and more.

AI:

WBCP also leverages AI tools to gather additional information to effectively reach future applicants and candidates contact information for emails and phone numbers.

WBCP understands the complexities of meeting the needs of a diverse community, and we provide a thorough, complete, and fair recruitment process.

WBCP

Streamline and Satisfy the RFP Process to receive recruiting on demand. Reach out to WBCP today for more information.

PUBLIC PROMISE PROCUREMENT Powered by NAC

COUNTY OF SAN DIEGO

Scan to learn more!

II. BACKGROUND & QUALIFICATIONS.....

WHY CHOOSE WBCP

Proven Expertice:

- **Over 20 Years in Business and 100+ Years of Experience:** With over a century of combined experience, our recruitment professionals excel in public service sectors, including cities, counties, utilities, special districts, joint powers authorities, and non-profits. Our proven track record ensures expertise tailored to your needs.

- **100% Success Rate:** In 2024, we achieved a 100% success rate, successfully filling every position we managed including partial and full scope services from engineering, planning, finance, health and human services, legal, legislative, hard-to-fill civil service positions, and many more! We deliver results no matter what the challenge.

Employer Recognition: WBCP has been recognized as Oregon's TOP 100 EMPLOYERS.

HR Teams Trust Us: We simplify the recruitment process, managing every detail so HR teams can focus on other priorities. From sourcing candidates to scheduling interviews and providing updates, our seamless approach saves time, reduces stress, and ensures results.

Strategic Marketing and Advertising: Our marketing team designs targeted campaigns using diverse, cost-effective channels powered by AI. These campaigns maximize reach while staying within budget and include:

- Diverse Applicant Pools: Access to over 600 diversity-focused job boards, 15,000 diversity affiliations, and 120 million resumes ensures diversity is integral to our process.
- LinkedIn Recruiter Expertise: With access to 230 million U.S. profiles, we connect you with top-tier talent.
- AI-Driven Talent Acquisition: Advanced AI strategies enhance efficiency and uncover new candidate engagement opportunities.

Trusted Partners and Culture Cultivators: We go beyond finding candidates by building trust with your team and stakeholders. Our tailored strategies align top talent with your organizational culture, ensuring a collaborative and thoughtful recruitment process.

Recruiting with Competencies: Ensures a fair, measurable, and effective hiring process. This strategic approach helps identify the client's needs and then assesses candidates on the critical skills and behaviors for success.
Benefits:

- Fairness: Focuses on role-specific competencies.
- Measurability: Provides objective evaluation criteria.
- Better Matches: Aligns talent with organizational and cultural needs.
- Equitable: Reduces bias with standardized assessments.

Recruiting with competencies delivers high-quality, measurable solutions that ensure the best candidates for your team's success and cultural alignment.

Timely and effective background and Reference Checks: WBCP partners with a trusted third party for thorough background checks and relies on a 30-year public safety veteran, retired as a police chief, and an expert in employee investigations, to conduct expert reference verifications. This ensures accuracy, professionalism, and confidence in every hiring decision.

Guaranteed Satisfaction: We stand behind our work with a 12-24 month guarantee. If the initial placement doesn't work out, we will conduct a replacement search at no additional consulting fee, ensuring lasting value for your investment.

II. BACKGROUND & QUALIFICATIONS.....

WBCP's Impact

Proven Expertise: Over 20 Years in Business and 100+ Years of Experience
Impact: Leverage unmatched industry knowledge to recruit the best talent for your organization. Whether you're a city, utility, or non-profit, our expertise ensures tailored solutions that drive operational success and meet your unique challenges.

100% Success Rate
Impact: Gain peace of mind knowing every position—no matter how specialized or hard-to-fill—will be successfully filled with top talent, ensuring your team remains fully staffed and operational without delays.

WBCP is one of Oregon's TOP 100 EMPLOYERS.
Impact: Ensuring employee satisfaction, and a supportive workplace culture, reflecting our dedication to our team and clients.

HR Teams Trust Us
Impact: Free up your HR team to focus on strategic priorities while we manage the details of recruitment. This reduces workload, eliminates stress, and ensures a seamless hiring experience with top-quality results.

Strategic Marketing and Advertising
Impact: Reach the most qualified candidates while staying budget-conscious. Our innovative marketing ensures diverse and inclusive applicant pools, connects you with elite talent, and uses AI-driven strategies to optimize efficiency and engagement:

- **Diverse Talent Pools:** Builds teams that reflect your community and drive innovation through diverse perspectives.
- **LinkedIn Recruiter Expertise:** Ensures an inclusive process, that quickly identifies top-tier professionals that meet your specific needs.
- **AI-Driven Tools:** Keeps you ahead of the curve with faster, smarter and more effective hiring solutions.

Trusted Partners and Culture Cultivators
Impact: Build a stronger, more cohesive team by hiring talent that aligns with your organization's culture and values. Our collaborative approach fosters trust and creates long-term benefits for your workplace.

Recruiting with Competencies
Impact: Make confident hiring decisions with a proven model that targets technical and interpersonal skills, ensuring candidates not only meet role requirements but excel in them. This reduces turnover and boosts performance and promotes:

- **Fairness:** Focuses on role-specific competencies.
- **Measurability:** Provides objective evaluation criteria.
- **Better Matches:** Aligns talent with organizational and cultural needs.
- **Equity:** Reduces bias with standardized assessments.

Timely and effective Background and Reference Checks
Impact: Hire with confidence knowing every candidate has been thoroughly vetted. Our expert-led investigations ensure you onboard reliable, trustworthy individuals, safeguarding your organization's reputation and operations.

Guaranteed Satisfaction
Impact: Reduce the risk of a bad hire with our 12–24 month guarantee. If a placement doesn't work out, we'll find a replacement at no additional cost, maximizing your return on investment and ensuring long-term success.

III. GUARANTEE

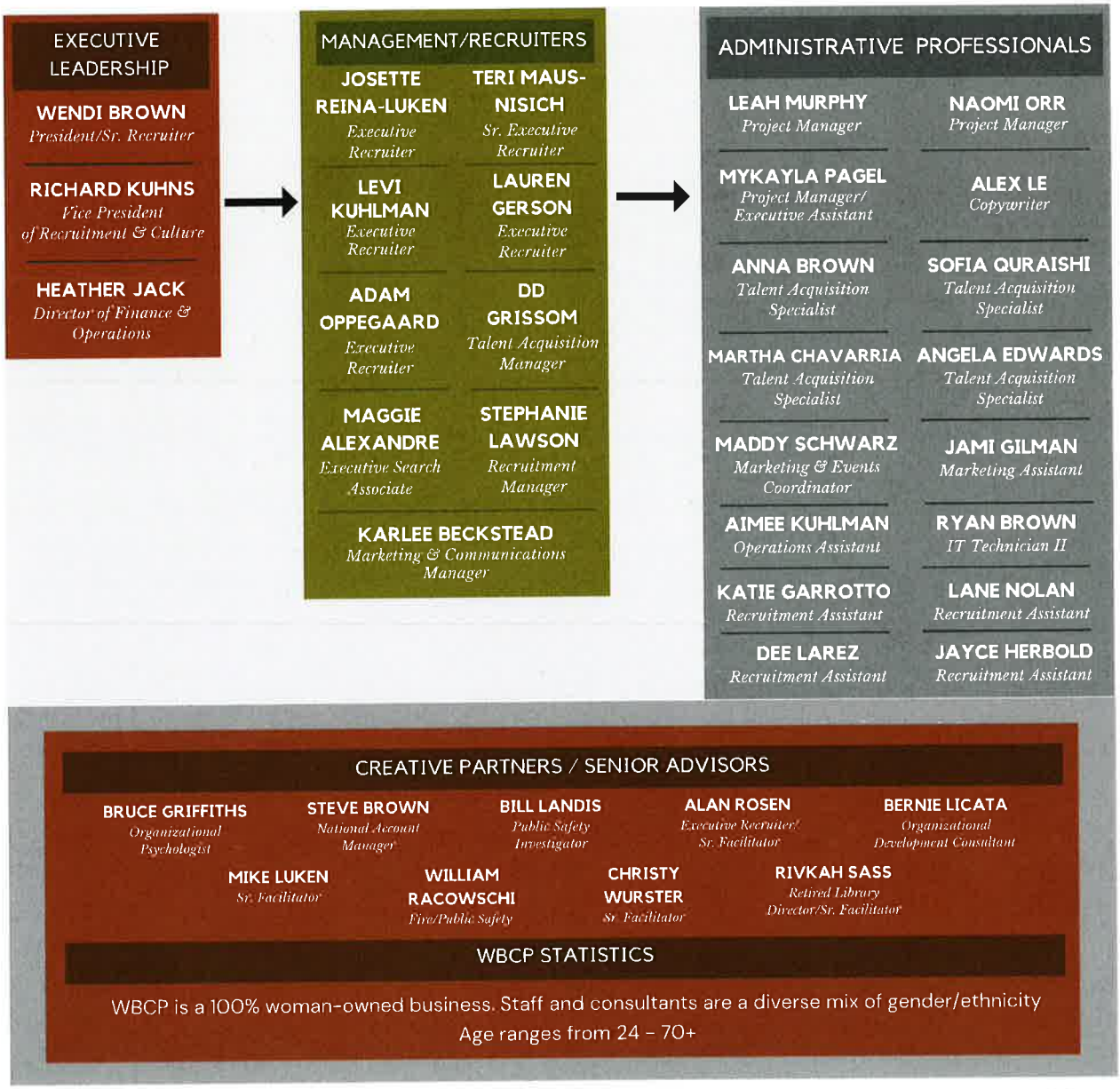
WBCP Inc. provides either a placement guarantee, or a replacement guarantee as determined by the recruitment outcome and defined below:

Successful Placement Guarantee: We guarantee a successful placement and will provide continued consulting services for one additional recruitment at no extra consulting fee. The client will be responsible for any direct expenses.

OR

Replacement Guarantee: If a candidate selected and appointed by the client leaves their position for any reason before completing **18 months** of service, WBCP will provide consulting services at no additional cost to secure a replacement. The client will be responsible for any direct expenses. This guarantee applies to one replacement within one year of the candidate's departure.

IV. ORGANIZATIONAL CHART



V. WBCP KEY STAFF.....

WENDI BROWN
Lead Consultant/ Sr. Executive Recruiter



I am the President of WBCP, with over 20 years of experience in marketing and advertising and combine this with my background in recruiting to successfully place hard-to-fill, management, and executive positions. My team and I are passionate about helping organizations improve their recruitment services, place great talent, conduct department assessments, redesign antiquated processes, revise job descriptions, conduct salary and benchmark studies, and more. I have worked in various industries – advertising and public relations, national real estate franchisor, global manufacturing – and I have worked with nonprofit and public sector organizations since 1999. Formerly, I was an internal Human Resources Consultant for the County of Orange, California, providing countywide communications, human resources, executive search, and recruiter training services to the Assistant Chief Executive Office/Human Resources Director and, at that time, 25 decentralized departments, with 17,000 employees, serving a community of 300,000. I have a Bachelor's of Science in Business Administration with an emphasis in Marketing from Colorado Technical University; have earned several certificates in Project Management, Global Business, Marketing, and Human Resources; and working toward a Master's in Management at Southern Oregon University

RICHARD KUHNS
Vice President of Recruiting & Culture



Richard Kuhns is a retired County Administrative Officer with over 28 years of experience in the Public Sector. He is currently the VP of Recruiting and Organizational Culture for WBPC. Richard began his career in Law Enforcement, transferring his focus to Administration where he served as the Director of Housing and Community Action, Behavioral Health, General Services, and Solid Waste. Richard has a "find a way, to find a way" mentality. With his vast knowledge and experience in the Public Sector he has an intuitive understanding of working with government leaders, policy makers, and the public. Richard achieved a Bachelor of Science in Business Management, a Master of Arts in Behavioral Science with an emphasis in Conflict Resolution and Negotiations, and a Doctorate in Clinical Psychology. For the past three years Richard has worked as an Executive Recruiter and Behavioral Health Consultant. As a Consultant, he worked with several Northern California Counties creating and implementing the newly state mandated 24/7 Mobile Crisis. He has now focused his time and efforts on assisting WBCP clients in finding and securing the top candidate for your organization.

V. WBCP KEY STAFF.....

TERRI MAUS-NISICH
Sr. Executive Recruiter



Terri Maus-Nisich holds a pivotal role as one of our Senior Executive Recruiters, leveraging her extensive background as a distinguished leader in local government. With a local government career spanning over 40 years, Terri's journey includes transformative roles within the County of Santa Barbara, where she ascended from Parks Director to Assistant County Executive Officer, overseeing vital municipal and health/human service departments. Her remarkable impact encompasses leadership in Homeless Services, Communications, and Emergency Management, driving community engagement, disaster recovery, and support for vulnerable populations. Before her tenure in Santa Barbara, Terri spent 15 years with the City of Santa Clarita in roles ranging from analyst to Deputy City Manager. Throughout her remarkable career, Terri prioritized strategic planning, organizational development, and innovative problem-solving, garnering numerous awards. She holds a Bachelor's Degree from UC Santa Barbara, a Masters of Public Administration from Cal State Northridge, and a graduate certificate from Harvard University's JFK School of Government.

LEVI KUHLMAN
Executive Recruiter



Levi Kuhlman is an Executive Recruiter at WBCP, and an experienced professional with a multifaceted career spanning across executive recruitment, real estate, and entrepreneurship. He has worked extensively with local municipalities, special districts, and not-for-profit organizations across the Western region, with a focus in California, Oregon, and Idaho. Levi has conducted many successful recruitments in various industries including planning, rent stabilization and housing, engineering, finance, city management, transportation and transit, community development, building and safety, public safety, risk management, and information technology. Levi serves as a skilled and diplomatic liaison, earning a reputation for his personalized approach to recruiting. Before joining the ranks of WBCP, he advocated on behalf of tenants, landlord, and clients. With a diverse skill set and a commitment to excellence, Levi continues to make significant contributions to WBCP, his clients, and broadening the professional community one recruitment at a time.

LAUREN GERSON
Executive Recruiter



Lauren Gerson is a seasoned Executive Recruiter at WBCP, where she draws on over 15 years of experience in career services, customer relations, and operations. Her recruiting expertise extends across various industries, with notable success in health and human services, utilities, and finance. Lauren has helped organizations across multiple states fill hard-to-hire positions at every level, from individual contributors to executives. Lauren's diverse professional journey began in operations and events management, where she honed her expertise in human resources, business management, and regulatory compliance. She later transitioned to career services, and prior to joining WBCP, worked with a career coaching company helping job-seekers better leverage their skills and overcome barriers to employment. Lauren holds a Bachelor's degree in Philosophy from Whittier College. She brings a unique perspective to her role, and is committed to making a positive impact both professionally and personally. With her unwavering dedication and client-centric focus, Lauren continues to drive success and excellence in executive recruitment at WBCP.

V. WBCP KEY STAFF

JOSETTE REINA-LUKEN
Executive Recruiter



Josette, an Executive Recruiter at WBCP, specializes in government finance and the water industry with nearly 30 years of experience. Her career began in IT, managing software implementations and leading training and sales teams. After earning her MBA, she transitioned to municipal agencies, holding various management positions, including Administrative Manager and Financial Manager. With expertise in budgeting, strategic planning, and organizational development, Josette has made significant contributions to the agencies she's served. She holds a Bachelor's Degree in Political Science/Public Administration from the University of South Florida, an MBA from the University of Phoenix, and certificates in Human Resources from the California State University and Leadership from the University of Davis.

ADAM OPPEGAARD
Executive Recruiter



Adam is an Executive Recruiter at WBCP with nearly 10 years of recruitment experience and a strong foundation in HR. He began his career in education and employee training, transitioning to HR where he held roles such as Team Coordinator and Foreign HR Advisor, managing recruitment, onboarding, and employee relations for international employees. Adam also worked as a Project Office/Communication Specialist for a foreign government agency, managing international projects and designing training workshops. He served as a Learning and Development Specialist for a national diplomatic training institution, developing training for senior diplomats. Recently, Adam was a Lead Talent Acquisition Specialist for an HR consulting organization and the Director of Recruitment and Employee Development for a financial services company, overseeing full-cycle recruitment, employee engagement initiatives, and leadership development. Adam brings his expertise in talent acquisition, project management, stakeholder engagement, employee relations, and HR consultation to WBCP, helping clients secure top candidates for their organizations.

REVIEW OTHER EMPLOYEES & CONSULTANT PARTNERS ON OUR WEBSITE:
WWW.WBCPINC.COM/WBCP-TEAM

VI. RECRUITMENT STRATEGY / PHASES.....

WBCP knows how to customize your search strategy to meet your unique recruitment needs. We customize your recruitment based on the specific needs, target audience, and challenges for each recruitment; however, below is a baseline approach for most recruitments.

CLIENT & STAKEHOLDER MEETINGS

We require the Client and/or Search Committee, and other stakeholders identified by the Client, be involved in the initial and final phases of this recruitment. These are critical phases to ensure we obtain a clear sense of the priorities and the successful hire of the right candidate. WBCP will meet with various stakeholders as warranted by the Client and the level of the position in the organization. These meetings will allow us an opportunity to gather information and gain knowledge about the organization, community, and unique aspects of the recruitment to design the ideal candidate professional profile, advertising materials, and strategic approach



FEEDBACK OUTCOME / TIMELINE DEVELOPMENT

Following the Client/stakeholder meetings, we will develop a detailed timeline for the recruitment along with a proposed advertising plan for approval.

CREATIVE DEVELOPMENT

Immediately following the client feedback activities, we will draft the competencies for the recruitment and advertising material/recruitment brochure for the Client's review. This information will summarize what was learned from Client-related interviews and will be used to advertise the opening.

MARKETING STRATEGY & IMPLEMENTATION

WBCP will execute a customized marketing/ad plan once the job announcement is created. An ad plan could include the following (based on assumptions), and will be customized based on information gathered in Phase I:

DIGITAL ADVERTISING WITH DIVERSITY IN MIND

WBCP utilizes digital advertising to obtain diverse applicant pools, leveraging local and national job boards, associations, and social media. In partnership with a diversity platform, our postings reach up to 600 local employment and diversity websites, connecting across 15,000+ community organizations and niche sites, tapping into a job bank of 2 million resumes. Our 2024 review indicates that 63% of candidates placed with WBCP clients have diverse backgrounds — a 21% increase from last year's review.



EMAIL & DIRECT MAIL ADVERTISING

In addition to tapping into WBCP's existing pool of potential applicants, we have the capability to access various professional lists. We actively seek out additional lists through associations, contacts, and other strategic channels.

SOURCING/HEADHUNTING

WBCP employs a proactive approach by reaching out to targeted individuals and cultivating new connections through referrals from reputable sources. As a LinkedIn recruiter, we harness the power of over 350 million profiles to identify and engage with ideal candidates. Additionally, WBCP utilizes cutting-edge AI tools for precise Boolean searches, enabling us to uncover niche candidates effectively.

COMMUNICATION WITH CLIENT

We will provide weekly updates on the progress of this search unless the client prefers more or less frequent communications. We tailor our communications in accordance with our Client's needs.

VI. RECRUITMENT STRATEGY / PHASES.....

RESUME ASSESSMENT

WBCP will review resumes as they are received and/or at the close of the recruitment. Those candidates determined to be the most highly qualified will be selected for a screening interview.

SCREENING INTERVIEWS / REPORT TO CLIENT

WBCP does not restrict the number of applicants or candidates to be screened. Rather, we interview candidates who meet our ideal candidate criteria; frequently this group amounts to 20 candidates, or on average 20% of the applicant pool. Following the completion of the phone screen interviews, we will develop a report/recommended shortlist of candidates, which includes: resumes, cover letters, and a one-page profile summary of candidates' professional history, including a brief overview of WBCP's assessment and the results of their phone screen. We will meet with the selection committee/Client to review this report and select candidates for interviews. In this meeting, we will review the recruitment plan and discuss the final stages of the selection process.



COMMUNICATION WITH CANDIDATES

WBCP will take responsibility for communicating with the applicants/candidates during each phase of the search process and Client should refer any inquiries from potential or existing applicants directly to WBCP.

SELECTION PROCESS

WBCP will design and administer an appropriate final selection process based on the needs of the Client (tailored to the need and recruitment). WBCP will facilitate the invitation and coordination of these meetings/interviews and provide additional assessment tools/recommendations such as interview questions, writing and presentation exercises, problem solving scenarios, etc.

COMMUNICATION WITH CLIENT

Following the interviews and the Client's top candidate(s) selection, we will assist the Client with facilitating a thorough background and reference check. A typical approach includes a review of federal, state, and local criminal background checks and academic verification by a licensed background agency. Reference checks are conducted over the phone by a senior consultant and a final report is provided to the Client. References are completed on candidate(s) being considered after initial/panel interviews.



NEGOTIATIONS

Once the client reviews and is comfortable with the findings in the background and reference report, we are available to assist with negotiations on compensation, benefits, start date, and other transition details.

VII. SCOPE OF WORK

- Facilitate initial kick-off meeting with Client and other meetings that may include Executive Leadership, staff, community, and other stakeholders to assist with identifying the ideal candidate profile.
- Assist Client hiring authority/stakeholders in modifying the job description (as needed), and develop a recruitment announcement, marketing materials, and advertising plan for the recruitment.
- Attend all other meetings and engagements as needed or identified by the Client.
- Implement advertising plan including: publication, headhunting, direct mail, and other online and email marketing efforts.
- Provide timely updates and progress reports to the client regarding search services; every two weeks or as Client identifies is needed.
- Preliminary internet searches will be conducted on recommended candidates.
- Coordinate interview panel(s) as needed, or coordinate this process with Client.
- Receive and review applicants and screen those applicants to identify top candidates. Top screened paper applicants will be video/phone screened by recruiter to identify the key competencies (technical and interpersonal) to assist in identifying the top group of candidates who will be recommended at the Client/WBCP shortlist meeting.
- Facilitate shortlist meeting with Client – review and select candidates who will be invited to interview.
- Coordinate invitations to candidates.
- Develop interview questions and other selection details to meet specific needs and identify key competencies of candidates.
- Facilitate interviews with panel(s).
- Background and reference checks will be conducted with candidates who are identified as final candidates after initial Client interviews have been conducted. Background checks will typically include the following: criminal (local, state, and federal), education, credit, social security. References will be conducted based on a 360-degree perspective and will include staff, peers, and superiors. Onsite background services are available at an additional fee (see fees for details)
- Facilitate offer and negotiations with selected candidate; as directed by Client.

VIII. RECRUITMENT TIMELINE.....

BELOW IS A SAMPLE OF AN EXECUTIVE SEARCH TIMELINE THAT WBCP WILL CUSTOMIZE FOR THIS RECRUITMENT

Week 1:

- Secure services with search firm, WBCP, Inc.
  - WBCP can schedule a Kickoff meeting as soon as we are selected.
- WBCP: review search parameters and recruiting processes with Client
  - Interview with hiring authority and other stakeholders for competencies
  - Identification of advertising venues and ideal candidate prospects
  - Calls, meetings, or coordination with other stakeholders for information gathering

Weeks 1 + 2:

- Develop and approvals: recruitment process, deadlines, ad plan and strategy, recruitment timeline and brochure
- Print coordination (if applicable)

Weeks 2 + 3:

- **OPEN RECRUITMENT AND AD PLAN:** Implement marketing plan and direct mail (if applicable)
- Secure panel member calendars
- Timeline may be extended if direct mail piece is included (i.e., print/postage)
- Finalize panel members and interview logistics and invitations to panel members

Weeks 4, 5, + 6:

- Receive applications –Collect and source applicants will continue until recruitment closes

Weeks 7 + 8:

- **CLOSE RECRUITMENT AND ADVERTISING**
- Conduct initial phone screen to identify shortlist of candidates
- Preliminary check on shortlist candidates (Google search)
- Candidate profiles developed and short list recommendations to client

Weeks 9 + 10:

- **MEETING - Client confirms selection of candidates to be advanced to panel interviews**
- Finalize questions, presentation, in-basket (as determined)
- Coordinates invitations with selected top candidates (shortlist)
- Produce panel candidate interview packets

Weeks 10 + 11:

- WBCP facilitates interview process – Interview process will be customized based on client and community needs:
  - **Day 1: Panel Interviews Conducted; Day 2: 2nd Interviews with executive leaders;**
  - 3rd interviews may be scheduled as needed with Boards/Commissions, etc.;
  - As needed schedule staff and/or community discussions/meetings

Week 12:

- WBCP conducts background and reference checks (backgrounds may be conducted by Client if current contract exists)
- WBCP conducts full reference checks for candidate(s) selected for Board/Commission interviews; or when Client is interested in making an offer

NEGOTIATIONS / HIRE:

- Hire date to accommodate possible candidate relocation
- Client (WBCP available to assist in process) conducts offer and facilitates salary negotiations with preferred candidate

IX. REFERENCES

1-City of Sacramento, California

Similar Positions Filled:

- Director of Public Works
- Director of Utilities
- Assistant City Manager, Municipal Services

Contact Information:

- Ryan Moore, Assistant City Manager, Public Works - rmoore@cityofsacramento.org | 916-808-5704
- Howard Chan, City Manager - hchan@cityofsacramento.org | 916-808-7488

2-Monterey One Water, California

Similar Positions Filled:

- Director of Engineering

Contact Information:

- Leara Sampson, Director of Employee Services - Leara@my1water.org | 831-645-4650

3-City of Berkeley, California

Similar Positions Filled:

- Deputy Public Works Directors: Engineering & Transportation and Operations & Zero Waste
- Solid Waste Operations Manager

Contact Information:

- Monica Walker, Human Resources Manager - mwalker@berkeleyca.gov | (510) 981-6818

X. MARKETING MATERIAL EXAMPLES

Click below to see our marketing samples for similar positions. To see all of our brochures, visit: wbcpinc.com/closed-jobs-private/ and use the password: wbcp202510*

- Director of Public Works, County of San Diego, CA
- Director of Public Works, City of Sacramento, CA
- Director of Utilities, City of Sacramento, CA
- Director of Public Works, City of Sonoma, CA
- Director of Public Works & Transportation, City of Irvine, CA
- Director of Public Works, County of Shasta, CA
- Director of Public Works, City of Roseville, CA
- Deputy Public Works Director, Engineering & Transportation and Deputy Public Works Director, Operations & Zero, City of Berkeley, CA
- Assistant City Manager - Municipal Services, City of Sacramento, CA

XI. COST SHEET/TIMELINE POLICY

WBCP will not limit the number of hours we work on a recruitment, rather we charge a flat rate and will spend the time necessary to ensure we are successful. Consulting fees will be billed in thirds at the beginning (open for applications and advertising campaign launched), middle (shortlist selection), and end of the recruitment process (selection made and background/ references concluded).

SERVICE COST PER RECRUITMENT

PUBLIC WORKS DIRECTOR

Description of Services/Deliverables:	Inclusive Rate per Recruitment:
Consulting Services: Phases I–IV in the proposal's recruitment strategy/phases section.	$24,900 (flat rate)
Expenses Include: Travel to client location (up to 2 trips); document shipping fees/delivery charges to facilitate virtual meetings, panel packet content; fees for background and reference checks; may include fee for one additional consultant to travel (and related expenses) and facilitate an additional panel for one day ($700/day); brochure/graphic design ($950); marketing and advertising which may include: print and postage (if applicable); online job boards; social media; sourcing; and may include flat fee pricing for: LinkedIn $395, InMails $300, Circa Diversity Job Boards $295, Zoom Info $299. These expenses will be billed based on what is expended and based on the needs of the client/recruitment.	Up to $5,500 - $7,900 (direct expenses not-to-exceed)

Cost and Timeline Policy

To ensure the success and efficiency of our recruitment services, the following policies regarding cost and timelines are in place:

1. **Timeline Development:** Timelines provided to our clients are valid for **10 business days**. If a timeline is not secured or confirmed within this period, it may no longer be available. In such cases, the timeline may be reassigned to another client, and a revised timeline will be provided.
2. **Work Performed Out of Scope:** To deliver optimal results, adherence to agreed-upon dates and times for critical recruitment milestones (e.g., shortlist meeting and interview dates) is required. Any changes to these timelines after the recruitment process has commenced may result in:
   a. **Forfeiture of the Recruitment Guarantee:** Deviating from the agreed timeline will void the recruitment services guarantee.
   b. **Additional Charges:** Adjustments to timelines will incur additional fees, billed at our standard hourly rate.
3. **Cost Negotiable:** While our standard pricing reflects the value and quality of our recruitment services, we understand that each client's needs are unique. As such, pricing may be negotiated depending on the specific scope and requirements of the engagement. Please feel free to discuss your needs with us, as we may be able to negotiate pricing.

These policies ensure clarity, fairness, and high-quality outcomes for all parties involved.

XII. OTHER

INSURANCE

WBCP and its sub-consultants have reviewed the contractual agreement and the Insurance Requirements. If selected, WBCP will execute said agreement and will provide the required insurance documents. WBCP will submit certificates of insurance as evidence of the required coverage limits. Insurance policies include: liability, errors and omissions, workers compensation, and vehicle insurance.

CONFIDENTIALITY SAFEGUARDS

Confidentiality is paramount in the work we do. We ensure that the client and candidate information we receive, and conversations with our client (and certainly discussions in closed session) are kept confidential. There are several physical safeguards we have in place including: locked and alarmed office space, password, and encryption protected information on our computers and servers, multiple backup systems. As information is shared with our client, we discuss the importance of confidentiality and why it is important to the candidates they are considering but also brands the organization appropriately. We also ask candidates who are interviewed to keep candidate information confidential, as they may see or meet a candidate during the process. We emphasize that confidentiality is not just until the recruitment is completed, and a candidate is hired, confidentiality is in perpetuity. Leaked information is not a reputation that a client wants to receive, as this could deter future applicants from applying.

ORGANIZATIONAL DIVERSITY STATEMENT

WBCP embraces cross-cultural diversity and we are committed to equitable treatment and elimination of discrimination in all its forms at all organizational levels and throughout all consulting practices, including search services. We strive to reach diverse groups of people to inform them of leadership opportunities. Upon our 2024 year-end review, we found that over the last three years, 70% of our applicants and 63% of our placed candidates came from diverse backgrounds. We will make extensive efforts to attract a qualified applicant pool that represents a broad range of gender and ethnically diverse individuals.

FORCE MAJEURE

Client agrees that WBCP, Inc. is not responsible for any events or circumstances beyond its control (e.g., including but not limited to war, riots, embargoes, strikes, and/or Acts of God) that prevent WBCP, Inc. from meeting its obligations under this Agreement.

Wendi Brown, President — February 10, 2025
Date

Client, Title — Date

WBCP RECRUITMENT SERVICES

OPTION 1

PARTIAL RECRUITMENT

ADVERTISING & HEADHUNTING

Consulting Services:
$5,900

CONSULTING SERVICES INCLUDE*

- Hiring authority and stakeholder meetings (up to 2 hours for community/employee engagement)
- Develop ideal candidate profile & recruitment timeline
- Produce recruitment announcement
- Produce and implement advertising campaign
- Headhunt (LinkedIn, past lists, databases, associations, etc.)
- Implement direct mail campaign (as needed)

*Plus expenses: Between **$3,000–$4,500** for the advertising plan and creative brochure**

OPTION 1.5

PARTIAL RECRUITMENT

+ RESUME REVIEW

Consulting Services:
$10,900

CONSULTING SERVICES INCLUDE*

Everything in Option 1, plus...

- WBCP will review and score resumes.

*Plus expenses: Between **$3,000–$4,500** for the advertising plan and creative brochure**

OPTION 2

PARTIAL RECRUITMENT

+ UP TO INTERVIEWS

Consulting Services:
$18,900

CONSULTING SERVICES INCLUDE*

Everything in Option 1.5, plus...

- Hiring authority and stakeholder meetings (up to 8 hours for community/employee engagement)
- Present recommended short list of candidates
- Produce recommended selection assessment tools
- Coordinate candidate scheduling and invitations to interview

*Plus expenses: Between **$3,000–$4,900** for the advertising plan and creative brochure**

OPTION 2.5

PARTIAL RECRUITMENT

+ DAY 1 INTERVIEW

Consulting Services:
$19,900

CONSULTING SERVICES INCLUDE*

Everything in Option 2, plus...

- Panel coordination
- Facilitate first round virtual interviews for one panel (additional panels may adjust the cost to account for increased expenses)
- Coordinate candidate scheduling and invitations to second round interviews

*Plus expenses: **$3,000–$4,900** for the advertising plan and creative brochure**

OPTION 3

FULL SEARCH SERVICES

Consulting Services:
$24,900–$28,900
Depending on position

CONSULTING SERVICES INCLUDE*

Everything in Option 2.5, plus...

- Hiring authority and stakeholder meetings (up to 2 days of community/employee engagement) Panel coordination
- Facilitate all interviews Background and reference checks
- Virtual and/or in-person interviews travel up to 2 trips to client location
- 12–24 month guarantee

*Plus expenses: Between **$5,500–$7,900** for the advertising plan and creative brochure; travel expenses; shipping; multiple panel facilitation, etc.*

WBCP + PUBLIC PROMISE PROCUREMENT Powered by + COUNTY OF SAN DIEGO =

Streamline and Satisfy the RFP Process for Contract Recruiting

***OPTIONS 1–2.5 do not include:** Travel to client location, negotiation of candidate offer, background or reference checks, 12–24 month guarantee

HOURLY RECRUITMENT SERVICES: $250/hour
Senior Recruitment | Consulting Services

wbcpinc.com | 866.929.WBCP (9227) | hrs@wbcpinc.com

OTHER CONSULTING SERVICES

AT WBCP INC., WE PROVIDE...

The Polaris® Competency Model, Public Sector Edition....

....that drives long-term success by helping you identify, develop, and retain top talent. Backed by over 50 years of research, it ensures your recruitment practices and organizational development strategies align with proven results.

Providing:

- **A Common Language**
- **Strategic Alignment**
- **Measurable Results**
- **Scientific Framework**

With Polaris®, WBCP helps you build a sustainable, high-performing talent pipeline.

Strategic Solutions that Transform Recruitment Teams...

...ensuring your recruitment professionals are prepared to navigate the complexities of modern hiring landscapes, delivering a strategic advantage that propels your organization forward.

Precise, Accurate & Timely Classification & Compensation Studies...

...tailored to public and non-profit organizations.

Job Description Development...

....that transform lengthy, outdated, or ineffective job descriptions into clear, concise, and equitable tools that align with your organization's needs.

Modernization of Civil Service and Selection Rules...

...that streamline processes, and create agile, efficient recruitment systems that align with your future goals.

WBCP

wbcpinc.com | 866.929.WBCP (9227) | hrsolutions@wbcpinc.com

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CITY OF
FOLSOM
DISTINCTIVE BY NATURE