



REQUEST FOR PROPOSAL NO. 202223-07

CITY OF MADERA

Professional Recruiting Services

Date Released: October 12, 2022

**Proposals are due Monday, November 14, 2022,
prior to 5:00 PM.**

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**REQUEST FOR PROPOSAL
FOR
PROFESSIONAL RECRUITING SERVICES**

The City of Madera (City) is soliciting proposals from qualified executive search consultants or firms to help us find our next Director of Financial Services. The City is additionally seeking costs proposals that would include additional Director level recruitment services should the need arise during the term of the agreement. The intent of this Request for Proposals (RFP) is to identify a consultant or firm to meet the City's needs. The successful consultant or firm selected by the City will be awarded an agreement for professional services related to the Director of Financial Services recruitment and additional recruitment services on an as-needed basis.

I. BACKGROUND

The City of Madera incorporated in 1907. The City is a general law City and operates under the City Council/City Manager form of government. The City covers approximately 16 square miles, with a population of 66,000. Located in the central San Joaquin Valley of California, Madera is approximately 15 minutes north of the largest city within the region, Fresno.

The Director of Financial Services position has been vacant since August 2021. The City has conducted three (3) recruitments, and while applications have been received, no candidate of choice has been identified through these efforts. For this reason, we are seeking proposals from executive search consultants and firms to help us find our next Director of Financial Services. The City is also requesting that responding consultants and firms provide cost proposals for additional services related to recruitment of at-will department head positions should the need arise during the term of the agreement.

II. GENERAL INFORMATION

The City has attempted to provide all information available. It is the responsibility of each consultant/firm to review, evaluate, and where necessary, request any clarification prior to submission of a Proposal. Consultant/firms are not to contact other City personnel with any questions or clarifications concerning this RFP besides the designated contact in Section II.A. below. The City's Purchasing Division contact set out in this RFP will provide all official communication concerning this RFP. Any City response relevant to this RFP other than through or approved by the City's Purchasing Division is unauthorized and will be considered invalid.

If clarification or interpretation of this solicitation is considered necessary by City, a written addendum shall be issued, and the information will be posted on City's website at www.madera.gov/purchasing Bids and Announcements. Addenda will also be provided to all

prospective firms who have submitted a Letter of Intent to Respond via email. Any interpretation of, or correction to this solicitation will be made only by addendum issued by the City's Purchasing Division. The City will not be responsible for any other explanations, corrections to, or interpretations of the documents, including any oral information.

Schedule of Events: This Request for Proposal shall be governed by the following schedule:

<i>RFP Schedule</i>	
RFP Release	October 12, 2022
Deadline for Written Questions	October 26, 2022, 5:00 PM
Response to Questions Posted on Website	October 31, 2022
Proposals Due Date and Time	November 14, 2022, 5:00 PM
Council Consideration of Award of Contract	December 7, 2022

A. Inquiries

Any questions related to this RFP shall be submitted in writing to the attention of Wendy Silva, Director of Human Resources, via email at wsilva@madera.gov no later than 5:00 PM on Wednesday, October 26, 2022.

No oral question or inquiry about this RFP shall be accepted. No questions or inquiries should be directed to any individual(s) at the locations detailed in this document.

All communications should be submitted in writing by email per the process described in this document.

B. Submittals

1. To ensure the delivery of your proposal, it is required that you email your proposal to Jennifer Stickman, Procurement Services Manager, at jstickman@madera.gov by 5:00 PM on Monday, November 14, 2022. **No hard copies will be accepted.**
2. Proposals shall be sent with the subject line: "RFP No. 202223-07 Professional Recruiting Services" by the time and date specified above.
3. Proposals must be sent as an email attachment in pdf file format in one single file.
4. Proposals received after the time and date specified above will be considered nonresponsive and will not be opened.

III. GENERAL INSTRUCTIONS AND PROVISIONS

- A. Any proposal may be withdrawn at any time prior to the hour fixed for the opening, provided that a request in writing executed by the Consultant/firm, or his/her duly authorized representative, for the withdrawal of such proposal is filed with Purchasing. The withdrawal of a proposal shall not prejudice the right of a consultant/firm to file a new proposal prior to the time and date set for the opening.

- B. Unsigned proposals or proposals signed by an individual not authorized to bind the prospective Consultant will be considered nonresponsive and rejected.
- C. Attention of Consultant/firms is especially directed to the requirements which, in addition to the proposal and these instructions, are basis for evaluation and will be part of any agreement with the successful Consultant/firm.
- D. The City recognizes its policy of providing equal opportunity to all qualified persons and reaffirms its commitment that there shall be no discrimination against qualified applicants or employees on the basis of race, gender, color, national origin, religion, age, disability, sexual orientation, or marital status.
- E. The City reserves the right to reject or accept any or all proposals or parts thereof, and to accept or reject the alternatives individually or jointly, for any reason.
- F. The City reserves the right to seek supplementary information from any Consultant/firm at any time after official proposal opening and before the award.
- G. The City reserves the right to modify this RFP at any time. In the event it becomes necessary to modify or revise the RFP, a written amendment or addenda issued by City's Purchasing Division is the only method which should be relied on with respect to changes to the RFP. Documents, amendments, addenda, etc. will be posted to the City's Purchasing page at www.madera.gov/purchasing under Bid Announcement and Results and provided to all Consultant/firms who have submitted a Letter of Intent to Respond via email. However, it is the Consultant/firm's responsibility to contact City's Purchasing Division prior to submitting a proposal to determine if any amendments were made to the RFP.
- H. This RFP does not commit the City to award a contract, to pay any costs incurred in the preparation of a proposal for this request, or to procure or contract for services. The City reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified Consultant, or to modify or cancel in part or in its entirety the RFP if it is in the best interests of the City to do so. Furthermore, a contract award may not be made based solely on price.
- I. Proposals will be evaluated by the City. If a proposal is found to be incomplete or not in compliance with the format required, it will not be considered for evaluation. During the evaluation process, the City may find it beneficial to request additional information.
- J. Prior to beginning any work or delivering any equipment or material to be furnished under this proposal, the consultant/firm shall secure the appropriate Business License from the City of Madera. Business license information may be obtained by calling (559) 661-5408.

Should the consultant/firm already have their license, please indicate the license number and expiration date in your proposal.

- K. Certificates of Insurance in accordance with the Insurance Requirements for Consultants document included in the RFP in Section V will also be required prior to award of a contract.
- L. An award will be made as soon as reasonably practical after the opening of Proposals.
- M. The successful Consultant shall enter into a formal agreement with City which will be very similar in content to the **Attachment D** "Sample" Consultant Services Agreement which is provided for information purposes only and to help clarify City intent relevant to this RFP as well as general contract requirements of the City.
- N. An award under this RFP will not be based solely on the price. If an award is made, it will go to the consultant/firm(s) with the best overall proposal who provides the best value to the City and its residents. The successful proposal will be competitively priced and provide for adequate service to meet the City's needs.
- O. The prospective Consultant is advised that should this RFP result in recommendation for award of an agreement, the agreement will not be in force until it is approved by the City Council.
- P. All products used or developed in the execution of any contract resulting from this RFP will remain in the public domain at the completion of the contract.
- Q. By submitting a proposal, the prospective Consultant certifies that its submission is not the result of collusion or any other activity that would tend to directly or indirectly influence the selection process. The proposal will be used to determine the prospective Consultant's capability of rendering the services to be provided.
- R. Pursuant to the California Public Records Act, Government Code Section 6250 and following, public records may be inspected and examined by anyone desiring to do so, at a reasonable time, under reasonable conditions, and under supervision by the custodian of the public record. All submitted proposals are subject to the California Public Records Act and may be determined to be public records subject to disclosure, even if the prospective hearing officer claims confidential treatment. The City will disclose public records as required under the California Public Records Act.

Each prospective Consultant should be aware that although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City might not be in a position to establish that the information, which a

prospective Consultant submits, is a trade secret. If a request is made for information marked as “confidential” by the prospective Consultant in their proposal, the City will provide the prospective Consultant who submitted such information with reasonable notice to allow the firm to seek protection from disclosure by a court of competent jurisdiction.

IV. SCOPE OF SERVICES

The City is seeking professional recruitment services to find its next Director of Financial Services. The job description for this position is provided in **Attachment A**. The requested services include, but are not limited to, the following:

- Meeting with the City Manager and key staff to obtain information regarding the expectations, challenges, requirements, and responsibilities of the position.
- Development of an advertising campaign with agreement on the proposed scope (national, regional, in-state, and local elements).
- Advertisement through an aggressive networking campaign for top talent in print and online media, through direct mailing, via email and direct communication. Additional methods may be proposed based on the firm’s experience and measured outcomes with said methods.
- The City will be provided with both electronic and hard copy of any advertising media developed for placement at City Hall and on the City’s website.
- Thorough screening of applicants to be conducted by firm/consultant. All applicant submittals will be reviewed with the City Manager and key staff, with consultant/firm to make recommendation on candidates recommended for interview with the City Manager. Consultant/firm is expected to provide at least three (3) candidates who meet the candidate profile and position requirements for interview with the City Manager.
- Participation in interviews with City Manager and selected candidates.
- Reference checks for up to two (2) applicants of choice, including current employment and references that provide a 360° view of applicant’s fit for the position. Consultant/firm to provide written report to City Manager on reference checks.

City will conduct post-offer background steps consistent with City hiring practices, specifically criminal history (LiveScan), credit report review, and pre-employment drug screen and physical. City will negotiate at-will employment agreement directly with final candidate based on the City’s Standard Terms & Conditions for Employment Agreements with unrepresented department head positions, Attachment B.

V. INSURANCE REQUIREMENTS FOR CONSULTANTS

Without limiting Consultant’s indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide, and continuously maintain at its own expense during the term

of the Agreement, and shall require any and all Subcontractors and Subconsultants of every Tier to obtain and maintain, policies of insurance of the type and amounts described below and in form satisfactory to the City. While the listed insurance limits are preferred, if the consultant/firm currently maintains lower limits, those limits must be disclosed with their proposal.

Minimum Scope and Limits of Insurance

Consultant shall maintain limits no less than:

- **\$1,000,000 General Liability** (including operations, products and completed operations) per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO form CG 20 10 that the City and its officers, officials, employees, and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and **\$1,000,000 Employer's Liability** per accident for bodily injury or disease. Consultant shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.
- **\$1,000,000 Professional Liability (Errors & Omissions)** per claim and in the aggregate. Consultant shall maintain professional liability insurance that insures against professional errors and omission that may be made in performing the Services to be rendered in connection with this Agreement. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement. The cost of such insurance shall be included in Consultant's bid.

Maintenance of Coverage

Consultant shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Consultant, its agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

Proof of Insurance

Consultant shall provide to the City certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

Acceptable Insurers

All insurance policies shall be issued by an insurance company currently authorized by the Insurance commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and a Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide.

Waiver of Subrogation

All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow Consultant, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City and shall require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

Enforcement of Contract Provisions (non estoppel)

Consultant acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.

Specifications not Limiting

Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Consultant maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Consultant.

Notice of Cancellation

Consultant agrees to oblige its insurance agent or broker and insurers to provide to the City with thirty (30) calendar days' notice of cancellation (except for nonpayment for which ten (10) calendar days' notice is required) or nonrenewal of coverage for each required coverage.

Self-insured Retentions

Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City's Risk Manager.

Timely Notice of Claims

Consultant shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance

Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Work.

VI. PROPOSAL REQUIREMENTS

These guidelines are provided for standardizing the preparation and submission of Proposal/Proposals by all consultants and/or firms. The intent of these guidelines is to assist Consultants/Firms in preparation of their proposals, to simplify the review process, and to help assure consistency in format and content.

Proposals shall contain the following information in the order listed:

A. Transmittal Letter.

The letter should:

1. Introduce the proposing consultant/firm.
2. Provide the address of the office where the relationship will be domiciled.
3. Acknowledge review of any published Addenda as of the date of submission.
4. Provide the consultant/firm's City of Madera business license number or acknowledgement the requirement to obtain said license should the consultant/firm be awarded an agreement.
5. Be signed by an authorized agency officer.

No pricing information should be included in the section. The cover letter shall be addressed to:

Jennifer Stickman, Procurement Services Manager
Finance Department
City of Madera
205 W. 4th Street
Madera, CA 93637

B. Qualifications and Experience

In this section, please describe your organization; identify key personnel to be assigned to the City, including name, title, telephone number(s), email address, and a brief overview of applicable experience with similar projects; and describe your organization's experience providing similar services to other public agencies.

C. Scope of Work

Describe your approach to accomplishing the proposed scope of work and provide an estimated timeline for the services to be provided. Please be advised the City supports virtual meetings and in-person meetings are not required. You may provide samples of brochures, advertisements, or any deliverables for purposes of demonstrating formatting (samples must not include private data of any company for which consultant services were provided).

D. **References**

Using the form in **Attachment C**, provide at least three references. Briefly describe the scope of work for each reference and when it occurred. References must include contact name and email address.

E. **Cost Outline**

Please provide your proposed fee schedule, payment provisions expected, and estimated expenses. The fee schedule should provide a cost outline for specific services to be provided as outlined in the Scope of Work and any other services your firm provides that you feel may be beneficial to the City of Madera. Please clearly identify flat fee charges versus reimbursable expenses.

F. **Proposed Agreement for Services**

Identify any requested modifications to the sample agreement for services provided as Attachment D to this RFP. Any change that the consultant desires to terms of the sample agreement must be clearly specified in the submitted proposal. You must provide a statement of agreement with the attached sample agreement, or recitation of edits required for consultant/firm to execute the contract.

VII. PROPOSAL EVALUATION

Evaluation Process

All proposals will be evaluated by a City of Madera Selection Committee (Committee). The Committee may be composed of City of Madera staff and other parties that may have expertise or experience in the services described herein. The Committee will review the submittals and will rank the consultant/firms. The evaluation of the proposals shall be within the sole judgment and discretion of the Committee. All contacts during the evaluation phase shall be through the City of Madera Purchasing Division only. Consultant/firms shall neither contact nor lobby evaluators during the evaluation process. Attempts by Consultant/firm to contact members of the Committee may jeopardize the integrity of the evaluation and selection process and risk possible disqualification of Consultant/firm.

The Committee will evaluate each proposal meeting the qualification requirements set forth in this RFP. Consultant/firms should bear in mind that any proposal that is unrealistic in terms of the technical or schedule commitments may be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of the City of Madera requirements as set forth in this RFP.

The selection process may include oral interviews. The consultant will be notified of the time and place of oral interviews and of any additional information that may be required to be submitted.

Evaluation Criteria

The Evaluation Criteria Summary and their respective weights are as follows:

No.	Written Evaluation Criteria	
1	Completeness of Response	5
2	Qualifications & Experience	25
3	Scope of Services & Scheduling	25
4	References	5
5	Fee Schedule	40
Subtotal:		100

1. Completeness of Response (5 points)

- a. Responses to this RFP must be complete. Responses that do not include the Proposal content requirements identified within this RFP and subsequent addenda and do not address each of the items listed below will be considered incomplete.

2. Qualifications & Experience (25 points)

- a. Describes the qualifications and experience of the organization, entity, or individual performing services within the past five years that are similar in size and scope to demonstrate competence to perform these services.
- b. Sufficient background of personnel proposed to be assigned to determine suitability for the proposed scope of work.

3. Scope of Services & Scheduling (25 points)

- a. Provides comprehensive description of proposed services that address the scope of work.
- b. Describes methodology to ensure completion of the project and provides a service guarantee.
- c. Clearly outlines expected timelines.

4. References (5 points)

- a. Using the form in Attachment C, includes a detailed description of a minimum of three (3) references within the past five (5) years which include the following information:
 - i. Contracting agency
 - ii. Contracting agency project manager or contract administrator contact information (must include email address for each contact)
 - iii. Description of services provided

5. Fee Schedule (40 Points)

- a. Provide a fee schedule/pricing information for the project, including:
 - i. Fixed fee costs
 - ii. Reimbursable expenses
- b. Proposals shall be valid for a minimum of 180 days following submission.

ATTACHMENT A

Director of Financial Services Job Description

CITY OF MADERA

DIRECTOR OF FINANCIAL SERVICES

*Class specifications are only intended to present a descriptive summary of the range of duties and responsibilities associated with specified positions. Therefore, specifications **may not include all** duties performed by individuals within a classification. In addition, specifications are intended to outline the **minimum** qualifications necessary for entry into the class and do not necessarily convey the qualifications of incumbents within the position.*

DEFINITION:

Under administrative direction, plans, manages, oversees and directs the operations and services of the Financial Services Department which includes utility billing, business licensing, general accounting, expenditure control, purchasing, fleet and grants administration; coordinates activities with other City officials, departments, outside agencies and organizations; maintains the City's investment portfolio; provides responsible and complex staff support to the City Council and City Administrator; performs other related duties as required.

DISTINGUISHING CHARACTERISTICS:

The **Director of Financial Services** is a department head level class responsible for the overall administration and operation of the Financial Services Department. Incumbent holds supervisory responsibilities for financial and technical records maintenance, and is responsible for originating, carrying out, reviewing, interpreting and coordinating policies in the administration of a diversified accounting and investment operation.

SUPERVISION RECEIVED/EXERCISED:

Receives administrative direction from the City Administrator. Exercises direct and indirect supervision over professional, technical and support staff.

ESSENTIAL FUNCTIONS: *(include but are not limited to the following)*

- Accepts full responsibility for all Financial Services Department activities and services including activities associated with general accounting, license and fee collection, utility billing and collection, payroll, purchasing, fleet, and grant administration; invests funds as authorized.
- Develops, implements and maintains Financial Services Department goals, objectives, policies and priorities for appropriate service areas; ensures that established goals and priorities are achieved.
- Plans, directs and coordinates the Financial Services Department's work plan through appropriate department staff; assigns work activities and responsibilities to appropriate department personnel; reviews and evaluates work methods and procedures; identifies and resolves problems and/or issues.
- Reviews and evaluates service delivery methods and systems including administrative and support systems and internal relationships; identifies opportunities for improvement and implements changes to standard operating procedures to enhance services.

- Oversees the selection, training and evaluation programs for all Financial Services Department personnel; provides or coordinates staff training; identifies and resolves staff deficiencies; executes discipline and/or termination procedures.
- Assists in the preparation, implementation, and control of the City's annual operating and capital improvement budgets through the preparation of budget detail; forecasts revenues, expenditures and year end balances. This includes the City acting as the Successor Agency to the City of Madera Redevelopment Agency.
- Manages and coordinates the development of the Financial Services Department's budgets; monitors and approves expenditures; advises appropriate department personnel on budget matters; makes adjustments to the budget as is necessary.
- Manages the implementation of accounting system and other computer systems.
- Oversees and manages the City and related agency's investment portfolio.
- Prepares and presents financial and administrative reports and resolutions to the City Council.
- Oversees internal and external audits of municipal funds and procedures; supervises inventory of City property.
- Presents, justifies and defends Financial Services Department programs, operations and activities; negotiates and resolves controversial department issues.
- Represents the Financial Services Department to other departments, divisions and organizations; coordinates departmental activities with other departments and organizations.
- Serves as a resource for department personnel, City staff and other organizations; coordinates pertinent information, resources and work teams necessary to support a positive and productive environment.
- Attends and participates in professional, and community meetings as necessary; stays current on issues relative to the field of municipal finance administration and relative service delivery responsibilities; responds to and resolves sensitive and complex community and organizational inquiries and complaints.
- Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, City management and staff, and the public.

WORKING CONDITIONS:

Position requires prolonged sitting, standing, walking, reaching, twisting, turning, kneeling, bending, squatting and stooping in the performance of daily activities. The position also requires grasping, repetitive hand movement and fine coordination in preparing reports using a computer keyboard. Additionally, the position requires near and far vision in reading written reports and work related documents. Acute hearing is required when providing phone and personal service.

QUALIFICATIONS: *(The following are minimal qualifications necessary for entry into the classification)*

DIRECTOR OF FINANCIAL SERVICES

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Education and/or Experience:

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for a **Director of Financial Services**. A typical way of obtaining the required qualifications is to possess the equivalent of five years of broad and extensive experience in professional municipal accounting, including at least three years in a responsible management or supervisory capacity, and a Bachelor's degree in accounting, business administration, economics or a related field.

License/Certificate:

Possession of, or the ability to obtain, a valid class C California driver's license. Certified Public Accountant license is preferred but not required.

KNOWLEDGE/ABILITIES/SKILLS *(The following are a representative sample of the KAS's necessary to perform essential duties of the position)*

Knowledge of:

Generally Accepted Accounting Principles and Procedures (GAAP); General Accepted Auditing Standards (GAAS); modern principles, practices and techniques of finance administration, organization and operation including accounting, auditing and municipal budgeting; methods and techniques of supervision, training and motivation; applicable federal, state and local laws, codes, regulations and reporting requirements; cost control and revenue forecasting techniques.

Ability to:

Plan, direct, manage and coordinate the work of the Finance Department; develop and administer sound departmental goals, objectives, policies and methods for evaluating achievement and performance levels; properly interpret and make decisions in accordance with laws, regulations and policies; analyze complex accounting and financial issues, evaluate alternatives and implement sound solutions; analyze and interpret financial, investment and accounting records; prepare clear and concise administrative and financial reports; assist in the preparation and administer a municipal budget; develop and install sound accounting and financial reporting systems and procedures; make adjustments to standard operating procedures as necessary to improve organizational effectiveness; supervise, train and motivate department personnel; facilitate group participation and consensus building; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships.

Skill to:

Operate an office computer and a variety of spreadsheet and software applications.

ATTACHMENT B

Standard Terms & Conditions for Employment Agreements

RESOLUTION NO. 21-164

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING
STANDARD TERMS AND CONDITIONS FOR EMPLOYMENT AGREEMENTS OF
UNREPRESENTED DEPARTMENT HEAD POSITIONS**

WHEREAS, the City of Madera wishes to establish reasonable rules, regulations and compensation for its staff within the financial limits of the organization; and

WHEREAS, pursuant to the Madera Municipal Code, the following unrepresented management positions serve at the will of the City Manager:

- Police Chief
- Director of Parks & Community Services
- City Engineer
- Director of Human Resources
- Information Services Manager
- Chief Building Official
- Planning Manager
- Director of Financial Services
- Public Works Operations Director
- Director of Community Development

WHEREAS, the City desires to establish written parameters for the terms and conditions of employment for individuals serving the City in these positions to support transparency and consistency.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF MADERA hereby resolves, finds, and orders as follows:

1. The above recitals are true and correct.
2. The City Manager is authorized to execute individual at-will employment agreements within the parameters as set forth in the Authorized Terms and Conditions for Employment Agreements with Unrepresented Department Heads as set forth in Exhibit 1 to this resolution which is incorporated by reference and approved.
3. The Director of Financial Services is directed to designate and classify reserves from the general fund unassigned fund balance into the assigned classification for the lump sum payments of \$1,500 to each employee.
4. This resolution is effective immediately upon adoption.

* * * * *

PASSED AND ADOPTED by the City Council of the City of Madera this 17th day of November 2021 by the following vote:

AYES: Mayor Garcia, Councilmembers Gallegos, Evans and Villegas.

NOES: Councilmember Rodriguez.

ABSTENTIONS: None.

ABSENT: Councilmember Montes and District 5 is currently vacant.

APPROVED:



SANTOS GARCIA, Mayor

ATTEST:



ALICIA GONZALES, City Clerk



Unrepresented Department Head Positions

Authorized Terms and Conditions for Employment Agreements

I. Unrepresented Department Head Positions

- Police Chief
- Director of Parks & Community Services
- City Engineer
- Director of Human Resources
- Information Services Manager
- Chief Building Official
- Planning Manager
- Director of Financial Services
- Public Works Operations Director
- Director of Community Development

II. Employment Agreement Term

- Up to 4 years

III. Annual Salary

- Salary range assignments for each position are published on the City of Madera Salary Schedule publicly adopted by the City Council.
- The City Manager is authorized to set salaries for Department Heads consistent with the Salary Schedule.
- The City Manager is authorized to provide merit step increases for satisfactory job performance within the salary steps defined on the published Salary Schedule.
- The City Manager is authorized to provide Cost of Living Adjustment (COLA) increases to Department Heads as follows:
 - Effective the first paycheck on or after November 17, 2021, positions listed in Section I will receive a 2% base wage increase.
 - Effective the first paycheck on or after July 1, 2022, positions listed in Section I will receive a 2% base wage increase.
 - Effective the first paycheck on or after July 1, 2023, positions listed in Section I will receive a 2% base wage increase.
 - Effective the first paycheck on or after July 1, 2024, positions listed in Section I will receive a 2% base wage increase.
- In addition to the percent-based wage increases noted above, the City Manager is authorized to provide each employee employed by the City in positions listed in Section I with a lump sum \$1,500 payment to be paid on the first regular paycheck on or after November 17, 2021; July 1, 2022; July 1, 2023; and July 1, 2024; subject to applicable taxes and deductions.

Unrepresented Department Head Positions

Authorized Terms and Conditions for Employment Agreements

IV. Severance

- Employment Agreements may include 1 ½ months salary & health benefits severance in one (1) lump sum payment for separation without cause

V. Paid Leave – Employment Agreements may include benefits as follows:

- **Vacation** – accrues based on years of service consistent with Mid Management accrual schedule; maximum accrued balance will be 360 hours. Employee also receives an 8-hour credit to vacation each year on the employee’s hire anniversary date.
 - Vacation Cash-out: Employee may cash-out unused vacation once per year if vacation balance is at least 160 hours.
 - 0-5 years of total City service – 40 hours
 - 6+ years of total City service – 80 hours
- **Sick leave** – accrues each pay cycle consistent with Mid Management accrual schedule; no cap on accrual. After 5 years of City service, employee may cash-out unused sick leave with positive separation or retirement based on the following schedule:

Years of Service	Sick Leave Cash-Out
5	7.5%
7	10.5%
10	15.0%
15	22.0%
20	30.0%

- **Family Sick Leave** - Up to 72 hours of sick leave may be used each year for family.
- **Administrative Leave** – 40 hours credited each July 1. Not available for carryover or cash-out. A pro-rated amount will be credited for the remainder of the fiscal year based on hire date if employee is hired mid-fiscal year.
- **Holidays** – Observed paid holidays will be consistent with Mid Management paid holidays.
- **Floating Holiday** – Employees with 5-9 years of total City service are credited with 20 hours of Floating Holiday each July 1; employees with 10+ years of total City service are credited with 40 hours of Floating Holiday each July 1.
- **Holiday Closure** - Employee will receive the same Holiday Closure benefit as that received by the City of Madera Mid Management Employee Group.

Unrepresented Department Head Positions

Authorized Terms and Conditions for Employment Agreements

VI. Retirement

- CalPERS formula is defined by date of hire and position
 - Employee pays Employee Contribution to CalPERS
 - Employee pays an additional 2.375% of base pay for Miscellaneous employees and 3% of base pay for Safety employees towards Employer Contribution through either a salary reduction or post-tax payroll deduction.
 - Employee pays for 1959 Survivor Benefit.

VII. Health Insurance

- Employee will receive the same plan offerings and employer contribution as that received by the City of Madera Mid Management Employee Group.

VIII. Longevity Pay

- Longevity pay was frozen as of June 30, 2019. Employees in the positions listed in Section I who had achieved longevity pay as of that date continue to receive the benefit but cannot achieve additional longevity pay with additional years of service. This benefit is not available to employees hired or promoted into the positions listed in Section I after June 30, 2019.

IX. Retiree Medical

- Individuals who retire from City service are eligible to purchase medical, dental, and vision insurance for the retiree and eligible dependents at the retiree's expense until such time as the individual is eligible for Medicare
- For individuals who were employed in the positions listed in Section I as of April 3, 2019, and had at least fifteen (15) years of City service at that time, the City will contribute up to a cap of \$600 per month for retiree medical insurance until the individual is eligible for Medicare and up to a cap of \$300 per month for a Medicare supplement plan after the individual is eligible for Medicare. This benefit is not available to employees hired or promoted into the positions listed in Section I after April 3, 2019.

X. Other Benefits

- Employee may elect to receive a City-issued smart phone or use his/her personal phone and receive a \$75/month stipend. If stipend is elected, personal phone number must be publicly available.
- The Police Chief will receive the same Uniform Allowance as sworn members of the Law Enforcement Mid Management Group.
- Bereavement Leave: In addition to paid leave available, Employee will receive 3 days of leave per fiscal year in the event of the death of a grandparent, parent, spouse, registered domestic partner, or child.

Unrepresented Department Head Positions

Authorized Terms and Conditions for Employment Agreements

- City paid life/AD&D insurance: \$50,000 employee/\$5,000 dependent; employee can purchase additional voluntary life insurance for self, spouse and/or dependents through the City's provider through payroll deduction.
- City paid Long Term Disability insurance

ATTACHMENT C
RFP References Form

AGENCY/COMPANY: _____
CONTACT PERSON: _____
EMAIL ADDRESS: _____
PHONE NUMBER: _____
ADDRESS: _____
DATE SERVICES PROVIDED: _____
SUMMARY OF SERVICES INCLUDED: _____

AGENCY/COMPANY: _____
CONTACT PERSON: _____
EMAIL ADDRESS: _____
PHONE NUMBER: _____
ADDRESS: _____
DATE SERVICES PROVIDED: _____
SUMMARY OF SERVICES INCLUDED: _____

AGENCY/COMPANY: _____
CONTACT PERSON: _____
EMAIL ADDRESS: _____
PHONE NUMBER: _____
ADDRESS: _____
DATE SERVICES PROVIDED: _____
SUMMARY OF SERVICES INCLUDED: _____

AGENCY/COMPANY: _____
CONTACT PERSON: _____
EMAIL ADDRESS: _____
PHONE NUMBER: _____
ADDRESS: _____
DATE SERVICES PROVIDED: _____
SUMMARY OF SERVICES INCLUDED: _____

ATTACHMENT D
Sample Consultant Services Agreement

CITY OF MADERA

“SAMPLE” PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and entered into the [DAY] day of [MONTH], [YEAR], by and between the CITY OF MADERA, a municipal corporation of the State of California, hereinafter called “City” AND [CONSULTANT/FIRM], hereinafter called “Consultant”.

RECITALS:

- A. The City desires to obtain professional recruiting services.
- B. Consultant is a firm specializing in executive level public sector recruitments with the necessary experience to provide desired services to the City.
- C. City desires to retain Consultant to provide said services, as detailed further herein.

AGREEMENT

1. Incorporation of Recitals. The recitals set forth above are incorporated herein by this reference.
2. Services. The City hereby contracts with Consultant to provide recruiting services for at-will management positions at the compensation and upon the terms and conditions herein expressed, and Consultant hereby agrees to perform such services for said compensation, and upon said terms and conditions. City hereby authorizes Consultant to commence work immediately upon approval of this agreement by the City Council at a scheduled meeting of said governing body.
3. Obligations, duties and responsibilities of Consultant. It shall be the duty, obligation and responsibility of the Consultant, in a skilled and professional manner, to perform the services in accordance with the Scope of Work identified in **Exhibit A** which is attached and incorporated by reference.
4. Compensation.
 - 4.1. City shall compensate Consultant for services based on the agreed upon Fee Schedule in **Exhibit B** which is attached and incorporated by reference.
 - 4.2. The billing statements shall be prepared and organized in a manner that facilitates an efficient review of the services performed. Items should be billed as described on the Fee Schedule in Exhibit B.
 - 4.3. Any billing disputes brought forth by the City must be submitted within fourteen (14) days of the receipt of the billing statement. Such disputes will be submitted by electronic

mail (email) to the billing contact provided by Consultant. Billing contact for Consultant is _____.

4.4. It is expressly understood that Consultant shall coordinate the submission of billings to the City on behalf of all other medical services or service providers, for all health services rendered as listed in the Scope of Work identified in Exhibit A, except for services rendered related to workers' compensation claims that have been referred to other providers.

4.5. Payment shall be made directly by the City to the Consultant within thirty (30) days of receipt of billing. Billings are to be made directly to the following City contact:

Wendy Silva
Director of Human Resources
wsilva@madera.gov

5. Term and Termination.

5.1. This Agreement shall be effective beginning on [DATE] after approval by the City Council at a duly scheduled meeting thereof and shall continue in full force and effect for one (1) year unless otherwise terminated by the City. The term may be extended by the City Manager in writing for a period not to exceed one (1) additional year.

5.2. City reserves the right to terminate this Agreement at any time with thirty (30) days' notice. In the event of such termination, the City shall compensate Consultant for services rendered up to and including the date of termination. City shall terminate services and/or the Agreement by delivering to Consultant a written notice specifying the extent to which services and/or the Agreement are terminated and the effective date of the termination. Notice of termination shall be provided as follows:

[SERVICE PROVIDER CONTACT INFORMATION]

6. Independent contractor. In the furnishing of the services provided herein, the Consultant is acting as an independent contractor and not as an employee of the City.

7. Indemnification and Waivers. To the furthest extent allowed by law, Consultant shall indemnify, hold harmless, and defend City and each of its officers, officials, employees, agents, and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs, and damages (whether in contract, tort, or strict liability, including but not limited to personal injury, death at any time, and property damage), and from any and all claims, demands, and actions in law or equity (including reasonable attorney's fees and litigation expense) that arise out of, pertain to, or related to the negligence, recklessness, or willful misconduct of Consultant, its principals, officers, employees, agents, or volunteers in the performance of this Agreement. The obligations under this paragraph are in addition to, and are not limited by any insurance which Consultant is otherwise required to maintain under this Agreement.

8. Insurance. During the term of this Agreement, Consultant shall maintain, keep in force and pay all premiums required to maintain and keep in force commercial general liability, workers'

compensation, and employer's liability insurance. The limits and coverages provided by such policies shall be as required in **Exhibit C** of this Agreement which is attached and incorporated by reference.

9. Compliance with Law. Consultant shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, and directives, and all provisions required to be included are incorporated by reference.

10. Miscellaneous.

10.1. Consent. Whenever in this Agreement the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.

10.2. Governing Law. The parties agree that this Agreement shall be governed and constructed by and in accordance with the Laws of the State of California.

10.3. Required License and Professional Credentials. Consultant and personnel providing services shall maintain all licenses and professional credentials necessary for the provision of such services. Consultant shall promptly notify City of changes of status or events that might impact the provision of professional services to City.

10.4. Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Agreement, which directly results from an Act of God or an act of a superior governmental authority.

10.5. Headings. The paragraph headings are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

10.6. Incorporation of Documents. All documents constituting the Agreement documents described in Section 3 hereof and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated in the Agreement and shall be deemed to be part of this Agreement.

10.7. Integration. This Agreement and any amendments hereto between the parties constitute the entire Agreement between the parties. There are no other prior oral or written agreements between the parties that are not incorporated in this Agreement.

10.8. Modification of Agreement. This Agreement shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.

10.9. Provision. Any agreement, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Agreement shall define or otherwise control, establish or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.

10.10. Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the provisions of this Agreement not so affected shall remain in full force and effect.

10.11. Successors and Assigns. The provisions of this Agreement shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.

10.12. Venue. In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Madera or in the United States District Court for the Eastern District of California.

10.13. Recovery of Costs. The prevailing party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party.

11. Signatures. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the Consultant and the City.

[SERVICE PROVIDER]

CITY OF MADERA

[PRINTED NAME]
[TITLE]

Santos Garcia
Mayor

Date: _____, 2022

Date: _____, 2022

ATTEST

APPROVED AS TO FORM

Alicia Gonzales, City Clerk

Hilda Cantú Montoy, City Attorney

Date: _____, 2022

Date: _____, 2022

EXHIBIT A

SCOPE OF WORK

SAMPLE

EXHIBIT B

FEE SCHEDULE

SAMPLE

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide, and continuously maintain at its own expense during the term of the Agreement, and shall require any and all Subcontractors and Sub-consultants of every Tier to obtain and maintain, policies of insurance of the type and amounts described below and in form satisfactory to the City.

Minimum Scope and Limits of Insurance:

Consultant shall maintain limits no less than:

- **\$1,000,000 General Liability** (including operations, products, and completed operations) per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage should be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO form CG 20 10 that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **Workers' Compensation** as required by the State of California and **\$1,000,000 Employer's Liability** per accident for bodily injury or disease. Consultant shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.
- **\$1,000,000 Medical Malpractice** per claim and in the aggregate. Consultant shall maintain medical malpractice insurance that insures against professional errors and omission that may be made in performing the Services to be rendered in connection with this Agreement. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement. The cost of such insurance shall be included in Consultant's bid.

Maintenance of Coverage

Consultant shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Consultant, its agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

Proof of Insurance

Consultant shall provide to the City certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City prior to commencement of performance. Current evidence of insurance shall be kept on file with the

City at all times during the term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

Acceptable Insurers

All insurance policies shall be issued by an insurance company currently authorized by the Insurance commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and a Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide.

Waiver of Subrogation

All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow Consultant, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City and shall require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

Enforcement of Contract Provisions (non estoppel)

Consultant acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.

Specifications not Limiting

Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Consultant maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Consultant.

Notice of Cancellation

Consultant agrees to oblige its insurance agent or broker and insurers to provide to the City with thirty (30) calendar days' notice of cancellation (except for nonpayment for which ten (10) calendar days' notice is required) or nonrenewal of coverage for each required coverage.

Self-insured Retentions

Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City's Risk Manager.

Timely Notice of Claims

Consultant shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance

Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Work.

SAMPLE