

**CITY OF RICHLAND
REQUEST FOR QUALIFICATION / PROPOSAL**

CITY MANAGER RECRUITMENT Services

RFQ / RFP 07-003 GEN

The City of Richland is soliciting qualifications and proposals from qualified consulting firms for City Manager recruitment services.

The City is seeking a consultant with an accompanying expertise in Recruitment Services, the ideal firm will have experience and expertise in, including but not limited to executive searches in the public sector. Demonstrated experience and expertise in writing and presenting reports for local government officials is required, including the development of finding, conclusions and recommendations.

Detailed information pertaining to the RFQ / RFP may be picked up at the City's Purchasing Department located at 2700 Duportail St. Richland, WA 99352, faxing your request to Purchasing (509) 942-7397, or you may obtain the RFQ / RFP on the City's website www.ci.richland.wa.us/RICHLAND/purchasing/index When obtaining the RFQ/RFP on the City's website please email your company name, address, phone number and email address information to Sue Graves at sgraves@ci.richland.wa.us to keep a record of firms interested in the RFQ/RFP

Proposals must be received on or before 5:00 pm on May 18, 2007 at the City's Purchasing Dept. MS-11, PO Box 190, Richland, WA 99352 or physical address at 2700 Duportail St., Richland, WA 99352. Packages containing proposals shall be marked in lower left hand corner RFQ/RFP 07-003 GEN, City Manager Recruitment Due Date & Time: 5/18/07 5:00 pm.

REQUEST FOR QUALIFICATION / PROPOSAL

CITY MANAGER RECRUITMENT

RFQ / RFP 07-003 GEN



**CITY OF RICHLAND, WASHINGTON
MAY 2007**

**RFP DATE DUE:
TIME:**

**May 18, 2007
5:00 pm PDT**

PHYSICAL ADDRESS

**CITY OF RICHLAND
PURCHASING DEPT.
2700 DUPORTAIL ST. BLDG. 100
RICHLAND, WA 99352**

MAIL TO:

**CITY OF RICHLAND
PURCHASING DEPT. MS-11
PO BOX 190
RICHLAND, WA 99352**

RFQ/RFP 07-003 GEN

CITY OF RICHLAND
REQUEST FOR QUALIFICATIONS AND PROPOSALS
RFQ/RFP No. 07-003 GEN

Project Title: Modified City Manager Recruitment

General Information

The City of Richland is a rapidly growing eastern Washington City located in Benton County. The City has a City Manager-Council form of government, and operates as a First Class City under RCW 35. The City was incorporated in 1958 with a current population of approximately 43,520. Several thousand additional area residents work in Richland, or commute to work north of Richland, every day.

The City is a full-service municipality employing approximately 500 people to provide general government, public works, public safety, planning and community development, and recreational services. The City also operates an electric distribution utility, solid waste landfill-collection system, public library, and administers the regional emergency management and 911 dispatch center.

Purpose

The City of Richland is in the process to begin the search for a new City Manager. At the request of City Council, the City has retained the services of an outside agency to develop the Position profile for our City Manager search.

Although it is not customary for executive search firms to come in after the profile has been developed, the City would like to request a proposal detailing the scope of work your firm would provide. It is the City's intent to qualify and select an experienced Firm/Individual to recruit candidates for the City Manager position.

From this point, it is the City's intention to complete the remaining steps of the search (i.e., preliminary interviews, final interviews, background, site visit(s) and final candidate selection

City Manager Profile

Exhibit "A" attached

Written technical questions regarding this RFQ/RFP are preferred and should be directed to Gordon Beecher, Human Resources Director at City of Richland MS-12, P.O. Box 190, Richland, WA; via Fax at (509) 942-7345 or through e-mail at gbeecher@ci.richland.wa.us Please allow a minimum of three (3) days response time. Phone calls @ 509 942-7393 will be accepted for bona fide questions. Introductions or other conversations by phone will not be accepted.

Funding and Cost

A lump sum fee shall be negotiated with the finalist. It is anticipated that the contract will be a lump sum including expenses with a not to exceed maximum amount. A cost proposal is required as part of the submission. During the final selection process, the City will discuss available funds and a firm scope of work that will meet the City's objectives within the funds available.

Schedule: The City requests all work performed under the contract be completed by the consultant within sixty (60) calendar days of receiving the notice to proceed. This schedule shall be negotiated and discussed with the finalist, but the City desires at least preliminary findings suitable for operational and budget considerations by that date.

Consultant Qualifications

Although the City is seeking a consultant with an accompanying expertise in Recruitment Services, the ideal firm will have experience and expertise in, including but not limited to, executive searches in the public sector. Demonstrated experience and expertise in writing and presenting reports for local government officials is required, including the development of findings, conclusions and recommendations.

Proposal Submission and Award

Consultant shall submit one signed original and seven (7) copies of proposal package. All proposals and accompanying documentation will become property of the City and will not be returned. Fax proposals or proposals submitted by e-mail are not acceptable.

Award will be based upon a review and evaluation by the Richland City Council. Written submittals and oral presentations, if necessary, may be utilized in selecting the winning proposal. The following evaluation criteria, not listed in order of significance will be used:

- General approach and plans to meet the requirements of the RFQ/RFP as well as overall ability to successfully complete the project within the stated schedule.
- Qualifications and experience of personnel.
- The Consultant's past performance on recruitment projects of similar positions.
- Total cost.

The final selection, if any, will be that proposal which, in the opinion of the City after review of all submissions by the Richland City Council, best meets the requirements set forth in the RFQ/RFP and is in the best interest of the City.

Proposals are due no later than May 18, 2007 at 5:00 p.m. There will be no "pre-bid conference" or formal "bid opening". Qualifications and Proposals received by the deadline will be reviewed by the City, and selected firms may be invited to meet with selected city officials to discuss their proposal.

Respondents shall allow sufficient delivery time to insure receipt on or before the deadline. Respondents assume the risk for the delivery method chosen. The City assumes no responsibility for delays caused by any delivery service. All submittals and any accompanying

documentation become the property of the City, become public information upon receipt and will not be returned. Respondents should allow sufficient delivery time to insure receipt on or before the deadline.

US Mail Address

City of Richland
Purchasing department MS 11
P O Box 190
Richland, WA 99352

Physical Address

City of Richland
Purchasing Department MS 11
2700 Duportail Street
Richland, WA 99352

Contract

The City anticipates a lump sum contract with a not to exceed figure to accomplish the Recruitment. The final contract scope and schedule will be negotiated with the selected Consultant. Please note terms and conditions are provided in the sample contract. Vendors should carefully review the Sample Contract to determine the stated requirements and terms.

One original copy of the RFQ/RFP proposal will require original signature. It must be signed upon submittal. Signature will also be validated through a formal signature as part of the contract document itself.

The City reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms which the Consultant can propose. The Consultant shall specifically stipulate that the proposal is predicated upon acceptance of all terms and conditions in the RFQ/RFP.

Consultant should be prepared to accept this RFQ/RFP for incorporation into a contract resulting from this RFQ/RFP. Contract negotiations may provide for the incorporation of the Consultant's proposal. It is understood that the proposal will become a part of the official file on this matter without obligation to the City.

This RFQ/RFP does not, however, obligate the City to contract for services specified herein.

Timeline

This is to provide interested firms information about the schedule anticipated by the City. This is an estimate only, and may change.

- RFQ/RFP release date: May 6, 2007
- Submittals due: May 18, 2007
- Evaluate proposals: May 22, 2007
- Interviews (tentative, may or may not be scheduled)
- Announce apparent successful Consultant: Mid June, 2007
- Work begins: June, 2007
- Work completed: Mid August, 2007

Revisions to RFQ/RFP

The City reserves the right to modify this RFQ/RFP and/or cancel or reissue this Request in whole or in part, prior to execution of a contract. In the event it becomes necessary to revise any part of the RFQ/RFP, it shall be the responsibility of the interested firms to obtain a copy of the addendum. The City shall make efforts to reach interested firms, but the responsibility shall be on the firms to insure that they have obtained current material.

Acceptance Period

Submittals shall be good for 60 days from due date of RFQ/RFP. Firms that take exception to this will be considered non-responsive and will be rejected.

Rejection of Submittals

The city reserves the right at its sole discretion to reject any and all Submittals received without penalty and not to issue a contract as a result of this RFQ/RFP. The City also reserves the right at its sole discretion to waive minor administrative irregularities contained in any Submittal.

Responsible Consultant Criteria

The City shall consider only responsible Consultants/Firms. Responsible Consultants/Firms are those that have, in the sole judgment of the City, the financial ability, experience, resources, skills, capability, reliability and integrity necessary to perform the requirements of the contract. The City may also consider references, financial stability, and any other information available to the City. Firms with an owner convicted within the past ten years of a crime that impugns honesty or integrity, or with unsatisfied tax or judgment liens, are ineligible to participate and shall not submit.

The final selection, if any, will be that proposal which, in the opinion of the City after review of all submissions by an evaluation committee, best meets the requirements set forth in the RFQ/RFP and is in the best interests of the city

Obligation to Contract and Costs

This RFQ/RFP does not obligate the City to contract for services specified herein. The City will not be liable for any costs incurred by the Consultant/Firm in preparation of a Submittal in response to this Request, in conduct of a presentation, or any other activities related to responding to this RFQ/RFP.

Commitment of Funds

The Mayor, City Manager and/or Contracts Officer are the only individuals who may legally commit the City to Expenditures of funds for a contract resulting from this RFQ/RFP. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

Examination of RFQ/RFP and Contract Documents

The submission of a response shall constitute an acknowledgment upon which the City of Richland may rely that the Consultant thoroughly examined and is familiar with the requirements and contract documents, and reviewed and inspected all applicable statutes, regulations, ordinances, and resolutions dealing with or related to the work and services to be provided. Failure or neglect of a submitter to examine such documents, work site(s), statutes, regulations,

ordinances or resolutions, shall in no way relieve the submitter from any obligations with respect to the offer or to the contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of the same. A signed contract or purchase order furnished to the successful offer results in a binding contract without further action by either party.

Proprietary Information/Public Disclosure

Material submitted in response to this RFQ/RFP shall become the property of the City.

All proposals received shall remain confidential until the contract, if any, resulting from this RFQ/RFP is signed by the City and the Consultant; thereafter the proposal shall be deemed public records as defined in RCW 42.17.250 to .340.

In the event a Consultant desires to claim that portions are exempt from disclosure under the provisions of RCW 42.17.250 to .340, it is incumbent upon the Consultant to identify those portions in the Consultants proposal transmittal letter. The transmittal letter must identify the page and the particular exception(s) from disclosure upon which it is making its claim. Each page claimed to be exempt from disclosure must be clearly identified by the word "confidential" printed on the lower right hand corner of the page.

The City will consider a Consultant's request(s) for exemption from disclosure; however. The City will make a decision predicated upon applicable laws. An assertion by a Consultant that an entire volume of its proposal is exempt from disclosure will not be honored.

Protest Procedure

- Consultants protesting this procurement shall follow the procedure described herein. Protests that do not follow these procedures shall not be considered. This protest procedure constitutes the sole administrative remedy available to Consultants under this procurement.
- All protests must be in writing and signed by the protesting party or an authorized Agent. The protest must state the grounds for the protest with the specific and complete statements of the actions being protested. Protesting parties must demonstrate as part of their protest that they made every reasonable effort within the schedule and procedures of this RFP to resolve the basis of their protest during the acquisition process. A description of the relief or corrective action being requested must also be stated. All protests shall be addressed to the Purchasing Manager/Contracts Officer.
- Only protests stipulating an issue of fact concerning a matter of bias, discrimination or conflict of interest, or non-compliance with procedures described in the RFP document or City policy shall be considered. Protests not based on procedural matters will not be considered.
- Interested Consultants may submit a protest to conditions that are stated in this RFP, if protest is made no later than three (3) completed 8-hour business days prior to Proposal submission deadline. Following that date, Consultants that have not indicated a formal protest to the RFP conditions will waive their right to protest such issues.

- In the event a protest may affect the interest of any Consultant, such Consultant(s) will be given an opportunity to submit its views and any relevant information on the protest to the Purchasing Manager/Contracts Officer.
- Upon receipt of a protest, a protest review will be held by the City to review the procurement process utilized. This is not a review of proposals submitted or the evaluation of scores received. The review is to ensure City policy and procedures were followed, all requirements were met, and all Consultants were treated equally and fairly.
- Following notice of the apparent successful Consultant, Consultants that have submitted a proposal are allowed three (3) business days to file a protest with the City Purchasing Manager/Contracts Officer. Such protests may be regarding issues of award, but all issues regarding the structure of the RFP or anything described within the RFP must have instead been previously filed as described above. After three (3) business days, Consultants waive the right to protest and the City will proceed immediately to award. The Purchasing Manager/Contracts Officer will then consider all the information available and render a written decision within ten (10) business days of receipt of the protest, unless additional time is required. If additional time is required, the protesting party will be notified of the delay. The filing of protest shall not prevent the City from executing a contract with any other vendor.

Communication with the City

All communications regarding this RFQ/RFP are restricted and may only be made through the Purchasing Manager/Contracts officer listed below or as directed elsewhere in this RFQ/RFP. Any oral communications will be considered unofficial and non-binding to the City. The City is not bound by information, clarification, or interpretation from other City officials or employees except as directed in this RFQ/RFP. Consultants/Contractors should not contact any City officials or employees other than the Purchasing Manager/Contracts Officer or as directed in this RFQ/RFP. Failure to observe this requirement may be grounds for rejection of the firm's submittal. Interested firms may submit inquiries to the City prior to the submittal deadline. Following submittal, the City will not receive additional requests, inquiries or information from any Consultant. The only request that the City will accept shall be information regarding the anticipated award date and/or a list of companies that submitted.

Michael R. Mitchell, Purchasing manager/Contracts Officer
 (509) 942-7327 Fax (509) 942-7397
 Email: mmitchell@ci.richland.wa.us

Submittal Requirements

Consultant is specifically notified that failure to comply with any part of the Request for Proposal may result in rejection of the proposal as non-responsive.

All proposals must be on eight and one-half by eleven (8 ½ X 11) inch paper. Responses are to be no more than five (5) pages long.

Appendix “A” must be signed

At a minimum, the City of Richland requires that Consultant proposals address all criteria in this section and the Scope of Work section. Proposals shall be prepared in three (3) parts as follows:

Scope of Work:

- The work plan proposal must contain all work requirements necessary to accomplish the City manager recruitment. It will outline the proposed approach, methodology, work plan, and schedules to accomplish the task,
- State completely as possible, what the City wants, such as; 1) Description of all project requirements; 2) description of plan to accomplish tasks, study, project, etc.; and 3) required involvement of city staff, if any.
- For each task/requirement listed in the Scope of Work provide whether or not vendor can satisfy the requirement. Provide additional information regarding your solution that you deem appropriate.

Management Specifications: The management proposal must contain the following information;

- General and legal information about the individual or firm, including name, legal status, SSI or EIN Number, UBI Number, etc.
- Contact information including address, telephone, email, and fax, etc.
- Similar Past Experience: Demonstrated background of the firm and of key personnel with the following:
- A list of at least three client references, including names addresses and telephone numbers and briefly describe the type of service (scope) required and date last work completed. Consultant must grant the City permission to contact all references provided.

Cost Proposal:

- Identify all costs Consultant will charge for performing the tasks necessary to accomplish the objectives of this RFQ/RFP. The costs must breakout all expenses expected to be billed to the City.

Scope of Work:

Tasks

1. Review Position Profile
2. Create Advertising Campaign (based on profile)
3. Recruitment of Candidates (direct mail, cold calls, etc.)

4. Pre-screen Candidates (may include telephone interviews, public records search, etc.) including Resumes' and application package per position profile.
5. Recommend 10-12 viable Candidates based on the Position Profile and benefits package to the City of Richland Council Members.
6. Present finalists to Council based on Council selections.

Appendix "A"

Certifications and Assurances

I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. The prices and/or data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
2. The attached proposal is a firm offer for a period of 60 days following receipt, and it may be accepted by the City without further negotiation at any time within the 60-day period.
3. In preparing this proposal, I/we have not been assisted by any current or former employee of the City whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official public capacity. Neither does such a person nor any member of his or her immediate family have any financial interest in the outcome of this proposal. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
4. I understand that the City will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals will become the property of the City, and I/we claim no proprietary right to the ideas, writings, items, or samples.
5. I/we warrant that, in connection with this procurement:
 - a. The price and/or cost data have been arrived at independently, without consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any competition.
 - b. Unless otherwise required by law, the prices and/or cost data which have been submitted have not knowingly been disclosed by him/her prior to opening, in the case of a proposal directly or indirectly to any other competitor.
 - c. No attempt has been made or will be made by the Consultant to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

Signature

Date

Title

AGREEMENT BETWEEN CITY AND CONSULTANT

THIS AGREEMENT, entered into this _____ day of _____, 2007 by and between the City of Richland, 505 Swift Ave., Richland, Washington, (hereinafter called the "City"), and _____ (hereinafter called the "Consultant").

WITNESSETH:

1. GENERAL DESCRIPTION OF WORK:

The Consultant shall furnish all services, labor and related equipment necessary to conduct and complete the work as designated elsewhere in this Agreement.

2. SCOPE OF WORK

The Consultant shall provide _____ services for the _____. Services to be provided are detailed in the attached Proposal _____, Exhibit "A" and are made part of this Agreement.

3. GENERAL REQUIREMENTS

The Consultant shall attend coordination meetings, progress and presentation meetings with the City or such Federal, community, State, City, or County officials, groups or individuals as may be requested by the City. The City will provide the Consultant sufficient notice prior to meetings requiring Consultant participation.

The Consultant shall prepare a monthly progress report, in a form approved by the City, that will outline in written and graphical form the various phases and the order of performance of the work in sufficient details so that the progress of the work can easily be evaluated.

4. TIME FOR BEGINNING AND COMPLETION

The Consultant shall not begin any work under the terms of this Agreement until authorized in writing by the City. Consultant agrees to use best efforts to complete all work described under this Agreement by _____, 2006.

5. PAYMENT

The Consultant shall be paid a Lump Sum Amount of _____ Dollars (\$_____), by the City to complete the services rendered under this Agreement. Such payment shall be full compensation for all work performed or services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Section 2, Scope of Work.

The maximum total amount payable, by the City to the Consultant under this Agreement, shall not exceed the above lump sum amount .

Partial payments to cover the percentage of work completed may be requested by the Consultant. These payments shall not be more than one (1) per month. To provide a means of verifying the invoiced salary costs for the Consultant's employees, the City may conduct employee interviews. These interviews may consist of recording the names, titles, salary rate, and present duties of those employees performing work on the Project at the time of the interview.

The Consultant and his/her subconsultants shall keep available for inspection by representatives of the City, the State and the United States for a period of three years after final payment the cost records and accounts pertaining to this Agreement and all items relating to or bearing upon these records with the following exception: if any litigation, claim, or audit arising out of, in connection with, or relating to this contract is initiated before the expiration of the three-year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

6. EMPLOYMENT

Any and all employees of the Consultant or other persons while engaged in the performance of any work or services required of the Consultant under this Agreement, shall be considered employees of the Consultant only and not of the City, and any and all claims that may or might arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the Consultant's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the Consultant.

7. OTHER PARTIES

It is mutually agreed that this Agreement is not transferable by either signatory to a third party without the consent of the other principal party.

8. OWNERSHIP OF DOCUMENTS

All designs, drawings, specifications, documents, and other work products prepared pursuant to this Agreement, will become the property of the City upon payment to the Consultant of his fees as set forth in this Agreement. The City acknowledges the Consultant's plans and specifications, including all documents on electronic media, as instruments of professional services. The plans and specifications prepared under this Agreement shall become the property of the City upon completion of the services and payment in full of all payment due to the Consultant. The City may make or permit to be made any modifications to the plans and specifications without the prior written authorization of the Consultant. The City agrees to waive any claim against the Consultant arising from any unauthorized reuse of the plans and specifications and to indemnify and hold the Consultant harmless from any claim, liability or cost arising or allegedly arising out of any reuse

of the plans and specifications by the City or its agent not authorized by the Consultant.

9. TERMINATION

This Agreement may be terminated by either party upon thirty (30) days written notice, by registered mail, or mailed to the other party at his usual place of business. In the event this contract is terminated by the Consultant, the City will be entitled to reimbursement of costs occasioned by such termination by the Consultant. In the event the City terminates this Agreement, the City shall pay the Consultant for the work performed, an amount equal to the percentage of completion of the work as mutually agreed between the City and the Consultant.

If any work covered by this Agreement shall be suspended or abandoned by the City before the Consultant has completed the assigned work, the Consultant shall be paid for services performed down to the time of such termination or suspension an amount equal to the costs incurred at the date of termination as mutually agreed upon between the City and the Consultant.

10. DISPUTE RESOLUTION

The City and the Consultant agree to negotiate in good faith for a period of thirty (30) days from the date of notice of all disputes between them prior to exercising their rights under this Agreement, or under law.

All disputes between the City and the Consultant not resolved by negotiation between the parties may be arbitrated only by mutual agreement of the City and the Consultant. If not mutually agreed to resolve the claim by arbitration, the claim will be resolved by legal action. Arbitration of all claims will be in accordance with the Arbitration Rules of the American Arbitration Association.

11. VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the parties hereto agree that any such action shall be initiated in the Superior Court of the State of Washington, situated in Benton County. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right of appeal from such decision of the Superior Court in accordance with the laws of the State of Washington. The Consultant hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in Benton County.

12. ATTORNEY'S FEES

Attorney's fees which are reasonable and costs, including those on appeal, if appeal is taken, shall be allowed to the prevailing party by any court hearing a dispute under this Agreement.

13. INSURANCE

The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.

Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

Professional Liability insurance appropriate to the Consultant's profession.

B. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

Professional Liability Insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

The Consultant's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by

the City shall be excess of the Consultant's insurance and shall not contribute with it.

The Consultant's insurance shall be endorsed to state that the coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

D. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. best rating of not less than A:VII.

E. Verification of Coverage

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work

14. INDEMNIFICATION / HOLD HARMLESS

Consultant shall defend, indemnify, and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

15. STANDARD OF CARE

The professional services will be furnished in accordance with the care and skill ordinarily used by members of the same profession practicing under similar conditions at the same time and in the same locality. The Consultant makes no warranties express or implied, under this Agreement or otherwise, in connection with the Consultant's services.

16. SUCCESSORS OR ASSIGNS

All of the terms, conditions and provisions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns; provided, however, that no assignment of the Agreement shall be made without written consent of the parties to the Agreement.

17. EQUAL OPPORTUNITY AGREEMENT

The Consultant agrees that he will not discriminate against any employee or job applicants for work on this Agreement for reasons of race, sex, nationality or religious creed.

18. PARTIAL INVALIDITY

Any provision of this Agreement which is found to be invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability, and the invalidity or

unenforceability of such provision shall not affect the validity or enforceability of the remaining provisions hereof.

19. CHANGES OF WORK

The Consultant shall make such changes and revisions in the completed work of this Agreement as necessary to correct or revise any errors, omissions, or other deficiencies in the design, drawings, specifications, reports, and other similar documents which the Consultant is responsible for preparing or furnishing under this Agreement, when required to do so by the City, without additional compensation thereof.

Should the City find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the Consultant shall make such revisions as directed by the City. This work shall be considered as Extra Work and will be paid for as herein provided under Section 20, Extra Work.

20. EXTRA WORK

The City may desire to have the Consultant perform work or render additional services within the general scope of this Agreement. Such work shall be considered as Extra Work and will be specified in a written supplement to this Agreement which will set forth the nature of the scope, schedule for additional work, additional fees and the method of payment. Work under a supplemental Agreement shall not proceed until authorized in writing by the City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF RICHLAND, WASHINGTON

MICHAEL R. MITCHELL
Contracts Officer

APPROVED AS TO FORM:

GORDON BEECHER
Human Resources Director

THOMAS O. LAMPSON
City Attorney

OTHER:

The City of Richland is an equal employment opportunity employer and maintains policies for a drug-free, smoke-free work environment. The contents of this flyer do not constitute an expressed or implied contract.

The successful candidate will be required to pass a comprehensive background check including reference checks, credit history, and pre-employment medical examination. This position is considered "at will".



THE APPLICATION PROCESS:

This section will be allocated to the search firm who is awarded the City Manager recruitment contract. It will be used to outline their application process.

SUPPLEMENTAL QUESTIONS:

Please provide complete, concise answers to the following questions; limit your total response to no more than one page per question.

1. Please describe in detail your background, with measurable results, in strategic plan development and execution.
2. Describe your experience planning, initiating and managing significant change management programs
3. Discuss your approach to holding the impacted staff accountable for program implementations.
4. What have been your most significant achievements in fostering effective economic or business development programs in your previous communities or organizations?

A Remarkable Career Opportunity with the
City of Richland, Washington

***CITY MANAGER
PROFILE***



For more information, please visit our web site at:
<http://>

THE POSITION:

This is the highest ranking, non-elective position in the City, reporting directly to the Mayor and City Council. The City Manager, by the City Charter, is responsible for all operations of the City including Energy Services, Public Works, Parks & Recreation, Police Services and Fire & Emergency Services. In addition, the City Manager is responsible for the City's support services including Community & Economic Development, Administrative Services, Human Resources, the City Attorney's Office and Public Information. The City of Richland's City Manager also oversees the liaison position with the Hanford Nuclear Site Communities.

THE MINIMUM REQUIREMENTS:

A Bachelor's degree in public administration, business administration or related field and seven (7) years of progressive experience as a senior manager or executive; including management oversight of a multifunctional organization with a union represented workforce, and experience interfacing with local, state or federal government organizations.

Candidates must be able to demonstrate success through accountability and producing results in:

- ❖ Planning and execution of strategies
- ❖ Leading change management programs
- ❖ Possessing a strong business acumen and understanding of economic development in an expanding, progressive community

THE IDEAL CANDIDATE WILL HAVE:

A Master's degree in public administration or business administration with experience managing most, if not all, of the following, or their equivalent commercial functions:

- ❖ Energy Services including Utility and Power Operations
- ❖ Public Works Operations including Water, Solid Waste Collection and Disposal, Wastewater and Streets
- ❖ Police Services, including 911 Dispatchers/Emergency Communications
- ❖ Fire and Emergency Services
- ❖ Parks & Recreation Programs and Facilities
- ❖ Administrative Services including Human Resources, Finance, Purchasing/Contracts, Information Systems and Fleet Management
- ❖ City Attorney's Office
- ❖ Public Affairs
- ❖ Community and Development Services

THE COMPENSATION:

The salary range is \$103,521 to \$155,272 annually (DOQ). The Council rewards the City Manager based on demonstrated achievement of established yearly goals and objectives. The City also offers a variety of outstanding City-paid and optional benefits including:

- ✓ Excellent medical, dental, and vision plans - majority of premium City-paid
- ✓ City-paid Long-term Disability Insurance
- ✓ City-paid Life and AD&D Insurance; equals two times the employee's annual salary
- ✓ City-paid and City-match deferred compensation plans (ICMA RC 457 and 401(a) options)
- ✓ Optional Participation in the Washington State Retirement Plan (PERS)
- ✓ Post Retirement Medical Plan (must meet eligibility requirements)
- ✓ Section 125 Flexible Benefits Plan
- ✓ Generous Paid Time Off (PTO) Program
- ✓ Annual Performance Bonus
- ✓ Vehicle Allowance



THE CITY'S VALUES:

The City has migrated towards a values-based as opposed to rules bound organization. Employee selected core values are:

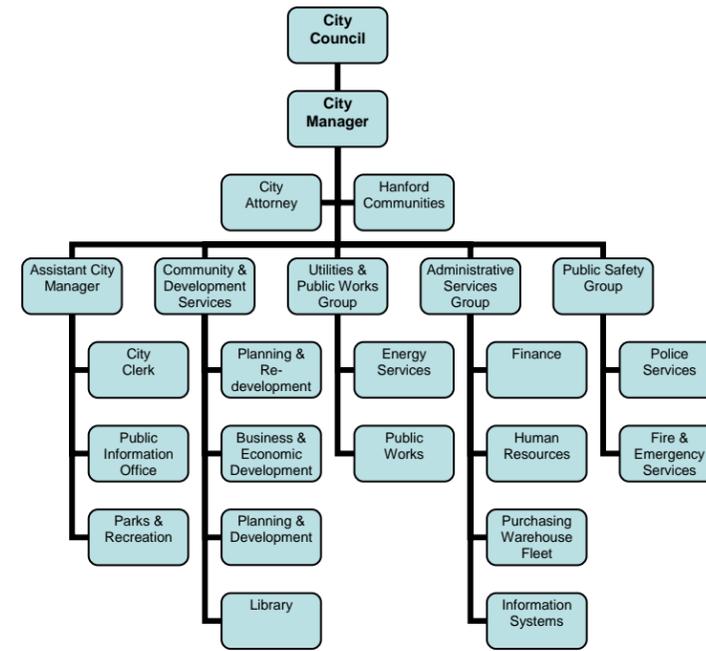
TEAMWORK – We will work together, demonstrating collaboration through mutual reliability, openness, and flexibility to accomplish our goals.

INTEGRITY – We will demonstrate an uncompromising allegiance to the core values of honesty, respect for others, loyalty, consistency, accountability, and sincerity.

EXCELLENCE – We will deliver a superior level of commitment, responsiveness, performance, and provision of services to all, with the attitude that everything is worth our best effort.

THE CITY ORGANIZATION:

Richland is a full service, class 1 municipality serving a resident population of approximately 44,230. Additionally, several thousand additional Tri-Citians work in Richland every day. The municipal government employs nearly 500 people to deliver \$134 million in annual services excluding onetime debt and capital expenses, with a total budget of approximately \$207 million. The City's Capital Facilities Plan continues to be aggressive and includes over \$18 million in general purpose, transportation, economic development and utility related projects for CY 2007.



The City is structured as a council-manager form of government. Like its neighboring cities, Richland delivers a variety of public safety, street maintenance, basic utility, and recreational services. The City is also an electric distribution utility, operates its own public library, and administers a regional emergency management and 911 dispatch center.

The City receives wide recognition for the beauty of its integrated parks, river shore, commerce centers and living spaces.

THE CITY COUNCIL:

The City Council is made up of seven "at-large" city council members who represent the entire community, not individual districts. From among themselves, council members elect a mayor.

The Council sets policies, adopts ordinances and the annual budget, approves contracts, appoints individuals to boards and commissions, and hires the city manager.

THE COMMUNITY:

Richland is located along the Columbia and Yakima Rivers in southeastern Washington in the heart of the Pacific Northwest. Along with its sister cities of Pasco, West Richland and Kennewick, the metropolitan area (population approximately 204,000) is known as the Tri-Cities. Richland, located in Benton County, claims approximately 44,230 residents.

Originally incorporated as a small farming community, Richland now focuses on energy production, advanced research, environmental remediation, and technology. Recent developments have been seen in the fields of Agricultural research and production; as well as the introduction of WSU-Tri-Cities as a four year college enhancing our higher educational status. The U.S. Department of Energy's Hanford site has dominated the region for 50 years in terms of size, employment, and expenditures. Hanford's mission has evolved from defense production to waste management and environmental restoration. Federal expenditures and employment at Hanford will begin to decline in 2007 as the cleanup mission is completed. As a result, one of the City's primary goals is to further diversify its economy and expand its commercial and business sectors.

The City and its citizens are proud of the community's high quality of life, which includes higher education opportunities, outstanding health care providers and facilities, cultural and recreational amenities, and municipal services that consistently score very high in community surveys. Richland residents also enjoy a favorable cost of living and one of the lowest crime rates in the state.

