

## CONSULTANT AGREEMENT

DATE: 11/29/2022

PARTIES: KFPD: Kensington Fire Protection District  
217 Arlington Ave.  
Kensington CA 94707

CONSULTANT: BHI Consulting  
2459 Neptune Ct, Suite 110  
Tracy CA 95304

The Parties agree as follows:

1. Priority of Documents:

Each of the items listed below is hereby incorporated into this Agreement by this reference. In the event of an inconsistency in this Agreement, the inconsistency shall be resolved by giving precedence in the following order:

A. Applicable Federal and State of California statutes and regulations, this Agreement and its exhibits.

2. Scope of Professional Services:

CONSULTANT agrees to provide personnel recruitment services per Phase 1 of the attached Exhibit A: BHI Management Consulting Proposal dated November 29, 2022.

3. Term of Agreement:

This Agreement shall commence on November 29, 2022 and continue until June 30, 2023, unless this Agreement is terminated earlier as provided herein under paragraph 15.

4. Compensation:

The compensation shall be a fixed fee of \$9,750.00 plus expenses for services performed pursuant to this Agreement. Payments shall be made within 15 days of receipt of invoice from CONSULTANT.

5. Expense Reimbursement:

KFPD shall reimbursement CONSULTANT for actual expenses incurred in the course of the Work, such as advertising, reasonable and necessary travel, sourcing, support services, background checks and other related items, as well as costs specifically incurred for the performance of services, such as telecommunications, cellular phone, insurance, postage, and photocopying

6. Standard of Performance:

CONSULTANT shall perform all Work in a first-class manner in conformance with the standards of quality normally observed by a person practicing in CONSULTANT's profession.

7. Inspection:

All Work performed and materials (if any) provided by CONSULTANT shall be subject to inspection and approval by KFPD.

8. Invoicing:

CONSULTANT shall submit each invoice by email to [ap@kensingtonfire.org](mailto:ap@kensingtonfire.org). All invoices must reference this contract by the name of the parties and date executed, service performed.

9. Consultant's Status:

In the performance of work, duties and obligations imposed by this Agreement, the CONSULTANT is at all times acting as an Independent Contractor practicing his or her profession and not as an employee of the KFPD. CONSULTANT shall perform the CONSULTANT's work in accordance with currently approved methods and standards of practice in the CONSULTANT's professional specialty. A copy of CONSULTANT's current business license shall be provided to KFPD. The CONSULTANT shall not have any claim under this Agreement or otherwise against KFPD for vacation, sick leave, retirement benefits, social security or worker's compensation benefits. The CONSULTANT shall be responsible for federal and state payroll taxes such as social security and unemployment. KFPD will issue a form 1099 at year-end for fees earned.

10. Assignments:

Inasmuch as this Agreement is intended to secure the specialized services of the CONSULTANT, CONSULTANT may not assign, transfer, delegate or subcontract their obligation herein without the prior written consent of KFPD. Any such assignment, transfer, delegation or subcontract without the prior written consent shall be considered null and void.

11. Non-Exclusive Rights:

This Agreement does not grant to CONSULTANT any exclusive privileges or rights to provide services to KFPD. CONSULTANT may contract with other agencies, private companies or individuals for similar services.

12. Compliance:

CONSULTANT shall comply with all Federal, State and local laws, regulations and

requirements necessary for the provision of contracted services. Furthermore, CONSULTANT shall comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health and sanitation.

CONSULTANT represents and warrants that CONSULTANT possesses all licenses, permits, and qualifications legally required for the performance of the Work. CONSULTANT shall, at CONSULTANT's sole cost and expense, maintain all such licenses, permits and qualifications in full force and effect throughout the term of this Agreement.

13. Indemnification, Hold Harmless and Defense:

CONSULTANT shall indemnify, defend with counsel acceptable to KFPD, and hold harmless KFPD and its officers, elected officials, employees, agents and volunteers from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with CONSULTANT's performance of the services called for or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the sole negligence or willful misconduct of KFPD.

Notwithstanding the forgoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code Section 2782, as may be amended from time to time, such duties of Consultant to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

CONSULTANT's obligation to defend and indemnify shall not be excused because of CONSULTANT's inability to evaluate Liability or because CONSULTANT evaluates Liability and determines that CONSULTANT is not liable to the claimant. CONSULTANT must respond within 30 days to the tender of any claim for defense and indemnity by the KFPD. If CONSULTANT fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due to CONSULTANT under and by virtue of this Agreement as shall reasonably be considered necessary by KFPD, may be retained by KFPD until disposition has been made of the claim or suit for damages, or until CONSULTANT accepts or rejects the tender of defense, whichever occurs first.

14. Discrimination:

CONSULTANT shall not discriminate in the provision of service or in the employment of persons engaged in the performance of this Agreement on account of race, color, national origin, ancestry, religion, gender, marital status, sexual orientation, age, physical or mental disability in violation of any applicable local, state or federal laws or regulations

Notices:

Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be effected by personal delivery or by first class mail, registered or

certified, postage prepaid, return receipt requested. Unless otherwise designated by either party in writing, such notices shall be mailed as shown on the first page of this Agreement.

15. Termination:

KFPD may cancel this Agreement at any time and without cause upon written notification to CONSULTANT. In the event of termination, CONSULTANT shall be entitled to compensation for undisputed services performed to the effective date of termination.

16. Conflict of Interest Statement:

CONSULTANT covenants that CONSULTANT, its officers or employees or their immediate family, presently has no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONSULTANT further covenants that in the performance of this Agreement no person having any such interest shall be employed or retained by CONSULTANT under this Agreement. CONSULTANT shall not hire KFPD's employees to perform any portion of the work or services provided for herein including secretarial, clerical and similar incidental services except upon the written approval of KFPD. Performance of services under this Agreement by associates or employees of CONSULTANT shall not relieve CONSULTANT from any responsibility under this Agreement.

17. Drug Free Workplace:

CONSULTANT shall comply with the provisions of Government Code Section 8350 et seq., otherwise known as the Drug-Free Workplace Act.

18. Force Majeure

It is agreed that neither party shall be responsible for delays in delivery or acceptance of delivery or failure to perform when such delay or failure is attributable to Acts of God, war, strikes, riots, lockouts, accidents, rules or regulations of any governmental agencies or other matters or conditions beyond the control of either the seller/contractor or the purchaser.

19. Form Law:

The Laws of the State of California shall govern this Agreement. Venue is Contra Costa County. The provision of this paragraph shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

20. Documents:

All drawings, specifications, documents and other memoranda or writings relating to the work and services hereunder, shall remain or become the property of the KFPD whether executed by or for the CONSULTANT for KFPD, or otherwise by or for the

CONSULTANT, or by or for a subcontractor operating under the CONSULTANT'S supervision, or direction, and all such documents and copies thereof shall be returned or transmitted to KFPD forthwith upon termination or completion of the work under this Agreement.

21. Attorneys' Fees:

If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees **in** addition to any other relief to which such party may be entitled.

22. Waiver:

No waiver of any breach of any covenant or provision of this Agreement shall be deemed a waiver of any other covenant or provision hereof, and no waiver shall be valid unless in writing and executed by the waiving party. An extension of time for performance of any obligation or act shall not be deemed an extension of the time for performance of any other obligation or act, and no extension shall be valid unless in writing and executed by the waiving party.

23. No Third Party Beneficiaries:

Nothing contained in this Agreement is intended to or shall be deemed to confer upon any person, other than the parties, any rights or remedies hereunder.

24. Headings:

The headings of the sections and exhibits of this Agreement are inserted for convenience only. They do not constitute part of this Agreement and are not to be used in its construction.

25. Non-Liability of Officials, Employees and Agents:

No officer, official, employee or agent of KFPD shall be personally liable to CONSULTANT in the event of any default or breach by KFPD or for any amount which may become due to CONSULTANT pursuant to this Agreement.

26. Entire Agreement and Modification:

This Agreement supersedes all previous Agreements either oral or in writing and constitutes the entire understanding of the parties hereto. No changes, amendments or alterations shall be effective unless **in** writing and signed by both parties.

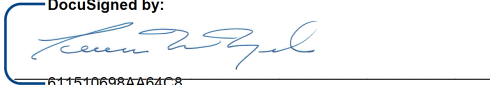
IN WITNESS WHEREOF, KFPD and CONSULTANT have executed this Agreement on

the day and year first written above.

BHI Management Consulting  
2459 Neptune Ct, Suite 110  
Tracy CA 95304

Kensington Fire Protection District  
217 Arlington Avenue  
Kensington CA 94707

By:   
6D36D0E2A5A1496...  
BHI Management Consulting

By:   
611510698AA64C8...  
Larry Nagel  
President, KFPD Board of Directors

Approved as to Form:

By:   
4D33BDE7E6D8453...  
General Counsel

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Mr. Larry Nagel, Board President  
Kensington Fire Protection District

November 29, 2022

**Proposal for two-step process for 1.) Placement of a Consulting Manager/Interim General Manager, 2.) Permanent General Manager****Scope of Work – PHASE 1:**

I am glad to offer services to recruit and place a Consulting/Interim GM (Phase 1) to serve for up to but not limited to a period of about 6 months. This could be preceded by the placement of a consulting manager while specifics are being worked out for the actual interim position. More time may be negotiated if required. BHI will use the currently available job description as a general basis for the search. It is highly desirable to secure an interim who is well professionally qualified and objective to District past and current situations or personnel.

It is seen that sometime between notification to proceed to BHI, 2-4 weeks may be required to identify and vet, then work the logistics and contract of a Consulting or Interim General Manager, with the goal of securing a start date of January 2<sup>nd</sup>, 2023. Should that not be possible, BHI will work with the Board to take necessary actions for coverage. Contracting with a managing consultant can generally happen rather quickly, whereas a formal Interim includes procedural steps that may not be able to achieve before the end of the calendar year. In some scenarios, the Consulting or Interim may work for the District through a contract with BHI.

The general approach is utilizing the BHI network of California professionals to identify highly qualified persons that may be interested in such a part-time position at a practical hourly rate. The process would include vetting one or more candidates through an ad hoc committee. If possible, the qualified individual would be presented to the District for consideration, then BHI would assist with verbally agreed details, such as contract, lodging, hourly rate, in-person office hours, days of week, start date, etc. Those details would be included into a contract, worked in conjunction with the District's counsel to complete contractual details, then presented to the Board at an appropriate Board meeting.

The Interim GM would be responsible for:

1. Daily District operations
2. Managing any tasks currently work with the District through contract
3. Generation of the 2022/2023 annual budget for the District
4. Be prepared to leave the District with an assessment of the state of the District including, but not limited to, staffing versus contract work necessary regarding sustainable daily operations, status of the annual budget, adequacy of District policies and assessing policy/practice audit and more. This report would be required at contract end.

**Deliverable for Task A** – recruit, vet and place a fully qualified interim General Manager to the KFPD for the 6mo. timeframe.

**Estimated Hours/Cost** – Fixed fee of \$9,750.00, plus expenses.

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Upon placement of the interim(s), BHI may begin the process of recruiting a permanent half-time GM (Phase 2) for the District.

**Scope of Work – PHASE 2 NOTE: PHASE 2 - NOT INCLUDED**

**Approach: (detailed further below)** Five tasks lead the Board through the process. The first will begin at the completion of Phase 1 activities, in January 2023, they will progress through 6-8 months thereafter.

**Task 1** - Board preparation meeting/workshop through candidate **description** of the next GM. This may include one-on-one interviews with the Board members if desired.

**Task 2 – A.** Development of materials necessary to reach a broad and qualified candidate pool, generating interest in the position. **B.** Establish a full suite of qualified candidates based on the GM Candidate Description utilizing numerous different methods to assure the highest-level qualified candidate pool possible. Much of this is completed through the use of contacts and phone calls, along with the standard media outreach and appropriate periodical ads.

**Task 3** - Preparing the Board and conduct of a suite of selection activities and assure Board readiness for the decision-making process. Facilitate the selection process.

**Task 4** – Conduct the initial starting negotiations with finalist.

**Task 5** - (4-6 weeks after start date) Facilitate GM/Board “Successful start-up session” to clarify performance expectations for the first year. This is truly a unique feature of BHI. Please note that there are three (3) optional tasks included herein and outlined below for the Board to consider. Each option is described in the text and costed in the cost table in section 6.

**Task 1** - This is a best practice step in finding the best-fit manager for KFPD. This dedicated time upfront gathering input from various sources is crucial to assure that candidates match your true needs and traits/experience that fit at KFPD. The Task includes a 3-4 hour workshop to develop a District GM Candidate Description and discuss important aspects of an upcoming permanent GM recruitment process. Some key questions that must be answered in this work are:

- *What are the aspects of former managers that you all liked, and perhaps did not like?*
- *What level of experience in what fields will be clearly necessary in our next GM?*
- *What are the likely challenges that your next GM will face?*
- *What educational levels of accomplishment are pre-requisite to considering our next GM?*
- *What will be important desired character related traits that our new GM should possess?*
- *What are the obvious needs of the community ratepayers that will be important to our next GM?*
- *What type of manager of employees would we like the new manager to be?*
- *What is clearly necessary regarding communications from and to our next GM?*

The discussion of these and other topics set the baseline for the resultant Candidate Description. The candidate description is used to set the direction for the marketing of the position, the candidate pool sorting and the selection activities with the final candidates. These findings will be carefully mapped with the skills, knowledge, abilities and experience necessary to FIT well with the District. It is important that all Board member points-of-view are considered when conducting such a workshop. Should there be any issues within the Board leading up to this search, those varied points of view



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will need to be addressed. Public disagreements by the Board are easy to discover by top candidates, thus it is critical that any of these be addressed early in the search effort.

The workshop to develop the Description is best when preceded by other means of input, often from a variety of sources. The following are optional, pre-Board workshop, activities that assist with the use of workshop time and allow for added perspective for the Board during the Description development. Consultant WILL personally interviews each Board member, one-on-one (ZOOM?).

### **Task 2 –**

#### **• Search activities and Candidate Pool Development and Candidate Pool Narrowing**

BHI has been recruiting executives for Special Districts in California over 14 years. There are three proven methods to reach and aggressively develop a candidate pool:

- 1.) Strong media advertising,
- 2.) Proactively contacting targeted currently employed, qualified candidates, and
- 3.) Directly contacting of a well-developed network of qualified individuals.

BHI enjoys a strong network of competent executives working in public agencies and are often sought out by those seeking new challenges and locations. We typically establish a candidate pool with well over 50 candidates with over 20% of the candidates being well qualified, presenting a broad set of candidate options from which the Board/committee can select. It should be noted that the candidate pool for such executive level part-time employees is very limited since many have retired since the Covid-19 pandemic. The media ads and candidate brochure will be strategically crafted and placed within the market and to individuals in order to create interest and visibility of those most qualified. BHI will work with KFPD staff for bring out the best in brochure design and assure accurate descriptions of the full package being offered.

BHI will also establish a target list of those individuals within his well-established network in executive level public agencies across the state and nation. As mentioned above, we are confident that 3-4 individuals that we have recently worked with or have expressed interest to us would be interested in this position. Help from the KFPD Board, staff, partner agencies and others will help formulate this list.

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- **Develop Compelling Advertisements and Candidate Brochure:** Ads and all other position marketing materials must be made to compel the highest levels of professional to consider the position. BHI will work with KFPD staff to develop ads and the brochure. If the District Board desires an ad-hoc committee, this will be part of their scope of work as well. We will use District sanctioned logos and consider utilizing the services of printers and other services providers typically used by the District. The District will provide additional guidance for any industry specific ad placements over and above those selected by the Consultant.
- **Strategically place ads:** The Consultant will strategically place advertisements in various electronic media outlets along with appropriate job posting boards. This will key on those publications that industry professionals typically review. Typical on-line publications for such a position are CSDA, PSJobs, Western Cities, local newspapers, KFPD website, LinkedIn jobs and more as directed by District leadership, etc.
- **Proactively seek qualified individuals:** The Consultant will contact and develop interest in the position at logical and available professional associations and may potentially attend events where such professionals attend.

### **Task 2 - Target Qualified Individuals**

BHI will target individuals who meet the criteria, using California Special District and KFPD network. It is anticipated that BHI will market the position at the CSDA General Manager Summit in June. Attendance at these gatherings will present a nominal cost to the District in sharing registration cost for two consultants (Lynda Ives, candidate marketing specialist) and specialized marketing materials for each conference purpose.

Near the end of the position marketing stage, the Consultant will begin sorting the full pool according to the Candidate description developed in Task 1. This down-select process puts the candidates in a rank order of the consultant's view of the pool only and may involve an ad-hoc committee of the Board if one such committee exists. The entire pool is presented to the Board/committee before and further narrowing occurs. In many cases, the consultant will begin calling the references of those most highly qualified. It is important that if 5-10 "highly" qualified candidates express interest in the position, that the consultant demonstrates specific interest in those to keep interest fresh.

The **deliverable** for Task 2 is to develop and present the best most highly qualified candidate pool possible. The candidate description guides this effort and the consultant's network aids in this work.

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Also important to this stage is the actual compensation package or package range being offered. KFPD must also be an attractive place to work. All of these are aspects are important considerations that top candidates review and consider.

### **Task 3 – Selection Activities**

It is first critical that the Board is properly and fully prepared for the selection from the pool of qualified candidates. The Consultant will meet with the Board to present all candidates, as directed by the ad-hoc committee. He will lead Board through a finer down-selection process, to a set of four to six finalist candidates, thereby identifying those most qualified for the upcoming, formal finalist's selection activities.

At that time the Consultant and Board will discuss the options for specific selections activities potentially including interviewing, optional on-line leadership/personality/communication assessments (optional), employee panels, community panels, pre-selection activity candidate assignments, potentially, an objective panel of individuals at similar levels, and/or managers, etc. In some cases these activities may present additional cost to the effort. These considerations of options will also be first introduced at the candidate description meeting at the beginning of the process (Task 1) and decided upon at this stage.

The Consultant will prepare the Board and/or panels for all approved selection activities and also prepare for interviewing by providing a briefing on behavioral interviewing to the Board directly prior to final interviews. This unique service allows the Board to be more thoroughly prepared to assess each candidate in areas which have shown to be most important and that align with the description. This will best prepare the Board panel for each step of the selection activity.

BHI will work with and through designated staff assure that all selection activities are well organized, deliberate, have purpose, and add value to the decision makers. The Consultant Brent Ives will guide through each step of this process. Any Board selected ancillary activities, like other panels, will be completed by this time and results prepared for the Board. (Note: inclusion, coordination and management of ancillary group interviewing processes may result in additional cost.)

The **deliverable** of Task 3 is to select a finalist from the entire candidate pool. This will occur through a set of activities of the Board's choosing.

### **Task 4 – Initial Negotiations**

Consultant will assist as needed with the initial offer and negotiations between the chosen finalist and the District. The Consultant may represent the Board with an initial position in negotiations and may lead the Board through decisions on key elements of the contract. It is customary that District General Counsel also assists with this process, and takes the initial discussions through to a contract for consideration. It is recommended however that BHI be included in this process through to completion. A thorough background check on the selected finalist will be performed at this time, along with any specific requirements that the District may typically require (physical fitness, etc.) This may be completed by the District should that be the choice or can be completed by BHI as an option. The background should, at minimum, include checks on educational background, local, State and federal criminal checks, checks on social media, credit, driving and credentials and more.

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The **deliverable** for Task 4 is a fully executed contract with the selected candidate.

**Task 5 – Successful “Start-up” Session**

A very unique service incorporated in the BHI process happens four to six weeks after the start day of the new GM. The Consultant will schedule the 2-hour performance workshop with the Board and the GM. This is the final yet critical stage of getting off to a good start. The deliverables for the assembled group are performance goals and expectations for the first year. These goals and expectations can then be integrated into the first year performance evaluation, or if the Board desires an initial 6-month performance review. This best practice allows for a beginning of the relationship with documented clarity and feeds into a well informed and professional performance review process. This process is also a unique and critical part of securing BHI as your search firm. The **deliverable** for Task 5 is a clearly understood start-up set of performance expectations for the GM and assurance of the Board of clear direction.

**1. Firm**

BHI Management Consulting, a wholly owned sole proprietorship  
2459 Neptune Ct.  
Tracy, CA 95304  
Website: [www.bhiconsulting.com](http://www.bhiconsulting.com)  
Email: [brent@bhiconsulting.com](mailto:brent@bhiconsulting.com)  
Project lead, contact and sole consultant: Brent Ives  
Cell Phone #: 209-740-6779

BHI affirms understanding and the ability to comply with the requirements of KFPD standard professional services agreement. BHI is a sole-proprietor owned business, fully insured and benefited. Those individuals that BHI provides to assignments are single purpose contractors with BHI, under BHI coverage.

**2. Background on BHI Management Consulting and Brent Ives**

BHI Management Consulting is owned and operated by Brent Ives and is based in Tracy, California. Since 1994 the firm has specialized in serving public agencies to find and keep great leaders and employees as well as a variety of other organizational projects. It is important to understand that BHI offers this service as a focused, customized service to California Special Districts, not doing dozens each year but 5-6 annually. This presents a more focused, present and attentive recruitment process to KFPD. Your consultant throughout the entire process is the firm's Principal, Brent Ives. BHI will support much of the effort with administrative support at their offices and use additional support at conferences while marketing the position.

Brent has served as a City Council member for the City of Tracy, California since 1992 and as directly elected Mayor of the City of Tracy, termed-out in 2014. This experience and knowledge allows Brent to bring valuable perspective to the executive search process.

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At BHI we believe that, while we must be able to, and are consistently successful at, establishing a strong and qualified candidate pool, a co-equal challenge is assuring overall job-fit. Therefore, the process outlined herein, BHI is fully prepared, experienced and will focus only on your description development. BHI can meet all insurance requirements for this engagement.

BHI also includes a number of 'back-office' associates who support search efforts with the care and providing clear information to all candidates. This respect of the candidate pool is what we believe to be representative of the District and important to begin establishing a proper relationship. Our firm is known for taking the extra time in communicating with both the client District and the candidate pool.

It is very important to note that BHI is very and careful with both candidate and District confidentiality, search inclusivity, avoiding any bias and sensitivity to internal candidates while conducting all elements of the search.

### **References: BHI Executive Recruitment**

- Mt. View Sanitary District (2019)– nationwide search for **District Manager**  
DM –Lilia Corona, lcorona@mvsd.org, (925) 586-5605....(925) 228-5635  
Board President – Stan Caldwell – emails – (stan\_caldwell@comcast.net),  
Director.caldwell@mvsd.org – (925) 228-8922

- East Contra Costa County Fire Protection District, nationwide search for **Business Services Manager**  
Chief Brian Helmick, Fire Chief - (925) 584-8468  
BHelmick@eccfpd.org  
Recruitment for Business Services Manager – manager successfully placed

- Ironhouse Sanitary District, nationwide search for **General Manager**  
Chris Laurizen, Board President  
Chad Davisson, General Manager  
davisson@isd.us.com, Office: (925) 809-3001, Cell: (925) 727-2938 Placed  
Chad Davisson as GM.

- Calaveras County Water District, nationwide search for **General Manager.**  
Mr. Scott Ratterman, Board Member,  
ratt@goldrush.com, (209) 754-3426  
Placed David Eggerton as GM, (209) 754-3543

### **Cost/Schedule**

**Cost** - The following table outlines the cost per task and per BHI individual assigned for each Phase. As such, anticipated hours/costs include preparation for and conducting the workshop and providing

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the Interim GM and GM Recruitment, including task descriptions within each scope. Basic charges for Phase 1 are fixed at **\$9,750.00**. Effort charges for Phase 2 are quoted at **\$29,150.00**. Expenses are also included in the table and anticipated to include typical travel related expenses. Should it become advantageous for the consultant to attend a candidate-rich conference to assist with the search, consultant will negotiate expenses to attend which are not currently estimated within this table. It should be clear that one or both of the work phases above may be commissioned.

<b>GM Recruitment Estimated Effort Costs</b>	Principal (lives@\$375/hr)	(BHI Admin@\$80/hr)	Cand. Specialist (@\$80/hr.)	LaborHour s/task Total		Comments
<b>INTERIM GM - PHASE 1</b>	Hours	Hours	Hours	Hours	Dollars	Notes
1. Effort necessary to complete the placement	26	-	-	26	\$9,750.00	
<b>TOTAL FOR INTERIM RECRUITING</b>					<b>\$9,750.00</b>	
<b>PERMANENT GM - PHASE 2</b>	Hours	Hours	Hours	Hours	Dollars	Notes
1. Input and GM Description	8	0	0	8	\$3,000.00	Meetings/calls, Etc.
2. Position marketing	36	24	12	72	\$16,380.00	Anticipated 60-90 days.
3. Selection Activities	24	0	0	24	\$9,000.00	Meetings as needed (Note: the actual cost of this stage can vary with the Board's decision to include other groups within the selection)
4. Initial Negotiations	6	0	0	6	\$2,250.00	
5. Start-up Session	8	0	0	8	\$3,000.00	Board workshop
<b>TOTAL PERMANENT GM RECRUITING SERVICES</b>	68	24	12	104	\$28,500.00	
<b>ESTIMATED EXPENSES</b>						
	Time or Expense	Cost per	Cost		Dollars	
Travel expenses	Estimated travel expenses for attending meetings of District	3 Visits	\$500.00	-	\$500.00	Trip costs are estimated and can vary. For budget purposes, \$100/tip is used as a basis.
Office Supplies, printing, postage and telephone costs	-	-	\$150.00	-	\$150.00	
<b>TOTAL EXPENSES</b>	0	0	\$650.00	0	\$650.00	
<b>TOTAL PHASE 2 - PERMANENT GM</b>					<b>\$29,150.00</b>	

**NOTE: PHASE 2 - NOT INCLUDED**

Should none of the final candidates be deemed sufficient to the Board for hire, BHI will work with the District to identify others with the candidate pool to consider for hire. Efforts may also be taken to re-market the position as well for cost. Should the selected candidate be dismissed for cause

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within one year of placement, BHI will conduct a search using all foundational elements of the original to establish a process for another selection. This will take place after a negotiated price plan as appropriate.

**Schedule and requirements** – BHI is prepared to begin the process with phase #1 within days of notice to proceed. BHI assumes that, upon approval, with Board President, ad-hoc committee and District Counsel will be available to the consultant for discussions during the process and for contractual assistance. It is also expected that BHI will be allowed to provide recommendations to the Board of Directors for structure governance improvements as the process evolves. The Board is provided a monthly written update during all phases of the search. Depending on the agreed position marketing time allowed and contract negotiations, the search process can take up to 6-8 months to fulfill the placement. Notice to proceed must minimally take place via email from the General Manager of the District.

**Summary** – We fully understand that this is a critically important task for the District Board of Directors. Solving the immediate issues for interim management is critical. The choices involved with the next GM are vitally important for the District and its future.

Job/position/location/community/Board ‘fit’ are unique and challenging but must be carefully assessed to the chances of a long- term, productive association. BHI offers to lead the District Board through the entire process with a deliberate and focused effort to get the very best candidates for the Board to consider, and then help to get off to a strong start with the selected individual. We welcome any questions or thoughts you may have on this proposal.

Sincerely,

Brent H. Ives                      11/28/2022  
Brent H. Ives, Principal  
BHI Management  
Consulting  
[brent@bhiconsulting.com](mailto:brent@bhiconsulting.com)

*(Brent H. Ives is authorized to sign and bind the firm through contractual agreements)*