RESOLUTION - ACTION REQUESTED 2014-473

MEETING: September 9, 2014

TO: The Board of Supervisors

FROM: Steve Dahlem, County Counsel/Interim HR Director-Risk Manager

RE: Approve a Contract for Executive Search Services

RECOMMENDATION AND JUSTIFICATION:
Approve a Contract for Services with Peckham & McKenney, Inc. to conduct an executive search for the positions of County Administrative Officer, Director of Public Works, County Health Officer and Human Resources Director/Risk Manager in an amount not to exceed $88,000 and authorize the Board of Supervisors Chair to sign the Contract; approve Budget Action reducing General Contingency in order to fund the Contract ($88,000).

Pursuant to Board direction formal proposals were solicited from Avery & Associates and Peckham & McKenney. Although there are several similarities between the two proposals and Avery & Associates proposal was for a lesser dollar amount ($76,000), Peckham & McKenney provided a more detailed proposal tailored to the needs of Mariposa County and they were found to be by far the best-suited firm to conduct the executive searches. Peckham & McKenney is familiar with recruiting for rural communities impacted by tourism. They are committed to becoming familiar with the organization and community of Mariposa County in order to understand the issues and challenges that face the County. Their goal is to successfully place candidates in each of these positions who want to live and work here. The principals of Peckham & McKenney will be personally engaged in every step of the process. It is their philosophy that they will devote the time needed to “get it right,” i.e., to ensure that candidates who are the right fit will become finalists in the recruitment process.

Attached is a chart showing the comparison between the two executive search firms.

Proposals for both Avery & Associates and Peckham & McKenney are attached. The sample recruitment brochures that both firms have referenced in their proposals are available at the Clerk of the Board’s office for review.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board recently agreed to use an executive search firm to recruit for the positions of County Administrative Officer, Director of Public Works, County Health Officer, and Human Resources Director/Risk Manager.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve this action and instead, approve a contract with Avery & Associates for
a total cost of $76,000.

ATTACHMENTS:
Executive Search Firm Comparison  (PDF)
Peckham & Mckenney Proposal  (PDF)
Avery & Associates Proposal  (PDF)
Budget Action-Executive Search  (PDF)
Contract for Services with Peckham & McKenney  (PDF)

CAO RECOMMENDATION
Requested Action Recommended

Rick Benson, County Administrator/Officer

RESULT:  ADOPTED [UNANIMOUS]
MOVER:  Merlin Jones, District II Supervisor
SECONDER: Lee Stetson, District I Supervisor
AYES:  Stetson, Jones, Bibby, Cann, Carrier
CONTRACT FOR SERVICES

This Contract made this 9th day of September 2014 between:

COUNTY: County of Mariposa
P.O. Box 1917
Mariposa, CA 95338

and

CONTRACTOR: Peckham & McKenney, Inc.
300 Harding Boulevard, Suite 106-E
Roseville, CA 95678

ARTICLE 1. TERM OF CONTRACT

1.01 **Contract Term:** This Contract shall become effective September 9, 2014, and shall terminate on January 31, 2015, unless terminated in accordance with the provisions of Article 7 of this Contract.

ARTICLE 2. INDEPENDENT CONTRACTOR STATUS

2.01 **Independent Contractor:** It is the expressed intention of the parties that Contractor is an independent Contractor and not an employee, agent, joint venturer or partner of County. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between County and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Contract.

2.02 **Contractor Qualifications:** Contractor warrants that Contractor has the necessary experience and technical skills to provide services under this Contract.

2.03 **Contract Management:** Contractor shall report to the Interim Human Resources Director/Risk Manager who will review the activities and performance of the Contractor and administer this Contract.

ARTICLE 3. SERVICES TO BE PERFORMED BY CONTRACTOR

3.01 **Scope of Services:** Contractor agrees to furnish the following services:
Contractor shall provide the services described in Exhibit "A" attached hereto.

No additional services shall be performed by Contractor unless approved in advance in writing by the County stating the dollar value of the services, the method of payment, and any adjustment in contract time. All such services are to be coordinated with County and the results of the work shall be monitored by the Interim Human Resources Director/Risk Manager or his/her designee. However, the means by which the work is accomplished shall be the sole responsibility of the Contractor.

3.02 Method of Performing Services: Contractor will determine the method, details, and means of performing the above-described services including measures to protect the safety of the traveling public and Contractor's employees. County shall not have the right to, and shall not, control the manner or determine the method of accomplishing Contractor's services.

3.03 Employment of Assistants: Contractor may, at the Contractor's own expense, employ such assistants as Contractor deems necessary to perform the services required of Contractor by this Contract. County may not control, direct, or supervise Contractor's assistants or employees in the performance of those services.

Contractor assumes full and sole responsibility for the payment of all compensation and expenses of these assistants and for all state and federal income tax, unemployment insurance, Social Security, disability insurance and other applicable withholdings.

ARTICLE 4. COMPENSATION

4.01 Compensation: In consideration for the services to be performed by Contractor, County agrees to pay Contractor in proportion to the services satisfactorily performed in the not to exceed amount of $88,000. The total sum to be paid to Contractor includes all labor, materials, travel and other expenses to be incurred by Contractor in the performance of the services described herein. Payment shall be made upon submission of a formal claim approved by the appropriate official of the County as follows:

[ ] Total sum to be paid upon completion of services.

or

[ X ] Incremental payments based on the following schedule:
One-third of the total professional fee as a retainer upon execution of the agreement. The remainder of the professional fees to be divided and paid in two separate monthly invoices.
4.02 **Invoices:** Contractor shall submit detailed invoices for all services being rendered from the Contractor to the County.

4.03 **Date for Payment of Compensation:** County will endeavor to make payment within 45 days of invoices being submitted from the Contractor to the County, and approval and acceptance of the work by the County.

4.04 **Expenses:** Contractor shall be responsible for all costs and expenses incident to the performance of services for County, including but not limited to, all costs of materials, equipment, all fees, fines, licenses, bonds or taxes required of or imposed against Contractor and all other of Contractor’s costs of doing business. County shall not be responsible for any expense incurred by Contractor in performing services for County.

**ARTICLE 5. OBLIGATIONS OF CONTRACTOR**

5.01 **Tools and Instrumentalities:** Contractor will supply all tools and instrumentalities required to perform the services under this Contract. Contractor is not required to purchase or rent any tools, equipment or services from County. County shall not provide working space, supplies, materials or other such support to Contractor in the performance of the services and tasks as described herein.

5.02 **Indemnification:** Contractor shall indemnify and hold County harmless against any and all liability imposed or claimed, including attorney’s fees and other legal expenses, arising directly or indirectly from any act or failure of Contractor or Contractor’s assistants, employees or agents, including all claims relating to the injury or death of any person or damage to any property. Contractor agrees to maintain a policy of liability insurance in the minimum amount of One Million Dollars ($1,000,000) to cover such claims or in an amount determined appropriate by the County Risk Manager. Contractor shall furnish a certificate of insurance evidencing such insurance and naming the County as an additional insured for the above-cited liability coverage prior to commencing work. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by County of insurance certificates and endorsements required under this Contract does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Contract, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

5.03 **General Liability and Automobile Insurance:** During the term of this Contract Contractor shall obtain and keep in full force and effect a commercial, general liability and automobile policy or policies of at least $1,000,000 combined limit for bodily injury and property damage; provided that the County, its officers, employees, volunteers and agents are to be named additional insureds under the policies, and that the
policies shall stipulate that this insurance will operate as primary insurance for work performed by Contractor and its sub-contractors, and that no other insurance effected by County or other named insureds will be called on to cover a loss covered thereunder. The General Liability insurance shall be provided by an ISO Commercial General Liability policy, with edition dates of 1985, 1988, or 1990. The County will be named as an additional insured using ISO form CG 2010 1185 or the same form with an edition date no later than 1990, or in other form satisfactory to County.

5.04 Certificate of Insurance: Contractor shall complete and file with the County prior to engaging in any operation or activity set forth in this Contract, certificates of insurance evidencing coverage as set forth in paragraphs 5.02 and 5.03 above and which shall provide that no cancellation or expiration by the insurance company will be made during the term of this Contract, without thirty (30) days written notice to County prior to the effective date of such cancellation.

5.05 Workers' Compensation: During the term of this Contract Contractor agrees to provide workers' compensation insurance for Contractor's employees and agents and agrees to hold harmless and indemnify County for any and all claims arising out of any injury, disability, or death of any of Contractor's employees or agents.

5.06 Public Employees Retirement System (CalPERS): In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Contract is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of the County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

5.07 State and Federal Taxes: As Contractor is not County's employee; Contractor is responsible for paying all required state and federal taxes. In particular:

a. County will not withhold FICA (Social Security) from Contractor's payments;
b. County will not make state or federal unemployment insurance contributions on behalf of Contractor;
c. County will not withhold state or federal income tax from payment to Contractor;
d. County will not make disability insurance contributions on behalf of Contractor;
e. County will not obtain workers' compensation insurance on behalf of Contractor.

5.08 Records: It is understood and agreed that all plans, studies, specifications, data magnetically or otherwise recorded on computer or computer diskettes, records, files,
reports, etc., in possession of the Contractor relating to the matters covered by this Contract shall be the property of the County, and Contractor hereby agrees to deliver the same to the County upon request. It is understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared pursuant to this Contract are prepared specifically for the County and are not necessarily suitable for any future or other use.

5.09 **Contractor’s Books and Records:** Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the County for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the County.

5.10 **Assignability of Contract:** It is understood and agreed that this Contract contemplates personal performance by the Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Contractor under this Contract will be permitted only with the express written consent of the County.

**ARTICLE 6. OBLIGATIONS OF COUNTY**

6.01 **Cooperation of County:** County agrees to comply with all reasonable requests of Contractor and to provide access to all documents as permitted by law necessary to the performance of Contractor’s duties under this Contract.

6.02 **Assignment:** Neither this Contract nor any duties or obligations under this Contract may be assigned by County without the prior written consent of Contractor.

**ARTICLE 7. TERMINATION OF CONTRACT**

7.01 **Termination on Occurrence of Stated Events:** This Contract shall terminate automatically on the occurrence of any of the following events:

1. Bankruptcy or insolvency of Contractor;
2. Death of Contractor.
7.02 Termination by County for Default of Contractor: Should Contractor default in the performance of this Contract or materially breach any of its provisions, County, at County's option, may terminate this Contract by giving written notification to Contractor.

7.03 Termination for Convenience of County: County may terminate this Contract at any time by providing a notice in writing to Contractor that the Contract is terminated. Said Contract shall then be deemed terminated and no further work shall be performed by Contractor. If the Contract is so terminated, the Contractor shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time the notice of termination is received.

7.04 Termination of Funding: The parties acknowledge that the nature of government finance is unpredictable and that the rights and obligations set forth in this Contract are necessarily contingent upon the receipt and/or appropriation of the necessary funds. In the event that funding is terminated, in whole or in part, for any reason, at any time, this Contract and all obligations of County arising from this Contract shall be immediately discharged. County agrees to inform Contractor no later than thirty (30) calendar days after County determines, in its sole judgment, that funding will be terminated and the final date for which funding will be available.

ARTICLE 8. GENERAL PROVISIONS

8.01 Notices: Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid and return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Contract, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing.

8.02 Entire Agreement of the Parties: This Contract supersedes any and all contracts, either oral or written, between the Parties hereto with respect to the rendering of services by Contractor for County and contains all the covenants and contracts between the Parties with respect to the rendering of such services in any manner whatsoever. Each Party to this Contract acknowledges that no representatives, inducements, promises, or contracts, orally or otherwise, have been made by any Party, or anyone acting on behalf of any Party, which are not embodied herein, and that no other contract, statement, or promise not contained in this Contract shall be valid or binding. Any modification of this Contract will be effective only if it is in writing signed by the Party to be charged and approved by the County as provided herein or as otherwise required by law.
8.03 Partial Invalidity: If any provision in this Contract is held by a court or competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

8.04 Attorney's Fees: If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Contract, the prevailing Party will be entitled to reasonable attorney's fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that Party may be entitled.

8.05 Conformance to Applicable Laws: Contractor shall comply with the standard of care regarding all applicable federal, state and county laws, rules and ordinances. No discrimination shall be made by Contractor in the employment of persons who work under this contract because of race, color, national origin, ancestry, disability, sex or religion of such person.

8.06 Waiver: In the event that either County or Contractor shall at any time or times waive any breach of this Contract by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Contract, whether of the same or any other covenant, condition or obligation.

8.07 Governing Law: This Contract and all matters relating to it shall be governed by the laws of the State of California and County of Mariposa and any action brought relating to this Contract shall be held exclusively in a state court in the County of Mariposa.

Executed in Mariposa, California, on the date and year first above written.

CONTRACTOR:

Peckham & McKenney, Inc.

By: [signature] 9/12/14
(printed name)

COUNTY:

County of Mariposa

By: [signature] 9/28/14
(date)

Kevin Cann, Chairman
Mariposa County Board of Supervisors

APPROVED AS TO FORM:

Steven W. Dahlem
County Counsel

Social Security or Taxpayer Identification Number: 46-5154743
THE SEARCH PROCESS

While it is our intent to customize the search and project schedule to fit the Mariposa County's specific needs, the search process typically includes the following key actions:

Project Organization – This phase provides for the development of a detailed Candidate Profile. We will meet with the Board of Supervisors, as well as others you identify, to discuss the issues and challenges facing Mariposa County. The desired background and experience, leadership style and personality traits, skills and abilities of the ideal candidates for each position will be discussed. We will also discuss expected parameters of the search, the search timeline, and schedule future meeting dates with the Board of Supervisors.

Typically, we devote significant time to this phase of the recruitment in order to become fully knowledgeable of the organization, community, and desired profile of each of the candidates. We encourage our clients to allow us to meet with staff, the executive management team, Commission members, labor representatives, community business leaders, residents, and others. These may be one-on-one meetings, small group discussions, or larger public forums, depending upon the appropriate style and venue desired by the Board of Supervisors. Electronic survey tools may also be utilized to provide input opportunities to the community on a broader scale. We have significant experience in a variety of methods for gaining input on the candidate profile, and we will provide advice and recommendations to the Board of Supervisors. In addition, we ask for a tour of the County in order to more fully understand current and future projects as well as gain a stronger familiarity with the community.

Recruitment – Advertisements will be placed in the appropriate industry publications and websites, and our firm will assume responsibility for presenting these opportunities in an accurate and professional manner. Full information on the positions will be posted on our firm’s web site as well as the site of the County. In addition, an attractive brochure will be prepared to market the organization and positions to potential candidates. This brochure will be mailed to 300-400 industry professionals, and it will also be available on our firm’s web site. Copies of the brochure will also be made available to the County.

The main focus of our outreach, however, will be direct phone contact with quality potential candidates. With over 30 combined years of executive search experience, we have developed an extensive candidate database that is continuously utilized and updated. Our recruiting efforts will focus on direct and aggressive recruiting of individuals within the search parameters established during the Project Organization phase. We believe direct recruiting produces the most qualified candidates. We know how to identify the “hidden” candidates, including those passive candidates who may be resistant to considering an employment change. Throughout this active search process, we will regularly notify the County of the status and share questions, concerns, and comments received from potential candidates as they consider the opportunity. By doing so, we will “team” with the County to ensure that all issues and concerns of candidates are discussed and understood thereby eliminating “surprises” once the resume filing deadline has occurred.
As resumes are received, they will be promptly acknowledged, and we will personally respond to all inquiries. Once the resume filing deadline has passed, the County will be updated on the status of the recruitments, the number of resumes received, and our intent for preliminary interviews.

**Preliminary Interviews/Recommendation** – As resumes are received, supplemental questionnaires will be sent to candidates who appear to meet the candidate profile for each position. Following the resume filing deadline and a thorough review of the resumes and questionnaires received, we will conduct preliminary interviews with those individuals most closely matching the candidate profiles. Preliminary reference and background (credit and criminal) checks will be conducted, and a written recommendation of finalists will be personally presented at an on-site, one- to two-hour meeting with the Board of Supervisors. The County will receive a full listing of all candidates who applied for each position, as well as the cover letters, resumes, and supplemental questionnaires of the recommended group of candidates for further consideration.

Once a group of finalists for each position has been selected by the County, all candidates will be notified of their status. We will prepare a finalist interview schedule and notify finalist candidates accordingly. If necessary, finalists will make their own travel plans and reservations. It is customary that the County reimburse finalists for roundtrip airfare, car rental, and lodging necessary to attend the interviews with the County. We will confirm this with the County at our meeting to recommend finalists.

**Final Interviews/Selection** – During this phase, finalists will be interviewed by the Board of Supervisors. We will provide on-site advice and facilitation assistance during the final interview process. Interview materials, including suggested interview questions, evaluation and ranking sheets will be provided for the Board of Supervisor's convenience.

An orientation session will be held with those involved prior to the finalist interviews, and we will work with the Board of Supervisors through a ranking process and discussion of the finalists at the end of each day for each opportunity. We will assist the Board of Supervisors in coming to consensus on the leading two to three finalists for further consideration, and we will provide recommendations on next steps, including additional meetings or social engagement with each finalist to learn more of the “fit” they may bring. In the past, our clients have chosen to conduct subsequent interviews, roundtable discussions, meals, or receptions with these finalists; we will provide the Board of Supervisors with recommendations and options.

**Qualification** – Once the final candidates have been selected, our firm will verify, at your discretion, professional work experience; degree verification; and criminal, civil, credit, and motor vehicle records (beyond the industry-standard seven years). Second "tier" references will also be contacted. This comprehensive process ensures that only the most thoroughly screened candidate is hired. In addition, negotiation assistance will be provided as requested by the County. Our ultimate goal is to exceed your expectations and successfully place candidates who "fit" your organization’s and community’s needs now and into the future.
PROJECT SCHEDULE

This sample schedule anticipates a 14-week process. In today’s competitive recruiting environment, our goal is to make the process as efficient and effective as possible.

<table>
<thead>
<tr>
<th>ACTIVITY</th>
<th>TIME FRAME</th>
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<tbody>
<tr>
<td>I. Project Organization</td>
<td>(Two Weeks)</td>
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<tr>
<td>• Kick-Off Meeting to discuss Candidate Profiles and formalize project schedules</td>
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<td>• Finalize Candidate Profiles with Mariposa County and identify “fit” required</td>
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<tr>
<td>• Develop advertising and recruiting plans</td>
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<td>• Prepare marketing brochures</td>
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<td>II. Recruitment</td>
<td>(Six Weeks)</td>
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<tr>
<td>• Advertise, network, and electronically post in appropriate venues</td>
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<td>• Send marketing brochures to 300-400 industry professionals</td>
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<td>• Post opportunity on firm’s web site as well as County’s site</td>
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<tr>
<td>• Search for/identify/recruit individuals within the parameters of the Profiles</td>
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<td>• Respond to all inquiries and acknowledge all resumes received</td>
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<td>III. Preliminary Interviews/Recommendation</td>
<td>(Three Weeks)</td>
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<tr>
<td>• Review candidates’ resumes and supplemental questionnaires</td>
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<tr>
<td>• Conduct preliminary interviews with leading candidates</td>
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<td>• Conduct first-tier reference checks and credit/criminal checks</td>
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<tr>
<td>• Present written recommendation of finalists to the Board of Supervisors</td>
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<td>• Notify all candidates of search status</td>
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<tr>
<td>IV. Final Interviews/Selection</td>
<td>(Two Weeks)</td>
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<td>• Schedule finalist candidate interviews for each position</td>
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<td>• Design process and facilitate finalist interviews with the County</td>
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<td>• Assist the County throughout process and provide recommendations</td>
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<td>• Board of Supervisors selects candidate or leading 2-3 candidates for further consideration for each position</td>
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<td>V. Qualification</td>
<td>(One Week)</td>
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<td>• Conduct thorough background checks and second “tier” references</td>
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<tr>
<td>• County conducts site visit to community of selected candidate (Optional)</td>
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<td>• Negotiation assistance</td>
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<tr>
<td>• Exceed expectations and successfully place candidate who “fits.”</td>
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PROFESSIONAL FEE AND EXPENSES

The professional fee for the recruitment of a single position is $18,500, with expenses capped at $7,500 per recruitment. For four recruitment processes this would total $104,000.

This proposal is based upon the following premise: All four processes will start at the same time with one Kick-Off meeting. From that point forward, we will split the four processes and stagger two processes for two positions running concurrently. Specifically, after the Kick-Off meeting we will run with the County Administrative Officer and another position at the same time, have them close at the same time, schedule a Recommended Candidates Meeting for these two positions, and then schedule back-to-back (Mon/Tue or Thu/Fri) Final Interview processes for these two positions.

Concurrently, running two to three weeks later will be two recruitment processes for the other two positions. We will have a closing deadline that allows me to screen and Recommend Candidates for these two positions during the Final Interview processes for the first two positions. Then two weeks later we run the Final Interview Processes for the last two positions.

Sample Schedule:

Kick-Off Meeting for all four positions: September 2, 2014
Closing deadline for two positions: October 28, 2014
Recommended Candidates Meeting for first two positions: November 18, 2014
Final Interview Processes for first two positions: December 2nd and 3rd, 2014
Closing deadline for final two positions: November 10, 2014
Recommended Candidates Meeting for final two positions: December 2, 2014
Final Interview Processes for final two positions: December 15th and 16th, 2014

This suggested schedule includes five meetings with Mariposa County; one Kick-Off meeting, two Recommended Candidates meetings (for two processes), and two Final Interview processes (for two processes). By combining the Final Interview processes for the first two positions with the Recommended Candidates meeting for the final two processes saves me a trip to Mariposa and the associated expenses. Another way to keep expenses down would be to conduct the first Recommended Candidates meeting via Skype of FaceTime.

The Professional Fee for all four recruitment processes is $64,000. Expenses for each recruitment process will be capped at $6,000 each. Total Professional Fees ($64,000) and Total Expenses (capped at $24,000) equals a grand total of $88,000, a 15% discount.

One-third of the total professional fee is due as a retainer upon execution of the agreement. The remainder of the professional fees will be divided and billed in two separate, monthly invoices.

Expenses, including out-of-pocket costs associated with consultant travel, clerical, advertising, telephone, printing, copying, supplies, postage, and background checks (partial checks on
recommended candidates; full background checks on selected candidates) will be capped at $6,000 per recruitment process.

**Insurance**

Peckham & McKenney carries Professional Liability Insurance ($1,000,000 limit) and Commercial General Liability Insurance ($2,000,000 General Liability, and $4,000,000 Products). Our Insurance Broker is Wells Fargo Inc., Insurance, Charlotte, NC, and our coverage is provided by The Hartford.
PLACEMENT GUARANTEE AND ETHICS

Our placement record is particularly strong. In the unlikely event, however, that a candidate recruited and recommended by our firm leaves your employment for any reason within the first year (except in the event of budgetary cutbacks, promotion, or position elimination), we agree to provide a one-time replacement at no additional charge, except expenses.

Time and again, we receive unsolicited comments from clients and candidates relating to our integrity and high ethics.

• First, we believe in honesty. No client should ever appoint an individual without being fully knowledgeable of the candidate’s complete background and history. Conversely, no candidate should ever enter into a new career opportunity without full disclosure of any organizational “issues.”

• We strive to keep everyone involved in a recruitment process informed of the status. Not only do we provide regular updates to our clients, but we also have a reputation for keeping our candidates posted, even to the extent of informing them as to who was eventually selected.

• As recruitment professionals, we do not recruit our placements -- ever. Should a placement of ours have an interest in a position for which we are recruiting, they may choose to apply. However, if they become a finalist, we ask that they speak to their supervisor/s to alert them of their intent.

• We do not recruit staff from our clients for another recruitment during an active engagement. Nor do we “parallel process” a candidate, thereby pitting one client against another for the same candidate.

• We are retained only by client agencies and not by our candidates. While we have a reputation for being actively involved in the profession and providing training, workshops, and general advice to candidates, we represent only our clients. In addition, we always represent and speak of our client in a positive manner, during the recruitment engagement as well as years after.

• We do not misrepresent our client list. Only those searches that we personally conducted appear on our list; rather than those conducted by other Recruiters while with other executive search firms.