



**Local Agency Formation Commission of Napa County**  
Subdivision of the State of California

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*We Manage Local Government Boundaries, Evaluate Municipal Services, and Protect Agriculture*

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**Agenda Item 7j**

**TO:** Local Agency Formation Commission

**PREPARED BY:** Laura Snideman, Executive Officer

**MEETING DATE:** December 1, 2014

**SUBJECT:** Recruiting Consulting Services for the Executive Officer Position and Recruiting Process

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**RECOMMENDATION**

- 1) By motion, approve the contract for recruiting consulting services with Regional Government Services Authority (RGS) for an amount not to exceed a total of \$16,500 for work and expenses and authorize the use of fund balance/undesignated reserves (Account No. 33100) for all associated expenditures.
- 2) By motion, confirm the responsibilities of the recruitment advisory subcommittee as described in this report.

**ANALYSIS**

*Recruiting Firm*

An outside firm is recommended to conduct the recruitment to permanently fill the Executive Officer position. RGS will assist with all phases of the recruitment including preparing the job description, advertising the position, coordinating interviews, and conducting reference/background checks on finalist candidate(s). RGS recently concluded a successful City Manager recruitment process for the City of St. Helena and is familiar with the area.

*Recruiting Process*

On November 17, 2014, the Commission designated Chair Brian Kelly and Vice-Chair Joan Bennett to serve on the advisory subcommittee overseeing the recruitment. The components of this process include all coordination with the recruiter and the Acting Executive Officer on the logistics of the process, finalizing the recruitment brochure with the recruiter based on the last brochure, working to confirm the top candidates as recommended by the recruiter, and working on the components of the final interview such as selecting interview questions from recommended questions from the recruiter. When the top candidate pool of 3-7 candidates has been identified, the entire Commission will interview all recommended candidates to reach a collective decision on the top candidate.

**ATTACHMENT**

- 1) LAFCO of Napa County Agreement with Regional Government Services Authority
- 2) 2013 Executive Officer Recruitment Brochure

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Joan Bennett, Vice Chair  
Councilmember, City of American Canyon

Brad Wagenknecht, Commissioner  
County of Napa Supervisor, 1st District

Brian J. Kelly, Chair  
Representative of the General Public

Greg Pitts, Commissioner  
Councilmember, City of St. Helena

Bill Dodd, Commissioner  
County of Napa Supervisor, 4th District

Gregory Rodeno, Alternate Commissioner  
Representative of the General Public

Juliana Inman, Alternate Commissioner  
Councilmember, City of Napa

Mark Luce, Alternate Commissioner  
County of Napa Supervisor, 2nd District

Laura Snideman  
Executive Officer

**LOCAL AGENCY FORMATION COMMISSION OF NAPA COUNTY**

**AGREEMENT NO.** \_\_\_\_\_

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the **Local Agency Formation Commission of Napa County**, a political subdivision of the State of California, hereinafter referred to as “LAFCO” or as “Agency”, and **Regional Government Services Authority** whose mailing [or business] address is P.O. Box 1350, Carmel Valley, CA 93924, hereinafter referred to as “CONTRACTOR” or as “RGS”;

**RECITALS**

**WHEREAS**, LAFCO wishes to obtain specialized services for the recruitment of its staff position of Executive Officer; and

**WHEREAS**, CONTRACTOR is willing to provide such specialized services to LAFCO under the terms and conditions set forth herein.

**TERMS**

**NOW, THEREFORE**, LAFCO hereby engages the services of CONTRACTOR, and CONTRACTOR agrees to serve LAFCO in accordance with the terms and conditions set forth herein:

1. **Term of the Agreement.** The term of this Agreement shall commence on November 21, 2014 and shall expire on March 31, 2015, unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Other Termination) or 23(a) (Covenant of No Undisclosed Conflict); except that the obligations of the parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to LAFCO shall also continue after said expiration date or early termination in relation to the obligations prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes) and 21 (Access to Records/Retention). At the expiration of the term of this Agreement, it shall be renewed on a month-to-month basis, under the terms and conditions then in effect, unless either party gives the other party written notice of intention not to renew no less than thirty (30) days prior to the expiration of the then current term. For purposes of this Agreement, “fiscal year” shall mean the period commencing on July 1 and ending on June 30.

2. **Scope of Services.** CONTRACTOR shall provide LAFCO those services set forth in Exhibit “A”, attached hereto and incorporated by reference herein.

3. **Compensation.**

(a) **Rates.** In consideration of CONTRACTOR's fulfillment of the promised work, LAFCO shall pay CONTRACTOR at the rate of \$125 per hour.

(b) **Expenses.** Travel and other expenses will be reimbursed by LAFCO upon submission of an invoice in accordance with Paragraph 4 at the rates and/or in accordance with the provisions set forth in Exhibit "B."

(c) **Maximum Amount.** Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of sixteen thousand and five hundred dollars (\$16,500.00) for professional services and expenses; provided, however, that such amount shall not be construed as a guaranteed sum, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred.

4. **Method of Payment.**

(a) **Invoices.** All payments for compensation and reimbursement for expenses shall be made only upon presentation by CONTRACTOR to LAFCO of an itemized billing invoice in a form acceptable to the LAFCO Auditor which indicates, at a minimum, CONTRACTOR's name, address, Social Security or Taxpayer Identification Number, itemization of the hours worked or, where compensation is on a per-task basis, a description of the tasks completed during the billing period, the person(s) actually performing the services and the position(s) held by such person(s), and the approved hourly or task rate. To the extent this Agreement provides for expense reimbursement, requests for reimbursement shall also describe the nature and cost of the expense and the date incurred. CONTRACTOR shall submit invoices not more often than monthly to the LAFCO Commission Chair, or designee, who, after review and approval as to form and content, shall submit the invoice to the Napa LAFCO Auditor no later than ten (10) calendar days following receipt.

5. **Independent Contractor.** CONTRACTOR shall perform this Agreement as an independent contractor. CONTRACTOR and the officers, agents and employees of CONTRACTOR are not, and shall not be deemed, LAFCO employees for any purpose, including workers' compensation and employee benefits. CONTRACTOR shall, at CONTRACTOR's own risk and expense, determine the method and manner by which duties imposed on CONTRACTOR by this Agreement shall be performed; provided, however, that LAFCO may monitor the work performed by CONTRACTOR. LAFCO shall not deduct or withhold any amounts whatsoever from the compensation paid to CONTRACTOR, including, but not limited to amounts required to be withheld for state and federal taxes, unless required to do so by court order. As between the parties to this Agreement, CONTRACTOR shall be solely responsible for all such payments.

6. **Specific Performance.** It is agreed that CONTRACTOR, including the agents or employees of CONTRACTOR, shall be the sole providers of the services required by this Agreement. Because the services to be performed by CONTRACTOR under the terms of this Agreement are of a special, unique, unusual, extraordinary, and intellectual or time-sensitive character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action of law, LAFCO, in addition to any other rights or remedies which LAFCO may possess, shall be entitled to injunctive and other equitable relief to prevent a breach of this Agreement by CONTRACTOR.

7. **Insurance.** CONTRACTOR shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:

(a) **Workers' Compensation insurance.** To the extent required by law during the term of this Agreement, CONTRACTOR shall provide workers' compensation insurance for the performance of any of CONTRACTOR's duties under this Agreement, including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation, and shall provide LAFCO with certification of all such coverages upon request by LAFCO's Risk Manager.

(b) **Liability Insurance.** Each party shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverages, issued by a company admitted to do business in California and having an A.M. Best rating of A:VII or better or equivalent self-insurance:

(1) **General Liability.** Each party shall obtain and maintain in full force and effect during the term of this Agreement commercial or comprehensive general liability insurance coverage (personal injury and property damage) of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence, either issued by a company admitted to do business in the State of California and having an A.M. Best Rating of no less than A:VII or by self-insurance satisfactory to other party's risk manager or employee designated by that party to perform such function, or by a combination thereof, covering liability for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of that party under this Agreement except for acts or omissions performed in strict compliance with express direction the other party's governing board, officers or personnel. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

(2) **Professional Liability.** Each party shall obtain and maintain in full force and effect during the term of this Agreement professional liability/errors and omissions insurance coverage in an amount of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit for each occurrence and, where provided through a policy of insurance, issued by a company admitted to do business in the State of California and having an A.M. Best Rating of A:VII or better, covering all professional acts or omissions of that party arising out of or in connection with this Agreement except for those acts or omissions performed in strict compliance with express direction from the other party's governing board, officers or personnel unless such direction was based upon professional advice from the first party or its personnel or other agents under this Agreement.

(3) **Comprehensive Automobile Liability Insurance.** Each party shall obtain and maintain in full force and effect during the term of this Agreement a comprehensive automobile liability insurance policy (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with that party's activities under this Agreement of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence.

(c) **Certificates of Coverage.** insurance coverages referenced in 7(b), above, shall be evidenced by one or more certificates of coverage or, with the consent of LAFCO's Counsel, demonstrated by other evidence of coverage acceptable to LAFCO's Counsel, which shall be

filed by CONTRACTOR with the LAFCO Commission Chair, or designee, prior to commencement of performance of any of CONTRACTOR's duties.

(1) The certificate(s) or other evidence of coverage shall reference this Agreement by its LAFCO agreement title and/or number; shall be kept current during the term of this Agreement; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

(2) **Waiver of Subrogation and Additional Insured Endorsements.** For the commercial general liability insurance coverage referenced in 7(b)(1) and, for the comprehensive automobile liability insurance coverage referenced in 7(b)(3) where the vehicles are covered by a commercial policy rather than a personal policy, CONTRACTOR shall also file with the evidence of coverage an endorsement from the insurance provider naming LAFCO, its officers, employees, agents and volunteers as additional insureds and waiving subrogation. For the Workers Compensation insurance coverage, CONTRACTOR shall file with the evidence of coverage an endorsement waiving subrogation.

(3) The certificate or other evidence of coverage shall provide that if the same policy applies to activities of CONTRACTOR not covered by this Agreement, then the limits in the applicable certificate relating to the additional insured coverage of LAFCO shall pertain only to liability for activities of CONTRACTOR under this Agreement, and that the insurance provided is primary coverage to LAFCO with respect to any insurance or self-insurance programs maintained by LAFCO. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94.

(4) Upon request by LAFCO's Counsel, CONTRACTOR shall arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

(d) **Deductibles/Retentions.** Any deductibles or self-insured retentions shall be declared to LAFCO's Counsel.

(e) **Notice of Cancellation or Reduction in Coverage.** In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, RGS shall provide written notice to LAFCO at RGS's earliest possible opportunity and in no case later than five days after RGS is notified of the change in coverage.

## 8. **Hold Harmless/Defense/Indemnification.**

(a) **RGS's indemnity obligations.** Neither party will assume undue risk for the other party. RGS will defend and indemnify LAFCO, and hold it harmless, from any claim, demand or liability that is related to, or results from the manner in which RGS has performed this Agreement. Thus, RGS's indemnity obligations will arise when any claim or demand is made against LAFCO which premises LAFCO's liability, in whole or in part, upon any of the following:

- (1) the quality or character of the work of RGS's employees or subcontractors;
- (2) the negligent acts or omissions of RGS or its officers, directors, employees, or agents; or
- (3) the willful misconduct of RGS or its officers, directors, employees, or agents.

Further, RGS will defend and indemnify LAFCO, and hold it harmless, from any claim, demand or liability that is related to, or results from an assertion that as a result of providing services to LAFCO, an RGS employee or a person performing work pursuant to this agreement is entitled to benefits from, or is covered by, the Social Security retirement system or the California Public Employee Retirement Systems. Notwithstanding the foregoing, however, RGS's obligation for any payments to such a claimant shall be limited to those payments which LAFCO may be required to pay.

(b) **LAFCO's indemnity obligations.** LAFCO shall indemnify, defend and hold harmless RGS and its officers, directors, employees and agents from any and all claims and lawsuits where such persons are named in the lawsuit solely by virtue of the position they hold with LAFCO, or solely because of a duty any of them performs while in that position.

It is the intent of the parties here to define indemnity obligations that are related to or arise out of LAFCO's actions as a governmental entity. Thus, LAFCO shall be required to indemnify and defend only under circumstances where a cause of action is stated against RGS, its employees or agents:

- (1) which is unrelated to the skill they have used in the performance of the duties delegated to them under this Agreement;
- (2) when the allegations in such cause of action do not suggest the active fraud or other misconduct of RGS, its employees, or agents; or
- (3) where a Agency employee, if he had been acting in a like capacity, otherwise would be acting within the scope of that employment.

Whenever LAFCO owes a duty hereunder to indemnify RGS, its employees or agents, LAFCO further agrees to pay RGS a reasonable fee for all time spent by any RGS employee, or spent by any person who has performed work pursuant to this agreement, for the purpose of preparing for or testifying in any suit, action, or legal proceeding in connection with the services the assigned employee has provided under this Agreement.

(c) **Employee Character and Fitness.** CONTRACTOR accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents or representatives) to provide the services required of CONTRACTOR under this Agreement, including completion of a satisfactory criminal/background check and periodic rechecks to the extent permitted by law. Notwithstanding anything to the contrary in this Paragraph, CONTRACTOR shall hold LAFCO and its officers, agents and employees harmless from any liability for injuries or damages resulting from a breach of this provision or CONTRACTOR's actions in this regard.

9. **Termination for Cause.** If either party shall fail to fulfill in a timely and proper manner that party's obligations under this Agreement or otherwise breach this Agreement and fail to cure such failure or breach within ten (10) days of receipt of written notice from the other party describing the nature of the breach, the non-defaulting party may, in addition to any other remedies it may have, terminate this Agreement by giving five (5) days prior written notice to the defaulting party in the manner set forth in Paragraph 13 (Notices). The LAFCO Commission

Chair is hereby authorized to make all decisions and take all actions required under this Paragraph to terminate this Agreement on behalf of LAFCO for cause.

10. **Other Termination.** This Agreement may be terminated by either party for any reason and at any time by giving prior written notice of such termination to the other party specifying the effective date thereof at least thirty (30) days prior to the effective date, as long as the date the notice is given and the effective date of the termination are in the same fiscal year; provided, however, that no such termination may be effected by LAFCO unless an opportunity for consultation is provided prior to the effective date of the termination. LAFCO hereby authorizes the LAFCO Commission Chair to make all decisions and take all actions required under this Paragraph to terminate this Agreement on behalf of LAFCO for the convenience of LAFCO.

11. **Disposition of, Title to and Payment for Work upon Expiration or Termination.**

(a) Upon expiration of this Agreement or termination for cause under Paragraph 9 or termination for convenience of a party under Paragraph 10:

(1) To the extent CONTRACTOR has provided services through Software and Applications materials licensed to LAFCO, LAFCO shall promptly return the Software and Application materials to CONTRACTOR. In addition, to the extent CONTRACTOR maintains LAFCO data on those portions of digital software hosted by CONTRACTOR and not controlled by LAFCO ("LAFCO data"), CONTRACTOR shall promptly return LAFCO data to LAFCO in a format designated by LAFCO's Information Technology staff and shall subsequently purge LAFCO data from CONTRACTOR's systems upon confirmation from LAFCO that the copy of the data provided to LAFCO is comprehensive of the data previously hosted by CONTRACTOR.

(2) All finished or unfinished documents and other materials, if any, and all rights therein shall become, at the option of LAFCO, the property of and shall be promptly returned to LAFCO, although CONTRACTOR may retain a copy of such work for its personal records only, except as otherwise provided under Paragraph 15 (Confidentiality) of this Agreement. Unless otherwise expressly provided in this Agreement, any copyrightable or patentable work created by CONTRACTOR under this Agreement shall be deemed a "work made for hire" for purposes of copyright or patent law and only LAFCO shall be entitled to claim or apply for the copyright or patent thereof. Notwithstanding the foregoing and to the extent services under this Agreement involve the development of previously patented inventions or copyrighted software, then upon expiration or termination of this Agreement, title to, ownership of, and all applicable patents, copyrights and trade secrets in the products developed or improved under this Agreement, shall remain with CONTRACTOR or any other person or entity if such person previously owned or held such patents, copyrights, and trade secrets, and such persons shall retain complete rights to market such product; provided, however, that LAFCO shall receive, at no additional cost, a perpetual license to use such products for its own use or the use of any consortium or joint powers agency to which LAFCO is a party. If the product involves a source code, CONTRACTOR shall either provide a copy of the source code to LAFCO or shall place the source code in an escrow account, at CONTRACTOR's expense, from which the source code may be withdrawn and used by LAFCO for the sole purpose of maintaining and updating the system dependent upon such code when such use is necessary to prevent loss of service to LAFCO.

(b) CONTRACTOR shall be entitled to receive compensation for any satisfactory work completed prior to expiration or receipt of the notice of termination or commenced prior to receipt of the notice of termination and completed satisfactorily prior to the effective date of the termination; except that CONTRACTOR shall not be relieved of liability to LAFCO for damages sustained by LAFCO by virtue of any breach of the Agreement by CONTRACTOR whether or not the Agreement expired or otherwise terminated, and LAFCO may withhold any payments not yet made to CONTRACTOR for purpose of setoff until such time as the exact amount of damages due to LAFCO from CONTRACTOR is determined.

12. **No Waiver.** The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

13. **Notices.** All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval or communication that either party desires to give the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

LAFCO

Commission Chair  
1030 Seminary Street, Ste. B  
Napa CA 94559-2814

CONTRACTOR

Regional Government Services Authority  
P.O. Box 1350  
Carmel Valley, CA 93924

14. **Compliance with LAFCO Policies on Waste, Harassment, Drug/Alcohol-Free Workplace, and Computer Use.** CONTRACTOR hereby agrees to comply, and require its employees and subcontractors to comply, with the following policies, copies of which are on file with the Napa County Clerk of the Board of Supervisors and incorporated by reference herein, as agreed to by LAFCO pursuant to the Support Services Agreement between LAFCO and Napa County. CONTRACTOR also agrees that it shall not engage in any activities, or permit its officers, agents and employees to do so, during the performance of any of the services required under this Agreement, which would interfere with compliance or induce violation of these policies by LAFCO employees or contractors.

(a) County of Napa Waste Source Reduction and Recycled Product Content Procurement Policy adopted by resolution of the Board of Supervisors on March 26, 1991.

(b) County of Napa "Policy for Maintaining a Harassment and Discrimination Free Work Environment" revised effective August 23, 2005.

(c) County of Napa Drug and Alcohol Policy adopted by resolution of the Board of Supervisors on June 25, 1991.

(d) County of Napa Information Technology Use and Security Policy adopted by resolution of the Board of Supervisors on April 17, 2001. To this end, all employees and subcontractors of CONTRACTOR whose performance of services under this Agreement requires



access to any portion of the LAFCO computer network shall sign and have on file with LAFCO's ITS Department prior to receiving such access the certification attached to said Policy.

(e) Napa County Workplace Violence Policy, adopted by the BOS effective May 23, 1995 and subsequently revised effective November 2, 2004, which is located in the County of Napa Policy Manual Part I, Section 37U.

15. **Confidentiality.**

(a) **Maintenance of Confidential Information.** Confidential information is defined as all information disclosed to CONTRACTOR which relates to LAFCO's past, present, and future activities, as well as activities under this Agreement. CONTRACTOR shall hold all such information as CONTRACTOR may receive, if any, in trust and confidence, except with the prior written approval of LAFCO, expressed through its Commission Chair, or designee. Upon cancellation or expiration of this Agreement, CONTRACTOR shall return to LAFCO all written and descriptive matter which contains any such confidential information, except that CONTRACTOR may retain for its files a copy of CONTRACTOR's work product if such product has been made available to the public by LAFCO.

(b) **Protection of Personally Identifiable Information and Protected Health Information.**

(1) To the extent CONTRACTOR is provided, creates, or has access to, Protected Health Information (PHI), Personally Identifiable Information (PII), or any other legally protected confidential information or data in any form or matter (collectively referred to as "Protected Information"), CONTRACTOR shall adhere to all federal, state and local laws, rules and regulations protecting the privacy of such information. CONTRACTOR shall adhere to all existing and future federal, state and local laws, rules and regulations regarding the privacy and security of Protected Information, including, but not limited to, laws and regulations requiring data encryption or policy and awareness programs for the protection of LAFCO Protected Information provided to, or accessed or created by, CONTRACTOR.

(2) CONTRACTOR shall ensure that its staff is trained to its privacy and security policies and procedures and that appropriate physical, technological and administrative safeguards are in place to protect the confidentiality of LAFCO's Protected Information, including, but not limited to, PHI and PII. Upon request, CONTRACTOR shall make available to LAFCO its policies and procedures, staff training records and other documentation of compliance with this Paragraph 15.

(3) CONTRACTOR agrees to notify LAFCO immediately of any unauthorized access to or disclosure of Protected Information that it becomes aware of.

(4) CONTRACTOR will be responsible for all costs associated with CONTRACTOR's breach of the security and privacy of LAFCO's Protected Information, or its unauthorized access to or disclosure of LAFCO's Protected Information, including, but not limited to, mitigation of the breach, cost to the LAFCO of any monetary sanctions resulting from breach, notification of individuals affected by the breach, and any other action required by federal, state, or local laws, rules or regulations applicable at the time of the breach.

16. **No Assignments or Subcontracts.**

(a) **In general.** A consideration of this Agreement is the personal reputation of CONTRACTOR; therefore, CONTRACTOR shall not assign any interest in this Agreement or subcontract any of the services CONTRACTOR is to perform hereunder without the prior

written consent of LAFCO, which shall not be unreasonably withheld. The inability of the assignee to provide personnel equivalent in experience, expertise, and numbers to those provided by CONTRACTOR, or to perform any of the remaining services required under this Agreement within the same time frame required of CONTRACTOR shall be deemed to be reasonable grounds for LAFCO to withhold its consent to assignment. For purposes of this subparagraph, the consent of LAFCO may be given by the Commission Chair, or designee.

(b) **Effect of Change in Status.** If CONTRACTOR changes its status during the term of this Agreement from or to that of a corporation, limited liability partnership, limited liability company, general partnership, or sole proprietorship, such change in organizational status shall be viewed as an attempted assignment of this Agreement by CONTRACTOR. Failure of CONTRACTOR to obtain approval of such assignment under this Paragraph shall be viewed as a material breach of this Agreement.

17. **Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. In particular, only LAFCO, through its Commission, may authorize extra work and/or changed work. Failure of CONTRACTOR to secure such authorization in writing in advance of performing any of the extra or changed work shall constitute a waiver of any and all rights to adjustment in the contract price or contract time and no compensation shall be paid for such extra work.

18. **Interpretation; Venue.**

(a) **Interpretation.** The headings used herein are for reference only. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California without regard to the choice of law or conflicts.

(b) **Venue.** This Agreement is made in Napa County, California. The venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, Napa County, a unified court. The venue for any legal action in federal court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement lying within the jurisdiction of the federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation or similar legal proceedings under this Agreement shall be Napa County, California; however, nothing in this sentence shall obligate either party to submit to mediation or arbitration any dispute arising under this Agreement.

19. **Compliance with Laws.** CONTRACTOR shall observe and comply with all applicable Federal, State and local laws, ordinances, and codes. Such laws shall include, but not be limited to, the following, except where prohibited by law:

(a) **Non-Discrimination.** During the performance of this Agreement, CONTRACTOR and its subcontractors shall not deny the benefits thereof to any person on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age, mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS), or political affiliation or belief, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation,

marital status, age (over 40), mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS), use of family care leave, or political affiliation or belief. CONTRACTOR shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to CONTRACTOR services or works required of LAFCO by the State of California pursuant to agreement between LAFCO and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and CONTRACTOR and any of its subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

(b) **Documentation of Right to Work.** CONTRACTOR agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of CONTRACTOR performing any services under this Agreement have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. CONTRACTOR shall make the required documentation available upon request to LAFCO for inspection.

(c) **Inclusion in Subcontracts.** To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include all of the provisions of this Paragraph 19 in all such subcontracts as obligations of the subcontractor.

20. **Taxes.** CONTRACTOR agrees to file federal and state tax returns or applicable withholding documents and to pay all applicable taxes or make all required withholdings on amounts paid pursuant to this Agreement and shall be solely liable and responsible to make such withholdings and/or pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. CONTRACTOR agrees to indemnify and hold LAFCO harmless from any liability it may incur to the United States or the State of California as a consequence of CONTRACTOR's failure to pay or withhold, when due, all such taxes and obligations. In the event that LAFCO is audited for compliance regarding any withholding or other applicable taxes or amounts, CONTRACTOR agrees to furnish LAFCO with proof of payment of taxes or withholdings on those earnings.

21. **Access to Records/Retention.** LAFCO, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of CONTRACTOR which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and

transcriptions. Except where longer retention is required by any federal or state law, CONTRACTOR shall maintain all required records for at least seven (7) years after LAFCO makes final payment for any of the work authorized hereunder and all pending matters are closed, whichever is later.

22. **Authority to Contract.** CONTRACTOR and LAFCO each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform this Agreement.

23. **Conflict of Interest.**

(a) **Covenant of No Undisclosed Conflict.** The parties to the Agreement acknowledge that they are aware of the provisions of Government Code section 1090, et seq., and section 87100, et seq., relating to conflict of interest of public officers and employees. CONTRACTOR hereby covenants that it presently has no interest not disclosed to LAFCO and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of its services or confidentiality obligation hereunder, except as such as LAFCO may consent to in writing prior to the acquisition by CONTRACTOR of such conflict. CONTRACTOR further warrants that it is unaware of any financial or economic interest of any public officer or employee of LAFCO relating to this Agreement. CONTRACTOR agrees that if such financial interest does exist at the inception of this Agreement, LAFCO may terminate this Agreement immediately upon giving written notice without further obligation by LAFCO to CONTRACTOR under this Agreement.

(b) **Statements of Economic Interest.** By executing this Agreement, the LAFCO hereby determines that CONTRACTOR has been hired to perform a range of duties so limited in scope as to not be required to comply with such disclosure obligation.

24. **Non-Solicitation of Employees.** Each party agrees not to solicit for employment the employees of the other party who were directly involved in the performance of the services hereunder for the term of this Agreement and a period of six (6) months after termination of this Agreement except with the written permission of the other party, except that nothing in this Paragraph shall preclude either party from publishing or otherwise distributing applications and information regarding that party's job openings where such publication or distribution is directed to the public generally.

25. **Third Party Beneficiaries.** Nothing contained in this Agreement shall be construed to create any rights in third parties and the parties do not intend to create such rights.

26. **Attorney's Fees.** In the event that either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.

27. **Severability.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

28. **Entirety of Contract.** This Agreement, including any documents expressly incorporated by reference whether or not attached hereto, constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

29. **Counterparts.** This Agreement may be executed simultaneously in two (2) counterparts and each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the Chair, as duly authorized by the Commission and on behalf of Commission, has signed and executed this Agreement and Contractor has signed and executed this Agreement, both in duplicate as of the date hereinabove first written.

REGIONAL GOVERNMENT SERVICES AUTHORITY

By \_\_\_\_\_  
[NAME] , [Title]

“CONTRACTOR”

LOCAL AGENCY FORMATION COMMISSION OF  
NAPA, a political subdivision of the State of California

By \_\_\_\_\_  
Brian Kelly, Chairman of LAFCO

“LAFCO”

<p><b>APPROVED AS TO FORM</b> Commission Counsel</p> <p>By: Jackie Gong (by E-Signature)</p> <p>Date: 11/24/14</p>
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<p><b>ATTEST: KATHY MABRY,</b> Clerk of the Commission</p> <p>By _____</p> <p>Date: _____</p>
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## **EXHIBIT "A"**

### **SCOPE OF WORK**

CONTRACTOR shall provide LAFCO with the following services:

#### **I. DESCRIPTION OF SERVICES**

Subject to the terms and conditions of the Agreement with LAFCO, CONTRACTOR shall assign CONTRACTOR employee or employees to provide executive recruitment services which include performing any or all of the functions described below, as requested by the LAFCO Commission or its designee:

- Prepare an accurate and current job description for the position of Executive Officer;
- Conduct a compensation review for the position in preparation for recruiting for it;
- Have an initial planning meeting with the LAFCO Commission or its recruitment subcommittee to:
  - Identify key needs;
  - Develop a selection plan. A selection plan requires the active participation/interaction of LAFCO Commission or recruitment subcommittee throughout the process.
- Preparing job recruitment bulletin, and any associated informational materials;
- Developing a recruitment schedule;
- Writing and placing advertising;
- Conducting targeted outreach to potential candidates;
- Reviewing applications and synopsisizing qualified candidate's education and experience;
- Meeting to review candidates and identify candidates for interview;
- Scheduling and administering interview(s) with LAFCO Commission or recruitment subcommittee and candidates, including development of questions and other assessment materials;
- Conducting reference checks/background investigation on finalist candidate(s) (this could be added costs depending on number of candidates backgrounded);
- Preparing and presenting job offer, and/or negotiating compensation and benefits on behalf of the LAFCO Commission;
- Providing timely and professional communications to all applicants throughout the selection process.

Some of these tasks/steps may be modified depending on LAFCO Commission needs.

The start date for the services to be performed is November 21, 2014 and this agreement is anticipated to remain in force through March 31, 2015.

**II. COMPLIANCE WITH GOVERNMENT CODE SECTION 7550.** As required by Government Code section 7550, each document or report prepared by CONTRACTOR for or under the direction of LAFCO pursuant to this Agreement shall contain the numbers and dollar amounts of the Agreement and all subcontracts under the Agreement relating to the preparation of the document or written report. The Agreement and subcontract dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or

written reports are the subject of the Agreement or subcontracts, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.

## **EXHIBIT "B"**

### **COMPENSATION AND EXPENSE REIMBURSEMENT**

- 1) This recruitment is expected to take approximately 90 hours of consultant time. Agency will only be invoiced for the actual hours worked. Hourly rate for this work is at \$125.00 provided, however, the total contract amount shall not exceed \$16,500.00 for all hours worked and expenses. Should the activities or expenses exceed the total contract amount, RGS shall not proceed on additional work or incur additional expenses without direct authorization from the LAFCO Commission.
- 2) Agency will be invoiced for printing/copying fees, advertising costs, or any other such direct costs incurred as part of this work including:
  - Mileage for travel at the current IRS rate
  - Copies at the rate of \$.10 per page
  - Advertising costs
  - Background check expenses
- 3) The CONTRACTOR employee primarily assigned will be a specialist in Executive recruiting. CONTRACTOR employee will perform work and also direct tasks to other CONTRACTOR staff with equal or lower bill rates at CONTRACTOR'S discretion.



# Local Agency Formation Commission of Napa County is seeking applicants for LAFCO Executive Officer



## The Position

The LAFCO Executive Officer is responsible for administering a section of the Cortese/Knox Local Government Reorganization Act of 2000 and is charged with encouraging the orderly formation and development of local government agencies and services.

This position serves at the pleasure and approval of the Local Agency Formation Commission and will receive policy direction from the Commission. The Commission is a five member State commission composed of elected appointees, two from the Napa County Board of Supervisors, two from the incorporated cities of Napa County, and one from the Public At-Large.

This senior management position plans, manages, coordinates, and evaluates the varied functions of the Commission including formulating and implementing policies and procedures, developing operational objectives and standards, and providing advisory services to the Commission in fulfilling its regulatory and planning responsibilities; and acts as liaison between the Commission, the general public and other units of government. Example of duties include:

- Conduct studies on governmental reorganizations; comply with all requirements relating to the Commission's hearings; process change or organization or reorganization proposals.
- Develop and recommend a sphere of influence for each affected city and special district; negotiate/mediate between the different entities on various interests and concerns or each of the jurisdictions; prepare municipal service reviews and sphere of influence reviews.
- Communicate effectively; establish an efficient organization by facilitating consensus building and decision making; establish and maintain cooperative working relationships and deal with difficult issues people encounter on the job.
- Supervise staff and activities of contractors; LAFCO staff and advisory committees as may be appointed by the Commission; attend all regular and special meetings.
- Review organizational structure, organizational issues, and operational methods for maximize efficiency and effectiveness.
- Confer with the Commission on major administrative procedures and problems; develop solutions by formulating strategic directions, goals, and objectives.

## The Ideal Candidate Profile

The ideal candidate for this position is a collaborative team player with strong political acumen who possesses the following characteristics:

- Expertise in facilitating/negotiating/mediating between the different entities on various interests and concerns to include: the County, incorporated cities, special districts, property owners, project developers, local boards & commissions, elected officials and community groups.
- An understanding of local governmental structure including relationships with State and regional agencies, county and city governments, and special districts.
- Keeps abreast of current trends and best practices in the field of land use planning and local agency boundary issues and ability to apply them to LAFCO programs.
- Understands how to effectively achieve sustainable development planning.
- A detail orientation towards planning, organizing, directing and coordinating the programs and operations of the Agency.
- Excellent problem solving and analytical skills to be able to analyze situations accurately and take effective action within the policy guidelines adopted by the Commission.
- Seasoned public administrator with knowledge of organizational, fiscal, and human resources management.
- Strong oral and written communication skills.
- Fiscal knowledge needed to prepare and monitor the Agency's budget.
- Experienced supervisor.

## Education and Experience

**Experience** - Five years of progressively responsible experience in a public agency performing administrative, organizational, or financial analysis, and/or professional planning. One year of experience working directly with a Local Agency Formation Commission is desirable.

**Education** - A bachelor's degree from an accredited college or university is required with major course work in public administration, business administration, economics, urban and/or regional planning, or a related field. Course work related to land use planning, engineering, public policy, and/or environmental studies is desirable. An advanced degree is desirable.

## The Napa Valley

The Valley is also home to over 135,000 residents who share a strong sense of community and a legacy of preserving and protecting their rich agricultural heritage. Located in the heart of California's preeminent wine region, Napa County is also part of the dynamic San Francisco Bay Metropolitan Area. With its sunny Mediterranean climate and proximity to the mountains and the ocean, the County offers residents easy access to virtually unlimited shopping, dining, cultural and recreational opportunities.

Most of Napa Valley residents live in one of the County's five incorporated cities or towns, ranging from Napa, the County seat with a population of 74,000, to Yountville, with 3,280 residents. With its strategic location, natural and cultural resources, history of responsible land use planning and attractive quality of life, Napa County offers its residents the ideal mix of small town living and big city amenities.

## Application Process

**The final filing date is November 15, 2013 5:00 PM**

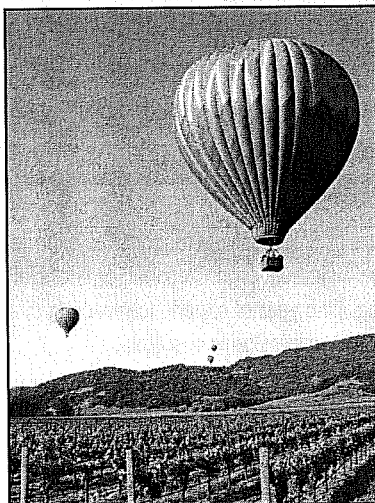
**For more information, please visit our website:**

**[www.napacountycareers.com](http://www.napacountycareers.com)**

**To apply** - Please submit a letter of interest and a resume with five work-related references to Heather Ruiz or Faye Newton via email: [faye.newton@countyofnapa.org](mailto:faye.newton@countyofnapa.org) or mail to:

Napa County Human Resources  
1195 Third Street, Suite 110  
Napa, CA 94559

Following the final filing date, applications will be screened and the most qualified candidates will be invited to interview. Interviews are tentatively scheduled for week of December 16th. Only the most qualified candidates will be invited to interview.



## Napa County

A general law county, Napa County is governed by a five-member Board of Supervisors elected by district to four year terms. The Board of Supervisors appoints a County Executive Officer who is responsible for providing overall management for the County's operations, including day-to-day supervision of the County's appointed department heads.

The County has a General Fund budget of over \$169 million, and has enjoyed relative financial stability in recent years compared to many other agencies. The County's over 1,300 employees provide services to the public through 17 departments - 5 managed by elected officials and the remainder managed by a department head appointed by the Board of Supervisors based on the recommendation of the County Executive Officer. County services include land use permitting, road maintenance, social services, public safety, elections, public health, environmental management, airport operations, library services, emergency operations and dozens of other programs that benefit County residents. As an organization, the County is dedicated to improving the lives of its residents and reflecting the best of the community's values: integrity, accountability and service.

## Compensation and Benefits

**Annual salary range: \$95,098 - \$114,275**

The County also offers an outstanding benefit package that includes:

- **Vacation** - 15 - 26 days of vacation annually based upon years of service. Prior government service may be credited toward accrual.
- **Sick Leave** - 12 days earned per year with unlimited accrual.
- **Holidays** - 11 paid holidays per year.
- **Personal Leave** - 19 hours credited during the first pay period of the fiscal year.
- **Management Leave** - 80 hours of management per fiscal year.
- **Medical Insurance** - Choice of five CalPERS medical plans. The County makes a significant contribution toward the premium.
- **Dental Insurance** - Choice of two Delta Dental plans. County pays full premium.
- **Vision Insurance** - Voluntary plan offered by VSP.
- **Disability Insurance** - County paid short-term (in lieu of SDI) and long-term disability insurance.
- **Life Insurance** - Equal to one times annual salary provided by the County with an option to purchase additional insurance.
- **Retirement** - The County participates in the California Public Employees' Retirement System (CalPERS), offering 2% @ 60 for current members of CalPERS from another agency (or reciprocal agency) and 2% at 62 for new members.
- **Deferred Compensation** - Voluntary plan offered by Mass Mutual. Eligible for annual employer match up to \$1,000.
- **EAP** - County-paid Employee Assistance Program.
- **Automobile allowance** - \$220 twice monthly.
- **Cell phone/Blackberry allowance** - Dependent upon usage.

The County of Napa does not participate in Social Security.