



## EXECUTIVE DIRECTOR SEARCH COMMITTEE NOTICE/AGENDA

Posted at [www.scdd.ca.gov](http://www.scdd.ca.gov)

**DATE:** Tuesday, March 19, 2013

**TIME:** 9:00 a.m. – 12:00 p.m.

**LOCATION:** Double Tree Hotel Sacramento  
2001 Point West Way  
Sacramento, CA 95815  
(916) 929-8855

### **TELECONFERENCE SITES:**

**Area Board 11:**

2000 E. Fourth Street, Suite 115  
Santa Ana, CA 92705

**Area Board 12:**

650 E Hospitality Lane, Suite 280  
San Bernardino, CA 92408-3584

*Pursuant to Government code Sections 11123.1 and 11125(f), individuals with disabilities who require accessible alternative formats of the agenda and related meeting materials and/or auxiliary aids/services to participate in this meeting should contact Michael Brett at (916) 322-8481 or email [michael.brett@scdd.ca.gov](mailto:michael.brett@scdd.ca.gov). Requests must be received by 5:00 pm **March 13, 2013**.*

### **AGENDA**

- |  |            |
|--|------------|
| <b>1. CALL TO ORDER</b>                    | J. Aguilar |
| <b>2. ESTABLISHMENT OF QUORUM</b>          | J. Aguilar |
| <b>3. WELCOME/INTRODUCTIONS</b>            | J. Aguilar |
| <b>4. APPROVAL OF JANUARY 2013 MINUTES</b> | J. Aguilar |

**5. PUBLIC COMMENTS**

*This item is for members of the public only to provide an opportunity to comments and/or present information to the Committee on matters **not** on the agenda. Each person will be afforded up to three minutes to speak. Written requests, if any, will be considered first. The Committee will provide a public comment period, not to exceed a total of seven minutes, for public comment prior to action on each agenda item.*

**6. ACTION/DISCUSSION ITEMS**

a. COMMITTEE CHAIR'S REPORT

J. Aguilar

Discussion of selection process and timelines for new SCDD Executive Director.

**7. ADJOURNMENT**

J. Aguilar



**DRAFT**

**Ad-Hoc Search Committee  
Thursday, January 17, 2013**

**Members Present**

Jorge Aguilar  
Sascha Bittner (phone)  
Lisa Davidson  
Ted Martens  
Stacey McQueen  
Kyle Minnis (phone)  
Bill Moore  
Robin Hansen  
Kashe Rowland-Smith

**Members Absent**

Dan Clift

**Others Attending**

Melissa Corral  
Szandra Keszthelyi  
Kecia Weller  
Rita Stevens, AIDD  
Matthew Wangeman, AIDD  
Tanya Anderson, AIDD  
Vicki Smith

**1. CALL TO ORDER**

Jorge Aguilar, Chairperson called the meeting to order at 2:10 p.m.

**2. ESTABLISHMENT OF QUORUM**

A quorum was established.

**3. WELCOME AND INTRODUCTIONS**

Jorge Aguilar welcomed everyone to the Ad-Hoc Search Committee. Members and others attending introduced themselves.

**4. PUBLIC COMMENT**

Jorge Aguilar asked if there were any public comments. There were no public comments.

**5. ACTION/DISCUSSION ITEMS**

Jorge Aguilar explained that the Ad-Hoc Search Committee was here to set the process for the selection of the SCDD Executive Director. The packet of information mailed out the Committee is a reflection of what

the process was in 2010. This process can be modified by the Ad-Hoc Search Committee. Everything in the packet is up for change, debate, and can be refined by the Committee. The purpose of this Ad-Hoc Committee is to make recommendations to the Executive Committee. Per the By-Laws the recommendation of an Executive Director must come from the Executive Committee to the full Council.

Kyle Minnis asked if the Council has given the Ad-Hoc Committee specific authorization to advertise the Executive Director position. Jorge Aguilar explained that the Council had not, this committee is to propose a process and the requirements but those may change based on input by the Executive Committee or the Council. Kyle Minnis asked if there were problems with the selection process in 2010. Jorge Aguilar stated that there were no problems.

Ted Martens asked if the Ad-Hoc Search Committee could consider having the applications sent someplace other than SCDD Personnel. Jorge Aguilar stated that the Committee can consider or recommend having applications mailed elsewhere.

Robin Hansen stated that there is a concern for not getting a rich pool of applicants. She suggested hiring a recruitment firm because they tend to get better applicants. Lisa Davidson agreed with the idea of using a recruitment firm. Jorge Aguilar stated that this could be an option, but a concern would be the cost. In his experience in the private sector recruitment firms did not get paid unless a candidate was hired through their process. However, a percentage of the annual salary was the fee.

Kyle Minnis asked that the candidate pool be from California and be aware of the diversity and differences of Californian's. He explained that he would like to see someone that is knowledgeable of their needs throughout the state. Ted Martens would prefer the search to be nationwide, not just limited to California.

Lisa Davidson explained that the overall mission is to find the best candidates. If an Executive Director from outside California is selected, the individual should be capable of familiarizing themselves with California law.

Bill Moore asked if there was a budget for this process. Melissa Corral explained that when former Executive Director, Carol Risley, retired she had approximately 11 months of accrued leave. Therefore the Council will begin to see a salary savings for Executive Director position in August 2013. In 2010 approximately \$5,000 was spent on distributing the Executive Director job announcement to various websites/publications.

Robin Hansen stated that posting this vacancy for 6 weeks was too short. Ted Martens suggested posting for 8 weeks. If no qualified applications are received during those 8 weeks, then reopen for another 8 weeks. Robin Hansen suggested the Committee put, "Until Filled" for the position. Ted Martens suggested contacting other Executive Directors from other states asking how they advertise for their Executive Director position. He also suggested first posting the job announcement to the internet distribution list, then if no qualified candidate apply after the 8 weeks to then hire a recruitment firm.

Rita Stevens suggested reaching out to AIDD for technical assistance (ITACC) and also post the job announcement on NACDD's website.

Matthew Wangeman explained that he was on the hiring Committee for the NACDD Executive Director. The first 6 months of advertising resulted in very minimal applicants, but then they hired a recruitment firm and received a small pool of qualified candidate in just 4 weeks. He highly recommends starting with a recruitment firm for the best pool of applicants. Robin Hansen had the same experience as Matthew Wangeman.

Robin Hansen suggested consulting with a recruitment firm and having them handle the entire process. Jorge Aguilar stated the discussion appears to yield consensus on initiating the process for a recruiter based effort. All members of the Committee agreed.

Jorge Aguilar asked if a RFP is required if no fee was paid in advance. Melissa Corral stated that an RFP is required if a fee is over \$5,000.00. Jorge Aguilar asked if the Council can hire multiple recruiters or just one. This will need to be looked into, Jorge Aguilar will coordinate with AIDD Technical Assistance on this.

Ted Martens explained that if the Executive Committee does not approve who the Ad-Hoc Search Committee recommends, then the Executive Committee is to return to the Ad-Hoc Search Committee for new candidates. Jorge Aguilar stated that if that is the desired process then this committee should spell that out and get confirmation from the Executive Committee and the Council on the process.

Jorge Aguilar recommends that the Ad-Hoc Search Committee vet all candidates, prior to making recommendations to the Executive Committee. He stated that he had envisioned the Ad-Hoc Search Committee is responsible for initial screening, Executive Committee is secondary screening, and the full Council makes final decision.

Edits were made by the Ad-Hoc Search Committee to the Executive Director job announcement, the distribution list and the Executive Director checklist for Ad-Hoc Search Committee. Szandra Keszthelyi will make necessary edits and email track changes to Jorge Aguilar by early next week. Then the Ad-Hoc Search Committee will prioritize bullet points underneath the three job responsibilities (Positions the Council to carry out the CA State Plan and Conduct Strategic Planning for Systems Change and Advocacy, Administration and Personnel Management of a Statewide Multi-Office Organization, and Promotes Partnerships and Relationships.)

## 6. **ADJOURNMENT**

Meeting was adjourned at 5:35 p.m.

**DRAFT JOB ANNOUNCEMENT FROM**  
**THE CA. STATE COUNCIL ON DEVELOPMENTAL DISABILITIES**  
**(SCDD)**

**Comment [A1]:** We must consider that the recruiter firm will likely make modifications to the presentation even if our core content is intact

**Executive Director**

**I. Introduction:**

The California State Council on Developmental Disabilities (Council) is an independent state agency established by federal (42 USC 15001) and state (Welfare and Institutions Code 4520) law to enable people with developmental disabilities to achieve self-determination, independence, productivity and community integration and inclusion. The Council implements this goal through development of a State Plan and implements the Plan through outreach, training, individual and systemic advocacy, public education, capacity building, and system monitoring. The activities of the State Council on Developmental Disabilities and its 13 Regional Offices require collaboration with Federal and State partners which are familiar with the structure and operation of services and programs for persons with developmental disabilities in their region.

**Comment [A2]:** Should energize this introduction to generate interest ... such as "... is a human centric independent .... Multi-million dollar annual budget ... etc..."

**Comment [A3]:** Melissa-How do we best reference more than this one part ... ie 4520-XXXX?

The Executive Director of the State Council is the Chief Executive Officer who serves at the will of the Council. The Executive Director provides leadership to assist the Council, ensure the development and implementation of the Council approved State Plan and other Council approved policies and activities; ensures that the Council fulfills its specific mandates under federal and state law, and manages the day to day operations of the Council.

**II. JOB RESPONSIBILITIES:**

**1. Positions the Council to Carry out the CA State Plan and Conduct Strategic Planning for Systems Change and Advocacy**

Works with the State Council to facilitate the Council's development of a State Plan including setting up those activities to develop a vision for short and long-term strategic goals and identifying resources needed to accomplish those goals. Clearly communicates vision to internal and external stakeholders.

Keeps the Council apprised of relevant programmatic, policy and administrative matters and timely notifies them of any issues.

Assists the State Council members in acquiring requisite training, knowledge and skills to promote good stewardship of the organization and its mission.

Ensures that Council and Committee meetings are appropriately scheduled, planned and prepared.

Expands Council's agenda for systemic change to advance the rights of persons with disabilities, leveraging policy opportunities and effectively understanding, and working within the political landscape.

Work with the Council to formulate policy decisions that positively affect the rights and interests of individuals with developmental disabilities.

Represents the Council with the Legislature and state and local agencies in advocating for the rights of Californians with developmental disabilities.

## **2. Administration and Personnel Management of a Statewide Multi-office Organization**

Motivates and inspires all Council staff to work collaboratively toward vision, mission and goals.

Manages the thirteen regional offices in conjunction with Area Board members and the office Executive Director in order to achieve a cohesive, strategic vision and to accomplish goals of the state plan.

Manages the Executive Director and staff of the thirteen regional offices of the State Council.

Receives monitoring and planning input from Area Board members and the regional office Executive Director in order to achieve a cohesive, strategic vision and to accomplish goals of the state plan.

Reports to or requests approval from the State Council on regional office activities and needs including but not limited to staffing, fiscal and State Plan implementation.

Deploy resources efficiently and effectively toward State Council organizational goals, working with staff to balance workload and effort.

Develops, seeks approval from the State Council and implements a State Council staff structure sufficient to implement the State Plan and carry-out State Council activities.

Mentors and builds the skills of key staff in the organization, so they can mentor, encourage and motivate other staff.

Ensure that staff are trained, and supervised effectively in order to carry out Council goals and activities.

Recommends policies and practices necessary to attract and retain a qualified, skilled work force and ensures that Council approved policies are implemented.

Assures adequate resources are available now and in the future to accomplish the mission of the Council.

Engages in short and long-term fiscal planning to provide for the fiscal stability of the Council.

Develops annual budgets that reflect programmatic needs and manages the approved budget.

Ensures that all reporting and compliance requirements are met for each funding source.

Notifies the Council of fiscal status and highlights fiscal issues that may require the Board's attention including providing Council with timely and relevant budget and fiscal reports.

Negotiates and executes contracts on behalf of the Council consistent with approved plans, goals and activities.

Manages day-to-day administrative operations of the Council.

### **3. Promotes Partnerships and Relationships**

Maintains effective relationships between the Council and state and federal funding agencies.

As a representative of the State Council assumes a position of leadership within the disability, and other key stakeholder communities to promote the policies and positions of the State Council.

Maintains an effective relationship and liaison with the National Association of Councils on Developmental Disabilities.

Serves as a representative of the State Council with the Governor's Office, Administration, Legislature and other state, federal and local agencies.

Fosters effective working relationships with other agencies involved in service to individuals with developmental disabilities.

Communicates the programs, policies and purpose of the State Council to public constituencies, government bodies in a way which will motivate them to support organizational operations, goals and objectives.

Serves as an active spokesperson for the State Council through proactive and sometimes personal contact with media, finding opportunities to promote the State Council's work and increase public awareness of the State Council's mission.

### **III. MINIMUM JOB REQUIREMENTS:**

The successful candidate shall have but not be limited to the following minimum qualifications:

1. Demonstrated interest and leadership in human service activities including working with and sensitivity to individuals with disabilities.
2. Five years progressively responsible experience in the management and administration of a complex organization with multiple offices, including public interaction, employee supervision and management, personnel administration, fiscal reporting and budgetary responsibilities.
3. Demonstrated experience and ability to work effectively with a variety of organizations and individuals with diverse perspectives, including persons with disabilities, advocacy groups, the public and elected and appointed officials.
4. Demonstrated experience working with and providing support to Boards of Directors and/or similar oversight bodies including but not limited to task forces and committees.
5. Demonstrated leadership in public policy advocacy.
6. Ability to analyze complex problems and develop creative solutions.
7. Effective oral and written communication skills.
8. Experience working with and sensitivity to individuals from language and ethnic distinct communities.
9. Possess a B.A. or B.S. degree from an accredited college or university.

#### **IV. DESIRABLE QUALIFICATIONS:**

The selection process will consider additional qualifications for candidates including but not limited to the following desirable credentials and experience:

1. Possession of an Advanced Degree in relevant human service field.

2. Knowledge of laws, rights, and services as they pertain to people with disabilities in California, and/or direct representation of people with disabilities.
3. Experience in managing complex federal and/or state programs.
4. Ability to read, write and speak Spanish or an Asian language.

**SUBMIT APPLICATIONS TO:**

**Szandra Keszthelyi  
State Council on Developmental Disabilities, Personnel  
1507 21<sup>st</sup> St, Suite 210  
Sacramento, CA 95811**

**APPLICATION DEADLINE:**

**Until Filled**

**Will be reviewing applications every 8 weeks  
beginning on XXXX, 2013**

To be considered for this position, applicants MUST submit the following (Nos. 1-4 below):

1. A completed State Employment Application.
2. **Resume**, including at least three (3) professional references.
3. **Cover Letter**, which addresses your personal and professional motivation for seeking this position.
4. Statement of Qualifications.

Salary Range: \$8,976-\$9,709 (Exempt Level G)

**The California State Council on Developmental Disabilities is an Equal Opportunity/Affirmative Action Employer and does not discriminate on the basis of sex, age, religion, race, gender identity, sexual orientation or disability.**

February 22, 2013

# California State Council on Developmental Disabilities

## Executive Recruitment for Executive Director

SUBMITTED BY:  
ROGER GANSE  
*Director*

CPS HR Consulting  
241 Lathrop Way  
Sacramento, CA 95815  
t: 916-471-3163 f: 916-561-8482  
rganse@cps.ca.gov

Tax ID: 68-0067209  
[www.cps.ca.gov](http://www.cps.ca.gov)



February 22, 2013

California State Council on Developmental Disabilities  
Kristi Allensworth  
1507 21<sup>st</sup> Street, Suite 210  
Sacramento, CA 95811

Sent via e-mail to: [Kristi.allensworth@scdd.ca.gov](mailto:Kristi.allensworth@scdd.ca.gov)

Dear Ms. Allensworth:

CPS HR Consulting (CPS HR) appreciates the opportunity to submit our proposal to assist the State Council on Developmental Disabilities (the State Council) with executive recruitment services for a new Executive Director. CPS HR offers a broad spectrum of human resource services, while delivering personalized, results-oriented service, utilizing best practice methods of recruitment and selection strategies from our team of recruitment experts. The recruitment for this position is an important decision for the State Council. We are very interested in working with the State Council, and are prepared to make the process seamless, unbiased and defensible. We possess a number of important strengths to assist the State Council in accomplishing this recruitment, including:

- **The successful completion of over 1,700 recruitments for more than 600 clients.** We have extensive experience in the recruitment of all types of local government, executive and professional staff, including council/board appointed executives, public health, public safety, department directors, and key professional and management positions. Although our client list covers a broad range, please note that each recruitment we conduct is uniquely designed to fit the needs of the individual client and is calculated to provide a strong, competitive pool of candidates.
- **In-depth understanding** of all state and local government operations, programs, and services. This understanding has been gained as consultants to local governments throughout the United States.

Again, thank you for the opportunity to be considered for this assignment. Should you have questions or comments about the information presented in our proposal, please contact Pam Derby at 916-471-3126 or [pderby@cps.ca.gov](mailto:pderby@cps.ca.gov).

Sincerely,



Roger Ganse  
Director

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## Our Expertise

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CPS HR Consulting has developed a specialized process for executive level recruitments, which we customize for each client based on individual needs and requirements. Our approach to this process is effective for a variety of reasons:

■ **We are a public agency**

As a public agency ourselves, we understand the challenges and issues you face. We share a common perspective with our clients; we understand how to work with and within government. Our consultants are drawn from public and private sector organizations, and employ strategy, innovation, and flexibility to find the solutions that will work for you. We work collaboratively with you to generate creative and practical solutions. This understanding of public sector culture and policy sets CPS HR apart from our corporate competitors.

■ **Our expert recruiting staff**

Our Executive Recruiters possess a high level of expertise in recruiting and placing qualified managers, directors, and executive professionals. We have a retention rate that averages more than 5 years. Our staff of experts includes an exceptional group of full-time employees as well as a full complement of subject matter experts, intermittent, and part-time employees with a wide variety of public and private sector experience. This allows CPS HR to precisely match the needs of the client with CPS HR's expertise and provide a wide range of services.

■ **High level of client satisfaction**

Our Client Satisfaction rating averages 4.6 on a scale of 5. Each of our clients receives a client satisfaction survey at the end of each engagement to respond to questions on the quality of our staff, our deliverables and the overall consulting relationship. The answers to these questions are then compiled and analyzed to identify client satisfaction ratings which are used as a factor within the CPS HR performance management system. The ratings are weighted very highly in each CPS HR employee's individual performance plan and annual performance rating to ensure CPS HR continues to deliver on the high level of client satisfaction our clients have a right to expect from us.



# Scope of Services

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The State Council is seeking Executive Recruiting assistance to fill the position of Executive Director. We customize our services for each client based on individual needs and requirements. We have outlined below the services we will provide and how we will work with the Executive Committee, and any other key stakeholders to accomplish this important undertaking.

## Detailed Outline



Our process starts with Phase I, outlined below, where our consultant will meet with the Executive Committee, and any other designated key stakeholders, to ascertain the State Council's needs, community needs, and ideal candidate attributes to target our search efforts and maximize candidate fit with the State Council. From there, Phase II outlines the recruiting process, which is tailored to fit the State Council's specific wants and needs, with targeted advertising, combined with personal contact to qualified individuals from our database. Finally, in Phase III, the selection process is also customized for the State Council. CPS HR will work with the Executive Committee to determine the process best suited to the State Council.

### Phase I - Develop Candidate Profile and Recruitment Strategy

#### **Task 1 - Review and Finalize Executive Search Process and Schedule**

A critical first step in this engagement is a thorough review of the search process and schedule with the Executive Committee, and any other key stakeholders, as directed by the State Council. This will ensure that the State Council's needs are met in the most complete manner possible.

### **Task 2 - Receive Input from Others**

As desired by the State Council, CPS HR is prepared to meet with any other stakeholders, including members of the State Council's Management Team and any designated staff, or other stakeholders to obtain additional input in developing the ideal candidate profile and helping CPS HR understand key issues and challenges that will face a new Executive Director in the State Council. The specific nature of the involvement process would be developed in consultation with the State Council. The results of the above activities will be summarized by CPS HR and provided to the State Council as an additional source of information for developing the candidate profile and selection criteria.

### **Task 3 - Development of Candidate Profile and Recruitment Strategy**

In developing the candidate profile and recruitment strategy, CPS HR will meet with the Executive Committee and other key stakeholders as desired. These meeting(s) will result in the identification of the personal and professional attributes required of the new Executive Director, and include the following activities:

- The State Council will identify priorities for the new Executive Director.
- CPS HR will assist the State Council in identifying the conditions and challenges likely to be encountered in achieving the priorities identified above.
- The Executive Committee will describe the type of working relationship they wish to establish with the Executive Director.
- CPS HR will assist the State Council in generating a list of specific competencies, experiences, and personal attributes needed by the new Executive Director in light of the analyses conducted above.
- CPS HR will present several recruitment and selection strategies for the State Council's consideration. The State Council will choose the recruitment and selection process most likely to produce the intended results after a discussion of the outcome of the strategies presented.

### **Task 4 - Prepare Recruitment Brochure**

Following the completion of the workshop session, CPS HR will work with a professional graphic artist to design a recruitment brochure and present it to the State Council for review prior to printing (examples of current brochures are available for viewing on our website at [www.cps.ca.gov/Search](http://www.cps.ca.gov/Search), and we have included a copy of a recent brochure in Appendix A). In addition, advertisements will be prepared and placed for publication in appropriate magazines, journals, newsletters, job bulletins, and on web sites to attract candidates on a nationwide or targeted basis, depending on the preference of the State Council.

CPS HR is also focused on reaching a diverse candidate pool and would recommend publications/websites that are targeted to minority and female candidates. We are proud of our successful record of assisting our clients with placing over 170 minority and female candidates in executive positions over the past five years. CPS HR will specifically research other jurisdictions whose demographics mirror those of the Sacramento area, and target outreach to those individuals. In addition to placing ads on websites aimed at minority candidates, we will contact leaders within those associations to gain their perspective and referrals of possible candidates.

Before placing ads in publications and websites, we have the final brochure developed and available on our website, so that interested potential candidates can access the brochure (a link to the brochure is listed in the advertising). Additionally, we prepare an e-mail distribution list that is sent to prospective candidates and referral sources. The e-mail will have a direct link to the brochure embedded in the e-mail message. We also send letters and brochures directly to prospective candidates and referral sources soliciting interest in the position.

## **Phase II - Recruitment**

### **Task 1 - Identify and Contact Potential Candidates**

This very crucial task will include a variety of activities designed to attract the best available candidates. In addition to the placement of advertisements in appropriate professional journals, CPS HR will:

- Contact respected and experienced human services executives to identify outstanding potential candidates on a referral basis. CPS HR will need to gain an understanding of the specific skills desired for the Executive Director in order to develop the appropriate outreach strategy. CPS HR maintains a comprehensive, up to date database of such professionals; however, we do not rely solely upon our current database. We also conduct specific research to target individuals relevant to your specific needs and expectations to ensure that we are thorough in our efforts to market this position to the appropriate audience to garner a diverse and quality pool of candidates. These individuals, as well as potential candidates, are typically contacted very soon after they have received a recruitment brochure to maximize the impact of the multiple contacts.
- Select top quality candidates for consideration from past recruitments.
- Provide each potential candidate with a copy of the recruitment brochure transmitted with a personal letter.
- Contact potential candidates by telephone to explain the career opportunity, answer questions, and encourage them to submit a resume. Oftentimes this component necessitates multiple conversations with the same person to pique their interest and to answer their questions.

As a consulting firm that interacts with hundreds of public sector executives during engagements, we have a cadre of individuals who we inform of recruitments, both to increase the visibility of the opening and to attract appropriate individuals who fit the special needs of the client. Communication with these executives, both via personal phone call and e-mail, ensures that an accurate picture of the requirements of the job are apparent and proliferated throughout these executives' professional networks.

- Communicating to candidates, through advertising materials and verbally, a strong sense of the purpose and strategy of the State Council. For many talented individuals, understanding these aspects is one of the key motivators to compete in such an environment.
- Providing guidance and resources to candidates regarding the area's cost of living, mean and median housing prices, higher education opportunities, K-12 education information, and other aspects of interest to those who are considering a move to the area. We have found that potential candidates sometimes make the decision not to apply based on rumored information, rather than facts and research.
- Actively seeking individuals who are highly visible in the field – widely published, frequent presenters and/or thought leaders – who are seemingly ready for the challenge. These highly qualified candidates may be attracted by the prospect of collaboration with other State Council departments, maintaining mutually beneficial relations with the clientele of the State Council on Developmental Disabilities, or continuing to ensure the public confidence in the integrity of the position of Executive Director and the agency.

#### **Task 2 – Resume Review and Personal Interviews**

All resumes will be submitted directly to CPS HR for initial screening. This screening process is specifically designed to assess the personal and professional attributes the State Council is seeking, as well as:

- A thorough review of each candidate's resume and other supporting materials and subsequent contact with the most qualified candidates to arrange personal interviews, working in conjunction with the State council, throughout the process.
- Personal interviews with the candidates who appear to best meet the State Council's needs will typically include approximately 10-15 candidates. CPS HR will spend quality time ascertaining each candidate's long term career goals and reason(s) why the candidate is seeking this opportunity, as well as gaining a solid understanding of the candidate's technical competence and management philosophy. We will also gather data on any other unique aspects specific to this recruitment based upon the candidate profile.
- CPS HR will conduct internet research on each candidate interviewed, to include newspaper articles and blog checks.

CPS HR will conduct as many interviews in person as possible within the timeframe and pricing matrix established with the State Council.

### **Task 3 – State Council Selects Finalists**

At the conclusion of the previous tasks, CPS HR will prepare a written report on the recruitment that summarizes the results of the process and recommends approximately 5 – 8 candidates for further consideration by the Executive Committee. This report will include the candidate resumes and a profile on each candidate’s background. The candidate profile includes a summary of current responsibilities and an assessment of each candidate’s potential fit. CPS HR will meet with the Executive Committee to review this report and to assist in selecting a group of finalists for further evaluation.

This meeting will include the consultants’ assessment of each candidate based on the preliminary screening interview conducted with each of the candidates. The report will have candidates categorized into two groups – a top tier (group 1) of those candidates the consultant feels are the most qualified candidates based on the needs of the State Council, and a second tier (group 2) that includes candidates who, based on the consultants’ assessment, don’t possess the requisite qualifications to be a strong candidate for the position/organization. Based on this assessment and discussion, the Executive Committee will then decide which of the candidates they wish to invite to a finalist assessment process.

## **Phase III - Selection**

### **Task 1 - Design Selection Process**

Based on the results of the meeting conducted in Phase I, CPS HR will design a selection process to be utilized by the State Council in assessing the most qualified final candidates. This process will typically include an in-depth interview with each candidate, but may also include other selection tools such as oral presentation, preparation of written materials, and problem-solving exercises. CPS HR will meet with the State Council to review this process and discuss the best approach to meet the State Council’s needs.

### **Task 2 - Administer Selection Process**

CPS HR will coordinate all aspects of the selection process for the State Council. This includes contacting both the successful and unsuccessful candidates, preparing appropriate materials such as interview questions and evaluation manuals, facilitating the interviews, and assisting the State Council with deliberation of the results of the assessment process.

**Task 3 – Arrange Follow-up Interviews, Final Assessment Process, In-Depth Reference and Background Checks)**

Following the completion of the selection process, CPS HR will be available to complete the following components:

- *Reference Checks:* the in-depth reference checks are a comprehensive 360 evaluation process whereby we speak with elected officials as well as current and previous supervisors, peers and subordinates. The candidates are requested to provide a minimum of ten reference sources. CPS HR is able to ascertain significant, detailed information from reference sources due to our assurance and commitment to them that their comments remain confidential which leads to a willingness to have an open and candid discussion with CPS HR. A written summary of the reference checks is provided to the Client.
- *Background Checks:* we will arrange for a background records check of an applicant’s driving record, court and credit history, education verification, newspaper article research and other sensitive items.

**Value-Added Customer Service**

Throughout the executive search process, we are committed to keeping the State Council fully informed of our progress. We will collaborate with you to provide updates on the status of the recruitment via your preferred method of communication (phone conference, email, etc.). In addition, during each phase in the process, we send personal letters or make phone calls to candidates advising them of their status. We place a high level of importance on customer service and responding in a timely manner to all client and candidate inquiries. Our previous clients and candidates have expressed a sincere appreciation for our level of service and responsiveness to the management of the recruitment process. We have developed many long term relationships with clients that have resulted in the opportunity to assist them with multiple recruitments.

In addition, our follow-up extends once you have selected a new Executive Director. We will contact both the Executive Committee and the newly appointed Executive Director within six months of appointment to ascertain if effective transitions have occurred.

**Two Year Guarantee**

If the candidate selected and appointed by the State Council, as a result of a full executive recruitment, terminates employment for any reason before the completion of the first two years of service, CPS HR will provide the State Council with whatever professional services are required to appoint a replacement. Professional consulting services will be provided at no cost. The State Council would be responsible for reimbursable expenses only.



# Project Time Line

CPS HR Consulting is prepared to begin work upon receipt of a fully executed contractual agreement. We can complete all outreach and screening activities, as described in the preceding pages, in approximately 14 to 16 weeks. The precise schedule will depend on the placement of advertising in the appropriate venues, and the ability to schedule the initial meeting with the State Council. A proposed schedule is presented below.

Step	Month 1				Month 2				Month 3				Month 4			
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Initial Meeting/Candidate Profile	➤															
Draft Brochure		➤														
Brochure Approved/Printed Place Ads				➤												
Aggressive Recruiting								➤								
Final Filing Date								➤								
Preliminary Screening												➤				
Present Leading Candidates / State Council Selects Finalists																➤
State Council Interviews/Assessment Center																➤
Background / Reference Checks																➤
Appointment																➤
<b>Weeks</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>	<b>13</b>	<b>14</b>	<b>15</b>	<b>16</b>



## Consulting Staff

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CPS HR Consulting has uniquely qualified executive recruiters to assist the State Council. Our staff members possess extensive recruiting experience and a direct, in-depth understanding of local government. Each of our recruiters routinely serves as an engagement or project manager and personally handles every aspect of the executive search process. For this engagement, Ms. Pam Derby will be assigned as the Executive Recruiter. Her resume is presented below.

### **Pamela H. Derby, SPHR**

#### **Profile**

Since joining CPS HR Consulting in 2003, Pam Derby has conducted a wide range of recruitments for county, city, special district and non-profit executives including executive director, city manager, city attorney, general manager, assistant and deputy city manager, police chief, community and economic development director, human resource director, finance director, public works director, registrar of voters, library director, and director of information technology in addition to specialized support positions. Ms. Derby has recently placed the Executive Director for the State Board of Equalization, the Executive Director of First 5 California, and the Executive Officers for both the Delta Stewardship Council and the Rivers and Mountains Conservancy. She is currently working with the Regional Water Control Board as well.

Prior to joining CPS HR Consulting, Ms. Derby served as the Aide to the Yuba County Council of Supervisors serving as the Board's liaison to County Department Heads, the community, and the media. This experience provided her with a unique perspective into the special circumstances that exist in a Board/Council-Manager relationship and a keen awareness of the inner workings of local government. Ms. Derby applies this expertise to every recruitment she conducts, in order to produce qualified, diverse candidate pools that fit an organization's cultural character. Previous to her local government service, Ms. Derby served in the private sector and with several non-profit lobbying associations where she was responsible for the management of several large consumer groups. While Ms. Derby majored in physical education and English at California State University, Chico she has devoted the bulk of her career to non-profit and government work. She is a resident of a small Northern California town where she has been actively involved in youth and community service activities for many years.

#### **Employment History**

- Senior Professional Management Consultant, CPS HR Consulting
- Professional Management Consultant, CPS HR Consulting
- Administrative Technician, CPS HR Consulting

- Aide to the Board of Supervisors, Yuba County, CA
- Special Cases Manager, Consumer Relations, The Money Store, CA
- Supervisor, Trailing Documents, The Money Store, CA
- Executive Assistant, Randlett Associates, CA

### **Professional Experience**

- Project manager for local government, special district and non-profit executive recruitments. Responsible for all facets of process including proposal interviews, all client meetings, creating marketing and advertising materials, conducting candidate screening interviews and developing finalist candidate interview processes.
- Assisted executive recruiting team in the recruitment of local government and public agency executives.
- Managed staff responsible for addressing escalated customer complaints. Negotiated and mediated pre-litigation settlements with attorneys, state regulators, and other state agencies, involving home improvement loans. Served as department fraud coordinator.
- Provided administrative support to SVP, including drafting correspondence, report writing and special projects as assigned. Supervised department receptionist, responsible for interfacing with vendors and facilities management.
- Provided administrative and research support for private professional lobbying firm. Researched legislative bills and corresponded with professional association members regarding legislative proposals.

### **Education**

- California State University, Chico, major course emphasis – Physical Education/ English



## References

CPS HR Consulting has excellent references. We have provided information below for several recent recruitments which we have completed for similar positions.

CLIENT	POSITION	CONTACT
Alameda County Employees' Retirement Association	Chief Executive Officer (2011)	HR Director Victoria Arruda <a href="mailto:varruda@acera.org">varruda@acera.org</a>
California Board of Equalization	Executive Director (2012)	Liz Houser Deputy Director of Administration 916 445-4272 <a href="mailto:Liz.houser@boe.ca.gov">Liz.houser@boe.ca.gov</a>
California Board of Registered Nursing	Executive Officer (2010)	Heidi Goodman Assistant Executive Officer <a href="mailto:Heidi.Goodman@dca.ca.gov">Heidi.Goodman@dca.ca.gov</a>
California High-Speed Rail Authority	Chief Executive Officer (2012)	Wendy Boykins <a href="mailto:wboykins@hsr.ca.gov">wboykins@hsr.ca.gov</a> or Thomas Fellenz <a href="mailto:tfellenz@hs.ca.gov">tfellenz@hs.ca.gov</a>
Discovery Bay Community Services District	General Manager (2010)	Richard Howard (925) 634-1131
East Bay Regional Parks District	General Manager (2011) Assistant General Manager (2011)	Susan Gonzales Human Resources Manager 510 544-2151 <a href="mailto:sgonzales@ebparks.org">sgonzales@ebparks.org</a>
Napa-Vallejo Solid Waste Management Authority	Executive Director (2010)	Mark Luce Board Chair 707 253-4386 <a href="mailto:Mark.luce@countyofnapa.org">Mark.luce@countyofnapa.org</a>
Nevada Irrigation District	General Manager (2013)	Yvonne DuBose Human Resources Manager 530 271-6838 <a href="mailto:dubose@nidwater.com">dubose@nidwater.com</a>

*Proposal to the State Council on Developmental Disabilities  
Recruitment for Executive Director*

CLIENT	POSITION	CONTACT
Rivers & Mountains Conservancy	Executive Officer (2011)	Frank Colonna Board Chair <a href="mailto:frank.colonna@hotmail.com">frank.colonna@hotmail.com</a>
Sacramento Area Flood Control Agency	Deputy Executive Director (2010)	Julie Lienert Director of Administration 916 874-7606 <a href="mailto:lienertj@saccounty.net">lienertj@saccounty.net</a>
Sacramento-San Joaquin Delta Conservancy	Executive Officer (2011)	Conservancy Liaison Susan Garrett-Dukes <a href="mailto:susan.garrett-dukes@deltacouncil.ca.gov">susan.garrett- dukes@deltacouncil.ca.gov</a>
San Mateo County Schools Insurance Group	Executive Director (2012)	Glenn Siegel Executive Board Vice President 650-802-5367 <a href="mailto:gsiegel@smcoe.k12.ca.us">gsiegel@smcoe.k12.ca.us</a>



# Cost

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## Professional Fees

The base professional fee for this executive recruitment service as outlined is \$16,500. Our professional fee covers all CPS HR professional services associated with **Phases I, II and III** of the recruitment process, including the necessary field visits (up to three) to develop the candidate profile and recruitment strategy, assist the State Council in finalist selection, and facilitate candidate interviews (assessment center) with the State Council.

## Reimbursable Expenses

Actual out-of-pocket expenses for such items as consultant travel, advertising, marketing, long distance telephone, printing/copying, and postage/delivery charges are reimbursable at cost. There is no mark-up on expenses and we will work proactively with the State Council to ensure that the dollars being spent for expenses are in keeping with the State Council's expectations. Travel expenses for candidates who are invited forward in the interview process are *not* included under our reimbursable range. The listed reimbursable expenses range includes background checks on up to two finalist candidates.

**Estimated Range** ..... \$5,000 - \$6,000

Approximate recruitment costs include:

- Advertising (\$2,500)
- Brochure design/printing (\$1,400)
- Mailings (\$200)
- Background checks on 2 candidates (\$750)
- Other recruitment expenses (supplies, shipping, long distance phone calls - \$200)

Professional fees and reimbursable expenses would be billed and paid monthly.



## About CPS HR Consulting

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CPS HR Consulting is an innovative, client-centered human resources and management consulting firm specializing in solving the unique problems and challenges faced by government and non-profit agencies. As a self-supporting public agency, we understand the needs of public sector clients and have served as a trusted advisor to our clients for more than 75 years. The distinctive mission of CPS HR is to transform human resource management in the public sector.

As a network of thought leaders in HR Systems, CPS HR delivers breakthrough solutions that dramatically transform public sector organizations to positively impact the communities they serve. By establishing centers of excellence and communities of practice, we provide your organization with the latest knowledge and the expertise to put that knowledge into action. With offices in Sacramento, CA and Bethesda, MD, and partners throughout the country, our clients draw experience from a powerful national network.



CPS HR offers clients a comprehensive range of competitively priced services, all of which can be customized to meet your organization's specific needs. We are committed to supporting and developing strategic organizational leadership and human resource management in the public sector. We offer expertise in the areas of organizational strategy, recruitment and selection, training and development, and organization and workforce management.

Through our collaborative process, client-centered approach and nationwide network of distinguished partner organizations, CPS HR has the experience and capabilities to help your organization evolve and enable your employees to realize the promise of public service.

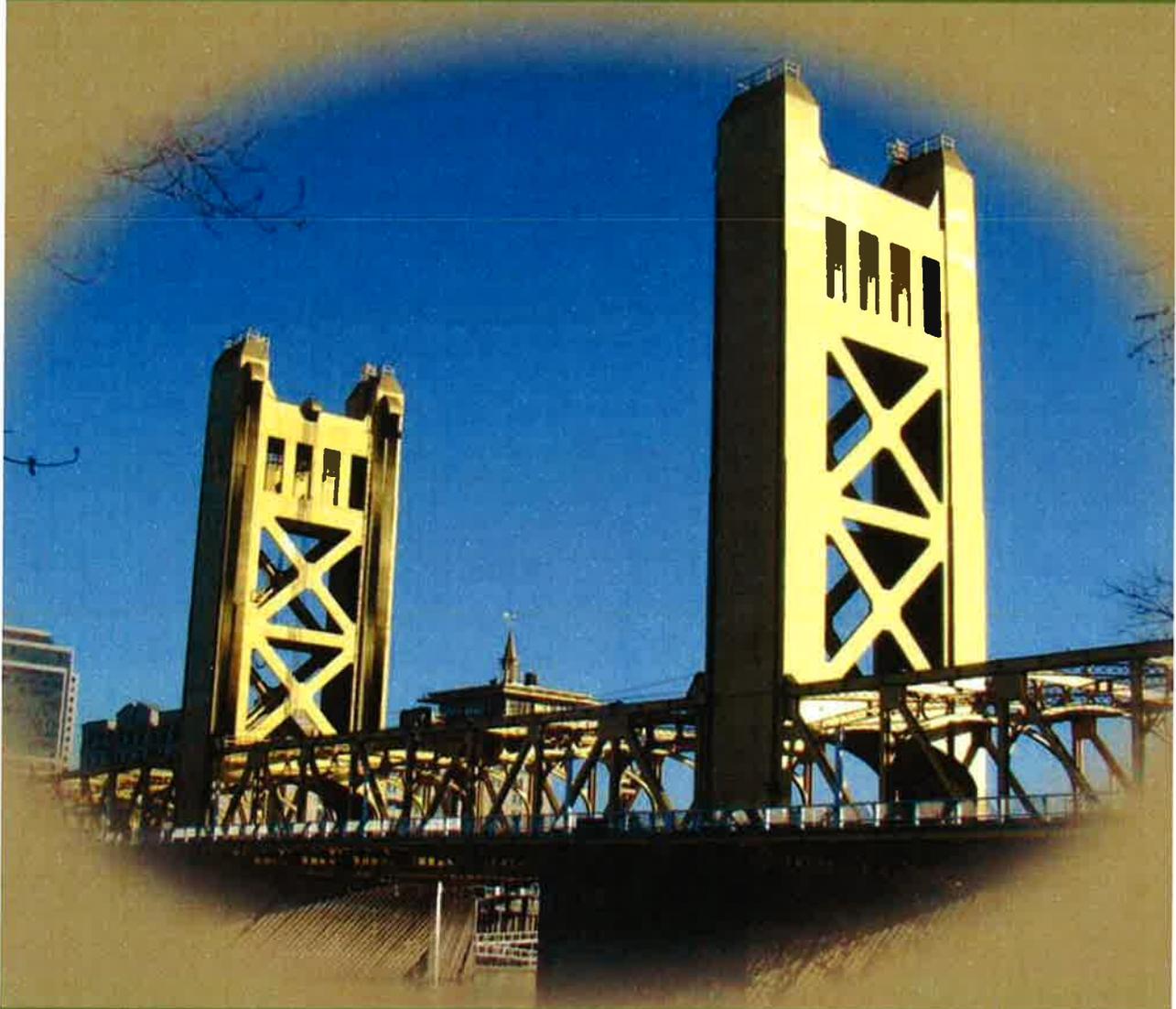
Thank you for reviewing our proposal. CPS HR Consulting would be delighted to partner with the State Council on Developmental Disabilities in this important endeavor. We are committed to providing quality, expert solutions to help you achieve your goals.



# **Appendix A – Recruitment Brochure**

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# CALIFORNIA STATE BOARD OF EQUALIZATION



# EXECUTIVE DIRECTOR

The mission of the State Board of Equalization (BOE) is to serve the public through fair, effective, and efficient tax administration.

– BOE's Mission Statement

## UNIQUE OPPORTUNITY

**T**he California State Board of Equalization (BOE) is seeking an experienced, established leader with a breadth of administrative and organizational management expertise and tax policy experience to become the Executive Director (ED). The Executive Director serves as the primary liaison to the five-member Board, representing the Board on statewide, national, and international tax issues, and is accountable for the success of the BOE in fulfilling its mission.

## THE SACRAMENTO AREA

**T**he Executive Director will be located in Sacramento, California.

Sacramento is conveniently located halfway between the Pacific Ocean (San Francisco) to the west, and the Sierra Nevada Mountains (Lake Tahoe) to the east. With a population of approximately 470,000, Sacramento is the 7th largest city in California.

Sacramento offers some of the lowest housing prices of major cities in the state. Many new residents have relocated from the San Francisco Bay Area and Southern California to take advantage of Sacramento's employment opportunities, moderate housing prices, reasonable cost of living, and competitive salaries.

The Sacramento region offers amenities that are attractive to those with an active lifestyle. Hiking, biking, golfing, snow-skiing, water-skiing, house-boating, wine-tasting, and other sports and recreational opportunities abound. Educational opportunities are plentiful, with the Sacramento region being home to California State University - Sacramento; University of California at Davis; Sacramento City College; McGeorge School of Law and other community and four-year college programs.

## CALIFORNIA STATE BOARD OF EQUALIZATION

**C**reated in 1879 by a constitutional amendment, the BOE was initially charged with responsibility for ensuring that county property tax assessment practices were equal and uniform throughout the state. In 2009-10, BOE-administered taxes and fees produced \$50.7 billion to provide essential services for the people of California. BOE administered programs provided approximately 35.6 percent of the annual revenue for state government and \$8.6 billion in essential funding for counties, cities, and special districts.

Currently, the tax programs administered by the BOE are concentrated in three general areas:

**Sales and Use Tax** - The Sales and Use Tax Department is responsible for administering California's state, local, and district sales and use tax programs, which provide more than 80 percent of Board-collected revenues.

**Property Taxes** - The Property and Special Taxes Department administers three major property tax programs: the State-Assessed Property program; the Private Railroad Car Tax program; and the Timber Yield Tax program.

**Special Taxes** - The Property and Special Taxes Department is also responsible for administering Environmental Fees, Excise Taxes and Fuel Taxes

The Board's five members serve concurrent four-year terms as the nation's only elected tax commission. Their popular election ensures that the Board's tax program administration remains directly accountable to the people. Four members are elected by district. The fifth member, the State Controller, is elected at-large and serves in an ex-officio capacity. All terms expire in January 2015.

BOE-administered revenues support hundreds of state and local government programs and services, including schools and colleges, hospitals and health care services, criminal justice, correctional, and social welfare programs, law enforcement, consumer services, natural resource management, and transportation and housing programs.

In addition to administering key state revenue programs, the BOE plays a critical role with regard to California property taxes. Further, it acts as the appellate body for franchise and income tax appeals.

For further information  
about the State Board of Equalization,  
visit our website: [www.boe.ca.gov](http://www.boe.ca.gov)

## THE POSITION

**A**s a key representative for California's Board of Equalization, the Executive Director serves as the leader in developing and implementing tax policies for the State of California, which is the 8th largest economy in the world. The Executive Director plays a critical role influencing national and international tax policy.

Under direction of the Board, the Executive Director will have a wide variety of roles and responsibilities, including (but not limited to) the following:

- Oversees the tax program that generates revenues upwards of \$50 billion annually
- Leads and provides strategic direction to over 4,000 BOE employees located in California, New York, Chicago, and Houston
- Recommends for Board approval, policies for carrying out the Board's functions as defined by the State Constitution, statutes, judicial decisions, legal opinions, and rules of regulatory or quasi-judicial bodies
- Leads the execution of the agency's initiatives, and develops and administers BOE programs, policies, and procedures with respect to the administration of tax programs under the jurisdiction of the BOE
- Develops the Board's annual budget for presentation to the Department of Finance for inclusion in the Governor's Budget
- Represents the Board before the Legislature, its committees, the Administration, federal, state, and local governmental entities, and professional, industry, or technical associations
- Manages an operating budget of approximately \$490 million

## THE IDEAL CANDIDATE

**T**he Executive Director must be a highly competent and experienced professional with a demonstrated track record of successful managerial accomplishments. Qualified candidates will be expected to understand national and international trends in taxation and their impacts on California and work well within the political environment. Candidates should have a high level of integrity and be inclusive, transparent, and engaging with constituent groups while providing credibility within the tax community.

Qualified candidates for this position are expected to bring broad administrative or organizational management experience with oversight of the formulation, operation, and/or evaluation of program policies. This experience will have been gained serving as a key manager in a position at a second or third organizational level in a governmental entity. In private industry, experience will have been as the CEO or executive leader overseeing a multitude of functions.

In addition to the previously stated requirements, the BOE is looking to attract individuals who also possess the following knowledge, characteristics, and competencies:

- Working knowledge of large organizations and the interplay between state government branches and their agencies and between federal, state and local governments
- Strong understanding of taxation, taxpayer rights advocacy, tax policy, and tax administration
- Ability to manage the work of the Board's professional and administrative staff
- Diverse and varied expertise, disciplines and skill sets
- Strong negotiating skills
- Ability to analyze organizational structure, systems, and procedures and to identify opportunities to improve and implement changes
- Familiarity with automation technology, including the ability to manage the implementation and administration of state-of-the-art technology projects
- Experienced in preparing short- and long-term program plans, including related implementation reporting programs
- Possesses a high level of initiative, dependability, tact, sound judgment, and adaptability
- Maintains very high ethical standards and is a person of exceptional character who naturally earns the confidence and trust of others
- Is outgoing, has excellent communication skills, and is able to work effectively with diverse groups of people

## COMPENSATION AND BENEFITS

Compensation for the Executive Director is negotiable. As an employee of the State Board of Equalization, the Executive Director also receives a comprehensive benefit plan including, but not limited to:

- Health
- Vision
- Dental
- Basic Group Life Insurance
- Long Term Disability Insurance
- Group Legal Services
- Defined Benefit Retirement Plan
- 401 (k) Plan and 457 Deferred Compensation Plan
- Leave Benefit Program
- State or Non-industrial Disability Insurance
- Relocation reimbursement allowance and transit and ride share reimbursement programs

## APPLICATION PROCESS AND RECRUITMENT SCHEDULE

To be considered for this position, please submit a resume and cover letter, including indication of current salary and the names of six work-related references, directly to:

CPS HR  CONSULTING

Pam Derby  
CPS EXECUTIVE SEARCH  
241 Lathrop Way  
Sacramento, CA 95815  
Tel: 916 / 263-1401  
Fax: 916 / 561-7205  
Email: [resumes@cps.ca.gov](mailto:resumes@cps.ca.gov)  
CPS Web site: [www.cps.ca.gov/search](http://www.cps.ca.gov/search)  
BOE: [www.boe.ca.gov](http://www.boe.ca.gov)

This position is open until filled. First review of resumes will occur on Friday, January 31, 2012.

Resumes will be screened in relation to the criteria outlined in this brochure. Candidates with the most relevant qualifications will be given preliminary interviews by the consultant. Candidates deemed most qualified will be referred to the Board Members. Selected candidates may be invited to participate in interview and selection activities with the Board members. A thorough background investigation and reference check process will take place simultaneously. Following these initial selection activities, the Board members will conduct a closed session meeting to confer and decide on the top candidate. Immediately following the closed session, the top candidate will be offered the position by the Board in open session.



BETTY T. YEE  
First District



SEN. GEORGE RUNNER (Ret.)  
Second District



MICHELLE STEEL  
Third District



JEROME E. HORTON  
Fourth District



JOHN CHIANG  
State Controller



## MASTER CONSULTING SERVICES AGREEMENT

**This Master Consulting Services Agreement (Agreement) is by and between Cooperative Personnel Services, dba CPS HR Consulting, a California joint powers authority (CPS), with offices at 241 Lathrop Way Sacramento, CA 95815 and the Agency named in the signature block at the end of this Agreement (Agency, hereafter referred to as Client), and is effective as of \_\_\_\_\_ (Effective Date). CPS and the Client shall be collectively referred to herein as the "Parties" and individually as a "Party."**

- A. Purpose.** This Agreement defines CPS consulting services, policies and procedures.
- B. Services.** CPS will provide certain consulting services (Services) to Client as set forth in Statements of Work that specifically reference this Agreement (each a Statement of Work). Each Statement of Work shall be substantially in the form attached hereto and incorporated into this Agreement as Exhibit "A" and shall be executed by an authorized signatory of CPS and by an authorized signatory of Client. CPS shall perform only the Services requested by Client, at the times, dates, and locations specified by Client. The terms and conditions of this Agreement shall apply to all Statements of Work executed by the parties during the term of this Agreement.
- C. Compensation.**
- 1. Payment.** Client will compensate CPS for Services by paying certain fees as set forth in the applicable Statement of Work. Client will reimburse CPS for business expenses as set forth in the applicable Statement of Work. Client will pay all invoices within thirty (30) days from receipt of invoice.
  - 2. Funding.** Client certifies that funding for compensation payable to CPS under this Agreement has been approved by Client's governing body, either as a part of the general operating budget or as a specific item. Client further certifies that it anticipates sufficient cash will be available for payment of compensation as required above.
  - 3. Late Payment.** Any invoices not paid within thirty (30) days may incur a service charge of the lesser of two percent (2%) or the maximum allowable by law per month on any outstanding overdue balances. In

addition, reasonable collection costs may be added to any invoice not paid within ninety (90) days.

- D. Taxes.** Except as expressly stated in any Statement of Work, the fees listed therein are in addition to, and not in lieu of, any additional fees, assessments, levies, taxes, etc. assessed against the transactions contemplated herein (Taxes). With the exception of Taxes imposed on CPS' net income, all Taxes shall be Client's responsibility. Client shall pay any Taxes, which CPS may be required to collect and remit, upon invoice.

**E. Term and Termination of Agreement.**

**1. Term.** The term of this Agreement is one (1) year from the Effective Date (Initial Term) hereof and thereafter shall automatically renew for successive one-year terms unless terminated by either Party.

**2. Immediate Termination upon Material Breach.** Either Party may terminate this Agreement immediately upon any material breach by the other Party.

**3. Termination Without Cause.** Either Party may terminate the Agreement without cause upon thirty days written notice to the other Party.

**4. Payment on Termination.** Upon termination without cause, Client shall pay CPS for all work performed through the effective date of termination. For termination upon material breach, Client shall pay CPS for all work performed which is in compliance with the terms of the Statement of Work.

**F. Limited Warranty.**

**1. Warranty.** CPS represents and warrants that: (i) it has the authority to enter into this Agreement; (ii) it will comply with applicable law; and (iii) it will provide Services in a workmanlike manner consistent with industry standards. The foregoing warranties shall apply as to each Statement of Work until accepted by Client.

**2. Warranty Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH HEREIN, CPS

EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE SERVICES AND THE WORK PRODUCT INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR IN RESPECT OF ANY THIRD-PARTY PRODUCTS OR SERVICES AND ALL WARRANTIES IMPLIED FROM ANY COURSE OF DEALING AND NO REPRESENTATIVE OF CPS IS AUTHORIZED TO GIVE ANY ADDITIONAL WARRANTY.

**G. Work Product.**

**1. Ownership.** Except as set forth in the Statement of Work, upon CPS' receipt of fees due under the Agreement, all studies, reports, documents and other writings prepared by CPS and its subcontractors, produced as a result of CPS' work, or delivered by CPS to Client in the course of performing services (collectively, "Work Product") shall become the property of Client and Client shall have the right to use the materials without further compensation to CPS or its subcontractors.

**2. Retention of Rights.** Notwithstanding Client's ownership of the Work Product, Client acknowledges and agrees that: (i) CPS has the right to re-use any of its know-how, ideas, concepts, methods, processes, or similar information, however characterized, whether in tangible or intangible form, and whether used by CPS in the performance of Services or not, at any time and without limitation, and (ii) CPS retains ownership of any and all of its intellectual property rights that existed prior to the Effective Date including, but not limited to, all methods, concepts, designs, reports, programs, and templates.

**H. Release of Information to Third Parties.** Each Party understands that information provided to government entities may be subject to disclosure under a public records or freedom of information act. Each Party hereto (each, a Recipient) shall protect and keep confidential all non-public information disclosed to Recipient by the other Party (each, a Discloser) and identified as confidential by Discloser, and shall not, except as may be authorized by Discloser in writing, use or disclose any such Confidential Information during and after the term of this Agreement. If CPS or Client receives a request for disclosure of Confidential Materials, such as a subpoena or a public records or freedom of information request, that Party shall immediately notify the other

Party of the request. Upon request, Client or CPS shall maintain the confidentiality of the Confidential Materials pending the grant or denial of a protective order or the decision of a court or administrative body as to whether the requested materials must be disclosed under the applicable public records statute. Client and CPS shall cooperate with each other in seeking any relief necessary to maintain the confidentiality of the Confidential Materials. Each Party shall defend, indemnify and hold the other harmless from any claim or administrative appeal, including costs, expenses, and any attorney fees, related to that Party pursuing protection of the Confidential Materials from disclosure.

**I. Indemnification.** CPS agrees to indemnify, defend, and hold Client, its agents, officers, employees and volunteers harmless from and against any and all losses, liabilities, damages, and costs (including reasonable attorney's fees) arising from or related to a claim of bodily injury or property damage resulting from CPS' willful misconduct or negligent performance of this Agreement; provided that, Client notifies CPS in a commercially reasonable time, in writing of any such claim and gives CPS (at CPS' expense) sole control of the defense of same and all negotiations for its settlement or compromise.

**J. Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NEITHER PARTY HERETO SHALL HAVE ANY LIABILITY OR RESPONSIBILITY FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING FROM LOSS OF PROFITS OR DATA), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CPS' LIABILITY FOR DAMAGES HEREUNDER SHALL NOT EXCEED THE AMOUNT OF FEES PAID BY CLIENT TO CPS UNDER THE APPLICABLE STATEMENT OF WORK.

**K. Miscellaneous.**

**1. Notices.** Any notice to the parties required or permitted under this Agreement shall be given in writing and shall be sent to the persons at the address listed in the applicable Statement of Work.

**2. Dispute Resolution; Remedies.**

(a) In the event of a dispute, the parties may agree to pursue mediation or either binding or nonbinding arbitration to resolve their dispute, under such rules as the parties may agree.

(b) If either CPS or Client determines it appropriate to file a judicial action, then, in addition to any other remedies available at law or in equity to the parties for breach of this Agreement, Client acknowledges that breach of this Agreement may result in irreparable harm to CPS for which damages would be an inadequate remedy and, therefore, in the event of a breach, in addition to its rights and remedies otherwise available by law, CPS shall be entitled to seek equitable relief, including injunction.

**3. Attorneys Fees.** If any legal action or arbitration or other proceeding is brought to enforce or construe the term of this Agreement or because of an alleged dispute, breach or default in connection with any provision of this Agreement, the successful or prevailing Party shall be entitled to recover reasonable attorneys fees and other costs incurred in that action, arbitration or proceeding in addition to any other relief to which it may be entitled.

**4. Governing Law.** This Agreement will be governed by the laws of the State of California without regard to its rules concerning conflict of laws.

**5. Force Majeure.** Neither Party shall be liable for delays caused by fire, accident, labor dispute, war, insurrection, riot, act of government, superior force, or any other cause reasonably beyond its control.

**6. Waiver.** The failure of any Party at any time or times to require performance of any

provision of this Agreement shall in no manner affect its right to enforce that provision at a later time. Nor shall the waiver by either Party of a breach of any provision of this Agreement be taken or held to be a waiver of the provision itself. No waiver shall be enforceable unless made in writing and signed by the Party granting the waiver.

**7. Entire Agreement; Modifications.** This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all other agreements, representations and warranties. All modifications and supplements to this Agreement must be in writing and signed by both parties.

**8. Counterparts; Facsimile Signature; Electronic Signature.** This Agreement may be executed in any number of counterparts. If this Agreement or any counterpart is signed and then faxed or e-mailed by PDF or otherwise, the faxed or -mailed copy bearing the signature shall be as good as the original, wet-ink signed copy for all intents and purposes.

**9. Authority to Sign.** The person signing this Agreement on behalf of the Client (the Principal Signer) represents that he or she is the head of the agency or is otherwise duly authorized to sign this Agreement and to bind the Client.

**10. Ambiguities.** As this Agreement has been voluntarily and freely negotiated by both parties, the rule that ambiguous contractual provisions are construed against the drafter of the provision shall be inapplicable to this Agreement.

**Cooperative Personnel Services dba  
CPS HR Consulting,  
A California Joint Powers Authority  
241 Lathrop Way, Sacramento, CA 95815**

**Client Name  
Client Address**

By: \_\_\_\_\_  
Authorized Signature

By: \_\_\_\_\_  
Authorized Signature

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit A**  
**SAMPLE**  
**STATEMENT OF WORK NO. \_\_\_\_\_**

This Statement of Work ("SOW"), effective \_\_\_\_\_, 200\_\_ ("Effective Date") is issued under and subject to all of the terms and conditions of the Master Consulting Services Agreement (the "Agreement"), dated as of \_\_\_\_\_ by and between Cooperative Personnel Services, dba CPS Human Resource Services, a California Joint Powers Authority ("CPS") with offices at 241 Lathrop Way, Sacramento, CA 95815 and \_\_\_\_\_ ("Client") with offices at \_\_\_\_\_.

Any modifications specified in this SOW shall be applicable only to the parties hereto and shall not affect the Agreement or any other agreement. All changes to this SOW must be mutually agreed to and executed in writing by duly authorized representatives of both parties as an amendment to this SOW.

Capitalized terms used herein shall have the meanings ascribed to them in the Agreement.

1. SERVICES: **[Project Description or Attach Proposal].**
  
2. CLIENT RESPONSIBILITIES:
  - a. Client must timely perform all those Client roles and responsibilities set forth in this SOW.
  - b. Client is responsible for: **[include detailed list of Client responsibilities]**
  
3. START DATE(S):
  
4. COMPLETION DATE(S):
  
5. CPS PROJECT MANAGER:                      Phone Number:
  
6. CLIENT MANAGER:                      Phone Number:
  
7. BUSINESS EXPENSES:
  
8. SERVICE FEES: **[Include the numbers and select either (a) or (b) below as appropriate.]**
  - a. **[For T&M work.]** All Services provided to Client by CPS hereunder are priced on a TIME AND MATERIALS basis. Any estimates provided by CPS to Client, whether written herein or given orally, shall not be binding on CPS or convert this SOW into a fixed price engagement with respect to such Services. Any such estimates are for informational purposes only, and the actual fees payable by Client may be higher or lower than such estimates.
    - CPS will invoice Client at the rate of \$ \_\_\_\_\_ per hour for Project Manager hours, \$ \_\_\_\_\_ per hour for Consultant hours and \$ \_\_\_\_\_ per hour for Technical hours. Incidental expenses such as

lodging, parking, meals, mailing costs, etc., will be billed at actual cost, if applicable. Mileage will be billed at the current U.S. Internal Revenue Services approved rate. Expenses are estimated at \$\_\_\_\_\_. Total cost not to exceed \$\_\_\_\_\_.

OR

b. **[For Fixed Price work.]** All Services provided to Client by CPS hereunder are priced on a FIXED PRICE basis. All amounts are based upon the following assumptions. Any deviations from the following assumptions may result in an increase in the Fees: (i) Client will timely perform its responsibilities as set forth in this SOW; (ii) Services will normally be performed during normal business hours, Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding CPS holidays ("Normal Business Hours"); and (iii) **[include any other assumptions as required]**.

• CPS will invoice Client at the fixed fee rate of \$\_\_\_\_\_, plus expenses, billed in \_\_\_\_\_ **monthly installments [or insert milestone schedule]**. Incidental expenses such as lodging, parking, meals, mailing costs, etc., will be billed at actual cost and are estimated at \$\_\_\_\_\_. Mileage will be billed at the current U.S. Internal Revenue Services approved rate.

c. Invoices will be submitted for payment on a **monthly** basis. Client will pay CPS within thirty (30) days following receipt and approval of a proper consultant invoice.

9. In the event the project is terminated early, CPS will be paid such amount as is due for professional services performed and out-of-pocket expenses incurred up to and including the effective date of termination.

**EACH PARTY ACKNOWLEDGES THAT IT HAS READ THIS SOW, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

**Cooperative Personnel Services dba CPS Human Resource Services, A California Joint Powers Authority** **[INSERT CLIENT NAME]**

By:     **SAMPLE – DO NOT EXECUTE**      
Authorized Signature

By:     **SAMPLE – DO NOT EXECUTE**      
Authorized Signature

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_