

MASON, GRIFFIN & PIERSON
A PROFESSIONAL CORPORATION
COUNSELLORS AT LAW

MEMORANDUM

To: Mayor and Council of Princeton

From: Trishka W. Cecil, Municipal Attorney



Date: May 22, 2014

**Re: Princeton Administrator Position: Summit Collaborative Advisors, LLC
Supplemental Agreement**

Princeton Administrator, Robert Bruschi has announced his intention to retire from his position effective December 31, 2014. The Mayor and Council therefore will be charged with the responsibility of hiring a new Administrator for Princeton effective January 1, 2015.

In order to assist with this task, the Mayor and Council retained Summit Collaborative Advisors, LLC (Reagan Burkholder) to assist the Mayor and Council in its search for a new administrator, for a sum not to exceed \$4,500.00. The Mayor & Council have since determined to expand the selection process; to that end, Summit Collaborative has submitted a proposal dated May 9, 2014 (attached) to conduct a broadened search that will involve outside candidates in addition to the current candidate.

I have prepared and attach hereto a proposed resolution and supplemental agreement to retain Summit Collaborative Advisors, LLC for the broadened search for a not-to-exceed cost of \$14,000.00. The scope of services to be provided under the supplemental contract is as described in the attached May 9, 2014 proposal. We would appreciate it very much if you would consider approving the resolution and contract at your meeting on May 27, 2014.

TWC:kaj

cc: Robert W. Bruschi, Administrator
Kathryn Monzo, Assistant Administrator
Linda McDermott, Clerk
Robert V. Kiser, P.E., Princeton Engineer

COUNTY OF MERCER

PRINCETON

STATE OF NEW JERSEY

RESOLUTION

WHEREAS, the current Princeton Administrator has indicated to the Mayor and Council his intention to retire from his position effective December 31, 2014; and

WHEREAS, the Mayor and Council have retained Summit Collaborative Advisors, LLC to assist with the process of hiring a new Administrator for Princeton; and

WHEREAS, the Mayor and Council wish to expand the selection process and broaden the search to include outside candidates in addition to the current candidate; and

WHEREAS, Summit Collaborative has submitted a proposal dated May 9, 2014 to conduct this expanded search for a not-to-exceed cost of \$14,000.00; and

WHEREAS, this proposal is below the bidding threshold required by the provisions of the New Jersey Local Public Contracts Law, *N.J.S.A. 40A:11-1 et seq.*

NOW THEREFORE BE IT RESOLVED by the Mayor and Council of Princeton as follows:

1. The Mayor and Clerk are hereby authorized and directed to enter into a supplemental agreement with Summit Collaborative Advisors, LLC, 27 Argyle Court, Summit, New Jersey, 07901 for a sum not to exceed \$14,000.00 to assist the Mayor and Council in the process of hiring a new Administrator for Princeton as of January 1, 2015. The supplemental agreement authorized by this resolution is on file in the office of the municipal clerk and may be inspected during regular office hours.

2. This agreement is being awarded without competitive bidding since the amount of the contract does not exceed the bidding threshold of the New Jersey Local Public Contracts Law, *N.J.S.A.40A:11-1 et seq.*

3. A notice of the award of this contract shall be published upon its adoption in the Princeton Packet within 10 days of adoption of this resolution.

CERTIFICATION

I, Linda S. McDermott, Clerk of Princeton, do hereby certify that the foregoing Resolution was considered and adopted by the Princeton Council at its regular meeting held on the 27th day of May, 2014.

Linda S. McDermott, Clerk
Princeton

SUPPLEMENTAL AGREEMENT

This Supplemental Agreement entered into on this 27th day of May, 2014 by and between Princeton, a municipal corporation of the State of New Jersey, 400 Witherspoon Street, Princeton, New Jersey, 08540 (hereinafter referred to as "Princeton") and Summit Collaborative Advisors, LLC, 27 Argyle Court, Summit, New Jersey, 07901 (hereinafter referred to as "Consultant").

WITNESS

WHEREAS, Princeton has embarked on a process to hire a new Administrator for Princeton as of January 1, 2015; and

WHEREAS, by Agreement dated April 7, 2014, Princeton retained the Consultant to assist the Mayor and Council with this task; and

WHEREAS, the Mayor and Council wish to broaden the search for a new Administrator; and

WHEREAS, the Consultant has submitted a proposal dated May 9, 2014 to provide assistance to the Mayor and Council with the broadened search, for a not-to-exceed cost of \$14,000.00; and

WHEREAS, said proposal does not exceed the bidding threshold established by the New Jersey Local Public Contracts Law, *N.J.S.A. 40A:11-1 et seq.*; and

WHEREAS, the Mayor and Council have adopted a resolution authorizing the award of a contract to the Consultant for this purpose.

NOW THEREFORE, Princeton and the Consultant agree as follows:

1. Princeton hereby retains the Consultant to assist the Mayor and Council in an expanded search process that will lead to the hiring of a new Administrator for Princeton effective January 1, 2015.

2. The scope of the Consultant's tasks in performing the broadened search is as set forth in the Consultant's proposal dated May 9, 2014, attached hereto as Exhibit "D" and made a part hereof.

3. Princeton agrees to compensate the Consultant to perform these tasks and provide other assistance to the Mayor and Council which the parties deem appropriate for a sum not to exceed \$14,000.00.

4. The parties to this agreement hereby incorporate by reference into it the affirmative action/non-discrimination requirements as set forth on Exhibit "A", attached.

5. The parties to this agreement hereby incorporate into it the requirements to satisfy the New Jersey Business Registration Act as set forth on Exhibit "B", attached.

6. The parties hereby incorporate into this agreement the requirement to adhere to the New Jersey Pay-to-Play regulations as set forth on Exhibit "C", attached.

IN WITNESS WHEREOF, the parties have hereunto set their hand and seal the day and date first written above.

ATTEST:

Linda McDermott, Clerk

PRINCETON

By: _____
Liz Lempert, Mayor

**SUMMIT COLLABORATIVE ADVISORS,
LLC.**

By: _____
Reagan Burkholder, Managing Member

EXHIBIT A

**AFFIRMATIVE ACTION/ EQUAL EMPLOYMENT GOAL COMPLIANCE
ATTACHMENT**

for

**PROCUREMENT AND SERVICE CONTRACTS, INCLUDING
PROFESSIONAL SERVICES AGREEMENTS**

Pursuant to N.J.A.C. 17:27-3.5(a)1 and 4.3(a)1, each vendor (also referred to herein as "contractor") shall submit to Princeton (also referred to as "public agency" or "agency"), after notification of award but prior to execution of a goods and services contract with Princeton, one of the following three documents:

- (1) Appropriate evidence that the contractor is operating under an existing Federally approved or sanctioned affirmative action program; or
- (2) A certificate of employee information report approval, issued in accordance with N.J.A.C. 17:27-4; or
- (3) An employee information report (Form AA302) provided by the Division and distributed to Princeton to be completed by the contractor, in accordance with N.J.A.C. 17:27-4. A contractor shall not be eligible to submit nor shall Princeton accept an employee information report unless the contractor certifies and agrees to the following: The contractor, where appropriate, certifies that he or she has never before applied for a certificate of employee information report in accordance with rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time; and agrees to submit immediately to the Division a copy of the employee information report.

A contractor shall not enter into a binding subcontract with a subcontractor unless the subcontractor has submitted to said contractor one of the three documents listed above.

During performance of this contract, the contractor agrees as follows:

A. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that all employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including

apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the public agency compliance officer setting forth provisions of this nondiscrimination clause.

B. The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

C. The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

E. The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with:

- (1) Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2; or
- (2) Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

F. The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

G. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions;

H. In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry,

marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

I. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance and EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code (N.J.A.C. 17:27)**.

As required by N.J.S.A. 10:2-1 (“Discrimination in employment on public works; contract provisions; set-aside programs”), the contractor agrees as follows:

A. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

B. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

C. There may be deducted from the amount payable to the contractor by Princeton, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

D. This contract may be canceled or terminated by Princeton, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from Princeton of any prior violation of this section of the contract.

EXHIBIT B

BUSINESS REGISTRATION & SALES & USE TAX ADDENDUM

P.L. 2004, c.57 (N.J.S.A. 52:32-44) imposes the following requirements on contractors and subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

A. Proof of Contractor's Business Registration

The contractor must provide a copy of its business registration certificate issued by the Department of the Treasury or such other form or verification that the contractor is registered with the Department of the Treasury. Proof of business registration must be submitted no later than at the time of execution of this contract.

B. Proof of Subcontractors' Business Registration

The contractor shall not enter into any contract with a subcontractor under this contract unless the subcontractor first provides proof of valid business registration to the contractor. Also, if the contractor subcontracts any of the work:

1. The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor. Subcontractors through all tiers of the project must provide written notice to their subcontractors to submit proof of business registration, and subcontractors shall collect such proofs of business registration.
2. The contractor shall forward copies of proof of the subcontractors' business registrations to the contracting agency.
3. The contractor shall maintain and submit to the contracting agency a list of subcontractors and their addresses that may be updated from time to time during the course of the contract performance.
4. Before final payment is made by the contracting agency under this contract, the contractor shall submit to the contracting agency a complete and an accurate list of all subcontractors, along with their proof of business registration (if not previously provided), used in fulfillment of the contract. If no subcontractors were used, the contractor shall attest to same prior to final payment.

A contractor or subcontractor who fails to provide proof of business registration or provides false information of business registration shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each proof of business registration not properly provided under a contract with a contracting agency.

C. Sales and Use Tax

For the term of this contract, the contractor and each of its affiliates shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and

Use Tax Act,” P.L. 1966, c.30 (C.54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State.

In the event the contractor subcontracts any of its work, the contractor shall include within its subcontracts the requirement that, for the term of this contract, the subcontractor and each of its affiliates shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the “Sales and Use Tax Act,” P.L. 1966, c.30 (C.54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State.

Information on the law and its requirements is available by calling (609) 292-9292.

EXHIBIT C

NEW JERSEY "LOCAL UNIT PAY-TO-PLAY LAW" COMPLIANCE

Political Contribution Disclosure

This Agreement has been awarded to CONTRACTOR/CONSULTANT based on the merits and abilities of CONTRACTOR/CONSULTANT to provide the goods or services as described herein. This Agreement was not awarded through a "fair and open process" as that phrase is defined in *N.J.S.A. 19:44A-20.7*. As such, CONTRACTOR/CONSULTANT hereby certifies that CONTRACTOR/CONSULTANT (including persons and other business entities having an interest in CONTRACT/CONSULTANT as defined by *N.J.S.A. 19:44A-20.7*) has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to *N.J.S.A. 19:44A-1 et seq. (i.e., in excess of \$300.00)*, in the one (1) year period preceding the award of this Agreement that would, pursuant to P.L. 2004, c.19 affect its eligibility to perform this Agreement, nor will it make a reportable contribution during the term of this Agreement to any municipal committee of a political party if a member of that political party is serving in an elective public office for Princeton when the Agreement is awarded, or to any candidate committee of any person serving in an elective public office for Princeton when the Agreement is awarded.

May 9, 2014

The Honorable Mayor
and Members of the Princeton Council
400 Witherspoon Street
Princeton NJ 08540

PROPOSAL FOR EXPANDED EXECUTIVE SEARCH

Dear Ladies and Gentlemen:

In response to your request, I am pleased to submit this proposal to expand the community's selection process for a new administrator. Under this proposal, Summit Collaborative Advisors LLC (**sCa**) will conduct a broadened search that will involve outside candidates in addition to the current candidate.

PROPOSED SCOPE OF WORK

The work will consist of three elements:

1. General preparation for the search (some of which has already been done)
2. The search
3. Selection and appointment of a new administrator

General preparation for the search

This element includes work that has already been done, consisting of initial meetings; survey of desired KSAs; and staff interviews. In addition, **sCa** will meet with the governing body to discuss the survey results and to set goals for new administrator; clarify residency and salary issues in preparation for broadening the search; develop a "challenge statement" giving the potential candidates important information about the town and the job (sample attached); create a comprehensive application package; and develop a list of candidates to be approached personally.

The application process should be managed through Princeton's website so that you maintain control of documents. **sCa** will prepare a web-ready package for your IT staff to place on the site. Your staff should receive applications and distribute them electronically to members of the governing body and to **sCa**. All parties must carefully guard confidentiality of the applicants' identities and their applications.

As part of this element, **sCa** will also prepare a draft position description for your review and approval.

This element includes one meeting with the governing body (already scheduled for Monday, May 12). All additional interaction will be accomplished by email, document sharing, or telephone.

The search

During this element, sCa will prepare a position notice; place the notice with the NJ League of Municipalities, the NY State City/County Management Association (already confirmed) and the Association of Pennsylvania Municipal Management (not yet confirmed); solicit interest in the position from well-respected mid-career and senior municipal managers within New Jersey; review all applications for completeness and distribute them to the governing body; prepare a summary of applications, with comments; meet with the governing body to review applications and choose semifinalists; notify all applicants of their status.

During the application review, sCa will help you divide the applicants into three categories

1. Highly qualified and suitable for consideration as semifinalists
2. Conditionally qualified
3. Not qualified

This element is meant to yield five or six semifinalists who will be invited to a rigorous selection process. It includes one meeting with the governing body to review applications and select semifinalists.

Selection and appointment of a new administrator

As part of this element, sCa will prepare exercises and suggest interview questions to be used during the selection; schedule the candidates; arrange for the all-day process, including tours of Princeton and meetings with department managers.

Once you have chosen two finalists, sCa will conduct background and reference checks; schedule the finalists for interviews; and work with your attorney to develop an employment agreement.

Upon your selection of a new administrator, sCa will negotiate final terms, including a multiyear performance-based salary plan and a starting date (if necessary).

This element includes one full-day meeting of the governing body to meet with candidates; a meeting to select two finalists; two meetings to interview finalists, the second of which will include time to make a selection of the new administrator.

CONSULTANTS ASSIGNED

I propose to have one of the most respected municipal managers and consultants in New Jersey, Gregory C Fehrenbach, to join me in this work. Greg and I have often worked together in the past, and he brings important knowledge and qualities to this search. Each of us will perform work independently except during the actual selection process, when both of us will review applications and take part in the interview process.

In addition to my own, I have included his résumé with the proposal.

PROPOSED FEE

Including work already finished, the total proposed fee is \$18,500. Princeton's net additional cost would be \$14,000 above the \$4500 you have already approved for the internal review.

This includes all professional fees, secretarial and other services, office expenses, and travel, except as noted under Princeton's responsibilities, below, or if there is any significant

expansion of the scope of work. Any additional meetings with the governing body would incur an additional charge of \$500 (per consultant, if you required both to attend).

Please note that this proposal does not envision Princeton's use of a search committee or meetings with any standing committee of the council. If you intend to utilize either of these during the process – entailing additional meetings with the consultant(s) – the fee will need to be reconsidered.

Payment schedule:

- At the end of the General preparation element 25%
- At the end of the Search element 25%
- At the end of the process 50%

TIME SCHEDULE

This schedule assumes that Princeton chooses a search consultant by the end of May.

- Position notices on Princeton, NJ League, and professional websites June 10
- Application due date July 14
- Selection of semifinalists July 25
- All-day meetings with candidates (see note*) September 6
- Interviews of finalists + selection September 20
- New administrator at work October 27

PRINCETON'S RESPONSIBILITIES

In conjunction with the work that sCa will perform, Princeton will be expected to:

- Respond quickly to any issues that arise, and to requests for review and comment on written materials.
- Refer all potential candidates to the process, regardless of how they learned of the recruitment or came to your attention.
- Handle all required notices for meetings and provide space and materials for those meetings.
- Pay directly for the costs of advertising and website modifications.
- Make staff available to receive and distribute applications and other materials on a confidential basis; pay associated costs.
- Make department heads available to escort candidates on tours of the town and your facilities, and to attend a reception for the candidates.
- Pay travel expenses for any semifinalist or finalist for whom Princeton is more than a three-hour drive; pay for meals and accommodations for any semifinalist or finalist who reasonably needs to stay overnight in connection with the process; pay the cost of any social events scheduled during the process; pay any incidental costs of refreshments or materials used during the selection process.

* It is important for this meeting to be scheduled now so that all elected officials and all candidates can put it on their calendars.

- On the day when candidates meet with you, make six members of the office support staff available to assist the candidates with computers, printers, copiers, etc; make one workstation with a computer and materials available to each of the candidates.
- Arrange and pay any costs of credit checks and physical examinations for the selected candidate.

SPECIAL CONDITIONS

1. Princeton will incorporate the terms of this proposal into any written agreement, directly or by reference.
2. If Princeton is dissatisfied with the work of Summit Collaborative Advisors, LLC, it will give sCa official notice of its dissatisfaction along with a 15-calendar-day opportunity to make corrections. If sCa has not corrected the problem within that period, you may terminate the contract by giving immediate notice. In that event, you will pay sCa any fees earned up until the initial notice of dissatisfaction.
3. If Summit Collaborative Advisors, LLC, believes that Princeton has abandoned the process, failed to respond to sCa, or is otherwise unreasonably interrupting the process, sCa may notify you in writing of its concern along with a request to resume the process within 15 calendar days. If, after the 15-day period, the issue has not been resolved, sCa may abandon the process with no further responsibility to Princeton. In that event, you will pay sCa any fees it has earned up until the initial notice of concern.
4. The parties may jointly agree to terminate the agreement at any time, upon mutually satisfactory terms.

LIMIT OF LIABILITY; HOLD HARMLESS & INDEMNIFICATION

The limit of Summit Collaborative Advisors, LLC's liability to Princeton shall be the amount of the contract fee already paid.

Recognizing that all substantive decisions during this process will be made by Princeton's governing body and not sCa, Princeton agrees to indemnify and hold sCa harmless from any claims growing out of its decisions or actions as a result of this agreement.

SUMMARY

Greg Fehrenbach and I look forward to working with you on this process, which we believe will give you a deeper and more comprehensive view of the candidates than a traditional process would. Please contact me if you have any questions.

Yours truly,



Reagan Burkholder

Copy to Robert Bruschi

Attachments Reagan Burkholder résumé and profile
Gregory Fehrenbach résumé
Sample challenge statement

REAGAN BURKHOLDER
summit Collaborative advisors LLC

27 Argyle Court
Summit, NJ 07901
908 522 0666
reagan@sca-llc.com

PROFESSIONAL EXPERIENCE

Principal, Summit Collaborative Advisors LLC since Jul 02
City Administrator Summit NJ May 85 - Jun 02
21,000 pop, 210 employees
Township Manager East Windsor NJ Aug 78 - Apr 85
22,000 pop, 125 employees
Borough Administrator Leonia NJ Apr 74 - Aug 78
8,500 pop, 65 employees
Planning coordinator Norwich CT Jan 70 - Jun 73
Radio & newspaper journalist Sep 66 - Dec 69

EDUCATION

MA in Public Administration
University of Connecticut May 74
BA in Liberal Studies
University of Notre Dame Jun 66

AWARDS & RECOGNITIONS

Outstanding management awards
NJ Municipal Management Association 1982, 1991, 2001
Management innovation award
American Society for Public Administration 1982

OTHER ACTIVITIES

Instructor, Powers & Duties of the Local Elected Official
Center for Government Services, Rutgers University, 1979 - 2009
NJ Municipal Management Association
Officer & president, 1980 - 1986
Summit Area Public Foundation
Trustee, since 2008
City of Summit
Mayor's Partnership for Public Art, 2003 - 2011 (co-chair 2010)
Summit Downtown, Inc
Retail Enhancement Committee, 2002-2005 (chair)
Speaker & panelist
State and international municipal conferences, since 1982
Budget award judge
Government Finance Officers Association, 1992 - 1995
Board of visiting peers
National Association of Schools of Public Affairs &
Administration, 1994 - 2007

summit Collaborative advisors, LLC

REAGAN BURKHOLDER, PRINCIPAL

27 Argyle Court Summit NJ 07901

1 908 522 0666

reagan@sca-llc.com

ABOUT THE FIRM

summit Collaborative advisors, LLC is a consulting firm focused on the special needs of local government in New Jersey.

summit Collaborative advisors works closely with municipal officials and staff to provide expert advice on issues involving leadership, governance, management, and operations.

summit Collaborative advisors has helped more than forty New Jersey municipalities on issues of goal setting, performance measurement, strategic use of technology, personnel management, departmental operations, and shared services.

ABOUT REAGAN BURKHOLDER

Reagan Burkholder has more than 40 years of experience in local government. He is the firm's Principal Advisor. He worked in local government management from 1970 until 2002, and as a consultant to municipal government since then. Before his government career, he was a journalist who focused on local government affairs.

Reagan's successful government career also gives him access to other experienced advisors with technical and practical expertise in a variety of local government operations.

He has been honored many times for management excellence. He has frequently made presentations at state and international municipal conferences. He has worked in rural, suburban, and urban settings.

Reagan served 17+ years as chief administrative officer in Summit, NJ. During that time, the city moved to the forefront of effective, efficient management practices. It integrated ambitious capital improvements into its budget. It repeatedly won statewide recognition for its public-information program. It consistently earned Triple-A ranking from bond rating agencies.

Known for his ability to distill complex issues, develop effective solutions, and successfully focus public decision-making, Reagan formed Summit Collaborative Advisors in 2002.

GREGORY C. FEHRENBACH
40 YORKTOWN ROAD
EAST BRUNSWICK, NEW JERSEY 08816
732-238-9660

PROFESSIONAL EXPERIENCE

PRINCIPAL
9-04 to Present

GOVERNMENT MANAGEMENT ADVISORS, LLC

Owner of consulting firm specializing in providing general and financial management services to local governments. Key subject areas include recruiting, conducting executive searches, interim management, labor relations, human resources management, interlocal services, development of policy alternatives and organizational analysis. Clients include NJ State League of Municipalities, NJ Association of Counties, Livingston, Somerdale, Hopatcong, Edison, among others.

**COUNTY
ADMINISTRATOR**
7-01 to 8-04

COUNTY OF SUSSEX, NJ

Chief Executive Officer (CEO) for a county government serving a population of 150,000 with over 800 employees having budgets totaling over \$85 million. The county government is the third largest employer in the county and its services are quite vital to the service population.

- Instituted mutual gains bargaining among collective bargaining units.
- Maintained a stable tax rate. (During my tenure the tax rate was reduced to below the 1995 level.)

ADMINISTRATOR
3-97 to 7-01

TOWNSHIP OF PISCATAWAY, NJ

Chief Administrative Officer (CAO) of a regional employment center with a resident population exceeding 50,000. 270 full time employees serve the community, which includes the largest campus of Rutgers University and the largest installations of Telcordia Technologies (Bellcore).

- Managed \$2.2 million revenue deficit while obtaining Aa bond rating from Moody's.
- Also served as Chief Financial Officer.

**MUNICIPAL
MANAGER**
3-93 to 5-97

TOWNSHIP OF LAKEWOOD, NJ

Chief Executive Officer (CEO) of the only urban center in Ocean County. Lakewood's population is 60,000, with 360 full time employees, \$32 million operating budget and \$3.0 million capital budget. Responsibilities are quite similar to previous three (3) positions.

CITY

ADMINISTRATOR

3-89 to 5-93

CITY OF NEW BRUNSWICK, NJ

Chief Administrative Officer (CAO) of regional center having a population of 42,000/100,000, 750 employees, \$50 million operating/utility budgets and \$5 million capital budget.

ADMINISTRATOR

5-85 TO 4-89

TOWNSHIP OF EAST BRUNSWICK, NJ

Chief Administrative Officer (CAO) under strong mayor form for suburban employment/commercial center with population of 44,000. Responsible for \$29 million operating/utility and \$4 million capital budgets and 600 full and part time employees. Served as Class II member of Planning Board.

TOWNSHIP MANAGER

8-78 to 9-85

TOWNSHIP OF OCEAN (Monmouth County), NJ

Manager (CEO) of a suburban community with a population of 25,000. Responsible for directing the organization's \$10 million operating and \$1.5 million capital budgets and 250 employees.

DEPUTY AND ACTING
TOWNSHIP MANAGER

9-74 to 9-78

TOWNSHIP OF MOORESTOWN, NJ (16,000)

Responsible as Manager of selected departments and maintained close working relationship with others.

SENIOR PLANNER

11-70 to 9-74

BUREAU OF PLANNING AND PLANNING COMMISSION

CITY OF EASTON, PA (30,000)

Served as Zoning Officer, staff to Planning and Zoning Boards, staff to task forces on public health, development of a health code, and signage ordinance. Performed land use, transportation, environmental and redevelopment planning.

RESEARCH
TECHNICIAN

9-69 to 11-70

SOCIAL DEVELOPMENT COMMISSION, MILWAUKEE, WI

Assisted in neighborhood economic development and housing development programs for CAP agency.

EDUCATION

A.B. King's College (Government/Economics) 1969

M.A. University of Wisconsin (Urban Affairs) 1970

POST DEGREE
TRAINING

Certificate in Labor Relations - Rutgers. Continuing education in management, labor relations, finance, and planning including Kepner-Tregoe Government Management Seminar, AMA offerings and the Municipal Executive Program (Rutgers University), Certified Finance Officer and Credentialed Professional Manager ongoing training.

PROFESSIONAL ACHIEVEMENTS

Published papers for ICMA Management Information Service and several articles for New Jersey Municipalities on subjects such as interlocal services, planning administration, financial management, local public contracts law compliance, state government services to local government and personnel administration.

Recipient of Outstanding Service to Local Government Award – NJMMA, 2004.
Recipient of Local Government Management Excellence Award - NJMMA, 1996.
Recipient of Local Government Management Excellence Award – NJMMA, 1980.

Commissioner of DCA appointment to Site Improvement Advisory Board 1993-2001.

Governor's appointment to Public Employee Occupational Safety and Health Act Advisory Board 1984 through 1990.

Adjunct faculty member of Rutgers University, and former member of Kean College, Monmouth College and Pennsylvania State University in Public Administration and Business Management. Former instructor for the ICMA Training Institute.

Member and Alternate, Executive Committee, Central Jersey Joint Insurance Fund (CJJIF), 1998-2001 and Member of statewide Environmental Joint Insurance Fund (EJIF).

Member, Executive Committee, Ocean County Municipal Joint Insurance Fund (OCMJIF) 1993 - 1995 and Ocean Monmouth Regional Employee Benefit Fund 1993 - 1997.

Member, Board of Directors and Executive Board, New Brunswick City Market, Inc. (Special Improvement District) 1989 to 1993.

Member, Board of Directors of New Jersey Municipal Management Association - 1980-1988 holding the offices of Legislative Liaison, Treasurer, Vice President and President.

Member, International City Management Association (ICMA), International Committee of ICMA, American Planning Association (APA), American Institute of Certified Planners (AICP), the NJ League of Municipalities Legislative Committee and the Executive Board of the New Jersey Association of Counties (NJAC). Registered as a Professional Planner (P.P.) in the State of New Jersey and Nationally (AICP).

Certified Municipal Finance Officer (C.M.F.O.) - 1994. Certified County Finance Officer (C.C.F.O.) – 1995. Qualified Purchasing Agent (Q.P.A.) – 2002. Certified Professional Manager (ICMA) – 2003.

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Job profile & community statement

City Administrator City of Summit, New Jersey

Background on Summit, New Jersey

Summit, located in Union County, 25 miles west of New York City, is one of the metropolitan area's premier suburban communities. It is ideally situated atop the second range of the Watchung Mountains, with urban New Jersey on one side and rural hills and valleys on the other.

Its train station is one of the most active in the Northeast, with a direct connection to Manhattan. Major highways form two of its borders without intruding into the city itself.

While Summit is known as an affluent community, it is home to a broad economic and ethnic cross-section, largely mirroring the makeup of the nation as a whole. Some of Summit's houses routinely sell for millions of dollars, but the city also provides almost 200 units of subsidized public housing for low-income residents and families. One third of its dwelling units are apartments, either rental, condominium or co-operative.

Summit's 21,000 residents are an international group, speaking 39 languages. Its schools are among the best in the country. A recently renovated, pedestrian-friendly downtown employs about 1900 people in more than 200 retail stores and restaurants and innumerable business and professional offices. Celgene and Schering-Plough – both major pharmaceutical companies – have purchased campuses in Summit and announced plans to move operations and hundreds of employees to the city. Overlook Hospital is both an important community resource and major employer. Overall, about 10,000 people work in Summit, making it a net employer.

Organizational Design and Governance

The Township of Summit was incorporated as a city at a special charter election in 1899. The first ordinance adopted by the Common Council provided that the mayor and council would serve without pay; that ordinance still stands.

A mayor, elected at-large for four years, and a seven-member Common Council govern the city. Three members are elected from each of two wards for three years and one member is elected at-large for two years. The next partisan election is November 2005, when three seats are up for election.

The mayor has no vote in council actions, except to break a tie or to veto council actions. The mayor is, by charter, head of the police department, through the appointment of the chief of police. The mayor also appoints members of various city boards subject, in some cases, to confirmation by the council. Principal appointments include members of boards responsible for education, health, recreation, planning, and library services.

Summit is one of approximately 20 school districts in New Jersey in which the mayor appoints the school board. A board of school estimate approves the school budget. It consists of the mayor as chair and two members each from the council and board of education.

The Common Council is the city's legislative body. The council annually elects a president who presides at meetings. It appoints municipal officers and members of certain boards, including the zoning board. The council does much of its oversight work through standing committees of two members each. The committees research and investigate issues and make reports to the full council. They have no administrative authority.

The Common Council, by authority granted in the charter [link to http://www.cityofsummit.org/pdf/library/summitcharter.pdf](http://www.cityofsummit.org/pdf/library/summitcharter.pdf), created the position of city administrator. The city administrator is the chief administrative officer of the city and is responsible to the Common Council for the efficient administration of the city. Although the charter designates the mayor as chief executive, a charter-sanctioned ordinance [link to](#)

<http://www.cityofsummit.org/pdflibrary/administratorordinance.pdf>> delegates to the administrator considerable authority and responsibility over the daily operation of all city departments and functions. Removal requires a 2/3 vote of the Common Council and three months severance payment.

Summit has had two city administrators since 1985.

The city has approximately 210 fulltime and regular part-time employees, plus seasonal employees supported by an operating budget of \$33 million. It holds Triple-A ratings from all three major bond-rating services

Challenges for the city administrator

With a long history of professional management and supportive elected leadership, the community is accustomed to a high level of public service and does not lack for quality infrastructure and programs.

This is not to say that the community lacks challenges:

- **Public Finance.** The city's financial condition is sound, but real estate taxes, which average over \$13,000 per single-family dwelling, are a major concern in the city. The community expects a high level of service at the highest level of quality, and Summit residents' tax burden is actually lower than in many comparable communities. Nonetheless, the concern remains active in the minds of residents, their elected representatives, and city staff.

The city administrator will be challenged to maintain service levels while controlling costs and tax increases. The city administrator will be expected to analyze all relevant factors and provide the Common Council and the city's residents with clear guidance on a short- and long-term financial strategy, and to ensure that the city is using the best, most efficient, most effective practices and methods of delivering services.

While most of the city's major capital needs were addressed over the last decade, the school system continues to face unprecedented growth-related issues. With school enrollment soaring, there is related pressure on city recreation facilities. A major challenge facing the city is to balance its own remaining capital needs with those of the school system.

- **Demographics.** Summit's population is becoming even more diverse than in the past.

The fastest-growing segments of the population, in economic terms, are the highest income (many with young children) and the lowest income groups. Housing costs are hindering middle income persons from moving to the city. The portion of the city's workforce that can afford to live in the city is shrinking.

The Latino population has doubled over the last decade. Some 39 languages or dialects are spoken in Summit's homes. Many minority residents are living in overcrowded conditions and are among the least likely of Summit's residents to seek services.

The city administrator will be challenged to meet the needs of this diverse community and to find means of reaching those most in need of community services. The administrator will need strong public consensus-building skills.

- **Community Development.** Summit has evolved from a suburban town to a regional hub. Considerable effort is underway to ensure the long-term viability of its downtown, which competes with a nearby shopping mall of national stature.

Additional parking and improved traffic management are perennial issues, despite construction of new facilities and innovative use of resources.

- **Volunteerism.** Summit has a long tradition of active community involvement. In addition to the city and the school district, there are many non-governmental organizations providing direct services to the community, mainly in the areas of recreation and social work.

The city administrator will be challenged to work with elected officials to nurture this community resource and to blend the efforts of the volunteers with that of the city staff seamlessly.

- **Staff Development, Recruitment and Leadership.** Summit is served by highly professional, skilled department managers. Some are long serving and/or tenured, while several are new to their positions. The complexity of the governmental structure will require sensitive handling and insight to facilitate coordination and cooperation among department heads and among their departments.
- **Service Delivery.** The community expects that municipal services will be delivered in a cooperative, respectful, business-like way. A major responsibility of the city administrator is to lead a customer-service organization that provides a wide range of services and programs broadly supported by the electorate.

Given the pressing fiscal constraints, including the impact of new state-imposed limits on municipal budgets, the common council, the city administrator, and city staff will need to examine policies and structure of service delivery closely, in order to maximize efficiency and effectiveness.

The Ideal Candidate

Summit is accustomed to a hands-on leader working largely behind the scenes. The traditional structure of the government requires a leader adept at building consensus rather than merely exercising administrative authority.

The common council wants the administrator to handle day-to-day issues, allowing the council to focus on policy issues and relations with the community. This requires a thorough knowledge of the principals and practices of public management.

In addition, the organization seeks a leader able to develop long-range strategies for services, facilities, and finances.

The following attributes are sought in the ideal candidate for city administrator.

Knowledge

- **Budgeting and finance:** without functioning as a finance officer, sufficient knowledge to recognize issues and problems, analyze alternative approaches, identify efficiencies, and emphasize effectiveness.
- **Labor relations:** good working familiarity with labor law and best practices, sufficient to offer day-to-day advice to department heads, manage compliance with federal and state laws, and maintain an atmosphere of mutual respect among employees in all salary grades and titles.
- **Management:** a strong orientation toward planning, organizing, overseeing, and evaluating municipal services, using current information on best practices in a variety of functional areas.

Skills

- **Advocacy:** competence in marshalling facts, figures, and resources when promoting city policies.
- **Analysis:** expertise in identifying problems, examining the potential effects of alternative approaches, and providing reasoned, thorough, thoughtful recommendations.
- **Communications:** proficiency in written and oral communications that result in clear exchanges of information, opinions, and recommendations; competence in making clear, effective public presentations.
- **Community and constituent relations:** aptitude for listening to people's problems and inquiries and for conveying, as appropriate to the circumstances, either strong support for the city's actions or a willingness to re-examine and perhaps reverse those actions.
- **Planning:** skill in forecasting problems, issues, and needs, and in designing ways to address them.

Abilities

- **Collaboration:** embraces the idea that elected officials, city staff, and the community are all part of a team that can be focused on common ideals and goals.
- **Decisiveness:** makes and supports sound choices.
- **Facilitation:** designs processes that help people reach mutually satisfactory conclusions.

- **Leadership:** through a high degree of personal and professional integrity and through basic knowledge, skills, and abilities, influences others toward a shared vision and collective achievement of goals.
- **Negotiation:** whether dealing with employee unions, conflicting needs/desires of city departments, or disagreements among other parties, identifies points of potential agreement that allow people to reach mutually satisfactory conclusions.

Salary

The proposed salary range for 2005, subject to adoption of an already-introduced ordinance, is \$101,660 - \$141,950. Salary for the new administrator will be negotiated, depending on qualifications.

Residency

See separate statement on residency and housing costs. [<link to Residency file>](#)

Schedule

See detailed schedule. [<link to Process & schedule file>](#)

How to Apply

In New Jersey, employment applications are considered confidential.

Send a complete application package — including cover letter, application form [<link>](#), résumé, statement of salary expectations, and response to questions [<link>](#) — to:

City Administrator Search Committee
City of Summit
512 Springfield Avenue
Summit, NJ 07901

Inquiries should be addressed to the search consultant:

Reagan Burkholder
Summit Collaborative Advisors, llc
1 908 522 0666
reagan@sca-llc.com [<mailto link>](#)