



CONSULTING SERVICES AGREEMENT

Town of Munster

Executive Recruitment Services for Assistant Town Manager

This Consulting Services Agreement (Agreement) is by and between Cooperative Personnel Services, dba CPS HR Consulting, a California Joint Powers Authority (CPS HR) 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 September 11, 2025 (Effective Date). CPS HR and the Client shall be collectively referred to herein as the "Parties" and individually as a "Party."

- A. Purpose.** This Agreement defines CPS HR consulting services, policies and procedures.
- B. Services.** CPS HR will provide certain consulting services (Services) to Client as set forth in the Statements of Work (attached hereto as Exhibit ("A")). CPS HR shall perform only the Services requested by Client, at the times, dates, and locations specified by Client.
- C. Compensation.**
 - 1. Payment.** Client will compensate CPS HR for Services by paying certain fees as set forth in the Statement of Work. If applicable, Client will reimburse CPS HR for business expenses as set forth in the 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 HR 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 the 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 HR's net income, all Taxes shall be Client's responsibility. Client shall pay any Taxes, which CPS HR may be required to collect and remit, upon invoice.

E. Term and Termination of Agreement.

1. Term. The term of this Agreement is from September 11, 2025 through February 28, 2026.

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 HR for all work performed through the effective date of termination. For termination upon material breach, Client shall pay CPS HR for all work performed which is in compliance with the terms of the Statement of Work.

F. Limited Warranty.

1. Warranty. CPS HR 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.

2. Warranty Disclaimer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, CPS HR 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 HR IS AUTHORIZED TO GIVE ANY ADDITIONAL WARRANTY.

G. Work Product.

1. Ownership. Upon CPS HR' receipt of fees due under the Agreement, all studies, reports, documents and other writings prepared by CPS HR and its subcontractors, produced as a result of CPS HR' work, or delivered by CPS HR 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 HR or its subcontractors.

2. Retention of Rights. Notwithstanding Client's ownership of the Work Product, Client acknowledges and agrees that: (i) CPS HR 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 HR in the performance of Services or not, at any time and without limitation, and (ii) CPS HR 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 as well as all training materials, testing or assessment products, survey content and copyrightable works.

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 HR 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 HR 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 HR 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 HR agrees to indemnify, defend, and hold Client, its agents, officers, employees and volunteers harmless from and against loss or damage (including reasonable attorney's fees) arising from or related to a claim of bodily injury or property damage resulting from CPS HR' willful misconduct or negligent performance of this Agreement; provided that, Client notifies CPS HR in a commercially reasonable time, in writing of any such claim and gives CPS HR (at CPS HR' expense) sole control of the defense of same and all negotiations for its settlement or compromise. CPS HR' liability to indemnify Client shall be reduced to the extent that such loss or damage was caused or contributed to by the act, omission, direction or negligence of Client, its agents, officers, employees and volunteers over which CPS HR does not have direct control.

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 HR' LIABILITY FOR DAMAGES HEREUNDER SHALL NOT EXCEED THE AMOUNT OF FEES PAID BY CLIENT TO CPS HR.

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 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 HR or Client determines it appropriate to file a judicial action, then, in addition to any other remedies available at law or in equity, Client acknowledges that breach of this Agreement may result in irreparable harm to CPS HR for which damages would be an inadequate remedy and, therefore, CPS HR 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**
2450 Del Paso Rd. Ste 220, Sacramento, CA 95834

By: _____
Authorized Signature

Name: _____

Title: _____

Town of Munster
1005 Ridge Road, Munster, IN 46321

By: _____
Authorized Signature

Name: _____

Title: _____

Exhibit A Statement of Work

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:** CPS HR shall perform assist the Town of Munster with the recruitment of a new Assistant Town Manager as detailed in the CPS HR Proposal dated July 17, 2025 and included herein as Attachment 1 to Exhibit A.
2. **CLIENT RESPONSIBILITIES:**
 - a. Client must timely perform all those Client roles and responsibilities set forth in this SOW. Successful completion of this project within the time specified depends largely upon an effective working relationship between Client and CPS HR project staff. For this reason, CPS HR requests that Client designate an individual to coordinate communication, meetings, interview schedules, and review of products with the project team.
 - b. Any work products developed during the activities described above will be submitted to Client's Project Representative for review, comment and/or approval. This is a critical step to ensure accurate, reliable, and valid products.
3. **CPS HR PROJECT MANAGER:** Pamela Derby pderby@cpsshr.us
4. **CLIENT PROJECT MANAGER:** Jim Marino jmarino@munster.org
5. **SERVICE FEES:**
 - a. All Services provided to Client by CPS HR 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; and (ii) Services will normally be performed during normal business hours, Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding CPS HR holidays ("Normal Business Hours").
 - b. Professional Services Fees: The professional fixed fee of \$25,000 covers all CPS HR services associated with Phases I, II, and III of the recruitment process.
 - c. Additional Expenses Not Included: Travel expenses for candidates who are invited forward in the interview process are NOT included. However, should the Client desire CPS HR's Travel Team to assist with these arrangements, CPS HR can provide assistance. Travel expenses will be billed at cost and in addition to the fixed fee amount listed herein. Candidate travel related expenses will not exceed \$5,000.
 - d. Invoices: CPS HR will invoice Client at the fixed fee rate of billed upon completion of each phase per the following schedule:

Phase I: \$10,000
Phase II: \$10,000
Phase III: \$5,000

Optional Candidate Travel Expenses: Invoiced at cost as incurred not more frequently than once a month.
 - e. Payment: Client will pay CPS HR within thirty (30) days following receipt of invoice.
 - f. One-Year Guarantee: If the employment of the candidate selected and appointed by the Client, as a result of a full executive recruitment (Phases I, II, and III), comes to an end before the completion of the first year of service, CPS HR will provide the Client with professional services to appoint a replacement. Professional consulting services will be provided at no cost. The Client would be responsible only for reimbursable expenses. This guarantee does not apply to situations in which the successful candidate is promoted or re-assigned within the organization during the one-year period. Additionally, should the initial recruitment efforts not result in a successful appointment, CPS HR will extend the aggressive recruiting efforts and screen

qualified candidates until an offer is made and accepted. CPS HR does not provide a guarantee for candidates placed as a result of a partial recruitment effort.

6. In the event the project is terminated early, CPS HR 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.
7. This SOW covers work requested and performed prior to the commencement of this SOW.

CALIFORNIA
TEXAS
COLORADO
OHIO

CPS HR  CONSULTING
Your Trusted HR Advisor For 40 Years



PROPOSAL

Town of Munster

Executive Recruitment Services for
Assistant Town Manager

July 17, 2025

Submitted by:

Melissa Asher

Chief of Client Services

CPS HR Consulting, 2450 Del Paso Road, Suite 220, Sacramento, CA 95834

P: (916) 471-3358, masher@cpshr.us

Tax ID: 68-0067209

www.cpshr.us

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July 17, 2025

Jim Marino
Town Manager
Town of Munster
1005 Ridge Road
Munster, IN 46321

Submitted via email to: tdegiulio@munster.org

Subject: Executive Recruitment Services for Assistant Town Manager

Dear Mr. Marino:

CPS HR Consulting (CPS HR) is pleased to have the opportunity to submit a proposal to assist the Town of Munster (Town) with the recruitment of a new Assistant Town Manager. We are uniquely qualified to undertake this effort as we have vast experience in assisting public agencies with executive search, screening, and placement. We have 40 years of experience providing human resources services to state and local government agencies and non-profit organizations, and over 20 years of experience placing top executives in public agencies throughout the United States.

We understand that each agency is unique, and our extensive experience allows us to tailor our process to specifically meet your needs. Our work with local government agencies throughout the United States gives us an in-depth understanding of government operations, programs, and services.

CPS HR offers a broad spectrum of human resource services while delivering personalized, results-oriented services, utilizing best practice methods of recruitment and selection strategies from our team of recruitment experts. Each recruitment is an opportunity to shape and prepare your organization for the future. We understand how important this transition is for you and are perfectly placed to assist you in this endeavor. Once this project begins, we will work with the Town to tailor our process to highlight this exciting opportunity and attract the best possible candidates.

It is our commitment to work in partnership with your organization to a successful result.

Thank you for the opportunity to be considered for this assignment. Should you have questions or comments about the information presented in this proposal, **please do not hesitate to contact me at (916) 471-3358 or via email at masher@cpshr.us.**

Sincerely,



Melissa Asher
Chief of Client Services

Background and Qualifications

About CPS HR Consulting

CPS HR is a client-focused human resources and management consulting firm, dedicated to addressing the unique challenges faced by government and non-profit organizations. Founded in 1985, we have earned a reputation as a trusted advisor by leveraging our in-depth public sector expertise to deliver practical, results-driven solutions. As a Joint Powers Authority, we are a self-supporting government agency exclusively serving public entities. This gives us a distinct advantage in understanding and meeting the specific needs of clients across all levels of government, including Federal, State, Local, Special Districts, Higher Education and Non-Profit organizations.

Our unwavering commitment to delivering an unparalleled client experience is built on our comprehensive knowledge of the complexities within the public and non-profit sectors. We assist organizations in attracting, hiring, retaining, and motivating top talent, essential for driving organizational excellence in alignment with their vision.

With more than 100 full-time employees and a network of 200+ project consultants and technical experts across the nation, CPS HR has partnered with more than 2,700 public and non-profit clients throughout the United States. Headquartered in Sacramento, CA, with regional offices in Texas, Colorado, Ohio, and Southern California, we are strategically positioned to support your organization's growth and help your employees fulfill the promise of public service.

Client Focused

We help clients succeed by:

- **Understanding Their Goals:** We listen to your needs, understand your business, and focus on achieving your desired outcomes.
- **Unlocking New Perspectives:** Together we explore new ideas, expand possibilities, and consider the broader impact on those you serve.
- **Bringing Solutions to Life:** We put plans into action, making strategies operational and effective.
- **Empowering Their Growth:** Provide you with the tools and knowledge to elevate performance and expand capabilities for your organization and those you serve.

Joint Powers Authority

Cooperative Personnel Services, doing business as CPS HR Consulting, is a national firm and is a governmental Joint Powers Authority (JPA) of the State of California. A JPA is a public agency created pursuant to the Joint Exercise of Powers Act (Government Code 6500 et seq). This Act allows two or more government agencies to establish a new public entity authorized to exercise those powers jointly held. A JPA is an instrumentality of a state or a political subdivision of a state and is not a registered corporation of any state. Cooperative Personnel Services was established under a “Joint Powers Agreement” by the State Personnel Board of the State of California, the counties of Sacramento and Sonoma, the Hayward Unified School District, the City of Anaheim, and the East Bay Municipal Utility District, and its purpose is to provide the opportunity for the joint powers “to discuss, study and solve common or similar problems with respect to modern human resource and related management processes.”

Consulting Services

Areas of Expertise and Core Markets

CPS HR believes in an integrated, systems-based approach to talent management and provides consulting in all the key areas which follow.



CORE SERVICES

Comprehensive HR solutions for advanced organizational performance.



TALENT MANAGEMENT

- Classification & Compensation
- HR Consultation / Outsourcing
- HR Membership Subscription
- Recruitment Solutions
- Organizational Assessment
- Succession Planning



TESTING & SELECTION

- Assessment Center Services
- Employment Testing/Test Rental
- Job Analysis
- Selection Tools Development
- Test Administration



HR COMPLIANCE

- Audits
- Policies & Procedures
- Complaint Investigation



ORGANIZATIONAL CULTURE

- Diversity Equity Inclusion (DEI)
- Employee Engagement



LEARNING & DEVELOPMENT

- Training
- Executive Coaching
- Performance Management
- 360° Feedback



LICENSING & CERTIFICATION

- Accreditation
- Applicant/Candidate Management
- Credential Program Management
- Testing Services

CPS HR Board of Directors



BOARD OF DIRECTORS

Our board members represent a diverse group of public agencies and provides leadership, stewardship and guidance in helping CPS HR to achieve its mission and goals.



Linda Andal
HR Director,
City of Anaheim (CA)



Fernando Yañez
Exec Director of Classified HR, Hayward
Unified School District (CA)



Vincent Zamora
HR Director,
City of Las Vegas (NV)



Joanette Freeman
HR Director,
County of Mecklenburg (NC)



Wade Childress
Chief HR Officer
Pinellas County (FL)



LaShon Ross
Deputy City Manager,
City of Plano (TX)



Joseph Hsieh
Personnel Services Division Chief,
County of Sacramento (CA)

Recruitment Experts

CPS HR specializes in the recruitment and selection of key professionals for cities, counties, special districts, and non-profits. Working in partnership with the governing body or selection team, we develop customized search strategies that focus on locating and recruiting qualified candidates who match the agency's unique needs. Our wealth of recruitment experience has been gained through **more than 20 years** of placing top and mid-level executives in public agencies throughout the United States.

- **Unmatched Recruitment Experience for Government Agencies.** CPS HR has extensive experience in recruiting executive-level professionals for public agencies across the United States. As a public agency ourselves, we understand how to work with and within government. Our understanding of public sector culture and policy uniquely sets us apart from our competitors.
- **Focus on Diversity Recruiting.** In the past three years, 57% of the candidates placed by CPS HR were female, members of ethnic minorities or both. To continue this trend, CPS HR is constantly assessing the best methods for reaching the broadest network of possible

candidates. To that end, we have just signed a contract with Zoom Info, a new sourcing platform, that includes a diversity sourcing filter.

- **Seasoned Executive Recruiters.** Our recruiters possess a high level of expertise in recruiting and placing executive-level professionals. Our staff of experts includes an exceptional group of full-time employees as well as a full complement of subject matter experts, intermittent employees, and part-time employees with a variety of public and private sector experience.
- **Detailed Needs Assessments.** We conduct a detailed needs assessment to identify 1) future organizational direction; 2) challenges facing the position; 3) the working style and organizational climate; and 4) required core and job specific competencies as well as personal and professional characteristics.
- **Success Recruiting Non-Job Seeking Talent.** We recognize that the very best candidates for some types of positions may not be looking for a career change, therefore, our recruitment team takes a very aggressive approach to identify and recruit such candidates.
- **Vast Pool of Public Agency Contacts.** CPS HR maintains a database of candidates and an extensive network of external resources to leverage for executive-level positions. We utilize our vast pool of public and non-profit contacts to deliver a strong list of competitive candidates who will be well prepared to assist you in the accomplishment of your specific mission and goals.
- **Satisfied Clients.** *Our executive search client satisfaction rating averages 4.6 on a scale of 5.* While many companies talk about client satisfaction, how many measure the impact of that through assessing client satisfaction by distributing written surveys and tying the results of these surveys to their performance management system? CPS HR Consulting does. A client satisfaction survey is sent at the end of every engagement requesting feedback on the quality of our staff, deliverables, and the overall consulting relationship.
- **Retention/Success Rate.** Our success rate is tied to the longevity of the candidates we place, currently more than 95% of our placements are still in their position after two years.
- **Partial list of recruitments.** Below is a list of recent executive recruitments to showcase our experience in leading searches of similar scope.

Agency	Title	Year Completed
City of Sacramento, CA	City Manager	Current
City of Arvada, CO	City Manager	Current
City of Missouri City, TX	Assistant City Manager	Current
City of Oklahoma City, OK	Assistant City Manager	Current

Proposal to the Town of Munster
Executive Recruitment Services for Assistant Town Manager

Agency	Title	Year Completed
San Joaquin Area Flood Control Agency, CA	Executive Director	Current
County of Orange, CA	County Administrative Officer	2025
City of Carbondale, IL	City Manager	2025
San Diego Ethics Commission, CA	Executive Director	2024
California Workforce Association	Executive Director	2024
City of Arcada, CA	City Manager	2024
County Welfare Directors Association of California, CA	Executive Director	2024
Fresno Council of Governments, CA	Executive Director	2024
City of Simi Valley, CA	Deputy & Assistant City Manager, Outreach	2024
City of Farmersville, CA	City Manager	2024
County of San Diego, CA	Chief Administrative Officer	2024
San Diego Association of Governments, CA	Chief Executive Officer	2024
City of Arcata, CA	City Manager	2024
California Student Aid Commission, CA	Executive Director	2024
Stanislaus County Housing Authority, CA	Executive Director	2024
City of Simi Valley, CA	City Manager	2024
Contra Costa County Employees' Retirement Association, CA	Chief Executive Officer	2024
Orange County Power Authority, CA	Chief Executive Officer	2024
Southern California Public Power Authority	Executive Director	2024
County of Luis Obispo, CA	County Administrative Officer	2024
City of Gillette, WY	City Administrator	2023
Sierra Lakes County Water District, CA	General Manager	2023

*Proposal to the Town of Munster
Executive Recruitment Services for Assistant Town Manager*

Agency	Title	Year Completed
Selma-Kingsburg-Fowler County Sanitation District, CA	General Manager	2023
City of Phoenix, AZ	Assistant City Manager	2023
City of Phoenix, AZ	Deputy City Manager	2023
City of Baytown, TX	City Manager	2023
City of Littleton, CO	Deputy City Manager	2023
City of Littleton, CO	City Manager	2022
City of Oklahoma City, OK	Assistant City Manager	2022
City of Bellaire, TX	City Manager	2022
County of Trinity, CA	County Administrative Officer	2022
City of Nogales, AZ	City Manager	2022
County of Imperial, CA	County Executive Officer	2022
City of Turlock, CA	City Manager	2022
City of Dallas, TX	Assistant City Manager	2022
City of Tucson, AZ	Assistant City Manager/Chief Financial Officer	2022
City of Piney Point Village, TX	City Administrator	2022
City of Nogales, AZ	City Manager	2022
City of San Diego, CA	Chief Operating Officer	2022
California High Speed Rail	Chief Operating Officer	2022
City of Surprise, AZ	City Manager	2021
City of Aztec, NM	City Manager	2021
County of Yolo, CA	County Administrative Officer	2021
City of Aurora, CO	Deputy City Manager	2021
City of Dickinson, TX	City Manager	2021
City of Dayton, TX	City Manager	2021
County of Los Alamos, NM	County Manager	2021
City of Hercules, CA	City Manager	2021
City of Clayton, CA	City Manager	2021
City of Marysville, CA	City Manager	2021
County of Flathead, MT	County Administrator	2021

Our Approach

Key Stakeholder Involvement

The Town Manager on behalf of the Town of Munster must be intimately involved in the search for a new Assistant Town Manager. Our approach assumes their direct participation in key phases of the search process. At the discretion of the Town Manager, other key stakeholders may also be invited to provide input for the development of the candidate profile.

The Town's Needs

A critical first step in a successful executive search is for the Town Manager to define the professional and personal qualities required of the Assistant Town Manager. CPS HR has developed a very effective process that will permit the Town Manager to clarify the preferred future direction for the Town; the specific challenges the Town is likely to face in achieving this future direction; the working style and organizational climate the Town Manager wishes to establish with the Assistant Town Manager; and ultimately, the qualities required of the Assistant Town Manager.

Commitment to Communication

Throughout the recruitment process, we are strongly committed to keeping you 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.).

We place the highest 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. As a result, we have many long-term relationships with clients that have led to opportunities to assist them with multiple recruitments.

CPS HR's communication continues once you have selected a candidate, and will contact the Town Manager and the newly appointed Assistant Town Manager within six months of appointment to ensure an effective transition has occurred.

Aggressive, Proactive, and Robust Recruitment

We take an aggressive approach in identifying and recruiting the best available candidates. There are those candidates who would gladly rise to the professional challenge and apply for this position; however, some of the best candidates are often not actively seeking a new position and may only consider a change once we present them with your opportunity. Evoking the sense of vision and opportunity in qualified persons is among the responsibilities of CPS HR, and we pride ourselves in our efforts to reach the best available potential candidates.

We use advertisements, directly email the outreach brochure, post messages and connect with potential candidates on business media such as LinkedIn, and of course, pick up the phone and call qualified individuals and referral sources.

Diversity Outreach Process

CPS HR strives to attract the most highly qualified, diverse candidate pool possible. We are pleased that our diligent efforts have resulted in more than 57% of our executive level placements being people of color and/or female candidates within the past three years.

We accomplished this by advertising with organizations like the National Forum for Black Public Administrators, the National Association of Asian American Professionals, and the Local Government Hispanic Network in order to reach these specific population groups. We also seek candidate referrals from local subject matter experts and the national leadership of groups like Women Leading Government. By taking the time to directly contact these influential industry experts, we ensure that we capture the maximum number of distinguished candidates – particularly those who are well-known in their industries, but who may not be actively looking for a new job.

Our recruitment process results in an exceptionally diverse candidate pool and a high level of client satisfaction.

Methodology and Scope of Work

Our proposed executive search process is designed to provide the Town with the full range of services required to ensure the ultimate selection of a new Assistant Town Manager is uniquely suited to the Town's needs. *CPS HR can perform Partial Recruitment services if a Full Recruitment is not needed by the Town. Partial Recruitment includes Phase I and II only.*



Phase I: Our consultant will meet with the Town Manager to ascertain the Town's needs and ideal candidate attributes, to target our search efforts, and maximize candidate fit with the Town.

Phase II: The recruitment process is tailored to fit the Town's specific wants and needs, with targeted advertising, combined with contacts with qualified individuals from our extensive database.

Phase III: The selection process is customized for the Town. CPS HR will work with the Town Manager to determine the process best suited to the Town of Munster.

Phase I - Develop Candidate Profile and Recruitment Strategy

Task 1 - Review and Finalize Executive Search Process and Schedule

Task 2 - Key Stakeholder Meetings

Task 3 - Candidate Profile and Recruitment Strategy Development

Task 4 - Develop Recruitment Brochure

The first step in this engagement is a thorough review of the Town's needs, culture and goals; the executive search process; and the schedule. CPS HR is prepared to meet with key stakeholders to obtain input in developing the ideal candidate profile and to assist us in understanding key issues and challenges that will face a new Assistant Town Manager. Activities will include:

- Identifying key priorities for the new Assistant Town Manager and the conditions and challenges likely to be encountered in achieving these priorities.
- Describing the type of working relationship the Town Manager wishes to establish with the Assistant Town Manager.

- Generating lists of specific competencies, experiences, and personal attributes needed by the new Assistant Town Manager in light of the discussions above.
- Discussing recruitment and selection strategies for the Town Manager's consideration to best produce the intended results.

CPS HR will provide a summary to the Town stemming from these activities as an additional source of information for developing the candidate profile and selection criteria.

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 Town for review. Please refer to **Appendix A** for a sample brochure. Additional brochure examples are available on our website at <https://www.cpshr.us/executive-level-recruitment-job-listings/>.

Phase II - Aggressive, Proactive, and Robust Recruitment

Task 1 - Place Advertisements

Task 2 - Identify and Contact Potential Candidates

Task 3 - Resume Review and Screening Interviews

Task 4 - Town Manager Selects Finalists

The recruitment process is tailored to fit the Town's specific wants and needs, with targeted advertising, combined with personal contacts with qualified individuals from our extensive database.

CPS HR will prepare, submit for your approval, and publish advertisements on professional and affiliate websites to attract candidates on a nationwide, regional, local or targeted basis based on the recruitment strategy.

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 our client. Communication with these professionals ensures that an accurate picture of the requirements of the job is apparent and proliferated throughout their professional networks.

CPS HR is focused on reaching a diverse candidate pool and would recommend publications/websites that are targeted to minority and female candidates. In addition to placing ads on websites aimed at minority candidates, we will contact leaders within appropriate associations to gain their insight and referrals of possible candidates.

Within the past three years, more than 57% of our executive level placements have been minority and/or female candidates.

CPS HR will prepare an email distribution list containing prospective candidates and referral sources. These individuals will receive a link to the Assistant Town Manager brochure along with a personal invitation to contact CPS HR should they have any questions about the position.

CPS HR maintains a comprehensive, up-to-date database of industry leaders and experienced professionals; however, we do not rely solely upon our current database. We also conduct 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 and to garner a diverse and quality pool of candidates.

We will:

- Convey a strong sense of the purpose and strategy of the Town. For many talented individuals, understanding these aspects is one of the key motivators to compete in such an environment.
- Provide 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 relocating to the area.
- Actively seek highly qualified candidates who may be attracted by the prospect of collaboration with other departments, providing exceptional leadership to the Town or continuing to ensure the public confidence in the integrity of the Town.

CPS HR will directly receive and initially screen all resumes. This screening process is specifically designed to assess the personal and professional attributes the Town is seeking and will include a thorough review of each candidate's resume, and if applicable, supplemental questionnaire responses and other supporting materials. CPS HR will personally speak to selected candidates during a preliminary screening interview and will spend extensive time ascertaining each candidate's long-term career goals and reasons 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 gather data on any other unique aspects specific to this recruitment based upon the candidate profile, as well as conduct internet research on each candidate interviewed.

CPS HR will prepare a written report that summarizes the results of the recruitment process and recommends candidates for further consideration by the Town Manager. Typically, the report will recommend five to eight highly qualified candidates and will include resumes and a profile on each interviewee's background. CPS HR will meet with the Town Manager to review this report and to assist them in selecting a group of finalists for further evaluation.

Phase III – Selection

**Phase III would not be included in a Partial Recruitment*

Task 1 - Design Selection Process

Task 2 - Administer Selection Process

Task 3 - Final Preparation for Appointment

Task 4 - Contract Negotiation (if requested)

CPS HR will design a draft selection process based on information gathered in Phase I. We will meet with the Town to review this process and discuss the Town's preferred approach in assessing the final candidates. The selection process will typically include an in-depth interview with each candidate but may also include other selection assessments such as an oral presentation, preparation of written materials, and/or problem-solving exercises.

We will coordinate all aspects of the selection process for the Town. This includes preparing appropriate materials such as interview questions, evaluation manuals, and other assessment exercises; facilitating the interviews; assisting the Town with deliberation of the results; and contacting both successful and unsuccessful candidates.

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

- **Arrange Follow-up Interviews/Final Assessment Process:** Should the Town wish to arrange follow-up interviews and/or conduct a final assessment in order to make a selection, CPS HR will coordinate this effort.
- **Conduct In-Depth Reference Checks:** The in-depth reference checks are a comprehensive 360-degree evaluation process whereby we speak with current and previous supervisors, peers, and direct reports. (It is our policy to not contact current supervisors until a job offer is made, contingent upon that reference being successfully completed, so as not to jeopardize the candidates' current employment situation.) Candidates are requested to provide a minimum of five references. CPS HR is able to ascertain significant, detailed information from reference sources due to our commitment to each individual of confidentiality, which leads to a willingness to have an open and candid discussion and results in the best appointment for the Town. A written (anonymous) summary of the reference checks is provided to the Town.
- **Conduct Background Checks:** Upon a conditional job offer, we will arrange for a background check of a candidate's records on driving, criminal and civil court, credit history, education, published news, and other sensitive items. Should any negative or questionable content appear during these checks, CPS HR will have a thorough discussion with the finalist(s) and will present a full picture of the situation to the Town for further review.
- **Contract Negotiation (if requested):** Successful negotiations are critically important, and we are available to serve as your representative in this process. With our expertise, we can advise you regarding current approaches to various components of an employment package. We can represent your interests with regards to salary, benefits, employment agreements, housing, relocation, and other aspects, with the ultimate goal of securing your chosen candidate.

Timeline

The project team CPS HR has selected is prepared to begin work upon receipt of a fully-executed contractual agreement. All search activities up to and including the selection of a new Assistant Town Manager can be completed in 12 to 14 weeks. Partial recruitments can be completed in 10-12 weeks. The precise schedule will depend on the placement of advertising in the appropriate professional and affiliate websites, and the ability to schedule, as quickly as possible, the initial meeting. A proposed schedule of major milestones is presented below.

Task Name	Month 1				Month 2				Month 3				Month 4			
Weeks	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Initial Meeting	➤															
Draft Brochure		➤														
Brochure Approved/ Printed & Place Ads		➤														
Aggressive Recruiting					➤											
Final Filing Date						➤										
Preliminary Screening							➤									
Present Leading Candidates									➤							
Semi-finalist Interviews										➤						
Reference/ Background Checks											➤					
Final Interviews												➤				
Appointment													➤			
Weeks	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16

Our Executive Recruiting Team

CPS HR has assembled a strong project team with each member possessing extensive recruiting experience and a direct, in-depth understanding of local government. **Mr. David Niemeyer** will serve as your dedicated project manager throughout this recruitment process. **Mr. Niemeyer** will leverage the knowledge and experience of our entire recruitment team in order to provide you with the best possible recruitment experience. We are committed to providing each of our clients the same level of service excellence, and we take great care not to take on more work than this commitment allows. We will not utilize subcontractors for these services. No staff member will be removed or replaced without the prior written concurrence of the Town.

Team Resumes

David J. Niemeyer, Executive Recruiter

David Niemeyer brings 40 years of local government management experience including managing 7 suburban communities. He brings an extensive practitioner's experience in government services to the CPS HR Executive Recruitment team through his roles as Village Manager, City Manager, Village Administrator, and City Administrator/Assistant to the Mayor. Human resources and senior executive recruitment are areas that he excels in and thoroughly enjoys.

Mr. Niemeyer led recruitments for over 50 local government executive and management positions. This included preparing recruitment profiles and brochures, screening candidates and creating a list of top candidates for the elected officials, developing interview questions, managing assessment centers, conducting background checks, and negotiating employment offers. He retired as a village manager in 2021, and has been an executive recruiter with CPS HR since then. As a city manager, he was a leader in economic and downtown redevelopment, developing strategic plans for his communities, and reorganizing service delivery to his communities to save money and better serve his residents. David has a reputation as an ethical, engaged, collaborative leader, who has excellent communication and listening skills. He has a calm, focused disposition and has worked with vocal and diverse elected boards and residents to develop a consensus on controversial issues.

Additionally, he has worked in a variety of different communities in terms of wealth, demographic, political stability, culture and differing goals. A candidate that is successful in one community may not be successful in other, and so it is important that a recruiter understands the importance of candidate fit in an organization. Mr. Niemeyer's experience in diverse communities will help in screening candidates that are a good match for an organization.

Employment History

- Executive Recruiter, CPS HR Consulting
- Village Manager, Village of Tinley Park, IL

- Village Manager, Village of Oak Brook, IL
- Village Manager, Village of Homewood, IL
- City Manager, City of Des Plaines, IL
- Village Manager, Village of Richton Park, IL
- Village Administrator, Village of Orland Hills, IL
- City Administrator/Assistant to the Mayor, City of Harvard, IL

Education

- Master's in Public Administration, Northern Illinois University, DeKalb, IL 1985
- Bachelor of Science in Political Science, Northern Illinois University, 1983
- Minors: International Relations, Journalism
- ICMA Credentialed Manager and member of ICMA International Committee

Activities

Member of ICMA, ILCMA, Metro Managers (past president)

References

Provided below is a partial list of clients we have recently worked with in providing similar executive recruitment services. We are confident that these public-sector clients will tout our responsiveness and ability to successfully place candidates that were a good fit for their organization's needs.

Reference 1

Agency: City of Northlake, IL

Contact: Jeffrey Sherwin, Mayor

Phone/Email: (708) 259-7069 / northlakemayor@comcast.net

Address: 55 E. North Ave, Suite 300, Northlake, IL 60164

Project(s): Full recruitment for Finance Director (2025)

Project Description: CPS HR provided a full recruitment for the City, which entailed all tasks as described in our Methodology. Outreach resulted in 51 applications.

Reference 2

Agency: City of Carbondale, IL

Contact: Tara Brown, Human Resources Director

Phone/Email: 618) 457-3247 / tbrown@carbondaleil.gov

Address: 200 S. Illinois Ave., Carbondale, IL 62901

Project(s): Full recruitment for City Manager (2025)

Project Description: CPS HR provided a full recruitment for the City, which entailed all tasks as described in our Methodology. Outreach resulted in 38 applications.

Reference 3

Agency: City of Gillette, WY

Contact: Deca Wasson, Human Resources Director

Phone/Email: (307) 686-5209 / decaw@gillettewy.gov

Address: 201 E. 5th Street, Gillette, WY 82716

Project(s): Full recruitment for City Administrator (2023)

Project Description: CPS HR provided a full (Phases I-III) recruitment for the City, which entailed all tasks as described in our Methodology. Outreach resulted in 60 applications.

Professional Fees and Guarantee

Professional Services

Our professional fixed fee covers all CPS HR services and deliverables associated with **Phases I, II, and III** of the recruitment process. We are also providing the fees associated with **Partial (Phase I and II only) Recruitment Services**.

Travel expenses for candidates who are invited forward in the interview process are not included in our flat fee price; however, an option to make those arrangements can be included in our agreement for a not-to-exceed cost of \$5,000.

Professional Fixed Fee Per Recruitment*	
Service	Pricing
Full Executive Recruitment	\$25,000 Flat Fee
Partial Executive Recruitment	\$20,000 Flat Fee
<u>Optional</u> Reimbursement for Candidate Travel	NTE \$5,000

**Professional fees would be billed and paid monthly.*

One-Year Service Guarantee

If the employment of the candidate selected and appointed by the Town as a result of a **full executive recruitment (Phases I, II, and III)** comes to an end before the completion of the first year of service, CPS HR will provide the Town with professional services to appoint a replacement. Professional consulting services will be provided at no cost. The Town would be responsible only for expenses such as re-advertising, consultant travel, additional background checks, etc. **This guarantee does not apply to situations in which the successful candidate is promoted or re-assigned within the organization during the one-year period.** Additionally, should the initial recruitment efforts not result in a successful appointment, CPS HR will extend the aggressive recruiting efforts and screen qualified candidates until an offer is made and accepted. CPS HR does not provide a guarantee for candidates placed as a result of a partial recruitment effort.



We thank you for your consideration of our proposal. We are committed to providing high quality and expert solutions and look forward to partnering with the Town of Munster in this important endeavor.



CARBONDALE
All Ways Open

City Manager

Are you looking to relocate to a diverse community with a small-town atmosphere, a major university and plenty of cultural and outdoor activities? The City of Carbondale wants you! The City is seeking a dynamic and forward-thinking City Manager with a proven track record of success in local government management.



City of Carbondale Core Values:

As a responsive and caring community, Carbondale's success is not just based on "what we do", but also "how we do it". Our core values define the behaviors important in our interactions with residents, visitors and one another. Accountability, integrity, inclusion, fairness, communication, honesty, and teamwork are the value that guide our vision.



THE CITY

The City of Carbondale, with a population of 21,592 residents (50,000 daytime), is a bustling community of unique shops, diverse commerce, cultural activities, and many other luxuries that would be expected in a large city-yet it maintains the comforts and charm of a small town. The City is home to a thriving business community enormously boosted by Southern Illinois University-Carbondale, recognized nationally for outstanding education, research, and athletics. The City is home to various ethnic groups and cultures, with approximately 10 percent of the population being foreign-born.

Located in the heart of beautiful Southern Illinois, Carbondale and the surrounding region offer scenic lakes, the Shawnee National Forest, and abundant recreational opportunities, including two stops along the Southern Illinois Golf Trail. Carbondale is also the front door of the Shawnee Hills Wine Trail, the home of fabulous restaurants serving international cuisine, the retail center for multiple counties, and the region's cultural center, with many stages filled with music, dance, and live theater. The Southern Illinois Symphony Orchestra has brought outstanding music to Southern Illinois for more than 100 years. Although the title is unofficial, many residents consider Carbondale the "Capital of Southern Illinois".

Carbondale has excellent Amtrak service, with three trains daily to and from Chicago and one daily to and from Memphis and New Orleans. It is less than a 2-hour drive from St. Louis and approximately 5 hours to Chicago.



THE CITY GOVERNMENT

The Mayor and City Council is the legislative and policy body of the City of Carbondale. The Mayor serves as the official representative of the City for all legal purposes and interactions with the Governor. The Mayor and City Councilmembers are elected at large for staggered four-year terms biennially.

The City Manager's office is responsible for carrying out City policy and managing the operations of the City; supervising department heads; appointing, suspending or removing employees; enforcing laws and ordinances within the City; implementing Council goals, policies and programs; preparing the City's budget; serving the City Council; acting as a liaison with the Council and other government and public agencies; and providing professional management and leadership to City departments. The City's most recent City Manager was with the city for almost 13 years and City Manager for eight years and was well respected and liked.

The City has a total of 255 employees. The City has five labor unions; contracts for all of the unions were recently settled. Carbondale's 2025 total budget is approximately \$86 million. The City is in excellent financial shape, and its public safety pensions are nearly fully funded. Carbondale has won numerous awards, including the GFOA Distinguished Budget Presentation Award and Certificate of Achievement for Excellence in Financial Reporting Award for more than 30 years.

To learn more, visit www.explorecarbondale.com

PRIORITIES, INITIATIVES, AND CHALLENGES

- » Like many large university communities, Carbondale has been dealing with the effects of a declining student population and the economic effects it has had on the City. The University Mall has seen significant store closures and needs revitalization. The next manager will be expected to lead efforts to establish new economic development strategies as the City works to diversify its tax base and develop ideas to repurpose the University Mall.
- » A new \$23 million multi modal station will open in the City in early 2025 that will serve 30 counties in Southern Illinois. The City expects this to change the complexity of the downtown significantly and they anticipate it will bring a lot more foot traffic to the downtown.
- » The City will be developing a new comprehensive plan in the next 12 months. The new manager will take an active role in leading the development of the new plan.
- » The City has had great success applying for and receiving grants for projects. The new manager is expected to continue to look for opportunities to seek funds from outside agencies that will benefit the City.
- » Carbondale has seen an increase in issues often associated with urban areas, such as homelessness and crime. The next manager will be expected to work with the council and staff to develop new and innovative public safety programs and ideas.





THE IDEAL CANDIDATE

The ideal candidate will:

- » Have strong collaboration and relationship-building skills and be someone who can build bridges.
- » Serve as an engaged and accessible manager who actively interacts with and understands employees while avoiding micromanagement. Trust department heads to effectively manage their teams, with a focus on ensuring accountability and performance standards are met. Have experience navigating and managing political environments effectively.
- » Welcome and embrace diversity.
- » Have experience in working with an active citizenry, and demonstrating successful collaboration with community groups and being an active community member.
- » Not be afraid to make decisions and take measured risks.
- » Have significant experience with economic development and public safety issues.
- » Be an active listener.
- » Have experience dealing with labor unions.
- » Be innovative, with new ideas on how to move the City forward.
- » Have strong financial management skills.
- » Have experience in town/gown relations.
- » Be someone willing to make a longer-term commitment to the City.

EDUCATION AND EXPERIENCE

A Bachelor's Degree from an accredited university in public administration or a similar field is required with a Master's Degree preferred. Must have a minimum of five years' experience in executive level management in a local government of similar size and complexity to the City. The City Manager must maintain their main residence within city limits within 6 months of hiring.

COMPENSATION AND BENEFITS

The compensation and benefits package will be competitive and negotiable depending on the experience and qualifications of the chosen candidate. The starting salary range for this position is **\$172,000-\$210,000** annually.

The position offers the following benefits:

- » 14 paid holidays.
- » Vacation time for executive level positions is negotiable.
- » 12 sick days per year that can be accumulated indefinitely.
- » Health Insurance-Medical, dental, and vision insurance premiums are covered by the City including spouse and family.
- » Illinois Municipal Retirement Fund Pension.
- » Employee Assistance Program.
- » Section 125 Pretax Deductions.
- » Dependent Care Reimbursement Plan
- » Healthcare Flexible Spending Account.
- » Voluntary Deferred Compensation Program.
- » \$500 per month car allowance

Some benefits currently offered to employees may be modified in the future.

APPLICATION AND SELECTION PROCEDURE

This position is open until filled. To be considered for this exceptional career opportunity, submit your resume, cover letter, and a list of six work-related references that will not be contacted until the final interviews (two supervisors, two direct reports, and two colleagues) by the first resume review date of **October 11, 2024**. Resume should reflect years and months of employment, beginning / ending dates, as well as the size of staff and budgets you have managed.

Please go to our website to submit your application: <https://www.cpshr.us/recruitment/2393>

For further information contact:



David Niemeyer
Executive Recruiter
(916) 471-3326
dniemeyer@cpshr.us
Website: www.cpshr.us

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 consultants. The most qualified candidates will be invited to a semi-final virtual interview process with the City. From there, the most qualified candidates will be invited to final interviews in Carbondale. The final interviews will include an opportunity for the public to meet and ask questions of the candidates. An appointment will be made by the Mayor and City Council following comprehensive reference and background checks.



CARBONDALE

Equal Employment Opportunity Employer (EEOC):

The City of Carbondale is an Equal Employment Opportunity Employer. It is the policy of the City of Carbondale to provide equal employment opportunities without regard to race, color, religion, veteran status, marital status, sex, national origin, age, on the basis of genetic information, or the existence of a physical or mental disability.