

Council Business Meeting

February 6, 2018

Title: Approval of Contract for Professional Recruitment Services with Springsted Waters
From: Tina Gray Human Resource Director
Tina.gray@ashland.or.us

Summary:

This item is for approval of a contract for services with Springsted Waters for recruitment of a city administrator. The total cost for an all-inclusive recruitment is \$24,500. While this contract amount does not require formal Council approval, at the December 5, 2017, meeting Council requested the opportunity to review and approve the contract award.

Actions, Options, or Potential Motions:

I move that Council, acting as the Local Contract Review Board, approve a contract for \$24,500 with Springsted Waters for professional recruitment of a city administrator.

Staff Recommendation:

Staff recommends approval of the contract.

Resource Requirements:

Funds for this recruitment are allocated in the BN2017-19 budget.

Policies, Plans and Goals Supported:

N/A

Background and Additional Information:

At the [December 5, 2017, business meeting](#), Council directed staff to begin a recruitment process for the City Administrator. Staff received proposals from five qualified firms wanting to assist the City with our executive search. After a review of the proposals, staff selected Springsted Waters for their commitment to pursue a diverse pool of candidates. Springsted Waters will utilize their established networks to make direct and personal contact with prospective minority and female candidates in order to encourage them to consider this opportunity in Ashland.

Additionally, Springsted Waters will provide an on-line survey designed to solicit public input on the key community issues the new City Administrator will face once on the job. The survey outcomes will assist in development of the recruitment brochure, as well as provide Council with additional community input for consideration in the Strategic Planning process.

Attachments:

Contract with Springsted Waters

PROFESSIONAL SERVICES AGREEMENT

**CITY OF
ASHLAND**

20 East Main Street
Ashland, Oregon 97520
Telephone: 541/488-6002
Fax: 541/488-5311

CONSULTANT: Springsted / Waters (hereinafter "Consultant")

CONSULTANT'S CONTACT: Art Davis, Senior Vice President

ADDRESS: 9229 Ward Parkway, Suite 104
Kansas City, MS 64114

TELEPHONE: (816) 868-7042

EMAIL: adavis@springsted.com

This Professional Services Agreement (hereinafter "Agreement") is made by and between the City of Ashland, an Oregon municipal corporation (hereinafter "City") and Springsted Incorporated, a domestic business corporation, dba Springsted/Waters Executive Recruitment ("hereinafter "Consultant") for Professional Recruitment Services for a City Administrator.

NOW THEREFORE, in consideration of the mutual covenants contained herein the City and Consultant hereby agree as follows:

- 1. Scope of Work:** Consultant will provide professional services for an executive recruitment for the position of City Administrator. This Agreement includes the Consultant's commitment to provide all phases of the executive recruitment process as more fully described below and in the Consultant's Proposal dated December 22, 2017, which is attached hereto as Exhibit C and incorporated herein. Consultant's services during all phases of the recruitment process are collectively referred to herein as the "Work."

Phase	Description of Professional Services, the "Work"
Phase I	<u>Task 1</u> – Candidate Profile Development/Advertising/Marketing (includes one day on site by Project Team Leader). <u>Task 2</u> – Identify Quality Candidates.
Phase II	<u>Task 3</u> – Screening of Applications and Submission of Recommended Semi-Finalists to Client. (includes one day onsite by Project Team Leader) <u>Task 4</u> – Reference Checks, Background Checks, and Academic Verifications.
Phase III	<u>Task 5</u> – Final Process/On-Site Interviews with Finalists (includes up to two days on site by Project Team Leader).
Conclusion	Acceptance of offer of employment by candidate.

- 2. Effective Date and Duration:** This Agreement shall become effective on the date of execution on behalf of the City, as set forth below (the "Effective Date"), and unless sooner terminated as specifically provided herein, shall terminate upon the City's affirmative acceptance of Consultant's Work as complete and Consultant's acceptance of the City's final payment therefore. Consultant's obligations shall be fully performed on or before September 30, 2018.

3. **All Costs Borne By Consultant:** Consultant shall, at its own risk and expense, perform the Work described above and, unless otherwise specified in this Agreement, furnish all labor, equipment and materials required for the proper performance of such Work.
4. **Qualified Work:** Consultant has represented, and by entering into this Agreement now represents, that all personnel assigned to the Work to be performed under this Agreement are fully qualified to perform the service to which they will be assigned in a skilled and worker-like manner and, if required to be registered, licensed or bonded by the State of Oregon, are so registered, licensed and bonded.
5. **Compensation:** City shall pay Consultant the sum of **\$26,500.00** (twenty-six thousand and five hundred dollars) as full compensation for Consultant's performance of all Work under this Agreement. City shall pay Consultant \$24,500.00 (twenty-four thousand and five hundred dollars) as an all-inclusive fee for all phases of the professional recruitment services. In addition, the City shall pay Consultant \$2,000.00 (two thousand dollars) to conduct a web-based survey to determine key community-wide issues & priorities to be considered in the selection of a new City Administrator. Payments shall be made within 30 days of the date of receipt by the City of Consultant's invoice. Consultant shall bill the City in four installments as set forth in Exhibit A, Consultant's Proposal. Should this Agreement be terminated prior to completion of all Work, payments will be made for any phase of the Work completed and accepted as of the date of termination.
6. **Ownership of Work/Documents:** All Work product or documents produced in furtherance of this Agreement belong to the City, and any copyright, patent, trademark proprietary or any other protected intellectual property right shall vest in and is hereby assigned to the City.
7. **Statutory Requirements:** The following laws of the State of Oregon are hereby incorporated by reference into this Agreement: ORS 279B.220, 279B.230 and 279B.235.
8. **Living Wage Requirements:** If the amount of this Agreement is \$20,688.86 or more, Consultant is required to comply with Chapter 3.12 of the Ashland Municipal Code by paying a living wage, as defined in that chapter, to all employees performing Work under this Agreement and to any Subcontract who performs 50% or more of the Work under this Agreement. Consultant is also required to post the notice attached hereto as Exhibit B predominantly in areas where it will be seen by all employees.
9. **Indemnification:** Consultant hereby agrees to defend, indemnify and save City, its officers, employees and agents harmless from any and all losses, claims, actions, costs, expenses, judgments, subrogations, or other damages resulting from injury to any person (including injury resulting in death), or damage (including loss or destruction) to property, of whatsoever nature arising out of or incident to the performance of this Agreement by Consultant (including but not limited to, Consultant's employees, agents, and others designated by Consultant to perform Work or services attendant to this Agreement). However, Consultant shall not be held responsible for any losses, expenses, claims, subrogations, actions, costs, judgments, or other damages, caused solely by the negligence of City.
10. **Termination:**
 - a. Mutual Consent. This Agreement may be terminated at any time by the mutual consent of both parties.
 - b. City's Convenience. This Agreement may be terminated by City at any time upon not less than 30 (thirty) days' prior notice in writing and delivered by certified mail or in person.
 - c. For Cause. City may terminate or modify this Agreement, in whole or in part, effective upon delivery of written notice to Consultant, or at such later date as may be established by City under any of the following conditions:
 - i. If City funding from federal, state, county or other sources is not obtained and continued

at levels sufficient to allow for the purchase of the indicated quantity of services;

- ii. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments authorized by this Agreement; or
- iii. If any license or certificate required by law or regulation to be held by Consultant to provide the services required by this Agreement is for any reason denied, revoked, suspended, or not renewed.

d. For Default or Breach.

- i. Either City or Consultant may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and its intent to terminate. If the party committing the breach has not entirely cured the breach within 15 (fifteen) days of the date of the notice, or within such other period as the party giving the notice may authorize in writing, then the Agreement may be terminated at any time thereafter by a written notice of termination by the party giving notice.
- ii. Time is of the essence for Consultant's performance of each and every obligation and duty under this Agreement. City by written notice to Consultant of default or breach may at any time terminate the whole or any part of this Agreement if Consultant fails to provide services called for by this Agreement within the time specified herein or within any extension thereof.
- iii. The rights and remedies of City provided in this subsection (d) are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

e. Obligation/Liability of Parties. Termination or modification of this Agreement pursuant to subsections a, b, or c above shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination or modification. However, upon receiving a notice of termination (regardless whether such notice is given pursuant to Subsection a, b, c, or d of this section, Consultant shall immediately cease all activities under this Agreement, unless expressly directed otherwise by City in the notice of termination. Further, upon termination, Consultant shall deliver to City all Agreement documents, information, works-in-progress and other property that are or would be deliverables had the Agreement been completed. City shall pay Consultant for work performed prior to the termination date if such work was performed in accordance with the Agreement.

11. Independent Contractor Status: Consultant is an independent contractor and not an employee of the City for any purpose. Consultant shall have the complete responsibility for the performance of this Agreement. Consultant shall provide workers' compensation coverage as required in ORS Chapter 656 for all persons employed to perform Work pursuant to this Agreement. Consultant is a subject employer that will comply with ORS 656.017.

12. Assignment: Consultant shall not assign this Agreement or subcontract any portion of the Work without the written consent of City. Any attempted assignment or subcontract without written consent of City shall be void. Consultant shall be fully responsible for the acts or omissions of any assigns or subcontractors and of all persons employed by them, and the approval by City of any assignment or subcontract of the Work shall not create any Contractual relation between the assignee or subcontractor and City.

13. Default. The Consultant shall be in default of this Agreement if Consultant: commits any material breach or default of any covenant, warranty, certification, or obligation under the Agreement; institutes an action for relief in bankruptcy or has instituted against it an action for insolvency; makes a general assignment for the benefit of creditors; or ceases doing business on a regular basis of the type identified in its obligations under the Agreement; or attempts to assign rights in, or delegate duties under, this Agreement.

14. Insurance. Consultant shall, at its own expense, maintain the following insurance:

- a. Worker's Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers
- b. Professional Liability insurance with a combined single limit, or the equivalent, of not less than \$2,000,000 (two million dollars) per occurrence. This is to cover any damages caused by error, omission or negligent acts related to the professional services to be provided under this Agreement.
- c. General Liability insurance with a combined single limit, or the equivalent, of not less than \$2,000,000 per occurrence for Bodily Injury, Death, and Property Damage.
- d. Automobile Liability insurance with a combined single limit, or the equivalent, of not less than 1,000,000 (one million dollars) for each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable.
- e. Notice of cancellation or change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days' prior written notice from the Consultant or its insurer(s) to the City.
- f. Additional Insured/Certificates of Insurance. Consultant shall name the City of Ashland, Oregon, and its elected officials, officers and employees as Additional Insureds on any insurance policies, excluding Professional Liability and Workers' Compensation, required herein, but only with respect to Consultant's services to be provided under this Agreement. The consultant's insurance is primary and non-contributory. As evidence of the insurance coverages required by this Agreement, the Consultant shall furnish acceptable insurance certificates prior to commencing the Work under this Agreement. The certificate will specify all of the parties who are Additional Insureds. Insuring companies or entities are subject to the City's acceptance. If requested, complete copies of insurance policies; trust agreements, etc. shall be provided to the City. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

15. Nondiscrimination: Consultant agrees that no person shall, on the grounds of race, color, religion, creed, sex, marital status, familial status or domestic partnership, national origin, age, mental or physical disability, sexual orientation, gender identity or source of income, suffer discrimination in the performance of any Work under this Agreement when employed by Consultant. Consultant agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Further, Consultant agrees not to discriminate against a disadvantaged business enterprise, minority-owned business, woman-owned business, a business that a service-disabled veteran owns or an emerging small business enterprise certified under ORS 200.055, in awarding subcontracts as required by ORS 279A.110.

16. Consultant's Compliance With Tax Laws:

16.1 Consultant represents and warrants to the City that:

16.1.1 Consultant shall, throughout the term of this Agreement, including any extensions hereof, comply with:

- (i) All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318;
- (ii) Any tax provisions imposed by a political subdivision of the State of Oregon applicable to Consultant; and
- (iii) Any rules, regulations, charter provisions, or ordinances that implement or enforce any of the foregoing tax laws or provisions.

16.1.2 Consultant, for a period of no fewer than six (6) calendar years preceding the Effective Date of this Agreement, has faithfully complied with:

- (i) All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318;
- (ii) Any tax provisions imposed by a political subdivision of the State of Oregon applicable to Consultant; and
- (iii) Any rules, regulations, charter provisions, or ordinances that implement or enforce any of the foregoing tax laws or provisions.

16.2 Consultant's failure to comply with the tax laws of the State of Oregon and all applicable tax laws of any political subdivision of the State of Oregon shall constitute a material breach of this Agreement.

17. Governing Law; Jurisdiction; Venue: This Agreement shall be governed and construed in accordance with the laws of the State of Oregon without resort to any jurisdiction's conflict of laws, rules or doctrines. Any claim, action, suit or proceeding (collectively, "the claim") between the City and the Consultant that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Jackson County for the State of Oregon. If, however, the claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon filed in Jackson County, Oregon. Consultant, by its signature hereon of its authorized representative, hereby consents to the in personam jurisdiction of said courts. In no event shall this section be construed as a waiver by City of any form of defense or immunity, based on the Eleventh Amendment to the United States Constitution, or otherwise, from any claim or from the jurisdiction.

18. THIS AGREEMENT AND THE ATTACHED EXHIBITS CONSTITUTE THE ENTIRE UNDERSTANDING AND AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. CONSULTANT, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

19. Nonappropriations Clause. Funds Available and Authorized: City has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement within the City's fiscal year budget. Consultant understands and agrees that City's payment of amounts under this Agreement

attributable to Work performed after the last day of the current fiscal year is contingent on City appropriations, or other expenditure authority sufficient to allow City in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement. In the event City has insufficient appropriations, limitations or other expenditure authority, City may terminate this Agreement without penalty or liability to City, effective upon the delivery of written notice to Consultant, with no further liability to Consultant.

20. Certification. Consultant shall sign the certification attached hereto as Exhibit A and herein incorporated by this reference.

SPRINGSTED/WATERS (CONSULTANT):

CITY OF ASHLAND:

By: _____
Signature

By: _____
Department Head

Printed Name

Printed Name

Title

Date

Date

(**W-9** is to be submitted with this signed Agreement.)

Purchase Order No. _____

EXHIBIT A

CERTIFICATIONS/REPRESENTATIONS: Consultant, by and through its authorized representative, under penalty of perjury, certifies that (a) the number shown on the attached W-9 form is its correct taxpayer ID (or is waiting for the number to be issued to it and (b) Consultant is not subject to backup withholding because: (i) it is exempt from backup withholding, or (ii) it has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified it that it is no longer subject to backup withholding. Consultant further represents and warrants to City that: (a) it has the power and authority to enter into and perform the Work, (b) the Agreement, when executed and delivered, shall be a valid and binding obligation of Consultant enforceable in accordance with its terms, (c) the work under the Agreement shall be performed in accordance with the highest professional standards, and (d) Consultant is qualified, professionally competent, and duly licensed (if applicable) to perform the Work. Consultant also certifies under penalty of perjury that its business is not in violation of any Oregon tax laws, it is an independent contractor as defined in the Agreement, it is authorized to do business in the State of Oregon, and Consultant has checked four or more of the following criteria that apply to its business.

- _____ (1) Consultant carries out the work or services at a location separate from a private residence or is in a specific portion of a private residence, set aside as the location of the business.
- _____ (2) Commercial advertising or business cards or a trade association membership are purchased for the business.
- _____ (3) Telephone listing is used for the business separate from the personal residence listing.
- _____ (4) Labor or services are performed only pursuant to written contracts.
- _____ (5) Labor or services are performed for two or more different persons within a period of one year.
- _____ (6) Consultant assumes financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission (professional liability) insurance or liability insurance relating to the Work or services to be provided.

Consultant

Date

City of Ashland LIVING WAGE

ALL employers described below must comply with City of Ashland laws regulating payment of a living wage.



\$14.81 per hour effective June 30, 2017
(Increases annually every June 30 by the Consumer Price Index)

Employees must be paid a living wage:

- For all hours worked under a service contract between their employer and the City of Ashland if the contract exceeds **\$20,688.86** or more.
- For all hours worked in a month if the employee spends 50% or more of the employee's time in that month working on a project or

portion of business of their employer, if the employer has ten or more employees, and has received financial assistance for the project or business from the City of Ashland in excess of **\$20,688.86**.

- If their employer is the City of Ashland including the Parks and Recreation Department.
- In calculating the living wage, employers may add the value of health care, retirement,

401K and IRS eligible cafeteria plans (including childcare) benefits to the amount of wages received by the employee.

- **Note:** "Employee" does not include temporary or part-time employees hired for less than 1040 hours in any twelve-month period. For more details on applicability of this policy, please see Ashland Municipal Code Section 3.12.020.

For additional information:

Call the Ashland City Administrator's office at 541-488-6002 or write to the City Administrator, City Hall, 20 East Main Street, Ashland, OR 97520 or visit the city's website at www.ashland.or.us.

Notice to Employers: This notice must be posted predominantly in areas where it can be seen by all employees.



Proposal

City of Ashland, Oregon Professional Recruitment Services for a City Administrator

December 22, 2017

Springsted | Waters
9229 Ward Parkway, Suite 104
Kansas City, Missouri 64114

Art Davis, Senior Vice President
adavis@springsted.com
(816) 868-7042

Remittance Address
380 Jackson Street, Suite 300
Saint Paul, Minnesota 55101-2887

LETTER OF TRANSMITTAL

December 22, 2017

Ms. Tina Grey, Human Resources Director
City of Ashland
20 East Main Street
Ashland, OR 97520

Re: **Request for Proposal to Provide Professional Recruitment Services**

Dear Ms. Grey,

I appreciate the opportunity to submit our proposal for executive recruitment services for the City of Ashland's next City Administrator. Our extensive experience in providing executive recruitment services to cities, counties and other public sector organizations nationwide will be beneficial for this recruitment and allow us to find the ideal candidate for the City of Ashland. We know that you have options for using other recruitment firms. However, we believe that our approach sets us apart from our competitors in the following unique ways:

- **Commitment to a Successful Recruitment is Guaranteed** – Springsted | Waters (S|W) will be aggressive and responsive to you - the client - and with prospective applicants using an approach of “*doing whatever it takes to get the job done right!*” Please notice our “*Triple Guarantee*” referenced in this Proposal;
- **Focused Strategy for Success** – S|W recommends advertising and recruiting nationally, but would also focus on making contact with city management professionals currently working in Oregon and in some of the surrounding states, believing that a regional focus can sometimes bring in candidates more knowledgeable about the nuances of working in your state and in the Northwest region of the U.S. An example of a professional recruitment brochure that will be created for Ashland's city administrator search process can be viewed by clicking on the following link: [BROCHURE](#);
- **Talented and Experienced Recruitment Consultants** – S|W's project recruitment team is outstanding! This firm has had success working with the City of Ashland in the past, and has provided executive recruitment and human resources related services to local governments for over 30 years. Our current team has had tremendous success working on recent recruitments throughout the country and we encourage you to contact our references. The professional experience for our consultants includes three former city managers/administrators, a former police chief and a former school superintendent of schools. The result – a cohesive and highly experienced consultant team that possesses a thorough and detailed understanding of the leadership, experience, training and certifications required for this position, which ultimately benefits the client with a more targeted and qualified pool of candidates;
- **Video Interviews to Screen Semi-finalists** – S|W uses a proprietary on-line video interview process to assist the City in narrowing down semi-finalists to a smaller group for on-site interviews. This unique on-line video system is part of the all-inclusive fee to better assist in screening candidates, and can possibly reduce costs by eliminating unnecessary travel expenses for on-site interviews;
- **Leadership Assessment of Finalists** – S|W will conduct a candidate strengths assessment and management / leadership style testing, which some refer to as “*personality and behavioral style testing.*” This assessment is completed on-line by the finalists prior to on-site interviews and determines if a candidate's management style matches the Profile created by the City in an effort to find the “ideal” candidate and determine whether each candidate is a good fit for the organization and community;

- **Comprehensive Vetting of Finalists (Includes Social Media Search)** – S|W’s multiple layered vetting process of screening candidates will provide a qualified pool of individuals to consider for each position with not only the skills and experience desired, but most importantly, a leadership and management style that best fits the organization and community. The screening includes detailed candidate questionnaires, video interviews, leadership and strengths assessment, candidate background checks including criminal, civil, driving record, academic and employment verification, a Nexus search that includes a comprehensive report on each candidate’s media and on-line presence, and a comprehensive reference report on all finalists prior to interviews occurring. (Note: S|W must conduct these background checks for the “Triple Guarantee” to remain in effect);
- **Commitment to Pursue a Diverse Pool of Candidates** – S|W will take responsibility for ensuring diversity in our candidate pools. In these recruitments, we will use our established networks to make direct and personal contact with prospective minority and female candidates and encourage them to consider an opportunity with Ashland. Springsted | Waters is a WBE; and,
- **Efficient Online Application and Communication Process** – We utilize a proprietary online application system exclusively licensed to S|W to facilitate talent management. The system has been designed by S|W to customize applicant flow and tracking. Outstanding candidates from around the country routinely search our site for available and newly posted city management positions. The site also allows our firm to communicate easily with applicants, and provides us the ability to conduct database inquiries for qualified candidates based on characteristics important to the city of Ashland.

Finding candidates with the desired levels of experience and specific knowledge of local government management trends can sometimes be challenging. A significant part of our job is to ensure that your next city administrator is a “great fit” for the City of Ashland organization and community. My background as a former city manager and nearly 13 years of experience in recruiting municipal executives and leaders will provide valuable insight for the City Council throughout this recruitment process.

The proposal document will provide you the details about our approach, expertise, client references and pricing for this executive recruitment. If you have any questions, please contact me at (816) 868-7042 or by email at adavis@springsted.com. Our Team would consider it a professional privilege to provide these services to the City of Ashland.

Respectfully submitted,
 Art Davis, Senior Vice President and Consultant

City of Ashland, OR
Proposal to Provide Professional Recruitment Services

I. General Information

The Executive Recruitment Division of Waters Consulting merged with Springsted Incorporated in May 2014, establishing one of the largest public sector executive recruitment and human capital consulting firms in the United States. Our firm name, Waters & Company, has recently been changed to Springsted | Waters (S|W) to more clearly reflect the connection to and support from the Springsted group of companies. Springsted Incorporated, our parent company, has been a Women Business Enterprise since 1993. Three employee-owners lead the Springsted group of firms and their 70-member staff. Our corporate office is located in Saint Paul, Minnesota, with regional offices located in Dallas, Texas; Chicago, Illinois; Milwaukee, Wisconsin; Des Moines, Iowa; Kansas City, Missouri; Richmond, Virginia; Atlanta, Georgia; and Denver, Colorado. The S|W Recruitment Project Team will partner with the Human Resources Department, City Council and designated staff as your technical advisor to ensure that the recruitment process for your next City Administrator is conducted in a thorough and professional manner. Our objective is to generate high-quality candidates and assist you with the screening and evaluation of these candidates.

II. Approach and Timeline

Approach

The search will be conducted out of our Kansas City, Missouri office. Art Davis will serve as the Recruitment Project Team Leader. Our proven process includes five major tasks:

1. **Recruitment brochure development and advertising**

- Meetings with the City’s leadership and key stakeholders to understand the City’s needs as well as its strategic directions and expectations
2. **Execution of recruitment strategy and identification of quality candidate**
 - Aggressive recruitment and direct contact with prospective candidates
 - Interactive searchable applicant database
 - Utilization of an applicant tracking system
 3. **Screening of applications, recommendation of semi-finalists and selection of finalists**
 - Candidate questionnaires provide in-depth information
 - Due diligence questions and review of candidate’s web and internet presence
 - Management/leadership style and strengths assessment (personality and behavior analysis) to determine if there is a fit with the approved management/leadership profile established by the Human Resources Department and City Council in order to identify the ideal candidate
 - Video interview responses provided by each semi-finalist candidate
 - Semi-finalists booklet of the top candidates
 - Selection of 3 – 5 finalists by the City
 4. **Conducting background checks (*criminal, civil, credit, and driving record*), reference checks and academic verifications**
 - Background records checks and academic verification
 - References
 5. **Final interview process**
 - Interview design, coordination, attendance and support
 - Employment offer - assistance and feedback

Timeline

Below is an estimated Timeline for the executive recruitment process. You will be asked during the first on-site meeting to review and approve a Timeline for the recruitment project. It is our intent to conduct the recruitment expeditiously, but not at the expense of finding high-quality candidates for you.

CITY OF ASHLAND, OR PRELIMINARY TIMELINE		
The following Timeline represents a preliminary schedule for your executive recruitment based on a commencement date of Wed., Jan. 10, 2018 . (<i>Commencement of the project is contingent upon contract approval prior to the first consultant on-site visit.</i>) Actual target dates will be developed in consultation with and approved by the City.		
Project Milestone	Deliverables	Target Date
Profile development, advertising and candidate outreach.	<ul style="list-style-type: none"> • S W completes on-site meetings to develop candidate profile/brochure; City approves ad/timeline. • S W sends draft recruitment brochure to the City. • City returns draft brochure (with edits) to S W. • S W commences recruitment ads & marketing. • Online data collection and profile development. 	Jan. 10 – Mar. 5
Applicant screening and assessment and recommendation of semi-finalists.	<ul style="list-style-type: none"> • S W commences review of applications; sends qualified applicants Candidate Questionnaire for more info. • S W completes formal review of applications and sends selected resumes & questionnaire responses to City for review. Candidates’ recorded interviews are presented. • Semi-finalists complete candidate management style assessment and responses are reviewed and interview questions are developed. • S W meets w/City on March 14 & recommends semi-finalists; City selects finalists for on-site interviews. 	Mar. 5 - 14
Comprehensive background check and reference checks completed for finalists.	<ul style="list-style-type: none"> • S W completes reference checks/background checks/ academic verification on finalists. <i>(Minimum of 10 working days to complete backgrounds)</i> • S W sends documentation for finalists to the City. 	Mar. 15 – 30
On-site Interviews with finalists.	<ul style="list-style-type: none"> • The City conducts on-site interviews with finalists. 	Week of April 2
Employment offer made / accepted.	<ul style="list-style-type: none"> • The City extends employment offer to selected candidate. 	Week of April 9

III. Proposed Costs and Guarantee

Proposed Costs

The all-inclusive professional fee to conduct the recruitment is provided below and includes the cost of professional services by the Recruitment Project Team Leader, the project support staff and all project-related expenses such as advertising, preparation of the recruitment brochure, printing, candidate background, reference and academic verification checks and travel expenses for on-site visits. Travel expenses incurred by candidates for on-site interviews with the client are not the responsibility of S|W and are handled directly by the client organization. The all-inclusive professional fee will be billed in four installments: 30% of the fee will be billed at the beginning of the recruitment; 30% at the implementation of Phase I; 30% at the implementation of Phase II; and 10% upon acceptance of an offer by the candidate. We are open to negotiate an alternative payment schedule if selected for this recruitment. All questions regarding the professional fees and project-related expenses should be directed to Art Davis, Senior Vice President at adavis@springsted.com or via phone at (816) 868-7042.

PHASE	DESCRIPTION OF PROFESSIONAL SERVICES	FEES
Phase I	Task 1 – Candidate Profile Development/Advertising/Marketing (includes one day on site by Recruitment Project Team Leader) Task 2 – Identify Quality Candidates	
Phase II	Task 3 – Screening of Applications and Submission of Recommended Semi-Finalists to Client (includes one day on site by the Recruitment Project Team Leader) Task 4 – Reference Checks, Background Checks and Academic Verifications	
Phase III	Task 5 – Final Process/On-Site Interviews with Finalists (includes two days on site by Recruitment Project Team Leader)	
Conclusion	Acceptance of offer by candidate	
TOTAL ALL-INCLUSIVE PROFESSIONAL FEE		\$24,500

OPTIONAL SERVICES FOR CONSIDERATION	FEES
<i>At the City's option, S W will conduct a web-based survey to determine key community-wide issues & priorities that could be considered in the selection of a new Administrator. This survey is completed by community leaders, citizens, and employees and would alter the project timeline.</i>	\$2,000
On rare occasions, S W is asked to provide additional search services that are not included in this scope of service or to provide more than three on-site visits to the City. Additional work specifically requested by the City which is outside of the scope of this project will be invoiced at the hourly rate of \$220 plus expenses. S W will submit a written explanation of the additional services to be provided and the estimated hours that will be required prior to commencing any additional services.	\$220 per hour plus expenses

Triple Guarantee

Our Triple Guarantee is defined as: **(1)** A commitment to remain with the recruitment assignment until you have made an appointment for the fees and tasks quoted in this proposal. If you are unable to make a selection from the initial group of finalists, S|W will work to identify a supplemental group until you find a candidate to hire. **(2)** Your executive recruitment is guaranteed for 24 months against termination or resignation for any reason. The replacement recruitment will be repeated with no additional professional fee, but only for project-related expenses. Candidates appointed from within your organization do not qualify for this guarantee. This guarantee is subject to further limitations and restrictions of your state laws. **(3)** S|W will not directly solicit any candidates selected under this contract for any other position while the candidate is employed with your organization.

IV. References

The following references are a sampling of executive recruitments completed during the last 24 months by Recruitment Project Team Leader Art Davis & Executive Vice President Chuck Rohre.

City of El Dorado, KS (Pop. 13,000)

Recruitment Project: City Manager (Jan. 2017)

Mr. Vince Haines, Mayor

316-323-2535

vhaines@eldoks.com

City of Medford, OR (Pop. 77,677)

Recruitment Project: City Manager (March 2016)

Ms. Lynette M. O'Neal, *Executive Office Manager*

541-774-2089

lynette.oneal@cityofmedford.org

Manatee County, FL (Pop. 342,106)

Recruitment Projects: County Administrator (Sept. 2017), & Dir. of Redevelopment & Economic Opportunity (Sept. 2016)

Mr. Rodney D. Barnes, HR Director

941-748-4501 ext. 3813

Rodney.Barnes@mymanatee.org

City of Norwalk, IA (Pop. 10,000)

Recruitment Project: City Manager (June 2016)

Mr. Tom Phillips, Mayor

515-771-8078

mayor@norwalk.iowa.gov

City of Oldsmar, FL (Pop. 14,000)

Recruitment Project: City Manager (July 2017)

Mr. Dean O'Nale, Fire/EMS Chief (*Project Leader for City*)

813-749-1200

donale@myoldsmar.com

Grand Rapids, MI (Pop. 210,000)

Recruitment Project: Fire Chief (June 2016)

Ms. Mari Beth Jelks, Dir. of Admin. Services & HR Director

616-456-3166

mjelks@grand-rapids.mi.us

V. Recruitment Project Team

Recruitment Project Team Leader

Mr. Art Davis, Senior Vice President

Direct Phone: (816) 868-7042; Email: adavis@springsted.com

Arthur (Art) Davis, Senior Vice President and Consultant with Springsted | Waters Executive Recruitment, has been with the firm for nearly 3 years. Art also successfully launched and expanded his own local government consulting company providing executive recruitment services for 10 years. As Associate Director for the Civic Council of Greater Kansas City, a 501c4 nonprofit comprised of CEOs representing the largest companies in the region, Davis successfully assisted civic leaders in developing and implementing a multi-year initiative to revitalize Downtown Kansas City, MO. For over six years, Art also served as city manager of Lee's Summit, MO, a city recognized at the time as the "fastest growing" city in MO and the Greater Kansas City region. Earlier positions of responsibility included working as an assistant administrator for Lenexa, KS, and serving as Assistant to the Mayor of Dallas, TX.

Mr. Chuck Rohre, Executive Vice President

Direct Phone: (214) 466-2436; Email: crohre@springsted.com

Chuck Rohre is Executive Vice President for Springsted | Waters Executive Recruitment, and is responsible for overseeing and managing the firm's executive recruitment engagements to insure their integrity, timeliness and adherence to budget parameters. Chuck has been a consultant in executive search since the early 1990s, and has been with the firm since 2006. He also served as a Police Chief and Director of Public Safety for several North Texas municipalities with populations ranging from 9,000 to 200,000 plus.

Ms. Jenelle McDonald, Project Coordinator

Direct Phone: (214) 466-2445; Email: jmcdonald@springsted.com

Jenelle McDonald is a Project Coordinator with Springsted | Waters. She is responsible for supporting the lead consultants throughout the entire scope of the recruiting process as well as providing administrative support to Executive Vice President, Chuck Rohre. In this role, Jenelle designs/develops recruitment brochures, coordinates communications with candidates, processes resumes and distributes candidate questionnaires. She is also responsible for providing support to candidates regarding technical and logistical issues. She assists the consultants in scheduling semifinalist interviews, submitting profiles for background checks, education verification, as well as notifying the finalists of project status. Her responsibilities extend to editing presentations, advertisement placements and general office administration