City of Sherwood Oregon

Home of the Tualatin River National Wildlife Refuge

RESOLUTION 2011-095

A RESOLUTION AUTHORIZING THE MAYOR SIGN A CONTRACT FOR CITY MANAGER SEARCH AND RECRUITMENT SERVICES WITH WALDRON & COMPANY

WHEREAS, The City Manager position was vacated in October 2011; and

WHEREAS, the City Council reviewed three proposals from various human resource and executive search firms and conducted interviews with two firms in a work session held on November 16, 2011 and after consideration and discussion of the proposals, the City Council desires to proceed with a contract with Waldron & Company, a human resources recruitment and search firm to assist in the search for and recruitment of a new City Manager.

NOW, THEREFORE, THE CITY OF SHERWOOD RESOLVES AS FOLLOWS:

Section 1: The City Council authorizes the Mayor, on behalf of the City, to sign a contract with Waldron & Company for City Manager recruitment services in a form substantially akin to that as shown in Exhibit "A".

Section 2: This Resolution is and shall be effective from and after its passage by the Council.

Duly passed by the City Council this 6th day of December 2011.

Keith S. Mays, Mayor

Attest:

Sylvia Murphy, CMC, City Recorder

waldron

CONSULTING AND SERVICES AGREEMENT

This Consulting and Services Agreement is entered into by and between the City of Sherwood ("Sherwood" or the "Client") and Waldron ("Waldron" or the "Consultant"). It will serve as an agreement of services to be performed by Waldron for Sherwood, and presents the general terms of engagement related to specific work to be detailed in any number of Scope of Work statements specifying Services while this agreement is in effect.

TERM, SERVICES, COMPENSATION AND PAYMENT

1. The term of this agreement is for two years, commencing on December 6, 2011 and ending on December 6, 2013, unless both parties agree in writing to renew this agreement for successive terms on or before the second anniversary date of the agreement. Upon renewal, services, terms and pricing of services may be subject to change by mutual agreement and will be documented in a revision of or addendum to this Agreement.

2. The services to be provided by **Consultant** to **Sherwood** under this agreement will be performed in accordance with the specifications described in each Scope of Work ("SOW") applicable to this Agreement that has been signed by both parties and is in accordance with this Agreement's terms and conditions (the "Services"). Each Scope of Work document will carry sequential numbering and is incorporated into this document by reference. In consideration for performing the Services, Sherwood will compensate Consultant in the amount and manner as set forth in the applicable Scope of Work document.

3. Payment Terms: All fees for services are due upon invoice, which will be issued upon commencement of services or at such times specified in the applicable SOW, except in the case of hourly fee services and Expenses, which will be invoiced monthly.

PROJECT EXPENSES

Costs incurred by Waldron in the course of conducting any work specified in a Scope of Work document ("pass-through" costs) will be at the expense of the Client. Expenses for each specified category below are pre-approved up to $1,500 per category. Waldron will obtain pre-approval of expenditures that exceed **$1,500** within any one category, and maintain accurate records at all times. A two percent (2%) administration charge will be added to all pass-through expenses referenced below or detailed further in any Scope of Work document. Relevant "pass-through" expenses include, but may not be limited to:

- Travel and related costs for the Waldron consultants and staff assigned to the project including auto mileage.

- Any and all travel and related expenses of candidates in the search.
- Photocopying, printing and binding of documents and materials.
- Communications, graphics costs, facsimile, teleconference, video-conference and telephone expenses.
- Delivery, courier or other document transport expenses.

Further Expenses may be delineated and applicable pursuant to any specific Scope of Work documents created under this Agreement.

Confidentiality

All information communicated to Waldron by the Client during the term of this Agreement and the material created by Waldron for the Client under this Agreement will be received and maintained in confidence by Waldron and will be used only to provide Services to the Client under this Agreement. No such information or material may be disclosed by Waldron without the prior written consent of the Client. The provisions of this Section will not apply to information or material which (a) is considered a part of the public record and is not exempt from disclosure under established law, (b) is authorized in writing to be disclosed by the Client; (c) generally is available as part of the public domain prior to disclosure by the Client, or becomes so available through no fault of Waldron; or, (d) is independently developed by Waldron or is received by Waldron from a third party with no breach of any duty owed by the third party to the Client.

Certain information and/or data gathered by Waldron may be provided by identifiable individual employees of the Client or by other identifiable individuals. In the interest of information accuracy and data quality, such individual information and the identities of those persons providing same will be held confidential and will not be provided to any parties outside of Consultant, including to the Client. Such information will be considered exempt for purposes of the Intellectual Property provisions in this agreement.

Non-Solicitation of Personnel

During the term of this Agreement and for a period not less than twelve months following the last work by Consultant on the Client's account, Client will not directly or indirectly solicit for employment or for contract any employee of Consultant that was involved in the performance of the Agreement or any associated work without the prior written consent of the other party.

CAPACITY AND DUTIES, INDEPENDENT CONTRACTOR

In performing the Services for the Client under this Agreement, Waldron is acting as an independent contractor, and not as an agent or employee of the Client. No other relationship is intended or created by and between the parties.

INTELLECTUAL PROPERTY

The parties understand and acknowledge that: any material, including any and all intellectual property created by Waldron as a result of the Services performed for the Client under this Agreement, will be and remain the property of the Client. Waldron will cooperate with the Client by, among other things, signing any documentation reasonably required by the Client to vest title in the material and intellectual property of the Client, and to prepare and file any applications with any governmental authority to protect the material and intellectual property. At the expiration or earlier termination of this Agreement, at the request of the Client or Waldron, Waldron will return to the Client any information disclosed to Waldron by the Client and any material specifically created by Waldron for the Client under this Agreement that is not exempted under the provisions of the Confidentiality clause of this Agreement. Waldron will retain its rights in Intellectual Property previously developed and applied to this engagement as well as its rights to broadly applicable methodologies or materials that may be applied, refined or developed in the course of this engagement.

WARRANTY OF TITLE TO THIRD PARTY TOOLS

Waldron warrants that to the best of its knowledge the intellectual property and/or Services provided by Consultant do not infringe any patent, trademark, or copyright whether domestic or foreign. Waldron further warrants that it has full power and authority to enter this Agreement and, that it has the right to provide Services to the Client in accordance with this Agreement.

HOLD HARMLESS

The Consultant and the Client will protect, defend, indemnify, and hold harmless each other, their officers, employees, trustees, and agents from any and all costs, fees (including attorney fees), claims, actions, lawsuits, judgments, awards of damages or liability of any kind, arising out of or in any way resulting from the negligent acts or omissions of each party, its officers, employees, sub-consultants of any tier and/or agents. Each party will be responsible for its own share of concurrent negligence. The Consultant and the Client agree that their obligations under this paragraph extend to any claim, demand, and/or cause of

action brought by or on behalf of any of their employees, sub-consultants of any tier or agents. The Consultant and the Client further agree that the foregoing mutual defense, indemnification and hold harmless obligations apply to attorney fees and costs incurred to successfully enforce the provisions of this section.

The Consultant will have no liability for Consultant's use of any information or materials provided to the Consultant by the Client or any of the Client's employees, agents, subcontractors, or consultants.

INDEMNIFICATIONS

Waldron will indemnify, defend, and hold the Client harmless from and against any and all claims, actions, damages, liabilities, costs and expenses, including reasonable attorney's fees and expenses, arising out of the death or bodily injury to an employee, agent, trustee, customer, business invitee, or visitor of the Client, or the damage, loss, or destruction of any property of any of them caused by negligent acts of Waldron.

The Client will, to the extent permitted by law, indemnify, defend, and hold Waldron harmless from and against any and all claims, actions, damages, liabilities, costs and expenses, including reasonable attorney's fees and expenses, arising out of bodily injury to an employee, agent, customer, business invitee, or visitor of Waldron, or the damage, loss, or destruction of any property of Waldron caused by negligent acts of the Client.

The indemnification, defense and hold harmless obligations contained herein will survive the expiration, termination or abandonment of this Agreement.

INSURANCE

Waldron will carry, maintain and present evidence of insurance coverage, if requested, in compliance with the standard requirements of the Client for similar Professional Services providers.

NOTICES

All notices required or permitted under this Agreement will be in writing or confirmed in writing and will be delivered in person, mailed by certified mail, return receipt requested, sent by facsimile, or e-mailed with returned confirmation to the respective party. Notices will be effective upon the earlier of receipt or on the second day after mailing.

CANCELLATION/TERMINATION:

Client may cancel the Services at any time, with 15-days notice to allow for an orderly disengagement. Client's only obligation to Waldron would be the fees incurred pro-rata and expenses actually incurred through the search termination date. The fee is pro rated over a 90-day schedule for these purposes. Cancellation must be in writing, via email is acceptable.

LEGAL JURISDICTION

This Agreement will be governed and construed in accordance with the laws of the State of Oregon.

ACCEPTED BY:

Waldron	**City of Sherwood**
Date:	Date:
Lara Cunningham	Keith Mays
Managing Director of Oregon & SW Washington	Mayor of the City of Sherwood
_____	_____

SCOPE OF WORK ATTACHMENT 1:

PLAN, SCHEDULE & BUDGET (WEEK 1)

Working in partnership with the City Council, Waldron will develop a plan, schedule and budget for the recruitment process. We will take into account deadlines, reporting requirements, and other determining factors necessary to launch a successful search.

During this stage of the project, Waldron staff will submit a draft timetable for the Council's approval. The timetable will include key milestones for the project, as well as the City Manager and Council's target for selection and appointment of the new position. The goal at this stage of the process is to establish clear roles and responsibilities, identify stakeholders and their expected levels of participation, and implement a mutually agreeable schedule.

DEVELOP CANDIDATE PROFILE (WEEKS 2-3)

Subject to the approval of the City Council, Waldron will develop a candidate profile, position description, and applicant qualifications for use as the basis for the solicitation of potential candidates. Techniques used to obtain a comprehensive candidate profile will include:

- Conducting private interviews with key stakeholders as directed to determine desired candidate skills, cultural and community fit, experiences, and attributes. These interviews are done on-site when practical and via telephone when necessary.
- If the City chooses, Waldron will facilitate employee and community involvement. This can be done by creating an online survey to gather information and/or talking to specific individuals to gain input, conducting town halls or community meetings, and meeting with key stakeholders, for example, business leaders, schools, neighborhood associations, faith-based organizations, surrounding communities and other partners.
- Reviewing the current position description (if any), and other archival information related to the position and the City.
- Preparing and refining the comprehensive Position Specification for the position which includes: A general description of the City; the basic function, authority and responsibilities of the City Manager; the City's immediate and long term goals, as well as the City's vision, mission, values and philosophy; all candidate qualification requirements including education, experience and personal characteristics; and, the position's salary range, benefits and relocation provision (if any). If needed, Waldron will conduct a salary survey for this position.

CANDIDATE SOLICITATIONS (WEEKS 3-7)

Waldron has developed an exhaustive list of print and web outlets that post available positions. In concert with the City Council, Waldron will develop a comprehensive list that includes websites, association journals, and social networking sites likely to reach the most diverse and highly qualified audience. We recognize the necessity of going beyond the obvious media outlets. We dedicate specialized researchers to locate and use informal groups and associations to provide our public sector clients with the best opportunity to reach talent. We are a budget conscious organization and will work with the City on the most appropriate and cost effective methods for advertising.

OUTREACH RECRUITMENT (WEEKS 3-7)

Waldron has developed a unique connection to many executives working in the public sector over the last 25 years. While we gain significant visibility through the strategic use of appropriate media, our success in bringing the best candidate pool forward relies on our ability to target and recruit proven candidates. This will be our approach to recruitment on behalf of the City.

Typical activities involved in recruiting for City Manager candidates will include:

- Utilizing Waldron's database and contacts from around the country to develop a comprehensive list of thousands of prospects to be reached through a direct email campaign.
- Waldron's deployment of key staff members dedicated to research and candidate identification.
- Waldron Consultants making direct recruitment calls to hundreds of contacts and prospective candidates.
- Direct correspondence with target prospects.
- Distributing position materials and announcements, as well as requests for supplemental information.

Our goal in this part of the project is to turn highly qualified prospects into an applicant pool that provides the City with a superior list of candidates for further consideration.

CANDIDATE SCREENING (WEEKS 7-9)

Throughout the solicitation and recruitment period, Waldron conducts phone and in-person interviews with 'high-potential' candidates that meet the City's requirements. As qualified candidate materials are submitted, we conduct an extensive Google search to ensure the candidate is highly qualified, ethical and accomplished. Following the interviews, we will review the most promising candidates with the City Council and recommend a pool for further consideration.

Our process will include having candidates provide a brief application and responses to supplemental questions developed in concert with the City Council. We have found that the completed supplemental materials can provide:

- A good sample of a candidate's writing ability.
- An early indicator of the sincerity of his/her interest.
- An opportunity to view a candidate's analytical, management, and communication styles.
- An indicator of his/her philosophy and values.

Using the results of our interviews, Google background search, the application, supplemental responses, resume, and any other materials submitted by candidates, we will partner with the City Council to identify candidates. Our goal at this stage of the project is to ensure that the City Council is reviewing a group of candidates that not only meet minimum qualifications, but also allow the Council to measure "fit" and see who is highly motivated to compete for the position.

REFERENCES AND FINAL INTERVIEW SCREENING (WEEKS 9-12)

As soon as the City Council and Waldron have selected the candidates for the final interviews, Waldron will engage in an intensive process of collecting references from peers, subordinates, and superiors. In preparation for final interviews we will work with the City Manager and Council to design the final interview process.

- position to evaluate candidates' performance and behaviors in past professional roles.
- Waldron will also arrange for and facilitate any desired follow up such as on-site visits or special additional meetings to close the process.
- Facilitation of the offer and negotiation process with selected candidates.
- Should you elect to not hire any candidates from the initial pool of finalists, Waldron will re-open recruiting until an acceptable candidate is identified and engaged.

REFERENCES AND FINAL INTERVIEW SCREENING CONTINUED (WEEKS 9-12)

Prior to final interviews, we will deliver a written report that includes the application, candidate answers to supplemental questions, resume, reference reports, and education verifications for each candidate. In addition, we provide our clients with:

- A list of suggested interview questions designed to augment questions that participants may wish to ask.
- A quantitative/qualitative scoring system to evaluate and compare the merits of each candidate (if desired).
- Assistance in making the needed travel arrangements (if any) for the final interviews, facility tours, or any testing needed by the department.
- Access to the Waldron project team to act as facilitators during the finalists' interviews.
- Extensive background reports, Waldron takes pride in its ability to run extremely thorough investigative reports on each finalist through our well-established local vendor.

Our background report includes:

- County Criminal Searches
- Civil Searches
- Nationwide Criminal Index/Sex Offender Registry
- Credit Report
- Education Verification
- Social Trace and Verification

This level of detail is more extensive than a typical Executive Search Firm's report.

The final interviews provide an opportunity to bring stakeholders together to evaluate candidates and provide feedback to the City Council. An open and fair process allows the City to gain buy-in from a multitude of stakeholders, and we will partner with you to design this process.

If desired, Waldron can facilitate the negotiation process with the finalists, in conjunction with the City Council. The Waldron Project Manager can begin the negotiation on behalf of the City with the selected candidate, and ensure a smooth transition.

Once a candidate has been selected, contingent upon an offer, we suggest that our client conduct on-site, in-person background checks. We have helped our clients design a process to spend a few days in the community of the candidate's most recent employer/community to interview community members, neighbors, co-workers, subordinates, supervisors, and elected officials. The information obtained through the on-site along with background reports, references and formal interviews allows our clients to make sound, informed decisions to hire the right person.

Project Cost

Professional Services Fee: Waldron's fee for providing professional services is $25,000.

Expenses: Expenses incurred are the responsibility of the client. Waldron will, when possible, pre-approve expenditures with you and maintain accurate records at all times. Expense items include, but are not limited to:

- Advertising the position in trade journals and other media. (Estimated $1500 or less)
- Telephone and facsimile expenses. (Estimated $50 or less)
- Delivery expenses. (Estimated $200 or less)
- Printing of documents and materials. (Estimated $150 or less)
- Travel and related costs for the consultants assigned to the project. (Estimated $500 or less)
- Travel and related expenses for candidates during the interview process. (Varies greatly depending on the number of out of state candidates and can range from $500 to $3,000)

A two percent (2%) charge will be added to all pass-through expenses referenced above for administrative costs. No additional cost add-ons are included.

Invoicing: Professional fees are invoiced in three equal installments during the course of the search. The initial installment is invoiced at the time Waldron is engaged. The second installment is invoiced following the semi-final work session. The final installment is invoiced at the conclusion of the search. Expenses are billed monthly. All invoices are due upon receipt by the client.

Guarantee: Waldron guarantees placement of a qualified candidate. Waldron will provide a **two-year** search guarantee of the selected individual. If the selected individual leaves the position for any reason other than death, physical or mental incapacity or termination initiated by the client without cause, we will conduct a replacement search with no additional service fee. The only cost to the client would be pass-through expenses related to the additional search. Within the guarantee period, Waldron must be notified in writing of a termination within 30-days of its occurrence.

Early Termination: You have the right to cancel the search at any time. Your only obligation to Waldron would be the fees and expenses incurred prior to cancellation.