

**City Administrator Recruitment Contract
City of Waukesha – GovHR USA**

This Contract is by and between the City of Waukesha, a Wisconsin municipal corporation, 201 Delafield Street, Waukesha, Wisconsin 53188, referred to herein as the City; and GovHR USA, an Illinois limited-liability company, 650 Dundee Road, Suite 270, Northbrook, Illinois 60062, referred to herein as GovHR. Together, the City and GovHR are referred to as the Parties.

Recitals

The City requires the assistance of an executive search firm to assist in identifying candidates for the position of City Administrator. The City wants the search to be nationwide, and to identify outstanding candidates.

GovHR has the capabilities to conduct a nationwide search for outstanding candidates for the position of City Administrator with the City, and is willing to perform a search for the City.

Now, therefore, in consideration of the mutual promises contained herein, the City and GovHR contract as follows:

- 1. General Terms.** GovHR shall conduct a nationwide search for candidates for the position of City Administrator for the City, screen potential candidates and identify the outstanding candidates based upon criteria developed mutually by GovHR and the City, provide to the City a list of qualified candidates, and generally assist the City in the process of selecting an individual for the position of City Administrator. GovHR shall use generally-recognized best practices within the executive recruitment industry, and shall use the most-current technology and resources in the recruitment process. GovHR shall continue its efforts until a candidate is hired by the City. GovHR will keep the City informed of progress at all times throughout the recruitment process. GovHR consultants shall be available to the City by telephone and email at all times during regular business hours to provide updates and answer questions.
- 2. Specific GovHR Duties.** GovHR shall conduct its candidate search substantially according to the following plan.
 - a. Phase One.** Phase One will include the following steps:
 - i. Interviews with members of the search committee, the departing City Administrator, and the City's senior staff as well as community stakeholders and any other individuals the City deems appropriate to best understand the responsibilities, challenges, and culture of the City.
 - ii. At least eight hours of one-on-one interviews will be conducted with elected officials, staff and the public in order to develop a Recruitment Brochure, which will outline the City's expectations for its next City Administrator and provide information to target recruitment.
 - iii. Assistance with establishing a salary for the City Administrator by conducting a salary survey of comparable cities.
 - iv. Development of a Job Announcement.
 - v. Development of a Recruitment Brochure for the City's review and approval.
 - b. Phase Two.** Phase Two will include the following steps:
 - i. Placement of a Job Announcement in all appropriate professional publications. In addition to public sector publications and web sites, outreach will include LinkedIn and other private sector resources.
 - ii. Development of a database of potential candidates having the leadership and management skills and experience identified in Phase One.

- iii. Outreach to potential candidates through e-mail, telephone, and Postal Service mail as appropriate.
- c. **Phase Three.** Phase Three will include the following steps:
 - i. Review and evaluation of candidates' credentials considering the criteria outlined in the Recruitment Brochure.
 - ii. Development of a matrix identifying key traits from the Recruitment Brochure such as education, experience, and the specific skills needed for the City Administrator. These traits will then be used as filters to screen the candidates into a group of 15 to 20 semi-finalists.
 - iii. Candidate interviews by telephone or Skype to further evaluate their qualifications and experience as well as their interpersonal skills.
 - iv. Roughly hour-long telephone interviews of semi-finalists, asking specific questions about their experiences and skill sets, to evaluate specific areas, and to assess verbal skills, energy and interest in the position.
 - v. Conferences with two references per candidate and an internet search of each candidate, to further verify candidates' abilities, work ethic, management and leadership skills, analytical skills, interpersonal skills, ability to interact with the media, and any areas identified for improvement.
 - vi. All résumés will be acknowledged and contacts and inquiries from candidates will be responded to personally.
- d. **Phase Four.** Phase Four will include the following steps:
 - i. Preparation of a Recruitment Report that presents the credentials of those candidates most qualified for the position, and sufficient copies for all individuals participating in the selection process. The Recruitment Report shall be in a binder which contains the candidates' cover letters, résumés, and a uniform "mini" résumé for each candidate.
 - ii. Preparation of a log of all candidates who applied for the position, including all résumés, if requested.
 - iii. Meetings to review Recruitment Reports and expand upon the information provided. The meetings will include a review of candidates' telephone interviews and excerpts from two references.
- e. **Phase Five.** Phase Five will include the following steps:
 - i. A Recommendation Meeting finalizing the interview process, including a discussion of any specific matters identified by the City.
 - ii. Development of first and second round interview questions, and interview books including the candidates' credentials, a summary of each candidate's credentials, a set of questions with room for interviewers to make notes, and an evaluation sheet to assist interviewers in assessing each candidate's skills and abilities.
 - iii. Development of an interview schedule for the candidates, coordinating travel and accommodations, and including a tour of City of Waukesha facilities and interviews with department heads and elected officials.
 - iv. A community "Meet and Greet," as a means for the community to interact and get to know the candidates in an informal setting. At this "Meet and Greet," candidates would give a brief overview of themselves and answer questions from the audience.

- v. After candidates for interview are selected, additional references will be contacted, verification of educational credentials, criminal court, credit, and motor vehicle and records checks, using Google, Facebook, Twitter, and other social media platforms. Employment verification will also be provided if requested.
- vi. A two-step interviewing process with typically five candidates interviewed in the first round, and two or three candidates are selected for second round interviews. GovHR will prepare a second round of interview questions and score sheet.
- vii. Consulting services by GovHR personnel who will be present for all of the interviews, serving as a resource and facilitator.

f. Phase Six.

- i. Assistance in salary and benefit negotiations and drafting of employment agreement.
- ii. Notification to all applicants of the final appointment action by the Common Council, including professional background information on the successful candidate.
- iii. Telephone follow-up and consultation to the Common Council and appointed City Administrator for six months following conclusion of the recruitment.

3. Time. GovHR shall commence its duties no later than August 6, 2014, and shall follow as closely as practicable the following schedule. GovHR shall complete its duties under this Contract no later than November 30, 2014, unless GovHR requests additional time and an extension is agreed to by the City.

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| On-site interviews of Waukesha officials and staff, development and approval of recruitment brochure Deliverable: recruitment brochure | Weeks 1 and 2 |
| Placement of professional announcements; Candidate identification, screening, interview and evaluation by consultant | Weeks 3 through 8 |
| Consultant recommendation of qualified candidates Deliverable: recruitment report | Week 9 |
| Selection of candidate finalists by Council; additional background and reference checks, report preparation and presentation Deliverable: interview reports including suggested questions and evaluation sheets | Week 10 |
| Interviews of selected finalist candidates; Council selection of final candidate; negotiation, offer, acceptance and appointment | Weeks 11 and 12 |

4. Fees for Services. The City shall pay GovHR the following fees:

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| Recruitment fee | \$12,500.00 |
| Recruitment expenses ¹ , not to exceed | \$4000.00 |

Advertising costs\$2000.00

Total Fees², not to exceed.....\$18,500.00

¹ Recruitment expenses include consultant travel, postage/shipping, telephone, support services, copying, and candidate due diligence efforts.

² This amount does not include travel and accommodations for candidates, see Section 8.

5. Assigned Consultants. Heidi Voorhees and Lee Szymborski shall be the consultants assigned to the performance of this Contract, and shall be responsible for oversight of GovHR's duties.

6. Unsuccessful First Round. In the event that no candidate is selected by the City from the group developed in the process described in Section 2 above, GovHR shall conduct additional searches, according to the process described in Section 2 above, at no additional cost to the City; however, the City shall pay GovHR's additional expenses if consultants are required to travel to Waukesha more than three times. GovHR shall not be required to conduct more than two searches if, in GovHR's determination, the City's failure to hire from the candidates presented by GovHR is unreasonable, unsupported by facts, or not in good faith.

7. Timing of Payments. The recruitment fee shall be paid in three equal installments. The first installment shall be due upon execution of this Contract, the second installment shall be due upon completion of Phase Five, and the final installment shall be due upon the hiring of a candidate supplied by GovHR. GovHR shall invoice the City for the recruitment fee installments. Recruitment expenses and advertising costs shall be invoiced as they are incurred, along with the recruitment fee installments. Payment terms are net 30 days.

8. Candidate Travel and Accommodations. Expenses for candidate travel and accommodations shall be paid by the City, and are in addition to the fees stated in Section 4. All candidate travel and accommodation expenses shall be pre-approved by the City, or the City shall have no obligation to pay them.

9. Optional Printed Brochures. Recruitment brochures are produced as electronic files. Printed brochures can be provided, if desired, for an additional cost of \$900.

10. Early Termination of Candidate. If a candidate hired by the City as a result of GovHR's performance of this Contract is terminated from employment by the City, or voluntarily terminates his or her employment with the City, within 24 months of the candidate's hiring, then at the City's option GovHR shall conduct another search for a replacement, upon the same terms and conditions described herein, provided, however, there shall be no Recruitment Fee and the City shall pay only expenses and advertising costs.

11. No Recruitment of Candidate. GovHR, and all employees, agents, owners, members, officers, directors and subsidiaries of GovHR, shall not, within the first five (5) years after the hiring of a candidate and while the candidate is still employed with the City, recruit the candidate, notify the candidate of other positions of employment, or otherwise interfere in any way, directly or indirectly, with the employment relationship between the candidate and the City.

12. Optional Post-Hiring Evaluation. Six months after a candidate's hiring, the City may opt to engage GovHR to conduct a performance evaluation of the candidate, including seeking feedback from elected officials and department directors, along with other constituents the City may designate. The post-hiring evaluation will be at additional cost, which will be negotiated before the evaluation takes place.

13. Costs of Enforcement. The Parties agree that in the event a lawsuit is necessary, in good faith, to enforce any term or condition of this Contract, then the breaching Party will pay the non-breaching Party's costs incurred in such legal action, including actual attorney fees, and such costs will be added to the judgment..

14. Integration. This Contract and any documents which are executed pursuant to this Contract embody the entire agreement of the Parties with respect to the subject matter expressed herein. All other inconsistent agreements and understandings of the Parties with respect only to the subject matter expressed herein are superseded and are unenforceable.

15. Amendments. No amendments, additions, or changes of any kind to this Contract will be valid unless in writing, signed by all of the Parties to this Contract, and attached to this Contract.

16. Severability. If any term of this Contract is unenforceable under law or for any other reason, then to the extent that unenforceable term can be severed from the remainder of this Contract without affecting the enforceability of the remainder of this Contract or substantially frustrating its purpose, it will be severed, and the remainder of this Contract will remain in effect and enforceable.

17. Governing Law and Jurisdiction. This Contract will be construed and enforced according to the laws of Wisconsin. The Parties agree that any lawsuit arising out of this Contract shall be filed in the Circuit Court for Waukesha County, Wisconsin, and the Parties consent to personal jurisdiction in Wisconsin and waive all jurisdictional defenses.

Dated the _____ day of _____, 2014.

GovHR USA, LLC



By: Heidi Voorhees

Title: Co-owner

By: _____

Title: _____

City of Waukesha

By Shawn N. Reilly, Mayor

Gina Kozlik, City Clerk

