

RESOLUTION NO. 11/08/16-1

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A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT BETWEEN THE CITY OF GARNETT, KANSAS AND THE LEAGUE OF KANSAS MUNICIPALITIES FOR ASSISTANCE IN SEARCHING FOR A NEW CITY MANAGER.

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WHEREAS, the City of Garnett, Kansas, has for many years operated as a Commission-Manager city; and

WHEREAS, the present city manager's retirement is imminent necessitating the City of Garnett to seek qualified candidates from which to select a replacement manager; and,

WHEREAS, the League of Kansas Municipalities has staff to assist a city in such search and hiring process, and a contract as set forth in "Exhibit A" recites the terms and conditions of an agreement acceptable to the City of Garnett, Kansas.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF GARNETT, KANSAS, that the Mayor and the City Clerk be and they are hereby authorized and directed to execute on behalf of the City of Garnett, Kansas, the said agreement between the City of Garnett, Kansas, and the League of Kansas Municipalities, substantially in the form appended to this resolution and marked "Exhibit A".

ADOPTED this _____ day of _____, 2016.

Mayor

Commissioner

Commissioner

A T T E S T:

City Clerk

LEAGUE OF KANSAS MUNICIPALITIES
**CONTRACT FOR LEAGUE EXECUTIVE/
ADMINISTRATIVE POSITION SEARCH**
City of Garnett

This **Service Agreement** is made and entered into this ____ day of November, 2016, between the City of Garnett, hereinafter referred to as the "City," and the League of Kansas Municipalities, hereinafter referred to as the "League."

Accordingly, the parties agree as follows:

Section I: Obligations of the League

The League shall assist the City in filling their position of City Manager. In assisting with this process, the League shall provide the services described below:

- (a) The League shall designate a Member Services Manager to work with the City Commission to develop a candidate recruitment profile.
- (b) The League shall use the candidate recruitment profile, any applicable ordinances, and the City's current job description for the position to make recommendations for possible changes in the job description if needed.
- (c) Based on the job description and the data obtained in the governing body, employees and community surveys, the League shall assist the City in creating an advertisement for the position. The League shall place advertisements in the locations selected by the City.
- (d) The League shall receive and review all resumes for compliance with the selected characteristics, criteria and job description requirements. The League shall provide the City with the complete pool of candidates prior to the applicant-review meeting between the League and City.
- (e) Based on the job description and the data obtained from the City, the League shall review the candidates for the position and recommend candidates for interviews.
- (f) The League shall schedule all selected candidates for interviews on a date mutually agreeable to the candidate and the City.
- (g) The League shall assist the City in the interview process by providing resources and guidance on conducting an effective interview.
- (h) Upon request from the City, the League shall arrange appropriate background-checks on selected candidate(s). Background-checks will be provided by a third party and are

performed under the applicable provisions of the Fair Credit Reporting Act (FCRA), to include verification of education credentials through the National Student Clearinghouse. The cost of background-checks for up to two candidates is included in the negotiated Fee.

- (i) Once a formal offer of employment has been extended and accepted, the League shall notify all candidates that the position has been filled.

Section II: Obligations of the City

The City shall cooperate in the executive search process as follows:

- (a) The City Commission shall take formal action in an open public meeting authorizing the proper execution of this Agreement.
- (b) The City shall coordinate the timely completion of the Distribution-of-Responsibility Surveys and the Ideal Candidate Profile.
- (c) The City shall provide the League with a current job description and any applicable ordinances concerning the duties of the position to be filled.
- (d) The City shall designate a single point of contact (POC) who will be responsible for the coordination with the League on all City LEAPS communication, activities and programs. The City shall provide the League with appropriate POC contact information.
- (e) The City shall not directly contact the candidates except as otherwise provided in this Agreement.
- (f) Upon being provided the complete pool of applicants by the League, the City shall determine the number of candidates to interview and which candidates to interview.
- (g) Following interviews, the City shall make any formal offer of employment directly to the candidate.
- (h) The City shall promptly notify the League when the City has filled the position or if the City has declined to select any of the candidates presented.
- (i) The City shall not reproduce any documents provided by the League without the express written consent of the League except as specifically authorized in this Agreement.

Section III: Compensation

- (a) **Fee:** The City shall pay the League a Fee of \$3,885.00 for the services provided under this agreement. The Fee includes: (i) the cost of background-checks for up to two candidates; and (ii) League staff time and expenses for up to two trips to the City.

(b) **Additional Costs:** In addition to the Fee, the City shall pay for: (i) Any additional trips to the City by League staff at the rate of \$150.00 per trip plus mileage at the current federal mileage rate per mile from the League's office; (ii) All advertising expenses at actual cost; and (iii) all additional background checks not included in the Fee at actual cost.

(c) **Payment Due:**

- (i) **Initial Payment:** The City shall pay half of the Fee upon accepting the League's offer to provide the City with an executive search program.
- (ii) **Final Payment:** The City shall pay the balance of the Fee and all additional expenses upon a trigger of termination as specified in Section IV.
- (iii) **Exception:** If the executive search is not completed before December 30, for accounting purposes, the League may invoice for all outstanding expenses.

Section IV: Termination

- (a) **Term:** The executive search program will commence on the date that the League's Executive Director executes and delivers this agreement and ends when (i) the City has filled the position, (ii) the City has declined to select any of the candidates presented, or (iii) 12 months from the date of the League's Executive Director's signature on the contract, whichever occurs first. The executive search program will be conducted on a schedule mutually agreed to by the parties. Both parties agree that they will not unreasonably withhold agreement to such schedule.
- (b) **City's Obligations upon Termination:** Upon termination, the City shall pay the balance of the Fee and all unpaid expenses within 90 days.
- (c) **League's Obligations upon Termination:** Upon termination, the League's obligations are complete.
- (d) **Early Termination by the City:** If the City chooses to early terminate the contract, all outstanding expenses will immediately become due. All payments already made are nonrefundable. If the City chooses to terminate the contract after the League has provided the Candidate Profile book, the contract will be deemed substantially complied with and the City shall pay the balance of the Fee and all unpaid expenses within 90 days from the notice of termination. Upon early termination by the City, the League shall immediately notify all candidates that the League is no longer involved in the City's hiring process.
- (e) **Early Termination by the League:** The League reserves the right to terminate this contract at any time. Upon termination, the City shall be responsible for all costs incurred as of the date of termination. If the League chooses to exercise its right to terminate the contract, no information gathered about potential candidates will be shared with the City.

Section V: General Provisions

- (a) This constitutes the whole agreement between the parties and supersedes all prior negotiations and agreements. The League’s responsibility under this professional service agreement shall be to assist the City in its search for a new City Manager as described in this contract. This Agreement binds and benefits the parties and their respective successors and assigns.

- (b) This Agreement is to be governed by and construed in accordance with the laws of Kansas, without regard to its conflict of law principles. The City shall hold the League harmless from any liability and shall indemnify the League for any expenses, costs, or damages in connection with any complaint or proceeding in regard to filling the position of City Manager. In the event a court of competent jurisdiction finds the League liable for negligence in the performance of its duties under this contract, the League shall hold harmless and indemnify the City to the extent of the League’s liability. The League shall not be liable for any hiring decision made by the City.

- (c) This Agreement may be amended only by an agreement approved and signed by both parties.

To evidence the parties’ agreement to this Service Agreement, they have executed and delivered it on the date set forth in the preamble.

LEAGUE OF KANSAS MUNICIPALITIES

CITY OF GARNETT

Erik Sartorius
Executive Director _____
Date

Greg Gwin
Mayor _____
Date

ATTEST:

City Clerk