

SPONSORED BY: MAYOR DOWNING

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-120
Series of 2015

Series of 2015

A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND STRATEGIC GOVERNMENT RESOURCES TO CONDUCT AN EXECUTIVE SEARCH PROCESS FOR THE RECRUITMENT AND SELECTION OF A CITY MANAGER

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTHGLENN, COLORADO, THAT:

Section 1. The Professional Services Agreement between the City of Northglenn and Strategic Government Resources, attached hereto, in an amount not to exceed \$27,000.00 to conduct an executive search process for the recruitment and selection of a city manager is hereby approved and the Mayor is authorized to execute same on behalf of the City of Northglenn.

DATED, at Northglenn, Colorado, this _____ day of _____, 2015.

JOYCE DOWNING
Mayor

ATTEST:

JOHANNA SMALL, CMC
City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between the City of Northglenn, State of Colorado (hereinafter referred to as the "City") and Strategic Government Resources (hereinafter referred to as "Consultant").

RECITALS:

A. The City requires professional services.

B. Consultant has held itself out to the City as having the requisite expertise and experience to perform the required work for the Project.

NOW, THEREFORE, it is hereby agreed for the consideration hereinafter set forth, that Consultant shall provide to the City, professional consulting services for the Project.

I. SCOPE OF SERVICES

Consultant shall furnish all labor and materials to perform the work and services required for the complete and prompt execution and performance of all duties, obligations, and responsibilities for the Project which are described or reasonably implied from **Exhibit A** which is attached hereto and incorporated herein by this reference.

II. THE CITY'S OBLIGATIONS/CONFIDENTIALITY

The City shall provide Consultant with reports and such other data as may be available to the City and reasonably required by Consultant to perform hereunder. No project information shall be disclosed by Consultant to third parties without prior written consent of the City or pursuant to a lawful court order directing such disclosure. All documents provided by the City to Consultant shall be returned to the City. Consultant is authorized by the City to retain copies of such data and materials at Consultant's expense.

III. OWNERSHIP OF WORK PRODUCT

The City acknowledges that the Consultant's work product is an instrument of professional service. Nevertheless, the products prepared under this Agreement shall become the property of the City upon completion of the work.

IV. COMPENSATION

A. In consideration for the completion of the services specified herein by Consultant, the City shall pay Consultant an amount not to exceed Twenty Seven Thousand Dollars(\$27,000.00). Payment shall be made in accordance with the schedule of charges in Exhibit B which is attached hereto and incorporated herein by this reference. Invoices will be itemized and include hourly breakdown for all personnel and other charges. The maximum fee specified herein shall include all fees and expenses incurred by Consultant in performing all services hereunder.

B. Consultant may submit monthly or periodic statements requesting payment. Such request shall be based upon the amount and value of the work and services performed by Consultant under this Agreement except as otherwise supplemented or accompanied by such supporting data as may be required by the City.

1. All invoices, including Consultant's verified payment request, shall be submitted by Consultant to the City no later than the twenty-fourth (24th) day of each month for payment pursuant to the terms of this Agreement. In the event Consultant fails to submit any invoice on or before the twenty-fourth (24th) day of any given month, Consultant defers its right to payment pursuant to said late invoice until the twenty-fourth (24th) day of the following month.

2. Progress payments may be claimed on a monthly basis for reimbursable costs actually incurred to date as supported by detailed statements, including hourly breakdowns for all personnel and other charges. The amounts of all such monthly payments shall be paid within thirty (30) days after the timely receipt of invoice as provided by this Agreement.

C. The City has the right to ask for clarification on any Consultant invoice after receipt of the invoice by the City.

D. In the event payment for services rendered has not been made within forty-five (45) days from the receipt of the invoice for any uncontested billing, interest will accrue at the legal rate of interest. In the event payment has not been made within ninety (90) days from the receipt of the invoice for any uncontested billing, Consultant may, after giving seven (7) days written notice and without penalty or liability of any nature, suspend all work on all authorized services specified herein. In the event payment in full is not received within thirty (30) days of giving the seven (7) days written notice, Consultant may terminate this Agreement. Upon receipt of payment in full for services rendered, Consultant will continue with all authorized services.

E. Final payment shall be made within sixty (60) calendar days after all data and reports (which are suitable for reproduction and distribution by the City) required by this Agreement have been turned over to and approved by the City and upon receipt by the City of Consultant's certification that services required herein by Consultant have been fully completed in accordance with this Agreement and all data and reports for the Project.

V. COMMENCEMENT AND COMPLETION OF WORK

Within seven (7) days of receipt from the City of a Notice to Proceed, Consultant shall commence work on all its obligations as set forth in the Scope of Services or that portion of such obligations as is specified in said Notice. Except as may be changed in writing by the City, the Project shall be complete and Consultant shall furnish the City the specified deliverables as provided in Exhibit A.

VI. CHANGES IN SCOPE OF SERVICES

A change in the Scope of Services shall constitute any material change or amendment of services or work which is different from or additional to the Scope of Services specified in Section I of this Agreement. No such change, including any additional compensation, shall be effective, or paid unless authorized by written amendment executed by the City. If Consultant proceeds without such written authorization, then Consultant shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum meruit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the City shall have the authority to enter into any changes or modifications, either directly or implied by a course of action, relating to the terms and scope of this Agreement.

VII. PROFESSIONAL RESPONSIBILITY

A. Consultant hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.

B. The work performed by Consultant shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community.

C. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by Consultant under this Agreement. Consultant shall, without additional compensation, correct or resolve any errors or deficiencies in his designs, drawings, specifications, reports, and other services, which fall below the standard of professional practice, and reimburse the City for construction costs caused by errors and omissions which fall below the standard of professional practice.

D. Approval by the City of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve Consultant of responsibility for technical adequacy of the work. Neither the City's review, approval or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Consultant shall be and remain liable in accordance with applicable performance of any of the services furnished under this Agreement.

E. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

VIII. ILLEGAL ALIENS

A. Certification. By entering into this Agreement, Consultant hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that Consultant will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement.

B. Prohibited Acts. Consultant shall not:

1. Knowingly employ or contract with an illegal alien to perform work under this Agreement; or
2. Enter into a contract with a subcontractor that fails to certify to Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

C. Verification.

1. Consultant has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

2. Consultant shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

3. If Consultant obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien who is performing work under the Agreement, Consultant shall:

a. Notify the subcontractor and the City within three (3) days that Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under the Agreement; and

b. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (a) hereof, the subcontractor does not stop

employing or contracting with the illegal alien who is performing work under the Agreement; except that Consultant shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien who is performing work under the Agreement.

D. **Duty to Comply with Investigations.** Consultant shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Consultant is complying with the terms of this Agreement.

E. If Consultant does not currently employ any employees, Consultant shall sign the NO Employee Affidavit attached hereto.

F. If Consultant wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Consultant shall sign the Department Program Affidavit attached hereto.

IX. INDEMNIFICATION

A. **INDEMNIFICATION – GENERAL:** The City cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Consultant or any other person or entity whatsoever, for any purpose whatsoever. Provided that the claims, demands, suits, actions or proceedings of any kind are not the result of professional negligence, the Consultant, to the fullest extent permitted by law, shall defend, indemnify and hold harmless the City, its Council members, officials, officers, directors, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including worker's compensation claims, in any way resulting from or arising from the services rendered by Consultant, its employees, agents or subconsultants, or others for whom the Consultant is legally liable, under this Agreement; provided, however, that the Consultant need not indemnify or save harmless the City, its Council members, its officers, agents and employees from damages resulting from the negligence of the Council members, officials, officers, directors, agents and employees.

B. **INDEMNIFICATION FOR PROFESSIONAL NEGLIGENCE:** The Consultant shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the City, its Council members, and any of its officials, officers, directors, and employees from and against damages, liability, losses, costs and expenses, including reasonable attorneys fees, but only to the extent caused by or arising out of the negligent acts, errors or omissions of the Consultant, its employees, agents or subconsultants, or others for whom the Consultant is legally liable, in the performance of professional services under this Agreement. The Consultant is not obligated under this subparagraph IX.B. to indemnify the City for the negligent acts of the City, its Council members, or any of its officials, officers, directors, agents and employees.

C. **INDEMNIFICATION – COSTS:** Consultant shall, to the fullest extent permitted by law, defend, investigate, handle, respond to, and provide defense for and defend against, any such liability, claims or demands at the sole expense of Consultant or, at the option of the City, agrees to pay the City or reimburse the City for the defense costs incurred by the City in connection with any such liability, claims or demands. Consultant shall, to the fullest extent permitted by law, defend and bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims or demands alleged are groundless, false or fraudulent. If it is determined by the final judgment of a court of any competent jurisdiction that such injury, loss or damage was caused in whole or in part by the act, omission or other fault of the City, its Council members, officials, officers, directors, agents and employees, the City shall reimburse Consultant for the portion of the judgment attributable to such act, omission or other fault of the City, its Council members, officials, officers, directors, agents and employees.

X. INSURANCE

A. Consultant agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Consultant pursuant to Section IX, above. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law. Consultant shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section IX, above, by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

B. Consultant shall procure and maintain, and shall cause any subcontractor of Consultant to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by Consultant pursuant to Section IX, above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Worker's Compensation Insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Contract, and Employer's Liability Insurance with minimum limits of five hundred thousand dollars (\$500,000) each incident, five hundred thousand dollars (\$500,000) disease - policy limit, and five hundred thousand dollars (\$500,000) disease - each employee.

2. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision.

3. Professional liability insurance with minimum limits of six hundred thousand dollars (\$600,000) each claim and one million dollars (\$1,000,000) general aggregate.

C. The policy required by paragraph 2. above shall be endorsed to include the City and the City's officers, employees, and consultants as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, its employees, or its consultants shall be excess and not contributory insurance to that provided by Consultant. No additional insured endorsement to the policy required by paragraph 1. above shall contain any exclusion for bodily injury or property damage arising from completed operations. Consultant shall be solely responsible for any deductible losses under any policy required above.

D. The certificate of insurance provided for the City shall be completed by Consultant's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the City prior to commencement of the Agreement. No other form of certificate shall be used. If the City is named as an additional insured on any policy which does not allow for the automatic addition of additional insureds, the Consultant's insurance agent shall also provide a copy of all accompanying endorsements recognizing the City as an additional insured. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the City. The completed certificate of insurance shall be sent to:

City of Northglenn
 Attn: David Willett, Acting City Manager
 11701 Community Center Drive
 Northglenn, Colorado 80233-8061

E. Failure on the part of Consultant to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of agreement upon which the City may immediately terminate this Agreement, or at its discretion, the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Consultant to the City upon demand, or the City may offset the cost of the premiums against any monies due to Consultant from the City.

F. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

G. The parties hereto understand and agree that the City, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently three hundred fifty thousand dollars (\$350,000) per person and nine hundred ninety thousand dollars (\$990,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Colo. Rev. Stat., §§ 24-10-101, et seq., as from time to time amended, or otherwise available to the City, its officers, or its employees.

XI. NON-ASSIGNABILITY

Neither this Agreement, nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.

XII. TERMINATION

This Agreement shall terminate at such time as the work in Section I is completed and the requirements of this Agreement are satisfied, or upon the City's providing Consultant with seven (7) days advance written notice, whichever occurs first. In the event the Agreement is terminated by the City's issuance of said written notice of intent to terminate, the City shall pay Consultant for all work previously authorized and completed prior to the date of termination. If, however, Consultant has substantially or materially breached the standards and terms of this Agreement, the City shall have any remedy or right of set-off available at law and equity. If the Agreement is terminated for any reason other than cause prior to completion of the Project, any use of documents by the City thereafter shall be at the City's sole risk, unless otherwise consented to by Consultant.

XIII. CONFLICT OF INTEREST

The Consultant shall disclose any personal or private interest related to property or business within the City. Upon disclosure of any such personal or private interest, the City shall determine if the interest constitutes a conflict of interest. If the City determines that a conflict of interest exists, the City may treat such conflict of interest as a default and terminate this Agreement.

XIV. VENUE

This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Adams, State of Colorado.

XV. INDEPENDENT CONTRACTOR

Consultant is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Consultant to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Consultant for all purposes. Consultant shall make no representation that it is the employee of the City for any purposes.

XVI. NO WAIVER

Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the City shall not constitute a waiver of any of the other terms or obligation of this Agreement.

XVII. ENTIRE AGREEMENT

This Agreement and the attached Exhibits A and B is the entire Agreement between Consultant and the City, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified, or changed, except as specified herein.

XVIII. SUBJECT TO ANNUAL APPROPRIATION

Consistent with Article X, Section 20 of the Colorado Constitution, any financial obligations of the City not to be performed during the current fiscal year are subject to annual appropriation, and thus any obligations of the City hereunder shall extend only to monies currently appropriated.

XIX. NOTICE

Any notice or communication between Consultant and the City which may be required, or which may be given, under the terms of this Agreement shall be in writing, and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first class United States Mail, addressed as follows:

The City: City of Northglenn
 11701 Community Center Drive
 Northglenn, Colorado 80233-8061

Consultant: Ron Holifield, Chief Executive Officer
 P.O. Box 1642
 Keller, Texas 76244

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in duplicate.

CITY OF NORTHGLENN, COLORADO

By: _____

Joyce Downing,
Print Name

Mayor
Title _____ Date

ATTEST:

Johanna Small, CMC Date
City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann Date
City Attorney

CONSULTANT:

By: Cyndy Brown

Cyndy Brown
Print Name

Managing Director of Recruitment 9/22/15
Title Date

ATTEST:

By: Abi Compton
Abi Compton
Print Name

Executive Search Coordinator
Title Date

City's Project Manager

EXHIBIT A

Project Methodology

SGR provides a comprehensive scope of executive search services, and each executive search service contract is tailored to meet the client's specific needs. However, a full service executive search typically entails the following:

- 1. Organizational Inquiry and Analysis**
 - Outline Project Plan and Timeline
 - Individual Interviews with Search Committee/ Key Personnel/ Community Leaders (if desired)
 - Development of Position Profile and Professional Production of Brochure
- 2. Advertising and Recruitment**
 - Ad Placement
 - Recruitment Video (optional)
 - Social Media and Marketing of Position
 - Ongoing Communication with Applicants and Prospects
- 3. Initial Screening and Review**
 - Management of Applications
 - Evaluation and Triage of Resumes
 - Search Committee Briefing to Facilitate Selection of Semifinalists
- 4. Evaluation of Semifinalist Candidates**
 - Personal Interaction with Semifinalist Candidates
 - Written Questionnaire
 - Recorded Online Interviews
 - Media Search Stage 1
 - Semifinalist Briefing Books
 - Search Committee Briefing to Select Finalists
- 5. Evaluation of Finalist Candidates**
 - Comprehensive Media Search Stage 2
 - Comprehensive Background Investigation Report
 - DiSC Management Assessment
 - I-OPT Assessment
 - Finalist Briefing Books
 - Press Release (if desired)
 - Stakeholder Engagement (if desired)
- 6. Interview Process**
 - First Year Game Plan (if desired)
 - Assessment Exercise
 - Conduct Interviews
 - Deliberations
 - Reference Checks
- 7. Negotiations and Hiring Process**
 - Determine the Terms of an Offer
 - Negotiate Terms and Conditions of Employment
 - Transition Strategy
- 8. Post-Hire Team Building Workshop (supplemental service, if desired)**
 - I-OPT Team Building Workshop

Step 1: Organizational Inquiry and Analysis

In the Organizational Inquiry and Analysis Stage, SGR devotes tremendous energy to understanding your organization's unique culture, environment, and goals to ensure you get the right match for your particular needs.

Outline Project Plan and Timeline

SGR will meet with the client at the outset of the project to finalize the search plans and timeline. At this time, SGR will also request that the client provide additional information about the community, organization, and position. Information requested will include general information and available resources about the community, school district, economic vitality, political leadership, organization, strategic plan, governing body goals and objectives, budget information, major projects, job description, salary range, benefits package, etc.

Individual Interviews with Search Committee and Key Personnel (if desired)

Fully understanding your organizational needs is the most critical part of conducting a successful executive search. SGR conducts individual interviews with the Search Committee, key staff, and/or direct reports to find out more about the position, special considerations, and the political environment. These interviews last approximately 30 minutes to one hour each and identify individual issues that may affect the dynamics of the search, as well as develop a composite understanding of the organization's preferences. This process helps with organizational buy-in and will assist us in developing the Position Profile as we look for any significant staff issues or major disconnects that may not otherwise be apparent.

Development of Position Profile Brochure

Following the individual interviews and internal analysis, SGR will develop a draft Position Profile Brochure that is reviewed and revised in partnership with your organization until everyone agrees it accurately reflects the sought-after leadership and management characteristics. A sample brochure is included with this proposal document.

Step 2: Advertising and Recruitment

The Advertising and Recruitment stage includes ad placement, email distribution of the Position Profile, responding to inquiries about the position, and ongoing communication with applicants and prospects.

Ad Placement/ Social Media and Marketing of Position

The Executive Recruiter and client work together, to determine the best ways to advertise and recruit for the position. Ads are typically placed in various state and national publications, targeting the most effective venues for reaching qualified candidates for that particular position.

SGR's preferred strategy is to rely on email distribution of the Position Profile brochure to key opinion leaders and potential prospects across the country. The position will be announced in our "10 in 10" e-newsletter, which reaches over 75,000 local government professionals, in

addition to a targeted email announcement to specific professional categories and/or areas of the country. By utilizing an email distribution strategy, these brochures tend to “get legs” of their own, resulting in a very high penetration rate at minimal cost.

SGR will utilize Facebook, Twitter, personal phone calls, personal emails, and LinkedIn to promote the position. This communication is both to solicit high potential candidates and to encourage key local government professionals to share information within their professional circles.

Recruitment Video

SGR offers the option of developing a custom video recruitment ad, which can be posted on YouTube and linked to other media sources. It is estimated that job postings with video icons are viewed 12 percent more than traditional job postings, and that the job application rate increases by an average of 34 percent when video is added. A sample SGR recruitment video for the City of Owasso, Oklahoma, can be viewed at: <http://bit.ly/OwassoOKCM>.

Ongoing Communication with Applicants and Prospects

SGR communicates with all applicants on a frequent and ongoing basis to ensure applicants stay enthusiastic about the opportunity. Outstanding prospects often will not submit a resume until they have done considerable homework on the available position. A significant number of inquiries will be made, and it is essential that the executive search firm be prepared to answer those questions with fast, accurate, and complete information, and in a warm and personal manner. This is one of the first places a prospective candidate will develop an impression about organization, and it is an area in which SGR excels. SGR also utilizes Google Alerts for each client organization and provide updates to our Executive Recruiters and applicants of any references made regarding the client organization in various media outlets.

Step 3: Initial Screening and Review

This stage of the executive search involves managing the flow of resumes, and screening and evaluating resumes.

Management of Applications

Handling the flow of resumes is an ongoing and significant process. On the front end, it involves tracking resumes and promptly acknowledging their receipt. It also involves timely and personal responses to any questions or inquiries.

Evaluation and Triage of Resumes

SGR uses a triage process to identify high probability, medium probability, and low probability candidates. The triage ranking is focused on overall assessment based on interaction with the applicant, qualifications, any known issues regarding previous work experience, and evaluation of cultural fit with the organization.

In contrast with the triage process described above, which focuses on subjective assessment of the resumes and how the candidates present themselves, we also evaluate each candidate to

make sure that the minimum requirements of the position are met, and which of the preferred requirements are met. This sifting process assesses how well candidates' applications fulfill the recruitment criteria outlined in the Position Profile.

Search Committee Briefing / Selection of Semifinalist Candidates

At this briefing, SGR will provide a comprehensive progress report via PowerPoint presentation and will facilitate the selection of approximately 10-12 semifinalists. The presentation will include summary information on the process so far, the candidate pool overall, and any trends or issues that have arisen, as well as a briefing on each candidate and their credentials. No other firm offers this level of reporting detail and transparency.

Step 4: Evaluation of Semifinalist Candidates

Reviewing resumes is an important and valuable step in the executive search process. However, the simple fact is that resumes can be misleading. They tell you nothing about the individual's personal qualities or his/her ability to get along with other people. Resumes can also exaggerate or inflate accomplishments or experience. SGR's responsibility is to go more in-depth than the resume to ensure that those candidates who continue in the process are truly outstanding.

Personal Interaction with Semifinalist Candidates

SGR's goal is to have a clear understanding of the person behind the resume and what makes him/her an outstanding prospect for you. The evaluation of semifinalist candidates includes follow-up by phone when appropriate to ask any questions about underlying issues.

Written Questionnaire

SGR will ask semifinalist candidates to complete a comprehensive written exercise designed to provide greater insight into candidate thought processes and communication styles. SGR's written instrument is custom-designed around the priorities identified by the Search Committee and usually includes about 20 questions focusing on 5-6 key areas of particular interest to the client. This written instrument will be included with the semifinalist briefing book with the cover letters and resumes.

Recorded Online Interviews

SGR offers recorded online videos of candidates answering pre-recorded questions. This provides a very insightful, efficient and cost effective way to gain additional insights to utilize in selecting finalists you want to come in for live interviews. The online interviews allow the Search Committee to evaluate technological competence, demeanor, verbal communication skills, and on-camera presence. Online interviews also convey to candidates that the organization is using leading edge technology in its business processes and provide an opportunity for the Search Committee to ask candidates questions on specific topics of special interest. Online interviews are emailed to the Search Committee for viewing prior to selection of finalist candidates.

Media Search Stage 1

Stage 1 of our media search involves a comprehensive review of all newspaper articles on the candidate in major news outlets within the previous two years. These media reports at the semifinalist stage have proven helpful by uncovering issues that were not previously disclosed by prospective candidates. The Executive Recruiter will communicate any “red flags” to the Search Committee immediately upon discovery.

Search Committee Briefing / Selection of Finalist Candidates

Prior to this briefing, SGR will provide each member of the Search Committee with a briefing book on the semifinalist candidates. The briefing book will include written questionnaires, online interviews, and any additional information obtained about the candidate. The purpose of this briefing is to facilitate narrowing the list to 4-6 finalists who will be invited for personal interviews.

Step 5: Evaluation of Finalist Candidates

Once the finalists have been selected, SGR will coordinate with you to schedule interviews.

Comprehensive Media Search Stage 2

These Stage 2 Media Reports are compiled by utilizing our proprietary media search process including variations of the candidates’ names and states/cities in which they have lived or worked, and searches of local papers where the candidates have lived or worked. We also search social media sites. The Media Reports typically range from 20-300 pages per candidate and may include news articles, links to video interviews, blog posts by residents, etc. The Media Reports are put into an easy-to-read format and recorded onto flash drives for the Search Committee. The candidate’s name is highlighted each time it appears.

These media reports have proven helpful to Search Committees by uncovering issues that were not previously disclosed by candidates and that would likely not have been discovered through an automated search or Google search, typically used by other search firms. The Media Reports also give the Search Committee an overview of the type and extent of press coverage that a candidate has experienced over the course of his/her career.

Comprehensive Background Investigation Reports

Through SGR’s partnership with FirstCheck, a licensed private investigations company, we are able to provide our clients with comprehensive background screening reports that include detailed information such as:

- Social Security number trace
- Address history
- Driving history/motor vehicle records
- Credit report
- Federal criminal search
- National criminal search
- County wants and warrants

- Global homeland security search
- Sex offender registry search
- State criminal search (for current and previous states of residence)
- County criminal search (for every county in which candidate has lived or worked)
- County civil search (for every county in which the candidate has lived or worked)
- Education verification

A sample Background Investigation Report is included with this proposal document.

Assessments (DiSC and I-OPT)

It is critical for you to know as much as you can about your new executive before hiring him/her. Historically, employers have depended upon resumes, references, and interviews as sources of information for making hiring decisions. In practice, these sources have often proved inadequate for consistently selecting successful employees. The use of assessments has become essential for employers who want to place the right people in the right positions.

SGR uses a DiSC Management assessment tool, which is among the most validated and reliable personal assessment tools available. The DiSC Management Profile analyzes and reports comprehensively on the candidate's preferences in five vital areas: management style, directing and delegating, motivation, development of others, and working with his/her own manager.

The I-OPT Assessment is a tool that measure how a person perceives and processes information. How someone perceives and processes information has a profound impact on what motivates a person, how a person sees an issue, and how that person interacts with others on team projects. Understanding one's own I-OPT Profile makes it possible to be more self-aware. Understanding another's I-OPT Profile helps predict how he or she will approach any given situation. (In a City Manager search, this will include I-OPT reports of the finalist candidates, direct reports, and city council. In department head searches, this will include I-OPT reports of the finalist candidates, City Manager, Assistant City Manager, peer department heads, and direct reports.)

Press Release (if desired)

Until you have "sealed the deal," you need to be cautious in order to avoid the embarrassment of a premature announcement that does not work out. You also want to try to notify all senior staff and unsuccessful candidates before they read about it in the newspaper. SGR will assist with this coordination and with drafting any announcements or press releases.

Stakeholder Engagement (if desired)

At the discretion of the Search Committee, we will work closely with your organization to engage stakeholders in the recruitment process. Our recommendation is that we design a specific stakeholder engagement process after we learn more about the organization and the community. Different approaches work best in different communities. Below is an array of options we have used in the past, but we will collaborate with your organization to determine

which option, or combination of options, will be the most effective for the unique needs of the organization.

- Interviewing community leaders at the outset of the search;
- Holding a public forum for citizen engagement at the outset of the search;
- Facilitating a Q&A series in the local newspaper with finalist candidates. This would run a week or two prior to the interviews;
- Utilize a citizen committee to conduct the early stage candidate screening and then turn over a semifinalist list to the City Council;
- Community leader reception;
- Meet and greet;
- Search Committee and key community leader dinner meeting;
- “Round Robin” forum meetings with various community groups during a multi-day interview process; and,
- Site visits by citizen committee members to the finalist candidates’ communities to report back.

Step 6: Interview Process

Once the finalists have been selected, SGR will coordinate with you to schedule interviews.

First Year Game Plan (if desired)

“First Year Game Plan” process where finalist candidates are provided with elected official, key staff, and community leader contact information, and the candidates are given free rein to make contact with all of them in advance and use those insights to develop a “first year game plan” based on what they know so far. Feedback is received from the key contacts on their impressions of the finalist candidates from the interactions with the candidates prior to the interviews.

Assessment Exercise

This is a proprietary assessment exercise customized to your search. Our assessment exercise provides the opportunity to evaluate candidates’ written and interpersonal communication skills, as well as critical analysis skills.

Conduct Interviews

SGR will schedule interviews at a date/time convenient to your organization. This process can be as simple, or as complex, as your organization desires. SGR will help you determine the specifics you need. SGR will prepare sample interview questions and will participate throughout the process to make it smooth and efficient.

Deliberations

At this meeting, SGR will facilitate a discussion about the finalist interviews and assist the Search Committee in making a decision on whether to bring back one or more candidates for a second interview.

Reference Checks

Our reference checks are the most comprehensive in the industry. We place very little confidence on the references provided by the candidates since those can be expected to be biased. Instead, we will typically talk to as many as 20 professional contacts for a given candidate including elected officials, direct supervisors, direct reports, internal organizational peers, professional peers in other organizations, civic leaders, and media representatives. We always seek out the candidate's greatest critics and greatest fans to ensure a complete, yet balanced, perspective and overview of each candidate.

Step 7: Negotiations and Hiring Process

Once the organization is ready to make an offer, SGR can provide additional assistance to the client in the following areas.

Determine the Terms of an Offer

Upon request, SGR will provide comparative data for selected organizations, appropriate employment agreement language, and other similar information to assist you in determining an appropriate offer to extend to your candidate of choice.

Negotiate Terms and Conditions of Employment

SGR will assist to whatever degree you deem appropriate in conducting negotiations with the chosen candidate. SGR will determine and define any special needs or concerns of the chosen candidate, including anything that could be a complicating factor. SGR is experienced and prepared to help craft win-win-solutions to negotiation "log-jams."

Transition Strategy

There are a variety of transition issues when hiring a new executive. SGR will brief the client on transition issues that need to be addressed and will provide a recommendation on what actions to take. Together, we will create a transition strategy that builds the foundation for a successful long-term relationship.

Step 8: Post-Hire Team Building Analysis (supplemental service)

SGR can provide a customized team building workshop after you hire for the position. SGR utilizes I-OPT, which is a validated measurement tool that shows how a person perceives and processes information. Because people "see" different things when they assess a situation, they are motivated to take various courses of action, so understanding you and your colleagues' I-OPT Profiles will enable you to work much more effectively as a team. Price is \$4,000 for a half-day onsite workshop, plus travel expenses, and \$150 per person for I-OPT reports (if not previously completed as part of the search process), which include Individual Analysis Report, Emotional Impact Management Report, Change Management Report, and Team Management Report. Two-Person Reports can be ordered for an additional fee of \$50 per report.

Timeline (Standard Search)

Task	Weeks
<ul style="list-style-type: none"> Contract Executed Outline Project Plan, Timeline Individual Interviews with Search Committee/ Key Personnel/ Community Leaders (if desired) 	Weeks 1
<ul style="list-style-type: none"> Development of Position Profile Brochure Search Committee Reviews and Approves Brochure 	Weeks 2-3
<ul style="list-style-type: none"> Ad Placements Accept Applications Email Distribution and Marketing of Position Profile 	Weeks 4-7
<ul style="list-style-type: none"> Triage and Scoring of Resumes 	Week 8
<ul style="list-style-type: none"> Search Committee Briefing (Slide Presentation)/Select Semifinalists Candidates Complete Questionnaire and Online Interviews Stage 1 Media Searches 	Week 9
<ul style="list-style-type: none"> Deliverable: Semifinalist Briefing Books 	Week 10
<ul style="list-style-type: none"> Search Committee Briefing/Select Finalist Candidates 	Week 11
<ul style="list-style-type: none"> Comprehensive Media Search Stage 2 Comprehensive Background Screening Report Candidates Complete DiSC Management Assessment Candidates Complete I-OPT Assessment 	Weeks 12-13
<ul style="list-style-type: none"> Deliverable: Finalist Briefing Books 	Week 14
<ul style="list-style-type: none"> Stakeholder Engagement (if desired) Conduct Interviews Deliberations Reference Checks Negotiations Announcement/Press Release 	Week 15

**Each search timeline is different based on the particular needs of the organization. SGR has completed searches in as little as 45 days, although this is not the recommended approach. We have also extended searches well beyond 15 weeks, based on the preference of the client.*

Provision of Service Guarantee

SGR guarantees that you will be satisfied with the results of the search process, or we will repeat the entire process at no additional professional fee until you find a candidate that you desire. Additionally, if you select a candidate who resigns or is released within 24 months of their hire date, SGR will repeat the process at no additional professional fee to the client. We also guarantee that we will not directly solicit a candidate we bring to you for another job.

EXHIBIT B

Project Cost

All-Inclusive Not-to-Exceed Maximum Price

Professional Services Fee:	\$ 18,500
Not-to-Exceed Expenses:	\$ 8,500
All-Inclusive, Not-to-Exceed Maximum Price:	\$ 27,000*

Not-to-Exceed Expense Items *(Included in Pricing Above)*

SGR considers incidentals to be covered by the professional services fee, and we do not bill the client for any expenses except for those explicitly detailed herein.

Not-to-Exceed Expense items include:

- Professional production of a high quality brochure. This brochure (typically 3-4 pages) is produced by SGR's graphic designer for a flat fee of \$1,500.
- Ad placement in appropriate professional publications, including trade journals and websites, and related advertising to announce the position. This is billed at actual cost, with no markup for overhead.
- Printing of documents and materials. Reproduction costs for reports and briefing books presented to the client at 23 cents per copy, plus the cost of binders/binding. Electronic discs are billed at \$5 each. Flash drives are billed at \$10 each.
- Online interviews. There is a cost of \$200 for each recorded online interview. SGR recommends conducting online interviews at the semifinalist stage (up to 12 semifinalists).
- Psychometric Assessments. There is a cost of \$150 per candidate for the DiSC Management Profile. There is a cost of \$150 per candidate for the I-OPT Assessment as well (up to 6 finalists).
- Comprehensive Media Reports – Stage 2. There is a cost of \$350 per candidate. SGR recommends conducting Stage 2 media searches on the finalist candidates (up to 6 finalists).
- Comprehensive Background Investigation Reports. There is a cost of \$300 per candidate for comprehensive background screening reports prepared by our licensed private investigations provider. SGR recommends conducting comprehensive background investigations on the finalist candidates (up to 6 finalists).
- Travel and related costs for the Project Manager incurred for the benefit of the client. Meals are billed back at a per diem rate of \$10 for breakfast, \$15 for lunch, and \$25 for dinner. Mileage will be reimbursed at the current IRS rate. All other travel-related expenses are billed back at actual cost, with no markup for overhead.

***Supplemental Services**

The supplemental services listed below are **not** included in the maximum price above. These include:

- Candidate Travel. Candidates are typically reimbursed directly by the client for travel expenses. If the client prefers a different arrangement for candidate travel, SGR will be glad to accommodate the client's wishes.
- Recruitment video. SGR offers the option of a customized recruitment video for a cost of \$5,000.
- Post-Hire Team Building Analysis. A half-day onsite workshop is \$4,000, plus travel expenses, and \$150 per person for I-OPT reports (if reports were not previously completed as part of the search process), which include Individual Analysis Report, Emotional Impact Management Report, Change Management Report, and Team Management Report. Two-Person Reports can be ordered for an additional fee of \$50 per report.
- Site Visits to Communities of Finalist Candidates. If desired, the Project Manager will travel to the communities of the finalist candidates to conduct onsite visits. Site visits will be charged at a day rate of \$1,000 per day, plus travel expenses.
- In the unexpected event the client shall request that unusual out of pocket expenses be incurred, said expenses will be reimbursed at the actual cost with no mark up for overhead.
- If the client desires any supplemental services not mentioned in this section, an estimate of the cost and hours to be committed will be provided at that time, and no work shall be done without approval. Supplemental services will be billed out at \$250 per hour.

Billing

Professional fees for the search are billed in three equal installments during the course of the search. The initial installment is billed after the Organizational Inquiry and Analysis is completed and the position profile has been created. The second installment is billed when semifinalists are selected. The final installment is billed at the conclusion of the search. Expense (reimbursable) items and supplemental services will be billed with each of the three installments, as appropriate.

**PROSPECTIVE CONSULTANT'S CERTIFICATE REGARDING EMPLOYING OR
CONTRACTING WITH AN ILLEGAL ALIEN**

FROM: Strategic Government Resources
(Prospective Consultant)

TO: City of Northglenn
PO Box 330061
11701 Community Center Drive
Northglenn, CO 80233

Project Name _____

Bid Number _____ Project No. _____

As a prospective Consultant for the above-identified bid, I (we) do hereby certify that, as of the date of this certification, I (we) do not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that I (we) will confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment.

Executed this 22nd day of September, 2015.

Prospective Consultant Cyndy Brown

By: Cyndy Brown

Title: Managing Director of Recruitment

DEPARTMENT PROGRAM AFFIDAVIT

(To be completed if Consultant participates in the Department of Labor Lawful Presence Verification Program)

I, Cyndy Brown, as a public contractor under contract with the City of Northglenn (the "City"), hereby affirm that:

- 1. I have examined or will examine the legal work status of all employees who are newly hired for employment to perform work under this public contract for services ("Contract") with the Town within twenty (20) days after such hiring date;
- 2. I have retained or will retain file copies of all documents required by 8 U.S.C. § 1324a, which verify the employment eligibility and identity of newly hired employees who perform work under this Contract; and
- 3. I have not and will not alter or falsify the identification documents for my newly hired employees who perform work under this Contract.

Cyndy Brown
Consultant Signature

9/22/2015
Date

STATE OF COLORADO)
) ss.
COUNTY OF Tarrant)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 22nd day of September, 2015, by Cyndy Brown as Managing Director of Strategic Government Resources

My commission expires:

(S E A L)

Abi Compton
Notary Public

