

RESOLUTION NO. 1561

A RESOLUTION APPROVING A STANDARD PROFESSIONAL SERVICES AGREEMENT FOR THE FACILITATION OF A CITY ADMINISTRATOR/CITY CLERK SEARCH PROCESS WITH CALLAHAN MUNICIPAL CONSULTANTS, LLC IN AN AMOUNT NOT TO EXCEED \$12,460.

WHEREAS, the City Council now desires consulting services to assist the Council in selecting the next city administrator/clerk for the City of West Branch; and

WHEREAS, the City Council believes that the best manner in which to accomplish this goal is to obtain the professional facilitation services of an experienced executive recruiter; and

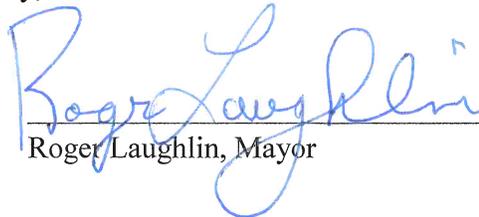
WHEREAS, a standard professional services agreement to accomplish the facilitation of the city administrator/city clerk search process has been submitted by Callahan Municipal Consultants, LLC and is accompanied by Exhibit A which provides additional details on the services to be provided; and

WHEREAS, the City Council understands that costs for a six-month evaluation process, advertisements for the position, meals and snacks to be served during the interview process, and travel costs and lodging of the candidates are not included in the cost of the standard professional services agreement; and

WHEREAS, it is now necessary for the City Council to approve said standard professional services agreement.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Cedar County, Iowa, that the City Council approves a standard professional services agreement with Callahan Municipal Consultants, LLC for the facilitation of a city administrator/city clerk search process in an amount not to exceed \$12,460.

Passed and approved this 6th day of February, 2017.


Roger Laughlin, Mayor

ATTEST:


Matt Muckler, City Administrator/Clerk



STANDARD PROFESSIONAL SERVICES AGREEMENT
(Short Form)

City of West Branch

NOW ON THIS 6th day of February, 2017, Callahan Municipal Consultants, LLC (hereinafter, Professional), 417 Kaitlynn Avenue, Anamosa, Iowa 52205 and City of West Branch, Iowa (hereinafter, Client), 110 North Poplar Street, West Branch, Iowa 52358

1. **PROJECT:** Professional agrees to provide Professional Services (Services) for Client's project known and identified as: **City Administrator/City Clerk Search Process.**
2. **SCOPE AND FEES:** The Scope of and the fees to be paid for said Services are set forth on Exhibit A attached hereto and by this reference made a part of this Agreement. Any Services not shown on Exhibit A shall be considered Additional Services. Additional Services may only be added by written change order, amendment or supplement to this agreement signed by both parties.
3. **TIMELINESS:** Professional will perform its services with reasonable diligence and expediency consistent with sound professional practices and within the time period(s), if any, set forth in Exhibit A.
4. **STANDARD OF CARE:** In providing Services under this Agreement, the Professional shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same professional discipline currently practicing under similar circumstances at the same time and in the same or similar locality. Professional makes no warranty, express or implied, as to its professional services rendered under this Agreement. Client shall promptly report to Professional any defects or suspected defects in the Professional's Services of which Client becomes aware. Withholdings, deductions or offsets shall not be made from the Professional's compensation for any reason unless the professional has been found to be legally liable for such amounts by a court of competent jurisdiction.
5. **INVOICE, PAYMENT, INTEREST, SUSPENSION:** Professional shall prepare invoices in accordance with its standard invoicing practices and submit the invoice(s) to Client as outlined in Exhibit. Client agrees to timely pay each invoice within 30 days of the invoice date. Professional may, after giving 7 days written notice to Client, suspend services under this Agreement until Professional has been paid in full for Services, expenses and other related charges rendered, accrued, advanced and/or incurred by Professional to the date of suspension. Client waives any and all claims against Professional arising out of or resulting from said suspension.
6. **RELIANCE:** The Client shall furnish, at its expense, all information, requirements, reports, data, surveys and instructions required by this Agreement and Professional may use such furnished information and material in performing its services and is entitled to rely upon the accuracy and completeness thereof. The Professional shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client and/or the Client's consultants and contractors.
7. **ASSIGNMENT:** Client shall not transfer, sublet or assign any rights or duties under or interest in this Agreement, without the prior written consent of Professional.
8. **MUTUAL INDEMNIFICATION:** The Professional and the Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from their own negligent acts, errors or omissions, or willful misconduct in the performance of their services, duties and responsibilities under this Agreement, to the extent that each party is responsible for such damages, liabilities and costs on a comparative basis of fault.
9. **MUTUAL WAIVERS:** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Professional, their respective officers, directors, partners, employees, contractors or sub-consultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement.
10. **LIMITATION:** In allocating the risks of this Project and notwithstanding any other provision of this Agreement, the Client agrees to limit, to the maximum extent permitted by law, the Professional's liability for

the Client's damages to the aggregate sum of the Professional's fee for this Project. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

11. **DISPUTE RESOLUTION:** Any disputes that arise during the Project or following the completion of the Project will be resolved by representatives from each party who have authority to settle. Those issues not resolved shall be submitted to formal nonbinding mediation prior to submission to a court of competent jurisdiction. Each party shall endeavor to include a similar dispute resolution in all agreements with other consultants, contractors and subcontractors of any tier who are retained for the project so that formal mediation is required as the primary form of dispute resolution.
12. **SEVERABILITY:** If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect.
13. **SURVIVAL:** Notwithstanding completion or termination of this Agreement for any reason, all rights duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.
14. **GOVERNING LAW AND JURISDICTION:** The Client and the Professional agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Iowa, without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions. It is further agreed that any legal action between the Client and the Professional arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in the State of Iowa.
15. **ATTORNEYS FEES, COSTS:** In the event legal action is necessary to enforce the payment terms of this Agreement, Professional shall be entitled to collect from Client and Client agrees to pay to Professional any judgment or settlement sum(s) due, plus reasonable attorneys' fees, court costs and other expenses incurred by Professional for such collection action and, in addition, the reasonable value of the Professional's time and expenses spent for such collection action, computed according to the Professional's prevailing fee schedule and expense policy.
16. **INCORPORATION BY REFERENCE:** It is understood and agreed that the provisions of the following attached Exhibits are incorporated herein and by this reference made a part of this Agreement:

Exhibit A City Administrator/City Clerk Search Process

City of West Branch, Iowa (Client)
(Professional)

By:



(Authorized agent)
ROGER LAUGHLIN
(Printed or typed signature)

Callahan Municipal Consultants, LLC

By:



Patrick Callahan, Member
(Printed or typed signature)

EXHIBIT A

STANDARD PROPOSAL

Callahan Municipal Consultants, LLC

Response to Request for Proposal
City Administrator Position
City of West Branch, Iowa
February 1, 2017

Callahan Municipal Consultants, LLC
Patrick Callahan
417 Kaitlyn Avenue
Anamosa, IA 52205
563-599-3708
callahan.cmc@gmail.com



City Administrator Search

City of West Branch, Iowa

A. Introduction

First of all, we would like to thank you for the opportunity to submit this response to the request for proposals to assist the City of West Branch with the search for a city administrator. We have over 42 years of experience in city government as both a city manager/city administrator/clerk and as a consultant to cities. We established Callahan Municipal Consultants, LLC on September 1, 2013. We had worked as a municipal consultant in association with Snyder & Associates from 2010-2013. We have enclosed for your review a brief history or resume of our career in city government.

Since Callahan Municipal Consultants, LLC was established in 2013, we have assisted seven cities with searches for city managers or city administrators. We assisted the cities of Cascade, Guttenberg, Vinton, Fort Madison, Fairfield, Tiffin, Treynor, Forest City, Centerville, and Ely with the recruitment of a city administrator or city manager.

B. Statement of History and Experience of Firm

Patrick Callahan will serve as the project manager and will have direct responsibility for the services provided to the City Council. In addition to Mr. Callahan's experience with executive searches, Mr. Callahan has a total of 42 years of experience in municipal government. A brief summary of his experience includes:

1. Assistant to the Director of Public Works – City of Fort Madison, IA – 1974-1977
2. City Administrator – City of West Point, Iowa – 1977 to 1978
3. City Manager – City of Maquoketa, Iowa – 1978 to 1993
4. Municipal Consultant – Institute of Public Affairs – 1993 to 2005
5. City Administrator – City of Anamosa, Iowa – 2006 to 2010
6. Municipal Consultant – Snyder & Associates – 2010 to 2013
7. Callahan Municipal Consultants, LLC – 2013 to present

C. Qualifications of Personnel Relating to Executive Searches

Patrick Callahan has extensive experience assisting cities with the recruitment and selection process for city managers, city administrators, public works directors, and other executive positions from 1995 to 2014. Since establishing Callahan Municipal Consultants, LLC in 2013, Mr. Callahan has conducted the following searches:

1. City of Vinton (Population – 5,257)
Search for City Administrator – 2014 Appointment
2. City of Guttenberg (Population – 1,919) Search for City Manager – 2013 Appointment

3. City of Cascade (Population – 2,159) Search for City Administrator – 2014 Appointment
4. City of Fort Madison (Population – 11,051) Search for City Manager – 2014 Appointment
5. City of Fairfield (Population - 9,464) – Search for City Administrator – 2014 Appointment
6. City of Tiffin (Population – 2,500) – Search for City Administrator/Clerk – 2015 Appointment
7. City of Treynor (Population - 919) – Search for City Manager/Clerk – 2015 Appointment
8. City of Forest City (Population – 4,151) – Search for City Administrator – 2016 Appointment
9. City of Ely (Population – 2,100) – Search for City Administrator – 2016
10. City of Centerville (Population 5,528) – Search for City Administrator – 2016 Appointment

When Mr. Callahan joined Snyder & Associates in July 2010, the Firm's scope of services was expanded to include executive searches for city managers, city administrators, and city department heads. Mr. Callahan's involvement with numerous executive searches from 1995 to 2005 provided Snyder & Associates with an opportunity to offer this service to their clients in Iowa.

After joining Snyder & Associates, Mr. Callahan conducted the following executive searches in Iowa and Illinois:

1. City of Maquoketa (Population – 6,141) Director of Public Works, 2011
2. City of Cascade (Population – 2,159) City Administrator, 2011
3. City of Monroe (Population-1,830) City Administrator, 2012
4. Washington County, Iowa Public Health Administrator, 2013
5. Jackson County Economic Alliance – Economic Development Director, 2013
6. City of LaSalle, IL (Population 9,640) Director of Public Works - 2013

Prior to joining Snyder & Associates, Mr. Callahan assisted the Brimeyer Group with searches for city managers and city administrators from 1995 to 2005. He provided assistance with searches in the following cities in Iowa:

1. City of Dyersville – City Administrator
2. City of Cascade – City Administrator
3. City of Maquoketa – City Manager
4. City of Manchester – City Manager

5. City of Emmetsburg – City Administrator
6. City of Charles City – City Administrator
7. City of West Liberty – City Manager
8. City of West Burlington – City Administrator
9. City of Waukee – City Administrator
10. City of Storm Lake - City Administrator

Mr. Callahan served as the lead consultant for the Brimeyer Group for the searches in Dyersville, Manchester, and West Liberty.

We may be assisted in the search process by Mr. Brent Hinson, who is currently the city administrator in Washington, Iowa. He may provide some assistance with some of the “behind the scenes” tasks, such as preparation of the position profile and the conducting of background checks of the finalists. Patrick Callahan will be the main contact person throughout the search process.

D. Statement of Our Understanding of the Work

We would expect to have an extensive amount of involvement by the Mayor and all Council Members in the search process. The first step in the process would be to convene a meeting of all persons involved to review the search process, to develop a time table, to determine the salary range, and to discuss any modifications to the process.

We will conduct individual interviews with the Mayor, Council Members, and City Department Heads to gather information regarding the desired background and capabilities for the position. These individual interviews will also include questions regarding the city organization, business climate, services, organizations, city priorities, city projects, and related topics.

An important step in the search process will be the development of a position profile that clearly defines the education, background, management style, capabilities, level of experience, and personality traits of the ideal candidate for the position in City of West Branch. This position profile will be sent to potential candidates who have backgrounds that may match the characteristics of the ideal candidate. Personal phone calls will be made by the Consultant to potential candidates, who may have the desired level of experience and background for the position. The Consultant will reference the position profile and state the reasons why they may want to consider becoming an active candidate for the position in West Branch.

The search process will also include the preparation and placement of an advertisement of the position in various publications and posting on web sites. The aspects of the advertising plan for the position will be discussed and determined during the initial planning meeting with the Council Members.

After the deadline for applications has passed, we will conduct an initial review of all the applications. If the Council Members are interested, we will include them in this initial review of applications.

Once the most qualified candidates have been determined, we would schedule telephone or skype interviews with these candidates. We would expect that the Mayor and all Council Members would be present for these interviews of the semi-finalists.

We would envision that after the initial interviews, the Council would select and invite three or four candidates to participate in the formal interview process. The Council Members and citizens would have an opportunity to meet the candidates during an informal reception prior to the formal interviews, if it is acceptable to the Council.

The Mayor and all Council Members would be involved in the formal interview process. We have typically used a two part interview process with the first phase consisting of two or more Council Members meeting with each candidate in a more informal setting and the second phase being the more traditional interview with the Mayor and all Council Members.

In summary, the process used to select the finalists for the position will include the following steps.

1. Development of position profile, as noted above.
2. Comparison of resumes and background information of the candidates to characteristics listed in the position profile.
3. Preparation of questions for telephone or skype interviews and formal interviews that will assist the Council Members in determining whether the candidates possess the desired characteristics for the position.
4. Preparation and use of a rating system and ranking process that will be used during the initial interviews to determine whether the candidates possess the desired characteristics.
5. Completion of reference and background checks of the candidates selected for formal interviews.

All of these steps will involve active participation by the Mayor and City Council.

Lastly, the consultant will assist the Council with the process of reviewing and analyzing the information obtained during this search process to evaluate the candidates and the selection of the candidate that most closely resembles the ideal candidate for the position.

E. Follow Up Assistance Prior to Employment

We will assist the City with the preparation of an offer of employment with the candidate selected by the Mayor and City Council. We will coordinate the final

negotiations between the City and the candidate. If requested, we will provide examples of employment agreements for the Council's consideration.

After the candidate and the City have successfully negotiated the terms of employment, we will talk with the new city administrator to discuss and plan for a smooth transition. We will utilize our 42 years of municipal experience and provide advice and assistance as the city administrator assumes their new role in your community.

F. Tentative Time Table for Each Step in Process

Action	Lead Role	Dates
1. Advance Interviews with Mayor & Council Members	Consultant	February
2. Consultant meets City Department Heads	Consultant	February
3. City Council Work Session to review search process	Consultant	February
4. Preparation of Position Profile	Consultant/City	February
5. Preparation of Advertisements	Consultant/City	February
6. Preparation of List of Potential Candidates	Consultant	February
7. Placement of advertisements and posting on websites	City	February
8. Council Approval of Position Profile	Consultant/City	February
9. Emailing of Profiles	Consultant	February
10. Phone Calls to Potential Candidates	Consultant	March
11. Deadline for Applications	-	March
12. Screening of Candidates	Consultant	March
13. Selection of Candidates for Initial Interviews	City Council	March
14. Initial Skype Interviews of Candidates to select finalists	Consultant/Council	April
15. Send a Packet of Information to Candidates for Formal Interviews	Consultant	April
16. Education Verification, Credit Checks, & Criminal Background Checks - Finalists	Consultant/City	April
17. Calls to Candidates' References	Consultant	May
18. Coordination of Interviews	Consultant	May
19. Formal Interviews of Finalists	Consultant/Council	May
20. Negotiations with Selected Candidate	Consultant/Mayor	May
21. Approval of Offer of Employment	City Council	May

This tentative time table is strictly a summary of the steps in the process and potential dates for the completion of these steps. This time table will be reviewed and modified to meet the needs and expectations of the Mayor and City Council Member.

G. List of Client References

We have listed our most recent searches for various executive positions in Iowa and Illinois. The searches in Maquoketa, Iowa and LaSalle, Illinois were for the position of public works director. The mayors and city council members were actively involved in the search process for both of these positions. The searches for the Cities of Cascade, Monroe, Vinton, Fort Madison, Fairfield, Guttenberg, Tiffin, Treynor, Forest City, Centerville, and Ely were for the position of city manager or city administrator.

We have also conducted searches for two county positions. We conducted a search for a director of public health position for the Washington County, Iowa Board of Health in 2013. We also conducted a search for an economic development director position for Jackson County, Iowa in 2013. Many city and county elected officials were involved with these two successful searches.

We have provided for your consideration the names and telephone numbers of both elected and appointed officials who were involved with our most recent searches. If you need additional contact persons, please feel free to contact us.

The contact persons for the recent searches conducted for Iowa and Illinois governmental organizations are as follows:

1. City of Maquoketa – Brian Wagner, City Manager 563-652-2484
2. City of Cascade – Patrick Kearney, Council Member 563-543-7668
3. Washington County Board of Health – Wendy Miller 319-591-1790 or Danielle Pettit-Majewski 641-330-2418
4. Jackson County Economic Alliance – Larry “Buck” Koos Chairman of the Board and Jackson County Supervisor 563-599-7087 or Loras Herrig, City Administrator 563-872-4456
5. City of Vinton – John Watson, Mayor, 319-929-4386 or 319-472-2841 or Chris Ward, City Administrator 319-472-4707
6. City of Guttenberg – Dr. Russell Loven, Mayor, 563-880-3162
7. City of Fort Madison – Brad Randolph, Mayor, 319-371-8371 or Melinda Blind, City Clerk 319-372-7700
8. City of Fairfield – Ed Malloy, Mayor, 641-233-1080 or Joy Messer, City Clerk, 641-472-6193
9. City of Tiffin – Jim Bartels, Council Member, 319-545-2613 or Mike Ryan, Council Member, 319-545-2203.
10. City of Treynor – Bryce Poland, Mayor, 402-926-6831 or Tom Lewis, Council Member, 402-639-5487.
11. City of Forest City – Barney Ruitter, Mayor, 641-585-3311 or Valerie Monson, Personnel Director – 641-585-4597.
12. City of Ely – Eldy Miller, Mayor 319-350-9231
13. City of Centerville – Neil MacArthur, Mayor 641-206-3005

H. Proposed Fees and Scope of Services

Proposed Consulting Fee Schedule February 1, 2017

TASKS	LEAD ROLE	FEE
1. Confidential Interviews-City officials	Consultant	\$1,500
2. Preparation of Position Profile	Consultant	\$1,400
3. Council Approval of Profile	Council	\$0
4. Preparation of List of Potential Candidates	Consultant/Council	\$360
5. Emailing of Profiles to Candidates	Consultant	\$600
6. Preparation of Advertisements	Consultant	\$200
7. Placement of Advertisements	Consultant/City	\$200
8. Phone Calls to Potential Candidates	Consultant	\$300
9. Screening of Candidates	Consultant/Council	\$1,500
10. Selection of Candidates for Telephone or Skype Interviews - Council Meeting	Council	\$600
11. Telephone or Skype Interviews of 5-8 Finalists – Council Meeting	Consultant/Council	\$1,300
12. Selection of Candidates for Formal Interviews	Council	-0-
13. Mail Packets of Information to Candidates for Interviews	Consultant	\$200
14. Education Verification, Credit Checks, & Criminal Background Checks.	Consultant/City	\$800
15. Calls for Candidate References	Consultant	\$720
16. Coordination of Interviews & Calls to Candidates	Consultant	\$680
17. Actual Formal Interviews – Two Days	Consultant/Council	\$1,300
18. Negotiations with Selected Candidate	Consultant	\$200
19. Council Approval of Offer of Employment	Council	-0-
SUB-TOTAL – Consulting Fee		\$11,860
Expenses – Mileage, meals, phone calls, and copies		\$ 600
Grand Total – Not to Exceed		\$12,460

It is agreed and understood that the City of West Branch reserves the right to select only those phases in the process that the Council determines to be needed for a successful search. The payment to the Consultant shall be based on the actual number of phases that have been selected by the Council and completed by the Consultant.

H. Six Month Performance Evaluation Process – Council Option

If requested by the Council, we can assist the City with the six month performance evaluation of the person selected as city administrator. In cooperation with the Mayor, City Council, and city administrator, we will develop a performance evaluation form and rating system. We will distribute and collect the evaluation forms, summarize them, and present the summary to the Mayor, City Council, and city administrator. If there is a need for an improvement in some aspect of the performance of the administrator, we will provide advice and suggestions, if requested. The fee for this service would be \$500, plus mileage.

I. Guarantee

Callahan Municipal Consultants offers a 12 month guarantee on the effectiveness of the City Administrator. Should the Mayor and City Council determine if necessary to terminate the City Administrator due to failure to adequately perform the duties as specified in the Profile and as represented by the process, or if the Administrator quits the position, we will refill the position for a fee of \$4,000, plus expenses. We will not recruit candidates we have placed with your organization.

Should there be substantial changes in the political situation at the City of West Branch and a decision is made to terminate the City Administrator for reasons other than failure to perform the duties as specified in the Position Profile, this guarantee is subject to negotiations between the Mayor and City Council and Callahan Municipal Consultants. The guarantee is contingent on the Mayor and City Council successfully completing all phases and optional services of the process.

J. Estimated Additional Expenses – City's Options

The expenses listed in Section G do not include the cost of advertisements for the position. We typically prepare a list of advertising options that can range from \$50 to \$600. We will provide a list of such options and the associated cost for each option. The City Council will then select the preferred options and the costs will be billed directly to the City. The total cost for advertising is typically in the range of \$600 to \$1,000 for the search process.

The City will be responsible for the cost of meals and snacks during the interview process. These costs will be determined by the City, but are normally in the range of \$200 to \$400, depending upon the number of people involved in the process.

The City may offer to pay for the travel costs and lodging of the candidates, who are invited to West Branch for the formal interviews. It will be a Council decision as to whether the City reimburses the candidates for their travel expenses. While the cost will vary, depending upon the number of candidates and their distance from West Branch, the City should anticipate that the cost to reimburse candidates for travel expenses could be in the range of \$1,500 to \$3,000.

K. Invoices For Services

As we noted in Section G, we will provide the proposed consulting services for a fee not to exceed \$12,460. This fee includes our direct costs for mileage and copies. We would propose that our fee be billed to the City as two invoices. The first invoice would be sent following the completion of the skype interviews. The second and final invoice would be sent after the selected candidate has agreed to accept the position. Expenses, such as mileage, meals, and copying costs, will be itemized for the City. Copies of receipts will be provided to City, if requested.

L. Final Comments

We certainly appreciate the opportunity to present this proposal to the City of West Branch. We would welcome the opportunity to meet with you to further review our proposal for services and to answer any questions.

We are willing to modify the search process, as outlined in this proposal, to meet the City's needs and expectations. We have learned from previous searches that each search is unique and the dynamics will vary. We would enjoy assisting the City of West Branch with the search process for a city administrator.