STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

THIS SERVICES CONTRACT, made and entered into this 1st day of May 2018, by and between the City of Asheville, a municipal corporation organized and existing under the laws of the State of North Carolina (hereinafter referred to as "City"), and Springsted | Waters (incorporated) hereinafter referred to as ("CONTRACTOR").

WITNESSETH:

Upon the terms and conditions hereinafter set forth, the City has requested and CONTRACTOR has agreed to furnish the City with services as set forth in this contract. The City and CONTRACTOR agree as follows:

A. TERMS AND CONDITIONS:

- 1. CONTRACTOR shall provide **executive recruitment consultation services** as set forth more explicitly in **Exhibit A**.
- 2. The term of this contract shall be from the date it is finalized to December 31, 2018.
- 3. The City will compensate the CONTRACTOR a maximum amount of \$38,000.00. The CONTRACTOR shall bill the City in four installments as identified in Exhibit A. If the contract exceeds the aforementioned threshold, the City must amend or renew the contract in accordance with all applicable City policies.
- 4. The CONTRACTOR shall provide a timekeeping record of all hours worked and description of the duties performed during the hours worked. All timesheets shall be submitted to the Human Resources Director or his or her designee for review and payment of services. These time sheets shall be submitted on a monthly basis. The City shall pay all invoices within thirty (30) days of submittal.
- 5. Any employees furnished by CONTRACTOR, pursuant to this contract, will be employees of CONTRACTOR, an independent contractor. CONTRACTOR will maintain complete control over the employees' conduct and will disburse all payrolls, taxes, license, insurances, uniforms and all other expenses incurred by CONTRACTOR in performing the terms of this contract.
- 6. INSURANCE: The CONTRACTOR agrees to keep and maintain for the duration of this Agreement including but not limited to commercial general liability, automobile liability, workers' compensation, employer's liability, and umbrella coverage with at least the minimum limits shown below. The CONTRACTOR shall furnish the City with certificates of insurance for each type of insurance described herein, with the City listed as Certificate Holder and as an additional insured on the CONTRACTOR's general liability policy and provide a waiver of subrogation on the CONTRACTOR's general liability and workers' compensation policies. In the event of bodily injury, property damage, or financial loss caused by CONTRACTOR's negligent acts or omissions in connection with CONTRACTOR's services performed under this Agreement, the CONTRACTOR's Liability insurance shall be primary with respect to any other insurance which may be available to

the City, regardless of how the "Other Insurance" provisions may read. In the event of cancellation, substantial changes or nonrenewal, the CONTRACTOR and CONTRACTOR's insurance carrier shall give the City at least thirty (30) days prior written notice. No work shall be performed until the CONTRACTOR has furnished to the City the above referenced certificates of insurance and associated endorsements, in a form suitable to the City. Upon request, the CONTRACTOR shall provide the City copies of their insurance policies.

Commercial General Liability: \$1,000,000 per occurrence

Commercial Auto Liability: \$1,000,000 Excess (Umbrella) Liability: \$1,000,000 Workers' Compensation: Statutory Employer's Liability: \$500,000

Certificate of Insurance lists City of Asheville, PO Box 7148, Asheville, NC 28802, as Certificate Holder.

- 7. CONTRACTOR shall indemnify, defend and hold harmless the City and its subsidiaries, divisions, officers, directors and employees from all liability, loss, costs, claims, damages, expenses, attorney fees, judgments and awards arising or claimed to have arisen, from any injury caused by, or allegedly caused by, either in whole or in part, any act or omission of the CONTRACTOR or any employee, agent or assign of the CONTRACTOR. This provision is not applicable to any claim arising out of or related to any active or primary negligence of or by City, its officers or employees.
- 8. Nothing herein shall be construed as a waiver on the part of the City to any defense of any claim, including, but not limited to the defense of governmental immunity.
- 9. The CONTRACTOR shall be properly licensed and skilled in his/her respective trade.
- 10. CONTRACTOR shall comply with all state, federal or local laws, or ordinances, codes, rules or regulations governing performance of this Agreement, including but not limited to, equal opportunity employment laws, O.S.H.A., minimum wage and hour regulation, North Carolina State Building Code regulations and immigration laws.
- 11. CONTRACTOR shall maintain all fiscal records relating to this Agreement in accordance with Generally Accepted Accounting Principles, and shall maintain any other records pertinent to this Agreement in a manner so as to clearly document Contractor's performance. The City shall have a right to access the fiscal and other records of CONTRACTOR that are pertinent to this Agreement to perform examinations and audits. CONTRACTOR shall retain and keep accessible all the fiscal and other records for a minimum of three (3) years following final payment and termination of this Agreement, or until the conclusion of any audit or controversy related to this Agreement, whichever is later.
- B. <u>TERMINATION AND MODIFICATION</u>: This contract may be terminated by either party, with thirty (30) days prior written notice. Notice shall be served under this contract by registered mail, certified mail or by other means.
- **C.** <u>ENTIRE AGREEMENT</u>: This agreement contains the entire agreement between the parties.

- D. <u>SEVERABILITY</u>: Should any provision or provisions contained in this agreement be declared by a court of competent jurisdiction to be void, unenforceable or illegal, such provision or provisions shall be severable and the remaining provisions hereof shall remain in full force and effect.
- **E.** GOVERNING LAW: This contract is entered into in North Carolina and shall be construed under the statutes and laws of North Carolina.
- F. <u>ASSIGNABILITY</u>: This contract is not assignable by either party without the prior written consent of the other party.

G. REQUIREMENTS OF CITY CONTRACTS:

 CONTRACTOR shall comply with the provisions of the Americans with Disabilities Act and all rules and regulations promulgated thereunder. CONTRACTOR hereby agrees to indemnify the City from and against all claims, suits, damages, costs, losses and expenses in any manner arising out of or connected with the failure of CONTRACTOR, its subcontractors, agents, successors, assigns, officers or employees to comply with the provisions of the ADA or the rules and regulations promulgated thereunder.

2. DRUG FREE WORKPLACE

The City is a drug-free workplace employer. By executing this contract, CONTRACTOR certifies that they and their subcontractors shall comply with the City's Drug Free Workplace policy. This policy may be viewed at the following:

http://ashevillenc-

prod.civica.granicusops.com/departments/purchasing/drug_free_work_policy.htm

3. E-VERIFY EMPLOYER COMPLIANCE

By executing this contract, the CONTRACTOR and their subcontractors with 25 or more employees as defined in Article 2 of Chapter 64 of the NC General Statutes, certify they shall comply with E-Verify requirements to contract with governmental units. E-Verify is a Federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law. E-verify can be accessed via this link: http://www.uscis.gov/e-verify/employers

4. MINORITY BUSINESS PLAN

The City of Asheville has adopted a Minority Business Plan to encourage participation by women and minority businesses in the award of contracts. CONTRACTOR is hereby notified that this contract is subject to the provisions of that Plan. It is the policy of the City to (1) provide minorities an equal opportunity to participate in all aspects of its contracting and procurement programs and (2) to prohibit any and all discrimination against persons or businesses in pursuit of these opportunities.

5. Notwithstanding any other provisions of this Agreement, if the City does not receive said funding for this Agreement from the City Council for any fiscal year applicable to this Agreement, then the City shall have the right to terminate this Agreement without penalty by giving not less than thirty (30) days' written notice documenting the lack of funding.

Contract Signature Page

IN WITNESS WHEREOF, each p authorized official as of the day an	arty has caused this agreement to be executed by its duly d year written below.
The Department Director by Writt presented for approval by the City Department Director	en Approval conveys that this contract has been reviewed and of Asheville. DATE 5/15/18
Chief Financial Officer CF Fra Finan	DATE 5/9/18 FO Designee nk McGowan cial & Strategic vices Manager
City Manager's signature, if require Attest to: Manager's signature, if require attention and all Poulson BY: City Clerk (Corporate Seal)	CITY OF ASKEVILLE
STATE OF NORTH CAROLINA COUNTY OF BUNCOMBE	
she is the City Clerk of the City	Notary Public Sayah Tulliser
NOTARY PUBLIC	My Commission Expires:\(\(\frac{141}{14} \)

North Carolina My Commission Expires Nov. 14, 2018

IN WITNESS WHEREFORE, the parties hereto have made and executed this Agreement as of the day and
year first above written.
Oprinasted Waters
(Insert Name of Corporation))
6 har la Kl
By: A Jump
(Insert signature and title of officer)
Sharon & Blumpp, Server Vice President
Minageneta
STATE OF Minnesota
COUNTY OF Washing for
COUNTY OF TOTAL COUNTY OF
I, Maureen Fuller, Notary Public of the aforesaid County and State,
Oboron VI on
certify that TRIVIN PP personally came before me this day and
(Insert Name of Person Signing)
acknowledged that he/she is Senior Vice President Springsted Waters
(Insert Title of Office) (Insert Name of Corporation)
corporation, and that he/she, as Senior Vice President, being authorized to do so,
(Insert Title of Person Signing)
executed the foregoing on behalf of the said corporation.
Witness my hand and notarial seal this 7th day of May, 2018
Notary Public
MAUREEN DARCY FULLER Printed Name: Waveen Druller
A Completion Expires Jan 31, 2020 \$
My Commission Expires: 1 31 2020

" Exhibit A" (pg. 7-17)

3. Project Management and Approach

Task I: Recruitment Brochure Development and Advertising

The development of a comprehensive recruitment brochure that includes a profile of the ideal candidate is an important first step in the recruitment process. This profile includes the required academic training, professional experience, leadership, management and personal characteristics related to the success of the candidate in the position of City Manager. The recruitment brochure will also have a profile that captures the essence of the City as a highly-attractive venue for the successful candidate to live and work.

To prepare the recruitment brochure, the Recruitment Co-Project Team Leaders will come on site to meet with the Mayor, City Council and designated staff to discuss the required background, professional experience and management and leadership characteristics for your City Manager position. We meet individually (or collectively depending upon your preference) with the Mayor and City Council to broaden our understanding of the position's leadership and management requirements, current issues, strategic priorities and to identify expectations for the City Manager. [See example of a recruitment brochure in Appendix I.]

The Recruitment Project Team will also work with the City of Asheville to develop an advertising and marketing strategy to notify potential candidates about the vacancy and conduct an open recruitment that encourages applications from a talented and diverse pool of candidates. Our Team will place ads in appropriate professional publications, websites and local print media, if required. Additionally, S|W has a highly-accessed website that has a special location attracting many potential candidates to upload their resumes. The aggressive advertising and marketing campaign for top talent will include national, state, regional and local elements as determined during our initial meetings with the City's representatives. Our customized mailing list, selected from our extensive database and contacts collected at appropriate public-sector conferences, will be utilized to further promote the position.

Advertisements for the City Manager position could be placed with:
International City/County Management Association
National Forum of Black Public Administrators
Publicservicecareers.org
Careers in Government (careersingovernment.com)
North Carolina League of Municipalities and municipal leagues in neighboring states
North Carolina City & County Management Association (NCCCMA) and similar organizations in neighboring states
Various alumni organizations for schools of public administration

Project Milestone	Deliverables	Estimated Duration
Position profile and recruitment brochure development.	 Onsite interview with the City. S W will receive information regarding the City's budgets, organizational charts, images, logos, etc. Develop draft documents (Recruitment Brochure, Advertisement, Marketing Letter and Timeline). 	2 Weeks
Approve brochure, commence advertising and distribute marketing letter.	 Brochure sent to the City for final approval. Commence advertising and distribution of recruitment brochure. 	2 Weeks

Task II: Execution of Recruitment Strategy and Identification of Quality Candidates

Utilizing the information developed in Task I, S|W will identify and reach out to individuals who will be outstanding candidates for the position of City Manager. Often, well-qualified candidates are not actively seeking new employment and will not necessarily respond to an advertisement. However, if a potential candidate is presented with the opportunity directly and in the proper manner, he or she may apply. We take pride in our ability to locate highly qualified candidates across the nation based on the professional contacts and relationships we have developed and maintained over many years.

These efforts will be supplemented by the creation of an appropriate database utilizing our extensive, interactive applicant database for the City Manager position. This will provide the S|W Team with the ability to customize applicant flow and tracking, communication with applicants and conduct database inquiries for candidates based on characteristics important to the City such as geographic location, particular experience, expertise and credentials.

During this part of the process the Recruitment Project Team will work with the Mayor, City Council and designated staff to reach consensus on the leadership and management style for the ideal candidate. Our research will determine the key competencies, work values and leadership/management style for the position and match the candidates to each attribute.

Each candidate submitting a resume is sent a timely acknowledgement by our Team, including an approximate schedule for the recruitment. Throughout the recruitment process, communications are maintained with each candidate regarding information about the recruitment progress and their status in the process. We take pride in the many complimentary comments made by candidates regarding the level of communication and the professional manner in which they are treated during our recruitments.

Project Milestone	Deliverables	Estimated Duration
Execution of recruitment strategy and candidate outreach.	Online data collection and profile development.	
	Development of interactive searchable applicant database for recruitment of the City Manager.	
	S W performs direct outreach to prospective candidates identified in the recruitment strategy.	4 – 5 Weeks
	Utilization of extensive applicant database to identify applications and review applicant pool for competencies/demographics.	

Task III: Screening of Applicants and Recommendation of Semi-Finalists

In Task III the Recruitment Project Team, under the direction of Sharon Klumpp and Chuck Rohre, will screen the candidates against the criteria within the position and candidate profiles and develop a list of semi-finalists for recommendation to the Mayor and City Council.

The most promising applicants will receive a candidate essay questionnaire to complete that will provide additional information about the candidates' background and experience. We will then narrow the list to a group of 10-15 semifinalists for your review and to select finalists.

Another unique aspect of our recruitment process is our use of online recorded interviews for the screening process. Responses are timed and questions are not provided in advance. This tool allows our Team to develop a more comprehensive understanding of the candidate's ability to think "on their feet" as well as their personal and professional demeanor. This virtual interview can be scored by individual selection team members as well as the consulting team for later review and comparison.

Our Team will provide an online link for the Mayor, City Council and others designated, who have input into the hiring decision, allowing them to review and rate the recorded responses. This provides the organization with additional candidate assessments that can be customized to fit the unique needs of the City.

Throughout the process, you will have access to our Master Applicant List (MAL), which will provide pertinent data for each applicant.

Project Milestone	Deliverables	Estimated Duration
Applicant screening and recommendation of semi-finalists.	 S W compares applications to the approved candidate profile developed in our searchable applicant database. S W develops customized candidate questionnaire & due diligence questionnaire to provide to applicants who most closely meet the candidate profile. Top 10-15 candidates identified as semi-finalists. Semi-Final Report is prepared, including the brochure, master applicant list, cover letter, resume and completed questionnaire of candidates to be considered. S W and the City review and rate video interviews. S W sends links to City to review the aggregate responses and ratings. Semi-finalists complete candidate management style assessment, responses are reviewed and interview questions are developed. Recruitment Co-Project Team Leaders meet with Mayor and City Council to review recommended semi-finalists. Mayor and City Council select finalists for on-site interviews. 	2 Weeks

Task IV: Conducting Background Checks, Reference Checks and Academic Verifications

When the Mayor and City Council approve of a group of finalists for on-site interviews, S|W will begin the process of conducting reference checks, background checks and academic verifications. A Confidential Reference Report is prepared for each finalist to complete our understanding of his/her management and leadership characteristics and professional work performance.

For the background checks, S|W will develop information on the candidates in the following areas:

- Consumer Credit
- City/County Criminal
- City/County Civil Litigation
- Judgment/Tax Lien
- Motor Vehicle
- Educational Verification

- Bankruptcy
- State District Superior Court Criminal
- State District Superior Court Civil Litigation
- Federal District Criminal
- Federal District Civil Litigation

To ensure that our quality standards are maintained, we require a minimum of ten business days between the time that you select the finalists for on-site interviews and when we submit the candidate documentation for your final interview process.

Project Milestone	Deliverables	Estimated Duration
Finalists complete supplemental work products.	Finalists complete narrative of their most significant professional achievement and a critical problem analysis.	1 Week
Design final process with City Council for on-site interviews with finalists.	S W confirms interviews with candidates. Travel logistics are scheduled for the candidates.	1 – 2 Days
Background checks, reference checks and academic verification.	S W completes background checks, reference checks and academic verifications for finalists.	2 Weeks

Task V: Final Interview Process

Upon completion of Task IV, we will work with you to develop the final interview process. We will provide documentation on each of the finalists which will provide the highlights of their professional experience and leadership/management profile (Gap Analysis) as well as a summary of the results of the reference checks, background checks and academic verifications. In addition, the Final Report will include guidelines for interviewing the candidates, suggested interview questions and a candidate assessment process for your interview panel(s).

The Recruitment Co-Project Team Leaders will be available during the final interview process to answer questions about the candidates and, if requested, assist with the final evaluation of the candidates. In addition, if the City requests the service, we will assist you with the development of a compensation package and related employment considerations and assist with the negotiation of an employment agreement.

Project Milestone	Deliverables	Estimated Duration
Final Report prepared and delivered to City.	Final Report is prepared, including brochure, interview schedule, cover letter, resume, candidate questionnaire, two examples of candidates' most significant professional achievements, suggested interview questions, candidate assessment form and management style probing questions.	1 Day
On-site interviews with finalists.	 Interviews are scheduled. Recruitment Co-Project Team Leaders attend client interviews and are available to participate during deliberations of candidates. 	1 – 2 Days
Offer made / accepted.	 If requested, S W participates in candidate employment agreement negotiations. S W notifies candidates of decision. S W confirms final process close out items with the City of Asheville. 	1 – 2 Days

Strategy for Recruitment of Diverse Candidates

Our corporate core values and work environment reflect our broader social aspirations for a diverse workforce, equal opportunity and cross-cultural respect. We have established strong and credible networks with minority and female leaders nationwide. In addition, we are corporate members of the National Forum for Black Public Administrators (NFBPA) and the Hispanic Network and are on their National Corporate Advisory Council. We participate in their membership events on a regular basis.

To that end, we take responsibility for diversity in our organization, our recruitment strategy and our candidate pools. In this recruitment, we will use our established networks to make direct and personal contacts with prospective minority and female candidates and encourage them to consider the City of Asheville's City Manager position. Because of our performance record in presenting a diverse applicant pool, these prospective candidates know they will be fairly considered in the process.

Springsted | Waters, is committed to ensuring equitable participation in our business and employment opportunities without regard to race, color, religion, sex, national origin, age, disability, veteran status, marital status or sexual orientation. As a leader in the executive recruitment industry, we take positive actions to prevent and to remedy any discriminatory effects of business and employment practices.

Springsted | Waters is a WBE.

Communications Process

S|W will work with the City of Asheville and the City's designated point of contact to establish a process for reliable and responsive communication regarding updates on the process, applicant response to the recruitment, and preview of next steps. We take pride in having clients that will serve as future references for our responsive service, and we commit to providing on-going communications and dialogue in a way that will support a transparent and trustworthy relationship into the future.

Capacity of the Team

S|W has extensive experience managing executive recruitment projects. We have assigned two of our senior consultants to ensure that the search meets the City's requested timeline. We understand what is needed to conduct a quality recruitment within the identified time parameters and can make necessary adjustments to respond to unexpected circumstances that may develop during the course of a recruitment.

A timeline is included in this proposal. This timeline conforms with the City's goal of conducting interviews the week of July 16. We will maintain regular communication with the City throughout the search and alert you to any concerns about the quality of the search, if needed. It is our intent to conduct the recruitment expeditiously, but not at the expense of finding high-quality candidates for you.

S|W requests a commitment by City officials to meet with the Recruitment Co-Project Team Leaders during initial and subsequent visits and to provide the information requested during and prior to consultant visits for the purposes of marketing the positions to prospective qualified candidates in a timely manner.

Philosophy of the Firm

The philosophy of the firm is to pursue an unrelenting commitment to high-quality service for the client and the candidates and to demonstrate at all times the highest standards of integrity, ethical conduct and professionalism.

Throughout the assignment, the S|W team will serve as technical advisors to your organization to ensure that the recruitment process is conducted in a professional manner. The objective of S|W is to generate high-quality candidates and assist you with the screening and evaluation of these candidates. Due to our extensive professional relationships with hundreds of public sector organizations and prospective candidates nationwide, S|W is positioned to confidently promote your City Manager position to prospective candidates as a positive career opportunity.

With any consulting assignment, but particularly with an executive recruitment project, reliable and timely communication is fundamental to the project's success. At key points during the assignment, the Co-Project Team Leaders will communicate by phone, e-mail or in person with appropriate leaders from your organization to discuss the progress of the recruitment and to review subsequent steps in the recruitment process. These regular status reports are important to ensure success with the recruitment assignment.

Experience in Effective Community Engagement

There are several options for engaging the community in gathering input into the city manager profile.

- Web-based survey. S|W can develop a web-based survey to elicit input from city residents, community leaders, business owners and other stakeholder. The survey is an option that the City can incorporate into the search process. Results are compiled and incorporated into the recruitment brochure.
- A community focus groups can be conducted on April 30 when the consultants are available to gather input from City officials.
- A community meeting can also be held to gather input.

Of these options, we have found the use of the web-based survey and a community focus group to be the most effective options. In each option, our approach is to ask community members to provide information on the qualifications and experience desired in the next city manager and to identify high priority opportunities and challenges in which the city manager will be involved.

Timeline

Below is an estimated Timeline for the executive recruitment process. You will be asked during the first on-site meeting to review and approve a Timeline for the recruitment project. It is our intent to conduct the recruitment expeditiously, but not at the expense of finding high-quality candidates for you.

CITY OF ASHEVILLE, NC EXECUTIVE RECRUITMENT PRELIMINARY TIMELINE

The following Timeline represents a preliminary schedule for your executive recruitment based on a commencement date of April 17. Actual target dates will be developed in consultation with and approved by the Mayor and City Council.

Project Milestone	Deliverables	Target Date
Profile development, advertising and candidate outreach.	 S W completes on-site interviews to develop candidate profile and recruitment brochure; the City approves ad placement schedule and timeline. S W sends draft recruitment brochure to the City. The City returns draft recruitment brochure (with edits) to S W. S W commences executive recruitment advertising and marketing. Online data collection and profile development. 	April 17 – June 7
Applicant screening and assessment and recommendation of semifinalists.	 S W commences formal review of applications and sends most promising applicants a Candidate Questionnaire to provide additional information about background and experience. Candidates complete recorded interview online. S W completes formal review of applications and sends selected resumes and questionnaire responses to the City for review. Candidates' recorded interviews are also presented. Semi-finalists complete candidate management style assessment and responses are reviewed and interview questions are developed. S W meets with the City and recommends semi-finalists; the City selects finalists for on-site interviews. 	June 8 27
Comprehensive background check and reference checks completed for finalists.	S W completes reference checks/background checks/ academic verification on finalists.	June 28 – July 12
On-site Interviews with finalists.	S W sends documentation for finalists to the City.The City conducts on-site interviews with finalists.	Week of July 16
Employment offer made / accepted.	The City extends employment offer to selected candidate.	Week of July 23

4. Recruitment and Evaluation Strategies

We begin with the foundation, a detailed and accurate recruitment profile that later serves as the template to evaluate candidates. Our extensive national network permits active outreach in a number of disciplines, to include potential candidates and sources of candidates. Our unrelenting commitment is client satisfaction with the process and the outcome.

The search will be conducted locally out of our Dallas, Texas office. Sharon Klumpp and Chuck Rohre will serve as the Recruitment Co-Project Team Leaders. Our proven process includes five major tasks:

1. Recruitment brochure development and advertising

 Meetings with the City of Asheville's leadership and key stakeholders to understand the City's needs as well as its strategic directions and expectations

2. Execution of recruitment strategy and identification of quality candidates

- Aggressive recruitment and direct contact with prospective candidates
- Interactive searchable applicant database
- Utilization of an applicant tracking system

3. Screening of applications, recommendation of semi-finalists and selection of finalists

- Candidate questionnaires provide in-depth information
- Due diligence questions and review of candidate's web and internet presence
- Management/leadership style and strengths assessment (personality and behavior analysis) to determine if there is a fit with the approved management/leadership profile established by the Mayor and City Council in order to identify the ideal candidate
- Video interview responses provided by each semi-finalist candidate
- Semi-finalists booklet of the top candidates
- Selection of 3 5 finalists by the City

4. Conducting background checks (*criminal*, *civil*, *credit*, *and driving record*), reference checks and academic verifications

- · Background records checks and academic verification
- References

5. Final interview process

- Interview design, coordination, attendance and support
- Employment offer assistance and feedback

5. Unique or Specialized Services

Unique services detailed in this proposal include:

- Use of a web-based community survey to gather community input on the qualifications desired in the next city manager
- Use of a leadership/management assessment tool that compares candidate competencies, driving forces and behaviors with the City's benchmark profile, which identifies the leadership/ management style characteristics that City leaders see as important to the success of the position

- Use of recorded video candidate interviews that assess the candidates' ability to "think on their feet"
- A "Triple Guarantee" that commits our company to your organization's success.
 - We remain focused to assist with your executive recruitment until you make an appointment!
 - 2. We guarantee your executive recruitment for 24 months against termination or resignation for any reason or we come back to fill the position for no additional professional fee.
 - 3. We will not directly solicit any candidates selected under this contract for another position while the candidate is employed with your organization.

6. Conflicts of Interest

S|W has no real or perceived conflicts of interest or relationships with current or former City of Asheville personnel.

7. Previous Engagement with the City

Our records indicate that Springsted may have conducted a personnel study in 2004; however, we have been unable to locate any work products related to this study.

8. Cost

The all-inclusive professional fee to conduct the recruitment is provided below and includes the cost of professional services by the Recruitment Co-Project Team Leaders, the project support staff and all project-related expenses such as advertising, preparation of the recruitment brochure, printing, candidate background, reference and academic verification checks and travel expenses for on-site visits. Travel expenses incurred by candidates for on-site interviews with the client are not the responsibility of S|W and are handled directly by the client organization.

The all-inclusive professional fee will be billed in four installments: 30% of the fee will be billed at the beginning of the recruitment; 30% at the implementation of Phase I; 30% at the implementation of Phase II; and 10% upon acceptance of an offer by the candidate. We are open to negotiate an alternative payment schedule if selected for this recruitment.

All questions regarding the professional fees and project-related expenses should be directed to Sharon Klumpp at sklumpp@springsted.com, 651-223-3053 or Chuck Rohre at crohre@springsted.com, (214) 608-7477.

PHASE	DETAILED DESCRIPTION OF PROFESSIONAL SERVICES	FEE
5)	Task 1 – Candidate Profile Development/Advertising/Marketing (includes one day on site by Lead Consultant)	
Phase I	Lead Consultant Hourly Rate – approximately 14 hours	\$3,150
	Research/Project Management Staff Hourly Rate – approximately 16 hours	\$1,700

	Task 2 – Identify Quality Candidates	
	Lead Consultant Hourly Rate – approximately 14 hours	\$3,150
	Research/Project Management Staff Hourly Rate – approximately 16 hours	\$1,700
	Task 3 – Preliminary Screening & Initial Report to Client	
	Lead Consultant Hourly Rate – approximately 18 hours	\$4,150
	Research/Project Management Staff Hourly Rate – approximately 20 hours	\$2,000
Phase II	Task 4 – Reference Checks, Background Checks, Assessments and Academic Verifications	-
	Lead Consultant Hourly Rate – approximately 11 hours	\$2,500
	Research/Project Management Staff Hourly Rate – approximately 12 hours	\$1,300
Diagon III	Task 5 – Final Process/On-Site Interviews with Finalists (includes two days on site by Lead Consultant)	
Phase III	Lead Consultant Hourly Rate – approximately 14 hours	\$3,150
	Research/Project Management Staff Hourly Rate – approximately 16 hours	\$1,700
Conclusion	Acceptance of offer by candidate	
ТОТ	AL NOT-TO-EXCEED PROFESSIONAL FEES AND PROJECT RELATED EXPENSES	\$24,500

OPTIONAL SERVICES FOR CONSIDERATION	FEES
At the City's option, S W will conduct a web-based survey to determine key community-wide issues and priorities that could be considered in the selection of a new City Manager. This survey is completed by community leaders, citizens, and City employees and would alter the project timeline.	\$1,650
On rare occasions, SJW is asked to provide additional search services that are not included in this scope of service or to provide more than three on-site visits to the City. Additional work specifically requested by the City which is outside of the scope of this project will be invoiced at the hourly rate of \$220 plus expenses. SJW will submit a written explanation of the additional services to be provided and the estimated hours that will be required prior to commencing any additional services.	\$220 per hour plus expenses

Triple Guarantee

Our Triple Guarantee is defined as: (1) A commitment to remain with the recruitment assignment until you have made an appointment for the fees and tasks quoted in this proposal. If you are unable to make a selection from the initial group of finalists, S|W will work to identify a supplemental group until you find a candidate to hire. (2) Your executive recruitment is guaranteed for 24 months against termination or resignation for any reason. The replacement recruitment will be repeated with no additional professional fee, but only for project-related expenses. Candidates appointed from within your organization do not qualify for this guarantee. This guarantee is subject to further limitations and restrictions of your state laws. (3) S|W will not directly solicit any candidates selected under this contract for any other position while the candidate is employed with your organization.