

# **City of Grand Island**

Tuesday, June 22, 2021 Council Session

## Item G-18

## #2021-151 - Approving Recruiting Firm for Search to Fill Assistant Public Works Director of Wastewater and Wastewater Plant Operations Engineer

Staff Contact: Aaron Schmid, Human Resources Director

# **Council Agenda Memo**

From:	Aaron Schmid, Human Resources Director
Meeting:	June 22, 2021
Subject:	Approving Recruiting Firm for Search to Fill Assistant Public Works Director of Wastewater and Wastewater Plant Operations Engineer
Presenter(s):	Aaron Schmid, Human Resources Director

## **Background**

The Wastewater Treatment Plant has experienced challenges over the years in recruiting and retaining leadership positions.

The treatment plant has been searching for an Operations Engineer since September of 2020. To date, only 12 applicants have applied and none of them have met the education and/or experience qualifications. The pay scale was increased in February of 2021, however, it has resulted in no new candidates.

The Assistant Public Works Director of Wastewater position has experienced similar challenges. The current Assistant Director has been with us since December of 2017 and expects to retire in July of this year. This pay scale was also increased in February of 2021, however, it has resulted in no new candidates.

As a next step to source candidates Administration has performed an RFP for an external recruiter.

## **Discussion**

The Administration is seeking approval to utilize the services of ADK Consulting and Executive Search for the Wastewater positions. ADK is based in Jacksonville, FL. They provide expertise in the airport and public sector. ADK is experienced in the recruitment of engineering professionals. Their client list includes municipalities and airports across the US.

ADK's fee is \$22,600 per search. Billing is done in 3 installments consisting of 40% immediately, 40% after 30 days of recruitment and 20% after contract completion. ADK offers a 5% discount for multiple searches.

## **Alternatives**

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

- 1. Move to approve
- 2. Refer the issue to a Committee
- 3. Postpone the issue to future date
- 4. Take no action on the issue

## **Recommendation**

City Administration recommends that the Council approve the proposal to utilize the services of ADK for the Wastewater vacancies.

## **Sample Motion**

Move to approve the request to utilize ADK for the Wastewater vacancies.

### Purchasing Division of Legal Department INTEROFFICE MEMORANDUM



Stacy Nonhof, Purchasing Agent

Working Together for a Better Tomorrow, Today

#### REQUEST FOR PROPOSAL FOR RECRUITING FIRM FOR SEARCH TO FILL ASSISTANT PUBLIC WORKS DIRECTOR OF WASTEWATER AND WASTEWATER PLANT OPERATIONS ENGINEER

- **RFP DUE DATE:** June 10, 2021 at 4:00 p.m.
- DEPARTMENT: Public Works
- PUBLICATION DATE: May 8, 2021
- NO. POTENTIAL BIDDERS: 4

#### **PROPOSALS RECEIVED**

Baker Tilly US, LLP St. Paul MN ADK Consulting, Inc. Atlantic Beach, FL

cc: John Collins, Public Works Director Jerry Janulewicz, City Administrator Stacy Nonhof, Purchasing Agent Catrina DeLosh, PW Admin. Coordinator Patrick Brown, Finance Director Aaron Schmid, HR Director

P2284

#### RESOLUTION 2021-151

WHEREAS, the City of Grand Island requested proposals for a Recruiting Firm for search to fill the Assistant Public Works Director of Wastewater and Wastewater Plant Engineer positions; and

WHEREAS, on June 10, 2021, proposals were received, opened and reviewed;

and

WHEREAS, ADK Consulting and Executive Search, of Omaha, Nebraska, submitted a proposal in accordance with the terms of the advertisement of request for proposal.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal of ADK Consulting and Executive Search, in the amount of \$22,600.00 per search and a 5% discount for multiple searches, is hereby approved.

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Adopted by the City Council of the City of Grand Island, Nebraska, June 22, 2021.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	¤
June 17, 2021	¤ City Attorney



### **PROFESSIONAL SERVICES AGREEMENT**

#### Services

This Professional Services Agreement (hereinafter referred to as "Agreement"), is made and entered on this \_\_\_\_\_ day of June 2021 between the City of Grand Island, NE (Client) and ADK Consulting, Inc. (ADK) to conduct two HR Assisted executive searches for a new Assistant Public Works Director of Wastewater and a Wastewater Plant Operations Engineer.

ADK agrees to provide executive search services to Client in accordance with ADK's Proposal for Executive Search Services (Exhibit A) dated June 10, 2021 (hereinafter referred to as "Proposal"), and other services that may be requested from time to time and agreed upon in writing signed by the Parties.

#### Compensation

The professional fee to be paid to ADK by the Client for each HR Assist search is *\$22,600.00.* If Client chooses to perform both searches under the same Agreement, Client is entitled to a 5% discount on each search, or *\$21,470.00* for each search. Any additional staff placements by the Client that occur within 12 months of contract completion whereby the placed candidate was identified in this specific recruitment shall incur a referral fee of *\$7,000.00.* 

In addition to the HR Assist search process defined in the Proposal, Client has the option to have ADK selectively perform telephone interviews, conduct reference checks, or perform background / internet checks, for example. If there is a potential for additional services, Client may want to add an additional **\$5000.00** for additional services that they may request. Additional work may be requested by the Client in writing, signed by an authorized representative, which can either be bid or alternately billed at a rate of **\$150.00** per hour.

Installments of fees for ADK's fulfillment of the Proposal will be paid by the Client, as follows:

Installment 1: 40% due upon recruitment brochure posting date per search. Installment 2: 40% due after recruitment brochure posting date per search. Installment 3: 20% due after contract completion per search.

- We do not add *any* overhead fees to the fees described above.
- ADK's fees are non-contingent and consistent with the standards of the retained search profession.
- An additional charge will be incurred if ADK's Search Manager is requested to visit Client.
- Out-of-pocket expenses, as approved and requested by Client in writing, for ADK travel, lodging, and search committee meeting expenses are billed separately at cost.

- There is no charge for video recordings.
- We do not charge an additional fee for administrative and clerical support, teleconferencing, office copies, and computer/telephone usage.
- We do charge for reproduction, binding, and courier services if requested by Client.
- All deliverables are provided to Client at no cost electronically.
- Reimbursement of candidate travel expenses is the responsibility of Client.

#### **Contract Completion**

For purposes of this Agreement, "contract completion" means a job offer has been communicated to and accepted by the selected finalist for the position, for each search.

#### Insurance

ADK hereby certifies that it possesses a Commercial Liability policy and Worker's Compensation policy with The Hartford and a Professional Services Liability policy with the Philadelphia Insurance Companies. Upon request, ADK will provide evidence of insurance to Client.

#### **Principal Consultant**

ADK hereby designates Mr. Blake Astran, VP Business Operations, as your Principal Search Manager upon execution of this agreement. Blake shall have the authority to act on behalf of ADK. Client has the right to approve or not approve any proposed replacement of the Principal Search Manager. Mr. Doug Kuelpman, President / CFO will be the Client Manager for contractual or financial matters.

#### Termination

Both Parties retain the right to terminate this Agreement at any time. Upon termination notice, ADK will cease work and provide documentation of work completed to date of termination. ADK will be compensated for all activity (professional fees) that has been performed at the date of termination per the terms of this Agreement, on a pro-rata basis.

#### Indemnification

ADK shall indemnify and hold harmless Client and their respective officials, board members, employees, associates, and representatives from any and all liabilities, costs or damages (including reasonable attorneys' fees) that may arise from any action or inaction of ADK's officials, employees, associates, and representatives in connection with the performance of the services outlined herein.

#### Applicable Law and Venue

This Agreement will be construed in accordance with the laws of the State of Nebraska. Venue for any action brought pursuant to this Agreement will be in Holt County, NE.

#### Notices

Any and all notices required to be given by either of the parties hereto shall be in writing and be deemed communicated when mailed in the United States mail, certified, return receipt requested, and addressed as follows:

**City of Grand Island** 100 E. First St. Grand Island, NE 68801

Agreed:

Signature:\_\_\_\_\_

City of Grand Island

**ADK Consulting, Inc.** PO Box 330906 Atlantic Beach, FL 32233

Signature: Douglas R. Kuelpman,

President / CEO ADK Consulting, Inc.

Date:\_\_\_\_\_

Date: 06/16/2021