



City of Grand Island

Tuesday, July 27, 2021

Council Session

Item G-10

#2021-173 - Approving Recruiting Firm for Search to Fill City Attorney Position

Staff Contact: Aaron Schmid, Human Resources Director

Council Agenda Memo

From: Aaron Schmid, Human Resources Director

Meeting: July 27, 2021

Subject: Approving Proposal for Recruiting Firm for Search to Fill City Attorney Position

Presenter(s): Aaron Schmid, Human Resources Director

Background

The City Attorney position has been vacant since May of 2019. Stacy Nonhof has served as the interim City Attorney during the search for a replacement. Efforts to find a new City Attorney have been unsuccessful despite multiple recruiting strategies.

Administration recently conducted a Request for Proposal for a recruiting firm to assist with filling the City Attorney position.

Discussion

The Administration is seeking approval to utilize the services of Baker Tilly for the City Attorney position. Baker Tilly is a nationally recognized firm serving clients throughout the country for more than 30 years. They have successfully performed recruitments at other Nebraska municipalities and placed attorneys all around the U.S.

Baker Tilly's fee for the search is \$24,500 which would be billed in four installments. The recruitment is guaranteed for twelve months against termination or resignation for any reason.

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 Baker Tilley for the City Attorney vacancy.

Sample Motion

Move to approve the request to utilize Baker Tilley for the City Attorney vacancy.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
RECRUITING FIRM FOR SEARCH TO FILL CITY ATTORNEY POSITION**

RFP DUE DATE: June 2, 2021 at 4:00 p.m.

DEPARTMENT: Human Resources

PUBLICATION DATE: May 8, 2021

NO. POTENTIAL BIDDERS:

PROPOSALS RECEIVED

Baker Tilly US, LLP
St. Paul, MN

cc: Aaron Schmid, Human Resources Director
Jerry Janulewicz, City Administrator

Stacy Nonhof, Purchasing Agent
Patrick Brown, Finance Director

P2283



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July , 2021

Aaron Schmid
Human Resources Director
100 East First Street
Grand Island, NE 68802-1968

Dear Mr. Schmid:

This letter documents the City of Grand Island, NE (“you/r” or “Client”) engagement of Baker Tilly US, LLP (“we” or “Baker Tilly”) to conduct an executive search for City Attorney (the “Project”). This letter defines our and your respective obligations for the Project. Our proposal dated June 2, 2021, is incorporated by reference.

Scope, Objectives and Approach

A team approach, which uses a combination of your personnel and ours, is critical to the success of the Project. Your organization and its team members bring the knowledge of your particular needs and we bring a deep understanding of public sector executive recruitment and selection practices.

Phase	Description of Baker Tilly's Professional Services
Phase I	<u>Task 1</u> – Develop the candidate profile and define the advertising and marketing strategy (includes one day on site by Project Team Leader). <u>Task 2</u> – Identify qualified candidates that meet the profile.
Phase II	<u>Task 3</u> – Screen and submit list of recommended semi-finalists to client (includes one day onsite by Project Team Leader). <u>Task 4</u> – Conduct reference checks, and academic verifications. A criminal and/or credit history report may also be conducted at this Phase or at the conclusion of Phase III, as specified by you.
Phase III	<u>Task 5</u> – Final process/on-site interviews with finalists (includes two days on site by Project Team Leader). <u>Task 6</u> – Assist Client in making offer, which may be made contingent upon the successful completion of a background check as specified by you.
Conclusion	Acceptance of offer by candidate.

Project Timing and Budget

The Project will commence upon your execution of this engagement letter and will remain in effect for the period necessary for successful completion of the Project.

1. Patricia Heminover will lead the engagement, and other professionals will be involved as required. The all-inclusive professional fee to complete the Project is \$24,500 (the "Fee") and includes the cost of professional services by the Project Team Leader and the project support staff, and all project-related expenses such as advertising, printing, candidate background and reference checks, and travel expenses for on-site visits by the Project Team Leader. Travel expenses incurred by candidates for on-site interviews with the Client are not the responsibility of Baker Tilly and shall be handled directly by the Client. The Client will make payments upon receipt of an invoice submitted by Baker Tilly. Payment to Baker Tilly is due upon receipt. All invoices will be forwarded to the Client for processing unless otherwise directed. For reporting purposes, Baker Tilly's tax identification number is 39-0859910.
2. The Fee will be billed in four installments; 30% of the Fee will be billed upon execution of this Letter; 30% at the completion of Phase I; 30% at the completion of Phase II; and the final 10% upon acceptance of offer by the candidate. The Fee is not contingent. If you terminate this engagement before completion, Baker Tilly shall invoice you for any unpaid portion of the Fee.
3. If Client requests Baker Tilly to perform additional services beyond the services described above, such as conducting an employee/community survey or making additional on-site visits, such additional services shall result in additional fees. For an employee/community survey, the additional fee shall be \$1650. For additional on-site visits (beyond the three on-site visits which include four consulting days) described above, the additional fee would be our standard hourly rate of \$200 plus expenses.

Baker Tilly's Guarantees

1. Baker Tilly shall remain on the Project until you find a candidate to hire. If you are unable to make a selection from the initial group of semifinalists or finalists, Baker Tilly will work to identify additional candidates for your selection.
2. We promise that if the candidate you select is terminated or resigns within 12 months from being hired, Baker Tilly will conduct an additional search for you for no additional professional fee, but only for project-related expenses. Internal candidates selected from within your organization do not qualify for this guarantee. Except as stated above, Baker Tilly cannot guarantee the success of any candidate or guarantee that he or she shall perform to your expectations, as those things are beyond Baker Tilly's control.
3. Baker Tilly will not solicit the candidate you select for any other position while the candidate is employed by your organization.
4. When Baker Tilly obtains a criminal or credit history report on the candidates, Baker Tilly shall comply with the Fair Credit Reporting Act (the "FCRA") in obtaining the reports. Baker Tilly cannot guarantee the completeness or accuracy of the information in the reports.
5. In identifying and screening candidates, Baker Tilly will not discriminate against any candidate on the basis of age, race, creed, color, religion, sex, sexual orientation, national origin, disability, marital status or any other basis that is prohibited by federal, state or local law. Proactively, we shall make a good faith effort to include a diverse pool of qualified candidates in our search assignments.

Client's Obligations

1. You agree that you are responsible for candidate selections and that you will not discriminate against any candidate on the basis of age, race, creed, color, religion, sex, sexual orientation, national origin, disability, marital status or any other basis that is prohibited by federal, state or local law.
2. If you decide to not hire a candidate as a result of a criminal or credit history report, you agree to comply with the FCRA with regard to any pre- or post-adverse action notices and requirements.
3. You agree to respond to drafts of documents and reports in a timely manner. Failure to do so on your part will protract timelines and can negatively influence the outcome of the process.

If this letter is in agreement with your understanding, please sign below and return one copy to us for our files. We look forward to working with you on this important project.

Sincerely,



Chuck Rohre, Firm Director

Client Signature:

Name: _____

Title: _____

Date: _____

RESOLUTION 2021-173

WHEREAS, the City of Grand Island requested proposals for a Recruiting Firm for search to fill the City Attorney position; and

WHEREAS, on June 2, 2021, proposals were received, opened and reviewed; and

WHEREAS, Baker Tilley of St. Paul, Minnesota submitted a proposal in accordance with the terms of the advertisement of request for proposal; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal of Baker Tilley, in the amount of \$24,500, is hereby approved.

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Adopted by the City Council of the City of Grand Island, Nebraska, July 27, 2021.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☒ _____
July 23, 2021	☒ City Attorney