



CITY COUNCIL MEETING AGENDA

May 16, 2016 - 5:30 PM

City Hall Council Chambers

The Moorhead City Council welcomes and encourages public input on issues listed on the agenda or of general community interest, time and Council permitting. Speakers are limited to 3-minute presentations. Advertised public hearings are scheduled so that the public is afforded an opportunity to speak. Public hearings are generally scheduled 15 to 30 minutes after the start of the meeting; however the starting time may vary depending on other scheduled agenda items. Citizens wishing to address the Mayor and Council regarding a specific agenda item, other than public hearings, will be afforded an opportunity during the discussion of that item. Citizens wishing to speak on matters not listed on the agenda will be afforded the opportunity to do so under the heading "Citizens Addressing the Council," usually scheduled at the beginning and end of the agenda. Each person requesting the opportunity to speak is asked to fill out a "Request to Speak Form."

City Council Meeting

1. Call to Order and Roll Call _____

2. Resolution to Approve Actions Necessary to Recruit and Select a
Temporary External Interim City Manager _____

Upon request, accommodations for individuals with disabilities, language barriers, or other needs to allow participation in City Council meetings will be provided. To arrange assistance, call the City Clerk's office at 218.299.5166 (voice) or 711 (TDD/TTY).

Visit our website at www.cityofmoorhead.com



Mayor and Council Communication

May 16, 2016

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SUBJECT: Resolution to Approve Actions Necessary to Recruit and Select a Temporary External Interim City Manager

RECOMMENDATION: The Mayor and City Council are asked to consider actions necessary to recruit and select a temporary external Interim City Manager.

BACKGROUND / KEY POINTS: On May 11, 2016 the City Council directed Human Resources to proceed with steps necessary to hire an external Interim City Manager. The recommended actions to be presented by the Human Resources Director will allow the City Council to utilize Waters and Company (A Springsted Company) to perform executive search consultant services to assist in the recruitment and selection of this temporary position and immediately proceed with the search process.

The Human Resources Director will provide a report to the City Council and a recommended resolution and budget adjustment in order to ratify these actions at the Council Meeting.

FINANCIAL CONSIDERATIONS: The cost for executive search consultant services is not expected to exceed \$5,000. The Human Resources Director will provide more detailed cost information at the Council Meeting. The cost would be paid through General Fund Reserves if approved by the Mayor and City Council.

VOTING REQUIREMENTS: Three-Fourths of Council (6)

Disclaimer: Voting requirements may be subject to changes in the law, parliamentary procedural matters, or other unforeseen issues. The City Attorney provides opinion on questions of voting requirements in accordance with the Moorhead City Code, Minnesota State Statutes, and parliamentary procedure.

Department: Human Resources
Prepared by: Jill Wenger, Human Resources Director

Attachments: To be provided at meeting



Request for Council Action

AGENDA SECTION: Administration		ORIGINATING DEPARTMENT: Human Resources	MEETING DATE: May 16, 2016
ITEM NO. 2	ITEM DESCRIPTION: Resolution to Enter Into a Services Agreement with Waters & Company for Executive Search Consultant Services for a temporary Interim City Manager		PREPARED BY: Wenger

DRAFT RESOLUTION

WHEREAS, the Mayor and City Council desire to utilize Waters & Company (A Springsted Company) to perform executive search consultant services to assist in the recruitment and selection of a temporary Interim City Manager.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Moorhead, Minnesota that the Council does hereby approve the Agreement for Services (Agreement) and Professional Services Work Plan between Waters & Company and the City of Moorhead and authorizes the Mayor to execute the Agreement;

BE IT FURTHER RESOLVED that the Council does hereby approve Budget Adjustment #16-029 in the amount of \$7,300.00 for costs associated with the Agreement and that the cost for services will be paid through General Fund Reserves.

PASSED: May 16, 2016 by the City Council of the City of Moorhead.

AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES ("Agreement") is made as of the 13th day of May, 2016 ("Effective Date"), by and between the _____, ("Client"), and Waters & Company/A Springsted Company ("W&C").

WHEREAS, the Client wishes to retain the services of W&C on the terms and conditions set forth herein, and W&C wishes to provide such services; and

NOW THEREFORE, the parties hereto agree as follows:

SCOPE OF PROFESSIONAL SERVICES

W&C will provide professional services in the area of an executive recruitment for the position of Interim City Manager. This Agreement is described in our work plan dated May 13, 2016 and attached as Exhibit A.

TERM

This Agreement shall be effective as of the Effective Date and shall remain in effect for the period necessary for successful completion of the project. This Agreement may be terminated upon seven (7) days prior written notice to W&C. If the Client terminates, W&C is entitled to any portion of its fee so earned.

ALL-INCLUSIVE PROFESSIONAL FEE

1. The professional fee to conduct the recruitment is \$5,000 and includes the cost of professional consultant services detailed in the work plan and out-of-pocket costs not to exceed \$2,300. Travel expenses incurred by candidates for on-site interviews with the Client are not the responsibility of W&C and are handled directly by the client organization. The Client will make payments for the project upon receipt of an invoice submitted by W&C. Payment to W&C is due upon receipt. All invoices will be forwarded to the Client for processing unless otherwise directed. For reporting purposes, W&C's tax identification number is 47-1064404.

The professional fee will be billed in two installments; 40% of the fee will be billed at the beginning of the recruitment and the remaining 60% will be billed upon completion. Additional work related to the recruitment process and as specifically requested by the Client which is

outside the scope of this project will include an additional professional fee at the rate of \$220 per hour

DEVOTION OF TIME

W&C shall devote such time to the performance of its duties under this Agreement as is necessary for the completion of all project phases.

NOTICE

All notices hereunder shall be in writing and deemed to have been given when delivered, transmitted by first class, registered or certified mail, postage prepaid and addressed as follows:

If to Client:

If to W&C:

Waters & Company, A Springsted Company
380 Jackson Street, Suite 300
Saint Paul, MN 55101
Attention: Managing Principal

ENTIRE AGREEMENT

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement that is not contained herein shall be valid or binding.

AMENDMENT

This Agreement may be amended by the mutual agreement of the parties hereto in writing and must be attached to and incorporated into this Agreement.

LEGAL CONSTRUCTION

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Agreement shall be constructed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Executed on the day and the year first written in this Agreement

By: x _____
Name:
Title:

WATERS & COMPANY/A SPRINGSTED
COMPANY

By: x _____
Name:
Title:

CITY OF MOORHEAD, MINNESOTA
WORK PLAN TO ASSIST THE CITY COUNCIL
WITH THE SELECTION OF AN INTERIM CITY MANAGER

May 13, 2016

Objective: The City of Moorhead has requested assistance from Waters & Company, a Springsted Company, to identify and assist in the selection of an interim city manager until such time that a new city manager is selected and begins employment.

Scope of Services: Waters & Company will perform the following tasks to assist the City Council in the selection of an interim city manager:

1. **Summary of responsibilities.** Waters & Company will develop a brief overview of the position responsibilities and expectations for the interim city manager. We understand that the interim city manager will not be a candidate for the city manager position.
2. **Identification of interested candidates.** Waters & Company will identify and contact individuals who may have an interest in serving in the interim capacity. Individuals who express an interest in the interim position will be asked to forward a letter of interest and a resume to Sharon Klumpp at Waters & Company. In addition, we will also ask the City of Moorhead to post the interim city manager on its website with instructions for community members who may have an interest in submitting materials to be considered for this assignment.
3. **Review of applicant materials.** Waters & Company will collect application materials through May 27. We will conduct a telephone interview with applicants to expand upon their background and experience and to identify any questions they have about the assignment.
4. **Meet with the City Council.** Waters & Company will meet with the City Council on June 6 to review the applications and identify up to three individuals the City Council wants to invite to interview for the interim assignment. We will also determine the date and process for conducting interviews.
5. **Background review.** Waters & Company will conduct a background records check and contact three references for the individuals invited to interview for the interim assignment.
6. **Interviews.** Waters & Company will be present on June 10 for City Council interviews with the three individuals invited to interview for the interim assignment. We will provide interview questions for the City Council. Upon selection of an interim city manager, Waters & Company will assist the City if requested in negotiating the terms of an employment contract. We will ask the City Attorney to prepare the employment contract but will be available for consultation if questions arise. The contract will be approved on June 13. (Note: Typically we allow ten days for background records checks. We will expedite this process to the best of our ability to meet this schedule.)

Cost of Services: Waters & Company will provide the services outlined for a professional fee of \$5,000. We anticipate the project will take 25 to 30 total staff hours to complete. Out-of-pocket expenses for travel, based on two overnight trips to Moorhead, and other incidental items will be invoiced at actual cost, not to exceed \$2,300. Additional services requested by the City of Moorhead but not specified above under scope of services will be performed at an hourly rate of \$220 plus applicable out-of-pocket costs.

Consultant Assignment. Consultant services will be provided by Ms. Sharon Klumpp. Ms. Klumpp is a Senior Vice President and Consultant with Waters & Company, *A Springsted Company*. She has been providing executive search and organizational management services to public sector agencies for over 12 years. Ms. Klumpp has extensive public sector experience. She has served as Executive Director of the Metropolitan Council, a seven-county regional planning agency for the Minneapolis-Saint Paul metropolitan area, and as Associate Executive Director for the League of Minnesota Cities. Her experience also includes serving as City Administrator in Oakdale, Minnesota and as Assistant City Manager in both St. Louis Park, Minnesota and Saginaw, Michigan. Her private sector experience includes serving as the chief administrative officer for the Minneapolis office of a major global engineering and design firm.