

RESOLUTION NO. 1790

A RESOLUTION OF THE CITY OF NEVADA, MISSOURI, AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH BAKER TILLY US, LLP FOR PROFESSIONAL CONSULTING FEES FOR RECRUITMENT OF A CITY MANAGER

WHEREAS, The agreement attached described as Exhibit "A" and incorporated by reference is approved as a contractual obligation of the City of Nevada, Missouri; and

WHEREAS, Baker Tilly will assist the City in the recruitment and hiring of a permanent City Manager; and

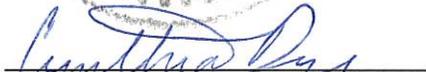
WHEREAS, The Mayor and the City Clerk are authorized and directed to execute the agreement on behalf of the City of Nevada, Missouri.

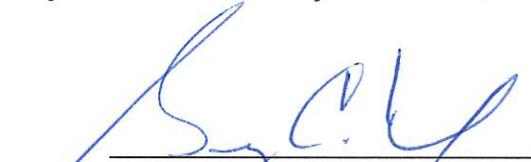
NOW THEREFORE BE IT RESOLVED that the City Council of the City of Nevada authorizes the execution of an agreement with Baker Tilly US, LLP for professional consulting fees for recruitment of a City Manager.

PASSED, APPROVED and ADOPTED by the City Council of the City of Nevada, Missouri, this 18th day of June, 2024.



ATTEST:


CYNTHIA DYE, CITY CLERK


GEORGE C. KNOX, MAYOR

AGENDA ITEM
June 18, 2024

Subject: City Manager Recruitment Firm

Department: Administration

Manager Notes:

One of the priorities I identified when you hired me was the importance of hiring a professional recruitment firm to help direct the search for the next full-time City Manager in Nevada. As a follow-up to that priority Requests for Qualifications (RFQs) were sent to three such firms, who all have extensive experience in city manager and other professional local government recruitments.

Mayor Knox and I then reviewed the three proposals received. It is our recommendation that the City should engage the firm of Baker Tilly Public Sector Executive Recruiters to provide the recruitment services needed for Nevada's search. We also had a follow-up ZOOM call with Mr. Art Davis, the person who will be the BT lead recruiter for Nevada's search. We believe BT will be the best fit for our organization and our community.

BT has a nationwide public sector practice, and this search would be handled through their Overland Park, KS office. All interested candidates will apply through BT, and our web site will add a copy of their proposal and also the Recruitment Brochure/Profile after it has been developed.

The BT proposal identified an **approximate** time frame of around 4 months for the process. Of course the City Council will make the final decision in selecting a new Manager, and the five of you will be extensively involved throughout the process. BT identified an all-inclusive fee of \$24,255 for their services. All three firms were fairly similar in cost, with the BT proposal being slightly lower. This amount will be funded from the various departmental budgets.

I have personally known Art Davis as a professional colleague for many years, and I am very confident you will enjoy working with him. I also talked with the Mayors of four cities as professional references identified in their proposal from Missouri and Kansas. All four of these communities recently worked with Mr. Davis and BT in hiring a City Manager, and all of the officials were pleased with the results. We also hope to have Mr. Davis available on a ZOOM connection Tuesday evening for any questions you might have.



Baker Tilly Advisory Group, LP
205 N. Michigan Avenue, Suite 2800
Chicago, IL 60601

www.bakertilly.com

June 10, 2024

Mr. George Knox, Mayor
City of Nevada
110 S. Ash Street
Nevada, MO 64772

Delivered electronically

Dear Mayor Knox:

This letter agreement (the "Agreement") documents the City of Nevada's ("you/r" or "Client") engagement of Baker Tilly Advisory Group, LP ("we" or "Baker Tilly") to conduct an executive search for a City Manager (the "Project"). This Agreement defines the parties' respective obligations for the Project. Our proposal dated May 24, 2024, attached hereto as Exhibit A, is incorporated by reference.

Scope, Objectives and Approach

The scope and phases of this engagement are set forth in Exhibit A and as follows:

| Phase | Summary of Baker Tilly Professional Services |
|------------|--|
| Phase I | <u>Task 1</u> – Develop the candidate profile and define the advertising and marketing strategy. <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. <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. <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 Agreement and will remain in effect for the period necessary for successful completion of the Project.

1. Art Davis will lead the Project, and other professionals will be involved as required. The all-inclusive professional fee to complete the Project is **\$24,255** (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 99-1405547.

2. The Fee will be billed in four installments; 30% of the Fee will be billed upon execution of this Letter; 30% at the implementation of Phase I; 30% at the implementation 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 \$2000. For additional on-site visits (beyond the three on-site visits which include four consulting days) described above, the additional fee would be an hourly rate of \$300 plus expenses.

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.

Management's Responsibilities

It is understood that Baker Tilly will serve in an advisory capacity with Client. The Client is responsible for management decisions and functions, and for designating an individual with suitable skill, knowledge or experience to oversee the services we provide. The Client is responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services. The Client is responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

The procedures we perform in our engagement will be heavily influenced by the representations that we receive from Client personnel. Accordingly, false representations could cause material errors to go undetected. The Client, therefore, agrees that Baker Tilly will have no liability in connection with claims based upon a failure to detect material errors resulting from false representations made to us by any Client personnel and our failure to provide an acceptable level of service due to those false representations.

The ability to provide services according to timelines established and at fees indicated will rely in part on receiving timely responses from the Client. The Client will provide information and responses to deliverables within the timeframes established in this Agreement unless subsequently agreed otherwise in writing.

The responsibility for auditing the records of Client rests with the Client's separately retained auditor and the work performed by Baker Tilly shall not include an audit or review of the records or the expression of an opinion on financial data.

The executive search for the City Manager is considered a non-attest service.

As a part of this service, we will not perform any management functions or make management decisions on your behalf.

In connection with our performance of this non-attest service, you agree that you will:

- Continue to make all management decisions and perform all management functions.
- Designate an employee with suitable skill, knowledge, and / or experience, preferably within senior management, to oversee the services we perform.
- Evaluate the adequacy and results of our non-attest services.
- Establish and maintain internal controls, including monitoring ongoing activities related to the non-attest function.

Terms and Conditions

1. To the extent allowed under applicable law, the aggregate liability (including attorney's fees and all other costs) of either party and its present or former partners, principals, agents or employees to the other party related to the services performed under this Agreement shall not exceed the fees paid to Baker Tilly under the portion of this Agreement to which the claim relates, except to the extent finally determined to have resulted from the gross negligence, willful misconduct or fraudulent behavior of the at-fault party. Additionally, in no event shall either party be liable for any lost profits, lost business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages, delays or interruptions arising out of or related to this Agreement even if the other party has been advised of the possibility of such damages.
2. Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Agreement are material bargained for bases of this Agreement and that they have been taken into account and reflected in determining the consideration to be given by each party under this Agreement and in the decision by each party to enter into this Agreement.
3. Neither this Agreement nor any rights or obligations hereunder shall be assigned or delegated by Baker Tilly without your prior written consent. This Agreement shall be modified only by a written agreement duly executed by you and Baker Tilly. Should any of the provisions hereunder be found to be invalid, void, or voidable by a court, the remaining provisions shall remain in full force and effect. Notwithstanding the foregoing, Baker Tilly may assign and transfer this Agreement to any successor that acquires all or substantially all of the business or assets of Baker Tilly by way of merger, consolidation, other business reorganization, or the sale of interests or assets.
4. Copies of all hard copy documents associated with the recruitment will be retained for three (3) years from the anniversary date of the hiring of the candidate. Retention of records beyond three (3) years must be requested in writing before the conclusion of the Project.
5. Baker Tilly US, LLP and Baker Tilly Advisory Group, LP and its subsidiary entities provide professional services through an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable laws, regulations and professional standards. Baker Tilly US, LLP is a licensed independent CPA firm that provides attest services to clients. Baker Tilly Advisory Group, LP and its subsidiary entities provide tax and business advisory services to their clients. Baker Tilly Advisory Group, LP and its subsidiary entities are not licensed CPA firms. Baker Tilly Advisory Group, LP and its subsidiaries and Baker Tilly US, LLP are independent members of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity and each describes itself as such. Baker Tilly Advisory Group, LP and Baker Tilly US, LLP are not Baker Tilly International's agents and do not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly Advisory Group, LP, Baker Tilly US, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

Acknowledgment

If this Agreement correctly sets forth 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,

Anne Lewis June 20, 2024

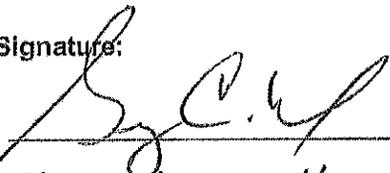
Anne Lewis | Managing Director

Client Signature:

Name:

Title:

Date:



Mayor, City of Nevada, MO

06-18-2024

EXHIBIT A