TOWN OF GRAY

GRAY TOWN COUNCIL

AGENDA • SEPTEMBER 19, 2023

Gray Town Council Workshop	**Town Council Chambers** **24 Main Street, Gray, ME 04039** **https://us06web.zoom.us/j/82767577967** **Phone 646-558-8656 / Meeting ID: 827 6757 7967**	**6:00 PM**

CALL to ORDER

Roll Call

WORKSHOP 6:00 - 6:55 PM

1. Review Town Manager Search Firm Proposals
2. Personnel Policy: Workplace Violence - Jon
3. Residential Construction Ordinance Proposal - Dan

** The Town of Gray is an equal opportunity employer and complies with all applicable equal access to public accommodations law. If you are planning to attend a Town Council or Town committee or board meeting and need assistance with a physical disability, please contact the Town Manager's office at least 48 hours in advance of the meeting to have the Town assist you. 657-3339. TTY 657-3931.*

To: The Gray Town Council
From: Mitchell Berkowitz, Consultant
Re: Proposal to the Gray Town Council-Coordinate the Town Manager Hiring Process
Date: September 13, 2023

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This proposal has been developed for the benefit of the Gray Town Council as it progresses through the hiring process for their next Town Manager. I have developed this proposal with the understanding that the Town Council wishes to engage the services of an experienced consultant in these matters and that the Council will utilize these guiding services which have been successful in my previous engagements in assisting towns in Maine and New Hampshire.

The process I propose is as follows and is subject to your review and approval:

Phase I- Meet with the Town Council and determine if any staff and or citizens will be involved at this level. I have had that level of involvement in the successful hiring of a town manager. Develop your list of key goals and objectives for the next 2-5 years and what your priorities are. These are then articulated in process and position description.
Discuss the complete compensation packages which includes benefits and termination elements. These are included in a draft contract which the Council would first agree to and then have your town attorney affirm with any recommendations. The ranges of compensation and benefits may be somewhat enhanced due to the position and the Contract would also articulate the terms of separation from employment.

From the key points above, a position description will be developed as your policy and becomes a key element to any hiring. It also allows for the development of the advertisement(s) that you approve. Once affirmed, we move to Phase II.

Phase II- Council will confirm the geographical area for placing the advertisements and notices. In prior hiring efforts we used outlets in Maine, New Hampshire, Vermont and Massachusetts as well as the I.C.M.A. position posting. We would also use Gray's Web page for the announcement. The charges were in the range of $2,000- $2,500 using a 2.5" X 2.5" ad. Invoices were made directly to the Town who then paid the balance due without any markup. If there are other target areas the Council wants to consider, this would be the time to affirm such. We have had mixed results using "Indeed" or similar websites.

Phase III- Once we have a reasonable number of responses (letters of interest with work history and other key information including the applicant's approval for a background check) the Council and Consultant will set an executive session workshop and review each application and prioritize them. From that point we can go out with another advertising segment or invite those applicants you want to provide the first interview or do both simultaneously.

Phase IV- As your consultant, I will prepare the first round of questions and provide them to you as a draft. We make the necessary changes and then conduct the interview(s) accordingly. This allows the Council the time to review the results of the interviews and determine if there are any candidates that should go to the second round of interviews (and possibly issue another round of advertisements)

Phase V- If you decide we have a viable candidates list, we can move to the second round of interviews, again with questions developed to probe further into a candidate's experience, work, successes and failures. I would prepare the next round of questions for your review and revision. They will focus on skills, experience, personality, style of management and how they fit into your government environment.

During Phases IV and V, I would also send prepared letters to those who you are no longer wishing to entertain for the position. These can be sent when you are satisfied that the individual is no longer a viable candidate for Gray.

Phase VI- If you get the candidate you are seeking, the next steps would be to make sure we are in agreement with any offers being made. In all of the prior communities, I had been asked to first meet and discuss with the top candidate the variables and attempt to frame out the elements of the contract which must be first approved by the Council and then upon review by your town attorney. This could also be a meeting with that candidate and the Council to verbally agree on the key elements leaving the wordsmithing to myself, the chair and your attorney.

Once all parties are in agreement, a formal contract signing should be conducted, time frames for that candidate to notify their current employer and a start date for your new town manager established. Letters to all of the other candidates and applicants would go out and at the same time a press release from the Chair to the community would be made. It would be up to the Council as to whether you want to have a "Meet and Greet" event for the finalist and the staff and community.

My work will then be to turn over to you the complete file of applicants, correspondence and other relevant information for HR to retain. Upon completion of that and any other assignment you direct to me, my work would be done and my final invoice tendered.

Consultant's Compensation:

I would be your contract employee. I receive $60.00 per hour and will turn in a weekly invoice reflecting the dates and work accomplished. If I must travel on your behalf I get the IRS rate plus tolls and only charge $30.00 per travel hour. The proposed contract I use is attached for your review. As your employee, I must give you at least five (5) day's notice that I am terminating the agreement while you have the opportunity to terminate me within 48 hours without cause so long as you have paid me the hours worked up to the termination date. While I would be covered by your Worker's Compensation Insurance and the liability coverage you

provide any employee of the Town, I do not get any other benefits. As indicated above, all costs for advertising are billed directly to the Town. Upon a mutually executed contract, I would begin the work as outlined above and work directly with your Interim Town Manager and your Council Chair.

If I can answer any questions please do not hesitate to contact me at 207-751-6293.

Thank you for the opportunity to work with you. I have worked in ten (10) previous communities since my retirement in 2014 and I look forward to being able to assist you.

Cordially,

Mitchell A. Berkowitz (Ret.)

Enc. Proposed Employment Agreement

Estimated Expenses:

Hours to complete all phases- 60-75 hours depending upon the Council's request for my attendance and additional changes to the work products in the process: $3600-$4500. Any hours over 75 shall be billed as incurred weekly.

Each round of advertisements as represented in phases II and III run between $2,000 and $2500. If done in two rounds that would be about $5,000.

Low end cost $5,600 and high end cost $9,500.

Town of Gray Maine- Employment Agreement
As
Consultant to hire the Town Manager

THIS AGREEMENT is made and entered into this the Xth day of September, 2023 between the TOWN of Gray Maine (hereinafter called the TOWN) and Mitchell A. Berkowitz (hereinafter called the Consultant) pursuant to these terms and conditions:

A. WHEREAS the Town wishes to employ the services of Mitchell A. Berkowitz as a Consultant to act as the Consultant for the hiring process for the position of Town Manager for the TOWN; and
B. WHEREAS the TOWN and Consultant desire to provide for certain procedures, benefits and requirements regarding the contract for the employment of Consultant by the TOWN; and
C. WHEREAS, Consultant wishes to accept a contract for employment to assist in the Town Council until the Town Manager begins their work for the Town, and;
D. WHEREAS, Consultant will act in the capacity of hiring Consultant to the Town Council for the positon of Town Manager for said TOWN under the terms and conditions stated herein and comply with the prevailing statutes authorizing a town manager.

.NOW, THEREFORE, in consideration of the mutual covenants contained herein, and intending to be legally bound hereby, the TOWN and Consultant agree to the following:

1. DUTIES — TOWN agrees to engage the services of Mitchell A. Berkowitz as the Consultant, to perform all tasks, duties as specified by law and ordinance, and to perform such other proper duties necessary to assist the Town Council in the hiring of the Town of Gray's next Town Manager. The work week of the Consultant will be such that work is accomplished in a timely and accurate manner. Completion of work would continue at the Consultant's home. Consultant will adjust the weekly schedule to assure his attendance at Council meetings and workshops as needed or requested by the Council Chair. He will work remotely and be available to the Town's Interim Town Manager as needed. The parties recognize that the initial period may require additional hours of work and that the Consultant may alter the above schedule to meet the then needs of the Town. The Consultant shall attend Council meetings and workshops, and as needed at the Town Offices and for other days as may be needed, but not full time. The intent is to focus on the hiring elements for the position of Town Manager. Further and by mutual agreement, the Consultant will work from home utilizing electronic communications between the Town Offices and his home computer as needed by the Town. In addition, the Consultant will attend the Council workshops as well as attend special meetings only if requested to do so. The Council

through its Chair shall have the authority for such approvals of changes in the work schedule as needed.

The Consultant shall organize and assist the Council through the hiring process for their next town manager. All advertisements and costs associated with this hiring process shall be covered by the Town of Gray. The Consultant himself cannot be a candidate for the position.

2. COMPENSATION — TOWN agrees to pay Consultant at a salary rate of $60.00 per hour as part of their regular payroll and subject to payroll taxes. The Consultant shall keep the Council Chair informed of his work, progress and of events that are being addressed. In addition, the TOWN agrees to reimburse the Consultant as prescribed below:

a) The TOWN shall reimburse the Consultant at the prevailing IRS mileage travel rate in addition to tolls and parking fees, if incurred, while doing the Town's business. This includes the travel time to and from the Town of Gray Maine to his home in Gray or lodging. Travel time during the normal course of work or for travel time to attend meetings or town related functions that he is asked to attend shall be at the regular hourly rate. Mileage Reimbursements shall not be included in the standard payroll check.

b) The Town agrees to cover the actual cost for any overnight lodging when performing the work on behalf of the TOWN as authorized by the Council Chair. When at the office, regular meals shall not be reimbursed unless it is of a "business nature" for the TOWN.

c) The Town recognizes that the Consultant may also work from home at times other than the regularly scheduled days in order to complete the hiring process work in a timely fashion as well as manage telephone and electronic communications from his home. Such work shall be recorded and submitted to the payroll officer and is subject to review at any time by the Council Chair and is considered part of the regular compensation of the Consultant. The Consultant shall submit their payroll request each payroll period. The TOWN shall provide the Consultant with coverage under the Maine workers Compensation Act, general liability coverage including acts of errors and omissions as well as bond insurance when the Consultant is working on behalf of the TOWN and during the term of this Agreement.

d) The Consultant agrees that the TOWN shall not provide the Consultant with other regular benefits unless otherwise listed herein. NONE

e) The Town and the Consultant agree if unexpected expenses arise, they will work together to assure an appropriate resolution.

f) Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Consultant to terminate this Agreement after providing the TOWN with a five (5) calendar day written notice of termination of this Agreement.

g) Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the TOWN to terminate this Agreement after providing the Consultant with a two (2) calendar day written notice of such termination. Termination may be without cause. The only remuneration entitled to the Consultant would be for the hours worked but not yet billed for.

h) This agreement shall be for the period of September X, 2023 through December 30, 2023.

i) This Agreement may be amended and extended at any time only by a written amendment duly executed by both parties.

j) If any provision, or portion thereof, contained in this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of this Agreement shall not be affected and shall remain in full force and effect.

k) No term or provision of this Agreement shall be deemed to have been waived by either party unless such waiver is in writing and signed by the party making the waiver. The subject headings of the Sections of this Agreement are included for the purpose of convenience only and shall in no way affect the meaning, construction or interpretation of any provision of this Agreement.

L) In addition to paragraphs 1 & 2 above, the purpose of this Agreement is to assure the TOWN that they have the services of the Consultant in place and that the TOWN has agreed to hire a full time Town Manager with the expectation of having that position filled by the newly hired person on or about January 1, 2024 or earlier.

It is the desire of the Consultant to continue to work until the end of contractual period above. Should the hired Town Manager fail to be sworn in before January 1, 2024 and the Consultant is requested to remain, the parties agree to first meet and discuss the changes to this Agreement before that deadline.

The employment of the Consultant may be terminated as indicated in 2.L. above provided all compensation and reimbursements are paid for any hours worked following the notice of termination. This Agreement may be extended by mutual agreement of the parties. The Consultant agrees to turn over to the Town any Town equipment and work products whether completed or in the process of being completed, at the time the last contractual

payment is made to the Consultant. Further, any electronic connection between the Town's computer and the Consultant shall be terminated (if one is established).

M) This Agreement may be converted/amended at any time so that Consultant may continue as the Town Council's Consultant, only by mutual agreement of the parties to this Agreement. The Terms and Conditions herein shall remain as is, unless both parties agree to any amendments, deletions or additions.

This Agreement is for the provision of professional administrative hiring services to the TOWN of Gray Maine and that upon conclusion of the contract work, there shall be no residual benefits provided except where mutually agreed to in writing.

IN WITNESS WHEREOF, and intending to be legally bound, the parties have, in good faith, executed this Agreement the day and year written below:

On Behalf of the Town of Gray Maine
Town Council by its Chair:

_____

Date:_____

Mitchell A. Berkowitz, Consultant

Date: September X, 2023

_____
Witness

August 28, 2023

Krista Chappell, Chair
Gray Town Council
Henry Pennell Municipal Complex
24 Main Street
Gray, Maine 04039

Dear Chair Chappell,

Eaton Peabody Consulting Group, LLC (EPCG) is pleased to submit the following proposal to assist the Town of Gray in hiring its new Town Manager.

Introduction

Eaton Peabody Consulting Group, located in Augusta Maine, is a multi-disciplined consulting team providing services in the areas of Municipal Management, Business Development, Community Assistance, and Governmental Affairs. EPCG has the expertise to provide direct assistance at the municipal, regional, and state levels throughout Maine, Atlantic Canada, and New England.

Don Gerrish leads EPCG's Municipal Management services team. They have successfully completed over 60 executive searches in the last 13 years. The Municipal Services provided are geared toward assisting communities/associations who are in transition, and our Consultants can provide assistance in:

- Staff replacements, such as municipal manager/director recruitment
- Assisting communities in reorganization efforts
- Ethics Evaluations
- Labor and Contract Negotiations
- Assessing critical financial Issues
- Personnel Evaluations
- Organizational Assessment and Development
- RFQ/RFP Design and Support
- Conflict Resolution
- Board and Council Assistance

EPCG believes that for a successful Town Manager search all participants must make a commitment to an agreed upon timeline and process and actively participate. The agreed upon process ensures that everyone is committed to finding the best candidate for the position that

meets the desired qualifications, experience and education and, just as important, is the right fit for the Town . We also believe that citizens and staff should be included in the process by inviting them to contribute their ideas on what they feel are important qualities to consider for the next Town Manager . This information gathered will be shared with citizens, staff, candidates and the Town Council. Our goal is to help develop a successful process with the Town Council using our experience and knowledge of the recruitment process, as well as our contacts in the industry, to provide Gray with a high level of satisfaction that an effective process was utilized to find the best candidate for the position.

Approach

Don Gerrish will lead the Town Manager search. The search process would include the following:

- developing an overall recruitment strategy and process with the Town Council;
- assisting the Town Council in determining the essential skills and experiences required for its next Town Manager to assist with the issues and challenges facing Gray;
- determining, with the Town Council, the process and timeline that will be used in the search and who else, if anyone, will be included in the actual interviews;
- developing a format that allows citizens and employees to have input into the personal characteristics, education, traits, and experience that the new Town Manager should possess;
- preparing a draft employment advertisement for review by the Town Council;
- determining, with the Town Council where and in what media to advertise (i.e. nationally, regionally, locally, internet and/or newspapers);
- receiving and reviewing all applications, including performing initial investigation of the applicants, preparing information packets on all applicants, and assisting the Town Council regarding suitable applicants to interview;
- scheduling all interviews, assisting with suggested questions, and participating in the interviews as an observer;
- after the Town Council has selected the finalist(s), do complete background checks on the top candidate(s) and scheduling second interviews and providing questions if necessary;
- being available to answer any questions and assist the Town Council in its evaluations and selection; and
- assisting in contract negotiations for the terms of employment with the selected candidate, <u>if requested by the Town Council.</u>

Related Experience

Don Gerrish, retired from municipal government in 2008 after a successful 38 year career in managing a number of Maine communities including Gorham and Brunswick, Maine. He has worked for EPCG since October of 2009 heading up their Municipal Management Services Team. He has successfully assisted the Towns/Cities of Wiscasset (2), Greenville, Corinth, Orono, Arundel (2), Bowdoinham, Poland(3), Old Town, Damariscotta (2), Bucksport, Kittery(2), Rockland, Auburn, Freeport, Howland(2), Lisbon, Castine, Bar Harbor, Biddeford, Ellsworth, Hampden (2), Cape Elizabeth, South Portland, Gorham, Ogunquit, Standish, Lincoln , Boothbay

Harbor, Thomaston, Windham, Gray, Casco, Farmington, Millinockett, Sabattus, Gardiner, Vinalhaven, Sagadahoc County, Hancock County, Kennebec County, Wells, New Gloucester, Vinalhaven, Bristol, Winterport, Vassalboro, Waterville and Limestone with their Manager searches. He also assisted the Town of Kittery with their Police Chief search. While assisting Wiscasset, Bowdoinham, Poland, Damariscotta, Auburn, South Portland, Ogunquit, Windham and Casco he was also their interim Town/City Manager. He served as Interim General Manager of Portland Metro and assisted in their General Manager search. Mr. Gerrish has also done a number of workshops for the City Councils of Bangor, Lisbon, and Gray on Manager and Council relations. Please feel free to contact any of these communities for a reference.

Mr. Gerrish also successfully completed the search for a new Executive Director for the Maine Municipal Bond Bank and Maine Health and Higher Education Facilities Authority, General Manager of the Greater Portland Transit District (METRO), Finance Director for the City of Portland, Executive Director of the Greater Portland Council of Governments, Executive Director of the Presque Isle Industrial Council, General Manager of the Kennebunk Light and Power District.

A copy of Don Gerrish's resume is attached.

Rates and Fees

EPCG professional services will be provided for a fee of $7500, plus reimbursement of direct expenses such as mileage, printing, advertising expenses, and other reasonable expenses incurred. This particularly relates to any expenses related to attracting the candidates. Any and all candidate expenses agreed to by the Town are the sole responsibility of the Town of Gray.

It is estimated that the process will take 2-3 months to have a new Town Manager named. A draft timeline for the search is attached for information purposes. The starting date will depend on the employment of the selected candidate, but it is not uncommon for the candidate to need 30-45 days before starting. The exact process and timetable for the search will be developed with the Town Council.

We are excited about the prospect of again working with the Town of Gray and welcome the opportunity to meet with the Town Council to discuss this proposal. Please contact me with any questions you may have. I may be reached at 207-751-6828 or via email at dgerrish@eatonpeabody.com,

Thank you for the opportunity to submit this proposal.

Sincerely,

Don

Don Gerrish
Municipal Consultant
EPCG

State of Maine Manager/Executive Searches

- Arundel (2)
- Auburn
- Bar Harbor(2)
- Biddeford
- Boothbay Harbor
- Bowdoinham
- Bristol
- Bucksport
- Cape Elizabeth
- Casco
- Castine
- Corinth
- Damariscotta (2)
- Ellsworth (2)
- Farmington
- Freeport
- Gardiner
- Gorham
- Greenville
- Hancock County
- Hampden (2)
- Howland (2)
- Kennebeck County
- Limestone
- Kittery (2)
- Lincoln
- Lisbon
- Millinockett
- New Gloucester
- Old Town
- Ogunquit
- Orono
- Portland (Finance Director)
- Poland (3)
- Rockland
- Sagadahoc County
- Sabattus
- Standish
- South Portland
- Thomaston
- Vassalboro
- Vinalhaven
- Waterville
- Wells
- Wiscasset (2)
- Windham
- Winterport
- York

- Greater Portland Council of Governments (Executive Director)
- Greater Portland Transit District (METRO) (General Manager)
- Maine Municipal Bond Bank & Maine Health & Higher Education Facilities Authority (Executive Director)
- Presque Isle Industrial Council (Executive Director)
- Kennebunk Light and Power District (General Manager)

Donald H. Gerrish, Municipal Services Consultant

Don has been involved in all aspects of Town and City Management in the State of Maine for over 37 years. He retired from the Town of Brunswick after serving as its Manager for nearly 20 years. Prior to that, Don managed the Town of Gorham for 10 years, and worked in Auburn and Rockland as well. In 1993 he was elected by his peers from all over the world to serve on the Board of the International City/County Managers Association as a Regional Vice-President, and was then chosen by the membership in 1996 to serve as the Association's President. This allowed him to travel throughout the United States and Europe meeting managers and discussing issues they and their communities were facing. Don has extensive experience in all facets of Municipal Government including:

- Council/Selectmen/Manager Relations
- Ethics for Staff and Elected Officials
- Manager Evaluations
- Town/School Relations
- Goal Setting for Elected Officials
- Municipal Budgeting
- Personnel Issues
- Union Negotiations
- Federal Relations
- University/College/Town Relations
- City/Town Manager Recruitment

EDUCATION

University of Maine, BS

MEMBERSHIPS AND AFFILIATIONS

International City Managers Association 1974 to present
President 1996-1997; Northeast Regional Vice President 1993-1995
Maine Town and City Managers Association 1974 – present
President 1983-1984; Manager of the Year 1987
Maine Municipal Employees Health Trust 1981 - present *Chairman 1981-1987; 1999-2002*
Maine Health Care Performance Council 2002 *Co-Chairman appointed by Gov. King*
Cumberland County Strategic Planning Committee 2001 *Chairman*
Trustee, Cumberland County Civic Center 1985-1991 *Chairman 1987-1988*
Member, Waste Management Advisory Council 1991-1992 *Appointed by Gov. McKernan*
Board of Directors, Greater Portland United Way 1989
Member of Portland Area Comprehensive Transportation Study 1980-1989 *Chairman 1985-1986*
Member, of Governor's Municipal Advisory Committee 1983-1984
Maine Municipal Association Executive Committee 1982-1983
Member, MidCoast Council of Business Development and Planning

PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE TOWN OF GRAY AND
EATON PEABODY CONSULTING GROUP

This Agreement is made on this ____ day of _____ 2023 by and between the Town of Gray (hereinafter "Client" or "Council") and Eaton Peabody Consulting Group (hereinafter "EPCG").

The Client and EPCG agree as follows:

1. Scope of Services. EPCG staff will assist the Client in the recruitment of a new Town Manager (the "Project"), as follows:

   - developing an overall recruitment strategy with the Town Council;
   - assisting the Council in determining the essential skills and experiences required for the next Town Manager who will assist with the issues and challenges facing Gray;
   - determining, with the Council, the process and timeline that will be used in the search, including whether anyone else other than the Council will be involved in the process.
   - developing a format that allows citizens and employees to have input into the personal characteristics, education, traits and experience that the new Town Manager should possess, and allows citizens and employees to meet the finalists for the position.
   - preparing a draft employment advertisement for review by the Council;
   - determining, with the Council, where and in what media to advertise (i.e. nationally, regionally, locally, internet and/or newspapers);
   - receiving and reviewing all applications including performing initial investigation of the applicants, preparing information packets for the Council on applicants, and assisting the Council regarding suitable applicants to interview;
   - scheduling all interviews, assisting with suggested questions, and participating in the interviews as an observer;
   - after the Council has selected the finalist(s), completing background checks on the top candidate(s), and scheduling second interviews with questions if necessary,
   - being available to answer any questions and assist the Council in its evaluations and selection;
   - assisting in contract negotiations for the terms of employment with the selected candidate, if so directed by the Council.

2. Term of Agreement. EPCG is available to begin work on this Project upon return of this signed Professional Services Agreement and will continue until the Scope of Services is completed, or until the Agreement is terminated in accordance with Section 6 herein.

3. Compensation. EPCG professional services will be provided for a fee of $7,500, plus reimbursement of direct expenses such as mileage, printing, advertising, and other reasonable expenses incurred. This particularly relates to any advertising or expenses related to attracting the candidates. Any and all candidate expenses agreed to by the Client are the responsibility of the Town of Gray. Payment is due upon receipt of an individual invoice and is current if paid within 30 days.

4. Insurance. EPCG carries workers compensation insurance coverage for its employees and requires sub-contractors to carry workers compensation insurance. EPCG also has in force general liability insurance of $1,000,000 per occurrence and $2,000,000 in the aggregate.

5. Conflict of Interest. EPCG agrees to inform the Client of any assignments that may create a conflict of interest. Should the Client determine that a conflict exists, it shall notify EPCG of its determination. Should EPCG choose to undertake work determined to be a conflict of interest, Client shall have the right to terminate this Agreement with written notice to EPCG as provided in Section 6 of this Agreement.

6. Termination. Client may terminate this Agreement at any time with written notice of such termination to EPCG. EPCG shall be compensated for all services rendered up to the date of receipt of written notification of termination.

7. Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if sent by First Class mail addressed as follows, or such other address as they may designate from time to time:

If to Client: Krista Chapell, Chair
Gray Town Council
Henry Pennell Municipal Complex
24 Main St.
Gray, Maine 04039

If to EPCG: William V. Ferdinand, Jr.
Eaton Peabody
77 Sewall Street, Suite 3000
Augusta, ME 04330

8. Amendment. Both parties to this Agreement understand the current assumptions supporting this Agreement may change and that the parties must therefore exhibit flexibility, including a willingness to entertain and execute amendments. Amendments can only be executed with the mutual consent of the parties to this Agreement.

9. Disclaimer. EPCG is a wholly owned subsidiary of the law firm of Eaton Peabody. EPCG is not engaged in the practice of law and does not provide legal advice or services.

In witness whereof, Client and EPCG have each caused this Agreement to be signed by their duly authorized representatives.

Town of Gray	EATON PEABODY CONSULTING GROUP
_____	_____
By:	By: William V, Ferdinand, Jr.
Its:	Its: *duly authorized*

Executive Offices: 200 Berkeley Street
19th Floor
Boston, MA 02116
(617) 262-5050
www.mri-boston.com

Management Recruiters - The Boston Group
Boston, MA ▪ Bedford, NH ▪ Providence, RI ▪ Springfield, MA ▪ Westborough, MA

Management Recruiters – The Boston Group
Overview

Company Overview

Management Recruiters International Inc. (MRINetwork) is the world's largest executive search and recruitment organization with a global network of offices and recruiting professionals.

Founded in 1966 and consisting of five offices and thirty recruiters across New England, The Boston Group is MRI's oldest, largest, and most highly acclaimed member. The MRI Boston Group and our recruiters have won virtually every award in the recruiting industry, including MRI's Enterprise Award for Top Multi-Office Franchise. The quality and experience of our 'Executive Club' recruiters is unmatched in the industry – over 16 years average tenure with our company.

Our Industry Specialization

The Boston Group provides executive and management level search and recruitment services to a wide variety of industries throughout the US and internationally. We believe that our knowledge of your industry combined with our recruiting process is the best guarantee of success. Our search consultants have a reputation as industry experts. Many have often worked in the industries they serve before joining our organization. Interacting in our marketplaces with our network and your competitors on a daily basis, we identify and attract exceptional candidates not available on other sources. The Boston Group's industry specialties and functional areas of expertise include:

Healthcare	Life Sciences/Medical Devices
Long Term Care/Senior Housing	Financial Services/Banking/Insurance
Media/Communications	Technology/Software/IT
Industrial/Manufacturing	Construction
Energy/Utilities	Legal/Professional Services
Retail/Consumer Goods	Food & Beverage
Printing/Publishing/Paper	College/University/Non-Profit
Sales and Marketing	Engineering/R&D
Management/Operations/Facilities	Supply Chain/Purchasing/Logistics
Finance/Accounting	Human Resources

Executive Offices: 200 Berkeley Street
19th Floor
Boston, MA 02116
(617) 262-5050
www.mri-boston.com

Our Approach to Matching The Ideal Candidate to Your Company and Culture

We're good listeners. Because we're good listeners, our searches are more effective and efficient collaborations with our clients. We invest the time to understand your values, your philosophy, and your requirements. We ask questions. We advise you to help improve your hiring and on-boarding process. As your trusted partner, our goal is to make the right match for both the client and the candidate to achieve long-term successful hires. We are committed to conducting effective searches for the most able people who fit well into our clients' companies. On the candidate side, we are committed to understanding their priorities and long-term goals so that we help impact players advance their careers.

Targeted Staffing Solutions

Our clients range in size from start-ups to the Fortune 100. Whether you are looking for multiple hires across divisions and geographies or one unique, hard-to-fill search, we recruit and deliver permanent and/or contract staffing solutions depending on your requirements. Our teams successfully complete searches within retained, engaged, and contingency relationships. Year after year, 65% of our business is repeat business with satisfied clients. Each search assignment generates challenges that call for special solutions. Some of MRI's specialized tools and advantages include:

- *Single Sourcing*, which reduces inefficiency by allowing you to work with one recruiting partner.
- *Project Outsourcing*, which fulfills complex or multiple assignments with a team-based approach.
- *Proprietary Resources / Global Network*, which gives our clients and account executives access to MRI's global Network of offices, account executives, and proprietary technology, resources, and databases.
- *Customized Electronic Testing Tools / Compatibility Assessments*, which are integrated seamlessly with our partner SelecSys. SelecSys provides electronic testing tools to help evaluate candidates and management teams, construct job profiles, and assess corporate culture fits.
- *Relocation Services*, which are integrated seamlessly with our partner FAS Relocation Network. FAS provides a fully-outsourced relocation program that benefits MRI client candidates *and employees*.

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Management Recruiters – The Boston Group
Executive Search Process

Management Recruiters – The Boston Group's search process has successfully delivered results for clients for over fifty years. Our team is committed to executing the process effectively and efficiently in the following manner and in customizing it to perfectly meet your desired process and timetable:

Position Description and Ideal Candidate Profile

- Establish duties and responsibilities of the position
- Define critical skills, experience, and desired traits (including cultural fit) of ideal candidate
- Define compensation package
- Define the hiring process
- Specify other process-related details

Research and Initial Candidate Screening

- Define search strategy
- Identify target companies
- Identify potential candidates
- Conduct telephone interviews
- Conduct videoconference or face-to-face interviews

Introduction of Short List of Candidates to Client

- Present short list of candidates to client (usually 3 to 6)
- Presentation includes:
    - Resume / Curriculum Vitae
    - Candidate letter, outlining what strengths he/she brings to bear on the position
    - MRI Profile:
        - Our assessment of why the candidate is being considered as a finalist
        - Compensation history / expectations
        - Relocation issues and / or preferences, if applicable
        - References
    - Schedule interviews with selected candidates and client
    - Prepare client and candidates for interviews
    - Debrief client and candidates after interviews

Executive Offices: 200 Berkeley Street
19th Floor
Boston, MA 02116
(617) 262-5050
www.mri-boston.com

Finalist Selection

- Select finalist and two back-up finalists
- Notify finalists and those not selected
- Develop offer for first finalist
- Keep second and third finalists "warm" in contention
- Present, negotiate, and secure acceptance to offer
- Repeat cycle with second and third finalists if necessary

Search Completion

- Counsel selected candidate through resignation process (including handling of counter-offer)
- Assist with relocation issues (if needed):
    - Schooling for children
    - Trailing spouse re-employment in new location
    - New home selection (MRI services partner)
    - Moving (MRI services partner)
- Act as a facilitator for client and candidate through first months of employment for successful start-up

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Summary of Benefits
MRI Range of Search Options

Depending on your desired level of search volume and prioritized engagement by our team, a range of search options and benefits is achieved:

- **Prioritized Search:** Priority Search engagements assure our clients that their searches achieve team-based priority efforts over all contingency searches. The object of our Priority Search program is to fill the position quickly and intelligently through our team-based approach using every available resource in our network.
- **Reduced Costs:** Clients can achieve a pure dollar savings from our standard fee for services. Savings are significant – based on customized programs and fee structures designed to creatively meet your needs.
- **Guaranteed Results:** MRI agrees to present candidates within a defined period of time, i.e. the agreement is **performance-based**. If MRI fails to produce the agreed-on number of candidates within the time period (usually 45 to 90 days), then you incur no further expense. This is substantially different from the standard industry retainer agreement, in which the first third of the total fee is paid at the beginning, another third in 30 days, and the final third at the end of 60 days, regardless of the quality or number of candidates presented.
- **Candidate Exclusivity:** Candidates introduced to you in a contingency environment also may be introduced simultaneously to other clients. In a retained environment any candidate introduced to you would be withheld from other opportunities until you determine whether or not you wish to hire that candidate. In addition to our proprietary databank of candidates, we search, recruit, and evaluate talent not otherwise available.
- **Face-to-Face Screenings/Pre-Interviewing:** In a contingency environment, search firms do not normally conduct in-depth face-to-face candidate interviews. We offer these services to our retained clients on an as-needed basis. In filling a critical position, pre-interviewing can be an important step in assessing whether the chemistry/culture fit will be there between employee and employer.
- **Your Recruiting Partner:** We will be your partner and source where all candidates are directed and screened. You will have access to all candidates presented through all networking sources. This saves you time in duplicate phone calls, repeating job specs, coordinating interview times, and other elements of the hiring process. In addition, it allows our team to understand and sell you, your company, and your culture. This performance-based agreement allows us to use verbiage when recruiting that ***will make your opportunity stand out from others***. The phrase *"We have been retained"* will attract candidates not otherwise available.
- **Value-Added Services:** Our retainer relationships allow you to become an MRI "Preferred Client" or "VIP Client" with access to a bevy of value-added services that we offer seamlessly in collaboration with our strategic partners. Our partners include FAS Relocation Network and SelecSys. FAS relocation consultants help your candidates (and employees) through the entire relocation process including real estate, preferred mortgage program, van line services, cost-of-living reports, travel arrangements and tax and financial assistance. SelecSys compatibility assessments provide electronic testing tools to help evaluate candidates, job profiles, management teams, and corporate culture fits.
- **Extended Warranty:** This symbolizes our problem-solving partnerships with our clients. MRI warrants that should the candidate terminate employment with the client for any reason, other than reduction in workforce, MRI shall present additional replacement candidates in an effort to refill the position within a successive period at no additional cost.

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CLIENT TESTIMONIALS

65% of our business year after year is repeat business with satisfied clients

Clients:

"*We are so happy we selected MRI The Boston Group as our recruiting partner – it was definitely the right choice. What comes to mind when I think of MRI is your level of professionalism and the depth of your network and contacts. With any search, there is often a great deal of sensitivity, which is something your team focused in on quickly and never compromised our wishes. You have made a point to get to know us well, our organization, our people, and our business goals. Because of your attention and focus on our first search, and because of the number of outstanding candidates presented, we eagerly engaged MRI for two additional searches across our business and across the country."*

"We can't thank you enough. You found us the unicorn that we were looking for! When we started this search we told you that we thought this would be like finding a needle in a hay stack. Thankfully you found it for us! In his first week on the job with us, "X" has wildly exceeded our very high expectations. Every step of the way, Brian and your whole team have not only helped us build this business, but you have been true partners as well."

"*We retained Management Recruiters – The Boston Group to help us identify and attract top talent. Jack and the team have delivered impact players that are helping us to achieve our goal of growing our customer base. It has been great working with The Boston Group -- they have been a tremendous and valued partner*."

"For the last three decades, we have worked closely with Management Recruiters – The Boston Group - to help us meet our hiring needs. They are very effective and focused in the recruiting process. Management Recruiters has come to know us well and has spent time to learn the industry that we operate in. They will regularly forward us candidates that they come across that they think would be a good fit for us. They have taken the time to get to know our organization and our needs, and thereby save (our company) a lot of time in the recruiting process."

"I have worked with many search and recruiting firms over the years, and Management Recruiters is the one executive search firm that I have stayed with from the beginning. We have developed a great working relationship, and I consider their group to be a great recruiting partner."

"I am very pleased to have "X" join our company and I am very confident that this year will be a great year for us. I would like to thank Rick for all his work. I had met several executive search companies before I knew Rick, but on the first call, I knew Rick would be the one to work with. He went beyond my expectation and he not only brought many

great candidates but gave me a variety of insights about growing out to be a real company from the early stage startup."

"We continue to build a very close working relationship with your team. You know me, my needs, the hospital, and the surrounding area(s) extremely well. It makes it very effective and efficient when recruiting candidates for me. Many times you have the exclusive recruitment on positions for me for this reason. You are attentive, responsive and professional while being friendly and personable."

"We are very excited "X" will be joining our company. Margaret has become a very important resource when we have IT or analytical positions open. She has come to know our culture and sends applicants that not only have the required skills, but also will "fit". She is a pleasure to work with; always professional and responsive. You have become one of my "go to" recruiters."

"We are very excited to have "X" join the team. David and his group did an exceptional job in all aspects of recruiting this candidate. Their ability to locate him and to discuss our company in detail with him were huge factors in his accepting the offer. Overall it was a very good experience."

"It has been a pleasure working with MRI and Gail Pezzi over the last 3 years. Gail has filled 2 key management positions for X in our engineering and IT departments. Her proactive, friendly and efficient approach made the hiring process easy for the team. We definitely will use MRI again in the future to meet our recruiting needs."

Candidates:

"Thank you and the entire MRI Boston Group for assisting and playing such a crucial role in advancing my career; your encouragement is greatly appreciated. I especially thank Keri for the exceptional job she did in making this placement happen; from making the initial contact through to the final offer; her guidance, reassurances and communication at every stage of this process demonstrated her unmatched competence, professionalism and commitment to her clients – it's an impressive reflection of the spirit of the entire MRI – Boston Group. Thanks Keri and the entire MRI – Boston Group."

"Thank you! I am extremely excited about my new position. I would like to share a few words with you concerning your service – it is the best! I strongly recommend anyone looking for a career move to use MRI - The Boston Group."

"I am grateful for the hard work of your team. I'm not sure I can say enough about the exceptional professionalism, energy and resourcefulness of Audrey. She has been in my corner for almost a year now, searching for the right fit and I am confident we have done just that. She's a treasure!"

"I would like to take this opportunity to express my heart felt gratitude for all of the outstanding help extended to me by your team. I could not be more pleased with the outcome. To think this opportunity came to fruition due to your employees' diligence and I believe genuine desire to find a candidate like myself a perfect fit to ensure a satisfying tenure with a very successful company. I also must let you know that I was looking at several different companies and with several different recruiters. Suffice to say your services were unmatched. I thank you again and look forward to talking with your firm in the future."

"Thank you so very much. Your team is outstanding! David & Keri are truly rock stars! They both worked diligently to obtain my position with X. My entire experience with your firm was fantastic. Every time David called me, I felt like I won something due to his high enthusiasm! He kept me upbeat, positive & ready to win the interview. The level of personalization I received from Keri & David was top notch and I can't thank them enough. The overall experience with your group, I believe cannot be matched. I will definitely be referring others to your firm."

"Thank you so much for everything. Rick has been amazing. I have never, in all of my time spent with recruiters, had an experienced as smooth and efficient as Rick made this for me. Rick was on top of everything, remembered key details, and fought for me until the deal was done. I am very grateful for everything Rick has done for me. I will be forwarding referral candidates his way when they cross my radar."

Current Client / Previously Placed Candidate:

"I have been fortunate to work with the MRI team as both a hiring manager and job candidate. As a hiring manager, David was my primary contact at MRI, working diligently to meet the T's&C's requirements of our parent company, while continuing to send me well vetted and highly qualified candidates. What really stood out to me was how well prepared the MRI candidates were for the interview and as a recent candidate placed by MRI myself, I know first hand how David and the entire MRI team take the time to understand your career and personal goals and work to find the best long-term match with the employers they represent. I saw this first hand in the time David and his team spent with me, preparing me for interviews and recently helping me land an absolute dream position. Whether you are looking to hire top talent or looking to make a career move, I highly recommend calling David and the team at MRI-The Boston Group. Top qualities: Great Results, Personable, Expert."

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PERFORMANCE-BASED PRIORITY SEARCH AGREEMENT

Management Recruiters – The Boston Group is hereby authorized by **Town of Gray** to conduct a search for candidates to fill the position of **Town Manager** (and others with mutual agreement) under the following terms and conditions:

1. Town of Gray and affiliated entities, hereinafter referred to as CLIENT, will pay to Management Recruiters – The Boston Group a total service charge of one-third of the position's estimated total compensation for the first year payable in three performance-based installments over the course of the search. For positions paying commissions, bonuses, or other incentives, as well as salary, the charge is based on a reasonable estimate of the candidate's first year total compensation.
2. With the execution of this agreement, CLIENT engages the services of Management Recruiters – The Boston Group with an initial payment of $10,000 to prioritize and begin the search.
3. A second progress payment of $10,000 is performance-based and is due and payable upon presentation of at least 3 (three) short list candidates.
4. The balance of total service charge is due and payable upon successful completion of the search (candidate's acceptance of client's offer) or client's decision to terminate the search, and will reflect estimated total target compensation and adjust for progress payments. Our service charges are payable if you or an affiliated business/entity engage the services of any referral presented by Management Recruiters – The Boston Group for any position within one year of our most recent communication related to such candidate. Should you refer or otherwise identify such a candidate to another company which hires the candidate, you and the hiring company shall be responsible for payment of the Service Charge.
5. CLIENT agrees that Management Recruiters – The Boston Group will conduct this search assignment on an exclusive basis for the duration of the search and all direct inquiries, referrals, or internal candidates will be shared with Management Recruiters – The Boston Group as part of this search in an overall effort to produce the best candidate for the position.
6. If collection activities are necessary, client will pay all expenses thereof, including reasonable attorney fees. In the event that any balance remains unpaid after 30 days, a monthly finance charge of 1.5% will be due.
7. All administrative fees and expenses are waived. Any reasonable, direct interviewing expenses incurred by any candidate will be pre-approved and paid by client.
8. Our Services Guaranteed: Provided the full amount of our invoice is paid when due, Management Recruiters – The Boston Group warrants that should the candidate terminate employment with the CLIENT, for any reason other than reduction in workforce, within their first 30 days, Management Recruiters – The Boston Group shall present additional replacement candidates in an effort to refill the position at no additional cost.

The undersigned hereto agree to all provisions contained in this agreement.

Town of Gray		**Management Recruiters Inc. of Boston** dba- Management Recruiters – The Boston Group	
Name:	Jonathan Hartt	Name:	Brian Mohan
Title:	Human Resources Director		Chief Operating Officer
Date:	9/11/2023	Date:	9/11/2023

PROPOSAL FOR
EXECUTIVE RECRUITMENT SERVICES

Town Manager
Town of Gray, Maine

September 14, 2023
This proposal is valid for 90 days

Strategic Government Resources
P.O. Box 1642, Keller, Texas 76244
Office: 817-337-8581

JJ Peters, President of Executive Recruitment
JJPeters@GovernmentResource.com

September 14, 2023

Town Council
Town of Gray, Maine

Dear Council Members,

Thank you for the opportunity to submit this proposal to assist the Town of Gray in your recruitment for a new Town Manager. SGR has the unique ability to provide a personalized and comprehensive recruitment to meet your needs.

We would like to draw your attention to some key aspects that distinguish SGR from other recruitment firms and allow us to reach the most extensive and diverse pool of applicants available:

- SGR is a recognized thought leader in local government management and is actively engaged in local government operations, issues, and best management practices.
- SGR announces all conducted recruitments in our Servant Leadership e-newsletter, which reaches over 43,000 subscribers in all 50 states.
- SGR reaches a broad community of over 15,000 LinkedIn followers and over 2,700 Facebook followers.
- SGR sends targeted emails to our opt-in Job Alert subscriber database of over 5,000 city/town management professionals.
- Senior Vice President Kevin Hugman would be the recruiter and project manager for this search. Kurt would be available to begin this recruitment during the week of October 25th.

We respectfully request to review the salary range for the position with Town Council prior to committing to this search. We are happy to provide references upon request. We are excited about the prospect of conducting this recruitment for the Town of Gray and are available to visit with you at your convenience.

Respectfully submitted,

Jeri J. Peters, President of Executive Recruitment
JJPeters@GovernmentResource.com

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Company Profile

Strategic Government Resources, Inc. (SGR) exists to help local governments become more successful by Recruiting, Assessing, and Developing Innovative, Collaborative, and Authentic Leaders. SGR was incorporated in Texas in 2002 with the mission to facilitate innovative leadership in local government. SGR is fully owned by former City Manager Ron Holifield, who spent two high-profile decades in city management and served as a City Manager in several cities.

SGR's business model is truly unique. Although we are a private company, SGR operates like a local government association. Most of SGR's principals are former local government officials, allowing SGR to bring a perspective and depth of local government expertise to every project that no other firm can match.

SGR's Core Values are Customer Service, Integrity, Philanthropy, Continuous Improvement, Agility, Collaboration, Protecting Relationships, and the Golden Rule.

SGR is a full-service firm, specializing in executive recruitment, interim placements, online training, onsite training, leadership development, psychometric assessments, strategic visioning retreats, one-on-one employee coaching, and other consulting services.

SGR's services are designed to promote innovation, team building, collaboration, and continuous improvement in local governments. SGR has approximately 700 local government clients in 47 states for all of our business lines combined. SGR has been, and continues to be, a leader in spurring innovation in local government.

SGR has 31 full-time employees, 1 part-time employee, 21 recruiters, 20 facilitators and multiple consultants who function as subject matter experts on a variety of projects.

SGR has corporate headquarters in Texas, as well as virtual offices in California, Colorado, Florida, Minnesota, New York, North Carolina, Ohio, Oklahoma, and Oregon.

View all SGR team members and bios at: Meet the Team.

SGR's Unique Qualifications

Extensive Network of Prospects

SGR is intent on being a leader in executive recruitment, and we believe it is imperative to be proactive in our mission to build a workforce that represents the communities we serve. SGR reaches an extensive and diverse pool of applicants by utilizing our unequaled network of prospects.

- Your position will be announced in SGR's Servant Leadership e-newsletter that reaches over 43,000 subscribers in all 50 states.
- We will send targeted emails to over 5,000 opt-in subscribers to SGR's City/Town Management Job Alerts.
- Your position will appear on SGR's Website, https://sgr.pub/SGRWebsite, which has approximately 20,000 visitors per month.
- Your position will be posted to SGR's Job Board, https://sgr.pub/SGRJobBoard, which averages nearly 16,000 unique visitors per month and has more than 1,600 jobs listed at any given time.
- SGR provides a comprehensive social media marketing campaign that includes custom-made graphics and distribution on Facebook, Twitter, Instagram, and LinkedIn.
- SGR frequently partners with local government associations including League of Women in Government, Alliance for Innovation, and the National Forum for Black Public Administrators.
- Approximately 65% of semifinalists selected by our clients learned about the open recruitments through our website, servant leadership e-newsletter, job board, job alert emails, social media, or personal contact.

Collective Local Government Experience

Our recruiters have years of experience in local government, as well as regional and national networks of relationships. The executive recruitment group works as a team to leverage their networks to assist with each recruitment. SGR team members are active on a national basis in local government organizations and professional associations. Many SGR team members frequently speak and write on issues of interest to local government executives. SGR can navigate all relevant networks as both a peer and insider.

Equal Opportunity Commitment

SGR strongly believes in equal employment opportunity. SGR does not discriminate and believes that equal opportunity is an ethical issue. SGR will not enter an engagement with an entity or organization that directs bias or expects bias to be demonstrated on any basis other than factors that affect the ability of the candidate to do the job. SGR will make a serious and sincere effort to encourage qualified applicants from underrepresented demographic groups to apply. Although SGR cannot guarantee the makeup of the semifinalist or finalist groups, SGR has relationships and contacts nationwide to encourage the meaningful participation of

underrepresented minority groups, and we continue to evaluate and improve our processes by embedding a lens of equity and inclusion into our recruitment practices.

Listening to Your Unique Needs
SGR devotes significant time to actively listening to your organization and helping you define and articulate your needs. We work hard to conduct a comprehensive recruitment that is unique to you. SGR dedicates a prodigious amount of energy to understanding your organization's unique culture, environment, and local issues to ensure a great fit regarding values, philosophy, and management style perspectives.

Trust of Candidates
SGR has a track record of providing remarkable confidentiality and wise counsel to candidates and next generation leaders. We have earned their trust. As a result, SGR is able to bring exceptional prospects to the applicant pool. Candidates trust SGR to assess the situation well, communicate honestly, and maintain their confidentiality to the greatest extent possible.

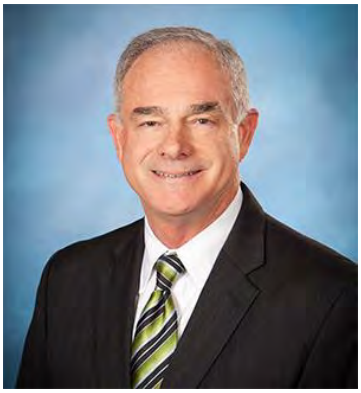
Accessibility & Communication
Your executive recruiter is accessible throughout the recruitment process and can be reached at any time by candidates or clients via cell phone or email. In addition, the recruiter communicates with active applicants on a weekly basis to keep the applicants informed about the community and opportunity.

Comprehensive Evaluation and Vetting of Candidates
SGR offers a screening process that ensures a detailed understanding of candidate backgrounds and minimizes surprises. Our vetting process includes:

- Prescreening questions and technical review of resumes
- Cross communication between our recruiters about candidates who have been in previous searches for greater understanding of background and skills
- Comprehensive written questionnaires to gain insights beyond what is available through a resume
- Online pre-recorded video interviews that allow search committee members to view candidates in an interview setting prior to the finalist recruitment stage
- All-inclusive media reports that far surpass automated Google/LexisNexis searches, customized to each candidate based on where they have lived and worked
- Thorough automated, anonymous reference checks that provide details on candidates' soft skills from an expansive group of references
- Psychometric assessments (supplemental cost)
- Comprehensive background checks completed by a licensed private investigation firm
- Advanced exercise for finalist candidates, customized to the organization

View a full list of our Executive Recruitment Clients at: https://sgr.pub/ERClientList

Project Personnel



Kevin Hugman, Senior Vice President

KevinHugman@GovernmentResource.com
Office: 940-257-8888

Kevin Hugman joined SGR in 2021 as Senior Vice President after a 25-year career in public sector management including 21 years at the executive level. He most recently served as City Manager for the City of Duncanville, Texas, from 2015 until his retirement in 2020. Kevin previously served as Assistant City Manager for the City of Wichita Falls, Texas from 2010 to 2015. He began his career in local government with the City of Southlake, Texas, where he served as Assistant to the City Manager/Community Services Manager from 1993 to 1998, Director of Community Services from 1998 to 2002, and Director of Human Resources from 2002 to 2009.

Kevin attended the University of Texas at Austin where he received his Bachelor of Science degree in architectural engineering. Upon graduation, he received his commission in the U. S. Navy and served on nuclear submarines. Following active duty, he was employed by TU Electric (now Luminant Energy) as an engineer at Comanche Peak nuclear power plant.

An ICMA credentialed manager, Kevin holds a master's degree in public administration from the University of Texas at Arlington. He retired from the U.S. Navy Reserves in 2007 at the rank of Captain after serving 26 years of active and reserve duty.

Recruitment Methodology

A full-service recruitment typically entails the following steps:

1. **Organizational Inquiry and Analysis**
    - Development of Recruitment Plan and Timeline
    - Individual Interviews with Key Stakeholders
    - Creation of Position Profile Brochure
2. **Advertising and Marketing, Communication with Applicants and Prospects**
3. **Initial Screening and Review**
4. **Search Committee Briefing to Facilitate Selection of Semifinalists**
5. **Evaluation of Semifinalist Candidates**
    - Written Questionnaires
    - Recorded Online Interviews
    - Media Searches - Stage 1
6. **Search Committee Briefing to Facilitate Selection of Finalists**
7. **Evaluation of Finalist Candidates**
    - Comprehensive Media Searches - Stage 2
    - Comprehensive Background Investigation Reports
    - DiSC Management Assessments (supplemental service)
    - First Year Game Plan or Other Advanced Exercise
8. **Interview Process**
    - Face-to-Face Interviews
    - Stakeholder Engagement (may occur earlier in process)
    - Deliberations
    - Reference Checks (may occur earlier in process)
9. **Negotiations and Hiring Process**
    - Determination of Terms of an Offer
    - Negotiation of Terms and Conditions of Employment
    - Press Release (if requested)

Step 1: Organizational Inquiry and Analysis

Development of Recruitment Plan and Timeline

SGR will meet with the client at the outset of the project to finalize the recruitment plan and timeline. At this time, SGR will also request that the client provide us with photos and information on the community, organization, and position to assist us in drafting the position profile brochure.

Individual Interviews with Key Stakeholders

SGR devotes tremendous energy to understanding your organization's unique culture, environment, and goals to ensure you get the right match for your particular needs. Fully understanding your organizational needs is the most critical part of conducting a successful executive recruitment. In consultation with the Search Committee, SGR will develop a list of individuals to meet with about the position. These interviews identify issues that may affect the dynamics of the recruitment, as well as develop a composite understanding of the position, special considerations, and the political environment. This process helps with organizational buy-in and will assist us in developing the position profile.

Development of Position Profile Brochure

Following the individual interviews, SGR will develop a draft position profile brochure that is reviewed and revised in partnership with your organization until we are in agreement that it accurately reflects the sought-after leadership and management characteristics.

To view sample recruitment brochures, please visit:
https://sgr.pub/OpenRecruitments

Step 2: Advertising and Marketing, Communication with Applicants and Prospects

Advertising and Marketing

The Executive Recruiter and client work together to determine the best ways to advertise and recruit for the position. SGR's Servant Leadership e-newsletter, where your position will be announced, reaches over 43,000 subscribers in all 50 states. We will also send targeted emails to opt-in subscribers to SGR's Job Alerts. Your position will be posted on SGR's Website, https://sgr.pub/SGRWebsite, and on SGR's Job Board, https://sgr.pub/SGRJobBoard. SGR provides a comprehensive social media marketing campaign that includes custom-made graphics and distribution on Facebook, Twitter, Instagram, and LinkedIn. Ads are also typically placed in various state and national publications, targeting the most effective venues for reaching qualified candidates for that particular position.

Communication with Prospects

SGR communicates with interested prospects on ongoing basis during the recruitment process. Outstanding prospects often will not submit a resume until they have done considerable homework on the available position. A significant number of inquiries will be made, and it is essential that the executive search firm be prepared to answer those questions with fast,

accurate, and complete information, and in a warm and personal manner. This is one of the first places a prospective candidate will develop an impression about the organization, and it is an area in which SGR excels.

Communication with Active Applicants

Handling the flow of resumes is an ongoing and significant process. On the front end, it involves tracking resumes and promptly acknowledging their receipt. It also involves timely and personal responses to any questions or inquiries. SGR communicates frequently with applicants to ensure they stay enthusiastic and informed about the opportunity. SGR sends weekly updates to active applicants regarding the organization and community.

Step 3: Initial Screening and Review

SGR uses a triage process to identify high-probability, medium-probability, and low-probability candidates. The triage ranking is focused on overall assessment based on interaction with the applicant, qualifications, any known issues regarding previous work experience, and evaluation of cultural fit with the organization.

In contrast with the triage process described above, which focuses on subjective assessment of the resumes and how the candidates present themselves, we also evaluate each candidate to ensure that the minimum requirements of the position are met and determine which preferred requirements are met. This sifting process assesses how well candidates' applications fulfill the recruitment criteria outlined in the Position Profile.

Step 4: Search Committee Briefing / Selection of Semifinalist Candidates

At this briefing, SGR will provide a comprehensive progress report and facilitate the selection of up to 12 semifinalists. The presentation will include summary information on the process so far, the candidate pool overall, and any trends or issues, as well as a briefing on each candidate and their credentials.

Step 5: Evaluation of Semifinalist Candidates

Reviewing resumes is an important and valuable step in the executive recruitment process. However, resumes can be misleading. Resumes fail to disclose the individual's personal qualities and his or her ability to get along with other people. Resumes can also exaggerate or inflate accomplishments and experience. SGR's responsibility is to go deeper than the resume to ensure that those candidates who continue in the process are truly outstanding. SGR's goal is to have a clear understanding of the person behind the resume and what makes them an outstanding prospect for you. The evaluation of semifinalist candidates includes follow-up when appropriate to ask any questions about underlying issues.

Written Questionnaires
SGR will ask semifinalist candidates to complete a comprehensive written exercise designed to provide greater insight into candidate thought processes and communication styles. SGR's written instrument is custom designed around the priorities identified by the Search Committee and usually includes questions focusing on key areas of particular interest to the client. This written instrument will be included in the semifinalist briefing book along with cover letters and resumes submitted by the candidates.

Recorded Online Interviews
SGR will ask semifinalist candidates to complete online interviews. This provides a very insightful, efficient and cost-effective way to gain additional insights to utilize in selecting finalists you want to invite for an onsite interview. The recorded online interviews allow the Search Committee to evaluate technological competence, demeanor, verbal communication skills, and on-camera presence. Online interviews also convey to candidates that the organization is using leading edge technology in its business processes and provide an opportunity for the Search Committee to ask candidates questions on specific topics of special interest. Links to view the online interviews are emailed to the Search Committee members for viewing at their convenience prior to selection of finalist candidates.

Media Searches - Stage 1
"Stage 1" of our media search process involves the use of the web-based interface Nexis Diligence™. This platform is an aggregated subscription-based platform that allows access to global news, business, legal, and regulatory content. These media reports at the semifinalist stage have proven helpful by uncovering issues that may not have been previously disclosed by prospective candidates. The recruiter will communicate any "red flags" to the Search Committee immediately upon discovery.

Step 6: Search Committee Briefing / Selection of Finalist Candidates

Prior to this briefing, SGR will provide each member of the Search Committee with a briefing book on the semifinalist candidates. The briefing book includes cover letters, resumes, and completed questionnaires. The link to view the online interviews is emailed separately to Search Committee members. The purpose of this briefing is to facilitate narrowing the list to up to 5 finalists who will be invited for personal interviews.

Step 7: Evaluation of Finalist Candidates

Comprehensive Media Searches - Stage 2
"Stage 2" of our media search process includes the web-based interface Nexis Diligence™ along with Google as a supplementary tool. By utilizing both, we can provide our clients with an enhanced due diligence process to help vet potential candidates in an efficient and comprehensive manner, which reduces the risk of overlooking important information.

The Stage 2 media search consists of a more complex search, which also includes social media platforms, and has proven helpful in analyzing possible adverse news about the candidate by uncovering issues that may not have been previously disclosed by the candidate. The media search gives the Search Committee an overview of the type and extent of press coverage that a candidate has experienced over the course of their career. View a sample media report at: https://sgr.pub/SGRMediaReport.

Comprehensive Background Investigation Reports

Through SGR's partnership with a licensed private investigation firm, we are able to provide our clients with comprehensive background screening reports that include the detailed information listed below. View a sample background report at: https://sgr.pub/SGRBackgroundReport.

- Social Security number trace
- Address history
- Driving history/motor vehicle records
- Credit report (if desired)
- Federal criminal search
- National criminal search
- County wants and warrants for previous 10 years
- Global homeland security search
- Sex offender registry search
- State criminal search (for current and previous states of residence)
- County civil and criminal search (for every county in which candidate has lived or worked) for previous 10 years
- Education verification
- Employment verification (if desired)
- Military verification (if desired)

DiSC Management Assessments (supplemental service)

SGR uses a DiSC Management assessment tool, which is among the most validated and reliable personal assessment tools available. The DiSC Management assessment analyzes and reports comprehensively on the candidate's preferences in five vital areas: management style, directing and delegating, motivation, development of others, and working with his/her own manager. View a sample report at: https://sgr.pub/SGRDiSCReport. For assessments of more than two candidates, a DiSC Management Comparison Report is included, which provides a side-by-side view of each candidate's preferred management style. View a sample comparison report at: https://sgr.pub/SGRDiSCCompare.

First Year Game Plan or Other Advanced Exercise

SGR will work with your organization, if desired, to develop an advanced exercise for the finalist candidates. One example of such an exercise is a "First Year Game Plan," a process where finalist candidates are provided with the contact information for elected officials, key staff, and community leaders and then given free rein to make contact with all of them in advance and use those insights to develop a "first year game plan" based on what they know so far.

Feedback is received from the key contacts on their impressions of the finalist candidates from the interactions with the candidates prior to the interviews. This exercise provides the opportunity to evaluate candidates' written and interpersonal communication skills, as well as critical analysis skills.

Step 8: Interview Process

Face-to-Face Interviews

SGR will schedule interviews at a date/time convenient to your organization. This process can be as simple, or as complex, as your organization desires. SGR will help you determine the specifics and assist in developing the interview schedule and timeline. SGR will prepare sample interview questions and will participate throughout the process to make it smooth and efficient.

Stakeholder Engagement

At the discretion of the Search Committee, we will work closely with your organization to engage stakeholders in the recruitment process. Our recommendation is that we design a specific stakeholder engagement process after we learn more about the organization and the community. Different approaches work best in different communities. We will collaborate with your organization to determine which option, or combination of options, will be the most effective for the unique needs of the organization.

- Stakeholder survey (supplemental service, can be provided at an additional cost)
- Interviewing community leaders at the outset of the recruitment;
- Holding a public forum for citizen engagement at the outset of the recruitment;
- Community leader reception;
- Meet and greet;
- Search Committee and key community leader dinner meeting;
- "Round Robin" forum meetings with various community groups during a multi-day interview process.

Deliberations

SGR will facilitate a discussion about the finalist interviews and assist the Search Committee in making a hiring decision or in deciding whether to bring back one or more candidates for a second interview.

Reference Checks

SGR uses a progressive and adaptive automated reference check system to provide insights on candidates' soft skills from a well-rounded group of references. References may include elected officials, direct supervisors, direct reports, internal organizational peers, professional peers in other organizations, and civic leaders. SGR's reference check platform is anonymous, which is proven to encourage more candid and truthful responses, in turn providing organizations with more meaningful and insightful information on candidates. SGR provides a written summary report to the organization once all reference checks are completed. The timing of reference

checks may vary depending on the specific search process and situation. If the names of the finalists are made public prior to interviews, SGR will typically contact references prior to the interview process. If the names of the finalists are not made public prior to interviews, SGR will typically wait until the organization has selected its top candidate before calling references in order to protect candidate confidentiality.

Step 9: Negotiations and Hiring Process

Determine the Terms of an Offer

Upon request, SGR will provide appropriate employment agreement language and other helpful information to assist you in determining an appropriate offer to extend to your candidate of choice.

Negotiate Terms and Conditions of Employment

SGR will assist to whatever degree you deem appropriate in conducting negotiations with the chosen candidate. SGR will determine and define any special needs or concerns of the chosen candidate, including anything that could be a complicating factor. SGR is experienced and prepared to help craft win-win solutions to negotiation "log-jams."

Press Release (if requested)

Until you have "sealed the deal," you should be cautious in order to avoid the embarrassment of a premature announcement that does not work out. It is also best practice to notify all senior staff and unsuccessful candidates before they read about it in the newspaper. SGR will assist with this coordination and with drafting any announcements or press releases.

Satisfaction Surveys

SGR is committed to authentically following the golden rule by providing prompt, professional and excellent communication and always treating every client with honor, dignity and respect. We ask clients and candidates to complete a brief and confidential survey after the completion of their recruitment. This helps us strive to continuously improve our processes and meet the changing needs of the workforce.

Supplemental Service: Post-Hire Team Building Workshop

SGR can provide a customized team building workshop after you hire for the position. SGR utilizes I-OPT, which is a validated measurement tool that shows how a person perceives and processes information. Because people "see" different things when they assess a situation, they are motivated to take various courses of action, so understanding you and your colleagues' I-OPT Profiles will enable you to work much more effectively as a team. This service can be provided at an additional cost. View sample I-OPT reports at: https://sgr.pub/SampleIOPT.

Projected Schedule

Holidays may affect recruitment schedule.

Task	Weeks
• Contract Executed • Develop Recruitment Plan, Timeline • Individual Interviews with Key Stakeholders	Week 1
• Deliverable: Position Profile Brochure • Search Committee Reviews and Approves Brochure	Weeks 2-3
• Advertising and Marketing • Accept Applications • Communication with Prospects and Applicants	Weeks 4-7
• Initial Screening and Review	Week 8
• Search Committee Briefing / Select Semifinalists • Questionnaires and Recorded Online Interviews • Media Searches - Stage 1	Week 9
• Deliverable: Semifinalist Briefing Books and Online Interviews	Week 10
• Search Committee Briefing / Select Finalist Candidates	Week 11
• Comprehensive Media Searches - Stage 2 • Comprehensive Background Investigation Reports • DiSC Management Assessments (supplemental service) • First Year Game Plan or Other Advanced Exercise	Weeks 12-13
• Deliverable: Finalist Briefing Books	Week 14
• Face-to-Face Interviews • Stakeholder Engagement (may occur earlier in process) • Deliberations • Reference Checks (may occur earlier in process) • Negotiations and Hiring Process	Week 15

Recruitment Costs & Service Guarantee

Not-to-Exceed Price: **$26,900 ***

** Ad placement costs are not included in the Not-to-Exceed Price. Ad placement costs are estimated to be between $1,750 and $2,500 and shall be added to the total cost of services upon approval from the organization.*

Not-to-exceed price includes:

- **Professional Service Fee - $20,500**
- **Expenses:**
  - **Position Profile Brochure & Marketing - $1,500**
    - Production of a professional position profile brochure
    - Custom-designed graphics for social media and email marketing
    - Announcement in SGR's 10 in 10 Leadership and Innovation e-newsletter
    - Two (2) email blasts to SGR's opt-in Job Alert subscribers for the relevant job category
    - Job placement on SGR's website
    - Ad placement on SGR's job board
    - Promotions on SGR's social media pages – Facebook, Twitter, LinkedIn, and Instagram
  - **Semifinalist Recorded Online interviews** for up to twelve (12) semifinalists - **$225 each**
  - **Comprehensive Media Reports** for up to five (5) finalists - **$500 each**
  - **Comprehensive Background Investigation Reports** for up to five (5) finalists - **$400 each**
  - **Comprehensive Reference Checks** with individual reports for up to five (5) finalists - **$225 each**
  - **Up to two (2) multi-day onsite visits** by one Recruiter to the Organization, for up to 2 and 1/2 days per visit. Meals are billed back at a per diem rate of $15 for breakfast, $20 for lunch, and $30 for dinner. Mileage will be reimbursed at the current IRS rate. All other travel-related expenses are billed back at actual cost, with no markup for overhead.

Reimbursable Expenses

- **Ad placements, as approved by the organization, will be billed back at actual cost with no markup for overhead.**

Supplemental Services

The supplemental services listed below are not included in the not-to-exceed price:

- Additional online interviews (over and above the twelve (12) included in the not-to-exceed price above) are offered for $225 per candidate.
- Additional comprehensive media reports (over and above the five (5) included in the not-to-exceed price above) are offered for $500 per candidate.
- Additional background investigation reports (over and above the five (5) included in the not-to-exceed price above) are offered for $400 per candidate.
- Additional reference checks (over and above the five (5) included in the not-to-exceed price above) are offered for $225 per candidate.
- There is a cost of $175 per candidate for the DiSC Management Profile.
- Semifinalist and finalist briefing materials will be provided to the search committee via an electronic link. Should the organization request printing of those materials, the reproduction and shipping of briefing materials will be outsourced and be billed back at actual cost.
- Additional onsite visits (over and above the two (2) onsite visits included in the not-to-exceed price above) by one Recruiter will be billed over and above the not-to-exceed price. Travel and onsite time will be billed at a professional fee (per recruiter) of $1,000 per half-day and $1,500 per full day. Meals are billed back at a per diem rate of $15 for breakfast, $20 for lunch, and $30 for dinner. Mileage will be reimbursed at the current IRS rate. All other travel-related expenses are billed back at actual cost, with no markup for overhead.
- Candidates are reimbursed directly by the organization for travel expenses.
- SGR will conduct a Stakeholder Survey for $1,000. SGR provides recommended survey questions and sets up an online survey. Stakeholders are directed to a web page or invited to take the survey by email. A written summary of results is provided to the organization.
- A half-day onsite post-hire team building workshop is offered for $4,000, plus travel expenses and $150 per person for I-OPT reports.
- If the organization desires any supplemental services not mentioned in this section, an estimate of the cost and hours to be committed will be provided at that time, and no work shall be done without approval.

Billing

The professional service fee for the recruitment is billed in three equal installments during the course of the recruitment. The initial installment is billed after the position profile brochure has been created. The second installment is billed after semifinalists are selected. The final installment is billed at the conclusion of the recruitment. Expenses and supplemental services will be billed with each of the three installments, as appropriate. Balances that are unpaid after the payment deadline are subject to a fee of 5% per month or the maximum lawful rate, whichever is less, on the owed amount every month, charged monthly until the balance is paid.

Service Guarantee

SGR guarantees that you will be satisfied with the results of the full service recruitment process, or we will repeat the entire process one additional time and charge only for expenses. Additionally, if you select a candidate (that SGR has fully vetted) who resigns or is released within 12 months of their hire date, SGR will repeat the process one additional time and charge only for expenses. If the organization circumvents SGR's recruitment process and selects a candidate who did not participate in the full recruitment process, the service guarantee is null and void. We also guarantee that we will not directly solicit a candidate we bring to you for another job.

City & County Management Recruitments, 2018-Present

In Progress

- Cleburne, Texas (pop. 33,000) - City Manager
- Edwardsville, Kansas (pop. 4,700) - City Manager
- Glenn Heights, Texas (pop. 17,000) - City Manager
- Kilgore, Texas (pop. 14,000) - City Manager
- Lafayette, Colorado (pop. 30,000) - City Administrator
- Largo, Florida (pop. 84,000) - City Manager
- Lawton, Oklahoma (pop. 90,000) - City Manager
- Snoqualmie, Washington (pop. 14,000) - City Administrator
- Trophy Club, Texas (pop. 13,000) - Town Manager

2023

- Camp Verde, Arizona (pop. 12,000) - Town Manager
- Bristol, Tennessee (pop. 27,000) - City Manager
- Dobbs Ferry, New York (pop. 11,000) - Village Administrator
- Gatesville, Texas (pop. 16,000) - City Manager
- Glastonbury, Connecticut (pop. 35,000) - Town Manager
- Great Bend, Kansas (pop. 15,000) - City Administrator
- Justin, Texas (pop. 5,000) - City Manager
- Laredo, Texas (pop. 256,000) - City Manager
- Mexia, Texas (pop. 7,000) - City Manager
- Nassau Bay, Texas (pop. 5,000) - City Manager
- Navajo County, Arizona (pop. 106,000) - County Manager
- Ottawa, Kansas (pop. 12,500) - City Manager
- Parker, Arizona (pop. 3,500) - Town Manager
- Rowlett, Texas (pop. 68,000) - City Manager
- Shawnee, Kansas (pop. 69,000) - City Manager
- Snyder, Texas (pop. 11,000) - City Manager
- Williston, North Dakota (pop. 29,000) - City Administrator

2022

- Aledo, Texas (pop. 5,500) - City Manager
- Blaine, Washington (pop. 6,000) - City Manager
- Crandall, Texas (pop. 4,000) - City Manager

- Dalhart, Texas (pop. 8,500) - City Manager
- Edinburg, Texas (pop. 100,000) - City Manager
- Frisco, Colorado (pop. 3,000) - Town Manager
- Graham, Texas (pop. 8,000) - City Manager
- Hutto, Texas (pop. 40,000) - City Manager
- Johnston, Iowa (pop. 24,000) - City Administrator
- Kennebunk, Maine (pop. 11,000) - Town Manager
- Kennedale, Texas (pop. 9,000) - City Manager
- Ketchikan, Alaska (pop. 8,000) - City Manager/Public Utilities General Manager
- Klamath Falls, Oregon (pop. 22,000) - City Manager
- Leawood, Kansas (pop. 34,000) - City Administrator
- Levelland, Texas (pop. 14,000) - City Manager
- Live Oak, Texas (pop 16,000) - City Manager
- Madisonville, Texas (pop. 4,500) - City Manager
- Manor, Texas (pop. 15,000) - City Manager
- Marshall, Texas (pop. 23,000) - City Manager
- Mineral Wells, Texas (pop. 15,000) - City Manager
- Mont Belvieu, Texas (pop. 8,000) - City Manager
- Montgomery, Texas (pop. 2,400) - City Administrator
- Nassau Bay, Texas (pop. 5,000) - City Manager
- Parkville, Missouri (pop. 7,000) - City Administrator
- Rocky Hill, Connecticut (pop. 21,000) - Town Manager
- Sunnyvale, Texas (pop. 8,000) - Town Manager
- Tolland, Connecticut (pop. 15,000) - Town Manager
- Walla Walla, Washington (pop. 34,000) - City Manager
- West Lake Hills, Texas (pop. 3,000) - City Administrator
- Wethersfield, Connecticut (pop. 26,000) - Town Manager
- Wickenburg, Arizona (pop. 7,500) - Town Manager

2021

- Bainbridge Island, Washington (pop. 25,000) - City Manager
- Breckenridge, Texas (pop. 5,000) - City Manager
- Bridgeport, Texas (pop. 6,500) - City Manager
- Briarcliff Manor, New York (pop. 8,000) - Village Manager
- Chandler, Arizona (pop. 270,000) - City Manager
- Chanhassen, Minnesota (pop. 27,000) - City Manager
- Chickasha, Oklahoma (pop. 16,000) - City Manager
- Choctaw, Oklahoma (pop. 12,000) - City Manager

- Clermont, Florida (pop. 44,000) - City Manager
- Flower Mound, Texas (pop. 79,000) - Town Manager
- Johnson City, Tennessee (pop. 65,000) - City Manager
- Kennett Square, Pennsylvania (pop. 6,000) - Borough Manager
- Lago Vista, Texas (pop. 8,000) - City Manager
- Lamar, Colorado (pop. 7,500) - City Administrator
- Monett, Missouri (pop. 9,000) - City Administrator
- North Port, Florida (pop. 77,000) - City Manager
- Port Chester, New York (pop. 30,000) - Village Manager
- Sherwood, Oregon (pop. 20,000) - City Manager
- Snoqualmie, Washington (pop. 14,000) - City Administrator
- Spokane, Washington (pop. 220,000) - City Administrator

2020

- Argyle, Texas (pop. 4,000) - Town Administrator
- Bay City, Texas (pop. 17,000) - City Manager
- Bedford, Texas (pop. 49,000) - City Manager
- Boerne, Texas (pop. 16,000) - City Manager
- Castroville, Texas (pop. 3,000) - City Administrator
- Clinton, Connecticut (pop. 13,500) - Town Manager
- Commerce, Texas (pop. 9,000) - City Manager
- Covington, Georgia (pop. 14,000) - City Manager
- DeSoto, Texas (pop. 56,000) - City Manager
- Duncanville, Texas (pop. 40,000) - City Manager
- Hutchinson, Kansas (pop. 42,000) - City Manager
- Hutto, Texas (pop. 30,000) - City Manager
- Iola, Kansas (pop. 5,500) - City Administrator
- Johns Creek, Georgia (pop. 84,000) - City Manager
- Joplin, Missouri (pop. 50,000) - City Manager
- Miami, Oklahoma (pop. 13,500) - City Manager
- Mission Hills, Kansas (pop. 3,500) - City Administrator
- Nacogdoches, Texas (pop. 33,000) - City Manager
- Santa Fe, Texas (pop. 13,000) - City Manager
- Tigard, Oregon (pop. 53,000) - City Manager
- Westworth Village, Texas (pop. 3,000) - City Administrator

2019

- Blaine, Minnesota (pop. 65,000) - City Manager
- Bullard, Texas (pop. 4,000) - City Manager
- Campbell County, Wyoming (pop. 46,000) - Commissioners' Administrative Director/County Administrator
- Canyon, Texas (pop. 15,000) - City Manager
- Copperas Cove, Texas (pop. 34,000) - City Manager
- Killeen, Texas (pop. 145,000) - City Manager
- Kingsville, Texas (pop. 26,000) - City Manager
- Lamar, Colorado (pop. 7,500) - City Administrator
- Lenexa, Kansas (pop. 55,000) - City Manager
- Mineral Wells, Texas (pop. 15,000) - City Manager
- Orange, Texas (pop. 19,000) - City Manager
- Palm Coast, Florida (pop. 86,000) - City Manager
- South Windsor, Connecticut (pop. 26,000) - Town Manager
- Springfield, Oregon (pop. 62,000) - City Manager
- Terrell, Texas (pop. 17,000) - City Manager
- Tolland, Connecticut (pop. 15,000) - Town Manager
- Vail, Colorado (pop. 5,000) - Town Manager
- Venus, Texas (pop. 5,000) - City Administrator
- Victoria, Texas (pop. 67,000) - City Manager
- West Lake Hills, Texas (pop. 3,000) - City Administrator

2018

- Anna, Texas (pop. 14,000) - City Manager
- Bethany, Oklahoma (pop. 19,000) - City Manager
- Cameron, Missouri (pop. 10,000) - City Manager
- Clackamas County, Oregon (pop. 400,000) - County Administrator
- Clallam County, Washington (pop. 75,000) - County Administrator
- Coffeyville, Kansas (9,500) - City Manager
- Craig, Colorado (pop. 9,000) - City Manager
- Erie, Colorado (pop. 26,000) - Town Administrator
- Forney, Texas (pop. 19,000) - City Manager
- Freeport, Texas (pop. 12,000) - City Manager
- Fulshear, Texas (pop. 9,500) - City Manager
- Green Cove Springs, Florida (pop. 7,500) - City Manager
- Humble, Texas (pop. 15,000) - City Manager
- Jacksonville, Texas (pop. 14,000) - City Manager

- Jupiter, Florida (pop. 60,000) - Town Manager
- Lawton, Oklahoma (pop. 94,000) - City Manager
- Lebanon, Missouri (pop. 15,000) - City Administrator
- Lockhart, Texas (pop. 13,500) - City Manager
- Marshall, Texas (pop. 24,000) - City Manager
- Murfreesboro, Tennessee (pop. 130,000) - City Manager
- Nixa, Missouri (pop. 21,000) - City Administrator
- Paducah, Kentucky (pop. 25,000) - City Manager
- Pflugerville, Texas (pop. 60,000) - City Manager
- Plant City, Florida (pop. 38,000) - City Manager
- Riverside, Missouri (pop. 3,000) - City Administrator
- Smithville, Missouri (pop. 10,000) - City Administrator
- Springfield, Missouri (pop. 167,000) - City Manager
- Sunnyvale, Texas (pop. 6,500) - Town Manager
- West University Place, Texas (pop. 14,000) - City Manager
- Wethersfield, Connecticut (pop. 26,000) - Town Manager

TOWN MANAGER

Kennebunk, Maine

EXECUTIVE RECRUITMENT PROVIDED BY SGR

THE COMMUNITY

Tucked along the southwesterly coast of Maine, just 90 miles north of Boston and 25 miles south of Portland, the Town of Kennebunk offers a quintessential Maine experience: the smell of pine and salt in the air, and the sounds of waves and seagulls traveling on the wind. From its vibrant villages to its sandy beaches, the town takes pride in being the state's safest community and a wonderful place to live and work.

"The only village in the world so named," Kennebunk was originally settled in 1621 as an agricultural and shipbuilding town. The Kennebunk of today, home to more than 11,500 residents within its 43.75 square miles, celebrates that rich tradition and history and has since evolved into a favorite destination for travelers worldwide.

Visitors flock to its rolling hills, the beautiful Mousam and Kennebunk rivers, and the sea-captain mansions of Summer Street. And residents and vacationers alike enjoy its coastline, where they have their choice of Gooch's, Middle, Parsons, and Mother's beaches. Play in the surf, comb the sand for shells, or enjoy a long walk; the string of beaches, some sandy, some rocky, stretch along Beach Avenue and transition from one to the next with the help of sidewalks that make the stretch a favorite for walkers and joggers.

Kennebunk also invites you to hit the water. Rent a boat or kayak from a shop near Dock Square, hop on a lobster boat tour, or secure a charter for professional fishing or whale watching. Or head out to Route 99 to explore a wildlife management district locally nicknamed the "Blueberry Plains." Adventurers will also enjoy a trip to the Rachel Carson National Wildlife Refuge, where walking trails twist along the salt marshes and estuaries, or visits to Eastern Trail, Bridle Path, Hope Woods, and other treasures of the Kennebunk Land Trust.

Those who prefer to stick to town are likewise well rewarded. Take a stroll along the revitalized historic Main Street to revel in a vibrant shopping and dining scene. Browse one-of-a-kind boutiques and art galleries, grab an ice cream and enjoy some live music. The town is also known for its various restaurants, from popular diners and pubs to wine bars and fine dining.

The Brick Store Museum, Wedding Cake House, and a collection of sea captain homes offer a peek into

THE COMMUNITY *continued*

Kennebunk's past — or check out the town's charming Museum in the Streets, a series of 25 historical markers providing a self-guided tour. To experience modern-day Kennebunk's strong sense of community, don't miss its full calendar of special events, including May Day, Harvestfest, the Kennebunk Art Festival, West Kennebunk Family Fun Days, and Christmas Prelude.

Although Kennebunk's traditional population centers still remain, the houses and landscape are strong reminders of the town's history. The 1970s and '80s brought significant changes in housing types and development patterns, and homes have spread along area roadways to all corners of the community. Residents have their choice of condos, large-lot single-family homes, and everything in between. Approximately 80 new single-family home permits issued in the past year highlight a population boom for the community as more and more people decide they want to feel like they're on a New England vacation year-round.

Kennebunk families are served by Maine Regional School Unit 21, with roughly 2,630 kindergarten through 12th-grade students attending six campuses. Notably, Kennebunk High School is ranked the second best in Maine. The New School offers a private education experience for those who prefer it, and those seeking higher education have their choice of nearby institutions, including the University of New England, York County Community College, the University of Southern Maine, the University of New Hampshire, and Southern Maine Community College.

Excellent healthcare facilities are also available for residents. Kennebunk is home to Southern Maine Health Care and New England Cancer Specialists, with additional options in nearby communities accessible via I-95 and Route 1.

The median household income in the community sits just under $84,600, and single-family homes in the community have a median price of about $577,700.

MAJOR EMPLOYERS

Corning

Maine Regional School Unit 21

Kennebunk Savings

Town of Kennebunk

Hannaford

Huntington Common

Home Instead Senior Care

Kennebunk Center for Health & Rehab

RiverRidge Center

Southern Maine Health

HMS Host

Northeast Coatings

The Hissong Group

Plixer

Garrett-Pillsbury

KKW Water District

Tom's of Maine

Bergen & Parkinson

Downeast Energy

TOWN OF Kennebunk MAINE

MISSION & VALUES

Mission:

The Town of Kennebunk partners with our community members to deliver superior service in the most efficient and effective manner possible while preserving, protecting, and enhancing the quality of life of all of our residents, businesses and visitors.

Core Values

- *Culture of Excellence:* We respect members of the public and each other, and treat all with courtesy and dignity. We are an inviting community that welcomes diversity and embraces our differences, promoting an atmosphere of inclusion and acceptance among our residents and visitors. We rely on teamwork to provide a seamless experience for all citizens. We uphold high ethical standards in our personal, professional, and organizational conduct. We continuously strive to meet the needs of citizens through available resources by being flexible and promoting the use of innovation.

- *Accountability:* We accept responsibility for our personal and organizational decisions and actions while delivering cost-effective and efficient services that are done right the first time.

- *Communication:* We openly communicate with the public and each other by sharing information and soliciting feedback to achieve our goals.

- *Diversity, Inclusion, Connection:* We believe a thriving and vibrant community stems from the diversity of its people. To that end, we strive to ensure people from all backgrounds, experiences, and perspectives feel welcomed, respected and accepted.

- *Environment:* We are concerned about our natural, historic, economic, and aesthetic resources and work to preserve and enhance them for future generations.

- *Safety:* We use education, prevention, and enforcement methods to protect life and property in the community, and maintain our infrastructure and facilities to provide a safe environment in which to live, work, shop, and play.

- *Trust:* We realize the perception of our organization is dependent upon the public's confidence in our commitment to our core values and to meeting the goals set collectively by the Town Manager and Select Board.

Principles of Excellent Service

- Concern for the Individual
- Professional Service
- Accountability
- Positive Engagement
- Timeliness
- Teamwork
- Fair and Equitable Service
- Effective Communication
- Customer Focus

GOVERNANCE & ORGANIZATION

Kennebunk's Select Board — its governing body — consists of seven members elected at large to staggered, three-year terms (with a three-term limit). At the start of new terms each year, the group collectively elects a Chair, Vice Chair and Secretary/Clerk. The board establishes policy for the community, provides public leadership, represents the Town on various regional and state issues, and supervises the Town Manager.

While the Select Board sets the vision, the Town Manager oversees the organization's daily operations. The Town's team includes 96 full-time and four regular part-time employees and 164 variable-hour, on-call, and temporary, seasonal workers, working with a budget of about $51.1 million this fiscal year. Together, they provide a wide range of municipal services, including Community Development, Public Works, Police, Fire/EMS, Recreation Facilities, and more. Notably, the Kennebunk Free Library is not a Town department but receives Town funds.

The organization recently completed the construction of a new skate park and invested in the sea wall; significant projects currently underway include athletic fields at the high school and a new Public Services building.

Kennebunk has an ad valorem tax rate of $14.25 (an estimated effective tax rate of $10.68). With the recent surge in prices since the start of the pandemic, the effective tax rate for a property with a median sales price is about 1.06%.

STRATEGIC GOALS

In their recently approved Comprehensive Plan, Town leaders established several local goals tied to critical elements of the organization and broader community, setting a vision for the years ahead. These include:

Historical and Archaeological

- To conserve and promote Kennebunk's unique identity and small-town character by protecting the Town's historic and archeological resources.

Natural Resources

- To protect, maintain and, where possible, improve the quality of the Town's natural environment and resources – namely: wetlands, wildlife, and fisheries habitat, sand dunes, shorelands, scenic vistas, and unique natural areas.

Marine Resources

- To preserve and enhance water-dependent land uses such as marinas and working waterfront facilities on the Kennebunk River.
- To protect and enhance the Town's marine resources, including fisheries and shellfish habitat, sand dunes, shorelands, estuaries, and related coastal waters.
- To maintain a balance between commercial and recreational uses in the Kennebunk Harbor.
- To continue to cooperate with Kennebunkport and Arundel in the management of the Kennebunk Harbor.

Economy

- To preserve and expand the base of nonpolluting manufacturing, distribution, healthcare, financial services, food and lodging services, and high technology activity in Kennebunk.
- To assure a supply of industrially zoned land that is near public utilities and that has good access to the regional transportation system, particularly the Maine Turnpike.
- To support tourism as a vital part of the local economy, but manage it so that it enhances the Town's historic, architectural and scenic features and does not compromise the qualities that make Kennebunk unique.
- To support the local arts community and promote the town as a center for cultural, social and educational programs.
- To diversify the local economy.
- To maintain and actively foster Downtown Kennebunk, Lower Village and West Kennebunk Village as vital commercial areas, and to preserve their traditional village pattern of development.
- To maintain and actively foster small scale, neighborhood-oriented commercial uses in the Downtown, Lower Village and West Kennebunk Village.
- To support working from home as a rational form of land use provided it does not cause nuisances in the neighborhoods or alter the residential character of neighborhoods.

Housing

- To formulate through Zoning ordinances the ability to continue to provide a variety of housing units to serve the diverse needs of residents.
- To continue to meet state requirements for "affordable" housing to support the needs of both workers and seniors.
- To foster public-private partnerships to achieve these goals.
- To support the creation of housing that meets the needs of older residents, including housing that is rehabilitated, adapted or newly constructed to help older adults age in place.

Recreation

- To maintain and promote land/water recreational sites, programs and facilities for residents and visitors.
- To provide a varied assortment of recreational opportunities to meet the needs of aging adults, including both outdoor and indoor sources.

Transportation

- To promote a safe and sustainable transportation system that supports the village/rural pattern of settlement and encourages modes of travel alternative to automobiles within and between villages, negating the need for seniors and families to use autos when doing local errands.

Public Facilities and Services

- To collaborate with utilities to ensure reliable and cost-efficient services to Town residents and businesses, and to support Growth Areas as defined by the Town's zoning ordinances.
- To support the inclusion of older adults' contributions to Town quality of life.

Fiscal Capability and Capital Improvement Plan

- To improve the efficiency and effectiveness of public service delivery through formal and informal means of inter-local cooperation and communication
- To proactively evaluate the adequacy of current public facilities and procedures, and formulate plans to expand and update as necessary, while concentrating Town financial resources in Growth Areas.

Climate Change and Sea Level Rise

- To recognize the full range of potential climate change impacts on Town residents and the local economy and formulate a set of strategies to minimize the negative consequences therefrom.

Future Land Use Plan

- To encourage growth in areas that can support it with existing Town infrastructure and public utilities, to do all that is possible to keep housing options affordable, and to protect our limited natural resources.

What We Value:

The Town of Kennebunk's Select Board is committed to fostering an environment that values diversity and inclusion. Kennebunk celebrates the diversity of culture, background, experience, and thought.

Who We Are Seeking:

We are seeking dedicated individuals who want to offer their talents, experience, and perspectives to make a difference in the Springfield community! We are seeking authentic individuals from all different backgrounds and perspectives who are committed to creating a welcoming and inclusive community.

What to Consider When Applying:

Studies have shown that women and minorities are less likely to apply when they haven't seen people they identify with in a certain role or career. Additionally, individuals often don't apply because they believe they are unable to perform every task in the job description. We are most interested in finding the best candidate for the job. The Town will consider any equivalent combination of knowledge, skills, education, and experience to meet minimum qualifications. If you are interested in applying, we encourage you to think broadly about your background and skill set for the role.

ABOUT THE POSITION

Appointed by and answerable to the Select Board, the Town Manager serves as Kennebunk's chief administrative official, responsible for its resources, operations, and the general conduct of its affairs as established in the Town Charter.

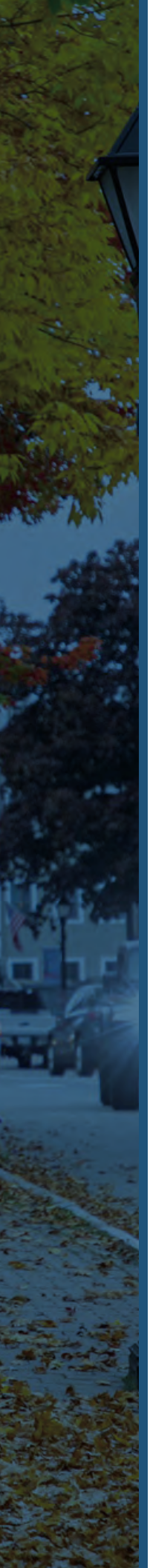
The position is responsible for managing and supervising all of the Town's departments, agencies, and offices, ensuring that operations align with the vision, policies, and goals of the Select Board, and providing professional advice to elected and appointed officials. It also oversees the creation of short- and long-range plans; prepares studies, reports, and recommendations; develops and monitors the annual budget; identifies community needs and potential solutions; and works directly with the public, regularly engaging with residents, business owners, and other stakeholders.

As the leader of the organization, the role plans and organizes workloads and staff assignments; trains, motivates, and evaluates assigned employees; and recommends division directors for confirmation by the Select Board. It also represents the Town to outside organizations, members of the media, as well as various regional, state, and federal agencies.

OPPORTUNITIES & CHALLENGES

In their recently approved Comprehensive Plan, Town leaders established several local goals tied to critical elements of the organization and broader community, setting a vision for the years ahead. These include: .

- *Strategic Planning* - The new Town Manager will need to be strategy-minded, someone who can marry passionate public input with responsible public policy and help a relatively new Select Board feel confident in their decisions. After a five-year development process, the community is eager to see further progress made on the adopted comprehensive plan. Town leaders have also established a Charter Review Committee to consider changes. Strategic planning should respect the Town's history and the views of its longtime residents while making room for new perspectives and keeping a keen eye on the Town's long-term sustainability. And, of course, plans should balance community service-level expectations with staffing and funding levels.



OPPORTUNITIES & CHALLENGES *continued*

- ***Building Relationships*** - Establishing and building strong relationships within the community will be a top priority for this position, and honesty and transparency will be critical. In addition to residents and members of the business community, the new Town Manager should be prepared to strengthen ties with neighboring cities and the regional school district so that progress can be made on common issues.

- ***Community Investments*** - Town leaders have identified a need for improved public transportation and more parks and recreation programming. A new solid waste contract is also pending to address a desire for improved waste management.

- ***Public Engagement*** - Kennebunk has a proud history of community engagement, and the ability to participate in the political process is part of the Town's identity. The incoming Town Manager needs to have an appreciation and understanding for the New England style town meeting form of government. They will want to continue — and enhance — proactive communication with the community to ensure residents understand issues facing the Town and feel connected to decision-makers. They will also want to support and utilize the established citizen committees and find opportunities to refresh them, helping those volunteers understand their role in supporting staff and the Select Board.

- ***Economic Development*** - At present, Kennebunk is primarily a bedroom community with some tourism and industry. Town leaders understand the need to diversify the tax base, be more business-friendly, and perhaps pursue an innovative business district along the Route 1 corridor. The new Town Manager will want to get up to speed on the recently adopted economic plan and work quickly to implement it.

- ***Housing*** - Housing costs for workers and families who want to live close to work or raise a family in Kennebunk have become a challenge as the Town's growth is pricing people out. Zoning and development regulations to support the new comprehensive plan are a priority, along with policies to address short-term rentals, absent landlords, and recent state legislation focused on increasing housing opportunities, including accessory and micro-housing.

- ***Fiscal Sustainability*** - The new Town Manager should be skilled in local government financial best practices to guide fiscal and debt strategies in the short and long term. The successful candidate will need to manage the cost of Town aspirations, ensure sustainability within the capital improvements program, and remain sensitive to property valuations and their impacts on local property owners.

- ***Climate Action*** - Maine remains committed to taking climate change seriously and acting locally to protect the state's unique environment. Kennebunk hopes to partner with neighboring communities to develop a four-town initiative to create local climate change action plans, and the new Town Manager will want to prioritize hiring a sustainability director to lead efforts for the organization.

- ***Recruitment & Retention*** - As with any service-driven organization in the current job environment, the ability to attract and retain excellent talent is an ongoing challenge. Among the incoming manager's first tasks will be filling key leadership positions within the organization and working with the team to improve employees' work-life balance. Employees also hope to maintain their sense of family and harmony within the organization despite retirements and leadership changes, underlining the importance of making the right hires and onboarding them effectively. And Town leaders would like to see greater diversity among the organization's leadership, reflective of the region's changing demographics. Finally, experience in contract negotiations with employee unions will serve this position well.

IDEAL CANDIDATE

The Town of Kennebunk is seeking a skilled, approachable, and collaborative, public servant-leader with experience guiding organizations and communities through change and growth.

Candidates should be open-minded, innovative, and curious, professionals who embrace input and know how to build consensus on even contentious issues. They should be honest, trustworthy, warm, and responsive, able to build rapport with anyone. They should understand when to lead and when to follow, putting the team and the community's goals first rather than their ego.

The successful candidate will be patient and inclusive, sensitive to the fact that change can be uncomfortable for residents who are passionate about the Kennebunk they have known and loved for many years. They will have thick skin, someone able to roll with the punches in a dynamic organization.

While prior town/city manager experience is not required, candidates for this role must understand how to deal with tight budgets, work with unions, manage projects, and strategically pursue major goals. Familiarity with state and federal grant programs, public safety needs, small-town politics, economic development, and a beach-focused tourism community's seasonal fluctuations will be valuable. Additionally, they should have extensive knowledge of climate change and environment impacts on coastal communities.

Area residents care about authenticity, and the successful candidate must prioritize getting to know the town — where it has been and where it's going. Those connections to and within the community will be critical to the new Town Manager's success. Community leaders are also looking for strong communication and negotiation skills, someone who can build bridges and ease tensions amid passionate perspectives.

The ideal candidate is visionary - innovative and proactive, yet realistic, willing to challenge old practices in pursuit of the big picture. They must be able to walk the walk rather than just talk the talk, though, putting those plans into action and moving ideas forward effectively.

As the organization's leader, they should also have the skills to motivate and inspire Town staff, empowering them to find solutions and advocating for their needs. Additionally, they should be able to ensure all employees know they are valued through engagement, listening, advocating for resources, and promoting inclusion among different classes of employees. That will require a sense of humor, open-door policy, and high emotional intelligence — a leader of people who can help new hires coming into the organization to hit the ground running and instill a sense of renewed purpose among longtime employees.

EDUCATION & EXPERIENCE

This position requires a bachelor's degree in public administration, management, urban planning, business, or a related field with a master's degree preferred. Experience working in a progressively responsible position within municipal government preferred. Candidates should have at least five years of management-related experience, and experience working with commissions, boards, or committees is preferred.

Any equivalent combination of education and experience sufficient to perform the position's responsibilities may be considered.

While the successful candidate for this position will not be required to live in town, residency is strongly preferred. Close proximity will be necessary to stay engaged with the community and respond to issues as needed.

COMPENSATION & BENEFITS

The Town of Kennebunk is offering a salary range of $112,622 to $168,933 for this position, depending on qualifications and experience. The organization also boasts a comprehensive benefits package, including health, dental, vision, and life insurance; generous sick and vacation policies; paid time off; 13 paid holidays, personal days, and a floating holiday. The Town also has an active Employee Assistance Program and wellness offerings.

Kennebunk participates in MissionSquare Retirement Plans, a 401a plan with a 7.5% employee contribution and 1:1 employer match, or employees may choose a MainePERS defined benefit plan. The Town also offers a supplemental 457 plan.

APPLICATION PROCESS

Please apply online

For more information on this position, contact:

Mark McDaniel, Senior Vice President
MarkMcDaniel@GovernmentResource.com
817-773-6558

As an Equal Opportunity Employer, the Town of Kennebunk shall employ, upgrade, and promote the best qualified person(s) who are available at the salary level established for the position, without discrimination as to race, religion, age, sex, physical or mental disability, sexual orientation (including gender identity and expression), national origin or ancestry, marital status, citizenship, genetic information, protected veteran status, color, political affiliation, whistleblower activity, or any other status protected by law.

RESOURCES

Town of Kennebunk
kennebunkmaine.us

Economic Development
kennebunkmaine.us/326/Economic-Development

Comprehensive Plan
kennebunkmaine.us/414/2021-Comprehensive-Plan

Kennebunk-Kennebunkport-Arundel Chamber of Commerce
gokennebunks.com

Town of Kennebunk Social Media

Agreement for Executive Recruitment Services
for Town Manager
between

Strategic Government Resources, Inc. ("SGR")
and
Town of Gray, Maine ("Organization")

Scope of Services:

SGR shall provide all services for recruitment as described in the formal proposal submitted and described in abbreviated form as follows:

- Development recruitment plan and timeline
- Production of a professional position profile brochure
- Advertising and marketing
- Communication with prospects and applicants
- Initial screening and review of applications
- Briefing with search committee to facilitate selection of semifinalists
- Written questionnaires, customized to the position, for up to twelve (12) semifinalists
- Recorded online interviews for up to twelve (12) semifinalists
- Stage 1 Media Searches on up to twelve (12) semifinalists
- Electronic delivery of semifinalist briefing books and online interviews
- Briefing with the search committee to facilitate selection of finalist candidates
- Assistance with development of advanced exercise for finalist candidates, if desired
- Comprehensive Stage 2 Media Reports for up to five (5) finalist candidates
- Comprehensive background investigation reports on up to five (5) finalist candidates
- Comprehensive Reference Checks for up to five (5) finalist candidates
- Electronic delivery of finalist briefing books
- Assistance with interview questions and interview schedule
- Assistance with stakeholder engagement, if desired
- Assistance with negotiating terms and conditions of employment, if desired
- Up to Two (2) in-person visits by the Recruiter to the Organization.
- Periodic updates regarding the progress of the search, as frequently as desired

The Organization agrees:

- To provide photos/graphics and information necessary to develop position profile brochure
- To respond to drafts of documents and reports in a timely manner; failure to do so may extend timelines and can negatively impact the outcome of the process
- To refer all prospective applicants to SGR and shall not accept applications independently during the recruitment process

- To provide reproduction of hard copy brochure, if desired
- To provide any direct mailings desired by the Organization
- To provide legal opinions to SGR regarding when and if any information must be released in accordance with Public Information requests
- To directly reimburse finalists for travel-related expenses to interview
- That Organization is ultimately responsible for candidate selections and that Organization 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
- To comply with the Fair Credit Reporting Act (FCRA) with regard to any pre- or post-adverse action notices and requirements if the Organization decides not to hire a candidate as a result of their credit history report

SGR shall be compensated by the Organization as detailed below:

Not-to-Exceed Price = $26,900*

** Ad placement costs are not included in the Not-to-Exceed Price. These costs are estimated to be between $1,750 and $2,500 and shall be added to the total cost of services upon approval from the organization.*

Not-to-exceed price includes:

- **Professional Service Fee - $20,500**
- **Expenses** (will appear on invoices until not-to-exceed price is reached):
    - **Position Profile Brochure & Marketing - $1,500**
        - Production of a professional position profile brochure
        - Custom-designed graphics for social media and email marketing
        - An announcement in SGR's 10 in 10 Leadership and Innovation e-newsletter
        - Two (2) email blasts to SGR's opt-in Job Alert subscribers for the relevant job category
        - Job placement on SGR's website
        - Ad placement on SGR's job board
        - Promotions on SGR's social media pages – Facebook, Twitter, LinkedIn, and Instagram
    - **Semifinalist Recorded Online interviews** for up to twelve (12) semifinalists - **$225 each**
    - **Comprehensive Media Reports** for up to five (5) finalists - **$500 each**
    - **Comprehensive Background Investigation Reports** for up to five (5) finalists - **$400 each**
    - **Comprehensive Reference Checks** with individual reports for up to five (5) finalists - **$225 each**
    - **Up to two (2) multi-day onsite visits** by one Recruiter to the Organization, for up to 2 and 1/2 days per visit. Meals are billed back at a per diem rate of $15 for breakfast, $20 for lunch, and $30 for dinner. Mileage will be reimbursed at the current IRS rate. All other travel-related expenses are billed back at actual cost, with no markup for overhead.

Reimbursable Expenses

- **Ad placements, as approved by the Organization, will be billed back at actual cost with no markup for overhead.**

Supplemental Services (<u>not</u> included in the not-to-exceed price above):

- SGR will conduct a Stakeholder Survey for $1,000. SGR will provide recommended survey questions within three (3) business days of project initiation. SGR will set up an online survey within one (1) business day after Organization has reviewed and approved the survey questions. Stakeholders can be directed to a web page or invited to take the survey by email. SGR and Organization will agree to the open survey time period, typically ten (10) to thirty (30) days. Organization shall be responsible for marketing and promoting the survey to stakeholders. A written summary of results is provided to Organization within three (3) business days of survey close date. Survey is not validated statistically.
- Additional online interviews (over and above the twelve (12) included in the not-to-exceed price above) are offered for $225 per candidate.
- Additional comprehensive media reports (over and above the five (5) included in the not-to-exceed price above) are offered for $500 per candidate.
- Additional background investigation reports (over and above the five (5) included in the not-to-exceed price above) are offered for $400 per candidate.
- Additional reference checks (over and above the five (5) included in the not-to-exceed price above) are offered for $225 per candidate.
- There is a cost of $175 per candidate for the DiSC Management Profile.
- Semifinalist and finalist briefing materials will be provided to the search committee via an electronic link. Should the organization request printing of those materials, the reproduction and shipping of briefing materials will be outsourced and be billed back at actual cost.
- Additional onsite visits (over and above the two (2) onsite visits included in the not-to-exceed price above) by one Recruiter will be billed over and above the not-to-exceed price. Travel and onsite time will be billed at a professional fee (per recruiter) of $1,000 per half-day and $1,500 per full day. Meals are billed back at a per diem rate of $15 for breakfast, $20 for lunch, and $30 for dinner. Mileage will be reimbursed at the current IRS rate. All other travel-related expenses are billed back at actual cost, with no markup for overhead.
- Candidates will be reimbursed directly by the Organization for travel expenses.
- If the Organization desires any supplemental services not mentioned in this section, an estimate of the cost and hours to be committed will be provided at that time, and no work shall be done without approval.

Billing:

The professional service fee for the recruitment is billed in three equal installments during the course of the recruitment. The initial installment is billed after the position profile brochure has been created. The second installment is billed after semifinalists are selected. The final installment is billed at the conclusion of the recruitment. Expenses and supplemental services will be billed with each of the three installments, as appropriate. Balances that are unpaid after the payment deadline are subject to a fee of 5% per month or the maximum lawful rate, whichever is less, on the owed amount every month, charged monthly until the balance is paid.

Organization Contact for Invoicing:

Name: _____

Position: _____

Email: _____

Phone: _____

Service Guarantee:

SGR guarantees that you will be satisfied with the results of the full service recruitment process, or we will repeat the entire process one additional time and charge only for expenses. Additionally, if you select a candidate (that SGR has fully vetted) who resigns or is released within 12 months of their hire date, SGR will repeat the process one additional time and charge only for expenses. If the organization circumvents SGR's recruitment process and selects a candidate who did not participate in the full recruitment process, the service guarantee is null and void. We also guarantee that we will not directly solicit a candidate we bring to you for another job.

Expenses in the event of a repeat search shall include:

- Position Profile Brochure Edits, Custom Graphics, and SGR Marketing - $750
- Ad placements, as approved by the organization, will be billed back at actual cost with no markup for overhead.
- Online interviews - $225 per candidate.
- Comprehensive media reports - $500 per candidate.
- Background investigation reports - $400 per candidate.
- Reference checks - $225 per candidate.
- DiSC Management Profile - $175 per candidate
- Should the organization request printing of semifinalist or finalist briefing materials, the reproduction and shipping of briefing materials will be outsourced and be billed back at actual cost.
- Recruiter travel. Meals are billed back at a per diem rate of $15 for breakfast, $20 for lunch, and $30 for dinner. Mileage will be reimbursed at the current IRS rate. All other travel-related expenses are billed back at actual cost, with no markup for overhead.
- Candidates are reimbursed directly by the organization for travel expenses.
- Stakeholder Survey - $1,000
- If the Organization desires any supplemental services not mentioned in this section, an estimate of the cost and hours to be committed will be provided at that time, and no work shall be done without approval.

Terms and Conditions:

- The Organization reserves the right to terminate this agreement at any time upon giving SGR seven days advanced written notice to SGR, Attn: Melissa Valentine, PO Box 1642, Keller, TX 76244 or by email to MelissaValentine@GovernmentResource.com. In such an event, SGR will be compensated for all work satisfactorily completed up to and through the date of termination.
- The Organization acknowledges that the nature of executive recruitment is such that SGR engages in discussions with prospects throughout the process who may or may not ultimately become a candidate, and that SGR is utilizing its proprietary network of relationships to identify and engage prospective candidates, and that premature release of such proprietary information, including names of prospective candidates who SGR may be having conversations with as part of the recruitment process, may be damaging to the prospects and SGR. Accordingly, the Organization acknowledges and, to the extent provided by law, agrees that all information related to this search is proprietary, and remains the property of and under the exclusive control of SGR, regardless of whether such information has been shared with the Organization or not, including all decisions regarding release of information, until such time that a finalist is named. At the time finalists are determined, all information related to the finalists shall become the property of the Organization and all decisions regarding public disclosure shall be determined by the Organization, except that psychometric assessments, questionnaires, and any information produced by SGR is proprietary and shall not become the property of the Organization or subject to disclosure. If the Organization receives an open records request, the Organization shall notify and share the request with SGR in writing as soon as possible but within no more than three (3) business days of receipt. The Organization shall provide sufficient time for SGR to notify and provide advance notice to the impacted individuals prior to the Organization releasing the required information with protected information redacted.

Approved and Agreed to, this the _____ day of _____, 2023 by and between

_____

Jeri J. Peters, President of Executive Recruitment
Strategic Government Resources

_____

Town of Gray, Maine

Printed Name: _____

Title: _____

Jonathan Hartt

From: Jonathan Hartt
Sent: Wednesday, August 30, 2023 4:50 PM
To: Town Council
Cc: Nathaniel Rudy
Subject: FW: Workplace Violence Policy

Dear Councilors,

After the FY24 budget meetings are complete (and perhaps as soon as your 9/19/2023 meeting), I would like to submit for your consideration additional policy language like the example below. If you have any questions about this, please let me know.

Thanks,
Jon

Jonathan Hartt, SHRM-CP
Human Resources Director
Town of Gray
24 Main Street, Gray, ME 04039
(207) 657-3339 x102
www.graymaine.org

From: Jonathan Hartt
Sent: Tuesday, August 29, 2023 12:10 PM
To: Department Heads <departmentheads@graymaine.org>
Subject: Workplace Violence Policy

Dear Department Heads,

Staff safety and security is important to the Town, as reflected on Staff Training Day and in the Threat Response Training led by Assistant Chief Holmquist for Town Hall frontline staff last November. Chief Holmquist's training covered the difference between threat, crisis, and confrontation; as well as de-escalation approaches and what to do if de-escalation does not work.

To reflect new protections for elections workers (see note below) and to provide guidance for Town staff generally, this fall I plan to recommend the addition of a Workplace Violence section for the Town's Personnel Policy:

> *The Town prohibits employees from engaging in violence or the threat of violence in the workplace. Further, Town will not tolerate violence or the threat of violence directed toward its employees and anyone who conducts business with the Town on Town property. The Town aims to maintain a safe work environment free from intimidation, threats, physical attacks, harassment, domestic violence, property crimes, or any other violent attacks. This includes, but is not limited to, intimidating, threatening or*

hostile behaviors, physical abuse, vandalism, use of weapons, or any other act which the Town finds to be inappropriate to the workplace. Violence or threatening behavior should be reported to a respective Department Head, Human Resources, and/or the Town Manager. Acts that are or may be illegal (including physical attacks, theft, vandalism, stalking) should also be reported to the Sheriff's Office.

If you have any thoughts or questions about this, please let me know.

Thanks,
Jon

p.s. Last year the state of Maine created new protections for election workers. Here is MMA's legal note: "Maine law now makes it a crime to intentionally interfere by force, violence, intimidation, or any physical act with any public official performing an official function relating to a federal, state, or municipal election. See PL 2021, c. 568 (eff. 8/8/22). Violation of the law is a Class D crime punishable by up to 364 days incarceration and up to a $2,000 fine."

Jonathan Hartt, SHRM-CP
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