May 2, 2016

Rapid City Common Council
300 Sixth Street
Rapid City, SD 57701

Re: Public Works and Planning Director Search

Dear Council Members:

As you know, we have department director openings within the Public Works Department and the Community Planning Department. I intentionally delayed the selection process for public works to give them time to complete a self-evaluation process through the Association of Public Works Directors, a national organization. The resulting report from that process will become available shortly and I am satisfied that now is the time to initiate the search for both director positions.

Considering the experiences with past director searches for these departments, I believe it is necessary to initiate a nationwide search. I have evaluated our local resources and our ability to reach a sufficient candidate pool. All things considered, I believe it is necessary to hire a recruitment firm, (also known as a headhunter) to find the candidates we need for these important positions.

We sought proposals from three recruitment firms and have chosen Waters and Company to provide this service. Their capabilities combined with examples of past work make them the clear choice to work with Rapid City. The scope of services from this company is impressive and I believe they will be a great investment.

The cost for this recruitment effort is $22,050 per position. The funding source for this fee will be the unused wage and benefits of the absent directors. I am attaching a copy of each contract which explains the list of services in greater detail.
I am requesting council authorization to allow the mayor and finance officer to sign a contract with Waters and Company for the recruitment of the public works director and community planning director candidates.

In addition to this request, I would like input from you regarding the type of director we should be seeking, any substantial changes you believe should be made to the departments or any other items related to the selection. I will be communicating with you more in the future regarding the selection process.

Thank you.

Sincerely,

[Signature]

Steve Allender
Mayor of Rapid City
AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES (Agreement) is made as of the _____ day of ________, 2016, by and between the City of Rapid City, a municipal corporation and political subdivision of the State of South Dakota, located at 300 Sixth Street, Rapid City, South Dakota 57701 (Client), and Springsted Waters Incorporated, d/b/a Waters & Company/A Springsted Company (W&C), with a principal place of business located at 380 Jackson Street #300, St. Paul, Minnesota 55101.

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

NOW THEREFORE, the parties hereto agree as follows:

SCOPE OF PROFESSIONAL SERVICES

W&C will provide professional services in the area of an executive recruitment for the position of Director of Public Works. This Agreement includes W&C’s commitment to provide all elements of the recruitment process, services, and conditions described in our proposal dated March 15, 2016, and attached as Exhibit A.

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| Phase I | **Task 1** – Candidate Profile Development/Advertising/Marketing (includes one day on site by Project Team Leader).
          **Task 2** – Identify Quality Candidates. |
| Phase II | **Task 3** – Screening of Applications and Submission of Recommended Semi-Finalists to Client. (includes one day onsite by Project Team Leader)
           **Task 4** – Reference Checks, Background Checks, and Academic Verifications. |
| Phase III | **Task 5** – Final Process/On-Site Interviews with Finalists (includes a possible two days on site by Project Team Leader). |
| Conclusion | Acceptance of offer by candidate. |

TERM

This Agreement shall be effective as of the Effective Date and shall remain in effect for the period necessary for successful completion of the project. This Agreement may be terminated upon thirty (30) days prior written notice to W&C. If the Client terminates, W&C is entitled to any portion of its fee so earned.
ALL-INCLUSIVE PROFESSIONAL FEE

1. The all-inclusive professional fee to conduct the recruitment is not to exceed Twenty-Two Thousand Fifty Dollars and Zero Cents ($22,050.00) and includes the cost of professional services by the Project Team Leader and the project support staff, and all project-related expenses such as advertising, printing, candidate background and reference checks, and travel expenses for on-site visits by the Project Team Leader. Travel expenses incurred by candidates for on-site interviews with the Client are not the responsibility of W&C and are handled directly by the client organization. The Client will make payments for the project within forty-five (45) days of receipt of an invoice submitted by W&C. All invoices will be forwarded to the Client for processing unless otherwise directed. For reporting purposes, W&C’s tax identification number is 47-1064404.

2. The all-inclusive professional fee will be billed in four installments: 30% of the fee will be billed at the beginning of the recruitment; 30% at the implementation of Phase I; 30% at the implementation of Phase II; and the final 10% upon acceptance of offer by the candidate.

3. Additional work related to the recruitment process and as specifically requested by the Client which is outside the scope of this project (i.e. additional on-site visits) will include an additional fee. The fixed professional fee for this recruitment anticipates no more than three on-site visits which include four consulting days with one consultant. Additional on-site consulting visits will be billed at W&C’s standard daily rate of $1,700.00 plus expenses. Consistent with the “Optional Services for Consideration” section found on page 8 of Exhibit A, additional search services that do not include an on-site visit will be billed at the rate of $220.00 per hour plus expenses.

ADDITIONAL PLACEMENTS

If candidates from this recruitment process are selected for another position by the Client, within one year of the close of the recruitment, a fee of 50% of the fee under this Agreement, or Eleven Thousand Twenty-Five Dollars and Zero Cents ($11,025.00), will be due to W&C.

TRIPLE GUARANTEE

1. W&C commits to remain with the recruitment assignment until the Client has made an appointment for the fee and tasks quoted in the proposal. If the Client is unable to make a selection from the initial group of finalists, W&C will work to identify a supplemental group until the Client finds a candidate to hire.

2. The Client's executive recruitment is guaranteed for 24 months against termination or resignation. Within the first two years following the date of hire, the replacement recruitment will be repeated with no
additional professional fee, but only for project-related expenses. Candidates appointed from within the Client’s organization do not qualify for this guarantee. This guarantee is subject to further limitations and restrictions of the Client’s state laws.

3. W&C will not solicit any candidates selected under this contract for any other position while the candidate is employed with the Client’s organization.

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**DEVOTION OF TIME**

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

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**NOTICE**

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

If to Client:

City of Rapid City
Attn: Finance Officer
500 Sixth Street
Rapid City, SD 57701

If to W&C:

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

---

**ENTIRE AGREEMENT**

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

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**AMENDMENT**

This Agreement may be amended only by the mutual written agreement of the parties and such written amendment shall become incorporated into this Agreement once executed by the City and W&C.

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**LEGAL CONSTRUCTION**

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

WAIVER

The failure by one party to require performance of any provision herein shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

ASSIGNMENT

W&C shall not delegate or assign either in whole in or part any of its rights and obligations under this Agreement without first obtaining the written authority of the Client.

COUNTERPARTS

This Agreement may be executed in counterparts; each such counterpart shall be deemed an original and when taken together with other signed counterparts, shall constitute one Agreement.

CONTROLLING LAW AND VENUE

All disputes regarding the construction, interpretation and the parties' rights and obligations under this Agreement will be governed by the laws of the State of South Dakota, without regard to any conflicts of law provisions. The parties agree to submit to the exclusive venue and jurisdiction of the State of South Dakota, in Circuit Court, Rapid City, Pennington County, South Dakota.

HEADINGS

The headings of the different paragraphs of this Agreement are inserted for convenience only and are not to control or affect the meaning, construction or effect of each provision.
Executed on the day and the year first written in this Agreement.

RAPID CITY, SOUTH DAKOTA

By: ________________________________
Name: Steve Allender
Title: Mayor

ATTEST:

______________________________
Finance Officer

(S/EL.)
Executed on the day and the year first written in this Agreement.

WATERS & COMPANY/A SPRINGSTEED COMPANY

By: __________________________
Name: Alex Davis
Title: Senior Vice President
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Attn: Finance Officer  
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Attention: Managing Principal

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

RAPID CITY, SOUTH DAKOTA

By: ____________________________
Name: Steve Allender
Title: Mayor

ATTEST:

______________________________
Finance Officer

(SEAL)
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WATERS & COMPANY/A SPRINGSTED COMPANY

By: _____________________________
Name: Art Davis
Title: Senior Vice President

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