

SELECTMEN'S MEETING
Monday, June 4, 2018
Town Office Building, 1625 Massachusetts Avenue, Selectmen's Meeting Room
9:00 AM

AGENDA

ITEMS FOR INDIVIDUAL CONSIDERATION

1. Interview Executive Recruiting Firms for the Town Manager Search 9:00 a.m.
9:00 a.m.-9:45 a.m. Collins Center for Public Management-UMASS Boston
- Richard Kobayashi

10:00 a.m.-10:45 a.m. GovHRUSA
- Lee Szymborski

11:00 a.m.-11:30 a.m. Break

11:30 a.m.-12:15 p.m. Community Paradigm Associates, LLC
- Bernard Lynch & Sharon Flaherty

12:30 p.m.-1:15 p.m. Municipal Resources Inc.
- Alan Gould, Bob Mercier & Buzz Stapczynski
2. Select Executive Recruiting Firm for the Town Manager Search (30 min.) 1:15 p.m.
 - Deliberate and Select Executive Recruiting Firm
 - Authorize Chair to Negotiate and Sign Contract Agreement
3. Approve Charge for Town Manager Screening Committee (5 min.) 1:45 p.m.
4. Appoint Members to Town Manager Screening Committee (5 min.) 1:50 p.m.

ADJOURN

1. Anticipated Adjournment 1:55 p.m.

A Board of Selectmen Community Meeting regarding the Center Streetscape Project will be held on Monday, June 11, 2018 at 7:00 p.m. in the Battin Hall, Cary Memorial Building, 1605 Massachusetts Avenue.

The next regularly scheduled meeting of the Board of Selectmen is scheduled for Wednesday, June 13, 2018 at 7:00 p.m. in the Selectmen's Meeting Room, Town Office Building, 1625 Massachusetts Avenue.

Hearing Assistance Devices Available on Request

All agenda time and the order of items are approximate and subject to change.



AGENDA ITEM SUMMARY

LEXINGTON BOARD OF SELECTMEN MEETING

AGENDA ITEM TITLE:

Interview Executive Recruiting Firms for the Town Manager Search

PRESENTER:

Suzanne Barry, Chair

ITEM NUMBER:

I.1

SUMMARY:

Interview Executive Recruiting Firms for the Town Manager Search.

SUGGESTED MOTION:

NA

FOLLOW-UP:

NA

DATE AND APPROXIMATE TIME ON AGENDA:

6/4/2018

9:00 a.m.

ATTACHMENTS:

Description

Type

AGENDA ITEM SUMMARY

LEXINGTON BOARD OF SELECTMEN MEETING

AGENDA ITEM TITLE:

Select Executive Recruiting Firm for the Town Manager Search (30 min.)

PRESENTER:

Board Discussion

ITEM NUMBER:

I.2

SUMMARY:

A vote is requested for this agenda item.

The Board will deliberate and vote on its preferred consultant for the Town Manager recruitment.

SUGGESTED MOTION:

Move to award the contract for executive search consulting services for the Town Manager's position to _____ and authorize the Chairman of the Board of Selectmen to negotiate the final terms of the contract and sign the contract on the Board's behalf.

FOLLOW-UP:

The Assistant Town Manager for Finance will assist the Chairman in finalizing the contract.

DATE AND APPROXIMATE TIME ON AGENDA:

6/4/2018

1:15 p.m.

ATTACHMENTS:

Description	Type
 Draft Contract	Backup Material

TOWN OF LEXINGTON



MASSACHUSETTS 02420

1625 MASSACHUSETTS AVENUE

CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made this _____ **2018** by and between the TOWN of LEXINGTON, a municipal corporation duly organized under the laws of Massachusetts and having a usual place of business at 1625 Massachusetts Ave, Lexington, MA 02420, Massachusetts, hereinafter referred to as the "TOWN", and _____ a [Massachusetts corporation] having a usual place of business at _____, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

Whereas, the TOWN invited the submission of proposals for the purchase and delivery of Executive Search Consulting Services, hereinafter "the Project"; and

WHEREAS, the CONTRACTOR submitted a Proposal to perform the work required to complete the Project, and the TOWN has decided to award the contract therefor to the CONTRACTOR.

NOW, THEREFORE, the TOWN and the CONTRACTOR agree as follows:

1. Contract Documents. The Contract Documents consist of this Agreement, the Request for Qualifications with Addendum dated May 22, 2018 and the CONTRACTOR's Proposal. The Contract Documents constitute the entire Agreement between the parties concerning the work, and all are as fully a part of this Agreement as if attached hereto.
2. The Work. The Work consists of the assisting the Board of Selectmen and the Board's Screening Committee in recruiting and interviewing candidates for the position of Lexington Town Manager.
3. Term of Contract. This Agreement shall be in effect from June xx, 2018 and shall expire upon the completion of the agreed scope of work or June 30, 2019, whichever is earlier, unless terminated earlier pursuant to the terms hereof or extended per the terms below:

SCOPE OF WORK

- The services would include the following elements.

Phase I:

1. Meet with the Board of Selectmen and Screening Committee as frequently and for such time as may be necessary to carry out his or her work;
2. Prepare, in consultation with and approval by the Board of Selectmen, a plan for the search, recruitment and selection of a qualified candidate for the position of Town Manager;
3. Assist in establishing a profile of the desired candidate, reflecting the qualities and attributes the Board of Selectmen believes the Town Manager should possess. The Board of Selectmen believes that the successful candidate will comply with the Code of Ethics of the ICMA or Massachusetts Municipal Management Association;
4. Create a profile for the Town of Lexington that encompasses the uniqueness of the community, demographics, economic stability, strong sense of volunteerism, and form of government;
5. Review the Board of Selectmen-Town Manager Act (Attachment 1);
6. Develop a plan to advertise the position and prepare advertisements for publication, including utilizing the consultant's network of local government professionals to recruit qualified individuals that match the established candidate profile of this position;
7. Oversee and guide community listening and discussion sessions with Town Boards and Committees, Town employees, citizens and other community stakeholders, as outlined in the timeline, to help inform the Board of Selectmen and Screening Committee on the qualities, strengths, and characteristics of candidates they envision for the Town Manager;
8. Prepare a recruitment report of potential candidates from the submitted applications with possible recommendations of candidates for review;

Phase 2:

8A. Directly receive all applications/resumes.

9. Assist the Screening Committee in reviewing applications;
10. Assist the Screening Committee in vetting and interviewing candidates, including development of questions, essays, and scenarios;
11. Assist the Board of Selectmen, collectively and individually, in preparing for interviews in executive session and in open session under the Massachusetts Open Meeting law;

12. Conduct a full reference check of the finalists prior to any interview by the Board of Selectmen;
13. Organize and moderate a public “meet and greet” session for the finalists;
14. Assist in negotiating and drafting of employment agreement and terms and conditions with the finalist, up to and including acceptance of an Employment Agreement by the selected candidate;
- 15. Make every effort to successfully complete the requirements of this Contract within 12 weeks from the date of the signed contract;
- 16. Conduct other related tasks as may be requested by the Board of Selectmen.

4. BUDGET and OTHER PROVISION OF THIS AGREEMENT

Compensation. The TOWN shall pay, as full compensation for items and/or services furnished and delivered in carrying out this Agreement. Price **\$xx,xxx**.

Additional services will be billed at:

- Additional meetings: **\$xx per hour** including prep hours;
- Additional services requested and approved by the Board of Selectmen: **\$ per hour.**

Payment of Compensation. The TOWN shall make payments within thirty (30) days after its receipt of Invoice. Payments will be made after completion of Phase 1 and Phase 2 as noted in the Scope of Services above.

Liability of the TOWN. The TOWN’s liability hereunder shall be to make all payments when they shall become due, and the TOWN shall be under no further obligation or liability. Nothing in this Agreement shall be construed to render the TOWN or any elected or appointed official or employee of the TOWN, or their successors in office, personally liable for any obligation under this Agreement.

Independent CONTRACTOR. The CONTRACTOR acknowledges and agrees that it is acting as an independent CONTRACTOR for all work and services rendered pursuant to this Agreement, and shall not be considered an employee or agent of the TOWN for any purpose.

Indemnification. The CONTRACTOR shall indemnify, defend, and hold the TOWN harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney’s fees, arising out of the CONTRACTOR's breach of this Agreement or the negligence or misconduct of the CONTRACTOR, or the CONTRACTOR's agents or employees.

5. Insurance.

A. The CONTRACTOR shall obtain and maintain during the term of this Agreement the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts, and acceptable to the TOWN.

B. All policies shall identify the TOWN as an additional insured (except Workers' Compensation) and shall provide that the TOWN shall receive written notification at least 30 days prior to the effective date of any amendment or cancellation.

Certificates evidencing all such coverages shall be provided to the TOWN upon the execution of this Agreement. Each such certificate shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. Failure to provide or to continue in force such insurance shall be deemed a material breach of this Agreement and shall be grounds for immediate termination.

6. Assignment. The CONTRACTOR shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the TOWN, and shall not assign any of the moneys payable under this Agreement, except by and with the written consent of the TOWN.

7. Termination.

A. Termination for Cause. If at any time during the term of this Agreement the TOWN determines that the CONTRACTOR has breached the terms of this Agreement by negligently or incompetently performing the work, or any part thereof, or by failing to perform the work in a timely fashion, or by failing to perform the work to the satisfaction of the TOWN, or by not complying with the direction of the TOWN or its agents, or by otherwise failing to perform this Agreement in accordance with all of its terms and provisions, the TOWN shall notify the CONTRACTOR in writing stating therein the nature of the alleged breach and directing the CONTRACTOR to cure such breach within ten (10) days. The CONTRACTOR specifically agrees that it shall indemnify and hold the TOWN harmless from any loss, damage, cost, charge, expense or claim arising out of or resulting from such breach regardless of its knowledge or authorization of the actions resulting in the breach. If the CONTRACTOR fails to cure said breach within ten (10) days, the TOWN may, at its election at any time after the expiration of said ten (10) days, terminate this Agreement by giving written notice thereof to the CONTRACTOR specifying the effective date of the termination. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon the date specified in said notice, this Agreement shall terminate. Such termination shall not prejudice or waive any rights or action which the TOWN may have against the CONTRACTOR up to the date of such termination, and the CONTRACTOR shall be liable to the TOWN for any amount which it may be required to pay in excess of the compensation provided herein in order to complete the work specified herein in a timely manner. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN.

B. Termination for Convenience. The TOWN may terminate this Agreement at any time for convenience by providing the CONTRACTOR written notice specifying therein the termination date which shall not be sooner than ten days from the issuance of said notice. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN, such payment not to exceed the fair value of the services provided hereunder.

8. Inspection and Reports. The TOWN shall have the right at any time to inspect the work of the CONTRACTOR, including the right to enter upon any property owned or occupied by CONTRACTOR, whether situated within or beyond the limits of the TOWN. Whenever requested, CONTRACTOR shall immediately furnish to the TOWN full and complete written reports of his operation under this Contract in such detail and with such information as the TOWN may request.
9. Successor and Assigns. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the TOWN nor the CONTRACTOR shall assign or transfer any interest in the Agreement without the written consent of the other.
10. Compliance with Laws. The CONTRACTOR shall comply with all Federal, State and local laws, rules, regulations and orders applicable to the work provided pursuant to this Agreement, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work.
11. Notice. Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.
12. Severability. If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
13. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the CONTRACTOR submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

14. Entire Agreement. This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

**I certify that an appropriation
is available in the amount of this
Contract.**

COMPTROLLER

Account number

Approved as to Form:

Purchasing Director

TOWN OF LEXINGTON, MA

By its: Chairman, Board of Selectmen

Suzanne E. Barry

By its: Town Manager

CONTRACTOR:

(Signature)

(Name and Title)

AGENDA ITEM SUMMARY

LEXINGTON BOARD OF SELECTMEN MEETING

AGENDA ITEM TITLE:

Approve Charge for Town Manager Screening Committee (5 min.)

PRESENTER:

Suzie Barry, Chairman

ITEM NUMBER:

I.3

SUMMARY:

A vote is requested for this agenda item.

A draft charge for the Town Manager Search Screening Committee will be presented for review and comment.

SUGGESTED MOTION:

Move to approve charge (as amended) for the Town Manager Search Screening Committee.

FOLLOW-UP:

Selectmen's

DATE AND APPROXIMATE TIME ON AGENDA:

6/4/2018

1:45 p.m.

ATTACHMENTS:

Description	Type
❑ Draft - Town Manager Search Screening Committee Charge	Backup Material

Town Manager Search Screening Committee Charge

Authority	The Town Manager Search Screening Committee is an ad hoc committee appointed by the Board of Selectmen.
Membership	<p>The Town Manager Search Screening Committee will have eleven (11) members composed as follows:</p> <ul style="list-style-type: none">• 2 Selectmen• 1 Former Selectmen• 1 Diversity Advisory Task Force Representative• 1 School Committee Member• 1 Planning Board Member• 1 Economic Development Advisory Committee Member• 1 Former Town Senior Manager• 1 Business Representative• 2 Town Meeting/Community Representatives
Liaisons	The Town Manager Search Screening Committee will have one liaison from each the Appropriation Committee and Capital Expenditures Committee.
Purpose	<p>The purpose of the Committee will be to recommend to the Board of Selectmen finalists for appointment as Lexington's next Town Manager.</p> <p>Consistent with State law, the meetings and deliberations of the Committee shall be subject to the Open Meeting law, but the names of applicants and candidates interviewed by the Committee shall not be made public and Screening Committee interviews shall be in Executive Session under Exemption 8.</p>
Responsibilities	<p>The Committee's responsibilities shall be to:</p> <ol style="list-style-type: none">1. Work with the executive search consultant in reviewing community input and feedback regarding the traits and management style desired for the next Town Manager.2. Review the Board of Selectmen-Town Manager Act3. Review with the consultant the selection criteria for evaluating the candidates.4. Oversee and guide community listening and discussion sessions with Town Boards and Committees, Town employees, citizens and other community stakeholders, as outlined in the timeline, to help inform the Board of Selectmen on the qualities, strengths, and characteristics of candidates they envision for the Town Manager5. Review those candidate's resumes and application materials recommended for interview by the consultant and evaluate this

information based upon the established selection criteria.

6. Work with the consultant to develop interview questions for the Screening Committee interviews.
7. Conduct interviews of the recommended candidates in executive session.
8. Review background and references as appropriate.
9. Recommend a minimum of three candidates, unless a fewer number is agreed to by the Board of Selectmen finalists to the Board of Selectmen, who best match the selection criteria, working with the Consultant to provide the key attributes each candidate.
10. Assist the Board of Selectmen, collectively and individually, in preparing for interviews in executive session and in open session under the Massachusetts Open Meeting law;

Deliverable

It is expected that Committee shall begin its work by mid-June and shall submit its list of recommended finalists to the Selectmen by August 10, 2018, unless another date is agreed to by the Board of Selectmen.

Reference:

Charge adopted by the Board of Selectmen on June 4, 2018.

Selectmen designated Committee Members as Special Municipal Employees: on June 4, 2018

AGENDA ITEM SUMMARY

LEXINGTON BOARD OF SELECTMEN MEETING

AGENDA ITEM TITLE:

Appoint Members to Town Manager Screening Committee (5 min.)

PRESENTER:

Suzanne Barry, Chair

ITEM NUMBER:

I.4

SUMMARY:

The Board is being asked to appoint the following as Members to the Town Manager Search Screening Committee and designate them as Special Town employees:

Jill Hai	Current Selectmen
Doug Lucente	Current Selectmen
Peter Kelley	Former Selectman
Melanie Thompson	Diversity Advisory Task Force
Kate Colburn	School Committee Member
Robert Creech	Planning Board Member
Rick DeAngelis	Economic Development Advisory Committee Member
Linda Vine	Former Town Senior Manager
Thomas J. Colatosti	Business Representative
Vineeta Kumar	Town Meeting/Community Representative
Melanie Lin	Town Meeting/Community Representative

The Appropriation Committee designated Eric Michelson as Liaison to the Town Manager Search Screening Committee.

The Capital Expenditures Committee designated Charles Lamb as Liaison to the Town Manager Search Screening Committee.

SUGGESTED MOTION:

Move to approve the following as Members to the Town Manager Search Screening Committee; and further, designate them as Special Town employees:

Jill Hai	Current Selectmen
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Doug Lucente	Current Selectmen
Peter Kelley	Former Selectman
Melanie Thompson	Diversity Advisory Task Force
Kate Colburn	School Committee Member
Robert Creech	Planning Board Member
Rick DeAngelis	Economic Development Advisory Committee Member
Linda Vine	Former Town Senior Manager
Thomas J. Colatosti	Business Representative
Vineeta Kumar	Town Meeting/Community Representative
Melanie Lin	Town Meeting/Community Representative

and further, to accept the Appropriation Committee designation of Eric Michelson as Liaison to the Town Manager Search Screening Committee.

and further, to accept the Capital Expenditures Committee designation of Charles Lamb as Liaison to the Town Manager Search Screening Committee.

FOLLOW-UP:

Selectmen's Office

DATE AND APPROXIMATE TIME ON AGENDA:

6/4/2018

1:50 p.m.