



**PROFESSIONAL SERVICE AGREEMENT**  
**Town of Natick**  
**Town Administration Search Consulting Services**

This Professional Service Agreement ("Agreement") is made as of this \_\_\_\_ day February, 2021 ("Effective Date") between the Town of Natick, MA, ("Town"), having an address of 13 East Central Street, Natick, MA 01760, and the University of Massachusetts ("UMass Boston"), represented by its Edward J. Collins, Jr. Center for Public Management ("Center"), having an address of 100 Morrissey Blvd, Boston, MA 02125-3393 ("the Parties").

The Center has technical expertise, resources, and capacity available to it, and the Town wishes to engage the Center to provide the Town with technical services. UMass Boston has determined that the proposed services to be provided are consistent with its research, economic development, educational, and public service missions.

Therefore, the Parties hereto mutually agree as follows:

1. Professional Services. The Center agrees to provide the professional services described in Exhibit A, which is attached hereto and incorporated herein by reference ("Services"). Trained personnel or sub-consultants of the Center shall render the Professional Services.
2. Term. The Center will use reasonable efforts to provide the Professional Services during the period from the date of this Agreement until December 31, 2021. Unless the parties agree to extend the term in writing, this Agreement shall expire at the end of the term or upon the completion of the Professional Services, whichever shall first occur.
3. Confidentiality/Privacy. The Center shall comply with all applicable state and federal laws and regulations relating to confidentiality and privacy. Notwithstanding the foregoing, the Center as part of the University of Massachusetts, is subject to the provisions of the Massachusetts Public Records Law.
4. Payments. The Town agrees to pay to UMass Boston an all-inclusive fee of \$12,000 for these services. This cost shall include all Center staff time and overhead. The Center will invoice the Town as follows:
  - \$6,000 when Task 1 is complete (Profile).
  - \$6,000 when Task 6 is complete. (Guidance on Final Interviews)

The Town agrees to make payments upon receipt of invoices, and in accordance with the regular processing of requests for payment. The Center reserves the right to discontinue work if the Town fails to pay invoices within thirty (30) days of receipt. Payments shall be made to "University of Massachusetts Boston" and shall be sent to:

Edward J. Collins Jr. Center for Public Management  
University of Massachusetts Boston  
100 Morrissey Blvd.  
Boston, MA 02125-3393  
**Attn: Robert O'Keefe**

5. Warranty Disclaimer. The Center shall perform the Services in a professional and workmanlike manner. The Center shall endeavor to perform the Services within the schedule set forth herein but is not liable for failure to meet the schedule. The foregoing warranties are in lieu of all other warranties, express, implied or statutory, including without limitation any implied or express warranties of merchantability, fitness for a particular purpose, or non-infringement of a patent or other intellectual property right.

6. Limitation of Liability. In no event shall UMass Boston be liable for any loss of profits, loss of use, loss of data, cost of cover, indirect, special, exemplary, punitive, incidental or consequential damages of any kind in connection with or arising out of this Agreement or the Services, even if UMass Boston has been advised of the possibility of those damages.

Notwithstanding the foregoing, in no event shall its liability arising out of this Agreement or relating to the Services exceed the amounts actually paid.

UMass Boston, as an agency of the Commonwealth, does not have the authority to and shall not indemnify any entity. UMass Boston agrees to pay subject to the Massachusetts Tort Claims Act, M.G.L. c. 258, for any loss, liability or expense, which arises out of or relates to UMass Boston's negligent acts or omissions with respect to its obligations hereunder, where a final determination of liability on the part of UMass Boston is established by a court of law or where settlement has been agreed to by UMass Boston. This provision shall not be construed to limit UMass Boston's rights, claims or defenses which arise as a matter of law or pursuant to any other provision of this Agreement. This provision shall not be construed to limit any assertion of sovereign immunity by UMass Boston.

7. Use of Names. The Town agrees that it will not utilize the name or seal of UMass Boston in any advertising promotional material or publicity, without the express written consent of UMass Boston. Reciprocally, UMass Boston will not utilize the name or corporate seal of the Town in any advertising promotional material or publicity, without the express written consent of the Town.

8. Termination and Default. (a) This Agreement may be terminated by either of the Parties upon thirty (30) days written notice of termination to the other, for the convenience of the terminating party.

(b) If either of the Parties defaults in the performance of any of its material obligations under this Agreement, then the non-defaulting party may give written notice of the default to the defaulting party. Notice shall be provided by tracked mail to the addresses set forth above. Unless the default is corrected within thirty (30) days after the notice, the non-defaulting party may terminate this Agreement immediately upon written notice to the defaulting party.

(c) Upon termination of this Agreement by either party, whether for convenience or default, UMass Boston will be reimbursed for all costs and non-cancelable commitments incurred in performance of the Professional Services prior to the date of termination in any amount not to exceed the total commitment set forth in Section 4 of this Agreement. UMass Boston shall provide to the Town documentation of these costs and non-cancelable commitments. Provided, however, that if professional services are not complete, then UMass Boston will return any pro rata share of payment to the Town not otherwise expended.

9. Survival. The obligations of the parties under Sections 3, 4, 5, 6, 7, 8, and 9 survive termination of this Agreement.

10. Independent Contractor. Nothing contained in this Agreement shall be construed to constitute the Center or UMass Boston as a partner, joint venture, employee, or agent of the Town, nor shall either party have the authority to bind the other in any respect, it being intended that each shall remain responsible for its own actions.

11. Governing Law. This Agreement is governed by the laws of the Commonwealth of Massachusetts without regard to any choice of law rules. The Parties agree to exclusive jurisdiction and venue in the Massachusetts Superior Court in Suffolk County.

12. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the Services, supersedes all prior oral and written agreements with respect to the subject matter, and can be modified only by a written instrument signed by both of the Parties which references this Agreement.

UMass Boston and the Town have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

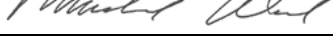
Town

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

UMass Boston

BY:   
Michael Ward, Director

BY: \_\_\_\_\_  
Shala Bonyun, Associate Director of ORSP

# Exhibit A: Scope of Services

## How the Collins Center Will Assist the Town Recruit a Town Administrator

The Collins Center will work with the Town to understand the most critical issues the Town is facing, as well as the culture and the leadership styles that would be best suited to move the Town forward.

In implementing this approach, the Center will:

- Carefully consider the challenges a new Town Administrator will face in the short and long term.
- Work with the Screening Committee to develop a Profile of the community and the Town Administrator position with particular attention to identifying the Town's priority issues. It Profile will specify the professional and personal qualities needed to succeed as Town Administrator.
- Confirm and refine the schedule for this project to meet the Town's specific requirements. Most recruitments take approximately 3, typically, not more than 6, months from the date the engagement begins.
- Build a competitive pool of candidates utilizing the Center's extensive network, traditional advertising and targeted outreach and recruitment;
- Working closely with a Screening Committee to perform initial screening and preliminary interviews, and
- Support the Board throughout the Town Administrator appointment process.

## Project Approach

The following information is provided to illustrate the Center's approach to executive recruitment and what it believes are successful outcomes of each stage of a search. The Center believes that a significant risk in selection is choosing the best person from a mediocre pool of candidates. The Center's principal effort is directed at giving its clients a pool of well-qualified candidates, thereby reducing this risk.

## Task One: Understanding the Town, Working with the Screening Committee and Preparing a Profile

The recruitment team begins the search with a simple question. What criteria would the organization use to determine that the appointment was successful? The recruitment team will learn about the organization from the viewpoint of major stakeholders, including the Board of Selectmen, Senior Staff and Division Directors to understand and document the major challenges facing the organization. The Team will work with the Screening Committee to coalesce the information gathered in order to develop a Profile that represents the interests of all stakeholders.

**Outcome:** A Profile will be prepared for approval by the Screening Committee and the Board which will contain a description of the challenges facing the Town and the new Town Administrator, along with the qualities and qualifications for the position. Once approved by the Board, the recruitment will commence using the Profile as a marketing tool for

the position. A sample Profile is attached.

## Task Two: Networking and Recruitment of Candidates

The position will be advertised with the ICMA and MMA, which is typical. However, at the same time, the recruitment team engages in extensive direct networking and recruiting using the Center's broad network and personal contacts. Often the best person for a job is not looking for a job which is why our direct networking is a critical part of the process. The Center's approach is to find candidates that have faced challenges that are of similar magnitude and complexity to those faced by the town. While the Center will provide comments on applicants, all resumes to the Screening Committee for review and discussion.

**Outcome:** At the conclusion of networking, the Center will compile the resumes to be presented to the Screening Committee.

## Task Three: Screening, and Presentation of Paper Candidates

The Collins Center will meet with the Screening Committee to plan the review process. The Collins Center will provide guidance to the Screening Committee on issues of confidentiality and avoiding social media searches. The Collins Center will help establish a set of standardized questions to be asked of all candidates, in accordance with MCAD guidelines and will work with the Screening Committee to determine the method of interviews, such as questions, presentations, role-playing.

The Center recommends and uses a consensus approach to deliberations of candidates. Doing so encourages discussion and allows for support of those candidates moving forward without a "score" and enables candidates from non-traditional and diverse backgrounds to be evaluated.

**Outcome.** Candidates to be invited for a preliminary interview will be identified.

## Task Four: Preliminary Interviews

After candidates are selected for a preliminary interview, the recruitment team will schedule and facilitate the preliminary interviews with the Screening Committee. At the conclusion of the interviews the recruitment team will facilitate the deliberations to identify potential finalists. Similar to the review of resumes, a consensus approach is taken to determine which candidates to advance.

**Outcome:** Screening committee will identify tentative finalists.

## Task Five: Reference and Background Checks of Candidates Moved to Be Considered as Finalists if References and Background Checks are Positive.

References and back ground checks will be conducted for those candidates moved forward for consideration by the Select Board. Releases by the candidates will be obtained by the Collins Center.

Reference checks of tentative finalists are extremely thorough. The recruitment team will speak with employers, professional peers, and subordinates, systematically posing the same questions to references for each potential finalist. The Center will arrange for credit, criminal history, and verification of educational credentials for the finalists.

**Outcome:** Presentation of qualified well vetted candidates to the Board.

## Task Six: Guidance on Final Interview and Selection

The recruitment team will help the Board plan the final interview process by providing guidance with the process and structuring the discussion, questions, and format. The team will coordinate and moderate a public meet and greet sessions for the finalists and assist the Town is scheduling site visits if necessary.

While the recruitment team is available to work to clarify issues, establish a framework, and facilitate communication, negotiating the conditions of employment is the sole responsibility of the Board.

**Outcome:** A well-organized final interview and selection process.

## Timeline

The estimated timeline for the recruitment is three to four months. The source of most delay is in scheduling meetings with the Screening Committee. If scheduling is not difficult, the timeline is three months. The biggest source of delay is organizing the screening committee meetings. Often the people most willing to serve on a committee are the ones with the busiest schedule. The Center recommends the screening committee schedule be established as soon as possible to map out a schedule.

Month 1	Development and approval of the Profile Placement of advertisement and begin recruitment. Recruitment, Networking, Outreach
Month 2	Recruitment, Networking, Outreach Meet with Screening Committee to establish process; set dates; determine questions. Compile resumes for Screening Committee. Distribute resumes to Screening Committee. Meet with Screening Committee members to determine which candidates to invite for interviews
Month 3	Interview candidates for preliminary interviews with screening committee Perform reference and background checks

Month 4	Finalists announced and interviewed by the Board and a meet and greet conducted
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## Professional Fees, Expenses and Payment Schedule

The all-inclusive professional fee is \$12,000. The fee does not include screening committee expenses, such as food and refreshments. The payment schedule is as follows:

- \$6,000 when Task 1 is complete.
- \$6,000 when Task 6 is complete.