

**TOWN OF WATERBURY  
SERVICE AGREEMENT  
WITH  
VERMONT LEAGUE OF CITIES AND TOWNS**

**THIS AGREEMENT**, made and entered into as of \_\_\_\_\_, 20\_\_\_\_ by and between the Vermont League of Cities and Towns, hereinafter referred to as the “LEAGUE,” and the Town of Waterbury, Vermont, hereinafter referred to as the “TOWN”.

WHEREAS, the TOWN has determined that there is a need for assistance in the recruitment for the position of Town Manager.

WHEREAS, the LEAGUE will provide recruitment consulting assistance upon the terms and conditions of the mutual covenants, promises and agreements contained herein, the parties agree to the following:

**A. IT IS MUTUALLY AGREED BY THE PARTIES HERETO AS FOLLOWS:**

1. That this agreement shall become effective upon legislative action during a duly warned meeting by the TOWN.
  
2. That the LEAGUE and TOWN agree that the recruitment process for a Town Manager will take between three (3) and six (6) months, though some processes may take longer.
  
3. That this agreement may be amended, in writing, by mutual consent of the TOWN and the LEAGUE.
  
4. That the LEAGUE is an independent contractor and is not to be considered an employee of the TOWN for any purpose.

**B. THE LEAGUE AGREES TO PROVIDE THE FOLLOWING SERVICES AS NEEDED:**

The LEAGUE will work with the TOWN to provide the following services as needed:

1. Provide a consultant to manage, facilitate, and advise on the process and serve as principal administrative lead for the search committee and/or Selectboard.
2. Work with search committee and/or Selectboard to identify desired characteristics, attributes and qualifications to create a Position Profile.
3. Prepare a recruitment brochure that reflects the Position Profile and character of the community.
4. Review, revise or draft job description that aligns with recruitment brochure.
5. Recommend salary range based on recent experience, marketplace, and Position Profile.
6. Set a mutually agreeable recruitment timeline including deadlines for applications, interviews, second interviews and other associated critical milestones.
7. Draft and place advertisements in appropriate publications and on websites.
8. Receive, organize, and sort resumes for consideration by the TOWN.
9. Draft proposed interview questions.
10. Conduct preliminary review of potential candidates prior to interviews.

11. Conduct reference checks and background investigations (criminal, social media, and credit) of the finalists and provide a written summary of those efforts to the TOWN.
12. Serve as principal point of contact with applicants throughout the process.
13. Negotiate employment terms between TOWN and candidate and work with the TOWN Attorney to draft agreement.
14. Provide additional services as requested if intrinsically related to the Town Manager selection process.

**C. THE TOWN AGREES AS FOLLOWS:**

1. To provide all information necessary to conduct the recruitment process.
2. To, through legislative action (during a duly warned meeting), appoint a primary point of contact.
3. To make a final determination on which candidate to hire.
4. To honor the recruitment timeline.
5. To refrain from negotiating or communicating with candidates without knowledge of the LEAGUE.
6. To pay the LEAGUE for professional and administrative services:
  - a. A flat fee of \$12,000.00 for the LEAGUE consultant's time to deliver the services listed in item B.
  - b. Reimbursement for the direct costs of advertising, brochure design and expenses incurred during the project. (Estimated direct cost range: \$3,100.00 - \$6,900.00).

c. Contract fees and expenses shall be paid upon receipt of invoice from the LEAGUE.

**D. INDEMNIFICATION**

The TOWN agrees to indemnify, defend, and hold harmless the LEAGUE and its employees from and against any and all claims, actions, demands and lawsuits (together “claims”) and all resulting costs, liabilities, damages and expenses including reasonable attorneys’ fees (together “liabilities”) allegedly arising in whole or in part from any act or omission by the LEAGUE related to the services performed for the TOWN.

**E. LIMITATION OF LIABILITY AND DAMAGES**

In no event shall the LEAGUE’s liability and damages to the TOWN for any claim made against the LEAGUE related in any manner to the services performed, or not performed, by the LEAGUE for the TOWN exceed the amount of compensation the LEAGUE has received from the TOWN for work performed under this Agreement. In no event shall the LEAGUE be liable to the TOWN for any indirect, special or consequential damages, nor for any claim against the LEAGUE by any person or entity arising from or in any way related to this Service Agreement.

The provisions hereof are binding on the parties hereto, their successors and assigns.

VERMONT LEAGUE OF CITIES AND TOWNS

BY:

\_\_\_\_\_  
Executive Director

DATE:

\_\_\_\_\_  
TOWN OF WATERBURY

BY:

\_\_\_\_\_  
Selectboard Chair, Town of Waterbury

DATE:

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