

Leadership Recruitment Services

For:

West Vincent Township Treasurer

Submitted to:

West Vincent Township
Attn: Dave Onorato, Solicitor
729 St. Matthews Road
Chester Springs, PA 19245
donorato@hoflawgroup.com

Date:

October 4, 2024



Keystone Municipal Solutions

LEADERSHIP RECRUITMENT PROCESS

1

GETTING STARTED

- **Create an Email Address and Shared Drive**
 - Efficiently collect candidate materials.
- **Review and Finalize Job Description**
 - Ensure alignment with organizational needs.
- **Analyze Compensation Package**
 - Evaluate competitiveness.
- **Finalize Job Posting**
 - Develop a detailed job posting.

2

GETTING THE WORD OUT

- **Municipal Website**
 - Local visibility.
- **KMS Website**
 - Advertise on the KMS website.
- **Third-Party Job Sites**
 - Broaden audience reach.
- **Social Media and Job Boards**
 - Search for candidates.
- **KMS Network**
 - Leverage KMS connections.

3

PRELIMINARY CANDIDATE SCREENING

- **Knowledge, Skills, and Abilities (KSA)**
 - Develop required and preferred KSAs.
- **Recruiting Tracking Sheet**
 - Monitor recruitment progress.
- **Collect Materials**
 - Gather resumes, applications, and letters of interest.

4

INTERVIEW CANDIDATES

- **Share Qualified Candidates**
 - Provide a Candidate Profile Report with pre-screened candidates.
- **Schedule Interviews**
 - Arrange interviews with selected candidates and officials.
- **Conduct Interviews**
 - Evaluate candidate suitability.
- **Second Round of Interviews**
 - Further assessment if needed.

ENGAGEMENT AGREEMENT FOR RECRUITMENT SERVICES

This ENGAGEMENT AGREEMENT (the “Agreement”) is made and entered into as of this ___ date of October, 2024 (the “Effective Date”), between KEYSTONE MUNICIPAL SOLUTIONS LLC (“KMS”) and WEST VINCENT TOWNSHIP, Chester County (the “Municipality”) for recruitment services.

This Agreement sets forth the scope and terms of our engagement as well as our expectations regarding billing, payment, cooperation, communication, and post-engagement obligations during and after the engagement. These terms will also apply to additional services that we may agree to provide beyond those described in this Agreement.

Our Team

KMS was founded in 2020, made up of a team of professionals with deep and broad municipal experience. The KMS team has decades of experience leading townships, boroughs, cities, authorities, and counties in handling the varied and complex matters that public entities face. With partners in all areas of the Commonwealth, and with diverse experiences, our deep bench allows our team to help with a range of issues. KMS has expertise assessing current personnel needs, helping to fill a vacancy, and even running day-to-day municipal operations on an interim basis. We can also help manage special projects that may be beyond the capacity or bandwidth of your staff, while also helping to train your current management team. Our team members have decades of experience helping municipalities manage staffing challenges and successfully recruit qualified candidates.

Recruitment and Selection Services

A summary of the services to be provided in this engagement is set forth in Appendix A, Scope of Services. Lucas Martsof, KMS’s Deputy Director, Western Region will be the project manager for this engagement.

We will begin the recruitment process by collaborating with the Municipality to review the position’s existing job description and/or develop an updated job description. As part of that process, we will also review the respective ordinance governing the position of Township Treasurer for which recruitment services are being provided. Next, our team will implement a targeted outreach strategy. The announcement will be shared on our website and on various other web-based job boards. Importantly, we will utilize our contacts at various municipal organizations to advertise the job posting and engage our vast network of municipal officials to announce the vacancy. Accessing our strong, Commonwealth-wide network of municipal officials and partners through “word of mouth” advertising is critical to a successful recruitment effort. In addition, we will also conduct appropriate job board and social media searches to identify candidates.

The search will seek to engage local candidates. Thus, the job announcement will be posted on the Municipality’s website. Allowing for local participation is a critical part of the outreach strategy; however, the reach of the recruitment effort will be broad in order to identify a quality pool of candidates.

Next, KMS will collect and analyze the resumes and letters of interests received. Our team will be responsible for communicating with candidates during this stage of the recruitment process. In addition, our team will maintain a recruiting tracking sheet and provide regular status updates. A list of the most qualified and/or well qualified candidates will then be screened via a first round of telephone interviews by our team. We will also conduct a general online and social media search to screen candidates for potential issues. Based on the telephone interviews and general screening, we will create a short list of candidates for the Municipality to interview. KMS will assist with scheduling the next round of interviews and will

participate in the interview process with the Municipality, if desired. We will collaborate with the Municipality to generate interview questions for use by the Municipality's governing Board.

Background Investigation Services

Once a candidate is selected, KMS will assist the Municipality in conducting an appropriate background check. Service includes, but is not limited to criminal records checks, drivers check, review of credit check data, and review of court records at the magisterial district court, common pleas court, federal court, and federal bankruptcy court levels. Interviews with listed references (and if requested by the Municipality the development of other references), interviews with previous employers, review of applicable records and documents (military records, education verification, etc.) review of social media sources for adverse information, and review of open-source materials.

This will be done in compliance with the provisions of the FCRA with regard to background investigations for employment and we will consult with the Municipality's labor and employment counsel if/as needed to ensure adherence to applicable law.

The candidate will be required to provide waivers of liability and consent forms provided by KMS prior to commencement of services. The Municipality will be required to provide proof that a conditional offer of employment was made to applicant prior to the commencement of services.

KMS may, at its sole discretion, utilize the services of trusted business associates to carry out all or part of this assignment.

KMS always acts diligently in carrying out assignments in a timely manner. However, there are factors beyond our control which determine the length of time it takes to properly complete such an assignment. This includes reliance on government agencies, prior employers, listed references, and others for timely response to inquiries made and requests for records, documents, or interviews. In addition, as information is developed during the investigation it may require further, in-depth or detailed follow up which can extend the length of the process.

The Municipality agrees to provide access to the Municipality's Solicitor and/or Labor/Employment Attorney or other competent counsel as deemed necessary by KMS for legal advice regarding the services provided for the duration of the matter.

The Municipality agrees that all direction and instructions provided to KMS and/or its trusted business associates will be legal, lawful, and ethical. Nothing derived from the services KMS and/or its trusted business associates will be used for any purpose which would constitute harassment, stalking, identify theft, access device fraud, invasion of privacy, or any other criminal activity. The Municipality understands that KMS makes no promise explicit or implied as to the outcome of any matter for which services are provided and makes no recommendation on the suitability of the candidate for employment. Further, the Municipality agrees to indemnify and hold harmless KMS, its owners, agents, and assigns, as well as those of its trusted business partners, from any and all liability which may result from the provision of the services agreed to.

KMS agrees to hold in confidence any and all information and materials provided, obtained, or gathered as the result of this portion of the engagement and will not release it to anyone except the Municipality or those to whom the Municipality otherwise direct, unless compelled to do so by legal process or force of law.

Additional Services

KMS can also assist with negotiating terms and conditions for employment for the selected candidate. We can also assist the Municipality's Solicitor in the preparation of appropriate employment documents, such as an employment agreement.

Please note that while we believe that we will quickly be able to identify qualified and well-qualified candidates, we cannot guarantee that the Municipality will be in a position to appoint a Township Treasurer on any particular timeline because there are too many variables beyond our control.

Compensation

Our fee for the engagement is \$10,000. The fee includes the costs of advertising the position through the Pennsylvania Municipal League, Pennsylvania State Association of Townships, Pennsylvania State Association of Boroughs, and also includes background investigation services. Our fee includes all out-of-pocket expenses, unless extraordinary expenses occur. Any extraordinary expenses will be pre-approved by the Municipality before incurred. Our engagement requires payment of 50% of the total fee at the start of the engagement, and the remaining 50% of the fee will be due and payable following the selection of a candidate or 90 days following commencement of recruitment efforts, whichever occurs first. For purposes of this Agreement, a recruitment effort shall be deemed to have commenced on the date in which advertisement for the position is first published. Irrespective of the above reference to 90 days, the Municipality will not be charged any additional fees for the agreed upon scope if the individual recruitment efforts extend beyond 90 days following commencement, assuming that no undue delay is caused by the actions of the Municipality. The Municipality agrees to pay our statements for services and expenses within 30 days of receipt. If our statements are not paid when due, you agree that we may immediately terminate this Agreement.

Miscellaneous

The Municipality and KMS shall, at all times, be independent parties. Neither party is an employee, joint venturer, franchisee, agent, or partner of the other. Additionally, neither party is authorized to assume or create any obligations or liabilities, express or implied, on behalf of or in the name of the other. Neither KMS nor any of its employees shall be entitled to participate in any plans, arrangements or distributions made or administered by the Municipality pertaining to or in connection with any employee benefits, including without limitation, health, dental, life or disability insurance, pension, 401(k), vacation, workers' compensation, unemployment compensation, or any other benefits that are afforded by the Municipality to the Municipality's employees.

The Municipality acknowledges that KMS, and its independent contractors and employees, may perform work or services for a fee for entities other than the Municipality during this engagement.

This Agreement can be terminated by either party with 5 days written notice. Upon termination of this Agreement, KMS shall have no further obligation under this Agreement. The Municipality's obligation will be to pay KMS any amount due for services rendered prior to the termination date (pro-rated) and to comply with the post-engagement obligations listed below. In the event of a termination, KMS shall provide the Municipality with a written summary of the status of any open items that KMS was working on, including an action plan for completion.

The Municipality recognizes the significant time and effort that KMS has invested in developing its services and its professional team. Accordingly, the Municipality shall not, directly or indirectly, engage, hire, employ, or permit any KMS employee or independent contractor to render services for, be employed by, represent or have any other affiliation with the Municipality for a period of three (3) years from the date

of this Agreement without the written consent of KMS. Outside of this Agreement or any other formal engagement with KMS, no KMS employee or independent contractor shall directly or indirectly provide services to the Municipality for a period of three (3) years without the written consent of KMS. In the event that the Municipality engages, employs, receives services from or otherwise hires any KMS employee or independent contractor directly or indirectly, the Municipality shall pay to KMS an amount equivalent to 20% of the annual salary to be paid to such individual by the Municipality or three (3) times the amount paid pursuant to this Agreement, whichever is greater.


During and after this Agreement, neither party shall directly or indirectly engage in any activities or make any statements that may disparage or reflect negatively on the other or any of its elected or appointed officials, directors, officers, owners, managers, agents, or employees.

Notwithstanding that KMS is a subsidiary of the law firm of McNees Wallace & Nurick LLC ("McNees"), by engaging KMS, the Municipality understands and agrees that it is not entering into or establishing an attorney-client relationship with McNees and it is not a client of McNees. As such, and because the services KMS will be providing to the Municipality are not legal services, the protections of the attorney-client relationship under the Pennsylvania Rules of Professional Conduct or applicable Pennsylvania law including such aspects as the attorney-client privilege or the rules regarding conflicts of interest, do not apply with respect to the provision of KMS's services.

If any term, condition, or provision of this Agreement shall be found by any court of competent jurisdiction to be unenforceable, in whole or in part, the rest and remainder of this agreement shall be and remain enforceable to the fullest extent allowed by law as if such unenforceable provision had never been contained herein. This agreement shall be construed and interpreted in accordance with, and controlled by, the laws of the Commonwealth of Pennsylvania without regard to any conflict of law provisions. The parties agree that the exclusive jurisdiction and venue for resolution of any and all disputes between the parties arising directly or indirectly hereunder shall lie in the Dauphin County Court of Common Pleas and/or the United States District Court for the Middle District of Pennsylvania.

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties have duly executed this Agreement as of the date first written above.

KEYSTONE MUNICIPAL SOLUTIONS LLC

By: 
Chad Saylor, Executive Director

ATTEST:

WEST VINCENT TOWNSHIP

Secretary

By: _____

APPENDIX A

Scope of Services - Recruitment Services

- Review the position's existing job description and communicate any recommended changes. In the event that a job description does not exist, we will provide a recommended job description for the Municipality's review and approval. To the extent that the position is governed by ordinance or the Municipality's charter, we will also review those documents to ensure consistency between these governing documents and the respective job description.
- Draft the job announcement/advertisement and publish such on KMS' website and provide a copy to be published on the Municipality's website. Included in the cost of the proposal is the advertisement of the position through the Pennsylvania Municipal League, Pennsylvania State Association of Townships, Pennsylvania State Association of Boroughs and associated job boards.
- Implement a comprehensive "word of mouth" advertising effort utilizing the individual and collective professional networks of the KMS team. This effort will also include conducting searches on appropriate job boards and social media sites to identify prospective candidates.
- Collect and analyze letters of interest and résumés received and provide regular status updates to the Municipality.
- Perform a general online and social media search to screen the most qualified and/or well qualified candidates for potential concerns and issues in advance of first-round telephone interviews.
- Conduct first-round telephone interviews with the most qualified and/or well-qualified candidates.
- Following the first-round telephone interviews and general screening, create a short list of candidates for the Municipality to interview. If desired, KMS will schedule and participate in the interview process with the Municipality and can generate interview questions for use.
- Once a candidate is selected, conduct an appropriate background check and assist with the negotiation of terms and conditions of employment with the selected candidate. To the extent that the Municipality would prefer that a third-party provider conduct the background check, the Municipality would be responsible for the costs payable to the third-party provider. We can also assist the Solicitor in the preparation of appropriate employment documents, such as an employment agreement, as may be applicable.

Some Recent KMS Clients

Mt. Joy Township, Lancaster County
Manager Recruitment

Lansdowne Borough, Delaware County
Manager Recruitment

Perry County
Strategic Management Planning

Honesdale Borough, Wayne County
Interim Manager
Interim Public Works Director

Upper Providence Township, Delaware County
Interim Manager
Manager Recruitment

Steelton Borough, Dauphin County
Interim Manager

East Cocalico Township, Lancaster County
Manager Recruitment

Monaghan Township, York County
Interim Secretary-Treasurer

Macungie Borough, Lehigh County
Interim Manager
Manager Recruitment

You have **challenges.** We have **solutions.**



About Us

Keystone Municipal Solutions (KMS) offers dynamic services customized to fit the needs of local and county governments. Our statewide roster of professionals includes former municipal managers and elected officials, as well as experienced consultants in municipal finance, workforce recruitment and training, public works, public safety and other essential government services.

Our team builds customized solutions to help local and county governments succeed so their communities can thrive. We go beyond budget spreadsheets. We work to understand your policies, procedures and structure to identify opportunities for improved efficiencies and enhanced public services.

At KMS, our mission is to help local governments work better and smarter for the people they serve.

LEARN WHAT WE CAN DO FOR YOU!

Call: 717-237-5285

Email: info@keystonemunicipalsolutions.com

LinkedIn: [linkedin.com/company/keystone-municipal-solutions](https://www.linkedin.com/company/keystone-municipal-solutions)

www.KeystoneMunicipalSolutions.com

Our Services

From recruitment and training to strategic planning services and beyond, KMS can help. Our areas of expertise include:

- Interim/Temporary Manager Services
- Recruitment & Talent Acquisition
- Manager Training & Professional Development
- HR & Workforce Solutions
- Internal Investigations
- Budget Consulting & Financial Projections
- Police Consulting
- Regionalization & Shared Services Consulting
- Innovation of Service Delivery
- Strategic Planning



KEYSTONE
Municipal Solutions

Practical Solutions Achieved