



# CHANDLER GROUP

## EXECUTIVE SEARCH

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### ENGAGEMENT LETTER

Chandler Group Executive Search, Inc. ("Chandler Group") accepts the assignment on an exclusive basis for the Director of Housing and Policy Development search for City of Minneapolis. This letter will set forth the terms under which Chandler Group will provide executive search services.

#### **Chandler Group agrees to:**

- a. Interview City of Minneapolis key stakeholders for the purpose of developing a detailed Position Profile outlining the specifications and requirements of the position. All proprietary information gained in these meetings will be kept in strictest confidence.
- b. Identify, recruit, and evaluate candidates whom Chandler Group believes will meet the specifications provided by City of Minneapolis.
- c. Conduct candidate interviews to determine the technical competence, general character traits and compatibility with City of Minneapolis' management team. We will then present to you information regarding each candidate to be interviewed.
- d. Use all efforts in our background investigation to identify critical areas of performance and traits indicated in the Position Profile based on our previously agreed upon standards. Our review will entail in-depth conversations with the candidate and with references provided by the candidate or those who are known to us to have relevant information concerning the candidate.
- e. Conduct complete referencing of top candidates. We will include meetings and conversations with prior and current superiors, subordinates, peers, clients and persons who have had professional relationships with the candidates.
- f. Assist you in the selection process and in the development and presentation of an offer.

If a placed candidate resigns or is released by City of Minneapolis for performance-related issues during the first twelve months of his/her employment, Chandler Group, if notified within 30 days of the departure, will conduct a new search to replace the candidate for no additional fee (charging only expenses as incurred). This will be valid only if each invoice is paid within the parameters as set forth below. This guarantee excludes candidates who leave for reasons other than job performance, such as a change in ownership, organizational realignment and/or restructuring that shifts the level of responsibility from the original and/or material changes to the job description that were portrayed to the candidate at the time of hire.

**City of Minneapolis agrees to:**

- a. Appoint Chandler Group as the exclusive recruiter for the position and facilitate the process by:
  - Furnishing a job description or general outline of duties and responsibilities.
  - Providing Chandler Group with a complete and timely evaluation of candidates presented.
  - Being responsive to inquiries from Chandler Group and being reasonable in the accommodation of schedules to ensure a timely interview process.
  - Maintaining confidentiality and agreeing not to verify credentials on any candidate without first notifying Chandler Group or the candidate.
- b. Pay Chandler Group a flat fee of \$30,000. Our fees are invoiced in three installments. The first installment will be 1/3 of the fee and will be invoiced upon the execution of this agreement. The second installment will be 1/3 of the fee and will be invoiced 30 days after the execution of this agreement. The third installment will be the remaining balance of the fee and will be invoiced upon successful completion of the search, which is defined as the successful candidate's acceptance of the offer. Our final invoice will incorporate any adjustments based upon the base compensation and any estimated bonus listed in the offer letter for the position filled. In addition to the fee, Chandler Group will invoice City of Minneapolis for out-of-pocket expenses incurred during the search process for food, lodging, transportation, Prevue assessment tool if used, and background checks for candidates. We will obtain your approval on all pass through expenditures.
- c. Pay a discounted and mutually agreeable fee to Chandler Group should candidates submitted by Chandler Group be hired by City of Minneapolis for other positions within one year of the date the resumes were received.

Either party may discontinue this assignment by written notification. In this event, City of Minneapolis will be billed for expenses incurred to the date of cancellation and for

professional fees as follows: The first installment is a minimum retainer and will be due. In the event of any subsequent cancellation, payment will be required for the pro-rated portion of the remaining professional fee based on the number of calendar days after the date you sign this agreement to the 60<sup>th</sup> day. If a cancellation occurs after sixty days, all professional fees will be due in full, with the exception of the final installment, which is due only if an offer is made and accepted. If the search is placed on hold for a period exceeding 60 days, the assignment will be considered complete and the third installment waived.

An invoice will be issued and work on this search will begin immediately upon receipt of this signed agreement.

**AGREED TO & ACCEPTED BY:**

**CHANDLER GROUP**

**CITY OF MINNEAPOLIS**

Cynthia A. Chandler

\_\_\_\_\_  
**Print Name**

  
\_\_\_\_\_

**Signature**

\_\_\_\_\_  
**Signature**

**Date: September 30, 2014**

**Date:** \_\_\_\_\_