

DATE SUBMITTED 11/25/2019
 SUBMITTED BY City Manager's Office
 DATE ACTION REQUIRED 12/04/2019

COUNCIL ACTION (x)
 PUBLIC HEARING REQUIRED ()
 RESOLUTION ()
 ORDINANCE 1ST READING ()
 ORDINANCE 2ND READING ()
 CITY CLERK'S INITIALS JS

**IMPERIAL CITY COUNCIL
 AGENDA ITEM**

<p>SUBJECT: DISCUSSION/ACTION: PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF IMPERIAL AND BOB MURRAY AND ASSOCIATES</p> <p>1. APPROVAL OF AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN CITY OF IMPERIAL AND BOB MURRAY & ASSOCIATIONS FOR THE RECRUITMENT OF A NEW CITY MANAGER IN THE AMOUNT OF \$17,500.00.</p>	
<p>DEPARTMENT INVOLVED: City Manager's Office</p>	
<p>BACKGROUND/SUMMARY:</p> <p>On October 30, 2019 City Manager Stefan Chatwin announced his acceptance of the City Manager position for the City of Fairfield, CA. At the direction of the City Council, City Staff brings before you an agreement for professional services between the City of Imperial and Bob Murray & Associates. Bob Murray and Associates has a long standing, successful history of professional recruitment for the positions of City Manager and Chief of Police with the City of Imperial. Upon approval of this agreement, the firm will immediately begin their executive search for the City's next City Manager. Attached for your review please find the proposed agreement.</p>	
<p>FISCAL IMPACT: NOT TO EXCEED \$24,700.00</p> <p>Agreement Amount - \$17,500.00</p> <p>Expense Reimbursement (Not to Exceed) \$7,200.00</p> <p>***This item is not budgeted for in the 2019-2020 fiscal year municipal budget. Costs will be taken out of City Manager's salary savings during recruitment.</p>	<p>FINANCE INITIALS _____</p>
<p>STAFF RECOMMENDATION: It is staff's recommendation for the City Council to approve the professional services agreement before you.</p>	<p>DEPT. INITIALS <u>JS</u></p>
<p>MANAGER'S RECOMMENDATION: The City Manager recommends entering into an agreement with Bob Murray & Associates.</p>	<p>CITY MANAGER'S INITIALS <u>JS</u></p>
<p>MOTION:</p> <p>SECONDED: APPROVED () REJECTED ()</p> <p>AYES: DISAPPROVED () DEFERRED ()</p> <p>NAYES:</p> <p>ABSENT: REFERRED TO:</p>	

EXTENSION AGREEMENT

This Agreement is made on February _____, 2019, between the City of Imperial, a municipal corporation of the State of California, ("Agency") and Executive landscape, Inc., a California corporation ("Consultant").

Witnesseth

WHEREAS, Agency and Consultant entered into a written agreement dated January 4, 2017 ("Agreement"), in which Consultant furnished specified landscaping services to Agency; and

WHEREAS, the term of the Agreement ended on January 31, 2019; and

WHEREAS, Consultant has continued to furnish services under the Agreement from and after January 31, 2019; and

WHEREAS, the Agreement provides for the possibility of two one year extensions provided the extension is on the same terms and condition as set forth in the Agreement; and

WHEREAS, Agency and Consultant wish to extend the Agreement on terms set forth in the Agreement from February 1, 2019 through January 31, 2020.

NOW, THEREFORE, the parties hereto agree as follows:

1. Extension of Term. The term of the Agreement shall be extended so that the term shall end on January 31, 2020.

2. Effectiveness of Agreement. Except as set forth herein, all the provisions of the Agreement shall remain unchanged and in full force and effect.

CITY OF IMPERIAL

EXECUTIVE LANDSCAPE, INC.

By _____
Mayor

By _____

ATTEST:

By _____
City Clerk

PROFESSIONAL SERVICES AGREEMENT

This agreement is made by and between the CITY OF IMPERIAL (the CLIENT), and BOB MURRAY & ASSOCIATES (the CONSULTANT).

- A. Engagement: The CLIENT agrees to engage the CONSULTANT to perform the services described below, the project described as an executive recruitment for a CITY MANAGER (the Search).
- B. Services: The CONSULTANT agrees to perform certain services necessary for the completion of the search, which services shall include the following:
- a. Develop the Candidate Profile
 - b. Develop Advertising Campaign and Recruitment Brochure
 - c. Recruit Candidates
 - d. Screen Candidates
 - e. Conduct Personal Interviews
 - f. Conduct Public Record Search
 - g. Provide Recommendation
 - h. Assist with Final Interviews
 - i. Conduct Detailed Reference Checks
 - j. Assist with Negotiations
 - k. Provide Complete Administrative Assistance
- C. Relationship: The CONSULTANT is an independent contractor and is not to be considered an agent or employee of the CLIENT.
- D. Compensation: As full compensation for the CONSULTANT's professional services performed hereunder, the CLIENT shall pay the CONSULTANT the fixed amount of \$17,500 (Seventeen Thousand, Five Hundred Dollars). This amount includes four (4) meetings on site at CLIENT's place of business between CLIENT and CONSULTANT. Additional on-site meetings or reference checks will incur additional professional services fees as follows:
- ✦ Community/Staff Input Forum: \$1,500/day, plus travel expenses
 - ✦ Online survey with analysis of results: \$250
 - ✦ Additional on-site meeting days: \$1,500/day, plus travel expenses
 - ✦ Additional background checks: \$250/candidate
 - ✦ Additional reference checks: \$500/candidate
 - ✦ Other services: \$250/hour or \$1,500/day
- E. Expense Reimbursement: The CONSULTANT shall be entitled to reimbursement for expenses from the CLIENT for consultant travel; advertising; recruitment brochure layout, typeset, and printing; clerical; express mail delivery; printing and binding; background and public records checks; education verification; and credit checks. First class mail postage, photocopying, and telephone charges are allocated costs. Expenses to be reimbursed shall not exceed \$7,200 (Seven Thousand, Two Hundred Dollars) without prior approval of the CLIENT. Documentation of

reimbursable expenses shall be provided upon request of the CLIENT; failure to request documentation prior to receipt of CONSULTANT'S invoice shall not serve as reason to delay payment.

- F. Compensation for Additional Services: In the event the CLIENT elects to require additional services of the CONSULTANT in addition to those described in Paragraph B, the CONSULTANT shall be compensated at an agreed-upon rate.
- G. Should a candidate recommended by our firm position resign or be terminated within the first 12 months of employment, we will provide the CITY OF IMPERIAL with professional services to secure a replacement. Services will be provided at no cost, aside from expenses incurred on the CITY OF IMPERIAL's behalf during the new search. We are confident in our ability to recruit outstanding candidates and do not expect the city to find it necessary to exercise this provision of our proposal.
- H. Method of Payment: The CLIENT shall be billed monthly by the CONSULTANT for the professional services completed as of that date. Expenses shall be billed and due at the same time. Invoices shall be submitted to the following individual or department in the CLIENT organization:

Invoicing/Billing Contact:

Adriana Zamudio - Human Resources

420 S Imperial Avenue

Imperial, CA 92251

- I. Term: The term of this agreement shall commence on NOVEMBER 22, 2019, at which time CONSULTANT shall begin work on the Search and shall continue until the Search is completed. Completion of work is defined as the CLIENT'S offer being accepted by the selected candidate.
- J. Termination: This agreement may be terminated; (a) by either party at any time for failure of the other party to comply with the terms and conditions of this Agreement; (b) by either party upon 10 days' prior written notice to the other party; or (c) upon mutual written agreement of both parties. In the event of termination, the CONSULTANT shall stop work immediately and shall be entitled to compensation for professional fees and expense reimbursement to the date of termination and for any work necessitated by that termination.
- K. Indemnity: Except for loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorney's fees, caused solely by the negligence of the CLIENT, its Council, boards, commissions, officers and employees, CONSULTANT shall indemnify, defend and hold harmless the CLIENT, its Council, boards and commissions, officers, and employees from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorney's

fees, regardless of the merits or outcome of any such claim or suit arising from or in any manner connected to CONSULTANT's negligent act or omission regarding performance of services or work conducted or performed pursuant to this Agreement.

L. Miscellaneous:

- a. The entire agreement between the parties with respect to the subject matter hereunder is contained in this agreement.
- b. Neither this agreement nor any rights or obligations hereunder shall be assigned or delegated by the CONSULTANT without the prior written consent of the CLIENT.
- c. This agreement shall be modified only by written agreement duly executed by the CLIENT and the CONSULTANT.
- d. Should any of the provisions hereunder be found to be invalid, void or voidable by a court, the remaining provisions shall remain in full force and effect.
- e. This agreement shall be governed by and construed in accordance with the laws of the State of California.
- f. All notices required or permitted under this agreement shall be deemed to have been given if and when deposited in the United States mail, properly stamped and addressed to the party for whom intended at such party's address listed below, or when delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

Wherefore, the parties have entered into this agreement as of the later of the dates stated below.

Approved:

Dated: _____, 2019

BOB MURRAY & ASSOCIATES

By: _____

Gary Phillips

Title: Executive Vice President

1544 Eureka Road, Suite 280

Roseville, CA 95661

Dated: _____, 2019

CITY OF IMPERIAL

By: _____

Title: **City Manager**