

## RESOLUTION No. 2015-3243

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**A RESOLUTION AUTHORIZING THE CITY MANAGER PRO TEM TO ENTER INTO A CONTRACT FOR PROFESSIONAL SERVICES WITH BOB MURRAY & ASSOCIATES FOR THE PROVISION OF CITY MANAGER RECRUITMENT SERVICES.**

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### RECITALS:

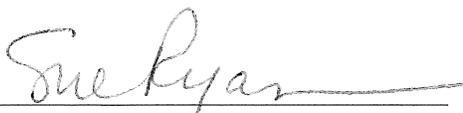
1. The City has need of a professional recruitment services provider to hire a new City Manager.
2. The Sub-Committee for the City Manager Recruitment recommended to the City Council on November 16 the selection of Bob Murray & Associates to perform recruitment services for the position of City Manager.
3. The City Council accepted this recommendation and called for a contract for professional services with said firm.
4. Bob Murray & Associates Professional Services Agreement is attached and by this reference incorporated as Exhibit "A".

### THE CITY OF NEWBERG RESOLVES AS FOLLOWS:

1. The City Manager Pro-Tem is authorized to enter into a Contract for Professional Services with Bob Murray & Associates for the provision of City Manager Recruitment Services.

➤ **EFFECTIVE DATE** of this resolution is the day after the adoption date, which is: December 8, 2015.

**ADOPTED** by the City Council of the City of Newberg, Oregon, this 7th day of December, 2015.

  
\_\_\_\_\_  
Sue Ryan, City Recorder

**ATTEST** by the Mayor this 8<sup>th</sup> day of December, 2015.

  
\_\_\_\_\_  
Bob Andrews, Mayor

**PROFESSIONAL SERVICES AGREEMENT**

This agreement is made by and between the City of Newberg (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

As described in the proposal dated October 30, 2015.

- 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 three (3) meetings on site at Client's place of business between Client and Consultant and reference checks on three (3) candidates. Additional on-site meetings or reference checks will incur additional professional services fees.
- 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 postage; printing and binding; background and public records checks; and credit checks. First class mail postage, photocopying, and telephone charges are allocated costs. Expenses to be reimbursed shall not exceed \$7,500 (seven thousand, five hundred dollars) without prior approval of the Client. Copies of receipts will not be provided unless specifically requested and made part of this contract.
- 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. Method of Payment: The Client shall be billed monthly by the Consultant for the work completed as of that date. Expenses shall be billed and due at the same time.

- H. Term: The term of this agreement shall commence on December 10, 2015 at which time Consultant shall begin work on the Search and shall continue until the search is completed.
- I. 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.
- J. 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.
- K. 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 Oregon.

- 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: November 25, 2015

Bob Murray & Associates

By: \_\_\_\_\_

Title: Executive Vice President

1677 Eureka Road, Suite 202  
Roseville, CA 95661

Dated: \_\_\_\_\_, 2015

City of Newberg, OR

By: \_\_\_\_\_

Title: \_\_\_\_\_

Client billing contact:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**BOB MURRAY & ASSOCIATES**  
**FEES BY TASK FOR CITY OF NEWBERG**

- Step A: Develop the Candidate Profile \$3,000
- Step B: Develop Advertising Campaign and Recruitment Brochure \$1,000
- Step C: Recruit Candidates \$3,500
- Step D: Screen Candidates \$1,000
- Step E: Conduct Personal Interviews \$3,500
- Step F: Conduct Public Record Search \$500
- Step G: Provide Recommendation \$2,000
- Step H: Assist with Final Interviews \$2000
- Step I: Conduct Detailed Reference Checks \$1,000
- Step J: Assist with Negotiations - complimentary

Complete Administrative Assistance included.