

Professional Services Agreement Executive Search Services

This Agreement is made by and between the City of Lawrence ("the City"), and Ralph Andersen & Associates ("the Consultant").

1. **Search Engagement.** The City agrees to engage the Consultant to perform those services described below, for completion of the project described as follows: City Manager Executive Search Services ("the Search").
2. **Services.** The Consultant agrees to perform certain services necessary for completion of the Search, which services shall include, without limitation, the following:
 - a) Position Analysis
 - b) Advertising Campaign
 - c) Candidate Identification
 - d) Resume Review and Screening
 - e) Preliminary Interviews
 - f) Detailed Reference Checks
 - g) Recruitment Report
 - h) Client/Finalist Interviews
 - i) Final Interview Assistance
 - j) Follow-up Correspondence

A complete description of the services to be provided is contained in a proposal from the Consultant to the City, dated October 15, 2018, which is incorporated herein by reference.

3. **Relationship.** The Consultant is an independent contractor and is not to be considered an agent or employee of the City.
4. **Compensation.** As full compensation for the Consultant's professional services performed hereunder, the City shall pay the Consultant the fixed amount of \$27,200 (Twenty-Seven Thousand Two Hundred Dollars ("fixed fee"). Expenses included in the fixed fee include such items as advertising, consultant travel (up to 4 [four] trips to the City), clerical, graphics, research, printing and binding, postage and delivery, and long-distance telephone charges. On top candidates, education verifications and Internet and Lexis/Nexis searches will be conducted. Department of Motor Vehicle (DMV) check, wants and warrants, civil and criminal litigation search (after contingent offer is made), and credit checks will be conducted on the top 2 (two) candidates. References will be conducted on up to the top 2 (two) candidates. Additional references conducted beyond the top 2 (two) candidates will be

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billed \$2,500 (Two Thousand Five Hundred Dollars) per candidate in addition to the fixed fee. The City will be responsible for all Candidate expenses related to onsite interviews. Consultant agrees to submit invoices that describe the work or task performed and who performed it and if the invoice includes a request for reimbursement of expenses, copies of receipts or other detail explaining the expense charges.

Included in the fixed fee are up to 2 (two) days of stakeholder meetings, coordinated with the Project Director's first visit to the City. If additional days of stakeholder meetings or on-site consultant meetings are needed, they will be billed supplemental to the contract at the rate of \$1,500 (One Thousand Five Hundred Dollars) per day plus travel expenses.

5. **Compensation for Additional Services.** In the event the City requires services in addition to those described in Paragraph 2, the Consultant shall be compensated at the Consultant's standard hourly rates for professional services plus reimbursement of expenses described above. The Consultant's standard hourly rates are as follows:

- Project Director \$150/hr.
- Executive Manager \$125/hr.
- Senior Consultant \$110/hr.
- Consultant \$80/hr.
- Graphics Designer \$75/hr.
- Researcher \$60/hr.
- Support Services \$50/hr.

6. **Method of Payment.** The City will be invoiced in 4 (four) payments as follows:

- a) Upon contract execution – \$8,150 (Eight Thousand One Hundred Fifty Dollars)
- b) After the closing date – \$8,150 (Eight Thousand One Hundred Fifty Dollars)
- c) After finalist interviews – \$8,150 (Eight Thousand One Hundred Fifty Dollars)
- d) Upon placement – \$2,750 (Two Thousand Seven Hundred Fifty Dollars)

7. **Term.** The term of this agreement shall commence upon execution of this Agreement by both parties at which time the Consultant shall begin work on the Search and shall continue, subject to the termination provisions of Paragraph 9, until the date that the Consultant completes the Search. The time of completion of the Search is estimated to be 75 to 90 days (seventy-five to ninety days) from project initiation.

8. **Guarantee.** If, during the first year of employment, the new City Manager resigns or is dismissed for cause by the City, the Consultant agrees to perform another search for a City Manager for no professional services fee. The Consultant shall be entitled to reimbursement of expenses described above and incurred during such search.

9. **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 service fees and for expense reimbursement to the date of termination.

10. **Insurance.** The Consultant shall maintain in force during the term of the agreement, Comprehensive General Liability Insurance with the Extended Liability Endorsement, including Personal Injury; Commercial Umbrella Liability; Automobile Liability Insurance, including Non-Owned and Hired Liability; and Workers' Compensation and Employers' Liability Insurance. Such insurance shall be in amounts reasonably satisfactory to the City.
11. **Hold Harmless.** The Consultant shall be responsible for its acts of negligence, and the City shall be responsible for its acts of negligence. The Consultant agrees to indemnify and hold the City harmless from any and all claims, demands, actions and causes of action to the extent caused by the negligent acts of the Consultant, its officers, agents and employees, by reason of the performance of this agreement. This indemnity shall not be construed to require indemnification of others.
12. **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 City.
 - c) This agreement shall be modified only by a written agreement duly executed by the City 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 Kansas.
 - 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.
 - g) Consultant shall provide sufficient qualified personnel to perform the Professional Services. Consultant shall not change or substitute the Project Director without the City's prior consent, which consent shall not be unreasonably withheld.
 - h) **Quality Assurance.** Consultant agrees that its performance under this Professional Services Agreement will be performed in a workmanlike and professional manner by persons who have the skill and experience commensurate with the requirements of this Agreement.
 - i) **Compliance with Equal Opportunity Laws.** Consultant agrees that it shall comply with the provisions of the Kansas Act Against Discrimination of 1953 (KAAD), the

Kansas Age Discrimination in Employment Act of 1983 (KADEA), and Chapter X of the Code of the City of Lawrence, Kansas, and shall not discriminate against any person in the course of performing under this Agreement because of that person's race, sex, religion, color, national origin, age, ancestry, sexual orientation, disability or gender identity.

APPROVED:

RALPH ANDERSEN & ASSOCIATES

CITY OF LAWRENCE

By: _____

By: _____

Name Printed: Heather Renschler

Name Printed: _____

Title: President/CEO

Title: _____

Date: _____

Date: _____

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