

PROFESSIONAL SERVICES AGREEMENT

This agreement is made by and between the City of Commerce (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 Deputy Director of Engineering Services (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 August 15, 2016.

- 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 \$16,500 (sixteen 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 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 \$6,900 (six thousand, nine 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. 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:

City of Commerce
Attn: City Administrator
2535 Commerce Way
Commerce, CA 90040

- H. Term: The term of this agreement shall commence on September 7, 2016 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.
- 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 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:

Bob Murray & Associates

By: _____

Title: Executive Vice President

1544 Eureka Road, Suite 280
Roseville, CA 95661

Dated: _____, 2016

City of Commerce

By: _____

Title: _____