ORIGINAL

Sweetwater Springs Water District

To: Board of Directors **Agenda Item No.** III-D

From: Chuck Howell, General Manager **Meeting Date:** April 3, 2008

Subject: Discussion/Action re: Resolution 08-07 "Ratifying the Contract with Bob Murray & Associates. (General Manager Recruitment)

Recommended Action: This item was placed on the consent calendar as a Discussion/Action item to update the Board on my progress relating to the Districts request that I enter into a "Contract for Professional Services" with the Recruiting firm of Bob Murray & Associates.

Fiscal Impact: $26,000 for FY 07/08.

Discussion:

1. At their meeting of 3-6-08 the SSWD BOD reviewed proposals from numerous Recruitir Firms, and voted to enter into a contract for Professional Services with the firm of Bob Murray & Associates, to assist the BOD in locating a new General Manager

2. At that same time, the BOD directed me to formalize and enter into the Professional Services agreement with the firm of Bob Murray & Associates as follows.

    - A fixed fee not to exceed $17,500 for professional services
    - A fixed fee not to exceed $8,500 for expenses.
    - On Tuesday March 18, 2008, I signed the contract as directed by the Board
    - At this time I am bringing this contract back to the BOD for ratification by Resolution 08-07, "Contract for Professional Services" with the Recruiting firm of Bob Murray & Associates (General Manager Recruitment).

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ORIGINAL

Resolution No. 08-07

A Resolution of the Board of Directors of the Sweetwater Springs Water District "Ratifying the Contract For Professional Services with Bob Murray and Associates (General Manager Recruitment)

WHEREAS, At their meeting of 3/6/08 the SSWD BOD reviewed proposals for professional services regarding assisting the Board in their search, for a new General Manager and:

WHEREAS, at that meeting, the BOD directed the General Manager to formalize and enter into a contract for professional services with the firm of Bob Murray and Associates as follows.

(1) A fixed fee not to exceed $17, 500 for professional services and
(2) A fixed fee not to exceed $8,500 for expenses. and
(3) On Tuesday March 18, 2008 I signed the contract for professional services as directed by the BOD.

NOW, THEREFORE BE IT RESOLVED, that

1. **Resolution 08-07 of the Board of Directors of the Sweetwater Springs Water District "Ratifying the Contract For Professional Services with Bob Murray and Associates (General Manager Recruitment) Is hereby ratified.**

The foregoing Resolution was duly and regularly adopted and passed by the Board of Directors of the SWEETWATER SPRINGS WATER DISTRICT, Sonoma County, California, at a meeting held on April 3, 2008, by the following vote.

Director	Aye	No
Susan Keach	✓	
Wanda Smith	✓	
Gaylord Schaap	✓	
Victoria Wikle	✓	
Ken McLean	✓	

Julie A. Kenny
Clerk of the Board of Directors

APPROVED:
APPROVED:

Susan Keach

Wanda Smith

Gaylord Schaap

Victoria Wikle

Ken McLean

PROFESSIONAL SERVICES AGREEMENT

This agreement is made by and between the Sweetwater Springs Water District (the District), and Bob Murray & Associates (the Consultant).

A. Engagement: The District agrees to engage the Consultant to perform the services described below, the project described as an executive recruitment for a General 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 March 5, 2008.

C. Relationship: The Consultant is an independent contractor and is not to be considered an agent or employee of the District.

D. Compensation: As full compensation for the Consultant's professional services performed hereunder, the District shall pay the Consultant the fixed amount of $17,500 (seventeen thousand and five hundred).

E. Expense Reimbursement: The Consultant shall be entitled to reimbursement for expenses from the District for consultant travel, advertising, printing and binding, clerical, long distance charges, postage and delivery, civil, criminal and newspaper checks, and credit checks. Postage, photocopying, and telephone charges are allocated costs. Expenses to be reimbursed shall not exceed $8,500 (eight thousand and five hundred) without prior approval of the District. 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 District 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 District 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 March 14, 2008, 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 District, its Board, commissions, officers and employees, Consultant shall indemnify, defend and hold harmless the District, its Board, 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 District.
c. This agreement shall be modified only by written agreement duly executed by the District 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: March 14, 2008

Bob Murray & Associates

By: Bob Murray

Title: President

1677 Eureka Road, Suite 202
Roseville, CA 95661

Dated: March 18, 2008

Sweetwater Springs Water District

By: _____

Title: General Manager

Address: P.O Box 48
Guerneville, CA 95446