

| Board Office Use: Legislative File Info. |                   |
|--|-------------------|
| File ID Number                           | 14-2000           |
| Introduction Date                        | 10-8-14           |
| Enactment Number                         | 14-1757           |
| Enactment Date                           | 10-8-14 <i>lf</i> |



OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools, Thriving Students

# Memo

**To** Board of Education

**From** Jacqueline P. Minor, General Counsel  
Mia Settles Tidwell, Chief Operations Officer

**Board Meeting Date** October 8, 2014

**Subject** **Ratification of Agreement with Bob Murray & Associates**

**Action Requested** Ratification of Agreement with Bob Murray & Associates

**Background**  
*A one paragraph explanation of the MOU.*

Bob Murray & Associates is being retained to assist the District in the search for a new Police Chief.

**Discussion**  
*One paragraph summary of the MOU.*

The search for a Police Chief will involve two phases. Phase 1 includes:

- a. Recruit Candidates (candidate outreach)
- b. Screen Candidates (review resumes)
- c. Conduct Personal Interviews (top 10-15 candidates only)
- d. Recommendations
- e. Public Record Search (for finalists)

Phase 2 includes:

- f. Assist with Final Interviews
- g. Provide Police Background Oversight (background check not included)
- h. Assist with Negotiations

The total compensation for the two phases is \$13,500, plus expenses, not to exceed \$1,500. The compensation does not include the background search which may be an additional \$3,000. The term of the agreement is September 9, 2014 to June 30, 2015.

**Recommendation** Ratification of Agreement with Bob Murray & Associates

**Fiscal Impact** \$15,000 – General Purpose

**Attachments** Agreement

## PROFESSIONAL SERVICES AGREEMENT

This agreement is made by and between the Oakland Unified School District (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 Chief of Police (the Search).
- B. Services: The Consultant agrees to perform certain services necessary for the completion of the search, which services shall include the following:

### Phase 1

- a. Recruit Candidates (candidate outreach)
- b. Screen Candidates (review resumes)
- c. Conduct Personal Interviews (top 10-15 candidates only)
- d. Provide Recommendations
- e. Conduct Public Record Search (for finalists)

### Phase 2

- f. Assist with Final Interviews
- g. Provide Police Background Oversight (background check not included)
- h. Assist with Negotiations

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 as Phase 1, the Client shall pay the Consultant the fixed amount of \$10,500 (ten thousand, five hundred dollars). As full compensation for the Consultant's professional services performed hereunder as Phase 2, the Client shall pay the Consultant the fixed amount of \$3,000. The total compensation for professional services included in Phase 1 and Phase 2 is \$13,500 (thirteen thousand, five hundred dollars); complete administrative assistance is included at no additional cost. Client is entitled to 1 (one) meeting on-site at Client's place of business between Client and Consultant per Phase.
- E. Expense Reimbursement: The Consultant shall be entitled to reimbursement for expenses from the Client for consultant travel; clerical; express mail postage; and printing and binding. First class mail postage, photocopying, and telephone charges are allocated costs. Expenses to be reimbursed shall not exceed \$1,500 (one thousand, five hundred dollars) for Phase 1 and \$1,000 (one thousand dollars) for Phase 2 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 the following rates:

- a. POST-certified background check: \$2,000 for professional services, plus travel expenses, per candidate.
  - b. Credit, criminal, civil, and DMV records checks and education verification: Estimated expenses of \$200-\$350 per candidate.
  - c. Reference checks: \$750 for professional services per candidate.
  - d. Other additional services: \$150 per hour, plus expenses (expenses dependent upon service requested).
- 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 is September 9, 2014 to June 30, 2015. Consultant shall begin work on the Search on September 9, 2014 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 boards, commissions, officers and employees, Consultant shall indemnify, defend and hold harmless the Client, its 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.
  
- g. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: Client certifies to the best of its knowledge and belief, that its officials: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this Consultant does not appear on the Excluded Parties List.  
<https://www.sam.gov/portal/public/SAM>

NOTICES TO CLIENT:

Jacqueline P. Minor  
General Counsel  
1000 Broadway, Room 398  
Oakland, Ca 94607

Jacqueline.minor@ousd.k12.ca.us

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

Approved:

Dated: September 9, 2014

Bob Murray & Associates

Signed: 

Name: Gary Phillips

Title: Executive Vice President

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Bv:


1677 Eureka Road, Suite 202  
Roseville, CA 95661

Oakland Unified School District

Signed: \_\_\_\_\_

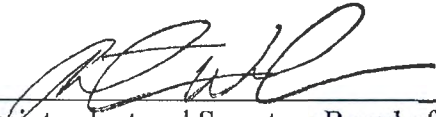
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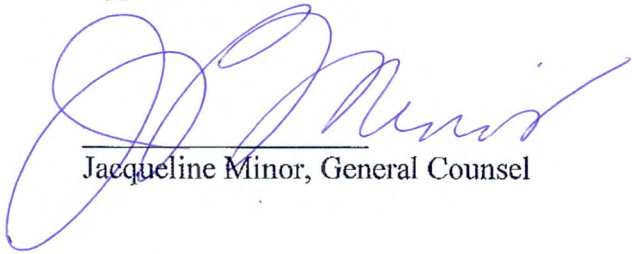
President, Board of Education  
Oakland Unified School District



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Superintendent and Secretary Board of Education  
Oakland Unified School District

Approved as to Form



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Jacqueline Minor, General Counsel

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By: