



**GARDINER CITY COUNCIL
AGENDA ITEM INFORMATION SHEET**



Meeting Date	06/16/2021	Department	City Council
Agenda Item	4.a) Discussion with Don Gerrish, consultant for the city manager search.		
Est. Cost			

Background Information

Mr. Gerrish will be available to Gardiner City Councilors to discuss the plans for the search for a permanent city manager. The executed contract is attached to this agenda item.

Requested Action	Discuss action steps to begin the search for a Gardiner City Manager.
City Manager and/or Finance Review	
Council Vote/ Action Taken	
Departmental Follow-Up	

City Clerk Use Only	1 st Reading _____	Advertised _____	EFFECTIVE DATE _____
	2 nd Reading _____	Advertised _____ w/in 15 Days	
	Final to Dept _____	Updated Book _____	Online _____



**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF GARDINER, MAINE AND
EATON PEABODY CONSULTING GROUP**

This Agreement is made on this 8th day of June 2021 by and between the City of Gardiner, Maine (hereinafter "Client") and Eaton Peabody Consulting Group (hereinafter "EPCG").

The Client and EPCG agree as follows:

1. Scope of Services. EPCG staff will provide assistance to the Client in the recruitment of a new City Manager (the "Project"). The recruitment process will include:
 - developing an overall recruitment strategy and process with the City Council;
 - assisting the City Council in determining the essential skills and experiences required for its next City Manager to assist with the issues and challenges facing Gardiner;
 - determining, with City Council, the process and timeline that will be used in the search and who else, if anyone, will be included in the actual interviews;
 - developing a format that allows citizens and employees to have input into the personal characteristics, education, traits, and experience that the new City Manager should possess;
 - preparing a draft employment advertisement for review by the; City Council
 - determining, with the, where and City Council in what media to advertise (i.e. nationally, regionally, locally, internet and/or newspapers);
 - receiving and reviewing all applications, including performing initial investigation of the applicants, preparing information packets on applicants, and assisting the City Council regarding suitable applicants to interview;
 - scheduling all interviews, assisting with suggested questions, and participating in the interviews as an observer;
 - after the City Council has selected the finalist(s), doing complete background checks on the top candidate(s) and scheduling second interviews and providing questions if necessary;
 - being available to answer any questions and assist the City Council in its evaluations and selection; and
 - assisting in contract negotiations for the terms of employment with the selected candidate, if requested by the City Council.

2. Term of Agreement. EPCG is available to begin work on this Project upon return of this signed Professional Services Agreement and services will continue until such time as a new City Manager is named and starts work, or until such time as it is terminated in accordance with Section 6 of this Agreement.

3. Compensation. Professional services will be billed for a flat fee of \$6,000, plus reimbursement of direct expenses such as mileage, printing, advertising expenses and other reasonable expenses incurred. Invoices for professional services rendered and expenses incurred will be sent upon completion of the Project. Payment is due upon receipt of an invoice and is current if paid within 30 days, and shall be subject to a late charge of 1½% per month on amounts past due.
4. Insurance/Indemnification. EPCG carries workers compensation insurance coverage for its employees and requires sub-contractors to carry workers compensation insurance. EPCG also has in force general liability insurance of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. EPCG agrees to the fullest extent permitted by law to indemnify and hold harmless the Client and its officers, agents and employees from and against all claims, damages, losses and expenses arising out of or resulting from the negligent performance of work by EPCG, its officers, agents or employees, under this Agreement.
5. Conflict of Interest. EPCG agrees to inform the Client of any assignments that may create a conflict of interest. Should the Client determine that a conflict exists, it shall notify EPCG of its determination. Should EPCG choose to undertake work determined to be a conflict of interest, Client shall have the right to terminate this Agreement with written notice to EPCG as provided in Section 6 of this Agreement.
6. Termination. Client may terminate this Agreement at any time with written notice of such termination to EPCG. EPCG shall be compensated for all services rendered up to the date of receipt of written notification of termination.
7. Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if sent by First Class mail addressed as follows, or such other address as they may designate from time to time:

If to Client: Patricia Hart, Mayor
 City of Gardiner
 6 Church Street
 Gardiner, Maine 04345

If to EPCG: William V. Ferdinand, Jr.
 Eaton Peabody
 77 Sewall Street, Suite 3000
 Augusta, ME 04330

8. Amendment. Both parties to this Agreement understand the current assumptions supporting this Agreement may change and that the parties must therefore exhibit flexibility, including a


willingness to entertain and execute amendments. Amendments can only be executed with the mutual consent of the parties to this Agreement.

9. Disclaimer. EPCG is a wholly owned subsidiary of the law firm of Eaton Peabody. EPCG is not engaged in the practice of law and does not provide legal advice or services.
10. Assignment. Neither party shall assign this Agreement without the prior written consent of the other party.


In witness whereof, Client and EPCG have each caused this Agreement to be signed by their duly authorized representatives.

CITY OF GARDINER

EATON PEABODY CONSULTING GROUP



By: Patricia Hart, Mayor
Its: Gardiner City Council



By: William V. Ferdinand, Jr.
duly authorized