

The City of Durant encourages participation from all its citizens. If participation at any public meeting is not possible due to a disability, notification to the City Clerk at least 48 hours prior to the scheduled meeting is encouraged in order to make the necessary accommodations. The City of Durant may waive the 48-hour rule if interpreters for the deaf (signing) or translation services for limited English proficient (LEP) individuals are not the necessary accommodation.

DURANT CITY COUNCIL

6:00 PM

**Roscoe J. Hatfield
Council Chambers
300 West Evergreen
Durant, Oklahoma
SPECIAL AGENDA**

August 24, 2023

CALL TO ORDER

INVOCATION/FLAG SALUTE

ROLL CALL

ORDER OF BUSINESS

1. Administration

- a. Consider Approval of Contract for Professional Services Between City of Durant and Oklahoma Municipal Management Services for Executive Search Services for City Manager (C-2023-60)

ADJOURNMENT

CERTIFICATE

This is to certify that in conformity with the Oklahoma Open Meeting Act, public notice of the date, time and place of this meeting was filed with the City Clerk of Durant on the 21st day of August, 2023 and that an agenda of said meeting was posted at the place of such meeting at 2:10 p.m. on the 22nd day of August, 2023.



Cynthia J. Price, City of Durant



The City of Durant

Memorandum

Date: 8/24/2023
To: Mayor and City Council
From:
Re: Administration

Council Information / Action Requested

City Staff Information / Action Follow-up, if Council authorizes this action:

ATTACHMENTS:



The City of Durant

Memorandum

Date: 8/24/2023
To: Mayor and City Council
From: Cynthia Price, City Clerk
Re: Consider Approval of Contract for Professional Services Between City of Durant and Oklahoma Municipal Management Services for Executive Search Services for City Manager (C-2023-60)

Bid was awarded by City Council to Oklahoma Municipal Management Services (OMMS) at the Special Called Meeting on August 21, 2023.

Council Information / Action Requested

Approval of Contract for Professional Services Between City of Durant and Oklahoma Municipal Management Services for Executive Search Services for City Manager (C-2023-60)

City Staff Information / Action Follow-up, if Council authorizes this action:

ATTACHMENTS:

1. C-2023-60 Contract for Professional Services Between City and Oklahoma Municipal Management Services (OMMS) for Executive Search Services for City Mgr

CONTRACT FOR PROFESSIONAL SERVICES

CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT FOR PROFESSIONAL SERVICES is made and entered on this ____ of _____, 2023, by and between the City of Durant, Oklahoma, a municipal corporation, located at 300 West Evergreen Street, Durant, Oklahoma, 74702-0578 (Client), and Oklahoma Municipal Management Services, a 74 O.S. § 1001, et seq, "Oklahoma Interlocal Cooperative" organization, located at 7633 East 63rd Place, Suite 507, Tulsa, Oklahoma, 74133 (OMMS).

WHEREAS, the Client wishes to retain the professional Executive Search Services of OMMS on the terms and conditions set forth herein, and OMMS wishes to provide such services.

NOW THEREFORE, the parties hereto agree as follows:

Scope of Services

OMMS will provide professional services in the area of an executive search for the position of City Manager. This contract includes a commitment by OMMS that all elements of the search process, services and conditions, listed in the proposal previously submitted to Client:

Proposal for Executive Search Services
City Manager, City of Durant

Term

This contract shall be effective on the date of approval by the Client and shall remain in effect for the period necessary for successful completion of the executive search process. The contract may be terminated upon thirty (30) days prior written notice to OMMS. If the Client terminates the contract, OMMS will then be entitled to any portion of the fee earned up to and including the date of termination.

Professional Service Fee

Professional Services Fee: \$16,900

1/3rd due at notice to proceed, 1/3rd due at the evaluation of semifinalist phase and the remainder due at completion of the interview process.

Expenses Not to Exceed: \$4,500

Expenses include professional recruitment brochure, advertising costs and candidate background checks on selected applicants.

NOTE: Travel costs for the selected candidates are not included in this proposal and, as such, would be the responsibility of the City of Durant.

**Oklahoma Municipal
Management Services**

The Client will mail payments, after proper invoicing, to the following address:

Oklahoma Municipal Management Services
3650 South Boulevard
Edmond, OK 73013

For reporting purposes, the tax identification number for OMMS is 83-1296936.

The fixed professional fee for this recruitment process anticipates no more than five (5) on-site visits. Additional work related to the executive recruitment process, and as specifically requested by the Client, which is outside the scope of this project (i.e., additional on-site visits), will include an additional fee and will be billed at a daily rate of \$375.00 plus reasonable expenses.

Additional Placements

If candidates from this executive recruitment process are selected for another position by the Client, within six (6) months of the recruitment process, a \$5,000.00 lump sum fee will be due and payable to OMMS.

Guarantee

OMMS commits to remain with this recruitment assignment, until the Client has made an initial appointment, for the fee and tasks listed in the proposal.

Devotion of Time

OMMS shall devote such time, to the performance of its duties under this contract, as is necessary for the completion of the project.

Notice

All notices, except payments, hereunder shall be in writing and deemed to have been given when delivered, transmitted by first class, registered or certified mail, postage prepaid and addressed as follows:

If to Client:

City of Durant
ATTN: Mayor Tucker
PO Box 578
Durant, OK 74702-0578

If to OMMS:

Oklahoma Municipal Management Services
ATTN: Executive Director
7633 East 63rd Place, Suite 507
Tulsa, OK 74133

Entire Contract

This contract supersedes any and all other contracts, either oral or in writing, between the parties hereto, with respect to the subject matter hereof, and no other agreement, contract, statement or promise relating to the subject matter of this contract, that is not contained herein, shall be valid or binding.

**Oklahoma Municipal
Management Services**

Amendment

This contract may be amended only by the mutual written agreement of the parties and such written amendment shall become incorporated into the contract once executed by the Client and OMMS.

Legal Construction

In case any one or more of the provisions contained in this contract shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, unenforceability shall not affect any other provisions thereof and this contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Counterparts

This contract may be executed in counterparts; each such counterpart shall be deemed an original and when taken together with other signed counterparts, shall constitute one contract.

Controlling Law and Venue

All disputes regarding the construction, interpretation, and the parties' rights and obligations under this contract will be governed by the laws of the State of Oklahoma without regard to any conflicts of law provisions. The parties agree to submit to the exclusive venue and jurisdiction of the State of Oklahoma, in District Court, Bryan County, State of Oklahoma.

IN WITNESS WHEREOF, the Durant City Council has appropriated sufficient funds to satisfy the terms and conditions of this contract and executed it on behalf of its Mayor and attested to by the City Clerk, and the OMMS Executive Director has signed and executed this contract, which becomes effective commencing the _____ day of _____, 2023.

ATTESTED AND SEALED:

CITY OF DURANT, OKLAHOMA:

Cynthia Price, City Clerk

Martin Tucker, Mayor

APPROVED AS TO FORM:

OMMS:

Thomas Marcum, City Attorney

Steve Whitlock, Executive Director

**Oklahoma Municipal
Management Services**