



City of Ketchum

January 17, 2023

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

**Recommendation to Approve a Revised Contract with Best Day HR for  
Professional Services Related to Recruitment Services for Public Works Director**

Recommendation and Summary

Staff is recommending a revised contract with Best Day HR to assist with the recruitment of a Public Works Director. Best Day HR assisted the city in two previous searches, however, both finalist candidates withdrew at the end of the process. In the previous contract, Best Day was not compensated until the candidate accepted the position. Best Day is now requesting a more traditional compensation structure for recruitment services.

**"I move to approve Contract #23054 with Best Day HR."**

The reasons for the recommendation are as follows:

- Best Day HR has completed similar efforts for Idaho public employers and poses the proper network of potential candidates
- The compensation structure is reasonable as it a blended model of a fixed fee should the search not be successful; and a percentage of candidate's compensation should a successful candidate accepting the position.

Sustainability Impact

The Public Works Director will serve as the city's lead resource on all sustainability matters.

Financial Requirement/Impact

The attached contract outlines the city will compensate the contractor for direct expenses related to national and regional advertisement costs; set fee if search is unsuccessful; and 17.5% of starting salary should the candidate accept the city's offer. This contract can be funded via the savings from the vacant position.

Attachments

Contract #23054  
Purchase Order

**INDEPENDENT CONTRACTOR AGREEMENT  
RECRUITING SERVICES**

THIS INDEPENDENT CONTRACTOR AGREEMENT is made and effective between the CITY OF KETCHUM, IDAHO, a municipal corporation (hereinafter referred to as "City") and BestDayHR (hereinafter referred to as "BDHR").

RECITALS

WHEREAS, The City wishes to contract with BDHR for recruitment of a Public Works Director for the City; and

WHEREAS, BDHR wishes to contract with the City to provide recruitment efforts of a Public Works Director for the City;

NOW THEREFORE, it is agreed as follows:

1. **TERM OF AGREEMENT.** The term of this agreement shall commence on the agreement's effective date and shall be in full force and effect until a qualified Director is hired or until one of the parties gives the other party sixty (60) days written notice of their intent to end the Agreement. The Agreement may be extended by mutual agreement.
2. **SCOPE OF WORK.** BDHR will provide recruitment assistance to the City in search of a Public Works Director. Such work will consist of:
  - a. Assessment of the City's job description, compensation package, team dynamics details, organizational culture components, the uniqueness of living in the Ketchum area
  - b. Creation of job announcements and postings and package information for the City's website
  - c. Recruitment efforts via trade sites, job boards and professional networks
  - d. Screening of candidates via resume review and initial interviews
  - e. Recommendation of candidates
3. **AMOUNT AND METHOD OF PAYMENT.** The City agrees to pay BDHR for services rendered under this agreement as follows:
  - a. The City of Ketchum will be responsible for fees associated with postings on various job boards and trade sites, regardless if a position is ever secured. The City approves an initial amount not to exceed \$5,000 for BDHR's use for posting on various job boards, trade sites, and other recruitment costs. BDHR will support all expenditures with receipts in a form acceptable to the City. If additional funds are needed, this will be discussed and approved through the City before any additional costs are incurred.

- b. BDHR will invoice the City for costs related to creating marketing and recruitment materials as that work is completed, regardless if a position is ever secured.
  - c. In the event travel is required to fulfill BDHR's responsibilities under this Agreement, BDHR will invoice the City for reasonable travel costs (airfare, hotel, ground transportation, parking, meals) and will provide receipts to support all expenditures in a form acceptable to the City for these reimbursable expenses. The City also agrees that BDHR will charge the City an hourly rate of \$175 per hour for travel. Before any travel related expenses are incurred BDHR will receive approval from the City to incur such expenditures.
  - d. The City of Ketchum will be responsible for costs associated with background checks.
  - e. The City agrees to lock down, in writing, the hiring pay range that BDHR is to utilize for the candidate search and communication.
  - f. Once a candidate is selected and has accepted the written offer, the City will pay BDHR 17.50% of the first year's salary for the position.
  - g. If, for any reason, a qualified Director cannot be hired, or the City gives BDHR written notice of their intent to end the Agreement, a minimum fee of \$5,000 will be paid to BDHR.
4. WORKERS' COMPENSATION. BDHR shall provide and be solely responsible for Workers' Compensation coverage to its employees.
5. EQUAL OPPORTUNITY EMPLOYER. BDHR agrees that it shall not discriminate against any employee or applicant for employment on the basis of race, religion, national origin, age, gender or disability.
6. CANCELLATION. Should one party default in performance of any promise, condition, or covenant herein, the other party shall have the right to cancel this Agreement upon fifteen (15) days written notice.
7. INDEPENDENT CONTRACTOR RELATIONSHIP: Contractor is not an employee, servant, agent, partner, or joint venture of the City. The City shall determine the work to be done by Contractor, but Contractor shall determine the legal means by which it accomplishes the work specified by the City. This Agreement shall not be construed to create any employer-employee relationship between the City and Contractor.
8. ATTORNEY'S FEES. Should either party default in performance of any promise, condition, or covenant in this Agreement, said defaulting party shall pay all costs and expenses incurred, including reasonable attorney's fees, by the other party.
9. DISCLAIMER. That there are no verbal promises, implied promises, representation, covenants, or warranties not set forth in writing in this Agreement, and no modification

of this Agreement shall be binding unless evidenced in writing signed by the parties hereto.

10. ASSIGNMENT. This Agreement shall not be transferred, assigned, or hypothecated by either party without the prior written consent of the other.

11. MISCELLANEOUS PROVISIONS.

- a. The headings in this Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provision hereof.
- b. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.
- c. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall both preclude or waive its rights to use or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.
- d. This Agreement and the terms and provision hereof shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.
- e. This Agreement contains the entire Agreement between the parties respecting the matters herein set forth and supersedes all prior Agreements between the parties hereto respecting such matters.
- f. This Agreement shall be construed in accordance with the laws of the State of Idaho.
- g. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed any original, but all of which together shall constitute one and the same instrument.
- h. No presumption shall exist in favor of or against any party to this Agreement as a result of the drafting and preparation of the document.
- i. No waiver of any breach by either party of the terms of this Agreement shall be deemed a waiver of any subsequent breach of the Agreement.

EFFECTIVE DATE: January 18, 2023

AGREED:

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David Jeppson  
BestDayHR

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Mayor Neil Bradshaw  
City of Ketchum

ATTEST:

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Trent Donat, City Clerk



**CITY OF KETCHUM**  
 PO BOX 2315 \* 191 5TH ST. \* KETCHUM, ID 83340  
 Administration 208-726-3841 (fax) 208-726-8234

**PURCHASE ORDER**  
 BUDGETED ITEM? \_\_\_ Yes \_\_\_ No

**PURCHASE ORDER - NUMBER: 23054**

<b>To:</b> 5769 BEST DAY HR 2588 EAST BOOMER LANE BOISE ID 83714-9537	<b>Ship to:</b> CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
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P. O. Date	Created By	Requested By	Department	Req Number	Terms
01/12/2023	kchoma	kchoma		0	

Quantity	Description	Unit Price	Total
1.00	PUBLIC WORKS DIRECTOR RECRUITMENT 01-4193-8802	5,000.00	5,000.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		5,000.00

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 Authorized Signature