



EDWARD J. COLLINS, JR. CENTER FOR PUBLIC MANAGEMENT
JOHN W. MCCORMACK GRADUATE SCHOOL OF POLICY AND GLOBAL STUDIES
UNIVERSITY OF MASSACHUSETTS BOSTON

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PROFESSIONAL SERVICE AGREEMENT
Town of Randolph, MA
Recruitment Services – Town Manager Search

This Professional Service Agreement (“Agreement”) is made as of this 13th day of July, 2026 (“Effective Date”) between the Town of Randolph, MA, (“Town”), and the University of Massachusetts (“UMass Boston”), represented by its Edward J. Collins, Jr. Center for Public Management (“Center”), having an address of 100 Morrissey Blvd, Boston, MA 02125-3393 (“the Parties”).

The Center has technical expertise, resources, and capacity available to it, and the Town wishes to engage the Center to provide the Town with technical services. UMass Boston has determined that the proposed services to be provided are consistent with its research, economic development, educational, and public service missions.

Therefore, the Parties hereto mutually agree as follows:

1. Professional Services. The Center agrees to provide the professional services described in Exhibit A, which is attached hereto and incorporated herein by reference (“Services”). Trained personnel or sub-consultants of the Center shall render the Professional Services.
2. Term. The Center will use reasonable efforts to provide the Professional Services during the period from the date of this Agreement until June 30, 2027. Unless the parties agree to extend the term in writing, this Agreement shall expire at the end of the term or upon the completion of the Professional Services, whichever shall first occur.
3. Confidentiality/Privacy. The Center shall comply with all applicable state and federal laws and regulations relating to confidentiality and privacy. Notwithstanding the foregoing, the Center as part of the University of Massachusetts, is subject to the provisions of the Massachusetts Public Records Law.
4. Payments. The Town agrees to pay to UMass Boston an all-inclusive fee of \$15,000 for these services. This cost shall include all Center staff time and overhead. The Center will invoice the Town as follows:
 - \$7,500 on issuance of Profiles
 - \$7,500 at completion of Project

The Town agrees to make payments upon receipt of invoices. The Center reserves the right to discontinue work if the Town fails to pay invoices within thirty (30) days of receipt. Payments shall be made to “University of Massachusetts Boston” and shall be sent to:

Edward J. Collins Jr. Center for Public Management
University of Massachusetts Boston
100 Morrissey Blvd.
Boston, MA 02125-3393
Attn: Robert O’Keefe

5. Warranty Disclaimer. The Center shall perform the Services in a professional and workmanlike manner. The Center shall endeavor to perform the Services within the schedule set forth herein but is not liable for failure to meet the schedule. The foregoing warranties are in lieu of all other warranties, express, implied or statutory, including without limitation any implied or express warranties of merchantability, fitness for a particular purpose, or non-infringement of a patent or other intellectual property right.

6. Limitation of Liability. In no event shall UMass Boston be liable for any loss of profits, loss of use, loss of data, or costs to cover indirect, special, exemplary, punitive, incidental or consequential damages of any kind in connection with or arising out of this Agreement or the Services, even if UMass Boston has been advised of the possibility of those damages. Notwithstanding the foregoing, in no event shall its liability arising out of this Agreement or relating to the Services exceed the amounts actually paid.

UMass Boston, as an agency of the Commonwealth, does not have the authority to and shall not indemnify any entity. UMass Boston agrees to pay subject to the Massachusetts Tort Claims Act, M.G.L. c. 258, for any loss, liability or expense, which arises out of or relates to UMass Boston's negligent acts or omissions with respect to its obligations hereunder, where a final determination of liability on the part of UMass Boston is established by a court of law or where settlement has been agreed to by UMass Boston. This provision shall not be construed to limit UMass Boston's rights, claims or defenses which arise as a matter of law or pursuant to any other provision of this Agreement. This provision shall not be construed to limit the sovereign immunity of UMass Boston.

7. Use of Names. The Town agrees that it will not utilize the name or seal of the University in any advertising promotional material or publicity, without the express written consent of UMass Boston. Reciprocally, UMass Boston will not utilize the name or corporate seal of the Town in any advertising promotional material or publicity, without the express written consent of the Town.

8. Termination. This Agreement may be terminated by either of the Parties upon thirty (30) days written notice of termination to the other. If either of the Parties defaults in the performance of any of its material obligations under this Agreement, then the non-defaulting party may give written notice of the default to the defaulting party. Unless the default is corrected within thirty (30) days after the notice, the notifying party may terminate this Agreement immediately upon written notice. Upon termination of this Agreement by either party, UMass Boston will be reimbursed for all costs and non-cancelable commitments incurred in performance of the Professional Services prior to the date of termination in any amount not to exceed the total commitment set forth in Section 4 of this Agreement. Provided, however, that if professional services are not complete, then UMass Boston will return any pro rata share of payment to the Town not otherwise expended, to the extent permissible.

9. Survival. The obligations of the parties under Sections 3, 4, 5, 6, 7, 8, and 9 survive termination of this Agreement.

10. Independent Contractor. Nothing contained in this Agreement shall be construed to constitute the Center or UMass Boston as a partner, joint venturer, employee, or agent of the Town, nor shall either party have the authority to bind the other in any respect, it being intended that each shall remain responsible for its own actions.

11. Governing Law. This Agreement is governed by the laws of the Commonwealth of Massachusetts without regard to any choice of law rules. The Parties agree to exclusive jurisdiction and venue in the Massachusetts Superior Court in Suffolk County.

12. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the Services, supersedes all prior oral and written agreements with respect to the subject matter, and can be modified only by a written instrument signed by both of the Parties which references this Agreement.

UMass Boston and the Town have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Town of Randolph

By: _____
Ryan Egan – Town Council President

By: _____
Richard Brewer, Jr. –
Town Council Vice President

By: _____
Christos Alexopoulos – Councilor

By: _____
James F. Burgess, Jr. – Councilor

By: _____
Natacha Clerger – Councilor

By: _____
Jesse Gordon – Councilor

By: _____
Katrina Huff-Larmond – Councilor

By: _____
Kevin O'Connell – Councilor

By: _____
Brandon Thompson – Councilor

By: _____
Brian Howard
Randolph Town Manager

UMass Boston

BY: 
Michael Ward, Director

BY: _____
Shala Bonyun, Associate Director of ORSP

Exhibit A: Scope of Services

How the Collins Center Will Assist the Town to Recruit a Town Manager

The Collins Center will work with the Town to understand the most critical issues the Town is facing, as well as the culture and the leadership styles that would be best suited to move the Town forward.

In implementing this approach, the Center will:

- Carefully consider the challenges a new Town Manager will face in the short and long term.
- Using existing materials and input from stakeholders, develop a Profile of the community and the Town Manager position with particular attention to identifying the Town's priority issues and the professional experience and personal qualities needed to succeed.
- Confirm and refine the schedule for this project to meet the Town's specific requirements. Most recruitments take approximately three to four months from the date the engagement begins.
- Build a competitive pool of candidates utilizing the Center's extensive network, traditional advertising, and targeted outreach.
- Working closely with a screening committee to perform initial screening and preliminary interviews, and
- Support the Council throughout the Town Manager selection process.

Project Approach

The following information is provided to illustrate the Center's approach to executive recruitment and what it believes are successful outcomes of each stage of a search. The Center believes that a significant risk in selection is choosing the best person from a mediocre pool of candidates. The Center's primary effort is directed at giving its clients a pool of well-qualified candidates, thereby reducing this risk.

Task One: Understanding the Town and Preparing a Profile

The recruitment team begins the search with a simple question. What criteria would the organization use to determine that the appointment was successful? The Center will compile information about the challenges and opportunities for the Town and the Town Manager, as well as learning what the Town Council believes are the ideal characteristics for the next Town Manager. The methodology used to gather information to create a Profile is comprehensive. Each member of the Town Council will be interviewed

individually. The questions asked in each of the meetings will be focused on the following:

- What great things about the Town should the Profile highlight?
- What are the challenges facing the Town in the next 3 – 5 years?
- What challenges will the next Town Manager face?
- What characteristics, education, and experience should the next Town Manager possess?

Outcome: A Profile will be prepared for approval by the Town Council. Once approved by the Council, the recruitment will commence using the Profile as a marketing tool for the position.

Task Two: Networking and Recruitment of Candidates

The position will be advertised with the MMA and other targeted organizations, which is typical. However, at the same time, the recruitment team engages in extensive direct networking and recruiting using the Center's broad network and personal contacts. Often the best person for a job is not looking for a job, which is why our direct networking is a critical part of the process. The Center's approach is to find candidates that have faced challenges that are of similar magnitude and complexity to those faced by the town. The Collins Center will forward all resumes to the Screening Committee.

Outcome: At the conclusion of networking, the Center will compile resumes to be presented to the Screening Committee and recommend candidates who best meet the needs of the Town. The screening committee will receive copies of all resumes submitted.

Task Three: Screening, and Presentation of Paper Candidates

The Council will select the screening committee in accordance with any local Charter provisions. The Collins Center is able to help guide the Town Council with ideas for the committee composition. The Council will be provided with a sample Screening Committee Charge to guide the work of the Committee.

While the position is being posted, the Collins Center will meet with the Screening Committee to plan the review process. The Collins Center will provide guidance to the Screening Committee on issues of confidentiality and avoiding social media searches. The Collins Center will assist the Screening Committee to establish a set of standardized questions to be asked of all candidates, in accordance with MCAD guidelines and will work with the Screening Committee to determine the method of interviews. The questions will be finalized by the Screening Committee prior to the review of applications.

After the resume deadline (or date of review) the Collins Center will provide a confidential link to Screening

Committee members including all resumes received. The Center does not screen out any candidates. The Center facilitates the work of the Screening Committee in accordance with the Contract with the Town and the Charge given to the Screening Committee.

The Center recommends and uses a consensus approach to deliberations of candidates to determine which candidates to invite for a preliminary screening interview. Doing so encourages discussion and allows for support of those candidates moving forward without a “score” and enables candidates from non-traditional and diverse backgrounds to be evaluated fairly.

Outcome. Candidates to be invited for a preliminary interview will be identified.

Task Four: Preliminary Interviews

After candidates are selected for a preliminary interview, the recruitment team will schedule and facilitate the preliminary interviews with the Screening Committee. At the conclusion of the interviews the recruitment team will facilitate the deliberations to identify potential finalists. Similar to the review of resumes, a consensus approach is taken to determine which candidates to advance.

Outcome: Screening committee will identify tentative finalists.

Task Five: Reference Checking

Reference checks of tentative finalists are extremely thorough. The recruitment team will speak with employers, professional peers, and subordinates, systematically posing the same questions to references for each potential finalist.

Outcome: Presentation of qualified well-vetted candidates to the Town Council

Task Six: Guidance on Final Interview and Selection

The recruitment team will help the Town Council plan the final interview process by providing guidance with the process and structuring the discussion, questions, and format. While the recruitment team is available to work to clarify issues, establish a framework, and facilitate communication, negotiating the conditions of employment is the sole responsibility of the Town and the Town Council. The Center can assist the Town with a CORI check, if necessary.

Outcome: A well-organized final interview and selection process.

Timeline

The estimated timeline for the recruitment is three to four months. The cause of most delay is scheduling meetings with the Screening Committee. Often the people most willing to serve on a committee are the ones with the busiest schedules.

Month 1	Interviews/meetings with Town Council Development and approval of the Profile Placement of advertisement and begin recruitment
Month 2	Recruitment, Networking, Outreach Meet with Screening Committee to establish process; set dates; determine questions Compile resumes for Screening Committee Distribute application materials to Screening Committee Meet with Screening Committee members to determine candidates to invite for interviews
Month 3	Interview candidates for preliminary interviews with screening committee Perform reference checks
Month 4	Finalists announced and interviewed by Town Council

Quote for Professional Fees, Expenses and Payment Schedule

The all-inclusive professional fee is \$15,000. The fee does not include screening committee expenses, such as food and refreshments, or any candidate expenses. The payment schedule is as follows:

- \$7,500 on issuance of Profiles
- \$7,500 at completion of Project