

**CONTRACT FOR EXECUTIVE SEARCH SERVICES**

THIS CONTRACT is entered into this 27<sup>th</sup> day of February, 2020, by the CITY OF GAINESVILLE, FLORIDA, a municipal corporation (“CITY”), and GOVHR USA, LLC, an Illinois limited liability company registered to do business in Florida (“CONTRACTOR”).

The parties in consideration of the mutual covenants recited below agree as follows:

1. The CONTRACTOR shall furnish the Executive Search Services as provided by the following enumerated Specifications and Documents (“Contract Documents”), attached and made a part of this Contract described in the Request for Qualifications referenced below:

- a. This Contract
- b. Addendum No. 1 issued March 28, 2019
- c. City of Gainesville Request for Qualifications RFQ No. HRDX-190032-GD dated March 13, 2019
- d. GovHR USA, LLC Proposal, including Price Proposal, dated April 8, 2019

In the event of conflict or inconsistency between in the Contract Documents, the order of precedence for interpretation shall be the order in which the Contract Documents are listed above. Conflict or inconsistency within a particular contract document shall be resolved by having the more specific reference to the matter prevail.

2. The Contract shall commence upon execution and shall continue for a period of three (3) years, unless earlier terminated in accordance with paragraph 12, below. However, the parties may agree to extend the term of this Contract for three (3) additional one-year periods.

3. The CITY shall pay the CONTRACTOR a Recruitment Fee in the fixed amount of Fifteen Thousand Dollars (\$15,000.00) for each recruitment, plus reimbursable actual Recruitment Expenses not to exceed \$4,500.00 and Advertising costs not to exceed \$2,500.00, as such reimbursement categories are described in the Price Proposal. CONSULTANT’s travel (beyond the planned four visits per recruitment) shall reimbursed by the CITY in accordance with the CITY’s travel policies for its employees. Payment of the Recruitment Fee shall be phased in the manner stated in the Price Proposal. The CITY shall pay the CONTRACTOR the sums due, as described above, within 45 days of receipt of verified invoice. The above compensation does not include travel for candidates, which shall be the CITY’s responsibility if the CITY chooses to pay for candidates’ travel.

4. This Contract provides for the performance of Executive Search Services authorized by the CITY. The specific scope of services to be provided by CONTRACTOR for individual

CONTRACTOR, and only reimbursement of the CONTRACTOR's out-of-pocket expenses, not to exceed \$2,500.00.

4. Nothing in this Contract shall be construed to prohibit the CITY from awarding, authorizing, or directing work to be performed, whether identified in this Agreement or otherwise, to firms other than CONTRACTOR.

5. CONTRACTOR shall staff the projects with the team members identified in its Proposal as well as such other qualified individuals at CONTRACTOR's own expense as required to carry out and perform the Scope of Services of this Contract; in the event any such personnel discontinue employment with CONTRACTOR, CONTRACTOR shall promptly replace such personnel on CONTRACTOR's project team with individuals approved by CITY, in writing, which approval will not be unreasonably withheld. CONTRACTOR's project team members shall not be employees of or have any personal fiscal relationship with any employees or officials of the CITY. Failure of CONTRACTOR for any reason to staff projects under this Contract with qualified personnel to the extent necessary to perform the services required skillfully and promptly shall be cause for termination of this Contract.

6. CONTRACTOR shall perform all the services, and none of the work or services under this Contract shall be subcontracted without prior written approval of the CITY.

7. The CITY, for any reason, may request the removal of an individual from CONTRACTOR's project team. Any changes in personnel require mutual written consent of the parties.

8. TASK ASSIGNMENTS (Work Orders).

a. Task Assignments (for projects over \$25,000). All services to be performed having an amount greater than \$25,000 shall be authorized and performed in accordance with a written and jointly executed Task Assignment for each project for which services are requested. The Task Assignment shall reference this Contract and the terms of the Task Assignment shall supersede to the extent of any conflict with the Contract. A sample format for the Task Assignment is included as **Exhibit A**, attached hereto and incorporated. Each Task Assignment shall consist of the scope of work to be performed by CONTRACTOR, project schedule, deliverables, any specific provisions and the signatures of authorized representatives of the CITY and CONTRACTOR agreeing to the provisions of the Task Assignment. The CITY will assign

projects based upon CONTRACTOR's experience in a given area, ability to meet the time constraints of a given project and/or CONTRACTOR's current workload.

b. Purchase Orders (for projects of \$25,000 or less). Services to be performed having an amount of less than or equal to \$25,000 may be authorized by the CITY with a Purchase Order, which shall reference this Contract and the terms of this Contract shall supersede any conflicting terms contained within said Purchase Order. The CONTRACTOR will prepare a letter proposal that itemizes the major scope tasks and fee.

c. Upon request by the CITY, CONTRACTOR shall submit to the CITY Project Manager a written proposal, which shall include as appropriate, completion dates, estimated fees and expenses, deliverables and the specific tasks necessary to accomplish the particular project objective. The CITY shall then incorporate the proposal into a Task Assignment to be signed and executed by the parties. The proposal may be submitted to the CITY in Task Assignment format.

d. The CITY shall have the right to increase or reduce the scope of the services of CONTRACTOR hereunder at any time and for any reason, upon written notice to CONTRACTOR specifying the nature and extent of such reduction or increases. In the event of an addition to the scope of the services, CONTRACTOR shall be fully compensated for additional work as agreed upon by the CITY and CONTRACTOR. In the event of a reduction to the scope of services, CONTRACTOR shall be fully compensated for the work already performed, including payment of all necessary contract fee amounts due and payable hereunder prior to the receipt of written notification of such reduction in scope and shall be compensated for the work remaining to be done, as determined by the CITY. The work of revising documents as a result of reduction in scope of the project shall be compensated for as a change as provided in this Contract.

e. Time is of the essence. CONTRACTOR shall complete all assigned projects in accordance with the time of performance specified in the Task Assignment or change thereto.

9. Neither Party shall be considered in default of this Contract for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions, including without limitation, hurricanes; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other

labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either the CITY or CONTRACTOR under this Contract (except for the CONTRACTOR's license and authorizations to do business). Should such circumstances occur the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Contract. In such event, the CONTRACTOR's contract price and schedule shall be equitably adjusted, if impacted.

10. Compensation to CONTRACTOR for services performed shall be based on the rates in CONTRACTOR's Proposal to the RFQ #HRDX-190032-GD, dated March 13, 2019. The parties, based upon such rates, may agree to payment for services on a lump sum or "not to exceed" basis. The CITY shall pay the CONTRACTOR upon verified invoice within 45 days of receipt, as may be further specified in the Task Assignment or Purchase Order.

11. Except as otherwise provided herein, reports and other deliverables which CONTRACTOR prepares and delivers to the CITY pursuant to this Contract shall become the property of the CITY when CONTRACTOR has been compensated for services rendered. With the exception of work product developed in whole or in part by the CITY, nothing contained in this paragraph shall be construed as limiting or depriving CONTRACTOR from its rights to use its basic knowledge and skills to design or carry out other projects or work for itself or others, whether or not such other projects or work are similar to the work to be performed pursuant to this Contract.

12. Termination.

a. Termination for Convenience. CITY shall have the right to terminate the Contract, in whole or in part, without cause, upon ten (10) calendar days' written notice to CONTRACTOR. In the event of such termination for convenience, CONTRACTOR's recovery against CITY shall be limited to that portion of the contract price earned through the date of termination, together with any retainage withheld and direct and immediate termination expenses incurred, but CONTRACTOR shall not be entitled to any other or further recovery against CITY. Termination of the Contract or a portion thereof shall neither relieve the CONTRACTOR of its

responsibilities for the completed work nor shall it relieve its surety of its obligation for and concerning any just claim arising out of the work performed.

b. Termination for Default. CITY shall have the right to terminate the Contract, in whole or part, if CONTRACTOR fails to observe or perform or is guilty of a substantial violation of any provision of the Contract, after serving at least ten (10) calendar days' written notice to CONTRACTOR of CITY's intent to terminate and after such default shall continue unremedied for a period of ten days, may terminate the Contract without prejudice to any other rights or remedies it may have under this Contract. If, after default under this subsection, it is determined for any reason that CONTRACTOR was not in default, or that its default was excusable, or that CITY is not entitled to the remedies against CONTRACTOR provided herein, then CONTRACTOR's remedies against CITY shall be the same as and limited to those afforded CONTRACTOR pursuant to the subsection title Termination for Convenience which appears above.

13. CONTRACTOR shall be considered an independent contractor and as such shall not be entitled to any right or benefit to which CITY employees are or may be entitled to by reason of employment. Except as specifically noted in the Contract Documents, CONTRACTOR shall be solely responsible for the means, method, techniques, sequences, and procedures utilized by the CONTRACTOR in the full performance of the Contract Documents. CONTRACTOR understands and agrees that as an independent contractor, CONTRACTOR and its officers, agents and employees are not entitled to any wages or benefits due to CITY employees.

14. CONTRACTOR shall maintain the following insurance throughout the term of this Contract. CONTRACTOR shall furnish the CITY a certificate of insurance in a form acceptable to the CITY, which gives the CITY 30 days written notice (except the CITY will accept ten (10) days written notice for non-payment) prior to cancellation or material change in coverage, in the amounts as noted below:

Worker's Compensation Insurance providing coverage in compliance with Chapter 440, Florida Statutes.

Professional Liability Insurance in the amount of \$1,000,000 per occurrence (combined single limit for bodily injury and property damage).

Public Liability Insurance (other than automobile) consisting of broad form comprehensive general liability insurance including contractual coverage \$1,000,000 per occurrence (combined single limit for bodily injury and property damage). The City shall be an

additional insured on such Public Liability Insurance and the Contractor shall provide copies of endorsements naming the City as additional insured.

Automobile Liability Insurance Property Damage \$500,000 per occurrence (combined single limit for bodily injury and property damage).

15. This Contract shall be governed by and construed in accordance with the laws of the State of Florida, except for its conflict of laws provisions. In the event of any legal action under this Agreement, venue shall be in Alachua County, Florida for any State court action and Gainesville, Florida for any federal court action.

16. Florida has a very broad public records law and certain records of a contractor may be considered public records. Accordingly, by entering into an agreement with the CITY, CONTRACTOR must:

a. Keep and maintain public records required by the CITY to perform the service.

b. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the CITY.

d. Upon completion of the contract, transfer, at no cost to the CITY, all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If the CONTRACTOR transfers all public records to the CITY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, AUDREY GAINEY, (352) 334-5010, GAINAYAM@CITYOFGAINESVILLE.ORG, P.O. BOX 490 MAIL STATION 20, GAINESVILLE, FL 32627.**

17. Any notice required under this Contract shall be addressed as follows and delivered via US Post or express mail:

CITY  
City of Gainesville  
PO Box 490, Station 20  
Gainesville, FL 32627  
Attn: Audrey Gaaney

CONTRACTOR  
GovHR USA, LLC  
630 Dundee Rd, Suite 130  
Northbrook, IL 60062  
Attn: Judith Schmittens

18. Neither party will assign or transfer any interest in the Contract without prior written consent of the other party.

19. This Contract shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that both parties have substantially contributed to the preparation of this Contract.

20. If any provision of this Contract is declared void by a court of law, all other provisions will remain in full force and effect.

21. This Contract, together with the attached Contract Documents, constitutes the entire agreement between the parties. Any modification to the Contract shall only become effective on signed written agreement between the parties.

IN WITNESS WHEREOF the parties have executed this Contract on the day first above written in two counterparts, each of which shall without proof or accounting for the other counterparts be deemed an original contract.

Signature Page following:

CITY OF GAINESVILLE



Signature  
Lisa Jefferson

Printed Name  
Human Resources Director

Title  
Feb 27, 2020

Date

(SEAL) (If Corporation)  
GovHR USA, LLC



Signature  
Judith Schmittgens

Printed Name  
Corporate Secretary

Title  
Feb 11, 2020

Date

APPROVED AS TO FORM AND LEGALITY:



David C. Schwartz (Feb 11, 2020)

City Attorney