

**CONTRACT FOR EXECUTIVE SEARCH FIRM SERVICES
FOR CITY MANAGER**

THIS CONTRACT is entered into this 1ST day of July, 2019 between the CITY OF GAINESVILLE, a municipal corporation existing under the laws of the State of Florida (the "City") and Colin Philip Baenziger d/b/a as Colin Baenziger & Associates ("Contractor").

WHEREAS, the City requires the services of an experienced, well-qualified executive search firm to recruit, assess and screen, as stated herein, highly-qualified candidates for the City Manager position;

WHEREAS, the Contractor has extensive experience in conducting successful executive searches to fill critical executive/management level positions within large organizations, and is willing and able to perform executive search firm services as more specifically set forth herein.

NOW, THEREFORE, in consideration of the covenants, agreements and promises of the City and Contractor contained herein, it is agreed by and between the parties as follows:

ARTICLE I - Scope of Services

1. Develop recruitment materials that describe the City Manager position, the City organization, the community, and other pertinent information. Advise candidates that their submittals will be subject to disclosure under the Public Records Act.
2. Develop a timeline and strategy for recruitment. At a minimum, the Contractor shall perform an executive search and nationally advertise to identify highly-qualified, diverse candidates. The strategy for recruitment must include outreach efforts that ensure the inclusion of qualified candidates from diverse backgrounds.
3. Acknowledge receipt of candidates' application materials.
4. Review resumes and conduct initial screening of all candidates' applications utilizing the job criteria provided by the City, subject to final approval by the City Commission.
5. Within thirty (30) days from the date that this Contract is executed by the parties, Contractor shall provide to the City a list of all candidates that meet the minimum qualifications for the City Manager position, including the candidates' resumes as well as a list of at least three (3) recommended and fully developed candidates with information about each candidate, including the candidates' resumes; candidate data sheets; search metrics; a written summary detailing the candidate's qualifications and background.
6. Assist with the onsite portion of the selection process, including scheduling interviews and other onsite activities, developing interview questions or tests, and making travel arrangements.
7. Assist the City as needed in the selection of the finalist and negotiating the job offer with the finalist.
8. Provide notification to all candidates not selected for the position.
9. Ensure the selection process conforms to the law, as well as the City's hiring policies, procedures, and practices.
10. Work in close coordination with the City's Human Resources Department on all matters under this Contract, and respond to the City Manager or designee, as directed.

11. Respond to all candidates inquiries, including production of all correspondence throughout the recruitment process; and perform any administrative activity incidental to, required by and generally included as part of the service of a full executive recruitment.

12. Contractor will conduct reference checks and document the results in a final Reference Report. Contractor's reference checks consist of asking specific questions of selected references with regard to the facts of the candidate's career history. Contractor will also request confirmation from a third party vendor of each post-secondary degree that the candidate has earned from a U.S. or Canadian college or university, as well as confirmation of any state-sponsored professional licensure or certification required for the position held by the candidate (e.g., CPA, bar memberships), as represented by the candidate.

13. Standard of Care. The Contractor shall undertake services covered by this Contract using the requisite degree of skills necessary to produce an acceptable work product. The standard of care applicable to the Contractor's services will be the degree of skill and diligence normally employed by executive search firms performing the same or similar services.

ARTICLE II – Term

This Contract shall become effective upon execution and continue through December 10, 2019. Time is of the essence, and all services and deliverables shall be completed within the above time period.

ARTICLE III – Compensation

A. Service Fees and Expenses.

The City shall compensate the Contractor in the amount of Twenty Six Thousand Five Hundred Dollars (\$26,500.00) for the full and faithful performance of this Contract.

The compensation shall be payable upon completion of services as follows:

1. Needs Analysis / Information Gathering	\$ 3,000.00
2. Recruiting	\$11,000.00
3. Screening	\$10,000.00
4. Interview Process Coordination and Selection	\$ 1,500.00
5. Negotiation and Continuing Assistance	\$ 1,000.00

The City shall pay the Contractor the sums due, as described above, subject to City's receipt of a verified invoice.

B. In the event that the City is not satisfied with the candidates presented, or that no candidate from the initial recruitment enters into a service relationship with the City, the Contractor will continue to search for candidates and will perform all above-referenced services as needed to select and place a candidate, that is acceptable to the City, into service, until this Contract terminates and for no additional compensation to the Contractor, and only reimbursement of the Contractor's out-of-pocket expenses, not to exceed \$2,500.00. The Contractor's Pricing Proposal labeled "Attachment C – Pricing HRDX-190032-GD" is attached and incorporated, and Contractor shall be bound by the warranties and other provisions therein, except that to the extent of any conflict this Contract shall prevail.

ARTICLE IV - City Responsibilities

The City shall provide Contractor with the City Manager job criteria, as well as generally assist the Contractor in the selection process.

ARTICLE V - Miscellaneous

A. Records/Audit.

Contractor shall maintain records sufficient to document its completion of the scope of services established by this Contract. These records shall be subject at all reasonable time to review, inspect, copy and audit by persons duly authorized by the City. These records shall be kept for a minimum of three (3) years after completion of the Contract. Records which relate to any litigation, appeals or settlements of claims arising from performance of the Contract shall be made available until a final disposition has been made of such litigation, appeals or claims.

Florida has a very broad public records law. By entering into this Contract with the City, the Contractor acknowledges that it will comply with the Florida Public Records Act (Chapter 119, Florida Statutes). In complying with the Florida Public Records Act, the Contractor shall:

1. Keep and maintain public records required by the City to perform the service;
2. 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 this chapter or as otherwise provided by law;
3. Ensure that all 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; and
4. Upon completion of the Contract, transfer to the City, at no cost, 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 public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
5. Failure to comply with the Florida Public Records Act, including failure to provide a public record upon request, is a breach of this Contract between the City and the Contractor. The City may pursue all remedies for breach of this Contract.

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 TALENT ACQUISITION MANAGER AT 352-393-8707 OR gaineyam@cityofgainesville.org OR PO BOX 490, STATION 20, GAINESVILLE, FLORIDA 32627-0490.

B. Non-interference. The Contractor shall not approach the selected candidate for any other position as long as the person is employed with the City.

C. Termination. The Contract may be terminated by either party without cause upon thirty (30) days prior written notice to the other party. In the event of termination, the Contractor shall be compensated for services rendered up to and including the day of termination and shall provide to the City, within the thirty (30) notice period, all non-confidential records, information, documents and communications in its possession or control relating to the services performed under this Contract.

D. Non-assignability. Neither party will assign or transfer any interest in the Contract without prior written consent of the other party.

E. Applicable Law and Venue. This Contract shall be governed and interpreted by the laws of the State of Florida, except for its conflict of laws provisions, and venue shall be in the courts of Alachua County, Florida.

F. Independent Contractor. 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, Contractor shall be solely responsible for the means, method, techniques, sequences, and procedures utilized by the Contractor in the full performance of the Contract.

G. Entire Agreement. This Contract constitutes the entire agreement between the parties hereto with respect to the subject matter herein. Modifications of this Contract shall be in writing, signed by the parties, and incorporated as written amendments to the Contract prior to becoming effective.

H. Indemnification. The Contractor shall indemnify the City, its officials, agents and employees, and save it harmless from any and all suits, claims, actions, demands, fines, fees, expenses, penalties, proceedings, damages, liability and expense, including reasonable attorneys' fees, of any kind or nature arising or growing out of or in any way connected with Contractor's breach of performance of the Contract, whether by act, omission, negligence, or intentional wrongdoing of the Contractor, its agents, servants, employees or others.

I. Insurance. Contractor shall provide proof of insurance in the amounts below:

1. Workers' Compensation Insurance providing coverage in compliance with Chapter 440, Florida Statutes.
2. General Liability Insurance (other than automobile) consisting of broad form comprehensive general liability insurance including contractual coverage of \$1,000,000 per occurrence (combined single limit for bodily injury and property damage). The City shall be an additional insured on such General Liability Insurance upon its written request and the Contractor shall provide copies of endorsements naming the City as additional insured.
3. Automobile Liability Insurance consisting of property damage coverage of \$500,000 per occurrence (combined single limit for bodily injury and property damage).
4. The Contractor shall furnish the City a certificate of insurance in a form acceptable to the City or standard for the insurance required. Contractor will endeavor to provide City with thirty (30) days written notice (except the City will accept ten (10) days written notice for non-payment) prior to cancellation or material reduction in the above coverage amounts.

J. Sovereign Immunity. The Contractor and the City agree that nothing in this Contract shall be interpreted as a waiver of the City's sovereign immunity under 768.28, Florida Statutes.

K. Notice. Any notice, acceptance, request or approval from either party to the other party given or requested under the provisions of this Contract shall be in writing and either delivered personally or sent by certified or registered mail, return receipt requested, and shall be deemed to have been received upon delivery with signed proof of delivery. The City's representative and the Contractor's representative are as follows:

CITY: Talent Acquisition Manager, Audrey Gainey
222 East University Avenue
Gainesville, Florida 32601

CONTRACTOR: Colin Philip Baenziger d/b/a Colin Baenziger & Associates
2055 South Atlantic Avenue
Suite 504
Daytona Beach Shores, FL 32118

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IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed for the uses and purposes therein contained on the day and year first above written.

WITNESS

Jay M Robbins

Colin Baenziger & Associates

Colin Baenziger
By: Colin Baenziger, Owner & Principal
Date: August 2, 2019

WITNESS:

Andy Gay

CITY OF GAINESVILLE

Lisa Jefferson
By: *Lisa Jefferson*
Date: 8/7/2019

Approved as to form and legality:

[Signature]
By: City Attorney