



AGREEMENT

THIS AGREEMENT (Agreement") is made and entered into this ____ day of August 2023 by and between the **Augusta, Georgia** hereinafter referred to as the "City", Party of the first part, and **DEVELOPMENTAL ASSOCIATES, L.L.C.** hereinafter referred to as "Consultant", Party of the second part,

WITNESSETH

WHEREAS, and in consideration of the mutual benefits accruing to the Parties hereto, the Consultant hereby agree to perform, and City agrees to compensate Consultant for, all necessary professional consultant services to provide Recruitment, Screening, and Assessment Processes for the Position of City Administrator, as described in the proposal dated July 20, 2023 (RFP 23-850 Professional Services for Executive Recruiting Services), which is attached hereto and incorporated by reference herein (the "Proposal"), and upon the terms and conditions hereinafter provided:

1. That written Proposal is attached hereto and hereby made a part of this Agreement ("Proposal") and the services described in the Proposal are hereinafter referred to as "Scope of Services;" provided, however, that the parties acknowledge and agree that any and all completion dates set forth in the Proposal shall be adjusted by mutual written agreement of the Parties to take account of the date, if any, by which this Agreement is executed by both Parties.
2. Consultant shall prepare and present to the City a written summary of at least twelve (12) candidates with the most promising qualifications and experience. Consultant shall assist the City in evaluating these candidates and further identifying the top seven (7) candidates for serious consideration and interviews.
3. Consultant's compensation for the services outlined in the Scope of Services shall be \$31,750 for the recruitment, screening, and assessment process for City Administrator.

In addition to the foregoing compensation, the City may elect to (i) administer and analyze the EQi Assessment instrument for up to seven (7) candidates at a cost payable to Consultant of \$250 per candidate or a total cost of \$1250 payable to Consultant; and (ii) to provide coaching to the successful candidate and any internal candidate at a cost payable to Consultant of \$250 per candidate.

Litigation support, expert witness testimony, and depositions would be billed at an hourly rate of \$250 per hour unless Developmental Associates is responsible for losing a grievance or legal case. In that event, there would be no charge for litigation support.

4. Consultant shall not perform any work that is clearly beyond the "Scope of Services" unless and until such work has been authorized in writing by the City. Consultant's compensation for work that is clearly beyond the "Scope of Services" shall be at a negotiated rate and in this instance, payment shall be made upon certified billing and progress reports to be made monthly to the City by Consultant for work performed during the preceding month, with payment to be made by the City within thirty (30) days from receipt of such billing.
5. If any items in any invoices submitted by the Consultant are disputed by the City in good faith for any reason, including the lack of reasonable supporting documentation, City shall temporarily delete the item(s) and shall promptly notify Consultant of the dispute and request clarification and/or remedial action. After the dispute has been settled, the Consultant shall include the disputed item on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only. The undisputed portion of the invoices shall, however, be paid within the normal 30-day period.
6. The Consultant assume full responsibility for the payment of all assessments, payroll taxes, or contributions, whether State or Federal, as to all Consultant's employees engaged in the performance of work under this contract. In addition, the Consultant agree to pay any and all gross receipts, compensation, transaction, sales, use, or other taxes and assessments of whatever nature and kind levied or assessed as a consequence of the work performed or on the compensation paid under this contract; provided, however, that, in no event shall Consultant be responsible for payment of any taxes relating to the City's income.
7. Alterations, deletions, and/or additions to the terms and conditions of this contract may only be made by the mutual written consent of the parties.
8. Any term or condition of the Contract which by operation or existence is in conflict with applicable Local, State, or Federal Law shall be rendered void and inoperative. City and the Consultant agree to accept the remaining terms and conditions.
9. Should any part of this contract be declared unenforceable, all remaining sections shall remain in effect.
10. This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Georgia. Venue for any legal action resulting from this Agreement shall lie in Richmond County, Georgia.

11. Consultant hereby covenant and agree that they will not discriminate, with reference to work to be performed pursuant hereto, against any employee or applicants because of age, race, color, religion, sex, disability, sexual orientation, genetic information or national origin.
12. All data, materials, documents, notes, memoranda, intellectual property, and other information provided or disclosed by Consultant to City, or otherwise used by Consultant to provide or perform any Scope of Services, in connection with this Agreement shall be owned solely and exclusively by Consultant and shall constitute the confidential and proprietary information of Consultant for all purposes hereunder (all the foregoing, collectively, "Consultant's Confidential Information"). The City (i) shall neither copy, nor disclose nor distribute to any third party, any of Consultant's Confidential Information without Consultant's prior written consent and (ii) shall not use any such Consultant's Confidential Information, except to the extent permitted hereunder. The City's obligations under this Section 11 shall survive any termination or expiration of this Agreement, and promptly after any such termination or expiration, or upon any request by Consultant, the City shall return to Consultant all such Consultant's Confidential Information and all copies thereof. In no event shall the City acquire any ownership or other rights in any Consultant's Confidential Information, whether by implication or otherwise, except to the extent expressly set forth herein. Subject to the foregoing in this Section 11, Consultant shall make available to the City all data, notes and memoranda completed during the Scope of Services and upon completion of the services will forward to the City the results of the Scope of Services for its use.
13. This Agreement may be terminated by either party at any time and for any reason upon seven (7) days' prior written notice. Upon termination Consultant shall be entitled to payment only for the actual cost of the work completed in conformity with this Agreement and any other costs actually incurred as are permitted by this Agreement.
14. All claims, disputes, and other matters arising out of or relating to this Agreement or the breach hereof shall be governed by the laws of the State of Georgia.
15. Consultant agrees, on behalf of City, to comply with the requirements of the Fair Credit Reporting Act. Consultant agrees to give notice to and obtain written authorization from every applicant prior to conducting any background investigation on said applicant.
16. This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in three counterparts, each to be considered as an original by their authorized representative, this

_____ day of _____, 2023.

CONTRACTOR

AUGUSTA, GEORGIA

By: _____

By: _____

Name: _____

Name: Garnett L. Johnson

Title: Chief Executive Officer

Title: Mayor

ATTEST:

ATTEST:

By: _____

By: _____

Name: Lena Bonner

Title: Clerk of Commission