

AGREEMENT

This AGREEMENT, made as of this ____ day of July, 2016, by and between **THE MERCER GROUP, INC.** and **THE CITY OF DEBARY**, a municipal corporation.

WITNESSETH:

WHEREAS, the City of DeBary (hereinafter referred to as the "City") has expressed an interest in engaging the services of an executive recruiter to conduct a search for a City Manager for the City and

WHEREAS, on or about June 13, 2016, The Mercer Group, Inc. (hereinafter referred to as "Mercer") has submitted a proposal in response to the City's request (hereinafter, the "Proposal"); and

WHEREAS, the City has selected Mercer's Proposal as the proposal which best meets its needs and the City desires to hire Mercer to conduct the City's search for a new City Manager, and

WHEREAS, Mercer desires to assist the City in conducting the City's search for a City Manager.

NOW THEREFORE, in consideration of the following mutual covenants and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by all parties hereto, Mercer and the City hereby agree as follows:

1. Mercer agrees to provide services and support to the City in the conduct of the City's search for a City Manager. Mercer agrees to conduct the City's project in accordance with the Services, Timeline and Fees outlined in Section II of the Proposal. Mercer's Proposal, attached as Exhibit "A," is incorporated by reference and thus made a part of this Agreement. Background checks of finalists shall include credit check (including any history of bankruptcy), criminal history (including any status as a sex offender), driving history, employment verification, and education verification.
2. The City agrees to compensate Mercer for its services in the amount of \$14,750.00 for professional services, including all expenses, to conduct the search. Payments to Mercer are to be made as outlined in Mercer's Proposal to the City.
3. The City and Mercer both agree that this Agreement shall be governed by the laws of the State of Florida.
4. PUBLIC MEETINGS. As Mercer's role is to screen applications and make recommendations for the position of City Manager, Mercer acknowledges that it will not cause or facilitate any violation of Section 286.011, Florida Statutes.

Agreement, Continued:

5. PUBLIC RECORDS. Mercer shall comply with the requirements of Florida's Public Records law. In accordance with Section 119.0701, Florida Statutes, Mercer shall:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service under the contract;

(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 under Florida's Public Records 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 terms and following completion of the contract if Mercer does not transfer the records to the public agency; and

(d) Upon completion of the contract, transfer, at no cost, to the City all public records in the possession of Mercer or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the public agency upon completion of the contractor, 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 in a format that is compatible with the information technology system 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 CITY'S CUSTODIAN OF RECORDS AT: Warren Graham, City Clerk, City of DeBary, 16 Columba Road, DeBary, FL 32713; telephone 386-668-2040; email: wgraham@debary.org.

6. The City and Mercer both agree that in the event that any dispute arises between the parties, the complaining party shall promptly notify the other of the dispute in writing. Each party shall respond to the other party in writing within ten (10) working days of receipt of such notice.

7. The City and Mercer both agree that any amendments to this Agreement shall be made in writing, and executed by both parties. No proposed amendment which is not

in writing and executed by both parties shall affect the terms of this Agreement.

8. The parties shall have the right at either party's convenience to terminate this Agreement following five (5) days written notice to the affected party. Should either party terminate this Agreement the City shall only be obligated to pay Mercer for those services already provided as set forth on page 11 of the Proposal.

CITY OF DeBARY

BY: _____

ATTEST: _____

THE MERCER GROUP, INC.

BY: _____
W. D. Higginbotham, Jr.
Senior Vice President