



**CONTRACT FOR EXECUTIVE RECRUITMENT SERVICES
THE CITY OF PEORIA, ILLINOIS
and
GovHR USA, LLC**

The City of Peoria, Illinois ("City") agrees to retain GovHR USA, LLC ("GovHR") to conduct executive recruitment services for various high level executive positions as vacancies occur in accordance with the City's RFP #20-20 and GovHR's proposal dated September 4, 2020. The terms of the RFP and the proposal are incorporated herein and shall become a part of this contract ("Contract Documents").

Cost of Services. GovHR's proposal outlines three recruitment options: full-scope, limited scope and virtual. The City will direct GovHR as to which type of recruitment it desires for each position, and the cost will be based on the type of recruitment selected:

Full-Scope Recruitment: \$18,000 (\$16,500* recruitment fee; \$1,500 expenses) plus advertising and travel expenses, if any. Travel expenses are estimated at \$250 per trip, up to three trips. *If more than one Full-Scope recruitment is conducted within the contract term, GovHR will discount the recruitment fee \$1,000 for the second and subsequent recruitments. Second and subsequent recruitment fee will be \$15,500.

Limited Scope Recruitment: \$14,000 plus advertising and travel expenses, if any. Travel expenses estimated at \$250 per trip, up to two trips.

Virtual Recruitment: \$7,500 plus advertising.

Payment shall be in accordance with the terms outlined in the proposal.

Contract Term: The Contract shall commence upon execution and shall continue for a period of two years, unless terminated earlier in accordance with the Termination clause below. The parties may agree to extend the term of the Contract for an additional period; however, the cost of each recruitment option may increase upon renewal.

Change in Scope of Services. The City shall have the right to increase or reduce the scope of services of GovHR at any time for any reason, upon written notice to GovHR specifying the nature and extent of such reduction or increases. In the event of an addition to the scope of services, GovHR shall be fully compensated for additional work as agreed upon by the City and GovHR. In the event of a reduction to the scope of services, GovHR 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.

Termination. a). Without Cause. The City shall have the right to terminate the Contract, in whole or in part, without cause, upon ten (10) calendar days' written notice to GovHR. In the event of such termination for convenience, GovHR's recovery against the City shall be limited to that portion of the contract price earned through the date of termination, together with any direct and immediate terminations expenses incurred.

b). Termination for Default. The City shall have the right to terminate the Contract, in whole or in part, if GovHR 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 GovHR of the City's intent to terminate and after



such default shall continue unremedied for a period of ten days, and GovHR shall be entitled to recover only its actual expenses incurred up through the date of termination. If, after default under this subsection,

it is determined for any reason that GovHR was not in default, or that its default was excusable, then GovHR's remedies against the City shall be the same as and limited to those afforded to GovHR pursuant to the subsection title Termination Without Cause which appears above.

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

Insurance. GovHR shall maintain the following insurance throughout the term of this Contract. GovHR shall furnish the City a certificate of insurance in a form acceptable to the City, which names the City as an additional insured and gives the City 30 day written notice prior to cancellation or material change in coverage, in the amounts as noted below:

- Worker's Compensation Insurance coverage in compliance with Illinois Statutes.
- Commercial General Liability Insurance in the amount of \$1,000,000 per occurrence (combined single limit for bodily injury and property damage).
- Automobile Liability Insurance for Hired and Non-Owned Autos (combined single limit of \$1,000,000).
- Umbrella Liability Insurance in the amount of \$4,000,000.

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

City of Peoria
419 Fulton Street
Peoria, IL 61602
ATTN: Mary Ann Stalcup

GovHR USA
630 Dundee Rd., Suite 130
Northbrook, IL 60062
ATTN: Laurie Pederson

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 date last written below.

ACCEPTED:

THE CITY OF PEORIA, ILLINOIS
By: [Signature]
Title: HR Director
Date: 11/12/2020

GOV HR USA, LLC
By: [Signature]
Title: Corporate Secretary
Date: 11-12-2020