

**CITY OF NORTH MIAMI**  
**CITY MANAGER RECRUITMENT SERVICES AGREEMENT**

Your executive recruiting firm, **Colin P. Baenziger d/b/a Colin Baenziger & Associates**, ("Firm") has been selected by the **City of North Miami**, a Florida municipal corporation ("City"), to provide the professional labor, materials, tools, supplies, contacts, review, analysis, and other services required for the recruitment of a City Manager for the City of North Miami ("Services"), as further delineated in the Firm's Engagement Letter dated April 10, 2014 ("Engagement Letter"), incorporated and attached hereto as "Exhibit A". This City Manager Recruitment Services Agreement ("Agreement") supplements the Engagement Letter and further defines the provision of Services to the City by the Firm.

**I. TERM**

This Agreement is for a term of one (1) year or until such time the Services are completely rendered, whichever comes first, or unless earlier terminated by a party pursuant to this Agreement.

**II. INDEPENDENT CONTRACTOR**

The Firm is, and shall be in the performance of all work, services, and activities for the City, an independent contractor, and not an employee, agent, or servant of the City. The Firm shall exercise control over the means and manner in which it and its employees perform the Services, and in all respects, Firm's relationship and the relationship of its employees with the City shall be that of an independent contractor and not as employees or agents of the City. Therefore, the Firm shall not attain any rights or benefits under the City's Civil Service or Pension Ordinances or any rights generally afforded to the City's classified or unclassified employees.

**III. FEES**

The City agrees to compensate Firm for Services performed on behalf of the City the amounts indicated in the Engagement Letter under Section D when accrued, and made payable in the manner specified in the Engagement Letter.

**IV. PROFESSIONAL STAFFING**

Firm shall assign the Principal Staff enunciated in the Engagement Letter under Section C, with the primary responsibility for the provision of Services to the City. No other Principal Staff or personnel will be compensated by the City. It is anticipated that the Firm will achieve cost effectiveness and will take other actions to improve efficiency.

**V. PUBLIC RECORDS**

Please be advised that the City and all its activities, unless exempt, are subject to the Public Records Law (Chapter 119, Florida Statutes) and the Sunshine Law (Section 286.011, Florida Statutes). As such, the Firm must observe and comply with the requirements of said laws

and all related City policies and procedures.

**VI. PROFESSIONAL LIABILITY INSURANCE**

The Firm shall maintain in full force and effect, during the life of this Agreement, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) for each occurrence with a maximum deductible of Fifty Thousand Dollars (\$50,000.00). A certificate of Professional Liability Insurance, satisfactory to the City, shall be furnished to the City immediately upon commencement of Services. Such certificate of insurance will provide the City with thirty (30) days prior written notice of any cancellation or non-renewal.

**VII. CONFLICTS OF INTERESTS**

The Firm shall represent to the City that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of Services, as provided in Part III of Chapter 112, Florida Statutes (2013). The Firm shall promptly notify the City Attorney's Office, in writing, of all potential conflicts of interest, which may influence or appear to influence the Firm's judgment or quality of Services. The notice shall identify the perspective business association, interest, or circumstance and the nature of work that the Firm wants to undertake and shall request the City's opinion as to whether the association, interest or circumstance would, in the opinion of the City Attorney, constitute a conflict of interest that is entered into by the Firm. The City shall notify the Firm of its opinion within ten (10) days of receipt of notification by the Firm. If, in the opinion of the City Attorney, the prospective business association, interests, or circumstance would not constitute a conflict of interest, then such business association, interests, or circumstance shall not be deemed to be a conflict of interest with respect to the Services provided by the Firm.

**VIII. RIGHT OF CITY TO TERMINATE**

The City has the right to terminate this Agreement at any time, with or without cause, upon written notice to the Firm, and said termination shall become effective upon receipt of said notice. The Firm may terminate its representation upon written notice to the City, and said termination shall become effective upon receipt of said notice unless, however, termination by the Firm would prejudice the City in any manner. Upon termination by either party, the Firm shall transfer all work in progress, completed work, and other materials related to the terminated Services to the City Attorney's Office.

**IX. NOTICE**

All notices or other communications which shall or may be given pursuant to his Agreement shall be in writing and shall be delivered by personal service, or by registered mail addressed to the other party at the address indicated or as may be changed from time to time.

If to the Firm:

Colin P. Baenziger  
d/b/a Colin Baenziger & Associates

2055 South Atlantic Ave, Suite 504  
Wellington, FL 32118

Phone: ( ) -

Fax: ( ) -

If to City: City Manager  
City of North Miami  
776 N.E. 125<sup>th</sup> Street  
North Miami, FL 33161

With a copy to: City Attorney  
City of North Miami  
776 N.E. 125<sup>th</sup> Street  
North Miami, FL 33161

#### **X. MISCELLANEOUS PROVISIONS**

- a) Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.
- b) This Agreement constitutes the sole and entire agreement between the parties. No modification or amendments to this Agreement shall be binding on either party unless in writing and signed by both parties.
- c) Services shall not be subcontracted, transferred, conveyed, or assigned under this Agreement in whole or in part to any other person, firm or corporation without the prior written consent of the City.
- d) This Agreement shall be binding upon the parties herein, their heirs, executors, legal representatives, successors and assigns.
- e) All other terms, conditions and requirements contained in the Engagement Letter, which have not been modified by this Agreement, shall remain in full force and effect.
- f) In the event of any dispute arising under or related to this Agreement, the prevailing party shall be entitled to recover all actual attorney fees, costs and expenses incurred by it in connection with that dispute and/or the enforcement of this Agreement, including all such actual attorney fees, costs and expenses at all judicial levels, including appeal, until such dispute is resolved with finality.

g) This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement by their respective proper officers duly authorized the day and year first written above.

ATTEST:

Colin P. Baenziger d/b/a Colin Baenziger & Associates:

Corporate Secretary or Witness:

**"Firm"**

By: \_\_\_\_\_

DocuSigned by:  
Colin P. Baenziger  
67290CB1CBFA415...

Print Name: \_\_\_\_\_

Print Name: Colin P. Baenziger

Date: \_\_\_\_\_

Date: 4/21/2014

ATTEST:

City of North Miami, a Florida municipal corporation: **"City"**

DocuSigned by:  
Michael A. Etienne  
2C7040872EE8414...

DocuSigned by:  
Aleem Ghany  
AB0C42C0AF4E44B...

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

DocuSigned by:  
Regine Monestime  
9767B501BC7F413...