

## EXECUTIVE RECRUITMENT SERVICES - ADDENDUM

THIS AGREEMENT made and entered into by and between **GOVERNMENT PROFESSIONAL SOLUTIONS, LLC**, hereinafter called the Contractor or "GPS", and the **CITY OF GRAND ISLAND, NEBRASKA**, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused contract documents to be prepared and an advertisement calling for proposals to be published for *RECRUITMENT SERVICES TO FILL THE CITY ADMINISTRATOR AND PUBLIC WORKS DIRECTOR POSITIONS* and

WHEREAS, the City, in the manner prescribed by law, has evaluated the proposals submitted, and has determined the aforesaid Contractor to be the responsible proposer, and has duly awarded to the said Contractor a contract therefore, for the sum or sums named in the Contractor's proposal, portions thereof being attached to and made a part of this contract.

WHEREAS, the City wishes to amend the Agreement dated November 18, 2022 to include the RECRUITMENT SERVICES TO FILL THE UTILITIES DIRECTOR POSITION

NOW, THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreements herein contained, the parties have agreed and hereby agree, the City for itself and its successors, and the Contractor for itself, him/herself, or themselves, and its, his, or their successors, as follows:

ARTICLE I. That this addendum shall be included in the Contract dated November 18, 2022, and shall together be referred to as the "Agreement" or the "Contract Documents";

1. This Addendum.
2. GPS, LLC Agreement dated November 18, 2022.
3. Proposal for Utilities Director search dated February 10, 2023.

In the event of any conflict between the terms of the Contract Documents, the provisions of the document first listed shall prevail. The documents listed above are incorporated by reference as if set forth fully herein.

ARTICLE II. That the Contractor shall (a) furnish all tools, equipment, superintendence, transportation, and other construction materials, services and facilities; (b) provide and perform all necessary labor; and (c) in a good substantial and workmanlike manner and in accordance with the requirements, stipulations, provisions, and conditions of the contract documents as listed in the attached General Specifications, said documents forming the contract and being as fully a part thereof as if repeated verbatim herein, perform, execute, construct and complete all

work included in and covered by the City's official award of this contract to the said Contractor, such award being based on the acceptance by the City of the Contractor's proposal;

ARTICLE III. That the City shall pay to the Contractor for the performance of the work embraced in this contract and the Contractor will accept as full compensation therefore the sum (subject to adjustment as provided by the contract) of **Sixteen Thousand Five Hundred Dollars (\$16,500.00)** for all services and work covered by and included in the contract award and designated in the foregoing Article II; payments thereof to be made in cash or its equivalent in the manner provided in the General Specifications.

The total cost of the Addendum in addition to the original Contract includes:

Base Bid:	\$	16,500.00
Sales Tax on Materials/Equipment:	\$	.00
Sales Tax on Labor:	\$	<u>.00</u>
Total	\$	16,500.00

The City of Grand Island, Nebraska operates on a fiscal year beginning October 1st and ending on the following September 30th. It is understood and agreed that any portion of this agreement which will be performed in a future fiscal year is contingent upon the City Council adopting budget statements and appropriations sufficient to fund such performance.

ARTICLE IV. The Contractor hereby agrees to act as agent for the City. The invoice for contractor's services will be paid after approval at the next regularly scheduled City Council meeting and occurring after departmental approval of invoice. The City Council typically meets the second and fourth Tuesday of each month. Invoices must be received well in advance of Council date to allow evaluation and processing time.

ARTICLE V. The Contractor agrees to comply with all applicable State fair labor standards in the execution of this contract as required by Section 73-102, R.R.S. 1943. The Contractor further agrees to comply with the provisions of Section 48-657, R.R.S. 1943, pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. During the performance of this contract, the Contractor and all subcontractors agree not to discriminate in hiring or any other employment practice on the basis, of race, color, religion, sex, national origin, age or disability. The Contractor agrees to comply with all applicable Local, State and Federal rules and regulations. The Contractor agrees to maintain a drug-free workplace policy and will provide a copy of the policy to the City upon request. Every public contractor and his, her or its subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

## GRATUITIES AND KICKBACKS

City Code states that it is unethical for any person to offer, give, or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

ARTICLE VI. General Insurance Requirements - Recruiter will provide proof of its general and professional liability coverages to the City upon request. Recruiter maintains at least \$2,000,000 in general business liability coverages.

ARTICLE VII. Indemnification - Recruiter shall indemnify and hold the City and all its personnel harmless from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees and litigation costs, arising out of or resulting from the performance of services, provided that any such claim, damage, loss or expenses, is caused in whole or in part by the negligent act, omission and or liability of the Recruiter, its agents or employees, and subject to the limits of available insurance coverage available through Recruiter.

ARTICLE VIII. Delegation and Subcontracting - Unless otherwise proposed and approved in the Recruiter's proposal for services, the Recruiter shall not delegate or subcontract any work to be performed by the Recruiter under this agreement to any other person, business or entity without the express advance written approval of the City for such delegation or subcontract work.

ARTICLE IX. To the extent not otherwise transferred to the City's possession, Recruiter agrees to retain and provide the City with reasonable access to all work product, records, papers and other documents involving transactions and work related to or performed under this agreement for a period of three (3) years after this agreement expires.

ARTICLE X. No additional services beyond an approved proposal shall be provided by Recruiter unless requested and authorized in writing by the City.

ARTICLE XI. City Authorization -When the term City is used in this agreement, it shall mean the government of the City of Grand Island or its governing body, as the context requires.

Authorization by the City shall mean written instruction from the governing body, the Mayor, the City Administrator or by an authorized representative of the City.

ARTICLE XII. Period of Services and Termination – Recruiter shall perform the services in full within the period specified in the proposal. The City may and reserves the right to terminate this agreement at any time with or without cause by giving the Recruiter written notice of termination. Upon receipt of such notice, Recruiter shall discontinue all services in connection with the performance of services authorized under this agreement or City approved proposal for services and City shall upon invoice remit payment for all authorized services completed up to the date of termination notice. This agreement or work performed under the provisions of this agreement may also be terminated by the Recruiter upon not less than seven days written notice in the event the City shall substantially fail to perform in accordance with the terms and conditions of this agreement, through no fault of the Recruiter. In the event of termination by the Recruiter, the other provisions concerning termination contained in this paragraph shall be applicable.

ARTICLE XIII. Governing Law - This agreement shall be governed by the laws of the State of Nebraska and it is agreed that this agreement is made in Hall County, Nebraska and that Hall County, Nebraska is proper venue for any action pertaining to the interpretation or enforcement of any provision within or services performed under this agreement.

ARTICLE XIV. Miscellaneous - This addendum supplements the original agreement and is incorporated to that Agreement by reference and hereby constitutes the entire agreement of the parties superseding all prior negotiations, written or verbal, and may only be amended by signed writing executed by the parties through their authorized representatives hereunder.

**Government Professional Solutions, LLC**

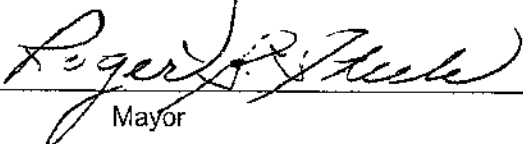
Date April 5, 2023

By 

Chris Lowe

Title Partner

**CITY OF GRAND ISLAND, NEBRASKA**

By   
Mayor

Date 4/11/2023

Attest: Ran Lee Edwards  
City Clerk

The contract is in due form according to law and hereby approved.

Stacy R. Donley  
Attorney for the City

Date 4/10/23