

RESOLUTION 24-296

A RESOLUTION TO APPROVE MAYOR TO SIGN THE CONTRACT WITH SLAVIN MANAGEMENT CONSULTANTS FOR THE CITY ADMINISTRATOR SEARCH

WHEREAS, the City of Spring Hill desires to conduct a national search for its next City Administrator; and

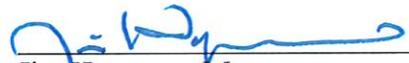
WHEREAS, the City has reviewed all Requests for Proposals submitted in the required date and time period, and selected Slavin Management Consultants as the overwhelming choice; and

WHEREAS, Slavin Management Consultants has submitted a Search Services Agreement, attached hereto as Exhibit A.

NOW, THEREFORE BE IT RESOLVED, that the City of Spring Hill Board of Mayor and Aldermen:

1. Approve the Search Services Agreement submitted by Slavin Management Consultants, attached hereto as Exhibit A.
2. Authorize the Mayor to sign the contract.

Passed and Adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 16th day of December 2024.



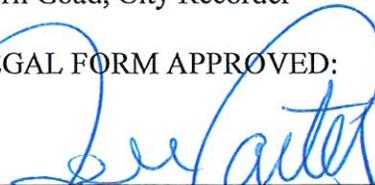
Jim Hagaman, Mayor

ATTEST:



April Goad, City Recorder

LEGAL FORM APPROVED:



Patrick Carter, City Attorney

Exhibit A



SEARCH SERVICES AGREEMENT

CITY OF SPRING HILL, TENNESSEE

CITY ADMINISTRATOR

This Agreement, made and entered into on this 2nd day of December, 2024, by and between the City of Spring Hill, Tennessee (hereinafter referred to as "Client") and Slavin Management Consultants (hereinafter referred to as "Contractor"), is for the providing of consulting services as set out in the Contractor's proposal dated October 25, 2024.

The parties hereto agree to the following provisions:

- (a) For the work outlined in the above-referenced proposal, Client will pay Contractor \$16,535.00 for professional fees.
- (b) Expenses will not exceed 55% of the professional fee (\$9,094.25) and will include such items as travel, advertising, telephone, background checks, administrative/word processing support, supplies, report production and other directly related costs.
- (c) Contractor will submit three equal monthly invoices each in the amount of 30% of the professional fee (\$4,960.50). Our final invoice covering the remaining 10% of the professional fee (\$1,653.50) will be submitted approximately thirty (30) days after satisfactory completion of the project. All invoices are payable upon receipt. Actual expenses will also be included as incurred.
- (d) Client's liability to Contractor for professional services under this agreement shall not exceed the agreed upon price unless an increase is so authorized.
- (e) Contractor's liability to Client for loss or damage resulting from errors, omissions, or negligent acts of the Contractor occurring during the rendering of these services shall not exceed the amount paid by Client for services rendered. Contractor's liability shall not be construed as liability for damage caused by or resulting from the negligence of the Client, its agents, or employees.
- (f) Either party may terminate this agreement in whole or in part by the giving of ten (10) days written notice to the other party, provided that one of the following stipulations are satisfied:
 - 1) If termination is effected by Client, the Client will pay Contractor for all work performed through and including the date of termination;

OR

 - 2) If termination is effected by Contractor, the Contractor will complete work for all compensation received and issue a final invoice for services performed through and including the date of termination, which invoice shall be paid by Client within thirty (30) days.

Contractor's ability to carry out the work required is heavily dependent upon past experience in providing similar services to others, and we expect to continue to perform such work in the future. The confidential nature of any information received from you or developed during the work will be preserved in accordance with our professional standards.

Contractor assures employment of the best efforts to carry out the work required. The results obtained, recommendations and any written material provided will represent Contractor's best judgment based on the information available.

Contractor carries sufficient general liability, workers compensation, and professional liability insurance which are in effect and will remain in effect throughout the duration of this project.

SLAVIN MANAGEMENT CONSULTANTS by:



Robert E. Slavin, President

December 2, 2024

Date

Accepted for:

THE CITY OF SPRING HILL, TENNESSEE by:



Name Jim Hagaman

Mayor
Title

December 16, 2024
Date