



GeoSearch, Inc.
PO Box 60789
Colorado Springs, CO 80960

RETAINED PERSONNEL RECRUITMENT AGREEMENT

CITY OF GAHANNA
200 S. Hamilton Rd.
Gahanna, Ohio 43230

Point of Contact:
Abby Cochran, Human Resources Coordinator
614.342.4455
abby.cochran@gahanna.gov

GeoSearch, Inc. is a privately held company operated by Richard D. Serby located with a mailing address of PO Box 60789, Colorado Springs, CO 80960. Telephone: 866-962-7772. The name GeoSearch will be used for the purpose of Personnel Recruitment.

CITY OF GAHANNA is hereby referred to as **Client** in this Agreement.

I. PURPOSE OF ENGAGEMENT Personnel Recruitment

GeoSearch personnel will conduct telephone/e-mail screening interviews and refer all qualified candidates to Hiring Manager or Agency Designee. Client management is responsible for conducting subsequent telephone interviews and personal interviews and will make final decisions regarding candidate selection and offer to be extended according to an established interview process. GeoSearch will facilitate interview arrangements, offers, moving arrangements, and other related matters at the request of Client management.

II. COMMUNICATIONS

Frequent communications between GeoSearch and Client is necessary to facilitate the personnel recruitment process. Client is willing to accept telephone calls, respond to FAX or mailed communications, or means to screen candidates, clarify requirements, and other matters related to this Agreement.

Qualified candidates are to be extended a telephone interview within 10 business days of receiving resume information. Decisions to extend a personal interview shall be made within 10 business day of the telephone interview. This paragraph shall be used to define "Prudent and Timely Actions".

III. COSTS AND EXPENSES

GeoSearch assumes responsibility for expenses involved in the personnel search process such as advertising, telephone/FAX, and mailing. Client assumes responsibility for interview and relocation expenses according to the policies of the Company / Agency.

**IV.
WITHDRAWAL OF SERVICES**

GeoSearch may withdraw from representing Client at any time upon reasonable notice to Client, if Client fails to respond to the attempts of the GeoSearch representative to communicate or fails to abide by any term of this Agreement; provided that, in the event of such withdrawal, GeoSearch shall be entitled to a fee commensurate with the portion of the Agreement completed by GeoSearch on behalf of Client pursuant to this Agreement. In no event will such fee exceed the monthly rate of GeoSearch.

**V.
TERMINATION OF SERVICES**

Client may terminate this agreement at any time during the Agreement period. Once a hire has been made, the client may no longer terminate the agreement. Any candidate presented to the Client will be considered a GeoSearch, Inc. candidate for a period of 12-months from the date of presentation. If a GeoSearch, Inc. candidate is hired after the Agreement has been terminated, the Client is obligated to pay the remaining balance. Client is obligated to the first full month retainer fee regardless of termination date. Termination of services after the first full month will result in fees pro-rated to the day of termination.

**VI.
LAW TO GOVERN CONTRACT**

The laws of the State of Colorado govern the construction and interpretation of this Agreement. The venue for actions pursuant to this Agreement shall be the State of Colorado. Actions pursuant to this Agreement will be filed in Colorado Springs, Colorado. Colorado Courts Shall have jurisdiction with regard to personal and Subject matters. In the event of judgment in favor of GeoSearch, Inc., Client agrees to pay all reasonable court and attorney fees.

**VII.
MISCELLANEOUS**

Should it be necessary to collect the agreed upon fees from Client, GeoSearch shall be allowed to collect all costs of collection, including collection agency and reasonable attorney's fees. This agreement takes the place of any previous agreement between GeoSearch and the Client. GeoSearch, Inc. will not solicit Client employees during the duration of this Agreement.

**VIII.
FEES SPECIFIC TO THIS CONTRACT**

Client agrees to pay **\$3,250** per month (one facility / one company contact) for a period of four (4) months if more than one hire is needed during the period of the four-month agreement. Total fee: \$13,000.

**X.
GUARANTEE**

The placement will fall under a 90-day probationary guarantee. If the employee resigns, or is terminated for any reason during this period, another search will be conducted at no further expense to the company. GeoSearch, Inc. will continue the search for up to 12 months from the initiation date of the Agreement or until the **Client** hires a GeoSearch, Inc. candidate.

Signature Page

Signed this _____ day of _____, 2015

By: _____
Client representative Signature Title Client Organization

By: _____
Richard Serby, President GeoSearch, Inc.