Flagler County
Board of County Commissioners
Special Meeting
Monday, February 4, 2019 at 1:00 p.m.
Emergency Operations Center, Building 3, 1769 E. Moody Blvd., Bunnell, FL 32110

Agenda

1. Call to Order
2. Pledge to the Flag and Moment of Silence
3. Welcome: Flagler County Board Chair
4. Interim County Administrator Search
5. Public Comment
6. Adjournment

Section 286.0105, Florida Statutes states that if a person decides to appeal any decision made by a board agency, or commission with respect to any matter considered at a meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.
FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM # 4

SUBJECT: Interim County Administrator Search and Options for Considering Permanent County Administrator Search

DATE OF MEETING: February 4, 2019

OVERVIEW/SUMMARY: Staff is seeking the Boards selected top four (4) Interim County Administrator applicants to interview from the 24 applications received. On January 23, 2019, a Special Meeting was conducted by the Board to discuss the appointment of an Interim County Administrator; to have the initial discussion of the County Administrator search process and to provide direction to staff which resulted in the receipt of the applications being presented. These measures were in follow-up to the Commission Special Meeting held on January 14th which resulted in the Chair being directed to work with staff to obtain resumes for the interim position that would be brought forward to the Commission for consideration. The job announcement for the Interim Administrator has been circulating since January 15, 2019 in the press, posted on the County’s webpage via NEOGOV which also links the job announcement to other sites such as Indeed, Linkedin, Monster.com, CareerBuilder, etc. Also, the job announcement was posted on the Florida City County Management Association website and on the Florida Association of Counties and the Florida Association of County Managers members in transition. The application submission deadline was January 28, 2019.

On January 29th, the Board was provided a binder containing the resumes/applications of all 24 applications for review (Attachment 1- Listing of Applicants). Each Board member was asked to select their top six applicants to present for discussion in a Special Meeting in order for the Board to collectively select its top 4 applicants to be interviewed.

Also, presented at the January 23rd meeting were items the board needed to consider as part of this process.

a. Contract – Legal will prepare the contract based on Board guidance.

b. Expected Salary – Below is an excerpt containing the manager’s salaries for counties with populations between 100,000 and 150,000. The average salary for the communities is $161,503. The complete summary for the 2018 County Manager Salaries Survey as provided by the Florida Association of Counties is included as Attachment 2.

<table>
<thead>
<tr>
<th>County</th>
<th>County Population*</th>
<th>County Gross Budget</th>
<th>Base Salary</th>
<th>Car Allowance?</th>
<th>Car Allowance Amount</th>
<th>Benefits?</th>
<th>Any Additional</th>
</tr>
</thead>
<tbody>
<tr>
<td>Citrus</td>
<td>145,721</td>
<td>$226,657,260.00</td>
<td>$147,127.00</td>
<td>Yes</td>
<td>$350 monthly</td>
<td>Maximum contribution for deferred comp*</td>
<td></td>
</tr>
<tr>
<td>Flagler</td>
<td>107,155</td>
<td>$163,550.00</td>
<td>Yes</td>
<td>$400 monthly</td>
<td></td>
<td>None</td>
<td></td>
</tr>
<tr>
<td>Highlands</td>
<td>102,525</td>
<td>$143,746,008.00</td>
<td>$141,400.00</td>
<td>Yes</td>
<td>$5400 annually</td>
<td>Deferred comp of $5000</td>
<td></td>
</tr>
<tr>
<td>Sumter</td>
<td>124,935</td>
<td>$201,283,938.00</td>
<td>$193,933.00</td>
<td>Yes</td>
<td>$550 monthly</td>
<td>County contributes 9% of salary to deferred comp</td>
<td></td>
</tr>
</tbody>
</table>

*Maximum contribution for deferred comp is $19,000 annually

c. Consider a Housing Allowance - $1,500 monthly.

d. Consider a Travel Allowance Reimbursement - up to $500 per individual that is traveling 60 miles or more to interview.
Additionally, included within the Board binders are resource materials to assist with the process.

a. Items to Consider When Reviewing Applications
   ✓ Job Description
   ✓ Things to consider when interviewing applicants.

b. Review tool containing the name of each applicant, City and State, salary requested, etc. More importantly, an area to denote the top 6 applicants.

c. Do’s and Don’ts Interview Questions

d. Recommended Individual Interview Questions

e. Recommended Group Interview Questions

Outlined below is the Proposed Schedule of Activities for the one day interview process.

| INTERIM COUNTY ADMINISTRATOR RECRUITMENT SCHEDULE |
| **DATE** | **APPLICATION REVIEW PROCESS** |
| January 29th | Applications provided to BOCC - Notebooks will be compiled for the Board that will contain all applications received arranged in alphabetical order. |
| January 29th thru February 4th | Each Commissioner will review the applications to select the top 6 applicants for discussion at the next special meeting. |
| February 4th | Special Meeting – BOCC will narrow the selection to the top 4 applicants to be interviewed. |
| February 4th – 8th | Human Resources staff will conduct background checks and schedule interviews. |

| **DATE** | **INTERVIEW PROCESS** |
| February 18th | One day interview process. |
| 8:00 a.m. – 12:00 p.m. | BOCC one-on-one interviews with applicants. |
| 1:00 p.m. – 2:00 p.m. | Applicants to have lunch with Commissioners and Directors. |
| 3:00 p.m. | Special Meeting – BOCC Group interviews and final selection. |
**Consideration County Administrator Search**

During the January 23, 2019 Board meeting, staff provided information on four (4) ways to assist the Board with formulating a strategy for the recruitment process for hiring its permanent County Administrator. The information has been further developed and below are four (4) options the Board may want to consider.

**Option 1 – Internal Recruitment**

Using the traditional recruitment process following the County’s regular hiring process. The search would be accomplished by advertising on the County and other recruitment websites and venues, including paid advertisement in the public sector and other job markets.

✓ Cost - Advertising and Staff Hours - $4,000.00 (estimate)

**Option 2 – Florida Association of County Managers (FACM)**

The Florida Association of County Managers (FACM) has a program to assist in the recruitment and hiring process when seeking to fill a County Administrator position. Flagler County is a member of the organization. The details of the program can be customized in accordance with Board approval and the use of Public Sector professionals who have the expertise and experience in the specific job, as well as, the legalities associated with the recruitment and hiring process.

✓ Cost - $5,000.00, plus advertisement, limited Staff time. (Attachment 5 - email and Recruitment Services Handbook and Agreement).

**Option 3 – Piggyback**

Piggyback off of an existing request for Proposals (RFP) for a Recruitment Service Provider. The Provider would handle the Recruitment and Selection Process under the direction of the Board and agreed upon criteria contained within the RFP. A Piggyback to an existing RFP will reduce the recruitment process by approximately 2 months.

**City of Palm Coast**
Service Provider – Strategic Government Resources, Inc.
Approved June 2018 for one year with two, one year renewals
Cost - $28,000

**Clay County**
Service Provider - Colin Baenziger & Associates
Approved January 22, 2019
Cost – TBD

**Escambia County**
Service Provider – Florida Association of County Managers FACM
Approved December 2018
Cost - $5,000
Option 4 – Request for Proposals (RFP)

Staff would prepare a Request for Proposals (RFP) advertising for a Recruitment Service Provider. As part of the process, staff would establish a review team for the proposals, present the results to the Board for approval; negotiate the terms with the provider and bring back a contract for approval. (Attachment 7 - Search Firms)

Cost – Price Range between $25,000 – $35,000

By the Board electing an option to move forward, staff would be able to set in motion the ability to begin the recruitment process for its permanent County Administrator.

FUNDING INFORMATION: TBD

RECOMMENDATION: Board action for consideration:

1. Name the selected top 4 applicants.
2. Establish a Salary – Recommend a range between $150,000 to $190,000 annually.
3. Housing Allowance, if desired, $1,500 monthly.
4. Travel Allowance Reimbursement for traveling 60 miles or more to interview, if desired, $500.
5. Select an option for recruitment of the permanent County Administrator.
6. Take any other action the Board deems necessary.

ATTACHMENTS:

1. Listing of Applicants
2. 2018 County Manager Salaries Survey County Administrator Salaries Summary
3. Contract – City of Palm Coast
4. Contract – Escambia
5. Clay County – Notice of Intent

Sally Sherman, Deputy County Administrator Date 1-31-19
Flagler County
Interim County Administrator Search

Applications (In Alphabetical Order):

1. Albanese, Holly
2. Bentley, Jr., Douglas L. (Redacted)
3. Bodem Todd S.
4. Bonner, Lyndon L.
5. Brillhart, Michael L.
6. Cameron, Jerry
7. Cameron, Jon R.
8. Catalone, Pamela R.
9. Connors, Mary Anne
10. Davis, Steve
11. Day, Timothy James
12. Esposito, Michael
13. Fletcher, Shawn Allen
14. Hall, Brian C.
15. Hoch, Ernest C.
16. Irby, Glenn A.
17. Jackson, Julian L.
18. Keimach, Jill Benninghoven
19. Lachnicht, Steven
20. Lakey, Ted
21. Mobley II, Johnny Lee
22. Rivera Sr., Hector A.
23. Stankiewiz, Justin P.
24. Wynn, Stefen A.
<table>
<thead>
<tr>
<th>County</th>
<th>County Population*</th>
<th>County Gross Budget</th>
<th>Base Salary</th>
<th>Car Allowance?</th>
<th>Car Allowance Amount</th>
<th>Any Additional Benefits?</th>
</tr>
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<tbody>
<tr>
<td>Alachua</td>
<td>263,291</td>
<td>$ 453,936,970.00</td>
<td>$ 185,000.00</td>
<td>Yes</td>
<td>$450 monthly</td>
<td>Deferred compensation plan at 5% of annual base salary, dues and fees to professional organizations, at the Manager’s option, the Board shall contribute the required FRS employers contribution to an alternative annuity plan which meets the requirements of Section 121.055, Fia Stat</td>
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<tr>
<td>Baker</td>
<td>27,652</td>
<td>$ 36,662,496.00</td>
<td>$ 84,975.00</td>
<td>Yes</td>
<td>$400 monthly</td>
<td>None</td>
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<tr>
<td>Bay</td>
<td>181,199</td>
<td></td>
<td></td>
<td>No</td>
<td>N/A</td>
<td></td>
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<tr>
<td>Brevard</td>
<td>583,563</td>
<td>$ 1,302,977,360.00</td>
<td>$ 197,688.00</td>
<td>Yes</td>
<td>$450 monthly</td>
<td>Same benefits as offered to all full time employees. Authorized to purchase up to 20 months add’l service credit for out of state service using 100% of the value of employees earned and accumulated sick leave time in accordance with F.S. 121.1115</td>
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<td>Broward</td>
<td>1,897,976</td>
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<td>Calhoun</td>
<td>15,093</td>
<td>$ 19,956,278.00</td>
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<td>Charlotte</td>
<td>177,987</td>
<td>$ 180,700.00</td>
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<td>Yes</td>
<td>$600 monthly</td>
<td>Maximum contribution for deferred comp</td>
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<td>Citrus</td>
<td>145,721</td>
<td>$ 147,127.00</td>
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<td>Yes</td>
<td>$350 monthly</td>
<td>Maximum contribution for deferred comp</td>
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<td>Clay</td>
<td>212,034</td>
<td>$ 177,000.00</td>
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<td>No</td>
<td>$120,000 additional life insurance; deferred comp contribution</td>
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<td>Collier</td>
<td>367,347</td>
<td>$ 1,751,631,900.00</td>
<td>$ 208,322.00</td>
<td>Yes</td>
<td>$230.77 pay period</td>
<td>PTO leave paid out for hours in excess of 360 hours; 3x annual base salary (not to exceed $500,000); disability insurance paid at 66.66%; FRS senior and deferred comp paid at the maximum allowable annual amount; health benefits paid; deferred compensation paid at the IRS maximum annually</td>
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<td>Columbia</td>
<td>69,721</td>
<td>$ 143,863,932.00</td>
<td></td>
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<tr>
<td>DeSoto</td>
<td>35,520</td>
<td>$ 103,000.00</td>
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<td>No</td>
<td></td>
<td>Employee and family health coverage; 2x annual salary in life insurance</td>
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<tr>
<td>Dixie</td>
<td>16,489</td>
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<td>Duval</td>
<td>952,861</td>
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<td>Escambia</td>
<td>318,560</td>
<td>$ 477,164,386.00</td>
<td>$ 191,360.00</td>
<td>Yes</td>
<td>$500 monthly</td>
<td>Maximum contribution for deferred comp</td>
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<tr>
<td>Flagler</td>
<td>107,511</td>
<td>$ 226,957,260.00</td>
<td>$ 163,550.00</td>
<td>Yes</td>
<td>$400 monthly</td>
<td>None</td>
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<td>Franklin</td>
<td>12,009</td>
<td>$ 50,838,272.00</td>
<td>$ 62,006.00</td>
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<td>Gadsden</td>
<td>47,828</td>
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<td>Gilchrist</td>
<td>17,424</td>
<td>$ 37,144,240.00</td>
<td>$ 96,000.00</td>
<td>No</td>
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<td>FRS retirement; 100% health coverage; sick and personal leave</td>
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<td>Glades</td>
<td>13,002</td>
<td>$ 16,895,690.00</td>
<td>$ 105,000.00</td>
<td>No</td>
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<td>Medical and life insurance; optical and dental optional</td>
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<td>Gulf</td>
<td>16,499</td>
<td>$ 52,516,390.00</td>
<td>$ 110,232.00</td>
<td>No</td>
<td></td>
<td>Life, health, dental same for all county employees</td>
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<td>Hamilton</td>
<td>14,621</td>
<td>$ 64,240.00</td>
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<td>No</td>
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<td>Medical and health insurance</td>
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<td>Hardee</td>
<td>27,296</td>
<td>$ 60,717,591.00</td>
<td>$ 113,650.00</td>
<td>No</td>
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<td>Vacation; holidays, sick leave, FRS and healthcare (cost split)</td>
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<td>Hendry</td>
<td>39,586</td>
<td>$ 70,242,783.00</td>
<td>$ 134,000.00</td>
<td>Yes</td>
<td>$600 monthly</td>
<td>Health, retirement</td>
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<td>Hernando</td>
<td>185,604</td>
<td>$ 449,108,629.00</td>
<td>$ 219,814.00</td>
<td>No</td>
<td></td>
<td>Contribution of 3% of base salary into a 457 deferred comp account each year, 2.5 days per month of PTO, provide and pay for insurance for employee and legal dependents including medical, dental and vision ins.</td>
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<tr>
<td>County</td>
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<tr>
<td>Highlands</td>
<td>102,525</td>
<td>$143,746,008.00</td>
<td>$141,400.00</td>
<td>Yes</td>
<td>$5400 annually</td>
<td>Deferred comp of $5000</td>
</tr>
<tr>
<td>Hillsborough</td>
<td>1,408,864</td>
<td>$5,487,614,317.00</td>
<td>$277,181.00</td>
<td>Yes</td>
<td>$3216 annually</td>
<td>Deferred comp $9701; life insurance $8909; cafeteria benefit wellness incentive $650</td>
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<tr>
<td>Holmes</td>
<td>20,133</td>
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<tr>
<td>Indian River</td>
<td>151,825</td>
<td>$339,878,868.00</td>
<td>$181,159.00</td>
<td>Yes</td>
<td>$2600 annual</td>
<td>Cell/technology allowance @ $100 per month</td>
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<td>Jackson</td>
<td>50,435</td>
<td>$81,000.00</td>
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<tr>
<td>Jefferson</td>
<td>14,733</td>
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<td></td>
<td></td>
<td></td>
<td>Cell phone; healthcare coverage for employee; FRS; personal leave time</td>
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<tr>
<td>Lafayette</td>
<td>8,501</td>
<td>$18,033,107.00</td>
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<tr>
<td>Lake</td>
<td>342,917</td>
<td>$454,282,768.00</td>
<td>$180,000.00</td>
<td>Yes</td>
<td>$450 monthly</td>
<td>7% of salary to deferred comp</td>
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<tr>
<td>Lee</td>
<td>713,903</td>
<td>$2,040,000,000.00</td>
<td>$227,053.00</td>
<td>Yes</td>
<td>$500 monthly</td>
<td>$1250 deferred comp contribution; professional dues; member expenses for county business</td>
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<tr>
<td>Leon</td>
<td>292,332</td>
<td>$263,600,197.00</td>
<td></td>
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<tr>
<td>Levy</td>
<td>41,054</td>
<td>$73,462,289.00</td>
<td>$86,986.00</td>
<td>No. Pay mileage @ state statute</td>
<td>N/A</td>
<td>FRS Manager Classification. All other benefits are equal to other employees: Sick and annual leave; holidays; excellent group health insurance; $10,000.00 group life insurance</td>
</tr>
<tr>
<td>Liberty</td>
<td>8,915</td>
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<td></td>
<td></td>
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<tr>
<td>Madison</td>
<td>19,473</td>
<td>$26,965,943.00</td>
<td>$82,500.00</td>
<td>No. Vehicle provided</td>
<td>N/A</td>
<td>Health insurance paid by county</td>
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<td>Manatee</td>
<td>377,826</td>
<td>$1,698,763,571.00</td>
<td>$215,509.00</td>
<td>Yes</td>
<td>$450 monthly</td>
<td>Life insurance; deferred comp contribution; cell phone allowance</td>
</tr>
<tr>
<td>Marion</td>
<td>353,898</td>
<td>$692,200,565.00</td>
<td>$173,035.00</td>
<td>No. Vehicle provided</td>
<td>$100,000 FRS contribution</td>
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<td>Martin</td>
<td>155,556</td>
<td>$435,544,601.00</td>
<td>$179,000.00</td>
<td>Yes</td>
<td>$450 monthly</td>
<td>Contribute maximum allowed for deferred comp</td>
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<tr>
<td>Miami-Dade</td>
<td>2,779,322</td>
<td></td>
<td></td>
<td></td>
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<td>Monroe</td>
<td>73,940</td>
<td>$419,000,000.00</td>
<td>$206,000.00</td>
<td>Yes</td>
<td>$900 monthly</td>
<td>None</td>
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<tr>
<td>Nassau</td>
<td>82,748</td>
<td>$227,331,063.00</td>
<td>$270,130.00</td>
<td>No.</td>
<td></td>
<td>Serving a dual role currently as attorney &amp; manager. Receives 21.14 annuity on his base pay as County Atty (not Cnty Mgr). Employee &amp; Child Health Insurance pd at 100% which is $556.73 per pay period.</td>
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<tr>
<td>Okaloosa</td>
<td>198,152</td>
<td>$387,003,866.00</td>
<td>$142,500.00</td>
<td>No. Vehicle provided</td>
<td>N/A</td>
<td>$200,000 life insurance policy</td>
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<tr>
<td>Okeechobee</td>
<td>41,120</td>
<td>$108,393,411.00</td>
<td>$134,787.00</td>
<td>No. Vehicle provided for business</td>
<td>N/A</td>
<td>Health and life insurance @ 100%; FRS senior management</td>
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<tr>
<td>Orange</td>
<td>1,349,597</td>
<td>$4,423,254,634.00</td>
<td>$265,387.00</td>
<td>No.</td>
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<td>Osceola</td>
<td>352,496</td>
<td>$1,169,289,994.00</td>
<td>$218,629.00</td>
<td>Yes</td>
<td>$450 monthly</td>
<td>No</td>
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<td>Palm Beach</td>
<td>1,433,417</td>
<td></td>
<td></td>
<td></td>
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<td>Pasco</td>
<td>515,077</td>
<td>$1,519,424,886.00</td>
<td>$237,952.00</td>
<td>Yes</td>
<td>$450 monthly</td>
<td>No</td>
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<tr>
<td>Pinellas</td>
<td>970,532</td>
<td>$2,480,621,310.00</td>
<td>$267,000.00</td>
<td>Yes</td>
<td>$7000 annually</td>
<td>$15,000 deferred comp</td>
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<td>Polk</td>
<td>673,028</td>
<td>$1,553,503,591.00</td>
<td>$205,968.00</td>
<td>No.</td>
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<td>Same as county employees</td>
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<td>Putnam</td>
<td>72,981</td>
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<td></td>
<td></td>
<td></td>
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<tr>
<td>Santa Rosa</td>
<td>174,887</td>
<td>$175,000,000.00</td>
<td>$141,750.00</td>
<td>Yes</td>
<td>$500 monthly</td>
<td>Healthcare @ 100% and family coverage @ $350 monthly;</td>
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<td>Sarasota</td>
<td>417,442</td>
<td>$1,242,441,007.00</td>
<td>$195,000.00</td>
<td>Yes</td>
<td>$500 monthly</td>
<td>Family medical provided; deferred comp 74% of maximum allowed by IRS</td>
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<td>Seminole</td>
<td>463,560</td>
<td>$793,047,888.00</td>
<td>$208,665.00</td>
<td>Yes</td>
<td>$225 monthly</td>
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<tr>
<td>County</td>
<td>County Population</td>
<td>County Gross Budget</td>
<td>Base Salary</td>
<td>Car Allowance?</td>
<td>Car Allowance Amount</td>
<td>Any Additional Benefits</td>
</tr>
<tr>
<td>----------</td>
<td>-------------------</td>
<td>---------------------</td>
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<td>----------------</td>
<td>----------------------</td>
<td>------------------------</td>
</tr>
<tr>
<td>St. Johns</td>
<td>238,742</td>
<td>$ 220,600.00</td>
<td>Yes</td>
<td>$750 monthly</td>
<td>457 deferred comp contribution @$7500 annually; free family health coverage</td>
<td></td>
</tr>
<tr>
<td>St. Lucie</td>
<td>302,432</td>
<td>$ 546,309,510.00</td>
<td>$ 186,867.00</td>
<td>Yes</td>
<td>$300 monthly</td>
<td>Cell phone allowance @ $40 per month</td>
</tr>
<tr>
<td>Sumter</td>
<td>124,935</td>
<td>$ 201,283,938.00</td>
<td>$ 193,933.00</td>
<td>Yes</td>
<td>$550 monthly</td>
<td>County contributes 9% of salary to deferred comp</td>
</tr>
<tr>
<td>Suwanee</td>
<td>44,879</td>
<td>$ 130,000.00</td>
<td>No. Vehicle provided</td>
<td></td>
<td>Health insurance, FRS, paid sick and vacation</td>
<td></td>
</tr>
<tr>
<td>Taylor</td>
<td>22,283</td>
<td>$ 44,912,896.00</td>
<td>$ 85,000.00</td>
<td>No</td>
<td>N/A</td>
<td>Paid health insurance</td>
</tr>
<tr>
<td>Union</td>
<td>15,867</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wakulla</td>
<td>31,943</td>
<td>$ 76,655,572.00</td>
<td>No. Vehicle provided</td>
<td>N/A</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Walton</td>
<td>67,656</td>
<td>$ 183,096,543.00</td>
<td>No. Vehicle provided</td>
<td>N/A</td>
<td>Standard</td>
<td></td>
</tr>
<tr>
<td>Washington</td>
<td>25,129</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Dear Vendor,

Please review and sign the attached agreement via DocuSign. In addition, please attach proof of insurance which is compliant with the insurance requirements set forth in Exhibit B of the agreement.

Thank you.

Regards,
Rose Conceicao
Risk Management & Contract Coordinator
THIS MASTER SERVICES AGREEMENT ("Agreement") made and entered into this 13th day of June, 2018 ("Effective Date"), between STRATEGIC GOVERNMENT RESOURCES, INC., whose primary place of business is 1117 Bourland Road Keller, Texas 76248 and whose mailing address is P.O. Box 1642 Keller, Texas 76244-1642 ("SUPPLIER") and the CITY OF PALM COAST, a municipal corporation of the State of Florida, holding tax exempt status, whose address is 160 Lake Avenue, Palm Coast, Florida 32164, ("CITY"). CITY and SUPPLIER are collectively referred to herein as “Parties”.

WITNESSETH:

WHEREAS, CITY desires to procure Executive Search Firm services from a competent and qualified supplier and has conducted a formal Request for Solutions RFS-ADM-18-25 (RFS) requesting proposals for the services; and

WHEREAS, SUPPLIER is in the business of providing said services, is competent and qualified to provide said services to CITY, responded to the RFS and desires to render said services to CITY at the firm prices established herein and in accordance with the terms and conditions stated herein;

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, the receipt and sufficiency of which is hereby acknowledged, CITY and SUPPLIER agree as follows:

1. SUPPLY OF SERVICES:

A. Work Order/Services. This Agreement standing alone does not authorize performance of Services or require CITY to place any orders. During the term of this Agreement, subject to the terms of a work order ("Work Order"), attached to this Agreement as Exhibit A agreed to by CITY and SUPPLIER, SUPPLIER shall provide the services, including any deliverables ("Services"), set forth in such Work Order. At a minimum, each Work Order will set forth a brief project description, the specific tasks, activities and deliverables to be performed, a timeline for performance and completion, a budget, and a payment schedule, with milestone payments where applicable. Each Work Order must be executed by the Parties prior to the commencement of Services thereunder. SUPPLIER shall use its best efforts to provide Services to CITY as described herein; to keep CITY advised of the progress of the work; to provide CITY with such reports, presentations, charts, graphs, and the like as are appropriate to the nature of the services to be performed hereunder; and to maintain complete files and records of all Services provided. Execution of a Work Order shall be an affirmative and irrefutable representation by SUPPLIER to CITY that SUPPLIER is fully familiar with any and all requisite work conditions related to the provisions of the services.

B. Quality of Services. SUPPLIER shall make no claim for additional time or money based upon its failure to comply with this AGREEMENT. SUPPLIER has informed CITY, and hereby represents to CITY, that it has extensive experience in performing and providing the services described in this AGREEMENT, and that it is well acquainted with the components that are properly and customarily included within such Services and the requirements of laws, ordinances, rules, regulations, or orders of any public authority or licensing entity having jurisdiction over CITY Projects. SUPPLIER shall diligently and in a professional and timely manner perform and provide the Services included in each Work Order. All Services to be provided shall in the minimum be in conformance with commonly accepted industry and professional codes and standards, standards of CITY, and the laws of any Federal, State, or local regulatory agencies. SUPPLIER shall be responsible for keeping apprised of any changing laws applicable to the services to be performed under this Agreement. SUPPLIER shall be responsible for the professional quality, accepted standards, technical accuracy and the coordination of all services furnished by SUPPLIER under this Agreement, as well as the conduct of its staff, personnel, employees, and agents. SUPPLIER shall work closely with the CITY on all aspects of the provision of the services. SUPPLIER shall be responsible for the professional quality, technical accuracy, competence, methodology, and the coordination of all of the following which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by SUPPLIER under this Agreement. SUPPLIER shall, without additional compensation, correct or revise any errors or deficiencies in his plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature

C. Schedule/Delivery. Time is of the essence in the performance of this Agreement and any Work Order hereunder. SUPPLIER shall begin performing services upon execution by both Parties of the Work Order and written notification to proceed by CITY. SUPPLIER and CITY agree to make every effort to adhere to the schedules as described in each
Work Order. However, if SUPPLIER is delayed at any time in the provision of services by any act or omission of CITY or by any other supplier employed by CITY, the time of completion shall be extended for such reasonable time as the CITY may decide in its sole and absolute discretion. If SUPPLIER'S performance is affected by any event beyond its reasonable control, including fire, explosion, flood, or other acts of God; war, terrorist acts or civil commotion; strike, lock-out or labor disturbances; or failure of public utilities or common carriers, SUPPLIER shall not be liable in connection with this Agreement to the extent affected by such force majeure event; provided that SUPPLIER gives CITY immediate written notice of the force majeure event and exercises all reasonable efforts to eliminate the effects of the force majeure event on its performance as soon as and to the extent practicable. It is further expressly understood and agreed that SUPPLIER shall not be entitled to any damages or compensation, or be reimbursed for any losses, on account of any delay or delays resulting from any of the aforesaid causes or any other cause whatsoever.

D. Change Orders. No changes to a Work Order shall be made without the prior written approval of the Parties. The agreed upon changes shall be detailed in a Change Order. Each Change Order shall include a schedule of completion for the services authorized. Change Orders shall identify this Agreement and the appropriate Work Order number. Change Orders may contain additional instructions or provisions specific to the services to be provided. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement. Execution of any Change Order shall constitute a final settlement and a full accord and satisfaction of all matters relating to the change including but not limited to scope, costs and adjustments to the schedule.

E. Supplier Designated Representative/Key Personnel. SUPPLIER shall furnish a SUPPLIER Designated Representative to administer, review, and coordinate the provision of services under this Agreement and each Work Order. Upon request by CITY, SUPPLIER shall submit to CITY detailed resumes of key professional personnel that will be involved in performing services described in the Work Order. CITY hereby acknowledges its acceptance of such personnel to perform services under this Agreement. If, at any time, SUPPLIER desires to change key professional personnel in an active assignment, it shall submit the qualifications of the new professional personnel to CITY for prior approval. Key professional personnel shall include the principal-in-charge, project managers, and others interfacing with CITY personnel.

F. Replacement of SUPPLIER Personnel. CITY reserves the right to reject at any time for any lawful reason whatsoever any of SUPPLIER’S personnel assigned by SUPPLIER in connection with any Work Order. SUPPLIER shall as soon as possible thereafter provide a replacement satisfactory to CITY. In no event shall performance of the Services be delayed or shall CITY be charged for any time required for any replacement SUPPLIER’S personnel to be trained to provide or become familiarized with the Services, whether the replacement is requested by CITY or not.

G. CITY Premises. At all times while on CITY’S premises, SUPPLIER shall comply with all rules and regulations of CITY. SUPPLIER shall be responsible for its employees and agents while on CITY’S premises.

H. Ownership of Deliverables. All deliverables, including any analysis, reference data, presentations, inventions, computer models, survey data, plans and reports, or any other form of written instrument or document and ideas made or conceived by SUPPLIER that result from or in connection with or during the performances of Services for CITY and any proprietary rights thereto, shall be the property of CITY. SUPPLIER agrees to assign, and does hereby assign, to CITY all right, title and interest of whatsoever kind and nature in and to all Deliverables and related proprietary rights. SUPPLIER shall execute, acknowledge, and deliver to CITY all such further papers as may be necessary to enable CITY to own, register, publish or protect said Deliverables and related proprietary rights in any and all countries and to vest title to said Deliverables and related proprietary rights in CITY. SUPPLIER grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use every document and all other materials prepared by the SUPPLIER for the CITY under this Agreement.

I. Acceptance Criteria. For any milestone in which SUPPLIER submits a Deliverable, CITY shall have the right to review and test such deliverable for the functional requirements or acceptance criteria specified for such deliverable and shall notify SUPPLIER if there are any deficiencies. SUPPLIER shall use its best efforts to promptly cure any such deficiencies, and after completing any such cure, SUPPLIER shall resubmit the deliverable for review and testing as set forth above. Any applicable warranty period shall only commence after acceptance by CITY.

2. COMPENSATION:

A. Costs and Expenses. Compensation to SUPPLIER for the services performed on each Work Order shall be as set forth in the Work Order/Change Order. CITY shall only reimburse SUPPLIER for out-of-pocket expenses such as gas, tolls, mileage, meals, etc., that are directly attributable to the performance of work under a Work Order and have been approved in writing in advance by an authorized representative of CITY.
B. Invoicing. Each Work Order shall be invoiced separately. As work progresses for services satisfactorily performed, SUPPLIER shall render to the CITY, at the close of each calendar month, an itemized detailed invoice properly dated, describing all services rendered, proper documentation of the cost of the services, the name and address of SUPPLIER, Work Order Number, Contract Number, the billing period, if applicable, and all other information required by this Agreement. SUPPLIER shall not send any invoices with respect to Services, and no claim from SUPPLIER for payment (including any amount for fees or expenses) will be allowed for any work done by SUPPLIER with respect to such Services, prior to the Parties’ executing the Work Order and CITY issuing a purchase order to SUPPLIER with respect to Services. Work performed by SUPPLIER without written approval by the City’s Designated Representative shall not be compensated. Any work performed by SUPPLIER without written approval by CITY is performed at SUPPLIER’S own election. Except for charges or expenses of SUPPLIER expressly set forth in the applicable Work Order, CITY shall not be responsible for any other charges or expenses of SUPPLIER or any mark-ups on any expenses of SUPPLIER. SUPPLIER shall submit invoices to CITY with supporting documentation for approved expenses, signed by the Authorized Representative. Original invoices should be submitted via email to ap@palmcoastgov.com.

C. Payment Terms. The Florida Prompt Payment Act shall apply when applicable. Invoices which are in an acceptable form to CITY and without disputable items will be processed for payment under the Prompt Payment Act., Fla. Stat. 218.23; payments shall be made by CITY to SUPPLIER not more than once monthly. SUPPLIER shall continue to perform during any dispute of an invoice.

D. Financial Reconciliation. At the completion or termination of the Services and before the final payment will be made, SUPPLIER shall, upon request by CITY, provide CITY with a financial reconciliation of funds paid by CITY and tasks completed or partially completed.

3. TERM AND TERMINATION:

A. Term. This Agreement shall take effect on the Effective Date and shall terminate at the end of one year. Following the initial term and at the sole option of CITY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Work Orders and Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Work Orders shall remain in effect until delivery and acceptance of the work authorized by the Work Order as well as during periods of warranty and guarantee.

B. Termination By CITY.

i. Termination Without Cause. CITY may terminate this Agreement at any time upon fifteen (15) days prior written notice; provided however, that any Work Order entered into shall survive such termination under the terms of this Agreement until the conclusion of such Work Order unless such Work Order is specifically terminated. CITY may terminate any incomplete Work Order at any time and for any or no reason upon written notice to SUPPLIER. In the event of such termination, SUPPLIER shall immediately cease all work in connection with the applicable Work Order after receipt of written notice from CITY unless such notice expressly provides otherwise.

ii. Termination for Cause. CITY may terminate this Agreement for cause at any time upon written notice allowing SUPPLIER five (5) days to remedy the breach. Cause shall include but is not limited to:

1. If, in CITY’S opinion, adequate progress under a Work Order is not being made by SUPPLIER; or

2. If, in CITY’S opinion, the quality of the services provided by SUPPLIER is/are not in conformance with commonly accepted professional standards, standards of CITY, the requirements of Federal or State regulatory agencies, and SUPPLIER has not corrected such deficiencies in a timely manner as reasonably determined by CITY; or

3. SUPPLIER or any employee or agent of SUPPLIER is indicted or has a direct charge issued against him for any crime arising out of or in conjunction with any work that has been performed by SUPPLIER; or

4. SUPPLIER becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or

5. SUPPLIER violates the Standards of Conduct provisions herein or any provision of State or local law or any provision of the City Code of Conduct.
iii. Except where CITY terminates for cause, SUPPLIER shall be entitled to payment for any work performed and accepted by CITY and any CITY approved expenses irrevocably committed prior to the effective date of termination. CITY shall be entitled to an appropriate refund for any amounts advanced to SUPPLIER for Services not yet performed as of the effective date of termination. SUPPLIER shall not be entitled to any damages for such early termination of Services. In no event shall CITY be responsible for any amounts in the aggregate greater than (i) the total that would have been due under such Work Order or (ii) the value of the work done by SUPPLIER in accordance with such Work Order and this Agreement with respect thereto prior to termination, whichever is less.

iv. Within five (5) days from the effective date of termination, SUPPLIER shall provide or make available to CITY all materials provided by CITY to SUPPLIER and all CITY materials, including any work-in-progress and all full and partial copies thereof, and shall also submit an invoice to CITY in accordance with the pricing set forth in such Work Order for all work done by SUPPLIER in accordance with such Work Order and this Agreement with respect thereto prior to termination.

C. Termination By SUPPLIER. SUPPLIER shall have the right to terminate this Agreement or any Work Order hereunder by way of a written notice, if CITY commits a material breach of the Agreement or a Work Order hereunder and fails to remedy such breach within fifteen (15) days after receipt of written notice of default.

D. Cooperation. Upon receipt of a notice for any termination of this Agreement and any Work Order hereunder, the Parties shall cooperate with each other and use all commercially reasonable efforts to effect a smooth transition process.

E. Survivability. The terms of this Agreement shall survive in full force and effect as to any incomplete Work Orders and Purchase Orders issued prior to the expiration of this Agreement and such Work Orders and Purchase Orders shall continue to be subject to this Agreement until such Work Orders and Purchase Orders are completed or terminated in accordance with this Agreement.

4. REPRESENTATIONS AND WARRANTIES.

A. SUPPLIER represents and warrants the following:

i. The Services shall be performed strictly in accordance with and conform to this Agreement, the applicable Work Order and any applicable industry standards and practices.

ii. The Services shall be provided by qualified personnel, suitably skilled and trained in the performance of the Services, and performed in a diligent and professional manner.

iii. SUPPLIER has obtained, at its sole and exclusive expense, any and all permits, licenses, permissions, approvals or similar consents required to perform the Services.

iv. All deliverables, material, supplies or goods provided by SUPPLIER shall be free from defects and be of merchantable quality.

v. All deliverables provided shall be original and shall not infringe any copyright or violate any rights of any persons or entities whatsoever, except that SUPPLIER shall not be responsible for any claim arising solely from SUPPLIER’S adherence to CITY’S written instructions or directions which do not involve items of SUPPLIER’S origin, design or selection.

vi. SUPPLIER shall comply with Federal, State, and local environmental, health, and safety laws and regulations applicable to the Services provided to the City. SUPPLIER agrees that any program or initiative involving the work that could adversely affect any personnel involved, citizens, residents, users, neighbors or the surrounding environment shall ensure compliance with any and all employment, safety, environmental and health laws.

B. Without limiting any other rights that CITY may have, CITY reserves the right to refuse any Services if SUPPLIER does not, or the Services do not, conform to the foregoing. Acceptance of any part of the Services shall not bind CITY to accept any non-conforming Services simultaneously provided by SUPPLIER, nor deprive CITY of the right to reject any previous or future non-conforming Services.
C. The representations and warranties contained herein are deemed to be material obligations and shall survive any payment by CITY and shall survive any termination or expiration of this Agreement and any termination or completion of any or all Work Orders.

5. INDEMNIFICATION/SOVEREIGN IMMUNITY AND INSURANCE.

A. **Indemnification.** SUPPLIER shall indemnify, hold harmless and defend CITY: (1) from and against any and all claims, damages, losses, or expenses, including but not limited to, attorney’s fees, arising out of or resulting from the performance or provision for services required under this Agreement, including damage to persons or property, provided that same is caused in whole or part by the error, omission, negligent act, failure to act, malfeasance, misfeasance, conduct, or misconduct of SUPPLIER, its agents, servants, officers, officials, employees, or subcontractors. CITY reserves its rights to be represented in any such action by its own counsel at its own expense. The indemnification obligations herein shall not be limited to the amount of insurance coverage required herein. In addition, in claims against any person or entity indemnified under this Section by an employee of SUPPLIER or its agents or subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for SUPPLIER or its agents or subcontractors, under Workers Compensation acts, disability benefits acts, or other employee benefit acts. This indemnification provision shall survive any termination or expiration of this Agreement.

B. **Sovereign Immunity.** CITY expressly retains all rights, benefits and immunities of sovereign immunity and nothing herein shall be deemed to affect the rights, privileges, and immunities of City as set forth in Section 768.28, Florida Statutes.

C. **Insurance.** SUPPLIER shall, at SUPPLIER’S own cost, procure insurance in accordance with Exhibit “B” Insurance Requirements, attached hereto and made a part hereof.

6. ALTERNATIVE DISPUTE/CONFLICT RESOLUTION.

A. In the event of a dispute related to any performance or payment obligation arising under this Agreement, the Parties agree to exhaust the conflict resolution procedures reasonably imposed by CITY prior to filing suit or otherwise pursuing legal remedies.

B. SUPPLIER agrees that it will file no suit nor otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in the dispute resolution procedures set forth in subsection (A) of this Section.

C. In the event that the CITY’S dispute resolution procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the Parties shall exercise their best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be reasonably imposed by CITY. The costs of voluntary mediation shall be shared equally among the Parties participating in the mediation.

7. ASSIGNMENT. SUPPLIER shall not assign this Agreement, any rights hereunder or any monies due or to become due, nor delegate or subcontract any obligations or work, without the prior written consent of CITY, and any such purported assignment without such written consent shall be void. This Agreement shall be binding on SUPPLIER’S heirs, executors, legal representatives, successors and permitted assigns.

8. AUDIT OF BOOKS AND RECORDS. SUPPLIER shall maintain all books, documents, papers, accounting records and other evidence pertaining to this Agreement during the term of this Agreement and for five (5) years subsequent to the expiration or termination of this Agreement or final payment whichever is later. CITY or CITY’S authorized representative, may at any reasonable times during the term of this Agreement and for five (5) years thereafter and upon reasonable notice, inspect and audit the books, documents, papers, accounting records and other evidence pertaining to this Agreement and SUPPLIER shall make such materials available at SUPPLIER’S office upon CITY’S request. In the event any audit or inspection conducted after final payment reveals any overpayment by CITY under the terms of this Agreement, SUPPLIER shall refund such overpayment to CITY within thirty (30) days of notice by CITY. SUPPLIER agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

9. AUTHORIZED REPRESENTATIVE. Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement, and to undertake all
obligations imposed on it. The person(s) executing this Agreement for SUPPLIER certifies/certify that he/she/they is/are authorized to bind SUPPLIER fully to the terms of this Agreement.

10. CHOICE OF LAW/JURISDICTION. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. In any action or proceeding required to enforce or interpret the terms of this Agreement, venue shall be of the Seventh Judicial Circuit in and for Flagler County, Florida, or the Middle District of Florida in Orlando, Fl., if in federal court.

11. COMPLIANCE WITH LAWS. SUPPLIER agrees to comply with all Federal, State, and City laws, ordinances, regulations, and codes applicable to the Services including, but not limited to, the following:

A. Discrimination/ADA. SUPPLIER shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and shall take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. SUPPLIER, moreover, shall comply with all the requirements as imposed by the Americans with Disability Act, the regulations of the Federal government issued thereunder, and any and all requirements of Federal or State law related thereto. If SUPPLIER or an affiliate is placed on a discriminatory vendor list, such action may result in termination by CITY. SUPPLIER shall certify, upon request by CITY, that it is qualified to submit a bid under Section 287.134, Discrimination, (2) (c), Florida Statutes.

B. Drug Free Workplace. SUPPLIER shall certify, upon request by CITY, that SUPPLIER maintains a drug free workplace policy in accordance with Section 287.0878, Florida Statutes. Failure to submit this certification may result in termination.

C. Immigration. CITY shall not intentionally award publicly-funded contracts to any SUPPLIER who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) Section 274A(e) of the Immigration and Nationally Act (INA)]. CITY shall consider the employment by SUPPLIER of unauthorized aliens, a violation of Section 274A (e) of the INA.

D. Conflict of Interest.

i. SUPPLIER hereby certifies that no undisclosed conflict of interest exists with respect to the Agreement, including, but not limited to, any conflicts that may be due to representation of other clients, customers or vendees, other contractual relationships of SUPPLIER, or any interest in property that SUPPLIER may have.

ii. SUPPLIER shall not engage in any action that would create a conflict of interest for any CITY employee or other person during the course of performance of, or otherwise related to, this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

iii. SUPPLIER further certifies that any conflict of interest that arises during the term of this Agreement shall be immediately disclosed in writing to CITY.

iv. Violation of this Section shall be considered as justification for immediate termination of this Agreement.

12. CONTRACT DOCUMENTS. The RFS and all submissions prepared by SUPPLIER in response to the RFS are incorporated herein by reference to the extent not inconsistent with the terms and conditions as set forth herein. Each Exhibit referred to and attached to this Agreement is an essential part of this Agreement. The Exhibits and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Agreement.

13. ENFORCEABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. The waiver of a breach of any term or condition of this Agreement or Purchase Order hereunder shall not be deemed to constitute the waiver of any other breach of the same or any other term or condition hereunder. In addition, neither CITY'S review, approval or acceptance of, nor payment for, any Goods provided hereunder shall be construed to operate as a waiver of any rights under this Agreement or the Purchase Order.
14. ENTIRE AGREEMENT. This Agreement shall constitute the entire understanding of the Parties and shall not be changed, amended, altered or modified except in writing and signed by authorized representatives of the Parties with the same formality and equal dignity herewith. All prior agreements, whether written or oral between the Parties relating to the subject matter hereof are superseded by this Agreement and are of no further force or effect. Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements, whether oral or written. No term included in any invoice, estimate, confirmation, acceptance or any other similar document in connection with this Agreement or a Work Order hereunder shall be effective unless expressly stated otherwise in a writing signed by authorized representatives of the Parties with the same formality and equal dignity herewith. Any amendments to this Agreement must be in writing signed by both Parties. In the event of a conflict between this Agreement and a Work Order or any other writing, this Agreement controls over such inconsistent or additional terms.

15. EXCLUSIVITY. The Parties agree that CITY hereunder is not guaranteeing that any minimum amount of Services will be ordered from SUPPLIER under this Agreement. The relationship between SUPPLIER and CITY is not one of exclusivity. Without limiting the foregoing, SUPPLIER agrees that CITY has the right to benchmark, whether formally or informally, any services offered by SUPPLIER or any terms of this Agreement or any Work Order and to competitively bid any project it may have.

16. INDEPENDENT CONTRACTOR. The relationship of the Parties established by this Agreement and all Work Orders is that of independent contractors. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the Parties, or as making the SUPPLIER, (including its officers, employees, and agents), the agent, representative, or employee of CITY for any purpose, or in any manner, whatsoever. Persons employed by SUPPLIER in the performance of Services and functions pursuant to this Agreement shall have no claim to pension, workers’ compensation, unemployment compensation, civil service or other employee rights or privileges granted to CITY’S officers and employees either by operation of law or by CITY.

17. INTERPRETATION. This Agreement is the result of bona fide arms length negotiations between CITY and SUPPLIER and all Parties have contributed substantially and materially to the preparation of the Agreement. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one party than against any other party.

18. MOST FAVORED CUSTOMER. SUPPLIER warrants and represents that all terms, including prices, charges, benefits and warranties, in this Agreement are at least as or more favorable than any terms that SUPPLIER has offered to any other person or entity, for the types of Services covered by this Agreement. If at any time during this Agreement SUPPLIER shall offer any other person or entity terms more favorable, SUPPLIER shall promptly notify CITY of such more favorable terms, and if such more favorable terms were offered by SUPPLIER to another person or entity CITY shall immediately receive the benefit of the more favorable terms for the remainder of this Agreement, including any renewals thereof, as well as retroactively to the effective date such more favorable terms were offered by SUPPLIER. Upon CITY’S request, SUPPLIER shall advise CITY in writing, executed by an officer of SUPPLIER, that this section has not been contradicted by SUPPLIER since the later of (i) the Effective Date of this Agreement or (ii) the date of the most recent notice provided by SUPPLIER pursuant to this section.

19. NOTICES. Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the Parties designate the following as the respective places for giving of notice:

**FOR CITY:**
The City Manager
City of Palm Coast
160 Lake Avenue
Palm Coast, Florida 32164

**FOR SUPPLIER:**
Charles Sparks, COO
Strategic Government Resources, Inc.
P.O. Box 1642
Keller, Texas 76244

20. ORDER OF PRECEDENCE. In the event of a conflict between the terms and conditions of this Agreement and any related exhibits, attachments, proposals, or Work Orders, the terms of this Agreement shall take precedence and control over those of the exhibit, attachment, proposal, or Work Order unless otherwise agreed to in writing by all Parties. In the event of a conflict between the terms and conditions of a Work Order and any related exhibits, attachments, or proposals, the terms of the Work Order shall take precedence and control over those of the exhibit, attachment, or proposal thereto unless otherwise agreed to in writing by all Parties.
21. PUBLIC RECORDS LAW.

A. The Parties specifically acknowledge that this Agreement is subject to the laws of the State of Florida, including without limitation, Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the Parties. If SUPPLIER is either a “contractor” as defined in Section 119.0701(1)(a), Florida Statutes, or an “agency” as defined in Section 119.011(2), Florida Statutes, SUPPLIER shall:

i. Keep and maintain all public records required by CITY to perform the Services herein; and

ii. Upon request from CITY’S custodian of public records, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; and

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement Term and following completion of the Agreement if SUPPLIER does not transfer the records to CITY; and

iv. Upon completion of the Agreement, transfer, at no cost, to CITY all public records in possession of SUPPLIER or keep and maintain public records required by CITY to perform the Services herein. If SUPPLIER transfers all public records to CITY upon completion of the Agreement, SUPPLIER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SUPPLIER keeps and maintains public records upon completion of the Agreement, SUPPLIER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY’S custodian of public records, in a format compatible with the information technology systems of CITY.

B. All requests to inspect or copy public records relating to the Agreement shall be made directly to CITY. Notwithstanding any other provision of this Agreement to the contrary, failure to comply with the requirements of this paragraph shall result in the immediate termination of the Agreement, without penalty to CITY. A contractor who fails to provide the public records to CITY within a reasonable time may be subject to penalties pursuant to Section 119.10, Florida Statutes. Further, SUPPLIER shall fully indemnify and hold harmless CITY, its officers, agents and employees from any liability and/or damages, including attorney’s fees through any appeals, resulting from SUPPLIER’S failure to comply with these requirements.

C. IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY’S CUSTODIAN OF PUBLIC RECORDS, ATTN: VIRGINIA SMITH, CITY CLERK, AT 386-986-3713, vsmith@palmcoastgov.com, 160 LAKE AVENUE, PALM COAST, FLORIDA 32164.

22. SEVERABILITY. If any term, provision or condition contained in this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable, shall not be affected thereby, and each term, provision, and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law when consistent with equity and the public interest.

23. SUBCONTRACTORS. In the event that SUPPLIER, during the course of this Agreement, requires the Services of any subcontractors or other professional associates in connection with performance of this Agreement or any Work Order, SUPPLIER must first secure CITY’S prior express written approval. Any subcontract shall be in writing and shall incorporate this Agreement and require the subcontractors to assume performance of SUPPLIER’S duties commensurately with SUPPLIER’S duties under this Agreement, it being understood that nothing herein shall in any way relieve SUPPLIER from any of its duties under this Agreement or any Work Order hereunder. SUPPLIER shall remain fully responsible for the performance of subcontractors or other professional associates. SUPPLIER shall provide CITY with executed copies of all subcontracts.

24. WAIVER. The failure of CITY to insist in any instance upon the strict performance of any provision of this Agreement, or to exercise any right or privilege granted to CITY hereunder, shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.
IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date below written for execution by the CITY.

CITY OF PALM COAST

By: Jim Landon
Print: Jim Landon
Title: City Manager
Date: Jun 13, 2018 | 4:50 PM EDT

Exhibits
A - Work Order Template Form
B - Insurance Requirements

STRATEGIC GOVERNMENT RESOURCES, INC.

By: Chuck Sparks
Print Name: Chuck Sparks
Title: Chief Operating Officer
Date: Jun 12, 2018 | 6:56 PM EDT
WORK ORDER # ________  DATE: ____/_____/20___
PO #: ____________________  Project Manager’s Initials _______

SUPPLIER INFORMATION                              BID DETAILS

<table>
<thead>
<tr>
<th>Name</th>
<th>Project Title</th>
<th>Bid #</th>
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<tbody>
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</table>

<table>
<thead>
<tr>
<th>Street</th>
<th>City, State, Zip</th>
<th>City Council Approval date</th>
</tr>
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<tbody>
<tr>
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</tr>
</tbody>
</table>

TOTAL COST: $_________________  (must equal amount of Purchase Order)

1. **INCORPORATION BY REFERENCE** The provisions of the agreement dated ___________ ________, ________ (“Agreement”) are hereby expressly incorporated by reference into and made a part of this Work Order.

2. **METHOD OF COMPENSATION** (chose one): ________ FIXED FEE ________ NOT TO EXCEED*  
   Fixed - Amount Proposed is set amount for services – will not change regardless of time. Not to exceed - Spend over time shall not exceed Total Cost without approved change order
   
   *If “NOT TO EXCEED”, then TOTAL COST is (chose one): ____UNIT BASED ____PERCENT OF FIXED FEE___%  

3. **PRICING** (chose one): ____ ATTACHED ____INCLUDED IN CONTRACT  

4. **SCHEDULE** (chose one): _____ AS NEEDED BASIS _____ SHALL BE COMPLETED BY - ____/____/20____  

5. **DESCRIPTION OF SERVICES** (chose one): _____ ATTACHED _____ INCLUDED IN CONTRACT  

6. **OTHER ATTACHMENTS TO THIS WORK ORDER:** _____No _____ Yes  
   If yes, identify below:
   
   ______________________________________________________________________  
   ______________________________________________________________________  

7. **TIME IS OF THE ESSENCE:** The obligation of Supplier to perform services shall commence upon execution of this Work Order and shall be completed as set forth above. Time is of the essence. Failure to meet the completion date shall be a material default and may be grounds for termination of this Work order and the Agreement.

8. **CONFLICT.** In the event of a conflict between the terms and conditions of the Agreement and this Work Order, the terms of the Agreement shall govern unless otherwise agreed to in writing by all parties. In the event of a conflict between the terms and conditions of this Work Order and any attachments, the terms of this Work Order shall govern unless otherwise agreed to in writing by all parties.

WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this _____ day of __________, 20______, for the purposes stated herein.

SUPPLIER APPROVAL  CITY APPROVAL

By: __________________________  By: __________________________
Print: ________________________  Print Name: ______________________
Title: _________________________  Title: Assistant City Manager or Designee
Date: _________________________

________________________________________
City Council Approval
EXHIBIT B
Insurance Requirements

1. GENERAL.

1.1. Prior to performance under this Agreement, SUPPLIER shall furnish CITY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required in Section 3 below. CITY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy using CG 1185 or its equivalent, as well as additional insured under the business auto policy. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by SUPPLIER and shall be maintained in force until the Agreement completion date. The insurance provided by SUPPLIER shall apply on a primary basis and any other insurance or self-insurance maintained by CITY or CITY’S officials, officers, or employees shall be in excess of and not contributing with the insurance provided by or on behalf of SUPPLIER. The Workers’ Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Certificate of Insurance shall provide that CITY shall be given not less than thirty (30) days written notice prior to the modification, cancellation or restriction of coverage.

1.2. Until such time as the insurance is no longer required to be maintained by SUPPLIER, SUPPLIER shall provide CITY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided. In addition to providing the Certificate of Insurance, if required by CITY, SUPPLIER shall, within thirty (30) days after receipt of the request, provide CITY with a certified copy of each of the policies of insurance providing the coverage required.

1.3. SUPPLIER waives all rights against CITY for recovery of damages to the extent covered by Commercial General Liability, Commercial Umbrella Liability, Business Auto Liability or Workers Compensation and Employers Liability insurance maintained per requirements herein.

1.4. Neither approval by CITY nor failure to disapprove the insurance furnished by a subcontractor or another supplier shall relieve SUPPLIER of SUPPLIER’S full responsibility for performance of any obligation including SUPPLIER indemnification of CITY under this Agreement.

1.5. It shall also be the responsibility of SUPPLIER to ensure that all of its subcontractors performing Services under this Agreement are in compliance with the insurance requirements of this Agreement as defined above.

1.6. Compliance with the insurance requirements set forth herein shall not relieve SUPPLIER, its employees or agents of liability from any indemnification obligation under this Agreement.

1.7. Nothing herein shall be construed as a waiver of sovereign immunity by CITY beyond the limits set forth in Section 768.28, Florida Statutes.

2. INSURANCE COMPANY REQUIREMENTS.

2.1. SUPPLIER shall obtain or possess and continuously maintain the coverage from a company or companies, with a Best’s Rating of “A” or better and a Financial Size Category of “VII” or better according to A.M. Best CITY. Companies issuing policies other than Workers’ Compensation, must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers’ Compensation may be issued by companies authorized as a group self-insurer by Section 440.57, Florida Statutes.

2.2. If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Section 440.57, Florida Statutes, or 3) fail to maintain the requisite Best’s Rating and Financial Size Category, SUPPLIER shall, as soon as SUPPLIER has knowledge of any such circumstance, immediately notify CITY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as SUPPLIER has replaced the unacceptable insurer with an insurer acceptable to CITY, SUPPLIER shall be deemed to be in default of this Agreement.

3. COVERAGE. Without limiting any of the other obligations or liability of SUPPLIER, SUPPLIER shall, at SUPPLIER’S sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum
requirements set forth in this subsection. The amounts and types of insurance shall conform to the following minimum requirements:

3.1. Workers’ Compensation/Employer’s Liability.

A. Workers Compensation Coverage SUPPLIER’S insurance shall cover SUPPLIER for liability which would be covered by the latest edition of the standard Workers’ Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. SUPPLIER will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers’ Compensation injury to the subcontractor’s employees. The minimum required limits to be provided by both SUPPLIER and its subcontractors is outlined in subsection (b) below. In addition to coverage from the Florida Workers’ Compensation Act, where appropriate, coverage is to be included for the Federal Employers’ Liability Act and any other applicable Federal or State law. Subject to the restrictions of coverage found in the standard Workers’ Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers’ Compensation Act, the United States Longshoremen’s and Harbor Workers’ Compensation Act, or any other coverage customarily insured under Part One of the standard Workers’ Compensation Policy.

B. Employers Liability Coverage

<table>
<thead>
<tr>
<th>LIMITS</th>
<th>Amounts</th>
</tr>
</thead>
<tbody>
<tr>
<td>Each Accident</td>
<td>$500,000.00</td>
</tr>
<tr>
<td>Disease-Each Employee</td>
<td>$500,000.00</td>
</tr>
<tr>
<td>Disease-Policy Limit</td>
<td>$500,000.00</td>
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</table>

3.2. Commercial General Liability.

Using the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability:

<table>
<thead>
<tr>
<th>LIMITS</th>
<th>Amounts</th>
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</thead>
<tbody>
<tr>
<td>General Aggregate (per project)</td>
<td>$2,000,000.00 or 2x Per Occurrence (whichever is greater)</td>
</tr>
<tr>
<td>Personal &amp; Advertising Injury Limit</td>
<td>$1,000,000.00</td>
</tr>
<tr>
<td>Each Occurrence Limit</td>
<td>$1,000,000.00</td>
</tr>
</tbody>
</table>

The CGL limits may be satisfied by a combination of primary CGL and Umbrella/Excess coverage. When Umbrella/Excess is provided it shall follow form.

3.3. Business Auto Policy.

SUPPLIER’S insurance shall cover SUPPLIER for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned and hired autos.

The minimum limits to be maintained by SUPPLIER (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, SUPPLIER shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by SUPPLIER shall be a minimum of three (3) times the per accident limit required and shall apply separately to each policy year or part thereof.

The minimum amount of coverage under the Business Auto Policy shall be:

<table>
<thead>
<tr>
<th>LIMITS</th>
<th>Amounts</th>
</tr>
</thead>
<tbody>
<tr>
<td>Each Occurrence Bodily Injury and Property Damage Liability Combined</td>
<td>$1,000,000.00</td>
</tr>
</tbody>
</table>

3.4. Professional Liability: SUPPLIER shall provide professional liability insurance as well as errors and omission insurance in a minimum amount of $1,000,000 CSL or its equivalent, with a combined single limit of not less than $1,000,000, protecting SUPPLIER against claims of the City for negligence, errors, mistakes, or omissions in the performance of Services to be performed and furnished by SUPPLIER.
## WORK ORDER # 1

**PO #:**  __________________

**DATE:** ____/_____/20___

**Project Manager**

**Initials _______**

### SUPPLIER INFORMATION

<table>
<thead>
<tr>
<th>Name</th>
<th>Strategic Government Resources, Inc</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street</td>
<td>P.O. Box 1642</td>
</tr>
<tr>
<td>City, State, Zip</td>
<td>Keller, TX 76244-1642</td>
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### BID DETAILS

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<tr>
<th>Project Title</th>
<th>Executive Search Firm</th>
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<tr>
<td>Bid #</td>
<td>RFS-ADM-18-25</td>
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<tr>
<td>City Council Approval date</td>
<td>6/5/18</td>
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</tbody>
</table>

**TOTAL COST:** $28,000 includes expenses

*must equal amount of Purchase Order*

1. **INCORPORATION BY REFERENCE** The provisions of the agreement dated June 13, 2018 (“Agreement”) are hereby expressly incorporated by reference into and made a part of this Work Order.

2. **METHOD OF COMPENSATION** (chose one):  
   - [ ] FIXED FEE
   - [ ] NOT TO EXCEED*  

   Fixed - Amount Proposed is set amount for services – will not change regardless of time. Not to exceed - Spend over time shall not exceed Total Cost without approved change order

   *If “NOT TO EXCEED”, then TOTAL COST is (chose one):  
   - [ ] UNIT BASED  
   - [ ] PERCENT OF FIXED FEE ___%  

3. **PRICING** (chose one):  
   - [ ] ATTACHED  
   - [ ] INCLUDED IN CONTRACT

4. **SCHEDULE** (chose one):  
   - [ ] AS NEEDED BASIS  
   - [ ] SHALL BE COMPLETED BY - TB/D 2018

5. **DESCRIPTION OF SERVICES** (chose one):  
   - [ ] ATTACHED  
   - [ ] INCLUDED IN CONTRACT

6. **OTHER ATTACHMENTS TO THIS WORK ORDER**:  
   - [ ] No  
   - [ ] Yes

   If yes, identify below:  
   
   Pricing is set forth in Supplier’s response to RFS. Description of Services is set forth in RFS documents and Supplier’s response. Both are incorporated into the Master Services Agreement. Timing/ project schedule to be mutually agreed upon by the parties.

7. **TIME IS OF THE ESSENCE**: The obligation of Supplier to perform services shall commence upon execution of this Work Order and shall be completed as set forth above. Time is of the essence. Failure to meet the completion date shall be a material default and may be grounds for termination of this Work Order and the Agreement.

8. **CONFLICT.** In the event of a conflict between the terms and conditions of the Agreement and this Work Order, the terms of the Agreement shall govern unless otherwise agreed to in writing by all parties. In the event of a conflict between the terms and conditions of this Work Order and any attachments, the terms of this Work Order shall govern unless otherwise agreed to in writing by all parties.

**WITNESS WHEREOF,** the parties hereto have made and executed this Work Order on this _____ day of __________, 20______, for the purposes stated herein.

### SUPPLIER APPROVAL

**By:** Chuck Sparks  
**Print:** chuck_sparks  
**Title:** Chief Operating Officer  
**Date:** Jun 12, 2018 | 6:56 PM EDT  
**Email:** cindyhanna@governmentresource.com

### CITY APPROVAL

**By:**  
**Print Name:**  
**Title:** Assistant City Manager or Designee  
**Date:**
CONTRACT EXECUTIVE OVERVIEW
(Non-Construction)

Vendor Name: Strategic Government Resources, Inc.

Project Name: Executive Search Firm

Bid/Reference #: RFS-ADM-18-25

Contract Type: Master Service Agreement

Contract Value: $28,000

Resolution #: 2018-72

City Council Approval Date: 6/5/2018

Standard Contract Template (Y/N): Y

Length of Contract: 1 year

Renewable (Y/N): Y

City’s Project Manager: Beau Falgout

Brief Description/Purpose:
Executive recruiting firm to assist with search and selection of next City Manager

Approvals:

Responsible Dept. Director: Chuck Sparks

City Finance: Helena Ables

City Attorney: William E. Reischmann, Jr.

Asst. City Mgr.: Tim Landon

City Manager: Chuck Sparks

Vendor Email Address: chuck.sparks@governmentresources.com
**CERTIFICATE OF LIABILITY INSURANCE**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**
Lockton Companies, LLC
5847 San Felipe, Suite 320
Houston, TX 77057

**INSURED**
InSperity, Inc. L/C/F
STRATEGIC GOVERNMENT RESOURCES, INC.
19001 Crescent Springs Drive
Kingwood, TX 77339

**COVERAGE**

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<td></td>
<td>OTHER:</td>
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</table>

| AUTOMOBILE LIABILITY |   |       |         |               |        |
| ANY AUTO |   |       |         |               |        |
| ALL OWNED AUTOS |   | SCHEDULED AUTOS |         |               |        |
| HIRED AUTOS |   | NON-OWNED AUTOS |         |               |        |

| UMBRELLA LIAB |   | OCCUR |         |               |        |
| EXCESS LIAB |   | CLAIMS-MADE |         |               |        |

| DED | RETENTION |   |       |         |        |

| WORKERS COMPENSATION AND EMPLOYERS’ LIABILITY |   | Y / N |   | C64659741 | 10/1/2017 | 10/1/2018 |
| ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? |   | Y / N |   | N / A |         |         |
| (Mandatory in NH) |   |       |   |     |         |         |
| If yes, describe under DESCRIPTION OF OPERATIONS below |   |       |   |     |         |         |

**CERTIFICATE HOLDER**

CITY OF PALM COAST, FL
ROSE CONCEICAO
160 LAKE AVENUE
PALM COAST, FL 32164

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.
TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule, where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule. The premium for this endorsement is shown in the Schedule.

Schedule

1. (X) Specific Waiver
   Name of person or organization:
   City of Palm Coast, FL
   160 Lake Avenue
   Palm Coast, FL 32164

2. Blanket Waiver
   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

3. Operations:
   RFS-ADM-18-25

4. Premium:
   The premium charge for this endorsement shall be INCLUDED percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: INCLUDED

Authorized Representative
**CERTIFICATE OF LIABILITY INSURANCE**

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFRS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**
A R Schell & Son Agency Inc
1001 East 15th Street #100
Plano
TX 75074

**INSURED**
Strategic Government Resources Inc,
P O BOX 1642
Keller
TX 76244

**COVERAGES**

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<td>INSURER C :</td>
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<td>INSURER F :</td>
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**INSURER(S) AFFORDING COVERAGE**

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<tr>
<td>41513</td>
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**DATE (MM/DD/YYYY)**
06/12/2018

**CONTACT**
M Stella Burrows
(972) 423-4546
sburrows@schellinsurance.com

**POLICY NUMBER:**
PAS008156699

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<th>POLICY exp (MM/DD/YYYY)</th>
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<tbody>
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<td>CLAIMS-MADE</td>
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<td>12/01/2018</td>
<td>EACH OCCURRENCE $2,000,000</td>
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<td>DAMAGE TO RENTED PREMISES (Ex occurrence) $1,000,000</td>
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<td>MED EXP (Any one person) $10,000</td>
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<td></td>
<td>PERSONAL &amp; ADV INJURY $2,000,000</td>
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<td>GENERAL AGGREGATE $4,000,000</td>
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<td>PRODUCTS - COMPO/AGG $4,000,000</td>
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**POLICY NUMBER:**
PAS008156699

<table>
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<tr>
<th>INSURER</th>
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<th>POLICY exp (MM/DD/YYYY)</th>
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<tr>
<td>A</td>
<td>AUTOMOBILE LIABILITY</td>
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<tr>
<td>A</td>
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<td>NON-OWNED</td>
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<td>PROPERTY DAMAGE (Per accident) $</td>
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<tr>
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<td>UMBRELLA LIABILITY</td>
<td>OCCUR</td>
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<td></td>
<td></td>
<td>EACH OCCURRENCE $1,000,000</td>
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<td>CLAIMS-MADE</td>
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**POLICY NUMBER:**
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**EXCESS LIABILITY**

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<td>WORKERS COMPENSATION</td>
<td>Y/N</td>
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<td></td>
<td>AND EMPLOYERS' LIABILITY</td>
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<td>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?</td>
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<td>(Mandatory in NH)</td>
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<td>If yes, describe under</td>
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<td>DESCRIPTION OF OPERATIONS below</td>
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<td>B</td>
<td>PROFESSIONAL LIABILITY</td>
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**POLICY NUMBER:**
MPL220146518

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<tbody>
<tr>
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<td></td>
<td></td>
<td>EACH OCCURRENCE $1,000,000 Per Claim</td>
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<td></td>
<td></td>
<td></td>
<td>Ded $5000</td>
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</tbody>
</table>

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

**CERTIFICATE HOLDER**
City of Palm Coast
Rose Conceicao - Risk Mgmt
160 Lake Avenue
Palm Coast
FL 32164

**CANCELLATION**

**AUTHORIZED REPRESENTATIVE**

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City of Palm Coast, Florida

Agenda Item

Agenda Date: 06/05/2018

<table>
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Subject: RESOLUTION 2018-XX SELECTING AN EXECUTIVE SEARCH FIRM

Background:

**UPDATE TO THE MAY 29, 2018 WORKSHOP**
This item was heard by City Council at their May 29, 2018 Workshop. City Council received presentations from the two executive search firms. City Council can determine whether or not to select an executive search firm and award a contract.

**ORIGINAL BACKGROUND FROM THE MAY 29, 2018 WORKSHOP**
At City Council’s direction, City staff advertised and released a Request for Solutions (RFS) for Executive Search Firms to assist City Council in the search, recruitment, and selection of the next City Manager. After receiving and ranking the responses, one firm withdrew their response. City Council shortlisted the top two firms and directed City staff to setup presentations with Strategic Government Resources and Springsted|Waters.

City staff have informed each firm to be prepared to provide a 15 minute presentation and 15 minutes for questions & answers. At the June 5th business meeting, City Council can determine whether to award a contract to either firm.

Recommended Action:
For Council action.
RESOLUTION 2018 - ___
EXECUTIVE SEARCH FIRM

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, SELECTING AN EXECUTIVE SEARCH FIRM; AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH THE SELECTED FIRM; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Palm Coast desires to have an executive search firm conduct the search for the next City Manager; and

WHEREAS, the City Council received presentations from two executive search firms.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA AS FOLLOWS:

SECTION 1. APPROVAL OF SELECTION. The City Council of the City of Palm Coast hereby selects ____________________________ as the executive search firm for the next City Manager.

SECTION 2. AUTHORIZATION TO EXECUTE. The City Manager is hereby authorized to execute a contract with the firm selected by City Council.

SECTION 3. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 4. CONFLICTS. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 5. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.
SECTION 6. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Council.

DULY PASSED and approved by the City Council of the City of Palm Coast, Florida, on this 5th day of June 2018.

CITY OF PALM COAST, FLORIDA

ATTEST: ____________________________

MILISSA HOLLAND, MAYOR

_______________________________

VIRGINIA A. SMITH, CITY CLERK

Approved as to form and legality

_______________________________

William E. Reischmann, Jr., Esquire
City Attorney
RESOLUTION 2018 - 72
EXECUTIVE SEARCH FIRM

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, SELECTING AN EXECUTIVE SEARCH FIRM; AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH THE SELECTED FIRM; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Palm Coast desires to have an executive search firm conduct the search for the next City Manager; and

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DULY PASSED and approved by the City Council of the City of Palm Coast, Florida, on this 5th day of June 2018.

CITY OF PALM COAST, FLORIDA

ATTEST:

M. Holland

Milissa Holland, Mayor

Approved as to form and legality

William E. Reischmann, Jr., Esquire
City Attorney
December 21, 2018

The Honorable Lumon J. May, Chair
Escambia County Board of County Commissioners
221 Palafox Place, Ste. 400
Pensacola, FL 32502

Re: Florida Association of County Managers Consulting

Dear Chairman May:

Thank you for reaching out to the Florida Association of County Managers ("the Association") regarding Escambia County’s upcoming search for a new County Administrator. It is the Association’s pleasure to assist you in this effort.

A county’s selection of a county administrator is one of the most crucial decisions a Board of County Commissioners makes for its community. The professional execution of county commissions’ policy decisions is the foundation of a healthy, thriving county. In recognition of the importance of this selection, the Association has launched a new initiative to provide recruiting guidance and peer-review services to those counties that desire assistance.

The Association proposes the following terms of this limited engagement:

Florida Association of County Managers’ Responsibilities
If the County chooses to take the Association up on its offer, the Association will assist the County with the following tasks:

1. Provide assistance to Escambia County staff on recruitment techniques, by providing suggestions on where to place advertisements to solicit qualified applicants and suggestions on the wording of the County’s recruitment profile and advertisement of the position;

2. Provide assistance to Escambia County by actively recruiting qualified applicants;

3. Provide assistance to the Board of County Commissioner and Escambia County staff to develop a list of identified characteristics and attributes of a successful candidate, the appropriate selection criteria, and a suggested selection process and timeline;

4. Facilitate a volunteer group of Florida county administrators and/or former county administrators to review the qualifications of the list of candidates, as
the list is identified by the Board of County Commissioners and/or Escambia County staff for review, and to report the findings of that review to the Board and/or Escambia County staff, as directed. (Note: this group will review external candidates only with review of internal candidates being the responsibility of County staff.); and

(5) Pursuant to Item (3) above, FACM will recommend a short list of candidates for consideration.

**County Responsibilities**

County staff is responsible for receiving the applications, screening the applicants, conducting the background checks of applicants, placing (or being responsible for placing) all advertisements soliciting applicants, scheduling and coordination of interviews and other necessary or requested County meetings related to the recruitment and selection process. The County would also be wholly responsible for negotiating the terms of any employment offer and will provide the primary point of contact for all questions and inquiries relating to the recruitment process.

**Compensation**

The Association proposes a flat fee of $5,000. This fee will be used to cover direct and indirect costs associated with the services and any remaining funds will be retained for the Association’s mission in support of educating County Administrators throughout Florida.

The Association will not invoice the County for the $5,000 fee until the delivery of the candidate review report and short list. Upon delivery of that report, this arrangement will terminate. In addition, if either the Association or the County believes it is in its individual best interest to end this arrangement, either one can do so by providing written notice to the other (via U.S. Mail, facsimile or email). Once that notice is received, this arrangement will be at an end. The County will have no financial obligation to the Association if termination by either party is sought before the delivery of the Florida county administrator candidate review report.

**Costs**

The County will solely bear the costs of its activities and responsibilities for the filling of the county administrator position (including, by way of example only, the costs of advertising for the position, any reimbursements of travel and per diem for candidates, copying, overhead, and postage). Expenses incurred by the Association relating to this effort including, conference calls; mileage; travel; copying; and, other administrative costs are included within the $5,000 fee. There will be no additional obligations on the part of the County for the Association’s costs.

It is anticipated that most of the work under this arrangement will be conducted by way of conference calls and in-person meetings.

**Timeline**

The Association understands the County’s need to move efficiently, quickly and deliberately. The Association believes that it can deliver the Florida county administrator candidate review report within the requested time period of the County’s counter signature to this letter and receipt of the applications.
Association Point of Contact
The Association anticipates that Ms. Stephanie Kopolousos, Clay County Administrator and President of the Florida Association of County Managers, will be the primary point of contact for the Association under this arrangement. It is anticipated that Mr. Vincent S. Long, Leon County Administrator has volunteered to Chair the recruitment committee which will assist Escambia County.

County Point of Contact
The Association anticipates that Escambia Human Resources Director, Eric Kleinert, will be the primary point of contact for Escambia County under this agreement.

If this letter and its contents are agreeable to the County, please sign and date at the bottom of this letter. Then, please return the counter-signed letter to the attention of Mr. Vincent S. Long at the Florida Association of County Managers with a "cc" to Emily Anderson at eanderson@flcounties.com.

Sincerely,

[Signature]

Vincent S. Long, Chair, Recruitment Committee
Florida Association of County Managers

VSL:ea

cc: FACM Officers

AGREED TO by Escambia County, Florida:

______________________________
Amy L. Lovoy, Assistant County Administrator
Escambia County

ATTEST: Pam Childers
Clerk of the Circuit Court

______________________________
Deputy Clerk
BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA

NOTICE OF INTENT TO AWARD BID

RFP NO 18/19-13, Executive Search Firm Services – County Manager

In accordance with the provisions of Section 8.N of the Clay County Purchasing Policy, notice is hereby given and posted of the decision of the Board of County Commissioners of Clay County, Florida (hereinafter the “Board”) with respect to RFP No. 18/19-13, Executive Search Firm Services – County Manager. Responses to RFP No. 18/19-13 were opened on January 11, 2019. During its regular meeting on January 22, 2019, the Board rendered its decision to award RFP No. 18/19-13 to Colin Baenziger & Associates. This notice of intent to award bid is the official notification regarding said selection. The decision of the Board is final subject to 72 hour period for protest. Failure to file a protest within the time prescribed in Section 8.N of the Clay County Purchasing Policies shall constitute a waiver of proceedings under Section 8.N Bid Awards and Protests.

S. C. Kopelousos
County Manager

Date of Posting: 1/23/19
Date of Removal: 1/28/19

Time of Posting: 8:05 a.m.
Time of Removal: 10:15 a.m.

Initials: D F

Attachment 5