

AGENDA	
Section	Unfinished Business
Item No.	V B

Meeting Date
February 7, 2017



AGENDA REPORT
 BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Recruitment/Selection – County Manager
DEPT/OFFICE:	Office of Human Resources

Requested Action:

The Office of Human Resources is requesting Board direction concerning the draft proposal for executive recruiting consulting services for the position of County Manager. It is also requested that the Board provide direction relating to Human Resources advertising and accepting applications for the County Manager position. Consultant Services – Estimated Cost \$30,000.

Summary Explanation & Background:

On February 2, 2017, the Board of County Commissioners directed staff to proceed with developing a draft Request for Proposal (RFP) for a Consultant to perform executive recruiting for the County Manager position and bring back to Board for discussion and input. This RFP would seek proposals from qualified executive search firms with the objective of filling the position of County Manager through a nationwide search.

Item #1:

Staff is requesting specific Board input concerning:

- (1) Selection Criteria and the Weighting
Recommended Selection Criteria and Weight:

(a) Quality and Thoroughness of Proposal	30%
(b) Qualifications/Experience /Workload	30%
(c) Scope of Work/Methodology	30%
(d) Fee	10%

- (2) Selection Committee Make-up and Appointment of Commissioner to Selection Committee
Suggested Committee:
 Appointed Commissioner, Human Resources Director and County Attorney Representative

- (3) Final Selection Determination by the Board options:
 - (a) Board review of selection committee’s recommendation to award proposal; or
 - (b) In order to expedite process, Authorize County Manager to review selection committee’s recommendation to award proposal and execute contract; or
 - (c) Board interview of top three selection committee recommendations with the Board making a final selection

Fiscal Impact: RFP Contract Services, \$30,000 projected estimate funded from General Government (200500)

Contact: Jerry Visco, Human Resources Director; Gerald.Visco@brevardfl.gov

Clerk to the Board instruction:

Exhibits Attached: Draft Request for Proposal – Consultant to Perform Executive Recruiting

Contract /Agreement (If attached): Reviewed by County Attorney		Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	PR	<input type="checkbox"/>
County Manager	Assistant County Manager					Department Director / Extension	
Stockton Whitten	Assistant County Manager					Jerry Visco, Human Resources Director	



Tammy Rowe, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972
Tammy.Rowe@brevardclerk.us

February 8, 2017

M E M O R A N D U M

TO: Jerry Visco, Human Resources Director

RE: Item V.B., Board Direction for Recruitment/Selection of County Manager

The Board of County Commissioners, in regular session on February 7, 2017, directed you to proceed with a Request for Proposal (RFP) for a consultant to perform executive recruiting for the County Manager position through a nationwide search using selection criteria of Quality and Thoroughness of Proposal 30 percent, Qualification/Experience/Workload 30 percent, Scope of Work/Methodology 30 percent, and Fee 10 percent; approved the selection committee make-up of one Commissioner, Human Resources Director, and a County Attorney representative; appointed Commissioner Smith to be on the Selection Committee; and the final selection determination to be by Board review of selection committee's recommendation to award proposal.

Your continued cooperation is greatly appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe, Deputy Clerk

cc: Each Commissioner
County Attorney
Assistant County Manager Abbate

BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA
REQUEST FOR PROPOSALS
#P-3-17-05
CONSULTANT TO PERFORM EXECUTIVE RECRUITING

Introduction and Background

Brevard County, Florida (County) is requesting Proposals from qualified executive search firms with the objective of filling the position of County Manager through a nationwide search.

This Request for Proposals (RFP) describes the services in general, the required scope of services, the selection process, and the minimum information that must be included with the submittal.

Section 1 General Terms and Conditions

- 1.1 Failure to submit information in accordance with the requirements and procedures listed herein may be cause for disqualification.
- 1.2 The County reserves the right to reissue the RFP with or without cause and reissue or forego the requirements set forth herein.

1.3 **Availability of Funds**

Brevard County's Budget is based upon a fiscal year beginning October 1 and ending September 30 and is developed in accordance with Chapters 129 and 200 of the Florida Statutes. Additionally, the County complies with Brevard County's Charter. The obligations of Brevard County under this award are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and/or the Board of County Commissioners.

1.4 **Questions Concerning RFP/No Contact Provision**

Proposers are hereby notified not to contact any member of the Selection Committee or any member of the County Commission or Commission District staff, except as provided herein regarding this proposal until such time, as a contract has been awarded. All inquiries pertaining to this RFP shall be directed through Purchasing Services. Failure to abide by this condition of the RFP may be cause for rejection of the firm's proposal.

Questions concerning any portion of this RFP shall be directed in writing to the below named individual who shall be the official point of contact for this RFP. Questions must be submitted at least five (5) days prior to the closing date.

Mark envelope(s) and submit questions to:

QUESTION: RFP NO. P-3-17-05, CONSULTANT TO PERFORM EXECUTIVE
RECRUITING

Attn: Leslie Rothering, Purchasing Manager

Brevard County Purchasing Services
2725 Judge Fran Jamieson Way Building C, Ste. C303
Viera, Florida 32940
Email: leslie.rothering@brevardfl.gov

Tel: (321) 617-7390
Fax: (321) 617-7391

1.5 Clarification and Addenda

It is incumbent upon each respondent to carefully examine these specifications, terms and conditions contained herein. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information shall be made in writing (facsimile transmissions acceptable) through the person listed above. The County shall not be responsible for any oral representation(s) given by any employee, representative or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

If it becomes necessary to revise or amend any part of this RFP, notice will be given to all prospective proposers who were sent a Request For Proposal. Failure to acknowledge receipt of amendments by the proposer in their proposal may be cause for rejection of the proposal. It is incumbent upon each proposer to ensure that they have received all addendum and amendments to this RFP before submitting their proposals.

1.6 Proposal Closing Date and Time

The original proposal and six (6) copies of the proposal must be received by Brevard County Purchasing Services, 2725 Judge Fran Jamieson Way, Third Floor, Building C, Suite C303, Viera, Florida, 32940, **no later than 3:00 p.m. E.S.T, February 23, 2017.** Proposals received after this time will not be accepted or considered. **The official time clock for the receipt of proposals shall be the date and time stamp clock located in the Purchasing office.**

The names of the firms submitting proposals will be read aloud at this time. No details of the proposals will be released until such time that it is made available under Section 119.071(1)(b), Florida Statutes.

1.7 Delivery of Proposals

All proposals shall be sealed and delivered or mailed to (faxes will not be accepted):

Brevard County
Purchasing Services
2725 Judge Fran Jamieson Way, Building C, Ste. C303
Viera, Florida 32940

Mark package(s): RFP No. P-3-17-05/Consultant to Perform Executive Recruiting
Due Date/Time: _____

Note: Please ensure that if you use a third party carrier (Federal Express, Airborne, UPS, etc.) that they are properly instructed to deliver your proposal only to Purchasing Services on the third (3rd) floor at the above address. **Vendors are advised that U.S. Postal Service 1st Class and Express mail is delivered to a P.O. Box and is not delivered to the Purchasing Services Office. Delivery via the USPS is at the**

vendor's risk. To be considered, a **proposal must be accepted in Purchasing Services no later than the RFP closing date and time.** If the proposal is delivered anywhere else, it may not reach Purchasing Services in time.

1.8 Americans with Disabilities Act

In accordance with the Americans with Disabilities Act and Section 286.26, F.S., persons with disabilities needing special accommodations to participate should contact the Purchasing Services Office no later than 48 hours prior to any meeting at (321) 617-7390 for assistance.

1.9 Minority and Disadvantaged Businesses

Brevard County solicits and encourages minority and disadvantaged business enterprise participation. MBE'S and DBE's will be afforded full consideration of their responses and will not be subject to discrimination.

1.10 Conflict of Interest/No Contact Provision

Proposers shall provide an affirmative statement that no officers, employees, or parties affiliated with the proposer's firm are employed by or is an officer of Brevard County, Florida.

Proposers are hereby notified not to contact any member of the Selection Committee, or any member of the County Commission District staff, except as provided herein regarding this proposal until such time, as a contract has been awarded. All inquiries pertaining to this RFP shall be directed through Purchasing Services. Failure to abide by this condition of the RFP may be cause for rejection of the firm's proposal.

1.11 Incurred Expenses

This RFP does not commit the County to award a contract, nor shall the County be responsible for any cost or expense which may be incurred by the proposer in preparing and submitting the proposal called for in this RFP, or any cost or expense incurred by the proposer prior to the execution of a contract agreement.

1.12 Proposal Acceptance/Rejection

The County reserves the right to accept or reject any or all proposals received as a result of this RFP, or to negotiate separately with any proposer, and to waive any informalities, defects or irregularities in any proposal, or to accept that proposal or proposals, which in the judgement of the proper officials, is in the best interest of the County.

1.13 Post Bid Discussions with Proposers

It is the County's intent to commence final contract negotiations with the proposer(s) deemed most advantageous to the County in accordance with the evaluation criteria specified elsewhere in this RFP. The County reserves the right, however, to conduct post-bid discussions with any proposer possessing a realistic possibility of contract award including request for additional information and request for "best and final" offers.

1.14 Presentations by Proposers

The County, at its sole discretion, may ask any proposer to make an oral presentation and/or demonstration without charge to the County. The County reserves the right to

require any proposer to demonstrate to the satisfaction of the County that the proposer has the fiscal and technical ability to the services as proposed. The demonstration must satisfy the County and the County shall be the sole judge of compliance.

1.15 Governing Laws

Except to the extent Federal law is applicable, the interpretation, effect and validity of any contract(s) resulting from this RFP shall be governed by the laws and regulations of the State of Florida, and the County of Brevard Florida. Venue of any court action shall be in Brevard County. In the event that a suit is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

1.16 Disclosure of Proposal Content

All proposals shall be held confidential to the extent permitted by law from parties other than the County until the recommendation for award is made.

Both parties understand that the County is subject to the Florida Public Records Law, Chapter 119, Florida Statutes. If the materials provided by the Proposer do not fall under a specific exemption, as required by that statute, materials provided by the Proposer to the County would have to be provided to anyone making a public records request.

Should any person or entity make a public request of the County which requires or would require the County to allow inspection or provide copies of records which the Proposer maintains are exempt from Public Records Law or are confidential, it shall be the Proposer's obligation to provide the County within 24 hours (not including weekends and legal holidays), of notification by the County to the Proposer of the request, of the specific exemption or confidentiality provision so the County will be able to comply with the requirements of Fla. Stat. 119.07(1)(b). Should the County face any kind of legal action to require or enforce inspection or production of any records provided by the Proposer to the County which the Proposer maintains are exempt or confidential from such inspection/production as a public record, then the Proposer shall hire and compensate attorney(s) who shall represent the interest of the County as well as the Proposer in defending such action. The Proposer shall also pay any costs to defend such action and shall pay any costs and attorneys fees which may be awarded pursuant to Fla. Stat. 119.12.

All material submitted becomes the property of the County and may be returned only at the County's option. The County has the right to use any or all ideas presented in any reply to this RFP. Selection or rejection of any proposal does not affect this right. All submittals will become part of the Public Records of Brevard County pursuant to Chapter 119 of Florida Statutes.

1.17 The publication of the Request for Proposal (RFP) or the submission of proposals shall in no way bind the County to contract for this service. The County reserves the right to cancel, alter or amend this RFP. The County reserves the right to pursue additional potential services. This Request for Proposals does not commit the County to select a

preferred offeror or to enter into an agreement to implement a selection.

1.18 Incurred Costs

This RFP does not commit the County to defray any costs incurred by the Consultant in responding to the RFP. All information submitted shall become the property of the County and, as such, may be subject to public review as public records. The County reserves the right to request clarifications from any or all members of the submitting firms. However, the County shall not be required to request missing information from the submittal which may cause them to be considered non-responsive. The County shall provide the release of all public information concerning the selection, including the selection announcements and contract awards. Those desiring to release information to the public must receive written approval from the County.

1.19 Lobbying Statement

Consultants, their team members, agents, lobbyists, attorneys and others shall not contact members of the BOCC at any time during the solicitation process. All firms are hereby placed on notice the County Commission and staff shall not be contracted about this RFP. Firms and their agents are hereby placed on notice that they are not to contact members of the County Commission or staff (with the exception of the designated liaison). Public meetings and public deliberations of the Selection Committee are the only acceptable forum for the discussion of merits of products/services requested by the Request for Proposal; and written correspondence in regard to RFPs may be submitted to the Purchasing Services office. Each RFP will have one non-voting staff member designated who will serve as the liaison. All questions or comments shall be directed to the Central Services Department Director or his designee. Failure to adhere to these requirements could result in Board action to disqualify your firm from consideration of award.

Section 2 Consultant's Role

- 2.1 Upon receipt of the official Notice to Proceed, the Consultant shall conduct a nationwide search for a candidate for the aforementioned position. The Consultant shall identify eight (8) to ten (10) prospective candidates.
- 2.2 Interviews and reference checks shall be completed by the Consultant on the eight (8) to ten (10) candidates identified.
- 2.3 After evaluation and review of these candidates, the Consultant shall conduct in-depth background checks on the eight (8) to ten (10) candidates who merit the most consideration and present summaries of their qualifications and related information to the Board of County Commissioners (BOCC).
- 2.4 The Consultant shall finalize a process for interviews to be held by the BOCC; coordinate candidate interviews; and brief the BOCC as necessary.

Section 3 Scope of Services

The nationwide search for candidates for this position shall result in the development of a list of

candidates interested in the position who possess the qualities, experience and training defined by the BOCC. Based on an analysis of the background, education, training, experience and other desirable qualities of the candidates a final list of no less than eight (8) candidates is to be provided to the BOCC for their consideration.

The Consultant shall provide the following services as a minimum but not be limited to:

- 3.1 Bi-weekly activity reports summarizing and detailing the progress of the candidate search. The Consultant shall agree to respond immediately to all inquiries from the BOCC regarding the progress of the candidate search.
- 3.2 Meetings with each County Commissioner individually and then collectively at a Board Workshop to:
 - a. Develop and establish the background, education, training, experience, knowledge, skills, abilities, management style and other appropriate characteristics desired for the position.
 - b. Develop and establish the screening, interview and selection process to be utilized for selection of a County Manager from the listing of finalists.
- 3.3 Developing a strategy to accomplish the recruitment, including outreach to qualified candidates who might not otherwise express an interest, whether currently employed or not, to encourage applicants from diverse backgrounds to apply. Recruitment should utilize services provided by, but not limited to, the National Association of Counties (NACo), International City/County Management Association (ICMA), and any additional appropriate venues identified by the Consultant.
- 3.4 Reviewing the resumes of all applicants for background and qualifications to identify up to ten (10) but no less than eight (8) candidates who present the most promising qualifications for the position.
- 3.5 Providing a complete listing and copies of resumes of all candidates applying or expressing interest in the County Manager position to each County Commissioner.
- 3.6 Based upon a majority vote of the County Commission, adding any additional candidates identified by the County Commission to the short list (8-10 candidates) for further evaluation and screening, as outlined in Sections 3.7 through 3.10 of this Request for Proposal.
- 3.7 Conducting interviews (by phone, video-conference, or in person) with the candidates to clarify each applicant's qualifications and to prepare a written summary of each candidate.
- 3.8 Further evaluating the candidates including review of the interview results and conducting in-depth reference checks with individuals who are or have been in positions of comparable responsibility and scope to evaluate the performance of the candidates in order to produce a list of eight (8) to ten (10) candidates.
- 3.9 Verifying the educational background of the BOCC selected candidates, and conducting

criminal, financial, newspaper, and civil litigation checks.

- 3.10 In the event politically sensitive or potentially embarrassing issues arise in a candidate's background, the Consultant shall conduct in-depth interviews with principal parties to clarify the event in order to clearly describe the event to the BOCC.
- 3.11 Finalizing a process with the BOCC for interviews and identifying additional candidates if necessary.
- 3.12 Meeting with the BOCC following interviews and identifying additional candidates if necessary.
- 3.13 Notifying non-selected applicants and candidates in writing and providing a copy to the BOCC.
- 3.14 Consultant may be asked to provide samples of agreements for previous engagements.

Section 4 Information Required for Evaluation

Your submittal must include the following items:

- 4.1 Cover letter. Identify the Contracting Parties and provide the name, title, address and telephone number and other communications information of the contact person. Designate the individual vested with contracting authority.
- 4.2 Executive Summary. Display understandings of the services requested and provide highlights of the submittal materials.
- 4.3 Provide composition, legal form and organizational structure of the Offeror's team. Whenever joint venture examples are provided as part of the submittal, you must provide all requested information for each member of the joint venture.
- 4.4 Experience and References. Provide complete history of your company's experience with this type of service. Provide at least two (2) current or recent references that meet the minimum qualification requirements of the County's requirement as expressed herein. References shall address:
 - a. Position Recruited;
 - b. Selection Process;
 - c. Total Cost;
 - d. Role and listing services provided by team members; and
 - e. Name, title and organization contact for reference.
- 4.5 The County will only consider responses from Consultant exhibiting prior experience in

this type of services, confirmed financial stability, and legal compliance in all business ventures.

- 4.6 Other Information. Provide any other pertinent information addressing your ability to perform in a responsible and proper manner.
- 4.7 Costs. The Consultant shall provide the following information for evaluation:
- a. Describe the full/fixed basic fee and all associated reimbursable costs to conduct the specified services and to obtain a successful replacement.
 - b. Provide a maximum, not to exceed cost for reimbursable expenses.
 - c. Provide projected travel expenses.
 - d. Is your firm willing to provide additional services as needed at an hourly rate? If so, please provide a description of the services and the associated costs in an hourly rate format.

NOTE: Reimbursable Expenses: Brevard County will only reimburse the firm for travel costs and travel related expenses in accordance with Fla. Stat. §112.061 up to **\$7,500** total. Any additional travel related expenditures must be pre-approved by the County. No entertainment expenses will be reimbursed. The County will not be liable for any such travel expenses in excess of **\$7,500** that have not been pre-approved in writing by the County. Any costs in excess of the County approved travel costs and travel related expenses shall be part of the flat, fixed fee. Advertising expenses shall not be incurred without prior approval. Brevard County will reimburse the firm for operating expenses (printing, postage, long distance calls, etc.) directly related only to this contract up to **\$5,000**.

- 4.8 Submittal Documents/Acknowledgements
Proposals must include the following required documents:

- Signed/Notarized Proposal Acknowledgement
- Indemnification/Insurance Requirements Form
- Acceptance of Terms and Conditions
- Drug-Free Workplace Certification
- Conflict of Interest Statement per Section 1.10

Section 5 **Evaluation of Proposals**

Proposals will be evaluated by a Selection Committee to determine conformance to requirements of this request and to apparent qualifications and experience to provide the services required. The Selection Committee, to be appointed by the Board of County Commissioners, will present the top two (2) ranked proposals to the Brevard County Board of County Commissioners for consideration for final award.

The Selection Committee may elect to conduct evaluations in a single step; evaluating all

responsive proposals based upon the information and references contained in the proposals as submitted or may conduct a two-step process; where in step one (1); the committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The committee will score and rank all responsive proposals and determine a short list to be finalists for further consideration. In step two (2), the committee will conduct discussions, for clarification purposes only, with the finalists and re-score and re-rank the finalists proposals. The best two (2) ranked proposals resulting from this process will be recommended to the Brevard County Board of County Commissioners for award.

Section 6 Evaluation Criteria

6.1 The County shall select from the submittals received the firm that in its estimation is the most responsive to the requirements set forth in this RFP.

6.2 All proposals will be evaluated and ranked in accordance with the below listed evaluation criteria. Award will be based on a review of all information provided by the proposer, plus a review of references submitted, and certain objective and subjective considerations.

6.3 CRITERIA WEIGHT

- A. QUALITY AND THOROUGHNESS OF PROPOSAL.....10%
 - Has proposer presented adequate material to support proposal
 - Responsiveness to each item in the requested Scope of Services

- B. QUALIFICATIONS/EXPERIENCE/WORKLOAD30%
 - Experience of company in serving similar municipalities
 - Staff availability & experience of assigned staff
 - Relevant references
 - Current workload of the firm
 - Ability to perform in a timely manner
 - Financial Stability

- C. SCOPE OF WORK/METHODOLOGY30%
 - Proven understanding of services required
 - Presented detailed services to be provided and method to provide
 - Ability to provide full service capabilities

- D. FEE30%
 - Cost of proposed services

-TOTAL 100%

6.4 The BOCC will consider the recommendation of staff and select the Service provider, which it determines in its sole and absolute discretion to meet the needs of the County's program. The County reserves the right to accept or reject any or all submittals received with or without cause and to waive any failure to comply with any requirements of this RFP.

BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA
REQUEST FOR PROPOSALS
CONSULTANT TO PERFORM EXECUTIVE RECRUITING

TIMELINE OF EVENTS

Advertise Request for Proposals	February 8, 2017
Deadline for the Receipt of Proposals	February 23, 2017 @ 3:00 p.m.
Selection Committee Review of Proposals Received	March 3, 2017
Recommendation for Award Presented to the Board of County Commissioners	March 7, 2017

I have read and agree to the terms and conditions included in Sections 1 through 6:

VENDOR NAME _____

ADDRESS _____

AUTHORIZED SIGNATURE _____

PRINTED SIGNATURE _____

DATE _____

TELEPHONE # _____

FAX # _____

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS
INDEMNIFICATION AND INSURANCE REQUIREMENTS
RFP NO.: P-3-17-15

INDEMNIFICATION

The County shall be held harmless against any and all claims for bodily injury, sickness, disease, death, personal injury, damage to property or loss of use of any property or assets resulting therefrom, arising out of or resulting from the performance of the products or from the services for which the County is contracting hereunder, provided such is caused in whole or in part by any negligent act or omission of the vendor, or any subcontractor or any of their agents or employees, or arises from a job-related injury.

The vendor agrees to indemnify the County and pay the cost of the County's legal defenses, including fees of attorneys as may be selected by the County, for all claims described in the hold harmless clause herein. Such payment on behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

It is agreed by the parties hereto that specific consideration has been received by the Vendor under this agreement for this hold harmless/indemnification provision.

INSURANCE REQUIREMENTS

The vendor providing services under this agreement will be required to procure and maintain, at their own expense and without cost to the County, until final acceptance by the County of all products or services covered by the purchase order or contract, the following types of insurance. The policy limits required are to be considered minimum amounts:

General Liability Insurance policy with a \$ 1,000,000 combined single limit for each occurrence to include the following coverage: Operations, Products and Completed Operations, Personal Injury, Contractual Liability covering this contract, "X-C-U" hazards, and Errors & Omissions.

Auto Liability Insurance which includes coverage for all owned, non-owned and rented vehicles with a \$ 1,000,000 combined single limit for each occurrence.

Workers' Compensation and Employers Liability Insurance covering all employees of the vendor and subcontractors, as required by law.

In the event that the contract involves professional or consulting services, in addition to the aforementioned insurance requirements, the vendor shall also be protected by a Professional Liability Insurance Policy in the amount of \$1,000,000 per claim.

In the event the contract involves services related to building construction projects the vendor shall also procure and maintain a Builders Risk Insurance Policy with loss limits equal to the value of the construction project.

In addition to the above, Specialty Insurance policies covering specific risks of loss (including but not limited to, for example; Longshore coverage, Crane and Rigging, Inland Marine, etc.) may be required by Brevard County Insurance and Risk Management. Any additional specialty insurance coverage requirement will be dictated by the specific goods, products or services provided under the subject contract and insurance underwriting standards, practices, procedures or products available in the commercial insurance market at the time of the contract inception. The Vendor is required to procure and maintain all such specialty coverage in accordance with prudent business practices within the Vendors industry.

The vendor shall provide certificates of insurance to the County demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this contract. The certificates of insurance shall indicate that the policies have been endorsed to cover the County as an additional insured (a waiver of subrogation in lieu of additional insured status on the workers compensation policy is acceptable) and that these policies may not be canceled or modified without thirty (30) days prior written notice to the County.

The insurance coverage enumerated above constitute the minimum requirements and shall in no way lessen or limit the liability of the vendor under the terms of the contract. Sub-Contractor's insurance shall be the responsibility of the vendor.

ACCEPTED BY:

Vendor Name _____

Address _____

Authorized Signature _____ Date _____

Print Name _____

Telephone Number _____ Fax # _____

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that _____
_____ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies with the above requirements and the Florida Statutes Section 287.087. This form is in conjunction with Brevard County's General Conditions, Item 27, Drug Free Workplace.

Bidder's Signature

Date

RFP Name and Number

CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

CHECK ONE

To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

OR

The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE

Failure to check the appropriate blocks above may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your proposal.

STATE OF FLORIDA

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority

[Name of Individual Signing]

who, after first being sworn by me, affixed his signature in the space provided above on this _____ day of

_____, 20____.

NOTARY PUBLIC

My commission expires: _____ (Affix Seal)

LOCAL VENDOR AFFIDAVIT OF ELIGIBILITY

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS
Purchasing Services Office

by _____
[print individual's name and title]

for _____
[print name of Company/Individual submitting sworn statement]

whose business address is _____
(if applicable) its Federal Employer Identification Number (FEIN) is _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement) : _____.

2. RFP/RFQ # and TITLE: _____

3. LOCAL PREFERENCE ELIGIBILITY

A. "Category 1 " – Vendor has maintained a permanent place of business located in Brevard County for a minimum of one (1) year immediately preceding the advertisement of the bid or request for proposals.

___YES

B. "Category 2" – Vendor has established and agrees to maintain a permanent place of business located in the State of Florida

___YES

The Board of County Commissioners of Brevard County, Florida amended the Resolution for a local business preference policy. Businesses located within Brevard County and the State of Florida will be given preference through the current procedures established by the resolution as amended. It is understood that the submission of a Local Vendor Affidavit of Eligibility to Brevard County Purchasing Services with the proposal/qualifications is for the Brevard County Board of County Commissioners only, and the Affidavit is valid only for the RFP/RFQ specified. The proposer assumes sole responsibility for the correctness of the Local Vendor Affidavit of Eligibility submitted. The proposer also understands that failure to maintain the requirements of the vendor category stated on the Local Vendor Affidavit of Eligibility through completion of the awarded contract may be grounds for immediate termination and may be used for consideration in future awards.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER

FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID ONLY FOR THE RFP/RFQ SPECIFIED. I ALSO UNDERSTAND THAT FAILURE TO MAINTAIN THE REQUIREMENTS OF THE CATEGORY INDICATED THROUGH COMPLETION OF THE AWARDED CONTRACT MAY BE GROUNDS FOR IMMEDIATE TERMINATION AND MAY BE USED FOR CONSIDERATION FOR FUTURE AWARDS.

[Signature]

[Date]

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority _____

[Name of Individual Signing]

who, after first being sworn by me, affixed his signature in the space provided above on this _____

day of _____, 20____ .

NOTARY PUBLIC

My commission expires: _____

(Affix Seal)

STATEMENT OF NO BID
Proposal P-3-17-05

NOTE: If you do not intend to bid on this requirement, please return this form to:

Brevard County Purchasing Services
2725 Judge Fran Jamieson Way, Bldg C Suite 303
Viera, FL 32940

WE the undersigned, have declined to propose on your Proposal No. P-3-17-05 for the following reasons:

_____ Specifications too "tight", i.e. geared toward one brand or Manufacturer only
(explain below).

_____ Insufficient time to respond to the Invitation to Propose.

_____ We do not offer this product or equivalent.

_____ Our product schedule would not permit us to perform.

_____ Specifications unclear (explain below).

_____ Remove our company from bid list.

_____ Other (specify below).

We understand that if the "no bid" letter is not executed and returned, our name may be deleted from the vendor list for the Brevard County Purchasing Service Office.

PLEASE PRINT COMPANY
NAME _____

COMPANY ADDRESS _____

COMPANY OFFICER _____

TELEPHONE NUMBER _____

PROFESSIONAL SERVICE AGREEMENT BETWEEN

BREVARD COUNTY

THIS AGREEMENT is made this ___ day of _____, 2017, by and between the Brevard County Board of County Commissioners, a political subdivision of the State of Florida (hereinafter referred as "County"), whose address is 2725 Fran Jamieson Way, Viera, FL 32940, and, doing business in the State of and maintaining an office in (hereinafter referred as the "Consultant").

IN CONSIDERATION of a firm fixed fee of including all expenses and costs, the mutual covenants and provisions hereof, and other diverse, good, and valuable considerations, the receipt and sufficiency all of which is hereby acknowledged, the parties desiring to be legally bound do agree as follows:

ARTICLE I GENERAL PROVISIONS

1.1 Wherever used in any of the Contract Documents, the meaning shall be given to the terms herein defined: The term "Agreement" or "Contract" shall be used interchangeably and shall refer to the Contract Documents.

The term "County" means Brevard County, a Florida a political subdivision of the State of Florida, its elected officials, agents and employees.

The term "Consultant" means, its consulting principal, and its officers, agents and employees.

The term "Contract Documents" includes this Agreement, change orders, and insurance policies called for herein.

The term "day" as used herein shall mean a calendar day, unless the context specifically indicates to the contrary.

The "Effective Date" shall be the date on which the last signatory hereto shall execute this Agreement, and it shall be the date on which this Agreement shall go into effect. The Agreement shall not be effective against any party until said date.

A "Public Record" is as described in Section 119.011(1), Florida Statutes.

A "Subconsultant" is a person or entity who has a direct contract with the Consultant to perform any portion of the Work.

"Work" shall include the performance of professional consultation services in the area of County Manager Recruitment, as more specifically described in Article 2 of this Agreement.

1.2 The Consultant shall perform the Work outlined in this Agreement for the stated fee arrangement. No prior or present agreements or representations shall be binding upon any of the parties hereto unless incorporated in this Agreement. The County's RFP #P-3-17-05 and the Consultant's response are herein incorporated by reference and shall govern the process.

1.3 The Consultant acknowledges that it has investigated prior to execution of this Agreement and satisfied itself as to the conditions affecting the Work, including but not restricted to the availability of materials and labor, the cost thereof, the requirements to obtain necessary insurance, and the steps necessary to complete the Work within the time set forth herein. The Consultant warrants unto the County that it has the competence and abilities to carefully and faithfully complete the Work within the time set forth above. The Consultant will perform its services with due and reasonable diligence consistent with sound professional practices.

ARTICLE 2 DESCRIPTION OF WORK TO BE PERFORMED

2.1 The County retains the services of, which has been found to possess executive recruitment experience for County government positions. The Consultant has considerable knowledge with regard to conducting a County government executive recruitment, which includes the ability to recruit a diverse group of applicants. The Consultant shall conduct an effective, prompt, and broad recruitment. The Consultant shall provide applicable services consisting of, but not limited to, the following tasks:

2.2 Phases and Tasks. The following describes the phases of the project and the tasks to be performed as part of this Work. A more detailed description is found in the Consultant's RFP response and that shall govern the work. It is incorporated by reference herein.

Phase I: Recruiting

Task 1. Work with Board of County Commissioners and staff to develop characteristics and attributes of the successful candidate, appropriate and necessary selection criteria, selection process, and timeline, representing a proposed initial path for selection of a County Manager. Incorporate the preceding into the recruitment profile.

Task 2. Recruit candidates.

Phase II: Screening

Task 3. Screen candidates and develop a list of Semi-Finalists

Task 4. Present the Semi-Finalists' Credentials to the Board of County Commissioners and select finalists

Task 5. Notify the Candidates Selected for Interview and Those Who Are Not

Phase III: Interview Process Coordination & County Manager Selection

Task 6. Coordinate the Interview Process

Task 7. Debrief the County's elected officials and coordinate the Manager Selection

Phase IV: Negotiation, Warranty and Continuing Assistance

Task 8. Assist in the Contract Negotiations with the Selected Candidate

Task 9. On-going Assistance.

**ARTICLE 3
PAYMENTS**

3.1 Payment for Services.

(a) Invoices will be submitted by the Consultant to the County upon completion of each phase except Phase IV where payment will be due upon the successful candidate executing a contract. The amounts of said payment shall be as specified in Section 3.4. Payment of each such invoice will be due within the time limits provided in the Florida Prompt Payment Act, Section 218.70 et seq., Florida Statutes. A service charge of one percent (1%) will be added to delinquent accounts for each month of delinquency. The County shall review the application within ten (10) days after receipt and approve the same for all Work properly and timely performed, or object to the Work performed, specifying to the Consultant the basis for the objection. Without limiting the events for nonpayment, payments may be withheld on account of: (1) defective Work not remedied or Work of inferior quality; (2) billing for a task or cost item not contracted for by the County; (3) failure of the Consultant to complete an obligation under the Contract Documents; (4) Work claimed to have been completed, but which Work has not been properly completed; or (5) Work not completed in a timely manner and for which an extension of time has not been approved by the County. The County shall state in writing the reason for rejecting, in whole or in part, a claim or application for a Certificate of Payment. Pursuant to the time limits in the Florida Prompt Payment Act, the County shall timely

pay the compensation due on any amount or work not in dispute. Any payment or partial payment withheld may be appealed to the Board of County Commissioners for resolution within thirty (30) days after dispatch of the notice of withholding in part or whole of any payment.

(b) Failure on the part of the County to timely issue approval of the invoice, as set forth in this Article, shall entitle the Consultant to payment by the County in the time set forth herein of the full amount of the payment applied for, but in such event, the Consultant's right to collect a full payment, as applied for, shall not be construed to be a certification by the County of the proper performance of any Work or that such Work has been completed.

(c) If the County fails to make any payment due the Consultant for services and expenses not specifically disapproved for payment by the County Attorney within forty-five (45) days after the Consultant's transmittal of its invoice therefore, the Consultant may, after giving seven (7) days written notice to the County, suspend services under this Agreement until all amounts due hereunder are paid in full.

(d) In the event any invoice or any portion thereof remains unpaid for more than sixty (60) days, or such time limit as may be extended by the Florida Prompt Payment Act, following the invoice date, the Consultant may initiate legal proceedings to collect the same and recover accrued interest, in addition to all amounts due and payable.

3.2 Sales tax. To the extent that the County is exempted from payment of Florida state sales and use taxes and Federal Excise tax, the Consultant, however, shall not be exempted from paying Florida state sales and use taxes to the appropriate governmental agencies or for payment by the Consultant to suppliers for taxes on materials used to fulfill its contractual obligations with the County. The Consultant shall not use the County's exemption number in securing such materials. The Consultant shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

3.3 Pledge of County's credit. The Consultant shall not pledge the County's credit or make the County a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

3.4 Compensation. The County agrees to pay the Consultant for professional services a total

3.5 Additional services.

(a) Additional services may include, but not be limited to, making revisions in reports, specifications, or other documents when such revisions are inconsistent with written approvals or instructions previously given, and are due to causes beyond the control of the Consultant. No activities that are beyond the scope of this contract will be billed unless there is a prior written agreement between the County and the Consultant.

(b) Performance of additional services, in addition to Work described in this Agreement, shall be compensated based on the following fee. Rates are as follows:

3.6 Items Supplied and Extra Work.

If, during the progress of the study and issuance of the report, the County requests the Consultant to perform additional services other than those defined in this Agreement, payment for such work shall be negotiated prior to commencement of the work based on the hourly rates listed above or on a task order basis.

3.7 Defective Work. Any costs caused by defective or ill-timed work shall be borne by the party responsible therefore.

**ARTICLE 4
GENERAL CONDITIONS**

4.1 Subject to a right of appeal to the Board of County Commissioners, the County's Project Manager will have authority to reject Work that does not conform to the Contract Documents.

4.2 The Work of a professional nature under this Agreement shall be performed by.

4.3 The Consultant shall supervise and direct the Work, using his best skill and attention, and he shall be solely responsible for all maintenance means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract. The Consultant shall at all times enforce strict discipline and good order among his subcontractor/employees and shall not employ on the Work anyone not skilled, or properly licensed, if required, by appropriate governmental regulatory authorities, in each task assigned. The Consultant shall be responsible to the County for the acts and omissions of his employees and other persons performing any of the Work.

4.4 The Consultant shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the Work.

4.5 The Consultant agrees to the fullest extent permitted by law, to indemnify and hold harmless the County and its independent contractors, agents and employees from and against all claims, damages, losses and expenses, personal injuries (including, but not limited to, death), attorney's fees, court costs, and interest (prejudgment or otherwise), directly or indirectly arising from the negligent acts, errors, omissions, intentional or otherwise, arising out of or resulting from the Consultant's performance of this professional services Agreement, failing to properly coordinate the activities of the Consultant's agents, servants or employees, failing to

properly train employees under the Consultant's control or direction, failing to properly hire or equip employees under the Consultant's control or direction, and failing to properly supervise employees under the Consultant's control or direction in performance of services under this Agreement. The Consultant shall not be liable to the degree or extent of damages, loss, or expenses determined to be the fault of the County.

4.6 The indemnification provided above will obligate the Consultant to defend at its own expense, or to provide for such defense, at the option of the County, of any and all claims of liability, and all suits and actions of every name and description that may be brought against the County that may result from the Work and activities under this Contract, whether the Work be performed by the Consultant or by anyone directly or indirectly employed by the Consultant. In all events, the County shall be permitted to choose competent legal counsel of its sole choice, the fees for which shall be subject to and included with the indemnification provided for herein.

4.7 Project is a Private Undertaking. It is specifically understood and agreed to by and between the parties hereto that the contractual relationship between the County and the Consultant is such that the Consultant is an independent contractor and not an agent of the County.

4.8 The Consultant shall procure and maintain insurance of the types and to the limits specified in Section A below.

The Consultant shall require each of his subcontractors to procure and maintain, until completion of the Consultant's work, insurance of types and to the limits specified in Section A below. It shall be the responsibility of the Consultant to ensure that all his subcontractors meet these requirements.

- (a) Coverage. Except as otherwise stated, the amounts and types of insurance shall conform to the following minimum requirements:
 - i) Workers' Compensation: Coverage to apply for all employees at the STATUTORY limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act, and Jones Act; in addition, the policy must include EMPLOYERS LIABILITY for limits of \$100,000/each accident; \$500,000/disease - policy limit; \$100,000/disease - each employee, and a waiver of subrogation in favor of County, its agents, employees and officials.
 - ii) Commercial General Liability: Coverage must be afforded, under a per occurrence form policy, including Professional Liability / Errors and Omissions, Premise Operations, Independent Contractors, Products and Completed Operations, Broad Form Property Damage Endorsement, with a Hold Harmless and Named Additional Insured Endorsement in favor of the County for limits not less than \$1,000,000/general aggregate; \$1,000,000/products-completed operations (aggregate); \$1,000,000/personal injury and property damage liability; \$1,000,000/each occurrence; \$50,000/fire damage legal; \$5,000/medical payments.
 - iii) Business Auto Policy: Coverage must be afforded including coverage for all owned

vehicles, hired/non-owned vehicles, with an Additional Named Insured Endorsement in favor of the County, for a combined single limit (bodily injury and property damage) of not less than \$1,000,000/combined single limit (bodily limits; injury/property damage); personal injury protection/statutory \$1,000,000 /uninsured/underinsured motorist: \$1,000,000/hired/non-owned auto liability.

(b) Certificates of Insurance. Certificates of all insurance required from the Consultant shall be filed with the Brevard County Board of County Commissioners as the Certificate Holder, before operations are commenced. The insurance indicated on the Certificate shall be subject to its approval for adequacy and protection. The certificate will state the types of coverage provided, limits of liability, and expiration dates. Brevard County Board of County Commissioners shall be identified as an Additional Named Insured for each type of coverage required by Section A above. The required certificates of insurance may refer specifically to this Agreement and the above sections in accordance with which such insurance is being furnished, and may state that such insurance is as required by such sections of this Agreement.

The Consultant shall provide a Certificate of Insurance to the County with a thirty (30) days' notice of cancellation. In addition, the Brevard County Board of County Commissioners will be shown as Additional Named Insured, with a Hold Harmless Agreement in favor of the County, where applicable. The certificate should also indicate if coverage is provided under a "claims made" or "per occurrence" form. If any coverage is provided under a claims made form, the certificate will show a retroactive date, which should be the same date as the Agreement (original date if Agreement is renewed) or prior.

If the initial insurance expires prior to the completion of the work, renewal certificates and/or required copies of policies shall be furnished thirty (30) days prior to the date of their expiration.

ARTICLE 5 SUBCONTRACTS AND ASSIGNMENT

5.1 Subcontracting. The Consultant shall have the right to subcontract portions of the work such as background checks.

5.2 Neither the County nor the Consultant shall assign this Contract, or the responsibilities and obligations set forth in the Contract Documents. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the County and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the County and the Consultant and not for the benefit of any other party.

ARTICLE 6
MISCELLANEOUS PROVISIONS

6.1 Governing Law; Venue. Venue for any legal action by any party to this agreement to interpret, construe or enforce this Agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida and any trial shall be non-jury.

6.2 Contact persons.

(a) The County shall designate individuals to act as a representative for the County under this Agreement, with the authority to transmit instructions, receive information, and make or interpret the County's decisions. The person who shall act as the representative for the County with respect to this Agreement shall be Frank Abbate, Interim Assistant County Manager. The County may from time to time designate other individuals or delete individuals with the authority to act for the County under this Agreement with the authority to transmit instructions, receive information, and make or interpret the County's decisions. All deletions or designation of individuals to serve as a representative shall be given by written notice.

(b) The Consultant's representative shall be or, if necessary, his designee under this Agreement with the authority to transmit instructions, receive information, and make or interpret the Consultant's decisions. The Consultant may from time to time designate other individuals or delete individuals with the authority to act for the Consultant under this Agreement with the authority to transmit instructions, receive information, and make or interpret the Consultant's decisions. All deletions or designation of individuals to serve as a representative shall be given by written notice.

6.3 Right to Audit Records: In performance of this Agreement, the Consultant shall keep books, records, and accounts of all activities related to the Agreement, in compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by the Consultant in conjunction with the Agreement and the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the office and shall be retained by the Consultant for a period of three (3) years after termination of this Agreement, unless such records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1) Florida Statutes. All records or documents created by _____ or provided to _____ by the County in connection with the activities or services provided by _____ under the terms of this agreement, are public records and _____ agrees to comply with any request for such public records or documents made in accordance with section 119.07 Florida Statutes.

6.4 Notices. All notices, demands, requests, instructions, approvals, and claims shall be in writing. All notices of any type hereunder shall be given by U.S. mail or by hand delivery to an individual authorized to receive mail for the below listed individuals, all to the following individuals at the following locations:

TO THE COUNTY:

Jerry Visco
Human Resources Director
Brevard County
2725 Fran Jamieson Way
Viera, FL 32940

TO THE CONSULTANT:

Notice shall be deemed to have been given and received on the date the notice is physically received if given by hand delivery, or if notice is given by first class U.S. mail, postage prepaid, then notice shall be deemed to have been given upon the date said notice was deposited in the U.S. Mail addressed in the manner set forth above. Any party hereto by giving notice in the manner set forth herein may unilaterally change the name of the person to whom notice is to be given or the address at which notice is to be received.

6.5 Consultants' Competitive Negotiation Act Prohibition Against Contingent Fees. As required by Section 287.055(6)(a), Florida Statutes (Supp. 1994), the Consultant warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that he has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this provision, the County shall have an immediate right to terminate this Agreement without liability and, at the County's discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

6.6 Amendment of Agreement. Modifications or changes in this Agreement must be in writing and executed by the parties bound to this Agreement.

6.7 If a word, sentence, or paragraph herein shall be declared illegal, unenforceable, or unconstitutional, the said word, sentence, or paragraph shall be severed from this Contract, and this Contract shall be read as if said illegal, unenforceable, or unconstitutional word, sentence, or paragraph did not exist.

6.8 Additional Assurances. The Consultant, for itself and its subcontractors (if any), certifies that:

(a) No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any engineering or surveying activity by any Federal, State, or local governmental commission, department, corporation, subdivision, or agency;

(b) No principal (which includes officers, directors, or executive), individual holding a professional license and performing work under this Agreement, employee, or agent has employed or otherwise provided compensation to, any employee or officer of the County; and

(c) No principal (which includes officers, directors, or executive), individual holding a professional license and performing work under this Agreement, employee, or agent has willfully offered an employee or officer of the County any pecuniary or other benefit with the intent to influence the employee or officer's official action or judgment.

ARTICLE 7 ENFORCEMENT

7.1 Enforcement of this Agreement may be by the Consultant or the County and may be accomplished by any proceeding at law or in equity against any person or person violating or attempting to violate any provision hereof, either to restrain a violation or to recover damages. Failure to enforce any covenant or provision herein contained shall in no event be deemed a waiver of the right to do so thereafter. The County shall not be obligated or bound to enforce any of the covenants or provisions herein or be liable to or for any person or persons for non-enforcement. Further, this provision shall not act to pledge ad valorem taxes or to otherwise pledge the County sources to revenue.

ARTICLE 8 TERMINATION OF THE CONTACT

8.1 Termination. The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days written notice. Further, should the County decide to terminate the Work or abandon its executive search, the County, upon giving seven (7) days written notice, reserves the right to terminate this Agreement and all work connected with this Agreement. On termination of this Agreement for any reason, the County shall pay the Consultant, as full payment for all services performed and all expenses incurred, sums due and owing to the Consultant for payment of all work completed to the termination date, along with reimbursable expenses as provided in this Agreement. Any payment due shall be subject to the Consultant supplying the County with detailed time sheets setting forth the task completed, by whom the task was completed, the time to complete the task, and the rate of compensation required for completion of the task. Tasks shall include individual work items completed, e.g. - phone call made, letter prepared, etc., and note phases of work or sub phases of work. All work performed to date shall thereafter be made available to the County.

8.2 The Consultant hereby warrants and guarantees unto the County that it has not filed for bankruptcy or is subject to appointment of a receiver as of the Effective Date hereof. If the

Consultant has filed for or files for bankruptcy, should be adjudged bankrupt, is subject to appointment of a receiver, or makes a general assignment for the benefit of creditors, or if the Consultant repeatedly or persistently refuses or fails to supply enough properly skilled workers or proper materials, or if the Consultant refuses to and fails to observe or perform any provisions of the Agreement, or persistently fails to observe or disregards the instructions of the County Attorney, or is otherwise guilty of a violation of any provision of the Contract Documents, the County, upon not less than five (5) days written notice to the Consultant, without prejudice to other remedies or rights that the County may have, may terminate the Consultant's right to proceed with the Work and take over and prosecute the same to completion. All warranties, guarantees, and requirements to make good on all Work completed or insurance shall survive the completion of the Work.

8.3 No Waiver. Failure of the County to insist upon performance within any time period, or upon a proper level or quality of performance, shall not act as a waiver of the County's right to later claim a failure to perform on the part of the Consultant.

8.4 After receipt of a termination notice and except as otherwise directed by the County, the Consultant shall:

- (a) Stop Work on the date and to the extent specified.
- (b) Terminate and settle all orders and subcontracts relating to the performance of the terminated Work.
- (c) Transfer all work documents in process, completed work, and other materials related to the terminated Work to the County.
- (d) Continue and complete all parts of the Work that have not been terminated.

IN WITNESS WHEREOF, this Agreement is entered into as of the day and year first written above.

WITNESSES

CONSULTANT:

Print Name

By: _____
Principal

Print Name

BREVARD COUNTY
a Florida municipal corporation

Print Name

By: _____
Stockton Whitten

Print Name