

**PROFESSIONAL SERVICES
AGREEMENT FOR EXECUTIVE DIRECTOR SEARCH
BETWEEN
GOVHR USA, LLC
AND
RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY**

THIS AGREEMENT by and between **GOVHR, USA, LLC**, an Illinois limited liability company authorized to do business in Florida (hereinafter referred to as "Independent Contractor") whose mailing address is 630 Dundee Road, Suite 130, Northbrook, IL 60062, and the **Riviera Beach Community Redevelopment Agency**, a body corporate and politic, hereinafter referred to as "CRA," whose address is 2001 Broadway, Suite 300, Riviera Beach, Florida, 33404. This Agreement is to be effective as of the date this Agreement has been executed and delivered by the last party to sign, as evidenced by the dates next to the respective signatures of the CRA and Independent Contractor on the execution page of this Agreement ("Effective Date").

WHEREAS, the CRA, pursuant to the Riviera Beach Community Redevelopment Agency Procurement Code solicited proposals to conduct an executive search for the Executive Director position; and

WHEREAS, the Independent Contractor was deemed to have submitted the best and most responsive proposal; and

WHEREAS, the Board of Commissioners of the Agency authorized staff to negotiate a contract with the Independent Contractor.

NOW THEREFORE, in consideration of the mutual promises contained herein, the CRA and the Independent Contractor agree as follows:

1. Independent Contractor agrees to perform an executive search for the Executive Director position of the Agency as set out in the Scope of Work attached hereto as Exhibit "A."

2. Independent Contractor agrees to be bound by all the terms and conditions as set forth in the Scope of Work. To the extent that there exists a conflict between this

Agreement, the Scope of Services and any work orders, the terms, conditions, covenants, and/or provisions of this Agreement shall prevail.

3. The term of this Agreement shall be beginning on the Effective Date through upon selection of a final candidate and the candidate accepts the position, unless terminated sooner pursuant to the terms of this agreement.

4. Work must begin within (5) calendar days from the date of receipt of official notice to proceed.

5. The CRA agrees to compensate the Independent Contractor a total fee of Twenty Thousand Dollars (\$20,000) to cover the Recruitment Fee (\$16,000), Recruitment Expenses (candidate due diligence not to exceed \$1,500) and Advertising Expenses(not to exceed actual costs of \$2,500)(the Recruitment Expenses and Advertisement Expenses will be collectively referred to as "Expenses". The Recruitment Fee will be paid in one-thirds (1/3) and Expenses upon the following milestones:

1/3 of the Recruitment Fee after interviews with Commissioners the position announcement and recruitment brochure are developed and circulated;

1/3 of the Recruitment Fee and Expenses incurred to date upon recommendation of candidates;

1/3 of the Recruitment Fee and all remaining Expenses upon selection of a final candidate and the candidate accepts the position.

This contract is predicated on conducting the recruitment virtually with the use of conference calls and video. If travel is requested there will be an additional charge of One Thousand Dollars per trip. (\$1,000) not to exceed three (3) trips. The CRA shall have the option to contract for the Optional Assessment Center upon the terms and conditions set forth in Exhibit "B" to this Agreement. The Independent Contractor shall provide the CRA with invoices containing adequate documentation supporting amounts billed to the CRA for Expenses. The CRA agrees to pay invoices within 30 days of submission to the CRA.

6. This Agreement may be terminated by either party with or without cause upon fifteen (15) days prior written notice. In the event that the CRA terminates this Agreement, for any reason whatsoever, the Independent Contractor understands and agrees that it shall not receive any further compensation beyond the termination date, but shall be paid for services rendered up to and including the termination date.

7. Independent Contractor hereby represents that it has complied and shall continue to comply with all applicable Federal and State statutes and local ordinances. Further, Independent Contractor shall be solely responsible for obtaining and complying with all necessary permits, approvals and authorizations, required for the work to be performed pursuant to the terms of this Agreement from any federal, state, regional, county, or city agency.

8. The Independent Contractor represents that it has, or will secure at its own expense, all necessary personnel, equipment and materials required to perform the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the CRA.

9. All of the services required hereunder shall be performed by the Independent Contractor or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such Services.

10. The Independent Contractor agrees that it is fully responsible to the CRA for the acts and omissions of subcontractors and of persons either directly or indirectly employed by the Independent Contractor. Nothing contained herein shall create any contractual relationship between any subcontractor and the CRA.

11. All of the Independent Contractor's personnel (and all Subcontractors) while on CRA premises will comply with all CRA requirements governing conduct, safety and security.

12. The CRA is exempt from payment of Florida State Sales and Use Taxes. The CRA will sign an exemption certificate submitted by the Independent Contractor. The Independent Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the CRA, nor is the Independent Contractor authorized to use the CRA's Tax Exemption Number in securing such materials.

13. The Independent Contractor shall indemnify and save harmless and defend the CRA, its agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action which may arise from any negligent act or omission of the Independent Contractor, its agents, servants, or employees in the performance of services under this Agreement.

14. The Independent Contractor further agrees to indemnify, save harmless and defend the CRA, its agents, servants and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of the Independent Contractor not included in the paragraph above and for which the CRA, its agents, servants or employees are alleged to be liable. Nothing contained in this provision shall be construed or interpreted as consent by the CRA to be sued, nor as a Waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.

15. The Independent Contractor shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the Independent Contractor or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions. Upon the Independent Contractor's request, the CRA shall consider the facts and extent of any failure to perform the work and, if the Independent Contractor's failure to perform was without it or its subcontractors fault or negligence, as determined by the CRA, the Agreement Schedule and/or any other affected provision of this Agreement shall be revised accordingly; subject to the CRA'S rights to change, terminate, or stop any or all of the work at anytime. If the Independent Contractor is delayed at any time in the process of the work by any act or neglect of the CRA or its employees, or by any other contractor employed by the CRA, or by changes ordered by the CRA or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the Independent Contractor's control, then the time of completion shall be extended for any reasonable time the CRA may decide. In the case of continuing cause of delay, only one (1) claim is necessary.

16. The Independent Contractor does not have the power or authority to bind the CRA in any promise, agreement or representation other than as specifically provided for in this Agreement.

17. The CRA reserves the right to make changes in the scope of work, including alterations, reductions therein or additions thereto. Upon receipt by the Independent Contractor of the CRA's notification of a contemplated change, the Independent Contractor shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the CRA of any estimated change in the completion date, and (3) advise the CRA if the contemplated change shall affect the Independent Contractor's ability to meet the completion dates or schedules of this Agreement. If the CRA so instructs in writing, the Independent Contractor shall suspend

work on that portion of the work affected by a contemplated change, pending the CRA's decision to proceed with the change.

18. If the CRA elects to make the change, the CRA shall initiate an Agreement Amendment and the Independent Contractor shall not commence work on any such change until such written amendment is signed by the Independent Contractor and approved and executed by the Board of Commissioners of the Agency.

20. The Independent Contractor shall continuously maintain adequate protection of all work from damage, and shall use commercially reasonable efforts to protect such work and the CRA's property from injury or loss arising during the term of the Agreement.

21. This Agreement and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided herein, performance or breach shall be governed and interpreted according to laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County.

22. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given here under or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

23. If any action, whether in law, equity or otherwise, is brought for any dispute, disagreement, or issue of construction, declaration or interpretation arising hereunder whether relating to the Agreement's execution, validity, the obligations provided therein, or performance of this Agreement, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

24. Time is of the essence in all respects under this agreement.

25. Failure of the CRA to enforce or exercise any right(s) under this Agreement shall not be deemed a waiver of CRA's right to enforce or exercise said right(s) at any time thereafter.

26. The Independent Contractor shall comply with Florida's Public Records Act, and specifically section 119.0701, Florida Statutes, by agreeing to:

- (a) Keep and maintain all public records that ordinarily and necessarily would be required by the CRA to keep and maintain in order to perform the services under this Agreement.
- (b) Provide the public with access to said public records on the same terms and conditions that the CRA would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Upon completion of the contract, transfer, at no cost, to the CRA all said public records in possession of the Independent Contractor or keep and maintain public records required by the CRA to perform the service. If the Independent Contractor transfers all public records to the CRA upon completion of the contract, the Independent Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. If the Independent Contractor keeps and maintains public records upon completion of the contract, the Independent Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CRA, upon request from the CRA's custodian of public records, in a format that is compatible with the information technology systems of the CRA.

IF THE INDEPENDENT CONTRACTOR HAS A QUESTION REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, RELATING TO THE INDEPENDENT CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, TAMARA SEQUIN AT 561-844-3408, tsequin@rbkra.com, 2001 Broadway, Suite 300, Riviera Beach, FL 33404.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties unto this Agreement have set their hands and seals on the day and dates next to the respective signatures of the CRA and Independent Contractor.

RIVIERA BEACH COMMUNITY
REDEVELOPMENT AGENCY

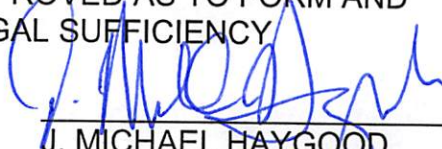
BY: _____
JULIA BOTEL, CHAIRPERSON

Dated: _____

ATTEST:

BY: _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: 

J. MICHAEL HAYGOOD,
J. Michael Haygood, PA
CRA ATTORNEY
Date: 6/8/2020

CONSULTANT

GOVHR USA, LLC

BY: _____
HEIDI VOORHESS, PRESIDENT
Dated: _____

Exhibit "A"
To contract between CRA and GOVHR USA

Scope of Services – Full Scope Recruitment

A typical recruitment and selection process takes approximately 175 hours to conduct. At least 50 hours of this time is administrative, including advertisement placement, reference interviews, and due diligence on candidates. We believe our experience and ability to professionally administer your recruitment will provide you with a diverse pool of highly qualified candidates for your position search. GovHR clients are informed of the progress of their recruitment throughout the entire process. We are always available by mobile phone or email should you have a question or need information about the recruitment.

Phase I: Position Assessment, Position Announcement & Brochure

One-on-one or group interviews will be conducted with stakeholders identified by the client to develop the Recruitment Brochure. We have a variety of other options for gathering input:

- Dedicated email and surveys to obtain feedback from stakeholder groups
- Public Forums conducted by our consultants

A combination of the above items can be used to fully understand community and organizational needs and expectations for the position.

Development of a **Position Announcement** to be placed on websites and social media



Development of a thorough **Recruitment Brochure** for client review and approval

Agreement on a detailed **Recruitment Timetable** – a typical recruitment takes between 90 to 120 days from the time you sign the contract to appointment of the finalist candidate.

Phase II: Advertising, Candidate Recruitment & Outreach

We make extensive use of social media as well as traditional outreach methods to ensure a diverse and highly qualified pool of candidates. In addition, our website is well known in the local government industry – we typically have 6,000 visits to our website each month. Finally, we develop a database customized to your recruitment and can do an email blast to thousands of potential candidates.

Phase II will include the following:

- GovHR consultants will personally identify and contact potential candidates in person, via email, and also via telephone.
- Develop a database of potential candidates from across the country unique to the position and to the client, focusing on:
 - Leadership and management skills
 - Size of organization
 - Experience in addressing challenges and opportunities also outlined in Phase I
- The database will range from several hundred to thousands of names and an email blast will be sent to each potential candidate.



Scope of Services - Continued

- Placement of the Position Announcement in appropriate professional online publications:
 - Public sector publications & websites
 - Social media
 - LinkedIn (over 15,000 connections)
 - Facebook
 - Twitter
 - Instagram
- GovHR will provide you with a list of advertising options for approval



PHASE III: Candidate Evaluation & Screening

Phase III will include the following steps:

- Review and evaluation of candidates' credentials considering the criteria outlined in the Recruitment Brochure
- Candidates will be narrowed down to those candidates that meet the qualification criteria
- Candidate evaluation process:
 - Completion of a questionnaire explaining prior work experience
 - Live Video Interview (45 minutes to 1 hour) conducted by consultant with each finalist candidate
 - References (at least 2 references per candidate will be contacted at this time)
 - Internet/Social Media search conducted on each finalist candidate



All résumés will be acknowledged and inquiries from candidates will be personally handled by GovHR, ensuring that the client's process is professional and well regarded by all who participate.

Phase IV: Presentation of Recommended Candidates

Phase IV will include the following steps:

- GovHR will prepare a Recruitment Report presenting the credentials of those candidates most qualified for the position.
- GovHR will provide a binder which contains the candidates' materials along with a "mini" résumé for each candidate so that each candidate's credentials are presented in a uniform way.
- Client will receive a log of all applicants and may review résumés if requested.
- Report will arrive in advance of the Recruitment Report/Presentation.



GovHR will spend approximately 2 hours with the client reviewing the recruitment report and providing additional information on the candidates.

Scope of Services - Continued

Phase V: Interviewing Process & Background Screening

Phase V will include the following steps:

GovHR will:

- Develop the first and second round interview questions for your review and comment
- Coordinate candidate travel and accommodations, if travel is requested.
- Provide you with interview books that include:
 - Candidates Credentials
 - Set of questions with room for interviewers to make notes
 - Evaluation sheets to assist interviewers in assessing the candidate's skills and abilities

Background screening* will be conducted along with additional references contacted:



*Per state and federal regulations

GovHR will work with you to develop an interview schedule for the candidates, coordinating travel and accommodations. GovHR consultants will assist with all the interviews, serving as a resource and facilitator.

GovHR will coordinate a 2-Step Interview process. The first round interviews will include five or six candidates. The second round interviews will include two or three candidates. GovHR will supply interview questions and an evaluation form.

In addition to a structured interview, the schedule can incorporate:

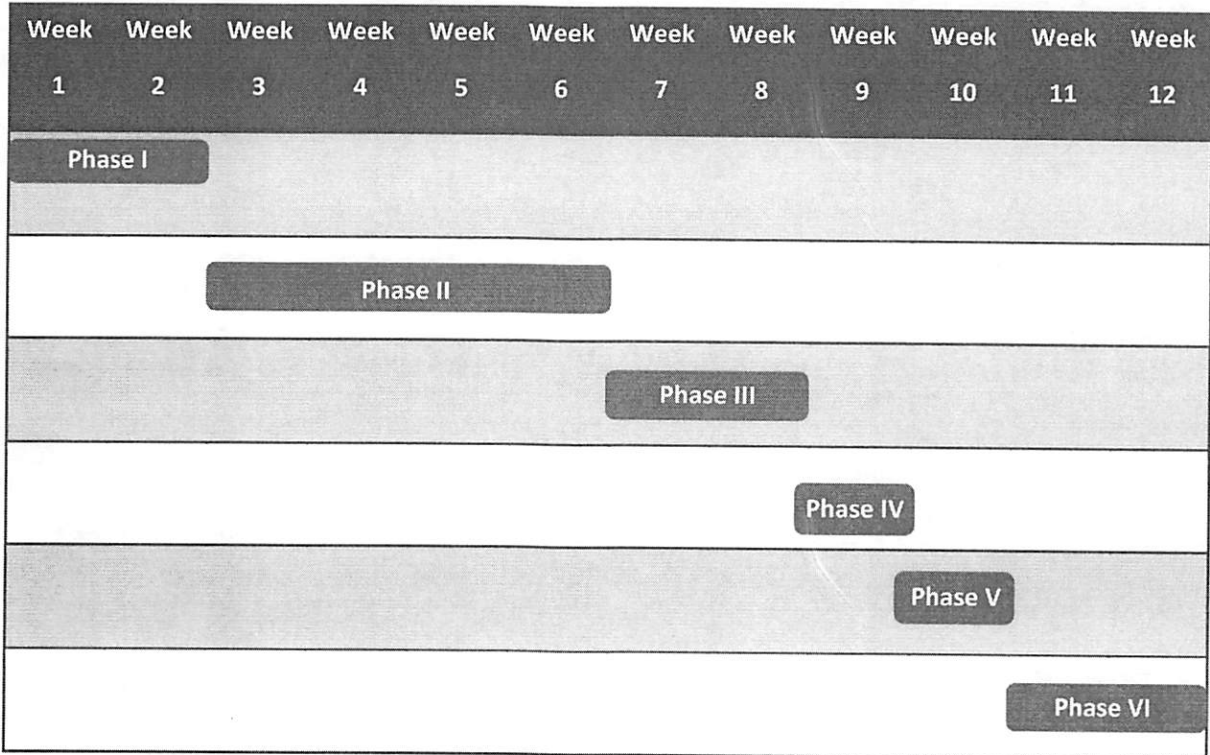
- Tour of client facilities (optional)
- Interviews with senior staff

Scope of Services - Continued

Phase VI: Appointment of Candidate

- GovHR will assist you as much as you request with the salary and benefit negotiations and drafting of an employment agreement, if appropriate.
- GovHR will notify all applicants of the final appointment, providing professional background information on the successful candidate.

Project Timeline



- Weeks 1 & 2 Phase 1: On Site Interviews & Brochure Development
- Weeks 3 thru 6 Phase 2: Advertising, Candidate Recruitment & Outreach
- Weeks 7 & 8 Phase 3: Candidate Evaluation & Background Screening
- Week 9 Phase 4: Presentation of Recommended Candidates
- Week 10 Phase 5: Interview Process & Additional Background Screening
- Weeks 11 & 12 Phase 6: Appointment of Candidate

Full Scope Recruitment – Price Proposal

Summary of Costs:

This cost proposal is predicated on conducting the recruitment virtually with the use of conference calls and video.

If travel is requested there will be a charge of \$1,000 per trip (up to three trips). This amount is not included in the calculated expenses.

Payments for Fees & Services:

Professional fees and expenses will be invoiced as follows:

1st Payment: 1/3 of the Recruitment Fee (invoice sent upon acceptance of our proposal).

2nd Payment: 1/3 of the Recruitment Fee and expenses incurred to date (invoice sent following the recommendation of candidates).

Final Payment: 1/3 of the Recruitment Fee and all remaining expenses (invoice sent after recruitment is completed).

Recruitment expenses will be itemized in detail. Payment of invoices is due within thirty (30) days of receipt (unless the client advises that its normal payment procedures require 60 days.)

Recruitment Fee:	\$16,000
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Recruitment Expenses: (not to exceed)	
Expenses include candidate due diligence efforts.	\$1,500

Advertising:	
Advertising costs over \$2,500 will be placed only with client approval. Client is billed only for actual cost.	\$2,500

Total:	\$20,000**
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**This fee does not include travel and accommodations for candidates interviewed. Recruitment brochures are produced as electronic files.

Exhibit "B"
To contract between CRA and GOVHR USA

Optional Assessment Center

If requested, GovHR will perform an Assessment Center for candidates selected for interview as part of the selection process. An Assessment Center is a useful tool for identifying and evaluating the strengths, areas for improvement, skills, and abilities of the candidates. GovHR consultants will prepare all the related documents and scoring sheets for any three (3) of the following exercises to be completed on the Assessment Center day:

- ◆ In-Basket Exercise
- ◆ Written/Oral Presentation Exercise
- ◆ Leaderless Group Exercise
- ◆ Structured Interview
- ◆ Budget Analysis Exercise
- ◆ Personnel Issues Exercise
- ◆ Other exercise of the Client's choosing

Optional Assessment Center Fee: \$7,500*

*The fee assumes that the Assessment Center will be held on one day and be limited to no more than five candidates. For each additional candidate, the fee will increase by \$750.

The fee includes the preparation of the Assessment Center material and a written report outlining the findings of the Assessment Center as reported by the Assessors. We will assist the client in selecting three (3) professionals from outside the organization to serve as Assessors in evaluating each candidate's strengths and weaknesses. The client will be responsible for paying a \$500 stipend to each Assessor (and possible mileage or other transportation costs for the assessors).

The Assessment Center fee does not include lodging, travel and meal expenses for the GovHR facilitator(s) to be on-site for the Assessment Center. Actual expenses will be billed in addition to the fee. If the client chooses to add the Assessment Center option, the fees and expenses for this will be billed separately.