



AGREEMENT SUMMARY

NAME OF OTHER CONTRACTING PARTY

EXECUTIVE SEARCH LIBRARY - 7 FIRMS:

- AFFION PUBLIC, LLC
- ALLIANCE RESOURCE CONSULTING, LLC
- MBN SERVICES, INC., D/B/A BOB MURRAY & ASSOCIATES
- COOPERATIVE PERSONNEL SERVICES, D/B/A CPS HUMAN RESOURCE SERVICES
- RALPH ANDERSEN & ASSOCIATES
- SLAVIN MANAGEMENT CONSULTANTS
- THE MERCER GROUP, INCORPORATED

PROPOSED ACTION

- NEW ITEM     AMENDMENT, NUMBER     RENEWAL     EXTENSION

DOCUMENT TYPE

Consulting of Professional Services Contract

PURPOSE

Establishing a Resource Library for Executive Search services

SPECIAL PROVISIONS (select if applicable)

- |   |   |
|---|---|
| <input type="checkbox"/> LIVING WAGE PROGRAM          | <input type="checkbox"/> M/WBE PROGRAM  |
| <input type="checkbox"/> SBE SHELTERED MARKET PROGRAM | <input type="checkbox"/> REQUIRES IN-KIND MATCH:    \$                    OR                    % |
| <input type="checkbox"/> FEDERAL DBE PROGRAM          | <input type="checkbox"/> REQUIRES CASH MATCH:    \$                    OR                    %    |
| <input type="checkbox"/> CDBE PROGRAM                 |   |

EFFECTIVE DATES (new agreements only)

START:    Upon Approval by the Board  
 END:      2 years following execution

EFFECTIVE DATES (amendments only)

- NO CHANGE  
 END DATE HAS CHANGED FROM    TO    .  
 TERM HAS    FROM    TO    .

CONTRACT ADMINISTRATOR

NAME:    James R. Acton, Jr., Director, Human Resources  
 Division, Finance and Administrative Services Department  
 PHONE: 954-357-6044

CONTRACT TYPE

- |   |   |
|---|---|
| <input type="checkbox"/> COST REIMBURSEMENT | <input type="checkbox"/> OPEN-END                             |
| <input type="checkbox"/> FIRM FIXED PRICE   | <input type="checkbox"/> TIME AND MATERIALS                   |
| <input type="checkbox"/> PERFORMANCE BASED  | <input checked="" type="checkbox"/> OTHER    EXECUTIVE SEARCH |
- PROJECT COSTS WILL VARY FROM SEARCH TO SEARCH

CONTRACT VALUE (new contracts)

<input type="checkbox"/> ACTUAL	<input checked="" type="checkbox"/> ESTIMATED	
	Base amount	\$200,000.00
	Reimbursables	\$0.00
	Optional Services	\$0.00
<hr/>		
<i>Total contract value</i>		\$200,000.00

CONTRACT VALUE (amendments only)

<input type="checkbox"/> NO CHANGE	<input type="checkbox"/> ACTUAL	<input type="checkbox"/> ESTIMATED
	Original approved contract value	
	Approved previous adjustments	
<hr/>		
<i>Value of this action</i>		
<hr/>		
<i>Amended total contract value</i>		

PAYMENT METHOD

- LUMP SUM PAYMENT  
 MILESTONE / PROGRESS BASED  
 SCHEDULED OR TIME-BASED  
 OTHER    SEE EXHIBIT A TO THE AGREEMENT FOR COMPENSATION SCHEDULE

PAYMENT TERMS

Consultant may submit invoices for compensation no more often than on a monthly basis, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month, except the final invoice which must be received no later than sixty (60) days after the Agreement expires. Invoices shall designate the nature of the services performed and the date(s) such services were completed.

County shall pay Consultant within thirty (30) calendar days of receipt of Consultant's proper statement, as required by the "Broward County Prompt Payment Ordinance" (Broward County Ordinance No. 89-49, as may be amended from time to time). To be deemed proper, all invoices must comply with the requirements set forth in the Agreement and must be submitted on the form and pursuant to instructions prescribed by the Contract Administrator. Payment may be withheld for failure of Consultant to comply with a term, condition, or requirement of the Agreement.

Notwithstanding any provision of this Agreement to the contrary, County may

withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to Contract Administrator. The amount withheld shall not be subject to payment of interest by County.

Consultant shall not be required to perform as requested if its services are engaged pursuant to the Agreement or any of its Exhibits, as a result of fire, embargo, strike, war, accident, act of God, act of terrorism, voluntary or involuntary compliance with any valid law or regulation of any governmental agency of authority, or anything beyond Consultant's reasonable control, as mutually agreed upon by both parties.

Payment shall be made to Consultant payable in the name of and forwarded to Consultant as set forth in each agreement.

**COST ADJUSTMENT**

- NOT APPLICABLE                       FIXED PERCENTAGE %                       ACTUAL COST  
 CPI OR OTHER INDEX                       FIXED COST \$                       OTHER

**EQUITY PROGRAM PARTICIPATION SUMMARY**

Total County established M/WBE, SBE, CDBE, or DBE participation goal for this action or project: 0%

Total contractor-committed M/WBE, SBE, CDBE, or DBE participation goal planned for this action or project: 0%

M/WBE, SBE, CDBE, or DBE participation to date: 0%

**RENEWAL OR EXTENSION TERMS**

THE TERM OF THE AGREEMENT SHALL BEGIN ON THE DATE IT IS FULLY EXECUTED BY BOTH PARTIES AND SHALL END TWO (2) YEARS THEREAFTER, SUBJECT TO EARLIER TERMINATION AS STATED IN THE AGREEMENT. THE AGREEMENT MAY BE RENEWED FOR THREE (3) CONSECUTIVE TERMS WITH EACH TERM CONSISTING OF A ONE (1) YEAR PERIOD, AT THE SOLE OPTION OF THE COUNTY'S PURCHASING DIRECTOR, UPON AT LEAST THIRTY (30) DAYS PRIOR WRITTEN NOTICE BY THE PURCHASING DIRECTOR. IF THE TERM OF THE AGREEMENT EXTENDS BEYOND A SINGLE FISCAL YEAR OF COUNTY, THE CONTINUATION OF THE AGREEMENT BEYOND THE END OF ANY FISCAL YEAR SHALL BE SUBJECT TO THE AVAILABILITY OF FUNDS FROM COUNTY IN ACCORDANCE WITH CHAPTER 129, FLORIDA STATUTES, AS MAY BE AMENDED FROM TIME TO TIME.

ALL DUTIES, OBLIGATIONS, AND RESPONSIBILITIES OF CONSULTANT REQUIRED BY THE AGREEMENT SHALL BE COMPLETED NO LATER THAN THE TIME AGREED UPON BY CONSULTANT AND COUNTY'S CONTRACT ADMINISTRATOR OR PURCHASING DIRECTOR AS SET FORTH IN ANY PURCHASE ORDER(S), STATEMENT(S) OF WORK AND/OR THE AGREEMENT. TIME SHALL BE DEEMED TO BE OF THE ESSENCE IN PERFORMING THE DUTIES, OBLIGATIONS AND RESPONSIBILITIES REQUIRED BY THE AGREEMENT, ANY PURCHASE ORDER(S), AND/OR STATEMENT(S) OF WORK.

**TERMINATION AND CANCELLATION PROVISIONS**

FOR CAUSE: THE AGREEMENT AND/OR ANY PURCHASE ORDER MAY BE TERMINATED FOR CAUSE BY ACTION OF COUNTY'S PURCHASING DIRECTOR OR BY CONSULTANT IF THE PARTY IN BREACH HAS NOT CORRECTED THE BREACH WITHIN TEN (10) DAYS AFTER WRITTEN NOTICE FROM THE AGGRIEVED PARTY IDENTIFYING THE BREACH.

FOR CONVENIENCE: THE AGREEMENT AND/OR ANY PURCHASE ORDER MAY ALSO BE TERMINATED BY COUNTY'S PURCHASING DIRECTOR UPON SUCH NOTICE AS SUCH PURCHASING DIRECTOR DETERMINES THAT TERMINATION IS NECESSARY TO PROTECT THE PUBLIC HEALTH, SAFETY, OR WELFARE. THE AGREEMENT AND/OR ANY PURCHASE ORDER MAY ALSO BE TERMINATED BY THE COUNTY'S PURCHASING DIRECTOR UPON NOT LESS THAN FIVE (5) DAYS' PRIOR WRITTEN NOTICE IN THE EVENT THAT CONSULTANT BECOMES DEBARRED BY COUNTY; LOSES ESSENTIAL QUALIFICATIONS; BECOMES INSOLVENT; OR IS REMOVED AS A CONSULTANT FOR EXECUTIVE SEARCH PROFESSIONAL SERVICES IN ACCORDANCE WITH THE PROCUREMENT CODE PROCEDURE FOR CANCELLATION OF CONTRACTS AND/OR ACCORDING TO THE TERMS OF THE AGREEMENT. AN ERRONEOUS TERMINATION FOR CAUSE SHALL BE CONSIDERED A TERMINATION FOR CONVENIENCE.

CAUSE FOR COUNTY'S TERMINATION OF THE AGREEMENT AND/OR ANY PURCHASE ORDER SHALL INCLUDE, BUT NOT BE LIMITED TO, NEGLIGENT, INTENTIONAL, OR REPEATED SUBMISSION FOR PAYMENT OF FALSE OR INCORRECT BILLS/INVOICES, FAILURE TO SUITABLY PERFORM THE WORK, FAILURE TO CONTINUOUSLY PERFORM THE WORK IN A MANNER CALCULATED TO MEET OR ACCOMPLISH THE OBJECTIVES OF THE COUNTY AS SET FORTH IN THE AGREEMENT AND/OR ANY PURCHASE ORDER, OR MULTIPLE BREACH BY CONSULTANT OF THE AGREEMENT AND/OR ANY PURCHASE ORDER WHICH HAS A MATERIAL ADVERSE EFFECT ON THE EFFICIENT ADMINISTRATION OF THE SERVICES NOTWITHSTANDING WHETHER ANY SUCH BREACH WAS PREVIOUSLY WAIVED OR CURED.

NOTICE OF TERMINATION SHALL BE PROVIDED IN ACCORDANCE WITH THE "NOTICES" SECTION OF THE AGREEMENT EXCEPT THAT NOTICE OF TERMINATION BY THE PURCHASING DIRECTOR WHICH THE PURCHASING DIRECTOR DEEMS NECESSARY TO PROTECT THE PUBLIC HEALTH, SAFETY, OR WELFARE MAY BE VERBAL NOTICE WHICH SHALL BE PROMPTLY CONFIRMED IN WRITING IN ACCORDANCE WITH THE "NOTICES" SECTION OF THE AGREEMENT.

IN THE EVENT THE AGREEMENT AND/OR ANY PURCHASE ORDER IS TERMINATED FOR CONVENIENCE BY THE COUNTY'S PURCHASING DIRECTOR,

CONSULTANT SHALL BE PAID FOR ANY SERVICES PERFORMED TO THE EFFECTIVE DATE THE AGREEMENT AND/OR PURCHASE ORDER IS TERMINATED; HOWEVER, UPON BEING NOTIFIED OF COUNTY'S ELECTION TO TERMINATE, CONSULTANT SHALL REFRAIN FROM PERFORMING FURTHER SERVICES OR INCURRING ADDITIONAL EXPENSES UNDER THE TERMS OF THE AGREEMENT AND/OR ANY PURCHASE ORDER, UNLESS OTHERWISE SPECIFICALLY AUTHORIZED IN SUCH WRITTEN TERMINATION NOTICE. CONSULTANT ACKNOWLEDGES AND AGREES THAT TEN DOLLARS (\$10.00) OF THE COMPENSATION TO BE PAID BY COUNTY, THE RECEIPT AND ADEQUACY OF WHICH IS HEREBY ACKNOWLEDGED BY CONSULTANT, IS GIVEN AS SPECIFIC CONSIDERATION TO CONSULTANT FOR COUNTY'S RIGHT TO TERMINATE THE AGREEMENT FOR CONVENIENCE.

IN THE EVENT THE AGREEMENT OR ANY PURCHASE ORDER IS TERMINATED FOR ANY REASON, ANY COMPENSATION PAYABLE BY COUNTY SHALL BE WITHHELD UNTIL ALL DOCUMENTS ARE PROVIDED BY CONSULTANT TO COUNTY PURSUANT TO SECTION 9.1, OF ARTICLE 9 OF THE AGREEMENT.

**DELIVERABLES, MILESTONES OR SCOPE OF THIS ACTION**

Executive Search Professional Services

**LIST TERMS, CONSIDERATIONS OR DEVIATIONS FROM STANDARD COUNTY FORM.**

None