Agenda Item #: 3A-1
REVISED

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: September 9, 2014	ember 9, 2014	[X] Consent [] Ordinance	[]	Regular Public Hearing
Submitted By: A	dministration			,

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: A Contract with NP&S Management, Inc. d/b/a S. Renée Narloch & Associates as the Consultant for the executive search of the new County Administrator, for an amount not to exceed \$24,250.

Summary: Pursuant to Board direction, staff issued a Request for Proposals (RFP) for an executive search consultant to conduct the search for the new County Administrator. On July 31, 2014, the Selection Committee reviewed two (2) proposals received in response to RFP 14-063/DP (County Administrator Executive Search Services). Following a presentation by each proposer and discussion, the committee evaluated the proposals and recommended an award to S. Renée Narloch & Associates, a Tallahassee, Florida company.

The Executive Search Consultant scope of work will include, but not be limited to: work with the Board established County Administrator Selection Advisory Committee; gather input from Commissioners and develop a community/job profile; design/develop recruitment strategy and collateral materials; perform advertisement placement/candidate engagement activities; screen résumés; present semifinalists for Board of County Commissioner (BCC) review; work with BCC to short list candidates; perform extensive reference and background checks on short list group; facilitate one-on-one candidate interviews with BCC; coordinate any meetings with County staff, Constitutional officers, the public, business and private interest groups; design/develop interview process, Interview Procedures Guide and backgrounds on top candidates to BCC; implements public interviews, assists in salary negotiation; and any other related duties that may be required. Countywide (DO)

Background and Justification: County Administrator Robert Weisman will retire from Palm Beach County government in August 2015. In March 2014, County Staff presented to the BCC options for administering a selection process for a replacement for Mr. Weisman. The BCC recommended formation of a County Administrator Selection Advisory Committee (Committee), and use of an Executive Search Consultant to conduct a nationwide recruitment for Mr. Weisman's replacement. County Staff drafted a timeline of activities to implement the County Administrator selection process. The timeline included to advertise an RFP to select and contract with an Executive Search Consultant. Interviews with finalists are projected to occur in early 2015, with a start date of the new County Administrator projected to be approximately 30 days prior to Mr. Weisman's retirement date.

Attachment:

1. Contract with NP&S Management, Inc. d/b/a S. Renée Narloch & Associates

Approved By:

Assistant County Administrator

Date

II. FISCAL IMPACT ANALYSIS

A. F	ive Year Summary o	f Fiscal Impact	:			
	Fiscal Years	2014	2015	2016	2017	2018
Oper Exter Prog In-Ki NET No.	enditures rating Costs rnal Revenues ram Income (County) nd Match (County)	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1				
Budg	m Included In Currei jet Account No.: ct <u>૩પ૦\</u> Repo	nt Budget? Yo Fund <u>୦୦୦۱</u> orting Category	Departme	No nt_760	Unit 7401	
B.	Recommended Sou	urces of Funds	/Summary	of Fiscal Im	pact:	
C.	Departmental Fisca	al Review:				
		III. <u>REV</u>	IEW COMN	<u>IENTS</u>		
A.	OFMB Fiscal and/o	r Contract Dev		ct Dev. and	eobout	913114
B.	Legal Sufficiency:					
c.	Assistant County A	-				

REVISED 9/03 ADM FORM 01 (THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.)

Department Director

CONTRACT FOR County Administrator Executive Search Services (Contract No. 14-063/DP)

This Contract No. 14-063/DP is made as of this ______ day of ______, 2014, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and NP&S Management, Inc., dba S. Renée Narloch & Associates, 2910 Kerry Forest Pkwy D4-242, Tallahassee, FL 32309, a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT.

In consideration of the mutual promises contained herein, the COUNTY and the CONSULTANT agree as follows:

ARTICLE 1 - SERVICES

The CONSULTANT's responsibility under this Contract is to provide full executive recruiting services for the purpose of filling the County Administrator position to County Administration in accordance with Exhibit A, Scope of Work/Services, and Exhibit B, CONSULTANT's proposal dated June 30, 2014, as supplemented by CONSULTANT's e-mail dated July 14, 2014, and as amended by CONSULTANT's e-mail dated August 8, 2014, both of which are attached hereto and incorporated herein.

The COUNTY's representative/liaison during the performance of this Contract shall be Brad Merriman, Assistant County Administrator, telephone number (561) 561 355-4019 or designee.

The CONSULTANT's representative/liaison during the performance of this Contract shall be S. Renée Narloch, President, telephone number (850) 391-0000.

ARTICLE 2 - ORDER OF PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of the Contract, including Exhibit A; (2) the provisions of RFP No.14-063/DP and all Amendments thereto, which are incorporated into and made a part of this Contract; (3) Exhibit B, CONSULTANT's proposal dated June 30, 2014, as supplemented by CONSULTANT's e-mail dated July 14, 2014, and as amended by CONSULTANT's e-mail dated August 8, 2014; and (4) all other documents, if any, cited herein or incorporated herein by reference.

ARTICLE 3 - SCHEDULE

The CONSULTANT shall commence services on September 9, 2014, and complete all services by August 31, 2015. If the successful candidate selected under this Contract leaves COUNTY employment for any reason whatsoever within one (1) year of placement, the CONSULTANT shall reinitiate a one-time additional executive search, at

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no fee to the County, under the same terms and conditions of this contract until such time as the selection of a new successful placement has been completed.

Reports and other items shall be delivered and/or completed in accordance with Exhibit A.

ARTICLE 4 - PAYMENTS TO CONSULTANT

A. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of Twenty-Four Thousand Two Hundred Fifty Dollars and no cent (\$24,250.00).

The CONSULTANT shall notify the COUNTY's representative, in writing, when ninety percent (90%) of the "not-to-exceed amount" has been reached. The CONSULTANT will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit B for services rendered toward the completion of the Scope of Work/Services in an amount not-to-exceed Twenty-Two Thousand Dollars and no cents (\$22,000.00). Should the COUNTY require additional meetings beyond three (3), CONSULTANT agrees to conduct additional one-day onsite meetings for an additional \$750.00 per meeting, which includes CONSULTANT's time and travel-related expenses. The total amount to be paid by the COUNTY under this Contract for these additional meetings shall not exceed a total amount of Two Thousand Two Hundred Fifty Dollars and no cents (\$2,250.00). Where incremental billings for partially completed items is permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.

- B. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the COUNTY's representative, indicating that services have been rendered in conformity with the Contract. Approved invoices will be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.
- C. <u>Final Invoice</u>: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "<u>final invoice</u>" on the CONSULTANT's final/last billing to the COUNTY. This shall constitute CONSULTANT's certification that all services have been properly performed and all charges and costs have been invoiced to the COUNTY. Any further charges, if not properly included on this final invoice, are waived by the CONSULTANT.

ARTICLE 5 - PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL AUDIT REQUIREMENTS

Pursuant to Palm Beach County Code, Section 2-421 - 2-440, as amended, Palm Beach County's Office of Inspector General is authorized to review past, present and proposed COUNTY contracts, transactions, accounts, and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate,

monitor, and inspect the activities of entities contracting with the COUNTY, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 — 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

ARTICLE 6 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the CONSULTANT shall also constitute the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete, and current as of the date of the Contract and no higher than those charged the CONSULTANT's most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete, or noncurrent wage rates or due to inaccurate representation(s) of fees paid to outside contractors. The COUNTY shall exercise its rights under this Article 6 within three (3) years following final payment.

ARTICLE 7 - TERMINATION

This Contract may be terminated by the CONSULTANT upon sixty (60) days prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the CONSULTANT. It may also be terminated, in whole or in part, by the COUNTY, with cause upon five (5) business days written notice to the CONSULTANT or without cause upon ten (10) business days written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the COUNTY's satisfaction through the date of termination. After receipt of a Termination Notice, except as otherwise directed by the COUNTY, in writing, the CONSULTANT shall:

- 1. Stop work on the date and to the extent specified.
- 2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- 3. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- Continue and complete all parts of the work which have not been terminated.

ARTICLE 8 - PERSONNEL

The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required hereinunder shall be performed by the CONSULTANT, 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.

Any changes or substitutions in the CONSULTANT's key personnel, as may be listed in Exhibit B, attached hereto and incorporated herein, must be made known to the COUNTY's representative and written approval must be granted by the COUNTY's representative before said change or substitution can become effective.

The CONSULTANT warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the CONSULTANT's personnel (and all subcontractors) will comply with all COUNTY requirements governing conduct, safety, and security while on COUNTY premises.

ARTICLE 9 - CRIMINAL HISTORY RECORDS CHECK

The CONSULTANT, CONSULTANT's employees, subcontractors of CONSULTANT and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 – 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolution R-2003-1274, as amended. The CONSULTANT is solely responsible for understanding the financial, schedule, and/or staffing implications of this Ordinance. Further, the CONSULTANT acknowledges that its Contract price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This Contract may include sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and Resolution R-2003-1274, as amended. COUNTY staff representing the COUNTY department will contact the CONSULTANT(s) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The CONSULTANT shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the contract and return them to the COUNTY. If the CONSULTANT or its subcontractor(s) terminates an employee who has been issued a badge, the CONSULTANT must notify

the COUNTY within two (2) hours. At the time of termination, the CONSULTANT shall retrieve the badge and shall return it to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend the CONSULTANT if the CONSULTANT: 1) does not comply with the requirements of County Code Section 2-371 through 2-377, as amended; 2) does not contact the COUNTY regarding a terminated CONSULTANT employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

ARTICLE 10 - SMALL BUSINESS ENTERPRISES SUBCONTRACTING

The COUNTY reserves the right to accept the use of a subcontractor, or to reject the selection of a particular subcontractor, and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONSULTANT is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If the CONSULTANT uses any subcontractors on this project, the following provisions of this Article shall apply:

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

- 1. The Palm Beach County Board of County Commissioners has established a minimum goal for SBE participation of 15% on all County solicitations.
- 2. The CONSULTANT agrees to abide by all provisions of the Palm Beach County Code establishing the SBE Program, as amended, and understands that failure to comply with any of the requirements will be considered a breach of contract.
- 3. The CONSULTANT incorporates Schedule 1 List of proposed SBE-M/WBE Prime/Subcontractors) and Schedule 2 (Letter of Intent) attached hereto and made a part hereof, the names, addresses, scope of work, percentage and/or dollar value of the SBE-M/WBE participation on Schedule 1 and the Letter of Intent, Schedule 2, signed by each of the listed SBE-M/WBE sub-consultants on Schedule 1 agreeing to perform the contract at the listed percentage and/or dollar value.

The CONSULTANT understands that each SBE firm utilized on this contract must be certified by Palm Beach County in order to be counted toward the SBE participation goal.

4. The CONSULTANT understands that it is the responsibility of the department letting the contract and the Office of Small Business Assistance (OSBA) to monitor compliance with the SBE Ordinance requirements. In that regard, the

CONSULTANT agrees to furnish progress payment reports to both parties on the progress of the SBE-M/WBE participation on each pay application submitted.

- 5. The CONSULTANT further agrees to provide OSBA with a copy of their contract with the SBE sub-consultant or any other related documentation upon request.
- 6. After contract award, the successful CONSULTANT will only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitution must be done with other certified SBEs in order to maintain the proposed SBE percentages submitted with the proposal. Requests for substitutions must be submitted to the department issuing the Request for Proposal and the OSBA.
- 7. The CONSULTANT understands that s/he is prohibited from making any agreements with the SBE in which the SBE promises not to provide sub consultant quotations to other proposers or potential proposers.
- 8. The CONSULTANT agrees to maintain all relevant records and information necessary to document compliance with the Palm Beach County Code and will allow the COUNTY to inspect such records.

ARTICLE 11 - FEDERAL AND STATE TAX

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

The CONSULTANT shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

ARTICLE 12 - AVAILABILITY OF FUNDS

The COUNTY's performance and obligation to pay under this Contract is contingent upon an annual appropriation for its purpose by the Board of County Commissioners.

ARTICLE 13 - INSURANCE REQUIREMENTS

It shall be the responsibility of the CONSULTANT to provide initial evidence of the following minimum amounts of insurance coverage to:

Palm Beach County c/o Insurance Tracking Services, Inc. (ITS) P.O. Box 20270 Long Beach, CA 90801

Subsequently, the CONSULTANT shall, during the term of the Contract, and prior to each renewal thereof, provide such evidence to ITS at pbc@instracking.com or fax (562) 435-2999, which is Palm Beach County's insurance management system, prior to the expiration date of each and every insurance required herein.

The CONSULTANT shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Contract, insurance coverages and limits (including endorsements) as described herein. Failure to maintain the required insurance will be considered default of the Contract. The requirements contained herein, as well as COUNTY's review or acceptance of insurance maintained by CONSULTANT, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONSULTANT under the Contract. CONSULTANT agrees to notify the COUNTY with at least ten (10) days prior notice of any cancellation, non-renewal or material change to the insurance coverages. Further, CONSULTANT shall agree that all insurance coverage required herein shall be provided by CONSULTANT to COUNTY on a primary basis.

- A. <u>Commercial General Liability</u>: CONSULTANT shall maintain Commercial General Liability at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.
- B. <u>Business Auto Liability</u>: CONSULTANT shall maintain Business Auto Liability at a limit of liability not less than \$500,000 Each Occurrence for all owned, nonowned, and hired automobiles. In the event CONSULTANT owns no automobiles, the Business Auto Liability requirement shall be amended allowing CONSULTANT to maintain only Hired & Non-Owned Auto Liability and shall provide either an affidavit or a letter on company letterhead signed by the CONSULTANT indicating either the CONTRACTOR does not own any vehicles, and if vehicles are acquired throughout the term of the contract, CONSULTANT agrees to purchase "Owned Auto" coverage as of the date of acquisition. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form.
- C. <u>Workers' Compensation Insurance & Employer's Liability</u>: CONSULTANT shall maintain Workers' Compensation & Employer's Liability in accordance with Florida Statute Chapter 440.
- D. Professional Liability: CONTRACTOR shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than \$1,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds \$10,000, COUNTY reserves the right, but not the obligation, to review and request a copy of CONTRACTOR's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, CONTRACTOR warrants the Retroactive Date equals or preceded the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering

the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, CONTRACTOR shall purchase a SERP with a minimum reporting period not less than three (3) years. The requirement to purchase a SERP shall not relieve the CONTRACTOR of the obligation to provide replacement coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims - made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage.

- E. <u>Additional Insured Clause</u>: Except as to Business Auto, Workers' Compensation and Employer's Liability (and Professional Liability, when applicable) the Certificate(s) of Insurance <u>shall clearly confirm</u> that coverage required by the Contract has been endorsed to include Palm Beach County as an Additional Insured.
- F. Waiver of Subrogation: CONSULTANT hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONSULTANT shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should CONSULTANT enter into such an agreement on a pre-loss basis.
- G. <u>Certificates of Insurance</u>: Within forty-eight (48) hours of the COUNTY's request to do so, the CONSULTANT shall deliver to the COUNTY via the Insurance Company/Agent a signed Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. During the term of the Contract and prior to each subsequent renewal thereof, the CONSULTANT shall provide this evidence to ITS at pbc@instracking.com or fax (562) 435-2999, which is Palm Beach County's insurance management system, prior to the expiration date of each and every insurance required herein. Said Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) day endeavor to notify due to cancellation (10 days for nonpayment of premium) or non-renewal of coverage.
- H. <u>Umbrella or Excess Liability</u>: If necessary, CONSULTANT may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically

endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

I. Right to Revise or Reject: COUNTY, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

ARTICLE 14 - INDEMNIFICATION

CONSULTANT shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officials harmless from and against any and all claims, liability, loss, expense, cost, damages, or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Contract or due to the acts or omissions of CONSULTANT.

ARTICLE 15 - SUCCESSORS AND ASSIGNS

The COUNTY and the CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONSULTANT shall assign, sublet, convey, or transfer its interest in this Contract, without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONSULTANT.

ARTICLE 16 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County. 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 hereunder now or hereafter existing at law, or in equity, 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.

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the COUNTY and/or CONSULTANT.

ARTICLE 17 - CONFLICT OF INTEREST

The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes and the Palm Beach County Code of Ethics. The CONSULTANT further represents that no person having any conflict of interest shall be employed for said performance or services.

The CONSULTANT shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence, or appear to influence. the CONSULTANT's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would. in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONSULTANT. The COUNTY agrees to notify the CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the COUNTY shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONSULTANT under the terms of this Contract.

ARTICLE 18 - EXCUSABLE DELAYS

The CONSULTANT 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 CONSULTANT, or its subcontractor(s), and without their fault or negligence. Such causes include, but are not limited to: acts of God; force majeure; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the CONSULTANT's request, the COUNTY shall consider the facts and extent of any failure to perform the work; and, if the CONSULTANT's failure to perform was without it or its subcontractors' fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly, subject to the COUNTY's rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 19 - ARREARS

The CONSULTANT shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 20 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONSULTANT shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY, or at its expense, will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the COUNTY's prior written consent, unless required by a lawful court order. All drawings, maps, sketches, programs, data bases, reports and other data developed or purchased under this Contract for the COUNTY, or at the COUNTY's expense, shall be and remain the COUNTY's property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 21 - INDEPENDENT CONSULTANT RELATIONSHIP

The CONSULTANT is, and shall be, in the performance of all work, services, and activities under this Contract, an Independent Contractor and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONSULTANT's sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT's relationship, and the relationship of its employees, to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The CONSULTANT does not have the power or authority to bind the COUNTY in any promise, agreement, or representation other than specifically provided for in this Contract.

ARTICLE 22 - CONTINGENT FEE

The CONSULTANT warrants that it 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 Contract and that it 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 any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 23 - PUBLIC RECORDS, ACCESS AND AUDITS

The CONSULTANT shall maintain records related to all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The COUNTY shall have access to such records as required in this section for the purpose of inspection or audit during normal business hours, at the CONSULTANT's place of business.

Notwithstanding anything herein to the contrary, as provided under Section 119.0701, F.S., where the CONSULTANT: (i) provides a service and (ii) acts on behalf of the COUNTY as provided under Section 119.011(2) F.S., the CONSULTANT is required to:

- 1) maintain public records that ordinarily and necessarily would be required by the COUNTY in order to perform the service;
- 2) provide the public with access to public records on the same terms and conditions that the COUNTY would provide the records and at a cost that does not exceed the cost provided by Florida law;
- ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- 4) meet all requirements for retaining public records and transfer, at no cost, to the COUNTY all public records in possession of the CONSULTANT upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the COUNTY in a format that is compatible with the information technology systems of the COUNTY.

Failure of the CONSULTANT to comply with these requirements shall be a material breach of this Contract.

ARTICLE 24 - NONDISCRIMINATION

The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

ARTICLE 25 - AUTHORITY TO PRACTICE

The CONSULTANT hereby represents and warrants that it has, and will continue to maintain, all licenses and approvals required to conduct its business; and, that it will, at all times, conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

ARTICLE 26 - SEVERABILITY

If any term or provision of this Contract or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 27 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 28 - SCRUTINIZED COMPANIES (when contract value is greater than \$1 million)

As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473.

If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by CONSULTANT, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135.

<u>ARTICLE 29 - MODIFICATIONS OF WORK</u>

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein, or additions thereto. Upon receipt by the CONSULTANT of the COUNTY's notification of a contemplated change, the CONSULTANT shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change; (2) notify the COUNTY of any estimated change in the completion date; and (3) advise the COUNTY if the contemplated change shall affect the CONSULTANT's ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs, in writing, the CONSULTANT shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY's decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate a Contract Amendment, and the CONSULTANT shall not commence work on any such change until such written amendment is signed by the CONSULTANT and approved and executed on behalf of Palm Beach County.

ARTICLE 30 - NOTICE

All notices required in this Contract shall be sent by certified mail (return receipt requested), hand delivered, or sent by other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Kathleen M. Scarlett, Director Purchasing, Palm Beach County 50 South Military Trail, Suite 110 West Palm Beach, FL 33415

With a copy to:

Brad Merriman, Assistant County Administrator Palm Beach County Governmental Center 301 N Olive Ave., 11th Floor West Palm Beach, FL 33401

If sent to the CONSULTANT, notices shall be addressed to:

S. Renée Narloch, President S. Renée Narloch & Associates 2910 Kerry Forest Pkwy D4-242 Tallahassee, FL 32309

ARTICLE 31 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the CONSULTANT agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms, and conditions contained in the Contract may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 29 - Modifications of Work.

ARTICLE 32 - REGULATIONS; LICENSING REQUIREMENTS:

The CONSULTANT shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CONSULTANT is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

THE REST OF THIS PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and CONSULTANT has hereunto set its hand the day and year above written.

ATTEST: SHARON R. BOCK CLERK AND COMPTROLLER	PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS:
By: Deputy Clerk	By: Priscilla A. Taylor, Mayor
Signature Name (type or print) Signature Signature Name (type or print)	CONSULTANT NP&S Management, Inc. d/b/a S. Renée Narloch & Associates Company Name Signature S. Renée Narloch Typed Name President
APPROVED AS TO FORM AND LEGAL SUFFICIENCY By County Attorney APPROVED AS TO TERMS AND CONDITIONS	Title (corp. seal)
By Paul Wein Department Director	

EXHIBIT A SCOPE OF WORK/SERVICES Contract No. 14-063/DP

1. PURPOSE

CONSULTANT shall provide full recruiting services to the Palm Beach County Board of County Commissioners (BCC) for the purpose of filling the County Administrator position. The CONSULTANT shall have proven experience working with local governments, specifically Counties and more specifically with the position of County Administrator.

2. <u>INTRODUCTION</u>

The COUNTY has not conducted recruitment for this position. It is anticipated that the retiring County Administrator stay on through the search process or August 30, 2015, whichever comes first. The COUNTY desires a nationwide search be conducted for the most qualified candidates to fill the position of County Administrator. Candidates should have experience with local government (i.e., counties or municipalities). The BCC has established a 'County Administrator Selection Process Advisory Committee' (Advisory Committee) comprised of BCC designees inclusive of individuals from the Palm Beach County League of Cities and from the Economic Council of Palm Beach County. The Advisory Committee will provide input to the CONSULTANT to assist in development of the selection criteria for the County Administrator position; identification of advertisement opportunities; identification of individuals selected for interview; development of selection instruments (written exercise(s), interview questions, etc.); and other duties related to the selection process as identified by the CONSULTANT. The CONSULTANT's scope of work shall include, but not be limited to, meetings with the BCC, the Advisory Committee, and other stakeholders deemed necessary by the BCC or Advisory Committee, to determine desired qualifications, skills and experience of potential candidates.

3. TASKS

The CONSULTANT shall provide the following services as a minimum, but not limited to:

- A. Hold one-on-one interviews with County Commissioners to develop a comprehensive, detailed profile of the ideal County Administrator candidate for the COUNTY.
- B. Hold meetings with the Advisory Committee.
- C. Compile the findings of the one-on-one interviews and meetings into a formal report to submit to the BCC.
- D. Develop a strategy for carrying out the recruitment, with strong emphasis on outreach activities to encourage applicants from diverse backgrounds to apply,

- ad placement, solicitations to passive qualified potential candidates, and marketing the position through a variety of methods.
- E. Identify potential contacts and conduct personal outreach recruiting.
- F. Reviewing resumes for background/qualifications and salary expectations, followed by telephone interviews to clarify each applicant's experience and to prepare a written summary of strong semifinalists to recommend to the BCC.
- G. Compliance with appropriate personnel regulations and state laws (i.e., ADA).
- H. Respond to all candidate inquiries and produce all correspondence throughout the search.
- I. Assist BCC in determining top candidates as finalists.
- J. Evaluate top candidates for serious consideration by conducting in depth reference checks with individuals who are or have been in the position to evaluate the candidate's job performance.
- K. Optional Service: Ascertain the candidate's strength in personal dimensions identified by a profile conducted by the CONSULTANT.
- L. Coordinate and conduct any events/meet and greet activities between candidates and stakeholders (e.g., COUNTY staff, other Constitutional officers, the public, business and private interest groups).
- M. Produce an Interview Procedures Guide for the BCC, finalize a public meeting process with the COUNTY for interviews, and coordinate applicants' participation in interviews.
- N. Coordinate and conduct public meeting interview process.
- O. Debrief with the BCC following interviews and identify additional candidates if necessary.
- P. Verify selected candidate's educational background, and conduct criminal, litigation, financial, and newspaper, and civil litigation check.
- Q. Notify rejected applicants.
- R. Reinitiate a one-time additional executive search, at no fee to the COUNTY, if successful candidate leaves COUNTY employment within one (1) year of placement. The COUNTY may entertain alternate proposals that achieve the COUNTY's purpose of obtaining a successful placement.

- S. Coordinate with COUNTY staff on the compensation and relocation negotiations with finalist. Information that is to be included in the Search Proposal:
 - a. Provide a detailed, comprehensive presentation of the approach to be used by the CONSULTANT to accomplish the search.
 - b. Discuss the method used by the CONSULTANT to communicate and work with local government.
 - c. Specify the information the CONSULTANT requires from Palm Beach County to enable the firm to conduct the search.
 - d. Discuss methods used to identify diverse prospective candidates and promote their interest in applying.

4. PROPOSED COUNTY TIMETABLE

The following is a time table prepared by COUNTY staff of the recruiting process. It is highly desirable the new candidate begins work in August 2015.

- September/October 2014 BCC Award of Contract to selected firm
- January 2015 Selected recruiting firm meets with BCC in one-on-one sessions, and meets with County Administrator Selection Process Advisory Committee to gather input
- February 2015 Dissemination of the optimum candidate profile to the BCC and BCC approval of the profile, salary, and recruitment strategy and timeline
- March/April 2015 Recruitment strategy implemented, resumes received and reviewed
- Late April 2015 Presentation of strong semifinalists to BCC, Top group identified
- Early May 2015 Vetting of Top group
- Mid-May 2015 Interview Procedures Guide and Short List Candidates' collateral reports provided to the BCC by the recruiting firm
- May 2015 Public Interviews / Selection
- Late May/Early June 2015 Negotiate Salary
- June/July 2015 Notice given by selected candidate
- August 2015 New County Administrator begins work

5. <u>COUNTY DUE DILIGENCE</u>

The COUNTY reserves the right to perform its own background and/or reference checks of any candidates selected by the recruiting firm. These checks will be in addition to background and reference checks performed by the CONSULTANT.

EXHIBIT B CONSULTANT'S PROPOSAL DATED JUNE 30, 2014, AS SUPPLEMENTED BY CONSULTANT'S E-MAIL DATED JULY 14, 2014 AND AS AMENDED BY CONSULTANT'S E-MAIL DATED AUGUST 8, 2014 Contract No. 14-063/DP

(28 Pages)

From:

S. Renee Narloch

To: Subject: Donna Pagel

Date:

Executive Search Services - Contract Language

Friday, August 08, 2014 7:10:33 AM

Donna: Suggested language for the contract is below. Also, I agreed to remove the "for cause" portion of the guarantee in the proposal.

Should the County require additional meetings, consultant agrees to conduct additional one-day onsite meetings for an additional \$750.00 per meeting, which includes consultant's time and travel-related expenses.

Thanks again for all of your assistance. Renee 850-391-0006 Direct

S. Renée Narloch, President 2910 Kerry Forest Pkwy D4-242 Tallahassee, FL 32309 T (850) 391-0000 F (850) 391-0002 reneen@srnsearch.com www.srnsearch.com



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From: Donna Pagel <dpagel@pbcgov.org>
Sent: Thursday, August 07, 2014 8:24 AM

To: S. Renee Narloch

Subject: RE: Executive Search Services - Follow-up

Great. Thanks.

Donna Pagel Purchasing Manager Palm Beach County (561) 616-6821 From: S. Renee Narloch [mailto:reneen@srnsearch.com]

Sent: Thursday, August 07, 2014 8:23 AM

To: Donna Pagel

Subject: RE: Executive Search Services - Follow-up

Will do, Donna.

S. Renée Narloch, President 2910 Kerry Forest Pkwy D4-242 Tallahassee, FL 32309 T (850) 391-0000 F (850) 391-0002 reneen@srnsearch.com www.srnsearch.com



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From: Donna Pagel < dpagel@pbcgov.org > Sent: Wednesday, August 06, 2014 1:54 PM

To: S. Renee Narloch
Cc: Rachel Hanselman

Subject: RE: Executive Search Services - Follow-up

Hi Ms. Narloch:

I'm just following up on our request for confirmation in writing of the additional cost per meeting discussed at the Oral Presentations for RFP No. 14-063/DP. Please provide this information as soon as possible so that I can prepare the contract. Please let me know if you have any questions. Thanks.

Donna Pagel Purchasing Manager Palm Beach County (561) 616-6821 (561)242-6721 (fax) From: Lisa Juliano

Sent: Tuesday, July 15, 2014 11:15 AM

To: Rachel Hanselman

Cc: S. Renee Narloch; Donna Pagel

Subject: RE: Executive Search Services - Follow-up

Thank you.

From: Rachel Hanselman [mailto:rachel@srnsearch.com]

Sent: Tuesday, July 15, 2014 11:07 AM

To: Lisa Juliano

Cc: S. Renee Narloch; Donna Pagel

Subject: RE: Executive Search Services - Follow-up

Good morning Ms. Juliano,

Thank you for your response.

Typically there are 3 staff assigned to searches: Ms. Narloch, typically 1 Senior Consultant, and 1 Administrative Assistant. In the case of Palm Beach, we expect to have Ms. Narloch, 2 Senior Consultants and 1 Administrative Assistant.

Please let us know if you have any questions.

Thank you,



RACHEL HANSELMAN Senior Consultant T: (850) 391-0000 F: (850) 391-0002 2910 Kerry Forest Pkwy D4-242 Tallahassee, FL 32309 rachel@srnsearch.com

www.srnsearch.com

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From: Lisa Juliano < liuliano@pbcgov.org > Sent: Tuesday, July 15, 2014 9:14 AM

To: Rachel Hanselman

Cc: S. Renee Narloch; Donna Pagel

Subject: RE: Executive Search Services - Follow-up

Ms. Hanselman,

I received your voicemail message. I am glad you re-sent the information as I had not received it

earlier.

The question regarding number of full-time staff relates to the number of SRN staff that worked on the project not the number of individuals placed. Please outline that information in a response to this e-mail.

Thank you.

Lisa Juliano, Senior Buyer Palm Beach County Purchasing Department 50 S. Military Trail, Suite 110 West Palm Beach, FL 33415-3199

Phone: 561-616-6820 Fax: 561-242-6720

EMail: ljuliano@pbcgov.org

From: Rachel Hanselman [mailto:rachel@srnsearch.com]

Sent: Monday, July 14, 2014 4:54 PM

To: Lisa Juliano **Cc:** S. Renee Narloch

Subject: Executive Search Services - Follow-up

Please kindly confirm receipt.

Good day, Ms. Juliano:

Thank you for your follow-up correspondence relative to our proposal for Executive Search Services. Specifics related to our References and related projects are listed below. I am assuming the question about number of full-time staff provided means how many individuals we placed. We placed one individual per search, although our clients often ask to consider other candidates in our pool of applicants for other positions they have available.

If I have misinterpreted this, or if you need additional information or clarification, please let us know. Again, thank you for your time and consideration.

Coconut Creek, FL

March 2014 to May 2014 \$17,000 professional fee, plus \$7,500 expenses

Wake County, NC

November 2013 to March 2014 \$24,000 all inclusive fee

San Antonio Housing Authority, TX (SAHA)

December 2010 to April 2013 - 3 year contract

Chief Operating Officer (2013); Human Resources Director (2011); Information Technology Director (2012); Community Initiatives Director(2012); Neighborhood and Development Services Director (2011).

\$22,500 all inclusive, per search

Sumter County, FL

March 2014 to July 2014, Public Works Director, \$13,500 professional, plus \$7,500 expenses

March 2014 to Present, Assistant Public Works Director, \$6,500 (flat fee/partial search - client pulled candidates from Director applicant pool)

2011 Fire Chief, \$12,500 professional fee, plus \$7,500 expenses

2012 Development Services Director, \$12,500 professional fee, plus \$7,500 expenses
S. Renée Narloch, President
2910 Kerry Forest Pkwy D4-242
Tallahassee, FL 32309
T (850) 391-0000
F (850) 391-0002
reneen@srnsearch.com
www.srnsearch.com



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A PROPOSAL TO CONDUCT EXECUTIVE RECRUITMENT SERVICES FOR THE

COUNTY ADMINISTRATOR ON BEHALF OF PALM BEACH COUNTY, FLORIDA



S. RENÉE NARLOCH, PRESIDENT 2910 Kerry Forest Pkwy D4-242, Tallahassee, FL 32309 P 850.391.0000 | F 850.391.0002 Info@srnsearch.com

1102 S. Austin Ave 110-295, Georgetown, TX 78626 P 512.843.5439 | F 850.391.0002 infotx@srnsearch.com

www.srnsearch.com



June 30, 2014

Mr. Donna Pagel, Purchasing Manager Palm Beach County, Board of County Commissioners 50 South Military Trail, Suite 110 West Palm Beach, Florida 33415

Dear Ms. Pagel:

We appreciate the opportunity to provide Palm Beach County with a proposal to conduct the executive recruitment for the position of County Administrator. Our proposal includes an overview of our qualifications and costs related to our services. With respect to this recruitment for Palm Beach County, you should know:

- S. Renée Narloch & Associates has extensive experience conducting quality searches that result in the placement of candidates ideally suited to clients' needs. We were recently incorporated in the State of Florida as a small, woman-owned firm. Prior to forming S. Renée Narloch & Associates, Ms. S. Renée Narloch, President, served as the Senior Vice President and the Director of the East Coast practice for an executive search firm with responsibilities for clients in 40 states, including Texas. She also previously served as the Southeastern Regional Recruitment Director for MAXIMUS and DMG's executive search practice.
- Ms. S. Renée Narloch, President, has over 25 years of experience conducting public sector executive recruitments throughout the nation, including more than 400 searches for clients such as the City of Dallas, TX (City Manager; Assistant Director of Water Utilities; Assistant Director of Transportation Operations); Broward County, FL (County Attorney; Port Everglades CEO/Executive Director; several other positions); City of Fort Lauderdale, FL (City Manager; City Attorney); Pasco County, FL (County Manager); Alachua County, FL (County Manager); Lee County, FL (County Manager; County Attorney); Sumter County, FL (Public Works Director; Assistant Public Works Director); and many others. Ms. Narloch will conduct the recruitment for the County Administrator for Palm Beach County.
- S. Renée Narloch & Associates has highly trained staff, a vast network of contacts and professional affiliations in public sector management, and a proven recruitment process tailored to our clients' needs which will result in a quality pool of candidates.

Thank you again for this opportunity and for your consideration. Please do not hesitate to contact us at 850. 391,0000 should you have questions or need additional information.

Sincerely,

S. Renée Narloch, President

2910 Kerry Forest Pkwy D4-242, Tallahassee, FL 32309 • T 850.391.0000 | F 850.391.0002

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ABOUT US

OUR UNDERSTANDING OF THE REQUEST FOR PROPOSAL

S. Renée Narloch & Associates is highly qualified to assist Palm Beach County in the recruitment of the new County Administrator. We understand the County's scope of services relative to this project and are able to successfully perform each task listed. We have extensive experience providing recruitment services, ranging from the initial contact with candidates to the successful hiring and placement of candidates.

We are able to successfully manage all aspects of the recruitment process and will work closely with the City to protect the integrity of the recruitment and to ensure a successful outcome. The City can be assured we will place a high priority on this recruitment, and our dedicated staff will provide their full attention throughout the entire recruitment process. Our recruiters have serviced hundreds of public sector clients, and we understand the importance of an objective and thorough process.

PRIMARY CONTACT

Ms. S. Renée Narloch, President, will conduct the County Administrator recruitment for Palm Beach County. Her contact information is as follows:

S. Renée Narloch, President 2910 Kerry Forest Pkwy D4-242 Tallahassee, FL 32309 | P 850.391.0000 Email: reneen@srnsearch.com Website: http://www.srnsearch.com

OUR FIRM HISTORY AND EXPERIENCE

S. Renée Narloch & Associates' recruiters are known throughout the industry as leading public sector recruiters by both clients and candidates. We have a reputation for conducting quality searches that result in the placement of candidates ideally suited to meet our clients' needs. We pride ourselves on our responsiveness to clients and candidates, and we assure Palm Beach County that the highest caliber of service will be provided throughout the recruitment process.

S. Renée Narloch & Associates was recently incorporated in the State of Florida as a womanowned, minority firm. Our firm is comprised of individuals who have extensive experience in the recruitment of public sector executives, and we have offices in Tallahassee, Florida, and Georgetown (Austin), Texas.

Ms. S. Renée Narloch, President, has over 25 years of experience conducting public sector executive recruitments throughout the nation, including more than 400 searches for clients such as the City of Dallas, TX (City Manager; Assistant Director of Water Utilities; Assistant Director of Transportation Operations); Broward County, FL (County Attorney; Port Everglades CEO/Executive Director; several other positions); City of Fort Lauderdale, FL (City Manager; City Attorney); Pasco County, FL (County Manager); Alachua County, FL (County Manager); Lee County, FL (County Manager; County Attorney); Sumter County, FL (Public Works Director; Assistant Public Works Director); and many others (Clients, Page 6). Ms. Narloch will conduct the recruitment for the County Administrator for Palm Beach County. She will be assisted by other senior staff members, as outlined in this proposal (The Team, Page 7).

We maintain a database of potential candidates, and our nationwide network of contacts and resources will be invaluable in identifying outstanding candidates, including those who may not be currently looking for opportunities. Our experience, combined with our proven recruitment process, expansive network of contacts, and knowledge of outstanding candidates nationwide, will ensure Palm Beach County has a quality group of finalists from which to select the new County Administrator.

SMALL BUSINESS/MINORITY BUSINESS CERTIFICATION

S. Renée Narloch & Associates is by federal and state guidelines considered a small, womanowned business based on the size of our firm, our annual business earnings and percentage of ownership held (100%) by a woman or minority. For purposes of this proposal, we are not currently certified in Palm Beach County as an SBE-MWBE firm.

STATEMENT OF PROFESSIONAL STANDARDS

S. Renée Narloch & Associates believes in sound and ethical business practices. We understand that confidence and respect are imperative to our success. Our services to clients and candidates involve relationships which depend on good faith efforts. We conduct business forthrightly with no intentional misrepresentations which could mislead clients or candidates. We refrain from using any sourcing techniques that involve deception or falsehood and do not engage in activities which violate antitrust laws.

Communication between us, our clients, and candidates are impartial and accurate, and we make a concerted effort to see that the position, our clients, and candidates are represented honestly and factually. We honor the confidentiality of proprietary information received from clients and candidates and will disclose any knowledge of potential conflicts of interest to client agencies and candidates.

OUR RECRUITMENT PROCESS

S. Renée Narloch & Associates' unique, client-driven approach to executive search will ensure that Palm Beach County has a pool of high-quality candidates from which to select the new County Administrator. Outlined below are the services we provide in our recruitment process.

DEVELOPING THE CANDIDATE PROFILE

Our understanding of the County's requirements will be the foundation to a successful search. We will work directly with County staff and others involved in the process in order to learn as much as possible about what the organization expects of a new County Administrator. We can also meet with other key staff or community members to gather input. We want to learn about the values and culture of the organization, as well as to understand the current issues, challenges, and opportunities that face Palm Beach County. We also want to be fully acquainted with the County's expectations regarding the knowledge, skills, and abilities sought in the ideal candidate, and we will work with your organization to identify expectations regarding education and experience. Additionally, we want to discuss expectations regarding compensation and other items necessary to complete the successful appointment of the ideal candidate. The profile that we develop together at this stage will guide our recruitment efforts.

ADVERTISING CAMPAIGN AND RECRUITMENT BROCHURE

After gaining an understanding of the County's needs, we will design an effective advertising campaign that is appropriate for the recruitment. We will focus on professional journals that are specifically suited to the County Administrator search, such as the ICMA Newsletter, utilizing venues that will ensure a diverse pool of applicants, including qualified minority and women candidates. We will also utilize social media and develop a professional recruitment brochure on the County's behalf that will discuss the community, organization, position, and compensation. Once completed, we will mail the brochure to an extensive audience, making them aware of the exciting opportunity with Palm Beach County.

RECRUITING CANDIDATES

After cross-referencing the profile of the ideal candidate with our database of thousands of candidates and our contacts in the field, we will conduct an aggressive outreach effort that includes making personal calls to prospective applicants in order to identify and recruit outstanding candidates, including qualified minority and women candidates. We realize that the

best candidate is often not looking for a new job, and this is the person that we actively pursue to become a candidate. Aggressively marketing the County Administrator position to prospective candidates will be essential to the success of the search.

SCREENING CANDIDATES

Following the closing date for the recruitment, we will screen all resumes using the criteria established in our initial meetings to narrow the field of candidates.

PRELIMINARY INTERVIEWS

We will conduct preliminary interviews with the top 10 to 12 candidates in order to determine which candidates have the greatest potential to succeed in your organization. During the interviews, we will explore each candidate's background and experience as it pertains to the County Administrator position. In addition, we will discuss the candidate's motivation for applying for the position and make an assessment of his/her knowledge, skills, and abilities. We will devote specific attention to determining the likelihood of the candidate's acceptance of the position if an offer of employment is made.

PUBLIC RECORDS SEARCH

Following the interviews, we will conduct a review of published articles that reference each candidate. Various sources will be consulted, including Lexis-Nexis*, a newspaper/magazine search engine, Google, and local papers from the communities in which the candidates have worked. This brings to our attention any further detailed inquiries that we may need to make at this time.

RECOMMENDATIONS

Based on the information gathered through meetings with your organization and preliminary interviews with candidates, we will typically recommend three to five candidates for your consideration. We will prepare a detailed, written report on each candidate that focuses on the results of our interviews and public record searches. We will make specific recommendations, but the final selection of those to be considered will be up to you.

FINAL INTERVIEWS

Our years of experience will be invaluable as we help you to develop an interview process that objectively assesses the qualifications of each candidate. We will adopt an approach that fits

your needs, whether it is a traditional interview, multiple interview panel, or assessment center process. We will provide you with suggested interview questions and rating forms, and we will be present at the interviews to facilitate the process. Our expertise lies in facilitating the discussion that can bring about a consensus regarding the final candidates.

We will work closely with your staff to coordinate and schedule interviews and candidate travel. Our goal is to ensure that each candidate has a very positive experience, since the manner in which the entire process is conducted will have an effect on the candidates' perception of your organization.

BACKGROUND CHECKS/DETAILED REFERENCE CHECKS

Based on final interviews, we will conduct credit, criminal, civil litigation, and motor vehicle record checks for the top one to three candidates. In addition, those candidates will be the subjects of detailed, confidential reference checks. In order to gain an accurate and honest appraisal of the candidates' strengths and weaknesses, we will talk candidly with people who have direct knowledge of their work and management style. We will ask candidates to provide the names of their supervisors, subordinates, and peers for the past several years. Additionally, we will make a point of speaking confidentially to individuals known to have insight into a candidate's abilities, but who may not be on his/her preferred list of contacts. At this stage in the recruitment, we will also verify candidates' educational backgrounds and any required certifications.

NEGOTIATIONS

We recognize the critical importance of successful negotiations and can serve as your representative during this process. Our experience provides us with insight into current industry standards and expectations in negotiating contracts, and we will be available to advise you regarding current approaches to difficult issues such as housing and relocation. Working to secure the appointment of your chosen candidate, we will represent your interests and advise you regarding salary, benefits, and employment agreements. We have the expertise to turn a very sensitive aspect of the recruitment into one that is viewed positively by both you and the candidate.

COMPLETE ADMINISTRATIVE ASSISTANCE

Throughout the recruitment, we will provide the County with updates on the status of the search. We will also take care of all administrative details on your behalf. Candidates will receive personal correspondence advising them of their status at each critical point during the recruitment. In addition, we will respond to inquiries about the status of their candidacy within 24 hours. Every administrative detail will receive our attention.

THE TEAM

Our team at S. Renée Narloch & Associates is comprised of a diverse group of individuals who have extensive experience in the recruitment of public sector executives. Ms. Narloch will be the lead consultant for the County Administrator recruitment for Palm Beach County, with assistance from Ms. Rachel Hanselman and Ms. Danielle Pervinich.

S. RENÉE NARLOCH, PRESIDENT

Ms. Narloch is the President of S. Renée Narloch & Associates and the Director of our offices located in Tallahassee, Florida, and Georgetown (Austin), Texas. She is recognized as one of the nation's leading recruiters. She has more than 25 years of experience conducting public sector recruitments and has participated in more than 400 searches nationwide. Prior to forming S. Renée Narloch & Associates, Ms. Narloch spent 10 years as the Senior Vice President of a public sector executive search firm with responsibilities for clients in 40 states from Texas northward to the East Coast. She also previously served as a Senior Recruiter with DMG and MAXIMUS with sole responsibility for the firm's executive search practice in the Southeastern, Mid-Atlantic, and Mid-Western states. Ms. Narloch received her Bachelor of Science degree in Information Studies, summa cum laude, from Florida State University, Tallahassee, Florida.

RACHEL HANSELMAN, SENIOR CONSULTANT

As a Senior Consultant, Ms. Hanselman is responsible for research, candidate recruitment, screening, reference checks, and background verifications. She focuses on client communication and works closely with clients to coordinate candidate outreach and ensure a successful search. Prior to joining S. Renée Narloch & Associates, Ms. Hanselman had eight years of experience managing her own retail business. Ms. Hanselman received her Bachelor of Arts degree in Business Administration from Flagler College, Tallahassee, Florida.

DANIELLE PERVINICH, SENIOR CONSULTANT

Ms. Pervinich is the Senior Consultant responsible for our office in Georgetown (Austin), Texas. She concentrates on client outreach and business operations. Ms. Pervinich previously worked for a local city government growth management department in the Austin area. She has seven years of experience working in executive administration in both local government and non-profit sectors. Ms. Pervinich received her Bachelor of Arts degree in Communication Studies from Southwestern University, Georgetown, Texas.

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S. Renée Narloch & Associates' recruiters have extensive experience, placing more than 400 public sector professionals. Below is a list of some of the clients for which Ms. Narloch has recruited.

Wayne County, MI Deputy Chief Director of Personnel and Chief Deputy CFO/2010 Broward County, FL Assistant Director of Economic & Small Business Development/2010; County Attorney/2011; Port Everglades Chief Executive/Port Director/2012; Part Everglades Director of Business Development/2012 Sumter County, FL Public Works Director/2010; Fire Chief/2011; Development Services Director/2012 San Antonio Housing Authority (SAHA), TX Development Services & Neighborhood Revitalization Officer/2010; Director of Human Resources & Employee Development/2010; Director of Community Development Initiatives/2012; Director of Information
Technology/2012; Chief Operations Officer/2012 SOS Children's Villages - Florida Chief Executive Officer/2012 Virginia Commonwealth University (VCU), Richmond, VA Police Chief/2010 New Orleans Redevelopment Authority, Executive Director/2010 City of Oak Creek, WI City Administrator/2010 Houston Housing Authority, Houston, TX President/CEO/2011 City of Durham, NC Director of Technology Solutions/2010 City of Fort Lauderdale, FL City Manager/2011; City Attorney/2012; Building Official/2014 City of Topeka, KS City Manager/2012 Rochester-Genesee Regional Transportation Authority (RGRTA), NY Chief Executive Officer (CEO)/2010 City of Arlington, TX Deputy City Manager/2011 Parks & Recreation Director/2012 Florida Public Transportation Association Executive Director/2011 Early Learning Coalition of Broward County, Inc. Chief Executive Officer/2011 City of Gainesville, FL City Attorney/2012 Housing Authority of the City of Austin, TX President/CEO/2012

City of Dallas, TX Assistant Director of Transportation Operations/2012; Assistant Director of Water Utilities/2012; City Manager/2013 El Paso Water Utilities-Public Service Board, TX President/CEO/2012 City of Miami Beach, FL City Manager/2012 Louisiana Housing Corporation, LA Executive Director/2012 Children's Board of Hillsborough County Executive Director/2012 Alachua County, FL County Manager/2013 Housing Authority of the City of Brownsville, TX Chief Executive Officer/2013 Pasco County, FL County Manager/2013 Lee County, FL County Manager/2013; County Attorney/2013 Pinellas Suncaast Transit Authority (PSTA), FL Chief Financial Officer/2013 City of Tallahassee, FL Consolidated Dispatch Intergovernmental Agency Director, Human Resources Manager, Fire Chief, and Director of Airport/2013 Orange County, FL Chief of Corrections Hillsborough County, FL Head Start Division Director/2013 City of Quincy, FL Finance Director/2013 Fort Worth Housing Authority, TX President/CEO/2013 Wake County, NC County Manager/2013 Metropolitan Washington Airports Authority Vice President for Public Safety/2013 Scott Emergency Communications Center (Scott County, Iowa) Emergency Services Dispatch Director/2013 City of Virginia Beach, VA Deputy City Manager/2014; Assistant Human Services Director/2014 City of Coconut Creek, FL City Attorney/2014 City of North Port, FL City Attorney/2014

REFERENCES

Clients and candidates provide the best testament of our ability to conduct quality searches. Listed below are a few clients for whom S. Renée Narloch & Associates' recruiters have conducted searches. The average tenure of placements is approximately five years.

CLIENT:

San Antonio Housing Authority, TX

REFERENCE:

Ms. Paulette Owens-Holmes, Former Human Resources Director

818 S. Flores Street, San Antonio, TX 78204

(210) 477-6537; Paulette_Owens-Holmes@saha.org

POSITION:

Chief Operating Officer and Several Other Positions

CLIENT:

City of Coconut Creek, FL

REFERENCE:

Ms. Mary Blasi, City Manager

4800 W Copans Road, Coconut Creek, FL 33063

(954) 973-6720; MBlasi@coconutcreek.net

POSITION:

City Attorney

CLIENT:

Wake County (Raleigh), NC

REFERENCE:

Ms. Angela Crawford, Human Resources Director

336 Fayetteville Street, Suite 300, Raleigh, NC 27602

(919) 856-6104; Angela.Crawford@wakegov.com

POSITION:

County Manager

CLIENT:

Sumter County, FL

REFERENCE:

Ms. Kitty Fields, Human Resources Manager 7375 Powell Road, Wildwood, FL 34785

(352) 689-4423; kitty.fields@sumtercountyfl.gov

POSITION:

Public Works Director; Assistant Public Works Director; Development

Services Director; Fire Chief

COST PROPOSAL

PROFESSIONAL FEE AND EXPENSES

The professional fee for conducting this recruitment on behalf of Palm Beach County is \$14,500, plus actual expenses. Services covered by the fee consist of all steps outlined in this proposal, including two (2) days of meetings on site. Expenses are estimated to not exceed \$7,500 and include items such as the cost of consultant travel, clerical support, placement of ads, newspaper searches, education verification, as well as credit, criminal, and civil checks. In addition, postage, photocopying, and telephone charges are included and will be allocated. Expenses related to the use of audio/video conferencing equipment for interviews, and candidates' travel for interviews, are the responsibility of Palm Beach County.

CANDIDATE TRAVEL

With respect to candidate travel for interviews, we typically ask candidates to make their travel arrangements and advise them the County will reimburse them directly for reasonable airfare, hotel, and auto expenses, if allowed. We advise candidates what is standard and customary in the industry, as well as the County's expectations and parameters regarding travel. Our experience has been that candidates use discretion and stay within reasonable limits both in pricing and scheduling.

ADDITIONAL RELATED SERVICES

Should the County require services outside of those described in our proposal, services will be based on the hourly rates listed below.

Hourly Rates

S. Renée Narloch, President Rachel Hanselman, Senior Consultant \$200/hour

\$125/hour

Danielle Pervinich, Senior Consultant

\$125/hour

GUARANTEE

We guarantee that, should the selected candidate be terminated for cause within the first year of employment, we will conduct the search again at no cost (with the exception of expenses) to the County. We are confident in our ability to recruit outstanding candidates and do not expect the County to find it necessary to exercise this provision.

SCHEDULE

We are available to begin the search for the County Administrator immediately, and our current workload is such that we can ensure the County will receive our full attention throughout the entire recruitment process. We will be prepared to make our recommendation regarding finalists within 75 to 90 days from the start of the search. A standard recruitment can typically be completed in less than 16 weeks and follows an approach and schedule similar to the one below:

WEEK	TASK:
1	Conduct meeting with the County staff and others involved in the process
2	Develop recruitment brochure and advertisements
3	County reviews recruitment brochure and advertisements
4	Recruitment brochure printed and advertisements placed
5	Active recruitment of candidates begins
9	Closing date
10	Screen resumes
11-12	Recruiter interviews top candidates
12-13	Public records search
14	Review recommendations with the County staff and others involved in the process
15	Candidates interview with the County, follow-up interviews, and consultant reference/background checks
16	Candidate selected

APPENDIX A PRICE PROPOSAL PAGES RFP NO. 14-063/DP Page 1 of 1

The following price is submitted as the all inclusive price to provide the County Administration with County Administrator Executive Search Services in accordance with the Requirements/Scope of Work/Services set forth in this RFP document.

TOTAL PROPOSED PRICE: \$ 22,000 ----

The Proposer certifies by signature below the following:

- a. This price/ing is current, accurate complete, and is presented as the Total Price/ing, including "out-of-pocket" expenses (if any), for the performance of this Contract in accordance with the Requirements/Scope of Work/Services of this RFP.
- b. This Proposal is current, accurate, complete, and is presented to the County for the performance of this Contract in accordance with all the requirements as stated in this RFP.
- c. This Proposal is submitted without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, services, and supplies and is, in all respects, fair and without collusion or fraud.
- d. The financial stability to fully perform the terms and conditions as specified herein. The County reserves the right to request financial information from the proposer at any time during the solicitation process and in any form deemed necessary by the County.

IMPORTANT: FAILURE TO SUBMIT THESE PAGES, INCLUDING ALL REQUIRED INFORMATION AND SIGNATURES, WILL BE CAUSE FOR "IMMEDIATE REJECTION" OF THE ENTIRE PROPOSAL RESPONSE.

NAME (PRINT): 3. KGNEE NARLOCH
TITLE: DRESIDENT
COMPANY: S. RENEE NARLOCH & ASSOCIATES
ADDRESS: 2910 KERRY FOREST PKW D4-242
CITY/STATE/ZIP: TAUAHASSEE, FL 32309
TELEPHONE NO 2 850 -391 - 2000
SIGNATURE: Pheetralock

APPENDIX B BUSINESS INFORMATION RFP NO. 14-063/DP

Full Legal Name of Entity: NP&S MANAGEMENT, INC DBA S RENEE (Exactly as it is to appear on the Contract/Agreement) NARLOCH & ASSOCIATES
(Exactly as It is to appear on the Contract/Agreement) NARLOCH & ASSOCIATES
Entity Address: 2910 KERRY FOREST DRWY D4-242
TALLAHASSEE, FZ 32309
Telephone Number: (856) 391-0000 Fax Number: (850) 391-0002
Form of Entity [A Corporation [] Limited Liability Company [] Partnership, General [] Partnership, Limited [] Joint Venture [] Sole Proprietorship [46-5105865 Federal I.D. Number:
(1) If Proposer is a subsidiary, state name of parent company.
Caution: All information provided herein must be as to Proposer (subsidiary) and not as to parent company.
(2) Is Entity registered to do business in the State of Florida? Yes M No [] If yes to the above, as of what date?
If not presently registered with the Division of Corporations to do business in the State of Florida as either a Florida or foreign corporation, Proposer acknowledges, by signing below, that if it is the Awardee it will register with the State of Florida prior to the effective date of the contract with Palm Beach County. SIGNATURE:
NAME (PRINT): 5 RENER NARLOCH
TITLE: VICE PRESIDENT
COMPANY: NPES MANAGEMENT INC DEA S RENEE NARLOCH
DBA S RENEE NARLOCH
4 ASSOCIATES

APPENDIX C SBE SCHEDULES 1, 2, 3(A), & 4 RFP NO. 14-063/DP

SCHEDULE 1

LIST OF PROPOSED SBE-M/WBE PRIME	AND/OR SUBCONTRAC	TOR PARTICIPATION
CO ADMINI SEARCH STRINGS		14-063/00

/N FORCES.	(Check one or both	TIT WILL MO		SBES LISTED TO		NTAGE OF WOF SBES PERFORM	
Zame, Address and Phone Number	<u>M/WBE</u> Minority Business	SBE Small Business	Black	DOLLAR AMOU	NT OR PERCENT Women	Caucasian	Other (Please Specify)
None							
						<u>:</u>	

Note:

- 1. The amount listed on this form for a subcontractor must be supported by price or percentage listed on the signed Schedule 2 or signed proposal in order to be counted toward goal attainment.
- 2. Firms may be certified by Palm Beach County as an SBE and/or and M/WBE. If firms are certified as both an SBE and M/WBE, please indicate the dollar amount or percentage under the appropriate category.
- 3. M/WBE information is being collected for tracking purposes only.

Revised 9/7/2011

OSBA SCHEDULE 2 LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE SUBCONTRACTOR

This document must be completed by the SBE-M/WBE Subcontractor and submitted with bid packet. Specify in detail, the particular work items to be performed and the dollar amount and/or percentage for each work item. SBE credit will only be given for items which the SBE-M/WBE Subcontractor are SBE certified to perform. Failure to properly complete Schedule 2 may result in your SBE participation not being counted.

PROJECT 1	NUMBER: 14	-063/DP	PROJEÇT NAM	ME: Co. Admin 2	Ezec Sea	el Series	
TO: 3	. Renée	naclos	hi Assoc	ciates		-	
		(Name	of Prime Bidder)				
The undersi	igned is certifie	d by Palm Bead	h County as a - (che	eck one or more, as applic	able):		
Small Busin	ness Enterprise		Minority Busines	ss Enterprise			
Black	_Hispanic	Women	Caucasian	Other (Please Specify) _			
Date of Pal	m Beach Count	y Certification:			_		
Additional	Sheets May Be			wing described work	in connection	with the above project.	
Line Iten Lot No.		escription		Qty/Units	Unit Price	Total Price/ Percentage	
	h.						
	1 CON						
	······································						
at the follow	wing price or pe	rcentage	·				
			(Subcontractor's q	uote)			
and will ent	ter into a forma	l agreement for	work with you cone	ditioned upon your execut	ion of a contract v	with Palm Beach County.	
If undersig name of th	ned intends to at subcontract	sub-subcontra or and the am	act any portion of tount below.	this job to a certified SB	E or a non-SBE s	subcontractor, please list the	
Price or Pe	rcentage						
				(Name of Subco	ontractor)		
subcontract	or affirms that	it has the resor	e SBE's listed to en arces necessary to p cept as noted above	erform the work listed w	he work with its of ithout subcontract	own forces. The undersigned ting to a non-certified SBE or	
The unders providing q	igned subcontruotations to oth	actor understar er bidders,	nds that the provisi	on of this form to Prime	Bidder does no	t prevent Subcontractor from	
				(Print name of SBE-M	//WBE Subcontra	ctor)	
				•		•	
				By:(Signs	ature)		
				(Print name/title of person of SBE-M/WBE Subcor		ehalf	
Revised 10	/11/2011			Date:		·	

APPENDIX D DRUG-FREE WORKPLACE CERTIFICATION RFP NO. 14-063/DP

IDENTICAL TIE PROPOSALS - In accordance with Section 287.087, F.S., a preference will be given to vendors submitting with their proposals the following certification that they have implemented a drug-free workplace program which meets the requirements of Section 287.087; provided, however, that any preference given pursuant to Section 287.087, shall be made in conformity with the requirements of the Palm Beach County Code, Chapter 2, Article III, Sections 2-80.21 through 2-80.34. In the event tie proposals are received from vendors who have not submitted with their proposals a completed Drug-Free Workplace Certification form, the award will be made in accordance with Palm Beach County's purchasing procedures pertaining to tie proposals.

This Drug-Free Workplace Certification form must be executed and returned with the attached proposal, and received on or before time of proposal opening to be considered. The failure to execute and/or return this certification shall not cause any proposal to be deemed non-responsive.

Whenever two (2) or more proposals which are equal with respect to price, quality, and service are received by Palm Beach County for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a (1) controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free (2) 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 number (1).
- (4) In the statement specified in number (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 893, Florida Statutes, 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.
- Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if (5) such is available in the employee's community, by any employee who is so convicted.
- Make a good faith effort to continue to maintain a drug-free workplace through implementation Section 287.087, Florida (6)Statutes. 3 RENER NARLOCH

THIS CERTIFICATION is submitted by

PRESIDENT	(Individual's Name) S. RENEE' NARLOCH.	FASSOCIATES
(Title/Position with Company/Vendor)	(Name of Company/Vendor)	
who does hereby certify that said Company/\ the requirements of Section 287.087, Florida	Statutes which are identified in numbers	rkplace program which meets (1) through (6) above.
	Signature	Date

APPENDIX E DISCLOSURE OF OWNERSHIP INTERESTS RFP NO. 14-063/DP

PALM BEACH COUNTY CHIEF OFFICER, OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

TO:

STATE OF FLORIDA COUNTY OF PALM BEACH
SEFORE ME, the undersigned authority, this day personally appeared harmony, hereinafter referred to as "Affiant," who being by me first duly sworn, under
oath, deposes and states as follows:
1. Affiant appears herein as: [] an individual or [X] the PRESIDENT of DBA SRENEE NARLOCH ASSOCIATES [Nontring as sole proprietor provides to the state of th
[position—e.g., sole proprietor, president, partner, etc.] [name & type of entity—e.g., ABC Corp., XYZ Ltd. Partnership, etc.]. The Affiant or the entity the Affiant represents herein seeks to do business with Palm Beach County through its Board of County Commissioners.
2. Affiant's address is: 2910 KERRY FOREST DKWY # 04-242 TAWAHASSEE TO 32309
3. Attached hereto as Exhibit "A" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater interest in the Affiant's corporation, partnership, or other principal. Disclosure does not apply to nonprofit corporations, government agencies, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.
4. Affiant acknowledges that this Affidavit is given to comply with Palm Beach County policy, and will be relied upon by Palm Beach County and the Board of County Commissioners. Affiant further acknowledges that he or she is authorized to execute this document on behalf of the entity identified in paragraph one, if any.
5. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.
6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct and complete.
FURTHER AFFIANT SAYETH NAUGHT. S. LEWER NARLOCH, Affiant (Print Affiant Name)
The foregoing instrument was acknowledged before me this and day of July, 2014, by S. Renee Marlock. [] who is personally known to me or [] who has produced as identification and who did take an oath.
(Print Notary Name (Print Notary Name State of Florida at I Bunded Thru Motary Public Underwifers My Commission Expires: April 26, 2018 Bunded Thru Motary Public Underwifers

EXHIBIT "A"

DISCLOSURE OF OWNERSHIP INTERESTS IN AFFIANT

Affiant must identify all entities and individuals owning five percent (5%) or more ownership interest in Affiant's corporation, partnership or other principal, if any. Affiant must identify individual owners. For example, if Affiant's principal is wholly or partially owned by another entity, such as a corporation, Affiant must identify the other entity, its address, and the individual owners of the other entity. Disclosure does not apply to any nonprofit corporation, government agency, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

Name	Address
5 LENEE NARLOCH	2910 KERRY FOREST DRWY D4-242
	TALAHASSEE, GO 31309
·	
·	