

**AGREEMENT FOR
PROFESSIONAL SERVICES FOR
EXECUTIVE NATIONWIDE SEARCH FOR A
COUNTY ADMINISTRATOR**

NASSAU COUNTY, FLORIDA

THIS AGREEMENT entered into this 22nd day of March, 2004, by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as "County", and **COLIN BAENZIGER & ASSOCIATES**, hereinafter referred to as the "Consultant", whose address is 12970 Dartford Trail, Suite 8, Wellington, FL 33414.

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 nationwide search for a County Administrator, and to perform and complete the work specifically set forth in the Scope of Work attached hereto as Exhibit "A".

ARTICLE 2 - SCHEDULE

The Consultant shall complete the search within ninety (90) days of the joint execution of this Agreement for three (3) semi-finalists.

Copies of the job description and salary range are available at the office of the Nassau County Human

Resources Department, by contracting Chili Pope at 213 Nassau Place, Yulee, Florida 32097, 904-321-5908.

ARTICLE 3 - PAYMENTS TO CONSULTANT

A. The County shall pay to the consultant, for services satisfactorily performed, the fixed fee in the amount of \$17,500.00, including all expenses and costs. Services will be billed as rendered with payment due forty-five (45) days from the date the invoice is received by the County pursuant to Florida Statutes, Section 218.74. Final payment will be due when the County selects the County Administrator and his/her contract is executed with the County

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

The signing of this Contract by the consultant shall act as the execution of a truth-in-negotiation certificate certifying that the amount used to determine the compensation provided for in this Contract is accurate, complete, and current as of the date of the Contract.

ARTICLE 5 - TERMINATION

This Agreement may be terminated by the County, with or without cause, immediately upon 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 and, except as otherwise directed by the County, the Consultant shall:

- A. Stop work on the date to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other material related to the terminated work to the County.

ARTICLE 6 - 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 hereunder 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.

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

ARTICLE 7 - INSURANCE

A. The Consultant shall not commence work under this Agreement until it has obtained all insurance required under this Paragraph, and such insurance has been approved by the County.

B. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Consultant shall furnish Certificates of Insurance to the County prior to the commencement of operations. The Certificates shall clearly indicate that the Consultant has obtained insurance of the type, amount, and classification as required for strict compliance with this Paragraph, and that no material change or cancellation of the insurance shall be effective without thirty (30) days' prior written notice to the County. Compliance with the foregoing requirements shall not relieve the consultant of its liability and obligations under this Contract.

C. The Consultant shall maintain, during the term of this Contract, standard Professional Liability Insurance in the Amount of \$1,000,000.00 per occurrence.

D. The Consultant shall maintain, during the term of this Contract, adequate Workers' Compensation Insurance and Employers' Liability Insurance in at least such amounts as

are required by law for all of its employees pursuant to Florida Statutes, Section 440.02.

ARTICLE 8 - INDEMNIFICATION

The Consultant shall indemnify and hold harmless the County, and its Officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Consultant and/or any persons employed or utilized by the Consultant in the performance of the Contract.

ARTICLE 9 - SUCCESSORS AND ASSIGNS

The County and the Consultant each binds itself and its partners, successors, executors, administrators, and assigns to the other party, in respect to all covenants of this Contract. Except as set forth herein, neither the County nor the consultant shall assign, sublet, convey, or transfer its interest in this Contract without the 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, which may be party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Consultant.

ARTICLE 10 - 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 of services required hereunder. The Consultant further represents that no person having any interest shall be employed for said performance.

The Consultant shall promptly notify the County in writing by certified mail of any 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, whether such association, interest, or circumstance constitutes 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 his/her 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 11 - TIME

Time is of the essence.

ARTICLE 12 - FINANCIALS

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 13 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The Consultant shall deliver to the County 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.

The Consultant shall comply with the provisions of Florida Statutes, Chapter 119 (Public Records Law).

ARTICLE 14 - INDEPENDENT CONTRACTOR 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 15 - CONTINGENT FEES

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 16 - ACCESS AND AUDITS

The Consultant shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the Work for at least three (3) years after completion of this Contract. The County and the Clerk shall have access to such books, records, and documents as required in this Section for the purpose of inspection or audit during normal business hours, at the County's or the Clerk's cost, upon five (5) days' written notice.

ARTICLE 17 - NONDISCRIMINATION

The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age, or national origin.

ARTICLE 18 - 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. This Contract shall be in effect for _____ from the day of acceptance by the County. None of the provisions, terms, and conditions contained in this Contract may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 19 -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.

ARTICLE 20 - SEVERABILITY

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

ARTICLE 21 - ENUMERATION OF CONTRACT DOCUMENTS

The Contract Documents, except for modifications issued after the execution of this Contract, are enumerated herein.

ARTICLE 22 - FLORIDA LAW

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Contract shall be held in Nassau County.

ARTICLE 23 - DISPUTES

Any dispute arising under this Contract shall be addressed by the representatives of the County and the Consultant as set forth herein. Disputes shall be set forth in writing and provided by overnight mail, UPS, FedEx, or certified mail, with a response provided in the same manner prior to any meetings of representatives. The initial meeting shall be with the County Representative and any additional representative(s) he/she deems necessary and the Consultant's representative(s). If the dispute is not settled at that level, the Board of County Commissioners shall be notified in writing by the County Representative, and the Board of County Commissioners shall designate representatives to meet with the Consultant's representative(s). Said meeting shall occur within sixty (60) days of the Board of County Commissioners' designating its representatives. Claims disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof, if not disposed of by agreement as set forth herein, shall be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County from the Supreme Court approved list of mediators in the Fourth Judicial Circuit and the Cost of mediation shall be borne by the Consultant.

If either party initiates a Court proceeding, and the Court orders, or the parties agree to, mediation, the cost of mediation shall be borne by the Consultant. Consultant shall not stop work during the pendency of mediation or dispute resolution.

ARTICLE 24 - NOTICE

All notices required in this Contract shall be sent via certified mail, return receipt requested, and, if sent to the County shall be mailed to:

J. M. "Chip" Oxley, Jr.
Post Office Box 456
Fernandina Beach, FL 32035-0456

For invoices:

J. M. "Chip" Oxley, Jr.
Post Office Box 4000
Fernandina Beach, FL 32035-4000

And, if sent to the Consultant, shall be mailed to:

Mr. Colin Baenziger
Colin Baenziger & Associates
12970 Dartford Trail, Suite 8
Wellington, FL 33414

ARTICLE 25 - WARRANTY

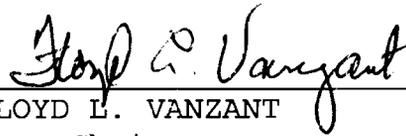
The Consultant warrants that it will not approach the selected candidate to consider any other position as long as the individual is employed by the County as its County Administrator. The Consultant further warrants that, should the County Administrator leave the County for any

reason other than an act of God within the first year, the Consultant will repeat the search at no charge to the County. Should the County Administrator leave during the second year for any reason other than an act of God, the Consultant will repeat the search for expenses to the Consultant only and no fee to the County. Should the County not be satisfied with any of the candidates presented, the Consultant shall repeat the search until the County is satisfied at no additional cost to the County.

ARTICLE 26 - HEADINGS

The heading preceding the several Articles and Sections hereof are solely for convenience of referenced and shall not constitute a part of this Contract or affect its meaning, construction, or effect.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



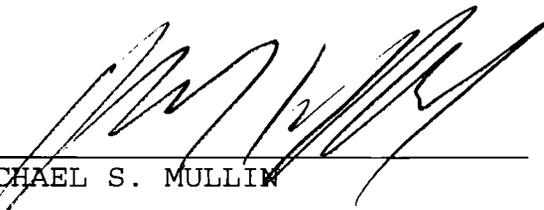
FLOYD L. VANZANT
Its: Chairman

ATTEST:



J. M. "CHIP" OXLEY, JR.
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney



MICHAEL S. MULLIN

CONSULTANT:
COLIN BAENZIGER & ASSOCIATES



COLIN BAENZIGER

Its: owner

h/anne/agreements/baenziger-search-agmt

EXHIBIT "A"

SCOPE OF WORK

The Consultant shall:

1. Develop search criteria that will identify the kind of individual who would function well in Nassau County, Florida.

2. Prepare promotional materials and advertisements nationwide for candidates who meet those qualifications, as well as referring candidates from the Consultant's internal bank of candidates.

3. Conduct a search that produces a large pool of applicants who meet the minimum qualifications.

4. Together with the Board of County Commissioners, Consultant shall reduce the pool of applicants to a list of three (3) screened semi-finalists within ninety (90) days of the joint execution of this Agreement on whom the Consultant has done extensive reference and background checks.

5. As a result of this process, the Consultant shall present portfolios for each of the three (3) finalists.

6. The Consultant shall assist in establishing the on-site interviews between the Board of County Commissioners and the finalists to determine the candidate.

7. The Consultant shall assist in the final selection process.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YY) 3-18-2004

PRODUCER
 Florida Insurance Agency
 115 Royal Palm Beach Blvd.
 Royal Palm Beach, FL 33411

INSURED
 Colin Baenziger & Associates
 12970 Dartford Trail, #8
 Wellington, FL 33414

INSURER A: Mount Vernon Fire
 INSURER B:
 INSURER C:
 INSURER D:
 INSURER E:

INSURERS AFFORDING COVERAGE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR	CX2000265A	11-19-03	11-19-04	EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$1,000,000 PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ EA ACC \$ OTHER THAN AUTO ONLY: \$ AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> RETENTION \$				
A	Professional Liability OTHER	CX2000265A	11-19-03	11-10-94	\$1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER: Nassau County
 191 Nassau Place
 Yulee, FL 32097

Attn: Michael Mullin

ADDITIONAL INSURED: INSURER LETTER:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE: *Michael Mullin*