

Agreement For Services

THIS AGREEMENT FOR SERVICES (“Agreement”) is made and entered into this ____ day of _____, 2018, by and between Strategic Government Resources, whose address is P.O. Box 1642, Keller Texas 76244 (hereinafter referred to as “Vendor”) and the TOWN OF ERIE, COLORADO, a Colorado municipal corporation, whose address is 645 Holbrook Street, P.O. Box 750, Erie, Colorado 80516 (hereinafter referred to as “Town” or “Erie”).

W I T N E S S E T H

WHEREAS, the Town desires to engage the Vendor to render the services described in this Agreement and the Vendor is qualified and willing to perform such services in accordance with, and subject to the provisions of this Agreement; and,

WHEREAS, legal authority exists to engage the Vendor and sufficient funds have been budgeted and are available for the work to be performed by the Vendor under this Agreement, and other necessary approvals have been obtained.

NOW, THEREFORE, in consideration of the mutual promises, covenants and obligations of the parties hereto, the terms, covenants and conditions hereof, and intending to be legally bound, the Town and the Vendor agree as follows:

1. The Project. The Vendor’s services are engaged under this Agreement for the following project: Town Administrator Recruitment (“Project”).
2. Vendor’s Services. The Vendor shall, during the term of this Agreement, provide the services to the Town as set forth in Exhibit “A,” attached hereto and incorporated herein by this reference (the “Services”). The Vendor shall perform the Services competently, efficiently, and in accordance with the highest standards of its profession. The Vendor shall perform the Services meeting all industry safety standards.
3. Additional Services. The Town may request the Vendor to perform additional work or phases of the Project in addition to the Services. The Vendor agrees to perform the additional work or phases of the Project if the Town so requests, either pursuant to an amendment to this Agreement or a new agreement in which the Town and the Vendor shall define the scope of, and additional payment for, the additional work.
4. Pricing. Pricing, including discounts, set forth in the proposal shall remain in effect during the term of the Agreement.
5. Warranties. The Vendor warrants that all services supplied under the Agreement shall conform with applicable drawings, specifications, samples, and/or other descriptions given to the Town, and that they shall be free from defects. Without limitation of any rights which the Town may have by reason of any breach of warranty, services which are not as warranted may be rejected at the Vendor’s sole expense within a reasonable time after performance, either for credit or reperformance as the Town may direct.
6. Compensation. In consideration for the performance of the Services, the Town shall pay to the Vendor in accordance with the payment schedule, as set forth in Exhibit “B,” attached hereto and incorporated herein by this reference.

7. Inspection and Acceptance. The Town shall inspect the serviced area within a reasonable time after services have been performed by the Vendor. The Town shall not be deemed to have accepted the performance until it has inspected the serviced area and has found the area acceptable in its sole discretion and has indicated its acceptance in writing.

8. Commencement and Completion of Services. The Vendor understands and agrees that time is an essential requirement of this Agreement. The term of this Agreement shall commence on the date of this agreement and shall end on December 31, 2018. The Services shall be completed as soon as good practice and due diligence will permit.

9. Termination.

A. This Agreement may be terminated by either party upon Ten (10) days prior written notice to the other party in the event of a substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party.

B. This Agreement may be terminated by the Town in its sole discretion upon Ten (10) days prior written notice to the Vendor.

C. In the event of termination as provided for in this paragraph, the Town shall pay the Vendor in full for Services performed to the date of notice of termination plus any Services the Town deems necessary during the notice period. Said compensation shall be paid upon the Vendor's delivering or otherwise making available to the Town all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the Vendor in performing the Services included in this Agreement, whether completed or in progress.

10. Insurance.

10.1 Vendor shall procure and maintain, and shall cause any subcontractor of Vendor to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the Town. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by Vendor pursuant to paragraph 17 of this Agreement. In case of any claims made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

A. Workmen's Compensation Insurance and Employer's Liability Insurance to cover obligations imposed by applicable laws for any employee of Vendor or a subcontractor engaged in the performance of work under this Agreement. In the event Vendor is a sole proprietor with no employees, the Workman's Compensation Insurance required herein may be waived.

B. General liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000) each occurrence and One Million Dollars (\$1,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employees' acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision.

C. Comprehensive Automobile Liability insurance within single limits for bodily injury and property damage of not less than One Million Dollars (\$1,000,000) each occurrence and One Million Dollars (\$1,000,000) aggregate with respect to each of Vendor's owned, hired or non-owned vehicles assigned to or used in the performance of this Agreement. The policy shall contain a severability of interests provision.

The policies required by subparagraphs B and C, above shall be endorsed to include the Town and the Town's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the Town, its officers, or its employees, or carried by or provided through any insurance pool of the Town, shall be excess and not contributory insurance to that provided by the Vendor. The Vendor shall be solely responsible for any deductible losses under any policy require above.

A certificate of insurance shall be completed by the Vendor's insurance agent and provided to the Town as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the Town prior to commencement of the Agreement. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled until at least thirty (30) days prior written notice has been given to the Town. Vendor shall notify the Town within ten (10) days if the coverages afforded under the policies are materially changed. The completed Certificate of Insurance shall be sent to:

Town Clerk
Town of Erie
PO Box 750
Erie, CO 80516

Notwithstanding any other portion of this Agreement, failure on the part of Vendor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of this Agreement for which the Town may immediately terminate this Agreement, or, at its discretion, the Town may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all money so paid by the Town shall be repaid by the Vendor to the Town upon demand, or the Town may offset the cost of the premiums against any money due to the Vendor from the Town.

The parties hereto understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S., as from time to time amended, or any other law, protection or limitation otherwise available to the Town, its officers, or its employees.

11. Payment of Subcontractors. Vendor shall agreement with and pay any and all subcontractor used by Vendor in the performance of the Services. The Town shall in no event have any liability to any subcontractor, and Vendor shall hold the Town harmless with respect to any payments alleged to be due to Vendor's subcontractor.

12. Compliance with Applicable Laws. In connection with the execution of this Agreement, the Vendor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or disability. Such actions shall include, but not be limited to the following: employment; upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Vendor shall comply with the Americans with Disabilities Act (Public Law 101-336), and all applicable regulations and rules promulgated by the Equal Employment Opportunity Commission and the Colorado Civil Rights Commission. At all times during the performance of the Agreement, Vendor shall strictly adhere to all applicable federal, state and Town laws that have been or may hereafter be established. This shall include, without limitation, the United States Department of Labor standards. As used in this paragraph, and hereafter, the term “laws” shall include, without limitation, all federal, state and Town codes, charters, ordinances, laws, standards, rules and regulations. The indemnification and termination provisions of this Agreement shall apply with respect to Vendor’s failure to comply with all applicable laws or regulations.
- 12A. No Discrimination in Employment. In connection with the performance of work under this Agreement, VENDOR agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified on the basis of race, color, ancestry, creed, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability and further agrees to insert the foregoing provision in all subcontracts hereunder.
13. Prohibited Interest.
- A. The Vendor agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its Services hereunder. The Vendor further agrees that in the performance of the Agreement, no person having any such interest shall be employed.
- B. No official or employee of the Town shall have any interest, direct or indirect, in the Vendor, this Agreement or the proceeds therefrom.
14. Independent Vendor. The Vendor shall perform all Services as an independent Vendor, and nothing in this Agreement is intended to or shall create a relationship of employer-employee, joint venturers, or partners, between the parties. The Vendor shall be solely responsible for all federal and state income taxes attributable to the monies payable to the Vendor for the Services.
15. Obligation of Non-Disclosure. The Vendor agrees to keep confidential any and all drawings, reports, documents, memoranda, research, plans, analysis, maps, photographs, designs, information and work product either provided by the Town or generated by the Vendor pursuant to this Agreement, or provided to the Vendor by other Vendors. Vendor shall make use of the information or items set forth hereinabove for any purpose, including public hearings of the Town, as expressly directed by the Town, for the Town’s benefit. Vendor shall not use the information or items set forth hereinabove for its own account, or another’s account, or in any manner detrimental to the Town. The Town acknowledges the need to share said information and items referred to hereinabove with the Vendor’s subcontractors under this Agreement, and hereby approves such sharing and use.

16. Release of Liability. Acceptance by the Vendor of the last payment shall be a release to the Town and every officer and agent thereof from all claims and liability hereunder for anything done or furnished for or relating to the Agreement and the services provided thereunder or for any act or neglect of the Town or of any person relating to the Agreement and the services provided thereunder.
17. No Waiver of Rights. Neither the inspection by the Town or any of its officials, employees, or agents, nor any order by the Town for payment of money, or any payment for, or acceptance of, the whole or any part of the services by the Town, nor any extension of time, nor any possession taken by the Town or its employees, shall operate as a waiver of any provision of the Agreement, or of any power reserved to the Town therein, or any right to damages provided therein, nor shall any waiver of any breach in the Agreement be held to be a waiver of any other or subsequent breach.
18. Professional Liability. The Vendor shall exercise in its performance of the Services hereunder the standard of care required by Colorado law. The Vendor shall be liable to the Town for any loss, damages, or costs incurred by the Town for the repair, replacement or correction of any part of the Project which is deficient or defective as a result of any failure of the Vendor to comply with this standard.
19. Communications. All communications relating to the day-to-day Services shall be exchanged between the respective Project representatives of the Town and the Vendor who will be designated by the parties promptly upon commencement of the Services.
20. Indemnification. Vendor agrees to indemnify and save harmless the Town against any and all claims, debts, demands, damages or obligations which may be asserted against the Town arising by reason of, or in connection with, any alleged act or omission of Vendor or any person claiming under, by or through Vendor, at Vendor's own expense using those attorneys that the Town deems appropriate. If, however, it becomes necessary for the Town to defend any action arising by reason of, or in connection with, any alleged act or omission of Vendor or any person claiming under, by or through Vendor seeking to impose liability for such claim or demand, Vendor shall pay all court costs, witness fees, expert witness fees, and attorney's fees, incurred by the Town in effecting such defense in addition to any other sums which the Town may be called upon to pay by reason of the entry of any judgment, assessment, bond, writ or levy against the Town in the litigation in which such claims are asserted. Vendor shall be subrogated to any and all amounts paid by it on behalf of the Town to any claims that the Town may have as a result of said payments to any person or third persons which are the reason or cause of said payments.
21. Patent Guarantee. The Vendor shall, with respect to any device or composition of the Vendor's design or standard manufacture, indemnify and hold harmless the Town, its employees, officers and agents, from costs and damage as finally determined by any court of competent jurisdiction for infringement of any United States Letters Patent, by reason of the sale of normal use of such device or composition, provided that the Vendor is promptly notified of all such actual or potential infringement suits and is given an opportunity to participate in the defense thereof by the Town.
22. No Assignment. Vendor's duties and obligations pursuant to this Agreement require a particular expertise and skill, and may not be assigned to any third party or agency without the express written consent of the Town, which consent may be withheld at the

order to verify that it does not employ any illegal aliens, the Vendor will participate in the E-Verify Program created in Public Law 104-208, as amended, and expanded in Public Law 108-156, as amended, administered by the United States Department of Homeland Security and the Social Security Administration.

B. Vendor agrees that it shall not knowingly employ or contract with an illegal alien to perform work under this Agreement; and that it shall not enter into a contract with a subcontractor that fails to certify to the Vendor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract.

C. Vendor has verified through participation in the E-Verify Program that the Vendor does not employ any illegal aliens.

D. Vendor shall not use the E-Verify Program procedures to undertake preemployment screening of job applicants while work under this Agreement is being performed.

E. If Vendor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Vendor shall: (1) notify the subcontractor and the Town within three days that the Vendor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (2) terminate the subcontract with the subcontractor if, within three days of receiving the notice required herein, the subcontractor does not stop employing or contracting with the illegal alien; except that the Vendor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

F. The Vendor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. section 8-17.5-101(5).

G. If Vendor violates a provision of this Illegal Alien section, the Town may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Vendor shall be liable for actual and consequential damages to the Town. Vendor understands that, in the event of such a termination, Town is required to notify the office of the Colorado Secretary of State.

26. Attorney's Fees; Interest. In any action brought to enforce the provision(s) of this Agreement, the prevailing party shall be entitled to an award of all reasonable attorney's fees and costs, including expert witness' fees, expended or incurred, to be recovered as part of the costs therein. Any fees and expenses not paid to Vendor by the Town when due shall earn interest at the rate of twelve percent (12%) per annum.
27. Waiver. Failure to insist upon strict compliance with any of the terms, covenants, and/or conditions hereof shall not be deemed a waiver of such terms, covenants or conditions, nor shall any waiver or relinquishment of any right or power hereunder at any one time or more times be deemed a waiver or relinquishment of such right or power at any other time or times.

28. Amendments to Agreement. No changes, alterations or modifications to any of the provisions hereof shall be effective unless contained in a written agreement signed by both parties.
29. Entire Agreement. This Agreement shall constitute the entire agreement between the parties hereto and shall supersede all prior contracts, proposals, representations, negotiations and letters of intent, whether written or oral, pertaining to the Services.
30. Situs, Venue and Severability. The laws of the State of Colorado shall govern the interpretation, validity, performance and enforcement of this Agreement. For the resolution of any dispute arising hereunder, venue shall be in the Courts of the County of Weld, State of Colorado. If any provision of this Agreement shall be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby.
31. Paragraph Headings. Paragraph headings are inserted for convenience only and in no way limit or define the interpretation to be placed upon this Agreement.
32. Binding Agreement. This Agreement shall be binding upon and for the benefit of the parties hereto, their successors and assigns.
33. Renewal Amendment. The Town may require continued performance for a period of one year of any services and terms specified in the contract. The Town may exercise the option by written notice to the Vendor deposited in the mail before the end of the performance period of the contract using a form substantially equivalent to the Town's option to Exercise Renewal Amendment. The Town shall give the Vendor thirty (30) days' preliminary written notice of its intent to execute the amendment. Preliminary notice does not commit the Town to an extension. If the Town exercises this option, the extended contract shall be considered to include this option provision. The total duration of this contract, including the exercise of any options under this clause, shall not exceed three (3) years. Financial obligations of the Town payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. In the event funds for that purpose are not appropriated, budgeted, or otherwise made available, then, in that event, there shall be no extension of this Agreement/Contract, and this Agreement/Contract shall immediately terminate as of the end of the current year.
34. Price Increases. Prices shall remain firm through December 31, 2017. The Vendor may seek a price increase, not to exceed 2% of the then current price, in any succeeding period, by submitting detailed written justification to the Town's representative as designated in the "Notices" section of this contract. This increase shall be negotiated with the Vendor provided the Town executes the Renewal Option. In the event the negotiations do not result in any agreement between both parties, this contract may be canceled and may be rebid with no penalty to the Town.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first-above written.

TOWN:

TOWN OF ERIE,
a Colorado municipal corporation

By: _____
Jennifer Carroll, Mayor

ATTEST:

By: _____
Jessica Koenig, Deputy Town Clerk

VENDOR:

By: Chuck Sparks
Chuck Sparks, COO
Strategic Government Resources

EXHIBIT "A"
Vendor Services

Services are as outlined in the attached proposal submitted on June 19, 2018.

PROJECT COST

All-Inclusive Maximum Price

Professional Services Fee:	\$ 18,500
Expenses Not-to-Exceed:	\$ 9,500
All-Inclusive, Not-to-Exceed Maximum Price:	\$ 28,000*

Expenses Not-to Exceed

SGR does not bill the client for any expenses except for those explicitly detailed herein. Items included in the Expenses Not-to-Exceed include:

- Professional production of a high quality brochure. This brochure (typically 4 pages) is produced by SGR's graphic designer for a flat fee of \$1,500.
- Ad placement in appropriate professional publications, including trade journals and websites, and related advertising to announce the position. This is billed at actual cost, with no markup for overhead. (However, the costs of ad placements in newspapers are not part of the not-to-exceed ad placement costs.)
- Printing of documents and materials. Reproduction costs for reports and briefing books presented to the client at 26 cents per copy, plus the cost of binders/binding. Flash drives are billed at \$10 each.
- Online interviews. There is a cost of \$200 for each recorded online interview. SGR recommends conducting online interviews at the semifinalist stage (up to 12 semifinalists).
- Psychometric Assessments. There is a cost of \$150 per candidate for the DiSC Management Profile (up to 6 finalists).
- Comprehensive Media Reports – Stage 2. There is a cost of \$500 per candidate. SGR recommends conducting Stage 2 media searches on the finalist candidates (up to 6 finalists).
- Comprehensive Background Investigation Reports. There is a cost of \$300 per candidate for comprehensive background screening reports prepared by our licensed private investigations provider. SGR recommends conducting comprehensive background investigations on the finalist candidates (up to 6 finalists).
- Travel for the Executive Recruiter (incurred for the benefit of the client). Meals are billed at a per diem rate of \$10 for breakfast, \$15 for lunch, and \$25 for dinner. Mileage will be reimbursed at the current IRS rate. All other travel-related expenses are billed back at actual cost, with no markup for overhead.
- Up to four (4) visits/trips by the Recruiter to the Organization. Any additional visits/trips by the Recruiter to the Organization will be billed over and above the not-to-exceed maximum price.

***Supplemental Services**

The supplemental services listed below are not included in the maximum price above. These supplemental services include:

- Candidate Travel. Candidates are typically reimbursed directly by the client for travel expenses. If the client prefers a different arrangement for candidate travel, SGR will be glad to accommodate the client's wishes.
- Stakeholder Survey. SGR will conduct a Stakeholder Survey for \$1,000. SGR provides recommended survey questions and sets up an online survey. Stakeholders are directed to a web page or invited to take the survey by email. Written summary of results is provided to the organization.
- Post-Hire Team Building Analysis. A half-day onsite workshop is \$4,000, plus travel expenses, and \$150 per person for I-OPT reports.
- Site Visits to Communities of Finalist Candidates. If desired, the Executive Recruiter will travel to the communities of the finalist candidates to conduct onsite visits. Site visits will be charged at a day rate of \$1,000 per day, plus travel expenses.
- In the unexpected event the client shall request that unusual out of pocket expenses be incurred, said expenses will be reimbursed at the actual cost with no mark up for overhead.
- If the client desires any supplemental services not mentioned in this section, an estimate of the cost and hours to be committed will be provided at that time, and no work shall be done without approval. Supplemental services will be billed out at \$250 per hour.

Billing

Professional fees for the recruitment are billed in three equal installments during the course of the recruitment. The initial installment is billed after the Organizational Inquiry and Analysis is completed and the position profile has been created. The second installment is billed when semifinalists are selected. The final installment is billed at the conclusion of the recruitment. Expense (reimbursable) items and supplemental services will be billed with each of the three installments, as appropriate.

Service Guarantee

SGR guarantees that you will be satisfied with the results of the recruitment process, or we will repeat the entire process at no additional professional fee until you find a candidate that you desire. Additionally, if you select a candidate (that SGR has fully vetted) who resigns or is released within 18 months of their hire date, SGR will repeat the process at no additional professional fee to the client. If the Organization circumvents SGR's recruitment process and selects a candidate who did not participate in the full recruitment process, the service guarantee is null and void. We also guarantee that we will not directly solicit a candidate we bring to you for another job.



Date: June 19, 2018

**Agreement for Executive Recruitment Services
for Town Administrator Position**

between

Strategic Government Resources, Inc. ("SGR")

and

Tow of Erie, Colorado ("Organization")

Scope of Services. SGR shall provide all services for recruitment as described in the formal proposal submitted and described in abbreviated form as follows:

- Develop a position profile and recruitment brochure for the position.
- Place ads in appropriate professional publications, as approved.
- Social media and email marketing of position.
- Identify high-probability prospects and follow up with those prospects.
- Receive, track, and maintain all inquiries and applications.
- Conduct a "triage" level review of all resumes and conduct initial phone/email conversations with candidates.
- Develop written questionnaire customized to the position, distribute questionnaires to semifinalist candidates, and evaluate responses.
- Conduct pre-recorded online interviews with up to 12 semifinalist candidates.
- Conduct Stage 1 Media Searches on up to 12 semifinalist candidates.
- Provide periodic updates regarding the progress of the search, as frequently as desired.
- Assist Organization in developing a short list of up to 6 finalist candidates recommended for interviews, and present a verbal briefing on relevant issues related to each.
- Assist in preparation of recommended interview questions and of the interview process.
- Conduct comprehensive Stage 2 Media Searches on up to 6 finalist candidates.
- Conduct psychometric assessments on up to 6 finalist candidates.
- Conduct full character checks with standard references, as well as non-provided reference checks.
- Conduct comprehensive background investigation on up to 6 finalist candidates consisting of criminal, sex offender, civil, and credit check conducted by an outside investigative entity on a contract basis.

The Organization shall:

- Provide photos/graphics and information necessary to develop position profile brochure.
- Provide reproduction of hard copy brochure production, if desired.
- Provide any direct mailings desired by the Organization.
- Provide legal opinions to SGR regarding when and if any information must be released in accordance with Public Information requests.
- Reimburse finalists for travel-related expenses to interview.

SGR shall be compensated by the Organization as detailed below:

- Pricing
 - Professional Services = \$18,500
 - Expenses Not-to-Exceed = \$9,500
 - **Not-to-Exceed Maximum Price = \$28,000*** *(Plus any optional services as described below, if desired.)*
- Expense Items *(included in not-to-exceed price above)* - SGR considers incidentals to be covered by the professional services fee, and we do not bill the Organization for any expenses except for those explicitly detailed herein. The expense items included in the not-to-exceed amount are as follows.
 - Professional production of a high-quality brochure. This brochure (typically four pages) is produced by SGR's graphic designer for a flat fee of \$1,500.
 - Ad placement in appropriate professional publications, including trade journals and websites, to announce the position is billed at actual cost. Newspaper ads are not included in the not-to-exceed expenses.
 - Printing of documents and materials are billed at 26 cents per page per copy, plus binders/binding. Shipping/mailing documents (to one location) is included in the not-to-exceed expenses above. Shipping is billed at actual cost. Flash drives are billed at \$10 each.
 - Online Interviews. There is a cost of \$200 for each recorded online interview (up to 12 semifinalist candidates included in not-to-exceed expenses above).
 - Psychometric Assessments. There is a cost of \$150 per candidate for each psychometric analysis instrument (up to 6 finalist candidates included in not-to-exceed expenses above).
 - Comprehensive Media Reports – Stage 2. There is a cost of \$500 per candidate (up to 6 finalist candidates included in not-to-exceed expenses above).
 - Comprehensive Background Investigation Reports. There is a cost of \$300 per candidate for our comprehensive background screening reports prepared by our licensed private investigations provider (up to 6 finalist candidates included in not-to-exceed expenses above).
 - Travel and related costs for the Recruiter are incurred for the benefit of the Organization. Meals are billed back at a per diem rate of \$10 for breakfast, \$15 for

lunch, and \$25 for dinner. Mileage will be reimbursed at the current IRS rate. All other travel-related expenses are billed back at actual cost, with no markup for overhead.

- Up to four (4) visits/trips by the Recruiter to the Organization. Any additional visits/trips by the Recruiter will be billed over and above the not-to-exceed maximum price.
- **Billing**
 - Professional fees for the search are billed in three equal installments during the course of the search. The initial installment is billed after the Organizational Inquiry and Analysis is completed. The second installment is billed when semifinalists are selected. The final installment is billed at the conclusion of the search. Expense (reimbursable) items and supplemental services will be billed with each of the three installments, as appropriate.

Organization Contact for Invoicing:

Name: _____

Position: _____

Email: _____

Phone: _____

- **Optional/Supplemental Services (not included in not-to-exceed maximum price above)**
 - Candidate Travel. Candidates are typically reimbursed directly by the Organization for travel expenses. If the Organization prefers a different arrangement for candidate travel, SGR will be glad to accommodate the Organization's wishes.
 - Stakeholder Survey. SGR will conduct a Stakeholder Survey for \$1,000. SGR provides recommended survey questions and sets up an online survey. Stakeholders are directed to a web page or invited to take the survey by email. Written summary of results is provided to the organization.
 - Site Visits to Communities of Finalist Candidates will be charged at a day rate of \$1,000 per day, plus travel expenses.
 - In the unexpected event the Organization shall request that unusual out of pocket expenses be incurred, said expenses will be reimbursed at the actual cost with no mark-up for overhead.
 - If the Organization desires any supplemental services not mentioned in this section, an estimate of the cost and hours to be committed will be provided at that time, and no work shall be done without approval. Supplemental services will be billed out at \$250 per hour.

Terms and Conditions:

- SGR guarantees that the Organization will be satisfied with the results of the recruitment process, or SGR will repeat the entire process at no additional professional fee until the Organization selects a candidate. Additionally, if the Organization selects a candidate (that SGR has fully vetted through our recruitment process) who resigns or is released within 18 months of their hire date, SGR will repeat the process at no additional professional fee to the Organization. If the Organization circumvents SGR's recruitment process and selects a candidate that did not participate in the full recruitment process, this service guarantee is null and void.
- The Organization reserves the right to terminate this agreement at any time upon giving SGR seven days advanced written notice. In such event SGR will be compensated for all work satisfactorily completed up to and through the date of termination. In addition, SGR shall provide to the Organization all information obtained during the search process through the date of termination.
- The Organization acknowledges that the nature of executive recruitment is such that SGR engages in discussions with prospects throughout the process who may or may not ultimately become a candidate, and that SGR is utilizing its proprietary network of relationships to identify and engage prospective candidates, and that premature release of such proprietary information, including names of prospective candidates who SGR may be having conversations with as part of the recruitment process, may be damaging to the prospects and to SGR. Accordingly, the Organization acknowledges and, to the extent provided by law, agrees that all information related to this search is proprietary, and remains the property of and under the exclusive control of, SGR, regardless of whether such information has been shared with the Organization or not, including all decisions regarding release of information, until such time that a finalist is named. At the time finalists are determined, all information related to the finalists shall become the property of the Organization and all decisions regarding public disclosure shall be determined by the Organization, except that psychometric assessments, questionnaires, and any information produced by SGR is proprietary and shall not become the property of the Organization or subject to disclosure.

Approved and Agreed to, this the 12 day of JULY, 2018 by and between



Chuck Sparks, Chief Operating Officer
Strategic Government Resources

Town of Erie, Colorado

Printed Name: _____

Title: _____



Vendor must disclose any possible conflict of interest with the Town of Erie including, but not limited to, any relationship with any Town of Erie elected official or employee. Your response must disclose if a known relationship exists between any principal of your firm and any Town of Erie elected official or employee. If, to your knowledge, no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a contract as a result of your response. This form must be completed and returned in order for your proposal to be eligible for consideration.

NO KNOWN RELATIONSHIP EXISTS X

RELATIONSHIP EXISTS (Please explain relationship)

I CERTIFY THAT:

1. I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein are accurate and true as of the date; and
2. My organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

Chuck Sparks

Chief Operating Officer

Printed or Typed Name

Title

Chuck Sparks

Signature

EXHIBIT “B”
Payment for Services

The Town will pay for the services as per Tab 7 in Exhibit “A”:

Billing

Professional fees for the recruitment are billed in three equal installments during the course of the recruitment. The initial installment is billed after the Organizational Inquiry and Analysis is completed and the position profile has been created. The second installment is billed when semifinalists are selected. The final installment is billed at the conclusion of the recruitment. Expense (reimbursable) items and supplemental services will be billed with each of the three installments, as appropriate.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)

--

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf.

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

1. Designation of Premises (Part Leased to You):
2. Name of Person or Organization (Additional Insured):
3. Additional Premium:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 33 95 05 12

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However, if you have entered into a construction contract subject to Subchapter C of Chapter 151 of Subtitle C of Title 2 of the Texas Insurance Code with the additional insured shown in the Schedule, the insurance afforded to such person(s) or organization(s) only applies to the extent permitted by Subchapter C of Chapter 151 of Subtitle C of Title 2 of the Texas Insurance Code.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS (PRIMARY INSURANCE)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

However, if you have entered into a construction contract subject to Subchapter C of Chapter 151 of Subtitle C of Title 2 of the Texas Insurance Code with the additional insured, the insurance afforded to such person only applies to the extent permitted by Subchapter C of Chapter 151 of Subtitle C of Title 2 of the Texas Insurance Code.

The insurance provided by this endorsement is primary insurance and we will not seek contribution from any other insurance available to the person or organization shown in the Schedule unless the other insurance is provided by a person or organization other than you for the same operation and job location. Then we will share with that other insurance by the method described in paragraph 5.c. of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV).

Paragraph 2.e. of WHO IS AN INSURED (Section II) does not apply to the person or organization shown in the Schedule.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section **IV** – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

Acct#: 2326439

7/12/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC 5847 San Felipe, Suite 320 Houston, TX 77057	CONTACT NAME: 888-828-8365
	PHONE (A/C, No. Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____
INSURER(S) AFFORDING COVERAGE	
INSURER A : Indemnity Insurance Co. of North America	NAIC # 43575
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
 Insperity, Inc. L/C/F
 STRATEGIC GOVERNMENT RESOURCES, INC.
 19001 Crescent Springs Drive
 Kingwood, TX 77339

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: _____						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____						EACH OCCURRENCE \$ AGGREGATE \$ \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	X	C64659741	10/1/2017	10/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Notice of Material Change Endorsement Included
 Town Administrator Recruitment
 WAIVER OF SUBROGATION IN FAVOR OF Town of Erie, CO WHEN REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

TOWN OF ERIE, CO
 TOWN CLERK
 PO BOX 750
 ERIE, CO 80516

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Workers' Compensation and Employers' Liability Policy

Named Insured Insperity, INC. L/C/F STRATEGIC GOVERNMENT RESOURCES, INC. 19001 Crescent Springs Drive Kingwood, TX 77339	Endorsement Number
	Policy Number Symbol: RWC Number: C64659741
Policy Period 10/1/2017 TO 10/1/2018	Effective Date of Endorsement 10/1/2017
Issued By (Name of Insurance Company) Indemnity Insurance Co. of North America	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule, where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule. The premium for this endorsement is shown in the Schedule.

Schedule

1. Specific Waiver

Name of person or organization:

Town of Erie, CO
PO Box 750

Erie, CO 80516

Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

Town Administrator Recruitment

3. Premium:

The premium charge for this endorsement shall be INCLUDED percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: INCLUDED



Authorized Representative

