



THE FLORIDA POLICE CHIEFS STARS PROGRAM

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**FLORIDA POLICE CHIEFS EDUCATION AND RESEARCH FOUNDATION AND
THE CITY OF NORTH PORT, FLORIDA**

PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT is made as of the date of execution by and between the City North Port, Florida (“MUNICIPALITY”) and the Florida Police Chiefs Education and Research Foundation (“Contractor”).

WITNESSED:

WHEREAS, the MUNICIPALITY is a local governmental entity that is responsible for several services including providing police services.

WHEREAS, the MUNICIPALITY is in need of a qualified, experienced Police Chief to serve the MUNICIPALITY; and

WHEREAS, Contractor administers the Florida Police Chiefs STARS Program and may employ and/or contract with qualified and duly licensed and/or certified personnel with expertise and experience in providing consulting and screening services; and

WHEREAS, MUNICIPALITY desires to engage Contractor to provide such services for MUNICIPALITY and Contractor is willing to provide such services for MUNICIPALITY.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein set forth, the parties agree as follows:

1. ENGAGEMENT; RESPONSIBILITIES OF CONTRACTOR

- A. SERVICES: MUNICIPALITY hereby engages Contractor to provide services for MUNICIPALITY as requested by MUNICIPALITY, and Contractor hereby accepts such engagement and agrees to provide said services in accordance with the terms of this Agreement. Said services are described in Exhibit A attached hereto, which exhibit is hereby incorporated by reference into, and made a part of, this Agreement. Contractor shall provide said services through employees and/or independent subcontractors who are qualified and appropriately licensed and/or certified to perform all functions assigned to them by Contractor in connection with the provision of services by Contractor hereunder.



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B. MANNER OF PERFORMANCE OF CONTRACTOR'S SERVICES

Subject to the provisions of Exhibit A:

- (i) Contractor and its staff members shall perform all services under this Agreement in the manner and means it or he/she chooses, in its sole and absolute discretion and judgment. Contractor and staff shall not be required to comply with MUNICIPALITY's directions or instructions concerning when, where or how to perform services under this Agreement, but shall have full and absolute discretion in such matters.
- (ii) Neither contractor nor any staff member shall be required to perform services in any order or sequence specified by MUNICIPALITY.
- (iii) Neither contractor nor any staff member shall be required to attend meetings or participate in training conducted by MUNICIPALITY as to specific methods or procedures.
- (iv) Neither contractor nor staff member shall be required to work specified hours, but shall have full and absolute discretion with respect thereto.
- (v) The Contractor and staff shall be responsible for payment of Contractor and staff expenses relating to the performance of duties hereunder, including expenses or travel and similar items.

C. DOCUMENTATION: Contractor shall submit to MUNICIPALITY, on a monthly basis, appropriate documentation of services provided hereunder. Such documentation shall contain the information required by the MUNICIPALITY in the form requested by MUNICIPALITY.

2. REPRESENTATIVES AND WARRANTIES

Contractor represents and warrants to MUNICIPALITY, upon execution and throughout the term of this Agreement, as follows:

- A. Contractor is not bound by any agreement or arrangement which would preclude it from entering into, or from fully performing the services required under, this Agreement;
- B. Contractor shall perform the services required hereunder in accordance with all applicable federal, state, and local laws, rules, and regulations;
- C. Contractor has, and shall maintain throughout the term of this Agreement, all appropriate federal and state licenses and certifications which are required in order for Contractor to perform the services required of Contractor under this Agreement.



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- D. Each member of the Contractor staff has, and shall maintain throughout the term of this Agreement, all appropriate federal and state licenses and certifications which are required in order for said staff to perform the functions, assigned to him or her by Contractor in connection with the provision of services under this Agreement; and
- E. All Contractor staff shall comply with all applicable terms of this Agreement.

3. INDEPENDENT CONTRACTOR

In performing the services herein specified, Contractor is acting as an independent contractor, and neither Contractor nor any staff member shall be or be considered an employee of MUNICIPALITY. Neither Contractor nor any Contractor staff member shall be under the control of MUNICIPALITY as to the manner by which results are accomplished, but only as to the results of Contractor's work. It is agreed and acknowledged by the parties that, as an independent contractor, Contractor retains the right to contract with and provide consulting and screening services to entities and individuals other than MUNICIPALITY, and nothing in this Agreement shall be interpreted as limiting or restricting in any way Contractor's right to do so. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto, and nothing herein contained shall be construed to authorize either party to act as agent for the other. Contractor shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes and benefits with respect to all Contractor staff.

4. TERM

The initial term of this Agreement shall be for the period of time necessary to complete the process as outlined in Exhibit A, but not to exceed 180 days ("Initial Term"), unless sooner terminated as provided herein. Upon the conclusion of the Initial Term, this Agreement may be renewed for one additional term ("Renewal Term"), but only upon mutual written agreement of the parties.

5. COMPENSATION

For the services rendered pursuant to this Agreement, Contractor shall be paid \$17,500 plus travel expenses, as and for its sole compensation hereunder.

6. BILLING

Upon completion of each task identified in Exhibit A and the receipt of an invoice, MUNICIPALITY agrees to pay the Contractor in accordance with the Local Government Prompt Payment Act, Florida Statutes Sections 218.70, *et seq.* At the time of the final payment, MUNICIPALITY shall also reimburse Contractor's properly documented travel expenses up to \$1000.00 as outlined in Exhibit A. Should the Agreement be terminated by either Party for any reason, Contractor is entitled to full payment for each completed stage of the process as set



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forth in Exhibit A, and shall be entitled to the reasonable value of services performed prior to termination during any unfinished stage of the process.

7. CONFIDENTIALITY

Contractor recognizes and acknowledges that, by virtue of entering into this Agreement and providing services hereunder, Contractor and staff may have access to certain confidential information. Contractor agrees that neither it nor any Contractor staff will at any time, either during or subsequent to the term of this Agreement, disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by MUNICIPALITY in writing, any confidential information, and Contractor and all Contractor staff shall comply with all federal and State laws and regulations, and all MUNICIPALITY rules, regulations, and policies regarding the confidentiality of such information.

8. TERMINATION

- A. TERMINATION WITHOUT CAUSE. Either party may terminate this Agreement without cause by giving the other party at least thirty (30) days prior written notice. The City Manager is authorized to make such termination on behalf of the City. Except as otherwise directed, Contractor shall stop work on the date of receipt of any notice of termination.
- B. TERMINATION FOR BREACH. Either party may terminate this Agreement upon breach by the other party of any material provision of this Agreement, provided such breach continues for fifteen (15) days after receipt by the breaching party of written notice of such breach from the non-breaching party.
- C. IMMEDIATE TERMINATION BY MUNICIPALITY. MUNICIPALITY may terminate this Agreement immediately by written notice to Contractor (such termination to be effective upon Contractor's receipt of such notice) upon the occurrence of any of the following events:
 - (i) the denial, suspension, revocation, termination, restricting, relinquishment, or lapse of any license or certification required to be held by Contractor, or of any Contractor staff member's professional license or certification, in the State of Florida, or
 - (ii) conduct by Contractor or any Contractor staff member which affects the quality of services provided to MUNICIPALITY or the performance of duties required hereunder and which would, in MUNICIPALITY's sole judgment, be prejudicial to the best interests and welfare of MUNICIPALITY or its members.
- D. EFFECT OF TERMINATION. As of the effective date of termination of this Agreement, neither



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party shall have any further rights or obligations hereunder except for rights and obligations accruing prior to such effective date of termination, or arising as a result of any breach of this Agreement.

9. RELEASE; INDEMNIFICATION

The MUNICIPALITY agrees that it does hereby release Contractor, including Contractor's Independent Contractors, agents, employees and members who may participate in the executive search and any other aspect of the engagement, from, and waive any claims, which it may have or which may arise against Contractor in any fashion as regards the services to be performed by Contractor under this Agreement. Nothing contained herein is intended to excuse performance under the terms of this Agreement or serves to limit the MUNICIPALITY's ability to seek specific performance under this Agreement. MUNICIPALITY further agrees to indemnify and hold Contractor harmless from and against any and all claims, injuries, damages, suits and causes of action of any nature whatsoever taken by any and all third parties, including, but not limited to, its officers, employees, Independent Contractors agents, and applicants, against Contractor which may arise out of Contractor services under this agreement, including, but limited to, claims of defamation, interference with contractual relations, unfair labor practices and alleged violations of federal and state statutory and constitutional law. Notwithstanding any other provision of this Agreement, MUNICIPALITY's contractual obligation to indemnify Contractor in tort is limited to an amount not to exceed \$200,000 per person and \$300,000 per occurrence, or such other amount as may be provided for in Chapter 768, Florida Statutes, relating to the limited waiver of sovereign immunity, as same may be amended from time to time.

9. ENTIRE AGREEMENT; MODIFICATION

This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement.

10. GOVERNING LAW; VENUE

This Agreement shall be construed in accordance with the laws of the State of Florida. The exclusive venue for any legal or judicial proceedings in connection with the enforcement or interpretation of this Agreement shall be in Sarasota County, Florida.

11. PUBLIC RECORDS LAW

In accordance with Florida Statutes Section 119.0701, Contractor shall comply with all public records laws, and shall specifically:

- A. Keep and maintain public records required by MUNICIPALITY to perform the service.



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- (i) The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies. (See <http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/>).
 - (ii) "Public records" means and includes those items specified in Florida Statutes Section 119.011(12), as amended from time to time, and currently defined as: All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with MUNICIPALITY. Contractor's records under this Agreement include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, e-mails and all other documentation generated during this Agreement.
- B. Upon request from MUNICIPALITY's custodian of public records, provide MUNICIPALITY, at no cost, with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law. All records kept electronically must be provided to MUNICIPALITY, upon request from MUNICIPALITY's custodian of public records, in a format that is compatible with the information technology systems of MUNICIPALITY.
- C. Ensure that project records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, if the Contractor does not transfer the records to MUNICIPALITY following completion of the contract, for the time period specified in General Records Schedule GS1-SL for State and Local Government Agencies.
- D. Upon completion of the contract, transfer, at no cost, to MUNICIPALITY all public records in Contractor's possession or keep and maintain public records required by MUNICIPALITY to perform the service. If Contractor transfers all public records to MUNICIPALITY upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon the completion of this Agreement, Contractor shall meet all applicable requirements for retaining public records.
- E. **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CUSTODIAN OF**



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PUBLIC RECORDS, 4970 CITY HALL BOULEVARD, NORTH PORT, FLORIDA 34286, 941-429-7063 OR HOTLINE 941-429-7270; E-MAIL: padkins@cityofnorthport.com.

12. ASSIGNMENT

No party may assign this Agreement without the express written consent of the other party.

13. COUNTERPARTS

This Agreement may be executed in one or more counterparts, all of which together shall constitute only one Agreement.

14. NOTICES

All notices hereunder by either party to the other shall be in writing, delivered personally, by certified, by email, or registered mail, return receipt requested, or by Federal Express or Express Mail, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

MUNICIPALITY:

City of North Port
Peter D. Lear, City Manager
City Hall, Third Floor
4970 City Hall Boulevard
North Port, FL 34286

Copy to: City of North Port
Amber L. Slayton, City Attorney
City Hall, Third Floor
4970 City Hall Boulevard
North Port, FL 34286

Contractor: Amy Mercer
Executive Director
Florida Police Chiefs Education and Research Foundation
P.O. Box 14038
Tallahassee, FL 32317



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Phone: 850-219-3631

Copy to: Mr. Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Attorney for Florida Police Chiefs
Education and Research Foundation
215 S. Monroe Street, Suite 702
Tallahassee, FL 32301
(850) 222-6550

15. WAIVER

A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure to perform any provision of this Agreement.

16. CAPTIONS

The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

17. NON-DISCRIMINATION POLICY

MUNICIPALITY does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities or services.

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IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Agreement on this 25th day of September, 2017.

CITY OF NORTH PORT, FLORIDA

Peter D. Lear, CPA, CGMA
City Manager

Date _____

Attest:

Patsy C. Adkins, MMC
City Clerk

Date _____

Approved as to Form and Correctness:

Amber L. Slayton
City Attorney

Date _____

FLORIDA POLICE CHIEFS EDUCATION AND RESEARCH FOUNDATION

Corey Muen
Authorized Signature

Date 9/25/17

Kendra J. Oates
Witness Signature

Date 9/25/17

Kendra Oates
Type or Print Name of Witness

Date 9/25/17



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EXHIBIT A

Tasks	Cost
In coordination with City officials, create job/candidate profile, job analysis, job advertisement and outreach.	\$2,500
Resumé receipt and review. Provide a recommendation of approximately 20 candidates to move forward in the process.	\$5,500
Develop a written questionnaire that will be forwarded to candidates selected to move forward in the process. Questionnaire receipt and review with a recommendation of approximately 5-7 candidates to move forward in the process.	\$3,500
For the final candidates and in coordination with City Officials, organize on site interviews and assessments that may include a community meet and greet, scenario- based exercises, interview questions and interview panels.	\$6,000
Travel expenses	Up to \$1,000 with receipts
Mentor, train and provide various resources and support services to the new Police Chief.	No Cost
Total	\$17,500 (plus travel expenses)

Cost: In Exhibit A of this contract is the proposed fees associated with providing these services to the municipality. The fees outlined above are inclusive of all developmental and administrative costs, but exclusive of travel expenses.

If additional services are requested that are not outlined in Exhibit A, the municipality would incur and be billed additional fees. The additional services would not be provided without prior written approval from the City Manager.