

PROPOSAL FOR EXECUTIVE RECRUITMENT SERVICES

**City Attorney
City of North Port, Florida**

August 29, 2024

This proposal is valid for 60 days.



Strategic Government Resources
P.O. Box 1642, Keller, Texas 76244
Office: 817-337-8581

JJ Peters, President of Executive Recruitment
JJPeters@GovernmentResource.com



August 29, 2024

Hon. Mayor Alice White & City Commission
City of North Port, Florida

Dear Mayor White & Commissioners,

Per the discussion between City Manager Fletcher and Executive Vice President Doug Thomas earlier this week, SGR is pleased to submit this proposal to assist the City of North Port in your recruitment for a new City Attorney. At SGR, we take pride in our unique ability to provide personalized and comprehensive recruitment services to meet your specific needs.

We would like to highlight some key aspects that set SGR apart from other recruitment firms and enable us to reach the most extensive and diverse pool of applicants available:

- SGR is a recognized thought leader in local government management and is actively engaged in local government operations, issues, and best management practices.
- SGR has conducted executive recruitments for over 450 local government clients in 37 states, and we value the long-term relationships we have developed with many of our clients who continue to partner with us on future recruitment needs.
- We have a broad community of over 18,000 followers on LinkedIn, one platform we utilize to connect with a wide range of active and passive candidates across the nation.
- Our Servant Leadership e-newsletter, with a subscriber base of over 40,000 in all 50 states, announces all SGR recruitments, further extending our reach. Your position will also be posted on SGR's website and our Job Board.
- In addition, SGR sends targeted emails to our opt-in Job Alert subscriber database.
- Executive Vice President Doug Thomas, your recruiter for this search, is very familiar with North Port as a result of coordinating searches for City Manager and numerous Assistant City Attorneys. Doug has also facilitated multiple governance, I-OPT, and Strategic Visioning workshops over the last several years.

We are happy to provide references upon request. We are enthusiastic about the prospect of conducting this recruitment for the City of North Port, and we are available to schedule a meeting at your convenience to discuss further.

Respectfully submitted,

Jeri J. Peters, President of Executive Recruitment
JJPeters@GovernmentResource.com

TABLE OF CONTENTS

- 1 About SGR**
- 2 Unique Qualifications**
- 3 DEI in Recruitments**
- 4 Project Personnel**
- 5 Approach and Methodology**
- 6 Typical Timeline**
- 7 Fee Proposal**
- 8 Terms and Conditions**
- 9 Placement Guarantee**
- 10 SGR City Attorney Recruitments**
- 11 Sample Position Profile Brochure**
- 12 Sample Contract: Full Service Recruitment**

About SGR

Strategic Government Resources, Inc. (SGR) exists to help local governments become more successful by recruiting, assessing, and developing innovative, collaborative, and authentic leaders. SGR was incorporated in Texas in 2002 with the mission to facilitate innovative leadership in local government. SGR is fully owned by former City Manager Ron Holifield, who spent two high-profile decades in city management and served as a City Manager in several cities.

SGR's business model is truly unique. Although we are a private company, SGR operates like a local government association. Most of SGR's principals are former local government officials, allowing SGR to bring a perspective and depth of local government expertise to every project that no other firm can match.

SGR's Core Values are Customer Service, Integrity, Philanthropy, Continuous Improvement, Agility, Collaboration, Protecting Relationships, and the Golden Rule.

SGR is a full-service firm, specializing in providing solutions for local governments in the areas of recruitment and retention, leadership development and training, innovation and future readiness, and everything in between.

With 28 full-time employees, 1 part-time employee, 27 recruiters, 17 facilitators, and multiple consultants who function as subject matter experts on a variety of projects, SGR offers comprehensive expertise.

The company operates as a fully remote organization, with team members located in Texas, Arizona, California, Colorado, Florida, Georgia, Maine, Missouri, Montana, New York, North Carolina, Ohio, Oklahoma, Oregon, and South Carolina.

View all SGR team members and their bios at: <https://sgr.pub/MeetTeamSGR>.

SGR's Unique Qualifications

Extensive Network of Prospects

SGR is intent on being a leader in executive recruitment and firmly believes in the importance of proactively building a workforce that reflects the diversity of the communities we serve. We leverage an extensive and diverse network to reach potential applicants.

- Your position will be announced in SGR's Servant Leadership e-newsletter, which reaches over 40,000 subscribers across all 50 states.
- We will send targeted emails to opt-in subscribers of SGR's Job Alerts.
- Your position will appear on SGR's Website, <https://sgr.pub/SGRWebsite>, which attracts approximately 20,000 visitors per month.
- Your position will be posted on SGR's Job Board, <https://sgr.pub/SGRJobBoard>, which typically has over 2,000 job listings at any given time and receives approximately 16,000 unique visitors per month.
- SGR implements a comprehensive social media marketing campaign that includes custom-made graphics and distribution on SGR's LinkedIn page.
- We frequently collaborate with various local government associations, including the League of Women in Government, Alliance for Innovation, and the National Forum for Black Public Administrators.
- Approximately 65% of semifinalists selected by our clients learn about open recruitments through our website, servant leadership e-newsletter, job board, job alert emails, social media, or personal contact.

Collective Local Government Experience

Our recruiters have decades of experience in local government, as well as regional and national networks of relationships. Our executive recruiters leverage the professional networks of all SGR recruiters when recruiting for a position, enabling outreach to a wide and diverse array of prospective applicants. SGR team members are active on a national basis in local government organizations and professional associations. Many SGR team members frequently speak and/or write on issues of interest to local government executives. SGR can navigate relevant networks as both peers and insiders.

Listening to Your Unique Needs

SGR devotes significant time to actively listening to your organization and helping you define and articulate your needs. We work diligently to conduct a comprehensive recruitment process tailored specifically to your organization. SGR dedicates a prodigious amount of energy to understanding your organization's unique culture, environment, and local issues to ensure an alignment in terms of values, philosophy, and management style perspectives.

While we have established systems for achieving success, we are a “boutique” firm capable of adapting to meet a client's specific needs and providing insights on the pros and cons of their preferred approach.

Trust of Candidates

SGR has a track record of providing remarkable confidentiality and wise counsel to candidates and next-generation leaders, earning their trust. As a result, we can bring exceptional prospects to the applicant pool. Candidates trust SGR to assess the situation accurately, communicate honestly, and maintain their confidentiality to the greatest extent possible.

Accessibility and Communication

Your executive recruiter will keep you informed of the search status and will be readily accessible throughout the recruitment process. Candidates and clients can reach the recruiter at any time via cell phone or email. Additionally, the recruiter maintains communication with active applicants, ensuring they are well-informed about the community and the opportunity.

Comprehensive Evaluation and Vetting of Candidates

SGR offers a comprehensive screening process designed to ensure a thorough understanding of candidate backgrounds and to minimize surprises. Our vetting process for a full-service recruitment includes the following key components:

- Prescreening questions and technical review of resumes
- Cross-communication among our recruiters regarding candidates who have been involved in previous searches, providing greater insight into their background and skills.
- Written questionnaires to gain insights beyond what is available through a resume.
- Recorded one-way semifinalist interviews.
- All-inclusive media reports that far surpass automated Google/LexisNexis searches, tailored to each candidate based on their previous places of residence and work.
- Thorough, automated, and anonymous reference checks that provide feedback on candidates from a well-rounded group of references.
- Background checks completed by a licensed private investigation firm.

Executive Recruitment Clients

SGR has partnered on executive recruitments with more than 450 local government clients in 37 states. We take great pride in the long-term relationships we have developed with many of our clients who continue to partner with us on future recruitment needs.

View a full list of our Executive Recruitment Clients at: <https://sgr.pub/ERClientList>.

DEI in Recruitments

SGR is deeply committed to equal employment opportunity and considers it an ethical imperative. We unequivocally reject any form of bias, expecting that candidates be assessed solely based on their ability to perform the job. Encouraging underrepresented demographic groups to apply is a vital aspect of our commitment. While we cannot guarantee the composition of semifinalist or finalist groups, SGR actively fosters relationships and contacts on a national scale to ensure meaningful participation of underrepresented groups. Our recruitment process is consistently evaluated and refined to incorporate a focus on equity and inclusion.

Statistics are a testament to our commitment to diversity and inclusion. In our 2023 placements, 31% of candidates were female and 23% indicated they were a person of color. Within SGR, our team of six executives includes three women and one person of color, and 79% of SGR's staff members are women. Our internal hiring practices are designed to attract diverse talent from various backgrounds and experiences. We understand the importance of words, ensuring our recruitment materials are inclusive and reflect an equity-focused perspective.

We also actively recommend advertising placements to attract a diverse applicant pool, leveraging partnerships with organizations such as the League of Women in Government, the Local Government Hispanic Network, and the National Forum of Black Public Administrators. Tracking candidate demographic data helps us proactively recruit traditionally underrepresented candidates for senior management positions in local government. We welcome feedback from our clients and candidates, using post-recruitment surveys to refine our processes and outcomes.

Project Personnel

Doug Thomas, Executive Vice President

DouglasThomas@GovernmentResource.com

Cell: 863-860-9314



Doug has close to 35 years of senior local government executive management experience. He joined Strategic Government Resources (SGR) in 2015 to serve as their first Regional Director to serve both Florida and the southeast, and subsequently as Executive Vice President. He assists clients nationwide in the areas of executive recruitment, governing body/senior staff governance and servant leadership training, strategic visioning, and priority-based budgeting, evaluation of the Chief Executive, and is a regular speaker at local government state and national conferences.

Prior to his work with SGR, Doug served as City Manager for the City of Lakeland, Florida for roughly 12 years. Lakeland is centrally located along the I-4 corridor between Tampa and Orlando with a resident population of over 100,000 and a service population of over 250,000. The City provides its residents a full array of municipal services, including a municipal-owned electric generation and distribution utility that is the 3rd largest in the state and among the top 25 nationwide. The organization has an annual budget of approximately \$600 million and employs roughly 2,500 personnel. The city is home to the Detroit Tigers during Major League Baseball's Spring Training; the Experimental Aircraft Association's Annual Sun 'n Fun Fly-in, recognized as America's second largest aviation event of its type; Florida Southern College, which features the world's largest one-site collection of buildings designed by the legendary architect, Frank Lloyd Wright; and the state's 12th university, Florida Polytechnic University, which opened in the fall of 2014.

Prior to Lakeland, Doug previously served as City Manager for the City of Alma, Michigan for close to 15 years. Prior to his service in Alma, he represented the City of Grand Haven, Michigan as Assistant City Manager, (1986-1989) and as Administrative Assistant to the City Manager (1984-1985). He also has held local government posts with the City of Rockville, Maryland, and the Town of Landover Hills, Maryland.

His academic credentials include attainment of a Master of Public Administration from the American University, Washington, D.C. in 1983 with a concentration in Urban Affairs, and a Bachelor of Arts in Political Science and History from Bowling Green State University, Ohio in 1981.

Approach and Methodology

A full-service recruitment typically entails the following steps:

- 1. Organization/Position Insight and Analysis**
 - Project Kickoff Meeting and Develop Anticipated Timeline
 - Stakeholder Interviews and Listening Sessions
 - Develop Recruitment Brochure
- 2. Recruitment Campaign and Outreach to Prospective Applicants**
 - Advertising and Marketing
 - Communication with Prospective Applicants
 - Communication with Active Applicants
- 3. Initial Screening and Review by Executive Recruiter**
- 4. Search Committee Briefing to Review Applicant Pool and Select Semifinalists**
- 5. Evaluation of Semifinalists**
 - Written Questionnaires
 - Recorded One-Way Semifinalist Interviews
 - Media Searches - Stage 1, as described below
- 6. Search Committee Briefing to Select Finalists**
- 7. Evaluation of Finalists**
 - Comprehensive Media Searches - Stage 2, as described below
 - Background Investigation Reports
 - DiSC Management Assessments (if desired, supplemental cost)
 - First Year Plan or Other Advanced Exercise
 - Press Release Announcing Finalists (if requested)
- 8. Interview Process**
 - Face-to-Face Interviews
 - Stakeholder Engagement (if desired)
 - Deliberations
 - Reference Checks (may occur earlier in process)
- 9. Negotiations and Hiring Process**
 - Determine Terms of an Employment Offer
 - Negotiate Terms and Conditions of Employment
 - Press Release Announcing New Hire (if requested)

Step 1: Organization/Position Insight and Analysis

Project Kickoff Meeting and Develop Anticipated Timeline

SGR will meet with the organization at the outset of the project to discuss the recruitment strategy and timeline. At this time, SGR will also request that the organization provide us with photos and information on the community, organization, and position to assist us in drafting the recruitment brochure.

Stakeholder Interviews and Listening Sessions

Stakeholder interviews and listening sessions are integral to SGR's approach. SGR devotes tremendous energy to understanding your organization's unique culture, environment, and goals to ensure you get the right match for your specific needs. Obtaining a deep understanding of your organizational needs is the crucial foundation for a successful executive recruitment. In collaboration with the organization, SGR will compile a list of internal and external stakeholders to meet with regarding the position. These interviews and listening sessions will identify potential issues that may affect the dynamics of the recruitment and contribute to a comprehensive understanding of the position, special considerations, and the political environment. This process fosters organizational buy-in and will assist us in creating the position profile.

Develop Recruitment Brochure

After the stakeholder meetings, SGR will develop a recruitment brochure, which will be reviewed and revised in partnership with your organization until we are in agreement that it accurately represents the sought-after leadership and management attributes.

To view sample recruitment brochures, please visit:

<https://sgr.pub/OpenRecruitments>

Step 2: Recruitment Campaign and Outreach to Prospective Applicants

Advertising and Marketing

The Executive Recruiter and the client work together to determine the best ways to advertise and recruit for the position. SGR's Servant Leadership e-newsletter, with a reach of over 40,000 subscribers in all 50 states, will announce your position. Additionally, we will send targeted emails to opt-in subscribers of SGR's Job Alerts, and your position will be posted on SGR's website and Job Board. SGR provides a comprehensive social media marketing campaign that includes custom-made graphics and distribution on SGR's LinkedIn page. Furthermore, we will provide a recommended list of ad placements to be approved by the client, targeting the most effective venues for reaching qualified candidates for that particular position.

Communication with Prospective Applicants

SGR maintains regular communication with interested prospects throughout the recruitment process. Outstanding candidates often conduct thorough research on the available position before submitting their resumes.

As a result, we receive a significant number of inquiries, and it is crucial for the executive search firm to be well-prepared to respond promptly, accurately, and comprehensively, while also offering a warm and personalized approach. This initial interaction is where prospective candidates form their first impression of the organization, and it is an area in which SGR excels.

Communication with Active Applicants

Handling the flow of resumes is an ongoing and significant process. On the front end, it involves tracking resumes and promptly acknowledging their receipt. It also involves timely and personalized responses to any questions or inquiries. SGR maintains frequent communication with applicants to ensure they remain enthusiastic and well-informed about the opportunity. Additionally, SGR communicates with active applicants, keeping them informed about the organization and community.

Step 3: Initial Screening and Review by Executive Recruiter

SGR uses a triage process to identify high-probability, medium-probability, and low-probability candidates. This triage ranking is focused on overall assessment based on interaction with the applicant, qualifications, any known issues concerning previous work experience, and evaluation of cultural fit with the organization.

In contrast with the triage process mentioned above, which focuses on subjective assessment of the resumes and how the candidates present themselves, we also evaluate each candidate to ensure that the minimum requirements of the position are met and determine which preferred requirements are satisfied. This sifting process examines how well candidates' applications align with the recruitment criteria outlined in the position profile.

Step 4: Search Committee Briefing to Review Applicant Pool and Select Semifinalists

At this briefing, SGR will conduct a comprehensive presentation to the Search Committee and facilitate the selection of semifinalists. The presentation will include summary information on the process to date, outreach efforts, the candidate pool demographics, and any identified trends or issues. Additionally, a briefing on each candidate and their credentials will be provided.

Step 5: Evaluation of Semifinalists

The review of resumes is a crucial step in the executive recruitment process. However, resumes may not fully reveal an individual's personal qualities and their ability to collaborate effectively with others. In some instances, resumes might also tend to exaggerate or inflate accomplishments and experience.

At SGR, we understand the significance of going beyond the surface level of a resume to ensure that candidates who progress in the recruitment process are truly qualified for the position and a suitable match for the organization. Our focus is to delve deeper and gain a comprehensive understanding of the person behind the resume, identifying the qualities that make them an outstanding prospect for your organization.

During the evaluation of semifinalist candidates, we take the initiative to follow up when necessary, seeking clarifications or additional information as needed. This approach ensures that we present you with the most qualified and suitable candidates for your unique requirements. At SGR, our ultimate goal is to match your organization with individuals who possess not only the necessary qualifications but also the qualities that align with your organizational culture and values.

Written Questionnaires

As part of our thorough evaluation process, SGR will request semifinalist candidates to complete a comprehensive written exercise. This exercise is designed to gain deeper insight into the candidates' thought processes and communication styles. Our written instrument is customized based on the priorities identified by the Search Committee. The completed written instrument, along with cover letters and resumes submitted by the candidates, will be included in the semifinalist briefing book.

Recorded One-Way Semifinalist Interviews

Recorded one-way interviews will be conducted for semifinalist candidates. This approach provides an efficient and cost-effective way to gain additional insights to aid in selecting finalists to invite for an onsite interview. The interviews allow the Search Committee to evaluate technological competence, demeanor, verbal communication skills, and on-camera presence. Additionally, virtual interviews provide an opportunity for the Search Committee to ask candidates questions on specific topics of special interest.

Media Searches - Stage 1

"Stage 1" of our media search process involves the use of the web-based interface Nexis Diligence™. This platform is an aggregated subscription-based platform that allows access to global news, business, legal, and regulatory content. These media reports at the semifinalist stage have proven helpful by uncovering issues that may not have been previously disclosed by prospective candidates. The recruiter will communicate any "red flags" or noteworthy media coverage to the Search Committee as part of the review of semifinalists with the Search Committee.

Step 6: Search Committee Briefing to Select Finalists

Prior to this briefing, SGR will provide the Search Committee with a briefing book on the semifinalist candidates via an electronic link. The briefing book includes cover letters, resumes, and completed questionnaires.

If applicable, a separate email with the link to view the recorded online interviews is sent to the Search Committee. The objective of this meeting is to narrow the list to finalists who will be invited to participate in onsite interviews.

Step 7: Evaluation of Finalists

Comprehensive Media Searches - Stage 2

“Stage 2” of our media search process includes the web-based interface Nexis Diligence™, supplemented by Google as an additional tool. By combining both resources, we offer an enhanced due diligence process to our clients, enabling efficient and thorough vetting of candidates and minimizing the risk of overlooking critical information. The Stage 2 media search consists of a more complex search, encompassing social media platforms, and has proven to be instrumental in identifying potential adverse news about the candidate that may not have been disclosed previously. The media search provides the Search Committee with an overview of the candidate’s press coverage throughout their career. View a sample media report at: <https://sgr.pub/SGRMediaReport>.

Background Investigation Reports

Through SGR’s partnership with a licensed private investigation firm, we are able to provide our clients with comprehensive background screening reports that include the detailed information listed below. View a sample background report at: <https://sgr.pub/SGRBackgroundReport>.

- Social security number trace
- Address history
- Driving record (MVR)
- Federal criminal search
- National criminal search
- Global homeland security search
- Sex offender registry search
- State criminal court search for states where candidate has lived in previous 10 years
- County wants and warrants for counties where candidate has lived or worked in previous 10 years
- County civil and criminal search for counties where candidate has lived or worked in previous 10 years
- Education verification
- Employment verification for previous 10 years (if requested)
- Military verification (if requested)
- Credit report (if requested)

DiSC Management Assessments (if desired, supplemental cost)

SGR utilizes the DiSC Management assessment tool, which is among the most validated and reliable personal assessment tools available. The DiSC Management assessment provides a comprehensive analysis and report on the candidate’s preferences in five crucial areas: management style, directing and delegating, motivation, development of others, and working with their own manager. View a sample report at: <https://sgr.pub/SGRDiSCReport>.

For assessments of more than two candidates, a DiSC Management Comparison Report is included, offering a side-by-side view of each candidate's preferred management style. View a sample comparison report at: <https://sgr.pub/SGRDiSCCompare>.

First-Year Plan or Other Advanced Exercise

SGR will collaborate with your organization, if desired, to create an advanced exercise for the finalist candidates. One such example is a First-Year Plan, where finalist candidates are encouraged to develop a first-year plan based on their current understanding of the position's opportunities and challenges. Other exercises, such as a brief presentation on a topic to be identified by the Recruiter and Search Committee, are also typically part of the onsite interview process to assess finalists' communication and presentation skills, as well as critical analysis abilities.

Step 8: Interview Process

Face-to-Face Interviews

SGR will arrange interviews at a date and time convenient for your organization. This process can be as straightforward or as elaborate as your organization desires. SGR will aid in determining the specifics and assist in developing the interview schedule and timeline. We will provide sample interview questions and participate throughout the process to ensure it runs smoothly and efficiently.

Stakeholder Engagement

At the discretion of the Search Committee, we will closely collaborate with your organization to involve community stakeholders in the interview process. Our recommendation is to design a specific stakeholder engagement process after gaining deeper insights into the organization and the community. As different communities require distinct approaches, we will work together to develop a tailored approach that addresses the unique needs of the organization.

Deliberations

SGR will facilitate a discussion about the finalist interviews and support the Search Committee in making a hiring decision or determining whether to invite one or more candidates for a second interview.

Reference Checks

SGR uses a progressive and adaptive automated reference check system to provide insights on candidates' soft skills from a well-rounded group of references. References may include elected officials, direct supervisors, direct reports, internal organizational peers, professional peers in other organizations, and civic leaders. SGR's reference check platform is anonymous, proven to encourage more candid and truthful responses, thus providing organizations with more meaningful and insightful information on candidates. SGR delivers a written summary report to the organization once all reference checks are completed. The timing of reference checks may vary depending on the specific search process and situation. If finalists' names are made public prior to interviews, SGR will typically contact references before the interview process. If the finalists' names are not made public prior to interviews, SGR may wait until the organization has selected its top candidate before contacting references to protect candidate confidentiality.

Step 9: Negotiations and Hiring Process

Determine Terms of an Employment Offer

Upon request, SGR will provide draft employment agreement language and other helpful information to aid in determining an appropriate offer to extend to your preferred candidate.

Negotiate Terms and Conditions of Employment

SGR will assist to whatever degree you deem appropriate in conducting negotiations with the chosen candidate. SGR will identify and address any special needs or concerns of the selected candidate, including potential complicating factors. With our experience and preparedness, SGR is equipped to facilitate win-win solutions to resolve negotiation challenges.

Press Release (if requested)

Until employment negotiations are finalized, you should exercise caution to avoid the embarrassment of a premature announcement that may not materialize. It is also considered best practice to notify all senior staff and unsuccessful candidates before any media exposure. SGR will assist in coordinating this process and in crafting any necessary announcements or press releases.

Satisfaction Surveys

SGR is committed to following the golden rule, which means providing prompt, professional and excellent communication while always treating every client with honor, dignity and respect. We request clients and candidates to participate in a brief and confidential survey after the completion of the recruitment process. This valuable feedback assists us in our ongoing efforts to improve our processes and adapt to the changing needs of the workforce.

Post-Hire Services

We offer post-hire services, such as executive coaching, team-building retreats, and performance review assistance at the six-month or one-year mark. For more information or to request a customized proposal, please visit <https://www.governmentresource.com/leadership-development-training-resources>.

Typical Timeline *

The timeline below is an example only, and we will work with you to finalize and approve a timeline, with adjustments made if needed after the position is posted.

Initial Steps Prior to Posting Position:	
<ul style="list-style-type: none"> Contract Execution Kickoff Meeting to Discuss Recruitment Strategy and Timeline Organization/Position Insight and Analysis Stakeholder Interviews and Listening Sessions Deliverable: Draft Recruitment Brochure Deliverable: Recommended Ad Placements Organization Approves Ad Placements Search Committee Reviews and Approves Brochure 	<i>Timing varies and usually takes a minimum of 2-3 weeks.</i>

Task	Week
<ul style="list-style-type: none"> Post Position and Firm up Timeline Recruitment Campaign and Outreach to Prospective Applicants Initial Screening and Review by Executive Recruiter 	Weeks 1-4
<ul style="list-style-type: none"> Search Committee Briefing to Review Applicant Pool and Select Semifinalists 	Week 5
<ul style="list-style-type: none"> Questionnaires Recorded One-Way Semifinalist Interviews Media Searches - Stage 1, as described in Approach/Methodology 	Week 6
<ul style="list-style-type: none"> Deliverable: Semifinalist Briefing Books via Electronic Link Deliverable: Recorded Online Interviews, if applicable 	Week 7
<ul style="list-style-type: none"> Search Committee Briefing to Select Finalists 	Week 8
<ul style="list-style-type: none"> Comprehensive Media Searches - Stage 2, as described in Approach/Methodology Background Investigation Reports Disc Management Assessments (if desired, supplemental cost) First-Year Plan or Other Advanced Exercise (if desired) 	Weeks 9-10
<ul style="list-style-type: none"> Deliverable: Finalist Briefing Books via Electronic Link 	Week 11
<ul style="list-style-type: none"> Face-to-Face Interviews Stakeholder Engagement (if desired) Deliberations Reference Checks (may occur earlier in process) Negotiations and Hiring Process 	Week 12

** Timeline is dependent upon Search Committee availability and Holidays. Organization agrees to timely provide photos/graphics and information necessary to develop recruitment brochure, narrow candidate field, and conduct candidate screening; failure to do so, may in SGR's reasonable discretion, extend timeline and can negatively impact the outcome of the process.*

Fee Proposal

Not-to-Exceed Price: \$27,150

Not-to-Exceed Price is comprised of:

- **Fixed Fee of \$24,650 (reflects \$750 discount)**
- **Up to \$2,500 in Ad Placements (billed at actual cost)**

The Fixed Fee includes:

- Stakeholder Interviews and Listening Sessions
- Production of a Professional Recruitment Brochure
- Recruitment Campaign and Outreach:
 - Outreach to Prospective Applicants
 - Custom Graphics for Email and Social Media Marketing
 - Announcement in SGR's Servant Leadership e-Newsletter
 - Post on SGR's Website
 - Ad on SGR's Job Board
 - Two (2) Targeted Job Blasts to SGR's Opt-In Subscriber Database
 - Promotion on SGR's LinkedIn
- Application Management, Screening, and Evaluation
- Semifinalist Evaluation:
 - Questionnaires for up to 15 Semifinalists
 - Recorded One-Way Interviews for up to 15 Semifinalists
 - Media Searches – Stage 1 Reports for up to 15 Semifinalists
- Semifinalist Briefing Books via Electronic Link
- Comprehensive Stage 2 Media Reports for up to Five (5) Finalists
- Background Investigation Reports for up to Five (5) Finalists
- Finalist Briefing Books via Electronic Link
- Reference Checks for up to Five (5) Finalists
- Up To Two (2) Onsite Visits by the Recruiter for 1-3 days each, Inclusive of Travel Costs

Reimbursable Expenses included in the not-to-exceed price:

- Ad placements up to \$2,500 will be billed at the actual cost with no markup for overhead and are incorporated into our not-to-exceed price.

Reimbursable Expenses not included in the not-to-exceed price:

- Ad placements over and above \$2,500 will be billed back at actual cost with no markup for overhead.

Supplemental Services/Other Expenses not included in the fixed or not-to-exceed price:

- There may be additional charges for substantial and substantive changes made to the recruitment brochure after the brochure has been approved by the Organization and the position has been posted online. Organization would be notified of any supplemental costs prior to changes being made.
- At your request, SGR can conduct an online stakeholder survey for \$1,500 to help identify key issues or priorities that you may want to consider prior to launching the search. 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. A written summary of results is provided to the Organization. Please note that this type of survey may extend the recruitment timeline.
- Online interviews over and above the 15 included in the Fixed Fee - \$250 per candidate.
- Additional comprehensive stage 2 media reports over and above the maximum of five (5) included in the fixed price above - \$750 per candidate.
- Additional background investigation reports over and above the maximum of five (5) included in the fixed price above - \$500 per candidate.
- Additional reference checks over and above the maximum of five (5) included in the fixed price above - \$250 per candidate.
- DiSC Management assessments - \$175 per candidate.
- Semifinalist and finalist briefing materials will be provided to the Organization via an electronic link. Should the Organization request printing of those materials, the reproduction and shipping of briefing materials will be outsourced and be billed back at actual cost.
- Additional onsite visits by the recruiter over and above the two (2) onsite visits included in the fixed price are an additional cost. Travel time and onsite time are billed at a professional fee of \$1,000 per day. Meals are billed back at a per diem rate of \$15 for breakfast, \$20 for lunch, and \$30 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.
- The organization bears the cost of candidate travel, and candidates are reimbursed directly by the organization.
- If the organization desires any supplemental services not mentioned in this fee proposal, an estimate of the cost will be provided at that time, and no work shall be done without approval.

Billing

SGR will bill the fixed fee in four (4) installments: 30% upon contract execution, 30% after the applicant pool is presented, 30% after finalist interviews, and 10% upon acceptance of employment. Ad placement expenses and supplemental services/other expenses will be billed as incurred or provided. Balances that are unpaid after the payment deadline are subject to a fee of 5% per month or the maximum lawful rate, whichever is less, on the owed amount every month, charged monthly until the balance is paid.

Terms and Conditions

- The organization agrees not to discriminate against any candidate on the basis of age, race, creed, color, religion, sex, sexual orientation, national origin, disability, marital status, or any other basis that is prohibited by federal, state, or local law.
- The organization agrees to refer all prospective applicants to SGR and not to accept applications independently during the recruitment process.
- The organization agrees to provide SGR with any candidates that were previously accepted as applicants for the given position before engaging SGR to conduct the recruitment for the subject position.
- If the organization wishes to place ads in local, regional, or national newspapers, the organization shall be responsible for paying directly for the ads and for placing the ads using language provided by SGR.
- The organization bears the cost of candidate travel, and candidates are reimbursed directly by the organization.

Placement Guarantee

SGR is committed to your satisfaction with the results of our full service recruitment process. If, for any reason, you are not satisfied, we will repeat the entire process one additional time, and you will be charged only for expenses as described in the Fee Proposal under Supplemental Services. Additionally, we promise not to directly solicit any candidate selected under this engagement for another position while they are employed with your organization.

In the event that you select a candidate fully vetted by SGR, who subsequently resigns or is released for any reason within 12 months of their hire date, we are committed to conducting a one-time additional executive search to identify a replacement. In this case, you will only be charged for related expenses as described in the Fee Proposal.

If your organization circumvents SGR's recruitment process and selects a candidate who did not participate in the full recruitment process, the placement guarantee will be null and void. Additionally, SGR does not provide a guarantee for candidates placed as a result of a partial recruitment effort or limited scope recruitment.

City & County Attorney and Other Legal Recruitments, 2019-Present

In Progress

- Indian River County, FL (pop. 165,000) - County Attorney
- Lubbock, TX (pop. 265,000) - City Attorney

2024

- Commerce City, CO (pop. 62,000) - City Attorney
- Lawton, OK (pop. 90,400) - City Attorney
- West Linn, OR (pop. 27,000) - City Attorney

2023

- North Port, FL (pop. 81,000) - Assistant City Attorney

2022

- Clark County Aviation Department, NV - Senior Attorney
- Fort Worth, TX (pop. 900,000) - City Attorney
- North Port, FL (pop. 78,000) - Assistant City Attorney-Police Legal Advisor
- Sherwood, OR (pop. 20,000) - City Attorney

2021

- Fate, TX (pop. 19,000) - City Attorney
- Nacogdoches, TX (pop. 33,000) - City Attorney
- Nassau County, FL (pop. 88,000) - Assistant County Attorney *
- Waco, TX (pop. 140,000) - Assistant City Attorney *

2019

- Aurora, CO (pop. 366,000) - Chief Public Defender
- Boerne, TX (pop. 15,000) - City Attorney *
- Messer Rockefeller & Fort - Associate or Senior Attorney *
- North Port, FL (pop. 70,000) - Assistant City Attorney
- Temple, TX (pop. 79,000) - City Attorney

** Limited scope recruitment*

COUNTY ATTORNEY

INDIAN RIVER COUNTY, FLORIDA



Indian River County QUICK FACTS



POPULATION:
165,559



SIZE:
617 square miles



MEDIAN INCOME:
\$61,594

54.2

MEDIAN AGE



MEDIAN HOME/CONDO VALUE:
\$242,100



MAJOR EMPLOYERS:

Cleveland Clinic Indian River Hospital
School Board of Indian River County
Indian River County
Publix Super Markets
Piper Aircraft
Wal-Mart/Wal-Mart
Neighborhood Market
Sebastian River Medical Center

MEDICAL FACILITIES:

Cleveland Clinic Indian River Hospital
Sebastian River Medical Center

NEARBY UNIVERSITIES & COMMUNITY COLLEGES:

Indian River State College
Main Campus
(Ft. Pierce)
Mueller Campus
(Vero Beach)

DEMOGRAPHICS:

White Non-Hispanic Alone:
74.6%
Hispanic or Latino:
12.9%
Black Non-Hispanic Alone:
8.8%
Two or More Races:
2.1%
Asian Alone:
1.3%
Some other Race Alone:
0.1%
American Indian and
Alaska Native Alone:
0.1%
Native Hawaiian and
Other Pacific Islander Alone:
0.05%

ABOUT THE COMMUNITY

Indian River County is located on the Florida east coast, referred to as the “Treasure Coast,” approximately 135 miles north of Miami, 190 miles south of Jacksonville, and 135 miles east of St. Petersburg. Indian River County is accessible by Interstate-95 and Florida State Route 60. Commercial air service is available at nearby Vero Beach Regional Airport, as well as Melbourne, Palm Beach and Orlando International Airports. The County is comprised of several quiet yet growing communities including the cities of Sebastian, Fellsmere, and Vero Beach, which serves as the County Seat, and the towns of Indian River Shores and Orchid. Known for 23 miles of pristine Atlantic beaches, wildlife, fishing, water recreation, and a small-town natural Florida feel, Indian River County residents enjoy a wonderful quality of life, and the County government works to provide services and maintain the area’s hidden treasures.

Recreational and leisure amenities abound including 23 miles of public beaches, and eco-tourism activities such as hiking trails, kayaking, canoeing, and exploration of parks and waterfront areas. Other attractions include the McKee Botanical Garden which received the 2021 TripAdvisor Travelers Choice Award, Riverside Theatre, Vero Beach Museum of Art, and more. Local festivals include Under the Oaks, Hibiscus Festival, and Fellsmere Frog Leg Festival.

In May 2009, Minor League Baseball began leasing Dodgertown, the 340-acre complex formerly occupied by the L.A. Dodgers and used as their spring training facility for more than 50 years. The complex also houses a convention center which is utilized throughout the year for various events. In 2011, a partnership including Peter O’Malley assumed operations of Historic Dodgertown for amateur baseball. Sports services training was also conducted at the facility. In 2019, Major League Baseball took over the facility renaming it the Jackie Robinson Training Complex which now operates year-round for the development of amateur baseball and softball players.

The County’s primary industries are tourism and agriculture. As with many agricultural communities, the County continues to see declining crop production and a decrease in agricultural lands each year. The County has budgeted to undertake an Economic Development Plan with the intent of diversifying its local economy and positioning itself to attract value added jobs.

Public education is provided by the School District of Indian River County (SDIRC) with 13 elementary schools, four middle schools, two high schools, one alternative education center, one technical college, one exceptional student education school, five charter schools, and a total student enrollment of roughly 18,000 students in grades Pre-K through 12. Private and parochial educational opportunities are also available including Glendale Christian School, Indian River Christian School, Master’s Academy, St. Edwards School, St. Helen Catholic School; Tabernacle Baptist School, The Willow School, and Sun-Coast Primary School. Recognized for excellence in education, the School District of Indian River earned the distinction of Cognia Systems Accreditation, is ranked by Niche the #11 Best School District in Florida, and the only “A” rated school district located along the Treasure and Space Coast. Indian River State College (IRSC) offers more than 100 programs leading to Bachelor’s Degrees, Associate Degrees, Technical Certificates, and Applied Technology Diplomas, as well as Career Training programs. The IRSC Mueller Campus is located in Vero Beach.



ABOUT THE ORGANIZATION

The Board of County Commissioners is comprised of five Commissioners elected at large for four-year terms with no term limits. The Board is the governing body of the County and sets the organization's laws, budgets, and policies. Other elected officials include the Clerk of Circuit Court, Supervisor of Elections, Tax Collector, Sheriff, and Property Appraiser. The Board of County Commissioners appoint the County Attorney and the County Administrator.

One of Indian River County's strengths is its strong financial position. The County's total proposed budget for Fiscal Year 2023-2024 is \$506,901,540 with a General Fund budget of \$132,409,629. According to the Florida Department of Revenue's most recent report, Indian River County had the fourth lowest General Fund millage rate in the State, at 3.5475 mills. The current Capital Improvement Plan (CIP) is over \$474 million and includes significant improvements to roadways, water and sewer infrastructure, and other general government activities over the next five years. A full array of local government services is provided by roughly 1,500 employees.

Indian River County's outstanding debt at the end of Fiscal Year 2022-2023 totals \$2,595,000. The annual debt service payment for the subject Spring Training Facility Revenue Bond is fully funded by the State and therefore, County funding is not currently utilized to support any outstanding debt payments. At the time of issuance, these bonds carried a "AAA" rating from both Standard and Poor's and Fitch.



ABOUT THE POSITION

Reporting to the Board of County Commissioners, the County Attorney performs highly skilled administrative work and provides and supervises legal services for the Board of County Commissioners, and other County Departments, Boards and agencies as specified by the Board of County Commissioners. The County Attorney supervises the staff of the County Attorney Department, which includes two Assistant County Attorneys, two Paralegals, and a Staff Assistant IV position.

A summary of the of County Attorney's responsibilities include:

- Provides legal services to the Board of County Commissioners, or as directed by the Board, to other county Departments, advisory boards, committees, and agencies either directly, through staff attorneys, or by special outside counsel.
- Represents the County Commission in legal matters, including the bringing and defending of lawsuits and zoning matters.
- Attends County Commission board meetings, public meetings, and court hearings.
- Renders legal assistance, opinions, and advice as requested.
- Supervises and participates in the legal affairs of the Board of County Commissioners, including contract negotiations and administrative review.
- Prepares proposed legislation, contracts, and resolutions and makes recommendations regarding amendment, revision, and repeal of existing laws.
- Prepares or reviews documents of legal significance before submission to the Board of County Commissioners for Board action, including each agreement, contract, lease, deed, bond, ordinance, resolution, regulation, rule, and/or policy.
- Provides written and oral legal opinions, interpretations, and advice to the Commissioners, administration, boards, and departments.
- Drafts and presents legislative bills to delegations for consideration.
- Prepares the annual budget for the County Attorney department.
- Manages the daily operation of the County Attorney department, including assigning and reviewing casework of all staff attorneys working for the County, budgetary oversight, and work performed by non-legal staff.
- Responsible for various legal department personnel matters including policies and procedures, hiring, discipline, training and development, performance appraisals, and other related activities.
- Performs related work as directed by the Board of County Commissioners.

Sunrises, Not High Rises...



CHALLENGES & OPPORTUNITIES

Growth: Indian River County continues to grow, and the pressures of new growth increases the demand for services and infrastructure. The community is protective of its character, quality of life, and environmental resources, and wants to ensure it does not become overrun with growth and development and is seeking responsible growth that will complement and benefit the entire community. Accordingly, extensive growth management, planning, zoning, and development experience are strongly desired in the successor County Attorney.

Conversion to Paperless Office: The County Attorney's office is considering the transition from the current paper-driven content/document process to a contemporary digital transformation of workflows, documents, case management, and related processes. As such, candidates who both understand the benefits and have experience in such systems are desired to help lead the office in the proposed conversion are strongly desired.

General & Multi-Practice Focus: The County Attorney's office is regularly called upon to manage a wide array of practice areas including Administrative Procedures, State and Federal Statute interpretation, Drafting of Ordinances and Resolutions, Code Enforcement issues Real Property/Public Land Environmental Acquisitions and Easements, Foreclosures, Contracts and Agreements, Land Use and Zoning, Facility Leases and Licenses, Electors and Elections matters, Legislative Affairs and Process, Environmental Permitting and Utility Consumptive Use Procedures, Public Purchasing and Procurement, Eminent Domain, Ethics, Taxation and Finance, Public Records Requests and Retention, and Florida Sunshine Law. The Office has historically contracted with outside counsel for Collective Bargaining and Labor Law, Bond Counsel, significant litigation, and other specialized areas as needed, however that could change based on the expertise and experience of the selected successor County Attorney.

IDEAL CANDIDATE

Indian River County seeks an ethical, decisive, strategic, and values-driven servant leader to be its next County Attorney. The ideal candidate will be a results-driven leader who can maintain an environment of credibility, integrity, and trust and can foster positive and productive relationships with the Board of County Commissioners, Constitutional Officers, County Administrator, Department Staff, and external stakeholders. The successful candidate should possess highly effective Board skills to assist County Commissioners through the decision-making process, being politically savvy but never political. Fully informing Commissioners in the most appropriate and timely manner and creating a close, positive, trusting, productive, and lasting relationship with all members of the governing body will be important.

The ideal candidate should be a confident and dynamic Attorney with a high level of emotional intelligence that possesses advanced interpersonal skills and a proactive, transparent, and collaborative management style. The individual should be an effective communicator and public speaker and be comfortable when speaking with individuals at all socio-economic and educational levels. The candidate should be comfortable operating under Florida's "Government in the Sunshine Act" and broad Public Records Act operating environments.

The next County Attorney will be a skilled problem solver with excellent negotiation skills and a demonstrated track record of creative and entrepreneurial legal and policy solutions. They will be open minded and willing to consider "outside the box" strategies to resolve issues and challenges. The selected individual should also be an advocate for technology and understand the deployment of new case management systems.

The chosen candidate will be adept at handling numerous files in diverse practice areas, be detail-oriented, have excellent writing skills, be a self-starter, and work well in a collaborative environment. The County Attorney should have considerable knowledge of the principles, methods, materials, and practices of legal research, in addition to substantive knowledge of relevant state and federal law and their application to the essential functions and services provided by Indian River County. The County desires a candidate who can organize work for timely completion, meet deadlines, manage priorities, and multi-task while working in challenging and time-sensitive situations with shifting priorities.

A skilled delegator who is comfortable in managing the big picture, the selected candidate will empower team members and have the ability to lead the personnel in the County Attorney's Office and serve as a coach and mentor. Experience in growth management, land use, code enforcement, public procurement, and public records would be a plus. Lastly, someone who has a sense of humor and works well in a team-oriented environment is strongly desired.



EDUCATION, TRAINING & EXPERIENCE

The County Attorney position requires graduation from an accredited law school with a Juris Doctorate degree from a law school accredited by the American Bar Association. Candidates should possess a minimum of ten (10) years' experience practicing law in the State of Florida, of which a minimum of five (5) years practicing local government law with a focus on drafting legal documents and complex transactional negotiations. Additional experience in the practice of local government law or a related field, such as land use and zoning, labor and employment, real estate and leases, litigation and appeals, contracts and agreements, administrative hearing procedures, eminent domain, environmental land acquisition and easements, procurement/public finance, public records, and Florida Sunshine Law. Board certification in city, county and local government law is preferred.

Additionally, the selected candidate must possess, or obtain prior to employment, a valid Florida Driver's license and maintain said license during the term of employment. Applicants must be currently licensed to practice law in the State of Florida and be a member in good standing of the Florida Bar to apply.



SALARY & BENEFITS

Indian River County offers a competitive starting salary range of \$190,000 - \$220,000, depending on qualifications and experience, coupled with a comprehensive benefits package, including but not limited to retirement (Florida Retirement System with 3% employee contribution and a voluntary deferred compensation plan), vacation, sick, administrative, and personal leave, health/dental, vehicle and cell phone allowance, and professional development opportunities. Residency within Indian River County desired, but not required.



APPLICATION PROCESS

[Please apply online](#)

For more information on this position contact:

Doug Thomas, Executive Vice President
DouglasThomas@GovernmentResource.com
863-860-9314



Indian River County is an Equal Opportunity Employer and values diversity in its workforce. Applicants selected as finalists for this position will be subject to a comprehensive background check.

CONFIDENTIALITY

Pursuant to Florida law, all applications are a public record once submitted and available for disclosure upon receipt of a public records request.

RESOURCES

County website
www.indianriver.gov

Chamber of Commerce website
www.indianriverchamber.com



**Agreement for Executive Recruitment Services ("PROJECT")
to City of North Port, Florida ("CLIENT") between
CLIENT and Strategic Government Resources, Inc., DBA SGR ("SGR")**

SGR and CLIENT (together, "Parties") agree as follows, effective upon the date of the later signature below, in consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the sufficiency of which each Party hereby acknowledges.

1. SGR promises and agrees:

- A. To perform the services described in SGR's Proposal for PROJECT dated August 29, 2024 ("PROPOSAL") substantially in the timeframe projected in the PROPOSAL.
- B. To honor the Placement Guarantee stated in the PROPOSAL.
- C. To comply with all applicable open records, public information and similar laws, and consult with CLIENT if SGR is asked for information before disclosure, unless prevented by court order or law from doing so.

2. CLIENT promises and agrees:

- A. To pay SGR promptly as billed or invoiced for such services in accordance with the amounts stated in PROPOSAL, including Reimbursable Expenses and costs of any Supplemental Services or Other Expenses that CLIENT selects. Balances that are unpaid after the payment deadline are subject to a fee of 5% per month or the maximum lawful rate, whichever is less, on the owed amount every month, charged monthly until the balance is paid.
- B. To timely provide photos/graphics and information necessary to develop recruitment brochure, narrow candidate field, and conduct candidate screening and interviews; failure to do so may, in SGR's reasonable discretion, extend timeline and can negatively impact the outcome of the process.
- C. To respond to drafts of documents and reports in a timely manner; failure to do so may, in SGR's reasonable discretion, extend timelines and can negatively impact the outcome of the process.
- D. To refer all prospective applicants to SGR and not to accept applications independently during the recruitment process.
- E. To provide legal opinions to SGR regarding when and if any information relating to the PROJECT must or should be released in accordance with public information laws or legal process.
- F. That if CLIENT receives an open records request, CLIENT shall notify and share the request with SGR in writing as soon as possible but within no more than three (3) business days of receipt and that CLIENT shall provide sufficient time for SGR to notify and provide advance notice to the impacted individuals prior to CLIENT releasing the required information with protected information redacted.
- G. To directly reimburse finalists for travel-related expenses relating to in-person interviews.
- H. That CLIENT is ultimately responsible for candidate selections and CLIENT will not discriminate against any candidate on the basis of age, race, creed, color, religion, sex, sexual orientation,

national origin, disability, marital status, or any other basis that is prohibited by federal, or applicable state, or local law.

- I. To comply with the Fair Credit Reporting Act.
- J. To cooperate with SGR to enable SGR to perform its obligations to CLIENT.

3. Additional Terms and Conditions:

- A. The PROPOSAL is incorporated herein for all purposes including all terms defined therein, but if there is any conflict or inconsistency between the terms or conditions of this Agreement, this Agreement controls.
- B. SGR may substitute personnel other than those initially placed, who have substantially equivalent training and experience and subject to approval of CLIENT, due to factors such as SGR employee/consultant turnover, developing needs of the PROJECT, or CLIENT's request.
- C. CLIENT grants SGR permission to use any name, logo, or other identifying mark of CLIENT in SGR's social media content to refer to the relationship established by this agreement.
- D. Remedies
 - i. CLIENT can terminate this agreement at any time for no reason upon giving SGR seven (7) days advance written notice of the termination date. In such an event, SGR shall be compensated for all work satisfactorily performed up to and through the termination date.
 - ii. SGR can terminate this agreement upon seven (7) days advance written notice of the termination date to CLIENT if CLIENT has failed to promptly pay in full any undisputed portion of any bill or invoice (if the dispute is in good faith) or has failed to perform its contractual promises in a manner that materially impedes SGR's ability to perform. In such an event, SGR shall be compensated for all work satisfactorily performed up to and through the termination date.
- E. CLIENT acknowledges that the nature of executive recruitment is such that SGR engages in discussions with prospects through 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 with whom SGR may be having conversations as part of the recruitment process, may be damaging to the prospects, CLIENT, and SGR. Accordingly, CLIENT acknowledges and, to the extent permitted 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 CLIENT.
- F. There are no third-party beneficiaries to this Agreement.
- G. If any term or condition of this Agreement is invalidated by final judgment of a court of competent jurisdiction or becomes impossible to perform, the Parties will confer about whether to continue performance without amending the Agreement, without prejudice to either Party's right to terminate the Agreement without cause.
- H. This Agreement embodies the complete and final understandings, contract, and agreement between the Parties, superseding any and all prior written or verbal representations, understandings, or agreements pertaining to this PROJECT. This Agreement can be modified

only by signed written amendment. Electronic communications purporting to amend this Agreement will be effective only if the electronic communication includes specific reference to this Agreement or PROJECT.

- I. This Agreement will be governed by the substantive laws of the State of Florida without regard to the jurisdiction's choice-of-law doctrines. Venue for any litigation relating to this Agreement will be exclusively in Sarasota County of the State of Florida.
- J. To the extent it may be permitted to do so by applicable law, CLIENT does hereby agree to defend, hold harmless, and indemnify SGR, and all officers, employees, and contractors of SGR, from any and all demands, claims, suits, actions, judgments, expenses, and attorneys' fees incurred in any legal proceedings brought against them as a result of action taken by SGR, its officers, employees, and contractors, providing the incident(s), which is (are) the basis of any such demand, claim, suit, actions, judgments, expenses, and attorneys' fees, arose or does arise in the future from an act or omission of SGR acting within the course and scope of SGR's engagement with CLIENT; excluding, however, any such demand, claim, suit, action, judgment, expense, and attorneys' fees for those claims or any causes of action where it is determined that SGR committed official misconduct, or committed a willful or wrongful act or omission, or an act or omission constituting gross negligence, or acted in bad faith. In the case of such indemnified demand, claim, suit, action, or judgment, the selection of SGR's legal counsel shall be with the mutual agreement of SGR and CLIENT if such legal counsel is not also CLIENT's legal counsel. A legal defense may be provided through insurance coverage, in which case SGR's right to agree to legal counsel provided will depend on the terms of the applicable insurance contract. The provisions of this paragraph shall survive the termination, expiration, or other end of this agreement and/or SGR's engagement with CLIENT.
- K. Notices related to this Agreement will go to the respective Parties as follows but either Party can change the addressee for notices to that Party by written notice to the other Party.
 - i. For the purposes of this Agreement, legal notice shall be required for all matters involving potential termination actions, litigation, indemnification, and unresolved disputes. This does not preclude legal notice for any other actions having a material impact on the Agreement.
 - ii. Any notice required be given by this Agreement shall be deemed to have been given within three (3) days of emailing or depositing in the mail.

Legal Notices:

SGR

Attn: Melissa Valentine, Corporate Secretary
PO Box 1642
Keller, TX 76244
Melissa@GovernmentResource.com

CLIENT

Attn: _____
Address: _____
Email: _____

PROJECT Representative:

SGR

Jeri J. Peters
President of Executive Recruitment
JJPeters@GovernmentResource.com
817-337-8581

CLIENT

Name: _____
Title: _____
Email: _____
Phone: _____

Billing and Invoicing:

SGR

Attn: Finance
Finance@GovernmentResource.com
817-337-8581

CLIENT

Name: _____
Title: _____
Email: _____
Phone: _____

- L. Unless sooner terminated, this Agreement shall terminate at such time as the PROJECT is completed and the requirements of this Agreement are satisfied, except that duties of payment, of information disclosure, any representations and warranties, and placement guarantee survive this Agreement.
- M. The Parties and each individual who executes this Agreement on behalf of a Party represent and warrant to the other Party that as to each Party's respective signatory, that signatory is authorized by their Party to execute this Agreement and to bind their Party hereto.
- N. Time is of the essence to this Agreement.
- O. This Agreement may be executed in counterparts which together will comprise the Agreement.
- P. This Agreement is subject to appropriation of funds by CLIENT.

Strategic Government Resources, Inc., DBA SGR

CLIENT

Signature

Signature

Printed Name: Jeri J. Peters

Printed Name: _____

Title: President of Executive Recruitment

Title: _____

Date

Date