



Baker Tilly US, LLP  
2500 Dallas Parkway, Suite 300  
Plano, TX 75093  
T: +1 (972) 748 0300

March 4, 2021

The Honorable Frank Hibbard, Mayor  
City of Clearwater Offices of the Mayor and City Council  
P.O. Box 4748  
One Clearwater Tower, 6<sup>th</sup> Floor  
600 Cleveland Street  
Clearwater, FL 33758-4748

Dear Mayor Hibbard:

This letter documents the City of Clearwater's ("you/r" or "Client") engagement of Baker Tilly US, LLP ("we" or "Baker Tilly") to conduct an executive search for the position of City Manager (the "Project"). This letter defines our and your respective obligations for the Project. Our proposal dated February 11, 2021, responding to RFP # 15-21 to provide executive recruiting services is incorporated by reference.

#### Scope, Objectives and Approach

A team approach, which uses a combination of your personnel and ours, is critical to the success of the Project. Your organization and its team members bring the knowledge of your particular needs and we bring a deep understanding of public sector executive recruitment and selection practices in Florida and throughout the country. The Project Leader for this executive recruitment process will be Art Davis with additional support from the Baker Tilly executive recruitment team. We will work closely and coordinate with the City of Clearwater's Human Resources Director, and others as requested, to assist us in scheduling meetings, distributing information and ensuring we are providing timely updates and working closely with the Mayor and City Council on this extremely important project.

Phase	Description of Baker Tilly's Professional Services
Phase I	<u>Task 1</u> – Develop the candidate profile and define the advertising and marketing strategy ( <i>includes up to one day of meetings by Project Team Leader</i> ). <u>Task 2</u> – Identify qualified candidates that meet the profile.
Phase II	<u>Task 3</u> – Screen and submit list of recommended semi-finalists to client ( <i>includes meetings with the Project Team Leader</i> ). <u>Task 4</u> – Conduct reference checks, and academic verifications. A criminal, full background and reference checks, and a credit history report may also be conducted at this Phase or at the conclusion of Phase III, as specified by you.
Phase III	<u>Task 5</u> – Final process/on-site interviews with finalists ( <i>includes up to two days of meetings by Project Team Leader</i> ). <u>Task 6</u> – Assist Client in making offer, which may be made contingent upon the successful completion of a background check as specified by you.
Conclusion	Acceptance of offer by candidate.



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### **Project Timing and Budget**

The Project will commence upon your execution of this engagement letter and will remain in effect for the period necessary for successful completion of the Project.

1. CONSULTANT will lead the engagement, and other professionals will be involved as required. The all-inclusive professional fee to complete the Project is **\$26,500** (the "Fee") and includes the cost of professional services by the Project Team Leader and the project support staff, and all project-related expenses such as advertising, printing, candidate background and reference checks, and any travel expenses for possible on-site visits conducted by the Project Team Leader. Travel expenses incurred by candidates for on-site interviews with the Client are not the responsibility of Baker Tilly and shall be handled directly by the Client. The Client will make payments upon receipt of an invoice submitted by Baker Tilly. Payment to Baker Tilly is due upon receipt. All invoices will be forwarded to the Client for processing unless otherwise directed. For reporting purposes, *Baker Tilly's tax identification number is 39-0859910.*
2. The Fee will be billed in four installments; 30% of the Fee will be billed upon execution of this Letter; 30% at the completion of Phase I; 30% at the completion of Phase II; and the final 10% upon acceptance of offer by the candidate. The Fee is not contingent. If you terminate this engagement before completion, Baker Tilly shall invoice you for any unpaid portion of the Fee.
3. If Client requests Baker Tilly to perform additional services beyond the services described above, such as conducting an employee/community survey or making additional on-site visits, such additional services shall result in additional fees. For an employee/community survey, the additional fee shall be \$2,000. For additional days of virtual meetings or on-site visits (beyond the three sets of on-site/virtual visits which include four consulting days) described above, the additional fee would be our standard daily rate of \$1,800 plus expenses. Additional services requested beyond what is included in the Proposal must be mutually agreed to in writing and result in an additional fee of \$220 per hour.

### **Baker Tilly's Guarantees**

1. Baker Tilly shall remain on the Project until you find a candidate to hire. If you are unable to make a selection from the initial group of semifinalists or finalists, Baker Tilly will work to identify additional candidates for your selection.
2. We promise that if the candidate you select is terminated or resigns within 12 months from being hired, Baker Tilly will conduct an additional search for you for no additional professional fee, but only for project-related expenses. Internal candidates selected from within your organization do not qualify for this guarantee. Except as stated above, Baker Tilly cannot guarantee the success of any candidate or guarantee that he or she shall perform to your expectations, as those things are beyond Baker Tilly's control.
3. Baker Tilly will not solicit the candidate you select for any other position while the candidate is employed by your organization.
4. When Baker Tilly obtains a criminal or credit history report on the candidates, Baker Tilly shall comply with the Fair Credit Reporting Act (the "FCRA") in obtaining the reports. Baker Tilly cannot guarantee the completeness or accuracy of the information in the reports.





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5. In identifying and screening candidates, Baker Tilly 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, state or local law. Proactively, we shall make a good faith effort to include a diverse pool of qualified candidates in our search assignments.
6. Baker Tilly will work closely with the Human Resources Director and City Attorney to ensure we are transparent and in compliance with Florida's broad public records laws.

#### **Client's Obligations**

1. You agree that you are responsible for candidate selections and that you 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, state or local law.
2. If you decide to not hire a candidate as a result of a criminal or credit history report, you agree to comply with the FCRA with regard to any pre- or post-adverse action notices and requirements.
3. You agree to respond to drafts of documents and reports in a timely manner. Failure to do so on your part will protract timelines and can negatively influence the outcome of the process.

All terms and conditions as set forth in RFP#15-21, Standard Terms and Conditions, are incorporated by reference and attached hereto as Exhibit A.

Insurance Requirements are set forth in Exhibit B, which are incorporated by reference and attached hereto as Exhibit B.

If this letter is in agreement with your understanding, please sign below and return one copy to us for our files. We look forward to working with you on this important project.

Sincerely,

A handwritten signature in black ink, appearing to read "C. Rohre", written over a horizontal line.

**Chuck Rohre, Firm Director**  
**Baker Tilly US, LLP**



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**CLIENT SIGNATURE**

**Countersigned:**

**CITY OF CLEARWATER**

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Frank Hibbard

Mayor

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William B. Horne, II

City Manager

Approved as to form:

Attest:

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Owen Kohler

Assistant City Attorney

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Rosemarie Call

City Clerk