

Create Opportunities



January 20, 2020

Engagement Letter to Provide Professional Search Services for:

CareerSource North Central Florida



Prepared by:

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WEALTH ADVISORY

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January 20, 2020

Todd Hutchison, Finance Director
Alachua County Clerk of Court
201 East University Avenue
Gainesville, Florida 32601

Dear Mr. Hutchison:

This letter is to confirm our understanding of the retained search engagement ("Search") for a Chief Financial Officer position for Alachua/Bradford Regional Workforce Board d/b/a CareerSource North Central Florida ("you," "your," or "the entity"). CliftonLarsonAllen, LLP ("CLA") will provide services under this search agreement. You agree to retain CLA as the exclusive search recruiting firm on this project.

Our search strategy and activities have included (will include) the following steps:

INITIAL CONSULTATION MEETING

- Gather information to understand your entity's unique challenges and expectations.
- Define the critical success factors and search attributes.
- Develop and share with you the specific search strategy and plan.
- Help develop Job Description (if requested)

RESEARCH TO IDENTIFY CANDIDATES

- Identify target industries and organizations that are likely to employ potential candidates.
- Utilize direct sourcing and relationship recruiting, the CliftonLarsonAllen LLP network or referrals, industry and professional associations, etc.
- Conduct a standardized process to assess all candidates, including those candidates who become available through your sources.

RECRUITING

- Contact potential candidates to assess their compatibility with your critical success factors.
- Interview the best candidates using behavior-based questions.
- Develop confidential summaries, comparing candidates and their qualifications.

CANDIDATE SELECTION

- Facilitate the interview process.
- Assist in structuring a competitive compensation arrangement.

FINALIZE SELECTION

- Complete background check for the final candidate (if requested).
- Perform in-depth reference checks on the final candidate (if requested).
- Assist negotiation and transition.

FOLLOW-UP

- Maintain communication with you and the candidate on an ongoing basis to ensure a successful transition and continued satisfaction.

You are responsible for management decisions and functions, and for designating a competent employee to oversee these services. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for the results.

FEES

Our flat fee for this service shall be \$10,000 and is due upon the candidate's first official start date. The time period in which the candidate will remain employed by the entity shall not exceed 90 days from the first official start date. In the event the entity requests the candidate to remain employed by the entity longer than 90 days, an additional fee of \$10,000 will apply for the period that the candidate is employed by the entity in excess of 90 days.

Additional costs payable by you, if any, will be direct expenses associated with the search, approved in advance (e.g., candidate and consultant travel, lodging and related expenses, background checks, psychological testing, advertising, etc.). If you terminate this engagement before completion of the end of a month, you will be responsible for a prorated portion of the fee for the month due and any related direct costs incurred to the point of receipt of notification of termination.

In the event the hired candidate resigns or is terminated within the first 90 days of employment for reasons solely related to the candidate's performance (i.e. not corporate restructuring, merger, acquisition, change of control, etc.), CLA will find a replacement candidate for no additional fee. The entity will be billed for direct expenses only as defined above. To be eligible for this guarantee, all fees and expenses under this agreement must have been paid in full within five days of the candidate's start date.

Please be advised that any background checks, psychological testing, etc., will be done by outside firms, not CLA, and you are free to choose such firms as you wish. In any event, even though billing for such firms' services is passed through CLA and/or CLA may suggest firms to perform these services, CLA shall not be in any way responsible for the services provided by these other firms.

LIMITATION ON REMEDIES

The Firm's role is strictly limited to the tasks and projects described in this letter, and we offer no assurance as to the results or ultimate outcomes of this engagement or of any decisions that you may make based upon our communications with, or our reports to, you. You will be solely responsible for making all decisions concerning the contents of our communications and reports, for the adoption of any plans, and for implementing any plans you may develop, including any that we may discuss with you. The Firm has no duty to ensure that the Company's accounting, billing, coding, compliance, or reimbursement practices, systems, or reports comply with applicable laws or regulations, all of which remain the organization's sole responsibility.

You agree that it is appropriate to limit the liability of the Firm, its partners, principals, directors, officers, employees, and agents ("we" or "us") and that this limitation of remedies provision is governed by the laws of the state of Minnesota, without giving effect to choice of law principles.

You further agree that you will not hold us liable for any claim, cost, or damage, whether based on warranty, tort, contract, or other law, arising from or related to this agreement, the services provided under this agreement, the work product, or for any deliverables, plans, actions, or results of this engagement, except to the extent authorized by this agreement. In no event shall we be liable to you for any indirect, special, incidental, consequential, punitive, or exemplary damages, or for loss of profits or loss of goodwill, costs, or attorneys' fees.

The exclusive remedy available to you shall be the right to pursue claims for actual damages that are directly caused by acts or omissions that are breaches by us of our duties under this agreement, but any recovery on any such claims shall not exceed the fees actually paid under this agreement by you to the Firm.

TIME LIMITATION

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any dispute. The parties (you and the Firm) agree that, notwithstanding any statute or law of limitations that might otherwise apply to a dispute that may arise between us, including one arising out of this agreement or the services performed under this agreement, for breach of contract, tort, breach of fiduciary duty, fraud, misrepresentation, or any other cause of action or remedy, any suit or action to recover on a dispute must be commenced as provided below, or the party with a claim or prosecuting a dispute shall be forever barred from commencing a lawsuit and from obtaining legal or equitable relief or recovery of any kind whatsoever. An action to recover on a dispute shall be commenced within the shorter of the following limitation periods:

- Within twelve (12) months from the date of our last billing for services performed under this engagement letter, or
- Within twelve (12) months after the termination of either this agreement or the organization's ongoing relationship with CLA by either of us and for any reason.

These limitation periods apply and begin to run even if the Company has not suffered any damage or loss, or has not become aware of the existence or possible existence of a dispute.

You have entrusted CLA with a significant responsibility and we are committed to allocating every appropriate resource to ensure your satisfaction. Our responsibility will not end until we have found qualified candidates for the position and you have successfully hired one of the candidates, or there is mutual agreement to terminate the search. If the above terms are acceptable to you and the services outlined are in accordance with your requirements, please sign a copy of this letter in the space provided and return it to us via email to dave.hickman@claconnect.com. The search will be activated upon receipt of this signed letter.

Thank you for the opportunity to conduct this search on your behalf. We look forward to providing you with a valuable service resulting in a new Chief Financial Officer position for Alachua/Bradford Regional Workforce Board d/b/a CareerSource North Central Florida.

Yours truly,



Dave Hickman
Managing Principal, Professional Search
CliftonLarsonAllen LLP

This letter correctly sets forth the understanding of Alachua/Bradford Regional Workforce Board d/b/a CareerSource North Central Florida.

Authorized Signature:

Name and Title:

Date:

CLA is an equal opportunity employer and all qualified applicants will receive consideration without regard to race, color, religion, sex, sexual orientation, gender identity, disability status, protected veteran status, national origin, or any other characteristics protected by law.