

PROFESSIONAL SERVICES AGREEMENT

This agreement is made by and between the City of Madeira Beach, FL (the Agency) and NP&S Management Inc. d/b/a S. Renée Narloch & Associates (the Consultant).

- A. Engagement: The Agency agrees to engage the Consultant to perform the services described below, the project described as executive recruitments for City Manager and Building Official (the Searches).
- B. Services: The Consultant agrees to perform certain services necessary for the completion of the searches. These services shall include the following:
 - a. Develop the Candidate Profile
 - b. Develop Advertising Campaign and Recruitment Brochure
 - c. Recruit Candidates
 - d. Screen Candidates
 - e. Conduct Personal Interviews
 - f. Conduct Public Record Search
 - g. Provide Recommendations
 - h. Assist with Final Interviews
 - i. Conduct Detailed Reference and Background Checks
 - j. Assist with Negotiations
 - k. Provide Complete Administrative Assistance

As described in the proposal dated September 9, 2025 attached hereto and incorporated herein by reference.

- C. Relationship: The Consultant is an independent contractor and is not to be considered an agent or employee of the Agency.
- D. Compensation: As full compensation for the Consultant's professional services performed hereunder, the Agency shall pay the Consultant the fixed amount of \$51,000.00 (Fifty-one Thousand Dollars).
- E. Expense Reimbursement: The Consultant shall be entitled to reimbursement for pre-approved expenses from the Agency for consultant travel, advertising, printing, and binding, clerical, long distance charges, postage and delivery, civil, criminal, and newspaper checks. Postage, photocopying, and telephone charges are allocated costs. Expenses are not-to-exceed \$10,900.00 (Ten Thousand Nine Hundred Dollars) and copies of receipts will not be provided unless specifically requested and made part of this contract. Expenses related to the use of audio/video conferencing equipment for interviews and for candidates' travel for interviews are the responsibility of Agency.
- F. Compensation for Additional Services: In the event the Agency elects to require additional services of the Consultant in addition to those described in paragraph B, the Consultant shall be compensated at an agreed upon rate.

- G. Method of Payment: The Agency shall be billed monthly by the Consultant for the work completed as of that date. Expenses shall be billed and due at the same time.
- H. Term: The term of this agreement shall commence upon signature by both parties, at which time Consultant shall begin work on the searches and shall continue until the searches are completed.
- I. Termination: This agreement may be terminated; (a) by either party at any time for failure of the other party to comply with the terms and conditions of this Agreement; (b) by either party upon 10 days prior written notice to the other party; or (c) upon mutual written agreement of both parties. In the event of termination, the Consultant shall stop work immediately and shall be entitled to compensation for professional fees and expense reimbursement to the date of termination and for any work necessitated by that termination.
- J. Indemnity: Except for loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorney's fees, caused solely by the negligence of the Agency, its Council, boards, commissions, officers and employees, Consultant shall indemnify, defend and hold harmless the Agency, its Council, boards and commissions, officers, and employees from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorney's fees, regardless of the merits or outcome of any such claim or suit arising from or in any manner connected to Consultant's negligent act or omission regarding performance of services or work conducted or performed pursuant to this Agreement.
- K. Assorted:
- a. The entire agreement between the parties with respect to the subject matter hereunder is contained in this agreement.
 - b. Neither this agreement nor any rights or obligations hereunder shall be assigned or delegated by the Consultant without the prior written consent of the Agency.
 - c. This agreement shall be modified only by written agreement duly executed by the Agency and the Consultant.
 - d. Should any of the provisions hereunder be found to be invalid, void or voidable by a court, the remaining provisions shall remain in full force and effect. This agreement shall be governed by and construed in accordance with the laws of the State of Florida.
 - e. All notices required or permitted under this agreement shall be deemed to have been given if and when deposited in the United States mail, properly stamped and addressed to the party for whom intended at such party's address listed below, or when delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

Wherefore, the parties have entered into this agreement as of the later of the dates stated below.

Approved:

Dated: September 29, 2025

NP&S Management Inc. d/b/a
S. Renée Narloch & Associates
2910 Kerry Forest Pkwy D4-242
Tallahassee, FL 32309

By: 

Name/Title: S. Renée Narloch, President

Dated: _____, 2025

City of Madeira Beach, FL
300 Municipal Drive
Madeira Beach, FL 33708

By:

Name/Title: _____