

This Contingency Fee agreement is made between Goodwin Recruiting and City of Madeira Beach (Hereinafter Company). Whereas Goodwin Recruiting is in the business of recruitment of candidates for employment; Whereas Company is seeking candidates to fill position(s). The parties therefore agree to the following:

Candidates Presented

- ▶ Goodwin Recruiting will seek candidates for position(s) as requested by Company. Fees shall be due and payable directly to Goodwin Recruiting for such services if a Goodwin Recruiting referred candidate is hired by Company, any of its affiliates or as a result of a referral to another company for any position within one year from last documented communication about the specific candidate between the Company and Goodwin Recruiting. All candidates presented to the company through Goodwin Recruiting shall be considered represented by Goodwin Recruiting unless the company received the candidate from another source within the last year and they are actively working with the candidate. If the company received a candidate through another means and is actively working the candidate, it is the Company's responsibility to notify and provide proof, as requested, to the Goodwin Recruiting representative upon submission. If the company fails to notify Goodwin Recruiting or its representative does any work at request of City of Madeira Beach, it is agreed upon that all fees will be due if the candidate is hired by Company. Once a search is started, if a candidate is presented for the position and that candidate is hired in any capacity, including as a consultant, the full fee will be applied according to the position and salary they were submitted for.
- ▶ Goodwin Recruiting will refer all quality candidates in accordance with federal, state, and local EEOC laws.
- ▶ Company will make the decision to hire, or not hire, a candidate presented by Goodwin Recruiting independent of Goodwin Recruiting. Goodwin Recruiting is not liable in any way for the independent hiring decisions of Company. Company understands they are responsible to execute any background, drug, or other testing they deem necessary and are permitted by law. Goodwin Recruiting will provide references upon request.

Fees

Positions	Fee
General Placement Fee	25%

Guarantee / Payment Terms

- ▶ Goodwin Recruiting guarantees that if a placed candidate leaves employment of the Company, either voluntarily or through termination, for any reason other than reduction of workforce, or if the separation is due to a clear company violation of sexual harassment, labor laws or similar legal concerns, within 90 calendar days from the candidate's start date, Goodwin Recruiting will provide a one-time replacement candidate, with a comparable base salary, at no cost to the Company. There is no cash back. Company agrees that the guarantee portion of the agreement becomes null and void if full payment is not received by the due date, if payments are made in installments or if the company fails to notify Goodwin Recruiting within 10 days of the separation and/or prior to the expiration of the guarantee period. Goodwin Recruiting aims to fulfill the replacement as soon as possible by supplying an ample number of candidates to review and consider, and the company agrees to communicate timely and provide feedback on all replacement submissions. If company does not

communicate thoroughly and timely, changes the search criteria for the position without proper explanation, insists on a replacement candidate that does not align with EEOC or other local laws, or does not coordinate an opportunity to replace the candidate within 1 year, it will be understood the replacement guarantee will be forfeited.

- ▶ The placement fee for our services becomes due in full once the candidate begins employment. Company agrees to pay invoice within 14 days of the hired Candidate's start date. Unpaid fees shall be subject to a 5% late charge. Company agrees to pay Goodwin Recruiting any and all expenses associated with failure to pay under the terms of this Fee Agreement, including but not limited to reasonable attorney and collection fees.

Details

- ▶ This agreement will remain in force unless either party submits and has ratified any changes as described below or chooses to terminate the agreement at any time providing written notice to the other party. Both parties understand that if the agreement is terminated, all terms of the agreement remain in effect for any activities or candidates submitted prior to the date of contract termination.
- ▶ The percentage placement fees above are calculated based on the 1st year projected annual base salary multiplied by the percentage rate. Sales and use taxes will be assessed on the placement fee, if applicable.
- ▶ Company agrees not to contract, pay or independently contract any Goodwin Recruiting representative without the express permission of Goodwin Recruiting. If Company hires any Goodwin Recruiting representative within 1 year of the representative's employment or Independent Contractor agreement with Goodwin Recruiting, Company agrees to pay a fee to Goodwin Recruiting that is equal to 25% of the 1st year projected annual base salary.