EXECUTIVE RECRUITMENT AGREEMENT

BY AND BETWEEN

DALLAS COUNTY, TEXAS

AND

S. RENÉE NARLOCH & ASSOCIATES

This Executive Recruitment Agreement ("Agreement") is between Dallas County, Texas ("Dallas County") and S. Renée Narloch & Associates ("Narloch") with principal offices at 2910 Kerry Forest Pkwy, Suite D4-242, Tallahassee, FL 32309 and at 1102 S. Austin Avenue, Suite 110-296, Georgetown, TX 78626.

WHEREAS, Dallas County has a vacancy for the position of Director of Human Resources and desires to develop a diverse pool of qualified candidates for consideration in filling such vacancy; and

WHEREAS, Narloch represents that it has the personnel and experience required to identify potential candidates for employment in county government and human resources and to assess the qualifications of such candidates.

NOW THEREFORE, for and in consideration of the mutual promises and covenants expressed herein, the parties agree as follows:

I.

The term of this Agreement shall be from the date of execution to June 30, 2015, unless terminated earlier as provided for in Paragraph IV. Notwithstanding anything to the contrary herein, Dallas County retains the right to extend this Agreement on a month-to-month basis in order to ensure that all services are provided under this Agreement.

II.

Narloch will assist Dallas County in the search and selection process for the position by providing administrative, logistic, and research assistance, including but not limited to:

A. Identify qualified persons as potential candidates for the position;

B. Review the qualifications of potential candidates identified by Narloch as well as those identified by Dallas County and make recommendations based upon an assessment of each candidate's qualifications related to the duties and responsibilities of the position;

C. Conduct candidate background investigation and reference interviews when requested by Dallas County; and

D. Assist with the direct recruitment of candidate(s) selected by Dallas County when requested.

III.

Narloch will be compensated by Dallas County for services performed by a flat fee of Fifteen Thousand Five Hundred Dollars ($15,500). Additionally, Dallas County agrees to reimburse Narloch for a maximum of Seven Thousand Five Hundred Dollars ($7,500) in expenses. Invoices for services and/or expenses may be submitted on a monthly basis and will be paid within thirty (30) days of receipt thereof, along with any necessary supporting documentation, including receipts, invoices and other documentation to detail work performed and expenses incurred.

IV.

Dallas County has the right to terminate this Agreement immediately upon written notice to Narloch. In the event of termination by Dallas County, Narloch shall only be entitled to payment for services performed and expenses incurred prior to the date of cancellation.

V.

A. Narloch will: 1) obtain, maintain in effect, and pay the cost of all licenses or permits necessary for Narloch's performance of this Agreement; 2) will be solely responsible for the payment of all taxes, payroll deductions, or other payments required by federal, state, or local law, ordinance, or regulation for Narloch's performance of this Agreement; and 3) will comply with, and be responsible for requiring its officers, agents, and employees to comply with, all federal, state, and local laws, ordinances, and regulations that are applicable to Narloch's performance of this Agreement, including any policies of Dallas County applicable to hiring of individuals.

B. Dallas County expects Narloch to make a good faith effort to allocate work and procurement of services, if any, under this Agreement to historically under utilized business enterprises.

VI.

Narloch will indemnify and hold harmless Dallas County and its officers and employees from all claims, demands, causes of action, and judgments for taxes, license fees, excises, fines, and penalties; wages and fringe benefits of Narloch's employees; services, supplies, or merchandise purchased by Narloch; and the injury or death of any person or damage to property that directly or indirectly result from the negligent or intentional acts or omissions of Narloch or its officers, or employees in the performance of this Agreement.

VII.

Neither party will release any information or document related to the performance of this Agreement to any third party unless required by federal or state law, regulation, or court order.

VIII.

Any notice under this Agreement shall be in writing and delivered to the party to be notified either by messenger service or United States mail. Notice will be effective upon delivery by messenger service or four (4) business days after the date of mailing by prepaid certified mail, return receipt requested. For purposes of notice, the name and address of the person to be notified on behalf of each party is as follows:

To Dallas County:

Darryl Martin
County Administrator
411 Elm Street.
2nd Floor
Dallas, TX 75202

To S. Renee Narloch & Associates:

S. Renée Narloch, President
2910 Kerry Forest Pkwy, Suite D4-242
Tallahassee, FL 32309

The name and address of the person to be notified on behalf of either party may be changed by following the provisions of this Paragraph.

IX.

Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party. Contracts by either party for obtaining services, equipment, supplies, or merchandise required for the performance of this Agreement will not be considered an assignment.

X.

The parties shall be independent contractors in the performance of this Agreement and nothing in this Agreement shall be construed to make either party the employee, agent, partner, or representative of the other. Neither party shall represent to any third party that they are the employee, agent, partner, or representative of the other party.

XI.

Any claim or cause of action that accrues to either party under this Agreement shall survive the termination of this Agreement.

XII.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter and no prior or contemporaneous agreement, written or oral, will be effective to change the terms hereof. No amendment to this Agreement will be effective unless reduced to writing and signed by an authorized representative of each party.

XIII.

The validity, interpretation, performance, and enforcement of this Agreement will be governed by the laws of the State of Texas. Venue for any action brought under or regarding this Agreement shall be exclusively in Dallas County, Texas.

S. Renee Narloch & Associates

By: _____
S. Renee Narloch

Date: 12/11/14

Dallas County, Texas

By: _____
Clay Lewis Jenkins
Dallas County Judge

Date: DEC 1 6 2014

Recommended:

By: _____
Darryl Martin
Dallas County Administrator

APPROVED AS TO FORM*:

CRAIG WATKINS
DISTRICT ATTORNEY

Teresa Guerra Snelson
Chief, Civil Division

By: _____
Chong H. Choe
Assistant District Attorney

*BY LAW, THE DISTRICT ATTORNEY'S OFFICE MAY ONLY ADVISE OR APPROVE CONTRACTS OR LEGAL DOCUMENTS ON BEHALF OF ITS CLIENTS. IT MAY NOT ADVISE OR APPROVE A LEASE, CONTRACT, OR LEGAL DOCUMENT ON BEHALF OF OTHER PARTIES. OUR REVIEW OF THIS DOCUMENT WAS CONDUCTED SOLELY FROM THE LEGAL PERSPECTIVE OF OUR CLIENT. OUR APPROVAL OF THIS DOCUMENT WAS OFFERED SOLELY FOR THE BENEFIT OF OUR CLIENT. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL, AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE ATTORNEY(S).

EXECUTIVE RECRUITMENT AGREEMENT

BY AND BETWEEN

DALLAS COUNTY, TEXAS

AND

CPS HR CONSULTING

This Executive Recruitment Agreement ("Agreement") is between Dallas County, Texas ("Dallas County") and CPS HR Consulting ("CPHR") with principal offices at 241 Lathrop Way, Sacramento, CA 95815 and at 11140 Rockville Pike, Suite 550K, Rockville, MD 20852.

WHEREAS, Dallas County has a vacancy for the position of Purchasing Director and desires to develop a diverse pool of qualified candidates for consideration in filling such vacancy; and

WHEREAS, CPHR represents that it has the personnel and experience required to identify potential candidates for employment in county government and purchasing and to assess the qualifications of such candidates.

NOW THEREFORE, for and in consideration of the mutual promises and covenants expressed herein, the parties agree as follows:

I.

The term of this Agreement shall be from the date of execution to June 30, 2015, unless terminated earlier as provided for in Paragraph IV. Notwithstanding anything to the contrary herein, Dallas County retains the right to extend this Agreement on a month-to-month basis in order to ensure that all services are provided under this Agreement.

II.

CPHR will assist Dallas County in the search and selection process for the position by providing administrative, logistic, and research assistance, including but not limited to:

A. Identify qualified persons as potential candidates for the position;

B. Review the qualifications of potential candidates identified by CPHR as well as those identified by Dallas County and make recommendations based upon an assessment of each candidate's qualifications related to the duties and responsibilities of the position;

C. Conduct candidate background investigation and reference interviews when requested by Dallas County; and

D. Assist with the direct recruitment of candidate(s) selected by Dallas County when requested.

III.

CPHR will be compensated by Dallas County for services performed by a flat fee of Seventeen Thousand Five Hundred Dollars ($17,500). Additionally, Dallas County agrees to reimburse CPHR for a maximum of Seven Thousand Dollars ($7,000) in expenses. Invoices for services and/or expenses may be submitted on a monthly basis and will be paid within thirty (30) days of receipt thereof, along with any necessary supporting documentation, including receipts, invoices and other documentation to detail work performed and expenses incurred.

IV.

Dallas County has the right to terminate this Agreement immediately upon written notice to CPHR. In the event of termination by Dallas County, CPHR shall only be entitled to payment for services performed and expenses incurred prior to the date of cancellation.

V.

A. CPHR will: 1) obtain, maintain in effect, and pay the cost of all licenses or permits necessary for CPHR's performance of this Agreement; 2) be solely responsible for the payment of all taxes, payroll deductions, or other payments required by federal, state, or local law, ordinance, or regulation for CPHR's performance of this Agreement; and 3) comply with, and be responsible for requiring its officers, agents, and employees to comply with, all federal, state, and local laws, ordinances, and regulations that are applicable to CPHR's performance of this Agreement, including any policies of Dallas County applicable to hiring of employees.

B. Dallas County expects CPHR to make a good faith effort to allocate work and procurement of services, if any, under this Agreement to historically under utilized business enterprises.

VI.

CPHR will indemnify and hold harmless Dallas County and its officers and employees from all claims, demands, causes of action, and judgments for taxes, license fees, excises, fines, and penalties; wages and fringe benefits of CPHR's employees; services, supplies, or merchandise purchased by CPHR; and the injury or death of any person or damage to property that directly or indirectly result from the negligent or intentional acts or omissions of CPHR or its officers, or employees in the performance of this Agreement.

VII.

Neither party will release any information or document related to the performance of this Agreement to any third party unless required by federal or state law, regulation, or court order.

VIII.

Any notice under this Agreement shall be in writing and delivered to the party to be notified either by messenger service or United States mail. Notice will be effective upon delivery by messenger service or four (4) business days after the date of mailing by prepaid certified mail, return receipt requested. For purposes of notice, the name and address of the person to be notified on behalf of each party is as follows:

To Dallas County:

Darryl Martin
County Administrator
411 Elm Street.
2nd Floor
Dallas, TX 75202

To CPS HR Consulting:

Jerry Greenwell, Chief Executive Officer
241 Lathrop Way
Sacramento, CA 95815

The name and address of the person to be notified on behalf of either party may be changed by following the provisions of this Paragraph.

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XII.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter and no prior or contemporaneous agreement, written or oral, will be effective to change the terms hereof. No amendment to this Agreement will be effective unless reduced to writing and signed by an authorized representative of each party.

XIII.

The validity, interpretation, performance, and enforcement of this Agreement will be governed by the laws of the State of Texas. Venue for any action brought under or regarding this Agreement shall be exclusively in Dallas County, Texas.

CPS HR Consulting

By: _____
Jerry Greenwell, Chief Executive Officer

Date: 12-17-14

Dallas County, Texas

By: _____
Clay Lewis Jenkins
Dallas County Judge

Date: DEC 16 2014

Recommended:

By: _____
Darryl Martin
Dallas County Administrator

APPROVED AS TO FORM*:

CRAIG WATKINS
DISTRICT ATTORNEY

Teresa Guerra Snelson
Chief, Civil Division

By: _____
Chong H. Choe
Assistant District Attorney

*BY LAW, THE DISTRICT ATTORNEY'S OFFICE MAY ONLY ADVISE OR APPROVE CONTRACTS OR LEGAL DOCUMENTS ON BEHALF OF ITS CLIENTS. IT MAY NOT ADVISE OR APPROVE A LEASE, CONTRACT, OR LEGAL DOCUMENT ON BEHALF OF OTHER PARTIES. OUR REVIEW OF THIS DOCUMENT WAS CONDUCTED SOLELY FROM THE LEGAL PERSPECTIVE OF OUR CLIENT. OUR APPROVAL OF THIS DOCUMENT WAS OFFERED SOLELY FOR THE BENEFIT OF OUR CLIENT. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL, AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE ATTORNEY(S).