

INVOICE

T2300564

Secure HR Pro, LLC
1111 3rd Ave W
Bradenton, FL 34205

dennis.cooley@securehrpro.com
+1 (941) 737-6450



Manatee County Government

Bill to

Manatee County Government
1112 Manatee Ave W
Ste. 803
Bradenton, FL 34205 USA

Invoice details

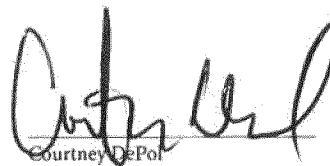
Invoice no.: 1002
Terms: Due on receipt
Invoice date: 09/12/2023
Due date: 09/12/2023

Product or service		Amount
1. Human Resource Assessment	1 unit × \$10,000.00	\$10,000.00
HR Assessment Lite, 125 hours, Phase 1, Payment #1, Reference# 23R082620JE		

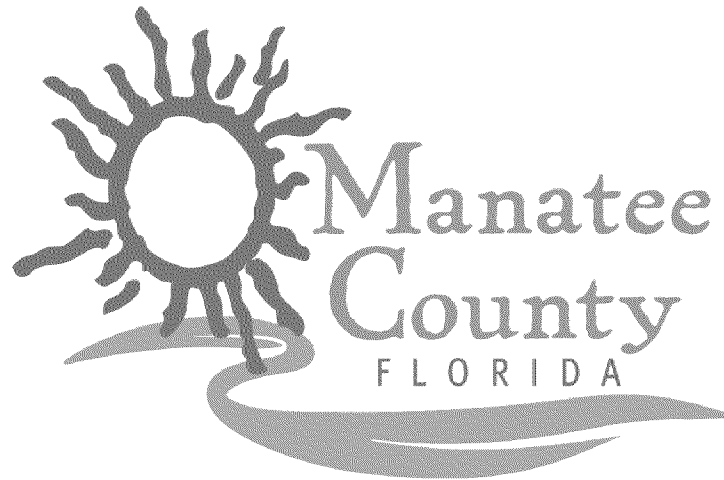
Total \$10,000.00

Note to customer

Phase 1, Payment 1


Courtney DePol

SIGN HERE



AGREEMENT No. 23-R082620JE

**HUMAN RESOURCES ASSESSMENT AND
CONSULTING SERVICES**

between

**MANATEE COUNTY
(COUNTY)**

and

**SECURE HR, LLC
(CONTRACTOR)**

AGREEMENT FOR HUMAN RESOURCES ASSESSMENT AND CONSULTING SERVICES

THIS AGREEMENT is made and entered into as of this 22nd day of August, 2023 (“Effective Date”), by and between **MANATEE COUNTY**, a political subdivision of the State of Florida, (“**COUNTY**”), with offices located at 1112 Manatee Avenue West, Bradenton, Florida 34205, and **SECURE HR, LLC**, a Florida limited liability company, (“**CONTRACTOR**”) with offices located at 1111 3rd Avenue West, Suite 250, Bradenton, FL 34205, and duly authorized to conduct business in the State of Florida. **COUNTY** and **CONTRACTOR** are collectively referred to as the “Parties” and individually as “Party.”

WHEREAS, **CONTRACTOR** engages in the business of human resources assessment and consulting services; and

WHEREAS, **COUNTY** has determined that it is necessary, expedient and in the best interest of **COUNTY** to retain **CONTRACTOR** to render the non-professional services described in this Agreement; and

WHEREAS, this Agreement is a single source contract in accordance with the Manatee County Procurement Code.

NOW, THEREFORE, the **COUNTY** and **CONTRACTOR**, in consideration of the mutual covenants, promises, and representations contained herein, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

ARTICLE 1. SCOPE OF SERVICES

CONTRACTOR shall provide non-professional services as described in **Exhibit A**, Scope of Services (“Services”). “Task” as used in this Agreement, refers to particular categories/groupings of Services specified in **Exhibit A**.

ARTICLE 2. EXHIBITS INCORPORATED

This Agreement consists of a primary contract and five (5) exhibits, which are as follows:

- Exhibit A** Scope of Services
- Exhibit B** Fee Rate Schedule
- Exhibit C** Contractor Proposal
- Exhibit D** Affidavit of No Conflict
- Exhibit E** Insurance and Bond Requirements

These Exhibits are attached hereto and are incorporated into this Agreement. In the event of a conflict between the terms and conditions provided in the Articles of this Agreement and any Exhibit, the provisions contained within these Articles shall prevail unless the Exhibit specifically states that it shall prevail.

ARTICLE 3. AGREEMENT TERM

- A. This Agreement shall commence on the Effective Date and remain in force for an initial term of one (1) year, unless terminated by COUNTY pursuant to Article 9.
- B. COUNTY reserves the right to extend the initial term of one (1) year for an additional two (2), one (1)-year periods.

ARTICLE 4. COMPENSATION

- A. CONTRACTOR shall be compensated for the Services and all expenditures incurred in providing the Services.
- B. The fee rates specified in **Exhibit B** shall be the total compensation for the Services and shall contain all applicable costs, to include salaries, office operation, transportation, equipment, overhead, general and administrative, incidental expenses, fringe benefits and operating margin.

ARTICLE 5. INVOICES AND TIME OF PAYMENT

- A. Subject to the provisions of this Agreement, COUNTY shall pay CONTRACTOR for the Services at a rate of compensation according to the deliverable payment schedule stated in **Exhibit B**.
- B. COUNTY shall approve of all invoices prior to payment.
- C. COUNTY shall have forty-five (45) days from the receipt of an invoice seeking payment of fees or costs to either pay the invoice, or notify CONTRACTOR that the deliverable, or any part thereof, is unacceptable.
- D. COUNTY shall have the right to retain from any payment due CONTRACTOR under this Agreement, an amount sufficient to satisfy any amount of liquidated damages due and owing to COUNTY by CONTRACTOR on any other Agreement between CONTRACTOR and COUNTY.
- E. All costs of providing the Services shall be the responsibility of CONTRACTOR.
- F. Any dispute between COUNTY and CONTRACTOR with regard to the Services or CONTRACTOR'S invoice shall be resolved pursuant to the dispute resolution procedures established by Manatee County Procurement Code and Article 12 of this Agreement.

ARTICLE 6. RESPONSIBILITIES OF CONTRACTOR

- A. CONTRACTOR shall appoint an Agent with respect to the Services to be performed by CONTRACTOR pursuant to this Agreement. CONTRACTOR'S Agent shall have the authority to make representations on behalf of CONTRACTOR, receive information, and interpret and define the needs of CONTRACTOR and make decisions pertinent to the

Services. CONTRACTOR'S Agent shall have the right to designate other employees of CONTRACTOR to serve in his or her absence. CONTRACTOR reserves the right to designate a different agent, provided that COUNTY is given advance written notice thereof.

- B. CONTRACTOR shall perform the Services in accordance with the terms and conditions of this Agreement.
- C. CONTRACTOR shall ensure that all employees assigned to render the Services are duly qualified, registered, licensed or certified to provide the Services required.
- D. CONTRACTOR shall be responsible for collecting all existing data required for the successful completion of each Task.
- E. CONTRACTOR shall not engage in any obligations, undertakings, contracts or professional obligations that create a conflict of interest, or even an appearance of a conflict of interest, with respect to the Services. CONTRACTOR attests to this via an Affidavit of No Conflict, **Exhibit C**.
- F. CONTRACTOR shall be entitled to rely upon information provided from COUNTY. Information may include, but is not limited to, additional services, consultations, investigations, and reports necessary for the execution of CONTRACTOR'S work under this Agreement. CONTRACTOR shall be fully responsible for verifying, to the extent practicable, documents and information provided by COUNTY and identifying any obvious deficiencies concerning the documents and information provided. CONTRACTOR shall notify COUNTY of any errors or deficiencies noted in such information provided and assist, to the extent practicable, COUNTY in the identification and resolution of same. CONTRACTOR agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed under this Agreement.
- G. CONTRACTOR shall be responsible for the professional quality and technical accuracy of the Services and any other services furnished by CONTRACTOR under this Agreement. CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in the Services.
- H. CONTRACTOR shall maintain an adequate and competent staff of professionally qualified persons during the term of this Agreement for the purpose of rendering the required Services hereunder. CONTRACTOR shall not sublet, assign or transfer any Services without prior written consent of COUNTY.
- I. COUNTY may require in writing that CONTRACTOR remove from the Services any of CONTRACTOR'S personnel that COUNTY determines to be incompetent, careless or otherwise objectionable. No claims for an increase in compensation or agreement term based on COUNTY'S use of this provision will be valid.
- J. CONTRACTOR understands and agrees that this is a firm fixed price contract and that there shall be no allowances or reimbursement for any cost whatsoever except as

otherwise explicitly provided in this Agreement. CONTRACTOR agrees to fulfill its obligations under this Agreement, regardless of cost, for the sole and sufficient compensation stated in Exhibit B with no expectation of additional compensation. COUNTY will not be obligated to pay CONTRACTOR any amount in excess of the firm fixed price specified in Exhibit B.

ARTICLE 7. RESPONSIBILITIES OF COUNTY

- A. COUNTY shall, through its County Administrator, appoint an individual to serve as County Representative. The County Representative shall have the authority to transmit instructions, receive information, interpret and define the policy of COUNTY and make decisions pertinent to the Services. COUNTY reserves the right to designate a different County Representative, provided that CONTRACTOR is given advance written notice thereof.
- B. COUNTY shall make available, at no cost to CONTRACTOR, information relative to the project that is useful in the performance of the Services.
- C. COUNTY shall provide prompt notice to CONTRACTOR whenever COUNTY observes or otherwise becomes aware of any defect in the performance of the Services.
- D. COUNTY shall give careful and reasonable consideration to the findings and recommendations of CONTRACTOR and shall respond and issue notices to proceed in a timely manner.
- E. COUNTY personnel shall be available on a time-permitting basis, where required and necessary to assist CONTRACTOR. The availability and necessity of said personnel to assist CONTRACTOR shall be at the discretion of COUNTY.
- F. COUNTY shall perform the responsibilities enumerated in this Article at no cost to CONTRACTOR.

ARTICLE 8. COUNTY OWNERSHIP OF WORK PRODUCT

The Parties agree that COUNTY shall have exclusive ownership of all reports, documents, designs, ideas, materials, reports, concepts, plans, creative works, and other work product developed for or provided to COUNTY in connection with this Agreement, and all patent rights, copyrights, trade secret rights and other intellectual property rights relating thereto (collectively “the Intellectual Property”). CONTRACTOR hereby assigns and transfers all rights in the Intellectual Property to COUNTY. CONTRACTOR further agrees to execute and deliver such assignments and other documents as COUNTY may later require to perfect, maintain and enforce COUNTY’S rights as sole owner of the Intellectual property, including all rights under patent and copyright law.

ARTICLE 9. TERMINATION OF AGREEMENT

A. TERMINATION FOR CAUSE:

- 1. COUNTY shall have the right, by written notice to CONTRACTOR, to terminate this

Agreement, in whole or in part, for failure to substantially comply with the terms and conditions of this Agreement, to include:

- a. Failure to provide Services that comply with the specifications herein or that fail to meet COUNTY'S performance standards;
 - b. Failure to perform the Services within the time specified in this Agreement; or
 - c. Work that is at a rate that disrupts the overall performance of this Agreement.
2. Prior to termination for default, COUNTY shall provide adequate written notice to CONTRACTOR, affording CONTRACTOR the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action.
 3. Such termination may also result in suspension or debarment of CONTRACTOR in accordance with Manatee County's Procurement Ordinance, Chapter 2-26. CONTRACTOR shall be liable for any damage to COUNTY resulting from CONTRACTOR'S default of the Agreement.
 4. In the event of termination of this Agreement, CONTRACTOR shall be liable for any damage to COUNTY resulting from CONTRACTOR'S default of this Agreement. This liability includes any increased costs incurred by COUNTY in completing performance under this Agreement.
 5. In the event of termination by COUNTY for any cause, CONTRACTOR shall not have any right or claim against COUNTY for lost profits or compensation for lost opportunities. After a receipt of COUNTY'S Notice of Termination and except as otherwise directed by COUNTY, CONTRACTOR shall:
 - a. Stop the Services on the date and to the extent specified;
 - b. Terminate and settle all orders and subcontracts relating to the performance of the terminated Services;
 - c. Transfer all work in process, completed work, and other materials related to the terminated Services as directed by COUNTY; and
 - d. Continue and complete all parts of the Services that have not been terminated.

B. TERMINATION WITHOUT CAUSE:

COUNTY may terminate this Agreement, in whole or in part, without cause. COUNTY shall provide CONTRACTOR a written "Notice of Intent to Terminate" thirty (30) days prior to the date of termination. If this Agreement is terminated by the COUNTY without cause, CONTRACTOR shall be entitled to payment for all Services performed to the satisfaction of the COUNTY and all expenses incurred under this Agreement prior to termination, less any costs, expenses or damages due to the failure of the CONTRACTOR to properly perform pursuant to this Agreement. CONTRACTOR shall not be entitled to any other compensation, including anticipated profits on unperformed Services.

ARTICLE 10. TRANSITION SERVICES UPON TERMINATION

Upon termination or expiration of this Agreement, CONTRACTOR shall cooperate with COUNTY to assist with the orderly transfer of the Services provided by CONTRACTOR to COUNTY. Prior to termination or expiration of this Agreement, COUNTY may require CONTRACTOR to perform and, if so required, CONTRACTOR shall perform, certain transition services necessary to shift the Services to another provider or to COUNTY itself as described below (the "Transition Services"). The Transition Services may include but shall not be limited to:

- A. Working with COUNTY to jointly develop a mutually agreed upon Transition Services plan to facilitate the termination of the Services;
- B. Executing the Transition Services plan activities;
- C. Answering questions regarding the Services on an as-needed basis; and
- D. Providing such other reasonable Services needed to effectuate an orderly transition to a new service provider or to COUNTY.

ARTICLE 11. DISPUTE RESOLUTION

- A. Disputes shall be resolved in accordance with the Manatee County Purchasing Code (Chapter 2-26 of the Manatee County Code of Ordinances). Any dispute resolution constituting a material change in this Agreement shall not be final until an amendment to this Agreement has been approved and executed by the County Purchasing Official.
- B. CONTRACTOR agrees it must exhaust all dispute resolution procedures set forth in Manatee County's Procurement Code prior to instituting any action in state or federal court or before any administrative agency or tribunal.

ARTICLE 12. COMPLIANCE WITH LAWS

All Services rendered or performed by CONTRACTOR pursuant to the provisions of this Agreement shall be in compliance with all applicable local, state and federal laws and ordinances. CONTRACTOR shall have and keep current at all times during the term of this Agreement all licenses and permits as required by law.

ARTICLE 13. NON-DISCRIMINATION

CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, sex, creed, national origin, disability or age, and will take affirmative action to ensure that all employees and applicants are afforded equal employment opportunities. Such action will be taken with reference to, but shall not be limited to, recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of training or retraining (including apprenticeship and on-the-job training).

ARTICLE 14. MAINTENANCE OF RECORDS; AUDITS; LICENSES

- A. CONTRACTOR shall maintain records, accounts, property records, and personnel records in

accordance with generally accepted accounting principles, as deemed necessary by COUNTY to assure proper accounting of funds and compliance with the provisions of this Agreement.

- B. CONTRACTOR shall provide COUNTY all information, reports, records and documents required by this Agreement or by COUNTY ordinances, rules or procedures, or as needed by COUNTY to monitor and evaluate CONTRACTOR'S performance. Such materials shall also be made available to COUNTY upon request for auditing purposes. Inspection or copying will occur during normal business hours, and as often as COUNTY may deem necessary. COUNTY shall have the right to obtain and inspect any audit pertaining to the performance of this Agreement or CONTRACTOR made by any local, state or federal agency. To the extent such materials are in the possession of a third party, CONTRACTOR must obtain them from that third party, or certify in writing to COUNTY why it was unable to do so. CONTRACTOR shall retain all records and supporting documents related to this Agreement in accordance with all applicable laws, rules and regulations, and, at a minimum, retain all records and supporting documents related to this Agreement, except duplicate copies or drafts, for at least three (3) years after the termination date.
- C. CONTRACTOR shall obtain any licenses required to provide the Services and maintain full compliance with any licensure requirements. Copies of reports provided to or by any licensing or regulatory agency shall be forwarded to COUNTY within ten (10) days of receipt by CONTRACTOR. CONTRACTOR shall immediately notify COUNTY if the required licenses of any of its principles or agents working on this Agreement are terminated, suspended, revoked or are otherwise invalid and/or are no longer in good standing.

ARTICLE 15. PUBLIC RECORDS

Pursuant to Florida Statutes §119.0701, to the extent CONTRACTOR is performing services on behalf of COUNTY, CONTRACTOR shall:

- A. Keep and maintain public records that would ordinarily be required by COUNTY to perform the service.
- B. Upon request from COUNTY'S custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if CONTRACTOR does not transfer the records to COUNTY.
- D. Upon completion of this Agreement, transfer, at no cost, to COUNTY all public records in possession of CONTRACTOR or keep and maintain public records required by COUNTY to perform the service. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records

that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Phone: 941.742.5845

Email: Debbie.Scaccianoce@mymanatee.org

**Mail or hand delivery:
Attn: Records Manager
1112 Manatee Avenue West
Bradenton, FL 34205**

ARTICLE 16. INDEMNIFICATION

- A. Each Party shall defend, indemnify, save and hold harmless the other, its officers, employees and agents, from any and all third-party claims, liabilities, loss, or cause of action for property damage or bodily injury, including death, arising out of any negligent actions or omissions of the indemnifying Party, its agents, officers, employees or agents in the performance of this Agreement, including without limitation, defects in design, or errors or omissions that result in material cost increases to the indemnified Party. Such indemnification shall include, but not be limited to, the payment of all valid claims, losses, and judgements of any nature whatsoever in connection therewith and the payment of all related fees and costs, including attorneys' fees, incurred by the indemnified Party in connection with the indemnifying Party's activities arising out of the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified Party or person described in this paragraph or deemed to affect the rights, privileges and immunities of COUNTY as set forth in Section 768.28, Florida Statutes.
- B. CONTRACTOR will indemnify, defend, save and hold harmless the COUNTY, its officers, and employees all third-party claims, liabilities, loss, or cause of action that the Services constitutes an infringement of any third-party intellectual property right(s), unless such claim is based on COUNTY'S wrongful or illegitimate use of the Services. The foregoing states the entire liability of CONTRACTOR and the sole and exclusive remedy for COUNTY with respect to any third-party claim of infringement or misappropriation of intellectual property rights. Such indemnification shall include, but not be limited to, the payment of all valid

claims, losses, and judgments of any nature whatsoever in connection therewith and the payment of all related fees and costs, including attorneys' fees.

ARTICLE 17. NO WAIVER OF SOVEREIGN IMMUNITY

Nothing herein shall be interpreted as a waiver by COUNTY of its rights, including the limitations of the waiver of immunity as set forth in Section 768.28, Florida Statutes, or any other applicable statutes or immunities. COUNTY expressly reserves these rights to the full extent allowed by law.

ARTICLE 18. INSURANCE

- A. CONTRACTOR shall, at its own cost and expense, acquire and maintain (and cause any subcontractors, representatives, or agents to acquire and maintain) insurance policies that comply with the Insurance Requirements, attached as **Exhibit D**, during the term of this Agreement, to include any renewal terms.
- B. Certificates of Insurance and copies of policies evidencing the insurance coverage specified in **Exhibit D** shall be filed with the Purchasing Official before the Effective Date of this Agreement. The required certificates shall identify the type of policy, policy number, date of expiration, amount of coverage, companies affording coverage, shall refer specifically to the title of this Agreement, and shall name Manatee County as an additional insured. No changes shall be made to the insurance coverage without prior written approval by COUNTY'S Risk Management Division.
- C. Insurance shall remain in force for at least three (3) years after completion of the Services in the amounts and types of coverage as required by **Exhibit D**, including coverage for all Services completed under this Agreement.
- D. If the initial insurance expires prior to the termination of this Agreement, renewal Certificates of Insurance and required copies of policies shall be furnished by CONTRACTOR and delivered to the Purchasing Official thirty (30) days prior to the date of their expiration.

ARTICLE 19. SOLICITATION OF AGREEMENT

CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than an employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, contingent fee, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, COUNTY shall have the right to annul this Agreement without liability, or at its discretion, to deduct from this Agreement price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

ARTICLE 20. ASSIGNMENT AND SUBCONTRACTING

CONTRACTOR shall not assign or transfer any right or duty under this Agreement to any other Party without the prior written consent of COUNTY. In the event CONTRACTOR asserts it is

necessary to utilize the services of third parties to perform any of the Services, CONTRACTOR shall first obtain prior written approval of COUNTY.

Approval to utilize any third party shall not relieve CONTRACTOR from any direct liability or responsibility to COUNTY pursuant to the provisions of this Agreement, or obligate COUNTY to make any payments other than payments due to CONTRACTOR as outlined in this Agreement. All terms and conditions of this Agreement shall extend to and be binding on any approved purchaser, assignee, or other successor in interest.

Assignment, pledging, sale, transfer or encumbering of any interest or rights under this Agreement, to anyone other than the CONTRACTOR, without the prior written consent of the COUNTY, shall be grounds for immediate termination of this Agreement.

ARTICLE 21. CERTIFICATION OF NON-PAYMENT OF COMMISSION OR GIFT

CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than an employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, contingent fee, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, COUNTY shall have the right to annul this Agreement, without liability or at its discretion to deduct from the agreement price consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

ARTICLE 22. KEY PERSONNEL

The following key personnel shall be the COUNTY primary contacts assigned to this Agreement by CONTRACTOR:

Dennis Cooley, President

CONTRACTOR shall notify the COUNTY in writing within ten (10) business days of any changes to the key personnel.

ARTICLE 23. SUB-CONTRACTORS

If it is determined by either party that a sub-contractor will be required in order to complete the services as described in **Exhibit A**, CONTRACTOR shall request the use of a sub-contractor in writing and receive prior written approval from COUNTY.

ARTICLE 24. LIABILITY FOR NEGLIGENCE.

To the fullest extent allowed by law, the individuals performing the Services pursuant to this Agreement shall be personally liable for negligent acts or omissions. To the fullest extent allowed by law, CONTRACTOR shall likewise be liable for negligent acts or omissions in the performance of the Services.

ARTICLE 25. NOTICES

All notices, requests and authorizations provided for herein shall be in writing and shall be delivered by hand or mailed through the U.S. Mail, addressed as follows:

To COUNTY: Manatee County Government
 County Administration
 Attn: County Administrator, or designee
 1112 Manatee Avenue West
 Bradenton, FL 34205
 Phone: (941) 748-4501

To CONTRACTOR: Secure HR, LLC
 Attn: President
 Dennis Cooley
 1111 3rd Avenue West, Suite 250
 Bradenton, FL
 Phone: (941) 896-4880
 Email: dennis.cooley@securehr.com

ARTICLE 26. RELATIONSHIP OF PARTIES

The relationship of CONTRACTOR to COUNTY shall be that of an independent contractor. Nothing herein contained shall be construed as vesting or delegating to CONTRACTOR or any of the officers, employees, personnel, agents, or sub-contractors of CONTRACTOR any rights, interest or status as an employee of COUNTY. COUNTY shall not be liable to any person, firm or corporation that is employed by Agreements or provides goods or services to CONTRACTOR in connection with this Agreement or for debts or claims accruing to such parties. CONTRACTOR shall promptly pay, discharge or take such action as may be necessary and reasonable to settle such debts or claims.

ARTICLE 27. NO CONFLICT

By accepting award of this Agreement, CONTRACTOR, which shall include its directors, officers and employees, represents that it presently has no interest in and shall acquire no interest in any business or activity which would conflict in any manner with the performance of duties or Services required hereunder.

ARTICLE 28. ETHICAL CONSIDERATIONS

CONTRACTOR recognizes that in rendering the Services, CONTRACTOR is working for the residents of Manatee County, Florida, subject to public observation, scrutiny and inquiry; and based upon said recognition CONTRACTOR shall, in all of its relationships with COUNTY pursuant to this Agreement, conduct itself in accordance with all of the recognized applicable ethical standards set by any related national societies, and the reasonable traditions to perform the Services. CONTRACTOR shall be truthful in its communications with COUNTY personnel regarding matters pertaining to this Agreement and the Services rendered to COUNTY.

ARTICLE 29. PUBLIC ENTITY CRIMES

CONTRACTOR has been made aware of the Florida Public Entity Crimes Act, Florida Statutes § 287.133, specifically section 2(a), and COUNTY'S requirement that CONTRACTOR comply with it in all respects prior to and during the term of this Agreement.

ARTICLE 30. TAXES

COUNTY is exempt from Federal Excise and State Sales Taxes (F.E.T. Exemption Certificate No. 59-78-0089K; FL Sales Tax Exemption Certificate No. 51-02-027548-53C). Therefore, CONTRACTOR is prohibited from charging or imposing any sales or service taxes. Nothing herein shall affect CONTRACTOR'S normal tax liability.

CONTRACTOR shall be responsible for payment of federal, state, and local taxes which may be imposed upon CONTRACTOR under applicable law to the extent that CONTRACTOR is responsible for the payment of same under applicable law.

ARTICLE 31. FORCE MAJEURE

Neither Party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations or any of them is delayed or prevented by Force Majeure.

Force Majeure shall include, but not be limited to, hostility, revolution, civil commotion, strike, epidemic, accident, fire, flood, wind, earthquake, hurricane, explosion, lack of or failure of transportation facilities, any law, proclamation, regulation, ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause, whether or not enumerated in this Article, is beyond the control and without the fault or negligence of the Party seeking relief under this Article.

ARTICLE 32. GOVERNING LAW, JURISDICTION AND VENUE

This Agreement shall be governed by the laws of the State of Florida. Any action filed regarding this Agreement will be filed only in Manatee County, Florida, or if in Federal Court, the Middle District of Florida, Tampa Division.

ARTICLE 33. ATTORNEY FEES

In the event of any litigation arising under the terms of this Agreement, each Party shall be responsible for their own attorney's fees, including appellate fees, regardless of the outcome of the litigation.

ARTICLE 34. PATENT AND COPYRIGHT RESPONSIBILITY

Any material or design specified by CONTRACTOR or supplied by CONTRACTOR pursuant to this Agreement shall not knowingly infringe any patent or copyright, and CONTRACTOR shall be solely responsible for securing any necessary licenses required for patented or copyrighted material utilized by CONTRACTOR in the performance of the Services.

ARTICLE 35. AMENDMENTS

This Agreement and Exhibits referenced herein constitute the entire Agreement between the Parties with respect to subject matter and mutually agree that no verbal agreements, representations, warranties or other understandings affecting the same exist. No amendment hereof shall be effective until and unless reduced to writing and executed by the Parties. The Parties shall execute any additional documents as may be necessary to implement and carry out the intent of this Agreement.

ARTICLE 36. SEVERABILITY

It is understood and agreed by the Parties hereto that if any part, term, or provision of this Agreement is held to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular part, term or provision held to be invalid.

ARTICLE 37. LEGAL REFERENCES

All references to statutory sections or chapters shall be construed to include subsequent amendments to such provisions, and to refer to the successor provision of any such provision. References to “applicable law” and “general law” shall be construed to include provisions of local, state and federal law, whether established by legislative action, administrative rule or regulation, or judicial decision.

ARTICLE 38. HEADINGS, CONSTRUCTION

The Parties agree that they have each participated in the drafting of this Agreement and that the rules with respect to construing ambiguities against the drafter of a contract shall not apply in any action or litigation regarding this Agreement. All articles and descriptive headings of paragraphs of this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

ARTICLE 39. TIME

For purposes of computing any period of number of days hereunder for notices or performance of ten (10) days or less, Saturdays, Sundays and holidays shall be excluded, unless otherwise stated.

ARTICLE 40. AUTHORITY TO EXECUTE

Each of the Parties hereto covenants to the other Party that it has lawful authority to enter into this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed effective as of the date set forth above.

SECURE HR, LLC

By: 

Printed Name: Dennis Cooley

Title: President

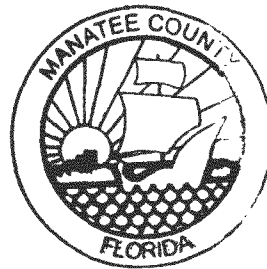
Date: 8/3/2023

MANATEE COUNTY, FLORIDA

By: Its Board of County Commissioners

BY: 
Chairperson

Date: 8/22/23



ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER


BY: 
Deputy Clerk

EXHIBIT A, SCOPE OF SERVICES

CONTRACTOR shall provide a systematic and comprehensive evaluation of the COUNTY's Human Resources (HR) functions, policies, processes, and practices. The primary objective is to assess the overall effectiveness and efficiency of HR activities and identify areas for improvement.

The project will be broken down into two (2) phases. CONTRACTOR shall conduct the assessment both on-site and remotely. On-site requirements will be primarily focused on in-person interviews and the review of required information that cannot be supplied for off-site review.

The phases will be initially focused on the following topics:

1. Phase 1
 - a. General Human Resources Administration
 - b. Equal Employment Opportunity Practices
 - c. Recruiting, Onboarding & Employment Practices
 - d. Employee Handbook and / or Personnel Policy
 - e. Employee Relations
 - f. Discipline & Termination
 - g. Training and Development
 - h. AD HOC HR Advisory Support

2. Phase 2
 - a. Compensation & Salary Administration
 - b. Payroll Administration
 - c. Leave Policies
 - d. Files & Records

Additional Services at the Request of the County

At the written request of the County, additional services shall be negotiated on an as-needed fixed fee per deliverable basis.

EXHIBIT B, FEE RATE SCHEDULE

Task Description	Fee Rate
HR Assessment	\$18,750.00
Ad Hoc HR Services	\$100.00 per hour

[Remainder of page intentionally left blank]

EXHIBIT C, CONTRACTOR PROPOSAL



Manatee County Government Human Resources Assessment

Service Requirements

Project Approach

Secure HR will provide a systematic and comprehensive evaluation of the Manatee County Government's Human Resources functions, policies, processes, and practices. The primary objective is to assess the overall effectiveness and efficiency of HR activities and identify areas for improvement.

The project will be broken down into two phases. Secure HR will conduct the assessment both on-site and remotely. On-site requirements will be primarily focused on in-person interviews and the review of required information that cannot be supplied for off-site review.

Broadly, the phases will be focused on the following topics:

Phase 1:

1. General Human Resources Administration
2. Equal Employment Opportunity Practices
3. Recruiting, Onboarding & Employment Practices
4. Employee Handbook and/or Employment Policies
5. Employee Relations
6. Discipline & Termination
7. Training and Development
8. AD HOC HR Advisory Support

Phase 2:

1. Compensation & Salary Administration
2. Payroll Administration
3. Leave Policies
4. Files & Records

Secure HR is prepared to accommodate the Manatee County Government's dynamic human resources needs. If additional services are needed, they can be requested by the Manatee County Government and shall be negotiated on an as-needed fixed fee per deliverable basis.

Confidentiality

At all times, we will maintain strict confidentiality in all our findings related to sensitive employee-specific information. Confidentiality is of utmost importance in the field of human resources due to the sensitive nature of the information handled and the need to protect the privacy and rights of employees. Confidentiality is an essential component of professional ethics in HR. As human resources professionals, we are entrusted with confidential information that should not be shared or used for personal gain. Adhering to strict confidentiality standards demonstrates our professionalism, integrity, and ethical behavior. Confidentiality in human resources is essential for building trust, protecting employee privacy, complying with legal requirements, preventing discrimination, managing risks, and upholding professional ethics. By maintaining confidentiality, Secure HR can create a safe and respectful environment where employees feel comfortable sharing information, seeking assistance, and resolving issues, contributing to a positive work culture and organizational success.

Phase 1

The assessment will require time to collect and review documents and processes both before and after the onsite review. It will be important for Secure HR to have adequate time to perform an appropriate review ensuring that Manatee County Government gets meaningful feedback. Secure HR is requesting 2-3 days onsite to conduct the necessary interviews and any additional assessment needs that require being onsite. This visit will include two qualified HR professionals to conduct the assessment. Upon completion of the assessment, Secure HR will compile the results into a comprehensive summary report to be presented to the appropriate stakeholders at the Manatee County Government.

The assessment will take place in 5 steps.

1. Document and information collection - estimate of 2 weeks
2. Documentation and Information Review - estimate of 1 week
3. Onsite Interviews and Review - estimate of 2 - 3 days
4. Analysis and Assessment - estimate of 2 weeks
5. State of Human Resources Presentation - 1 day

The review process will be ongoing as data is collected but will need to be reviewed and analyzed as a whole once the collection process is complete at each step. This process occurs primarily in steps 2-4. Step 1 timeframe will primarily depend on the Manatee County Government's ability to supply the required information.

In the event there is a need for additional documentation or questions for staff, Secure HR may reach out to the appropriate person to coordinate the needs of the request.

Step 1 - Document and information collection

A quality HR assessment for an organization like Manatee County Government cannot be completed in 2-3 days onsite alone. We will need some documents in advance of the onsite review, digital copies when possible and physical copies when not. Based on the topics to be covered in Phase 1 we will need the following documents to begin the assessment process:

1. Current Employee Handbook in pdf (Topics 1.2-1.6)
2. Drug free workplace policy (Topic 1.1)
3. 15 job descriptions for exempt employees and 15 job descriptions for non-exempt employees in pdf (Topic 1.1)
4. Employee roster excluding employee names, but should contain race, age, gender, department, and job title (Topic 1.2)
5. EEO reports, including EEO-1 (Topic 1.2)
6. Affirmative Action Plan (AAP) documents, if applicable (Topics 1.1-1.3)
7. Contact list of stakeholders to schedule interviews that includes name, position, phone number, and email address. The list of stakeholders should include the manager of the following departments and at least one division manager from each department (Topics All):
 - a. Community & Veterans Services
 - b. Convention & Visitors Bureau
 - c. County Administration
 - d. County Attorney
 - e. Development Services
 - f. Financial Management
 - g. Human Resources
 - h. Information Technology Services
 - i. Manatee County Public Library System
 - j. Natural Resources
 - k. Property Management
 - l. Public Safety
 - m. Public Works
 - n. Sports and Leisure Services
 - o. Utilities
8. Copy of your employment application, applicant review policies and procedures, in pdf. This should include E-Verify procedures. (Topic 1.3)
9. Sample of fifty (50) applicant files (Topic 1.3)
10. Copy of your interview processes and procedures in pdf (Topic 1.3)
11. Sample of fifty (50) I-9's (Topic 1.3)
12. Copy of the probationary period and introductory period policies (Topic 1.3)
13. Sample of fifty (50) employment offer letters (Topics 1.1-1.5)

14. Copy of your HR policies and procedures related to filing and dealing with harassment and complaints in pdf (Topic 1.5)
15. Copy of your employment review policies and procedures in pdf (Topic 1.5)
16. Copy of your policies and procedures dealing with the employees' concealed carry rights (Topic 1.5)
17. Copy of your employment verification policies and procedures (Topic 1.5)
18. Copy of your OSHA logs for the last 3 years (Topic 1.5)
19. Catalog of the training and development courses provided to employees at different levels, including any supervisory development training provided (Topic 1.5)
20. Copies of disciplinary action forms, including Performance Improvement Plans (Topic 1.5 & 1.6)
21. SOP for the onboarding process (Topics 1.1-1.5)
22. Copy of anti-harassment, discrimination, and HIPPA training programs or documents (Topic 1.7)
23. Copy of Leave of Absence Agreement and documentation (Topics 1.5 & 1.8)
24. Copy of Unemployment Claims management processes (Topic 1.6)
25. Current turnover statistics (Topic 1.6)
26. Location of current and required employment posters for review when onsite (Topics 1.1, 1.3, & 1.5)
27. Copy of background check procedures (Topic 1.3)
28. Copy of a sample non-compete agreement and sample non-disclosure agreement (Topic 1.5)

Step 2 - Documentation and Information Review

Secure HR will begin reviewing documentation as it comes in. However, to ensure a holistic view is captured during the assessment given that certain topics have the potential to overlap and multiple review items are required for the same document, we will formally review all the information after collection.

Step 3 - Onsite Interviews and Review

Conducting an onsite interview is an essential part of an HR assessment, as it allows for direct interaction with key personnel within the organization to gain deeper insights into HR practices and their impact on the workforce. Onsite interviews will be performed in a manner to not be disruptive to the employees' work. The interviews will be conducted from a prepared set of structured and open-ended interview questions that are tailored to the role and responsibilities of each interview participant as they relate to the assessment.

To complete the onsite interview in a timely manner, Secure HR will need to coordinate interview schedules with the interviewees in advance to ensure their availability. We will need access to at least one private meeting room with internet access and a telephone.

An experienced and certified HR professional will be conducting the interview. During the interview, they will take detailed notes to capture important information accurately. It is possible, with the interviewees' permission, audio or video recording may also be utilized for later reference.

Step 4 - Analysis and Assessment

The analysis step in an HR assessment is a crucial phase where the gathered data and information are thoroughly examined, interpreted, and synthesized to identify patterns, trends, strengths, weaknesses, and potential areas for improvement within the organization's human resources practices. This step involves applying various analytical techniques to gain meaningful insights and draw actionable conclusions. After the data has been collected and organized, we will perform the following analysis:

- **Data Validation:** Before proceeding with the analysis, the data is validated to ensure its accuracy and reliability. This may involve cross-checking data points, verifying sources, and removing any outliers or errors that could distort the analysis.
- **Data Exploration:** Explore the data to understand its distribution, identify patterns, and detect any initial insights.
- **SWOT Analysis:** A SWOT (Strengths, Weaknesses, Opportunities, Threats) analysis is conducted to identify HR's internal strengths and weaknesses and assess potential opportunities and threats in the external environment that could impact HR performance.
- **Reporting:** The analysis findings are compiled into a comprehensive report that highlights the key insights, actionable recommendations, and potential solutions to improve HR processes and practices.

Step 5 - State of Human Resources Presentation

In addition to providing a final report containing the results of the assessment, Secure HR will conduct a formal presentation of the HR Assessment results to the Manatee County Government. This will take place in person at the Manatee County Government on a date to be determined.

Recognizing Manatee County Government's desire to create a public-private partnership for its human resource needs, we will also include the necessary framework to begin that process by working with Secure HR to receive these services. Our approach will be to incorporate as many of the current HR staff as possible to ensure a smooth transition and new opportunities for those currently employed. Retention of current staff and their institutional knowledge and relationships will play an important role in transitioning these services away from Manatee County Government.

There are many benefits for organizations to partner with HR service providers. A few of these benefits include:

- **Cost Savings:** Using an external HR services provider can be cost-effective for organizations or those without the resources to maintain a full-fledged HR department. It eliminates the need to hire and train in-house HR staff, saving on salaries, benefits, and overhead costs.
- **Scalability and Flexibility:** External HR firms can adapt their services based on the organization's changing needs. They can scale up or down as the company grows or faces fluctuations in workforce requirements.
- **Access to Technology and Tools:** HR service providers often have access to advanced HR technology, software, and tools, which can enhance HR processes, data management, and reporting capabilities.
- **Compliance and Risk Management:** HR service providers are well-versed in employment laws, regulations, and compliance requirements. They can help ensure that the organization follows legal guidelines, reducing the risk of non-compliance and potential penalties.
- **Improved Efficiency:** By leveraging the expertise and streamlined processes of external HR firms, organizations can improve the efficiency and effectiveness of their HR operations.
- **Confidentiality and Objectivity:** External HR firms can offer an impartial perspective on sensitive HR matters and maintain confidentiality, particularly in cases involving employee issues or disputes.
- **Enhanced Employee Experience:** A well-managed HR function can positively impact the employee experience. External HR firms can help design and implement employee-centric programs and initiatives.

HR outsourcing can be a strategic decision that enables organizations to leverage external expertise, improve HR functions, and focus on core organizational goals while remaining compliant with employment laws and regulations.

If circumstances arise during the audit that require the immediate attention of the Manatee County Government to resolve, Secure HR will share that information along with a plan to provide the necessary services to address the issue.

Phase 2

Secure HR will provide an updated list of needs to perform the HR assessment of Phase 2 topics. The project approach and expectations will be similar to Phase 1 however, the needs and access will be aligned for those specific needs of the Phase 2 topics.

Based on the topics to be covered in Phase 2 we will need the following documents to begin the assessment process:

1. Copy of performance management and appraisal processes (Topic 2.1)
2. Sample of 25 employee files with job descriptions that are classified as exempt and sample of 25 employee files with job descriptions that are classified as non-exempt (Topic 2.1)
3. Copy of compensation benchmarking processes for new hires and current employees (Topic 2.1)
4. Copy of timekeeping records and or access to the payroll application. (Topic 2.2)
5. Sample payroll records for 25 employees (Topic 2.2)
6. Copy of all time off policies including but not limited to PTO, sick, holiday, military leave, school, and victims of crime (Topic 2.3)
7. Description of the maintenance and storage of employment records and files.

This phase date and time is to be determined.

Assessment Expectations

An HR assessment and an HR audit are both processes used to evaluate and improve an organization's human resources practices. While they share similarities, there are distinct differences between the two:

Purpose:

- *HR Assessment:* An HR assessment is a broad evaluation of an organization's HR functions and practices. It aims to identify strengths, weaknesses, opportunities, and threats in the HR department's overall performance. The assessment provides insights into the HR department's effectiveness in supporting the organization's strategic goals and objectives.
- *HR Audit:* An HR audit, on the other hand, is a systematic review of HR policies, procedures, and practices to ensure compliance with legal regulations, industry standards, and internal policies. The primary purpose of an HR audit is to identify and rectify any non-compliance or legal risks related to HR practices.

Scope:

- *HR Assessment:* The scope of an HR assessment can be broader, encompassing various HR functions such as recruitment, onboarding, training, performance management, employee engagement, compensation, and more. It may also assess the alignment of HR strategies with overall organizational strategies.
- *HR Audit:* In addition to the assessment items, an HR audit is more focused on specific areas of HR compliance, including legal requirements, record-keeping, employee classifications, and adherence to internal policies. It examines whether the HR department is following established procedures and meeting legal obligations.

Focus:

- *HR Assessment:* The main focus of an HR assessment is on improving the efficiency and effectiveness of HR processes, enhancing employee engagement, talent management, and aligning HR strategies with organizational goals.
- *HR Audit:* The primary focus of an HR audit is to ensure legal compliance, minimize legal risks, and maintain accurate and up-to-date HR records.

Outcomes:

- *HR Assessment:* The outcomes of an HR assessment are generally strategic in nature. They provide insights and recommendations for improving HR practices, optimizing workforce management, and aligning HR goals with organizational objectives.
- *HR Audit:* The outcomes of an HR audit are typically focused on compliance and risk mitigation. The results help the organization identify any areas of non-compliance and take corrective actions to avoid legal penalties.

In summary, an HR assessment is a holistic evaluation of HR functions, focusing on improvement and effectiveness, while an HR audit is a more targeted review, aiming to ensure legal compliance and minimize potential risks. An HR assessment is a broad, high-level review that requires less time and resources to gain insight into an organization's HR status, however, assessments do not provide the same in-depth understanding and insights an HR audit provides. Both processes are valuable in their respective ways and can complement each other in enhancing an organization's HR practices.

Pricing

Secure HR will perform the comprehensive HR assessment as outlined in this document. The assessment will be conducted by appropriately certified and experienced HR professionals.

We estimate that the assessment will take approximately 210 hours of review and analysis time to take place over the course of approximately 5 weeks.

- Total cost of HR Assessment: \$31,500
- Due at start: \$10,000
- Due upon completion of the presentation: \$21,500

Assessment Options

If the Manatee County Government would prefer a less time intensive HR assessment as part of Phase 1 to move quicker to Phase 2 so it can get a more holistic view of the state of current human resources, Secure HR can provide a more limited review, focusing on fewer items. This could lead to a potential deeper dive at a later time if the Manatee County Government desires while still obtaining meaningful results.

For the abbreviated HR assessment, Secure HR would still follow the same steps as outlined but will spend less time reviewing each item and may simply note the presence or absence of particular documents, policies, and procedures.

We estimate that the abbreviated assessment will take approximately 125 hours of review and analysis time to take place over the course of approximately 3 weeks.

- Total cost of HR Assessment: \$18,750
- Due at start: \$10,000
- Due upon completion of the presentation: \$8,750

Factors

Client cooperation plays a vital role in the outcome of a successful HR audit or assessment. As we have outlined, an HR assessment is a broader evaluation of an organization's HR functions and practices. It aims to identify strengths, weaknesses, opportunities, and threats in the HR department's overall performance. The assessment provides insights into the HR department's effectiveness in supporting the organization's strategic goals and objectives. The cooperation of the Manatee County Government, primarily the organization's HR department and management, is crucial for several reasons:

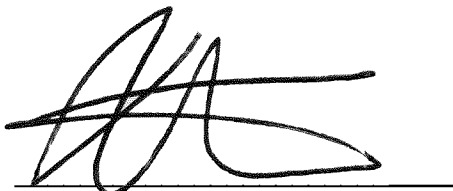
- **Access to Information:** Manatee County Government's cooperation is necessary to provide the HR auditor with access to relevant information and documents. This includes personnel files, employment contracts, policies and procedures manuals, training records, organizational charts, and any other HR-related data. Without access to these materials, the auditor's ability to assess the organization's HR practices accurately would be limited.
- **Insight into HR Processes:** Manatee County Government's cooperation allows the HR auditor to gain insights into the organization's HR processes and practices. This includes understanding how recruitment and selection are conducted, how performance management is implemented, how training and development programs are administered, and how employee relations issues are addressed. The client's input and explanations from all employment levels help the auditor understand the context in which these processes operate and identify potential areas of concern.
- **Compliance Verification:** Manatee County Government's cooperation is necessary to verify compliance with applicable laws, regulations, and industry standards. The client must provide accurate and complete information regarding employment contracts, wage and hour practices, benefits administration, workplace safety protocols, and other legal requirements. Without the client's cooperation, the auditor may not be able to determine if the organization is adhering to legal obligations, potentially exposing the organization to legal risks.
- **Contextual Understanding:** Manatee County Government's cooperation provides the auditor with a deeper understanding of the organization's culture, values, and strategic objectives. This understanding helps the auditor assess the alignment of HR practices with the organization's goals and identify areas where HR can better support the overall operations strategy. Without the client's cooperation in sharing this contextual information, the audit findings may lack the necessary depth and relevance to drive meaningful change.

- Collaboration for Improvement: A successful HR assessment goes beyond identifying issues and deficiencies. It aims to recommend improvements and best practices to enhance HR effectiveness. Client cooperation is essential in this phase, as the organization's HR department and management must actively engage in discussions, provide feedback, and collaborate with the auditor to develop action plans and implement changes. Their commitment and involvement are crucial for the successful implementation of audit recommendations.

In summary, client cooperation is pivotal to the outcome of this successful HR assessment, especially as it relates to the estimated time to perform the assessment. Manatee County Governments staff's active involvement ensures the auditor's access to information, provides insights into HR processes, enables compliance verification, fosters a contextual understanding of the organization, and facilitates collaboration for improvement. Without such cooperation, the HR assessment may lack accuracy, relevance, and the ability to drive positive change within the organization.

We look forward to the opportunity to provide these services to the best of our ability for the betterment of Manatee County Government and its employees. Thank you for the opportunity to submit this proposal.

With Appreciation,

A handwritten signature in black ink, appearing to be 'Dennis Cooley', written over a horizontal line.

Dennis Cooley
President
Secure HR, LLC

EXHIBIT D, CONFLICT OF INTEREST AFFIDAVIT

STATE OF Florida

COUNTY OF Manatee

BEFORE ME, the undersigned authority, this day personally appeared [INSERT NAME] _____
Dennis Cooley, as [INSERT TITLE] President of [INSERT
CONSULTANT NAME] Secure HR, LLC, with full authority to bind (hereinafter
"CONSULTANT"), who being first duly sworn, deposes and says that CONSULTANT:

- (a) Is not currently engaged and will not become engaged in any obligations, undertakings or contracts that will require CONSULTANT to maintain an adversarial role against the County or that will impair or influence the advice, recommendations or quality of work provided to the County; and
- (b) Has provided full disclosure of all potentially conflicting contractual relationships and full disclosure of contractual relationships deemed to raise a question of conflict(s); and
- (c) Has provided full disclosure of prior work history and qualifications that may be deemed to raise a possible question of conflict(s).

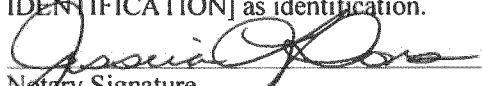
Affiant makes this Affidavit for the purpose of inducing Manatee County, a political subdivision of the State of Florida, to enter into this Agreement No. _____ for _____
Human Resource Services

DATED this 20th day of July, 20 23.



CONSULTANT Signature

The foregoing instrument was sworn to and acknowledged before me this 20th day of July, 2023, by [NAME] Dennis Cooley, as [TITLE] President of [CONSULTANT] Secure HR. He / She is personally known to me or has produced _____ [TYPE OF

IDENTIFICATION] as identification.

Notary Signature
Commission No. 1H 359153

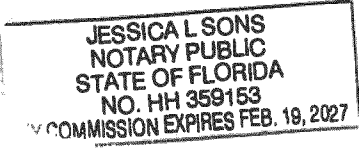


EXHIBIT D, INSURANCE AND BOND REQUIREMENTS

The CONTRACTOR will not commence work under the resulting Agreement until all insurance coverages indicated by an “X” herein have been obtained. The CONTRACTOR shall obtain and submit to the Procurement Division within ten (10) calendar days from the date of notice of intent to award, at its expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy): Work under this Agreement cannot commence until all insurance coverages indicated herein have been obtained on a standard ACORD form (inclusive of any amounts provided by an umbrella or excess policy):

Automobile Liability Insurance Required Limits

Coverage must be afforded under a per occurrence policy form including coverage for all owned, hired and non-owned vehicles for bodily injury and property damage of not less than:

- \$1,000,000 Combined Single Limit; OR
- \$ 500,000 Bodily Injury and \$500,000 Property Damage
- \$10,000 Personal Injury Protection (No Fault)
- \$500,000 Hired, Non-Owned Liability
- \$10,000 Medical Payments

This policy shall contain severability of interests' provisions.

Commercial General Liability Insurance Required Limits (per Occurrence form only; claims-made form is not acceptable)

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name ‘Manatee County, a political subdivision of the State of Florida’ as an Additional Insured, and include limits not less than:

- \$1,000,000 Single Limit Per Occurrence
- \$2,000,000 Aggregate
- \$1,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Personal and Advertising Injury Liability
- \$50,000 Fire Damage Liability
- \$10,000 Medical Expense, and
- \$1,000,000, Third Party Property Damage
- \$ Project Specific Aggregate (Required on projects valued at over \$10,000,000)

This policy shall contain severability of interests' provisions.

Employer's Liability Insurance

Coverage limits of not less than:

- \$100,000 Each Accident
- \$500,000 Disease Each Employee
- \$500,000 Disease Policy Limit

Worker's Compensation Insurance

Other [Specify]

I. INSURANCE REQUIREMENTS

THE POLICIES ARE TO CONTAIN, OR BE ENDORSED TO CONTAIN, THE FOLLOWING PROVISIONS:

Commercial General Liability and Automobile Liability Coverages

- a. **“Manatee County, a Political Subdivision of the State of Florida,” is to be named as an Additional Insured in respect to:** Liability arising out of activities performed by or on behalf of the CONTRACTOR, his agents, representatives, and employees; products and completed operations of the CONTRACTOR; or automobiles owned, leased, hired or borrowed by the CONTRACTOR. The coverage shall contain no special limitation(s) on the scope of protection afforded to the COUNTY, its officials, employees or volunteers.

In addition to furnishing a Certificate of Insurance, the CONTRACTOR shall provide the endorsement that evidences Manatee COUNTY being listed as an Additional Insured. This can be done in one of two ways: (1) an endorsement can be issued that specifically lists “Manatee County, a Political Subdivision of the State of Florida,” as Additional Insured; or, (2) an endorsement can be issued that states that all Certificate Holders are Additional Insured with respect to the policy.

- b. The CONTRACTOR'S insurance coverage shall be primary insurance with respect to the COUNTY, its officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officials, employees or volunteers shall be excess of CONTRACTOR's insurance and shall be non-contributory.
- c. The insurance policies must be on an occurrence form.

Workers' Compensation and Employers' Liability Coverages

The insurer shall agree to waive all rights of subrogation against the COUNTY, its officials, employees and volunteers for losses arising from work performed by the CONTRACTOR for the COUNTY.

II. General Insurance Provisions Applicable To All Policies:

- a. Prior to the execution of contract, or issuance of a Purchase Order, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as

this contract remains in effect, CONTRACTOR shall furnish the COUNTY with a Certificate(s) of Insurance (using an industry accepted certificate form, signed by the Issuer, with applicable endorsements, and containing the solicitation or contract number, and title or description) evidencing the coverage set forth above and naming “Manatee County, a Political Subdivision of the State of Florida” as an Additional Insured on the applicable coverage(s) set forth above.

- b. If the policy contains an aggregate limit, confirmation is needed in writing (letter, email, etc.) that the aggregate limit has not been eroded to procurement representative when supplying Certificate of Insurance.

In addition, when requested in writing from the COUNTY, CONTRACTOR will provide the COUNTY with a certified copy of all applicable policies. The address where such certificates and certified policies shall be sent or delivered is as follows:

Manatee County, a Political Subdivision of the State of Florida
Attn: Risk Management Division
1112 Manatee Avenue West, Suite 969
Bradenton, FL 34205

- c. The project’s contract number and title shall be listed on each certificate.
- d. CONTRACTOR shall provide thirty (30) days written notice to the Risk Manager of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policies to procurement representative including solicitation number and title with all notices.
- e. CONTRACTOR agrees that should at any time CONTRACTOR fail to meet or maintain the required insurance coverage(s) as set forth herein, the COUNTY may terminate this contract.
- f. The CONTRACTOR waives all subrogation rights against COUNTY, a Political Subdivision of the State of Florida, for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
- g. The CONTRACTOR has sole responsibility for all insurance premiums and policy deductibles.
- h. It is the CONTRACTOR'S responsibility to ensure that his agents, representatives and subcontractors comply with the insurance requirements set forth herein. CONTRACTOR shall include his agents, representatives, and subcontractors working on the project or at the worksite as insured under its policies, or CONTRACTOR shall furnish separate certificates and endorsements for each agent, representative, and subcontractor working on the project or at the worksite. All coverages for agents,

representatives, and subcontractors shall be subject to all of the requirements set forth to the procurement representative.

- i. All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A- FSC VII or better. In addition, the COUNTY has the right to review the CONTRACTOR's deductible or self-insured retention and to require that it be reduced or eliminated.
- j. CONTRACTOR understands and agrees that the stipulated limits of coverage listed herein in this insurance section shall not be construed as a limitation of any potential liability to the COUNTY, or to others, and the COUNTY'S failure to request evidence of this insurance coverage shall not be construed as a waiver of CONTRACTOR'S obligation to provide and maintain the insurance coverage specified.
- k. CONTRACTOR understands and agrees that the COUNTY does not waive its immunity and nothing herein shall be interpreted as a waiver of the COUNTY'S rights, including the limitation of waiver of immunity, as set forth in Florida Statutes 768.28, or any other statutes, and the COUNTY expressly reserves these rights to the full extent allowed by law.
- l. No award shall be made until the Procurement Division has received the Certificate of Insurance in accordance with this section.

[Remainder of page intentionally left blank]

CONTRACTOR'S INSURANCE STATEMENT

THE UNDERSIGNED has read and understands the aforementioned insurance and bond requirements of this Agreement and shall provide the insurance and bonds required by this section within ten (10) days from the date of notice of intent to award.

Date: 8/3/2023

Contractor's Name: SECURE HR Pro, LLC

Authorized Signature: 

Printed Name/Title: Dennis Cooly, President

Insurance Agency: Bridgely Key Options, LLC

Agent Name: JESSICA SONS

Agent Phone: 941 896 4880

Please return this completed and signed statement with your agreement.

APPROVED in Open Session
8/22/2023
Manatee County Board of County
Commissioners



August 22, 2023 - Regular Meeting

Subject

Execution of Agreement No. 23-R082620JE - Human Resources Assessment and Consulting Services

Category

CONSENT AGENDA

Briefings

None

Contact and/or Presenter Information

Presenter: Courtney De Pol - Deputy County Administrator, County Administration, Ext. 3801

Contact: Jacob Erickson - Purchasing Official, Financial Management Department, Ext. 3053

Action Requested

Authorization for the Chairperson, or designee, to execute Agreement No. 23-R082620JE - Human Resources Assessment and Consulting Services with Secure HR, LLC in the amount of \$18,750.00.

Enabling/Regulating Authority

Manatee County Code of Laws

Background Discussion

This is a non-compete, single source Agreement with Secure HR, LLC for Human Resources Assessment and Consulting Services. Secure HR, LLC, a Manatee County Human Resources consulting firm, will provide a systematic and comprehensive evaluation of the County's Human Resources Department's functions, policies, processes and practices. The primary objective of this agreement is to assess the overall effectiveness and efficiency of Human Resources activities and identify areas for improvement.

Agreement No. 23-R082620JE is in the not-to-exceed amount of \$18,750.00; however, given the possibility for additional Human Resources Assessment and Consulting services at the request of the County, County Administration is requesting funding be directly tied to the Board of County Commissioners-approved departmental budget. Any deviation in funding will require a Budget Amendment be brought before the Board of County Commissioners for approval prior to authorizing any additional work be performed under the Agreement.

Attorney Review

Not Reviewed (Utilizes exact document or procedure approved within the last 18 months)

Instructions to Board Records Emailed 8/23/2023

Original to Board Records.

Copies to:

Secure HR, LLC: Dennis Cooley (dennis.cooley@securehr.com)

County Administration: Courtney De Pol (courtney.depol@mymanatee.org)

Procurement: Jacob Erickson (Jacob.erickson@mymanatee.org) /
(approvedeagendas@mymanatee.org)

Cost and Funds Source Account Number and Name

Various Accounts Based on the BCC-Approved Departmental Budget

Amount and Frequency of Recurring Costs

N/A

**AMENDMENT NO. 1 TO AGREEMENT NO. 23-R082620JE FOR HUMAN RESOURCES
ASSESSMENT AND CONSULTING SERVICES**

This Amendment No. 1 to Agreement No. 23-R082620JE (hereinafter Amendment) is made as of this 5th day of October, 2023 (hereinafter Effective Date) between Manatee County, a political subdivision of the State of Florida, with its principal place of business located at 1112 Manatee Avenue West, Bradenton, FL 34205 (hereinafter County) and Secure HR, LLC, a Florida limited liability company, whose address is 1111 3rd Avenue West, Suite 250, Bradenton, FL 34205, (hereinafter Contractor).

WHEREAS, on August 22, 2023, the County entered into Agreement No. 23-R082620JE with Contactor for Human Resources assessment and consulting services (Agreement); and

WHEREAS, the County has determined the need to initiate Phase 2 of the Human Resources assessment and consulting services; and

WHEREAS, Contractor agrees to continue to provide the Human Resources assessment and consulting services to the County in accordance with the terms and conditions of the Agreement.


NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein and for other good and valuable considerations, the receipt and sufficiency of which are hereby mutually acknowledged, the parties agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by reference.
2. **Phase 2 Exhibit**
The Phase 2 Exhibit is hereby incorporated into the Agreement.
3. **Agreement**
The Agreement and this Amendment No. 1 represent the entire understanding between the Parties.
4. **Terms and Conditions.** Except as otherwise stated herein, the terms and conditions of the Agreement shall constitute the terms and conditions of this Amendment. A true and correct copy of the Agreement is hereby incorporated by this reference.

(Remainder of this page intentionally left blank)

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed effective as of the date set forth above.

SECURE HR, LLC

By: 

Printed Name: Dennis Cooley

Title: President

Date: Oct 5, 2023

MANATEE COUNTY, a political subdivision
Of the State of Florida

Jacob Erickson,
MBA, CPPO, NIGP-

Digitally signed by Jacob
Erickson, MBA, CPPO, NIGP-CPP
Date: 2023.10.05 11:55:59
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By: CPP

Jacob Erickson, MBA, CPPO, NIGP-CPP

Title: Purchasing Official

Date: October 5, 2023

PHASE 2 EXHIBIT



**Manatee County Government Human
Resources Assessment**

Phase 2

Service Requirements

Project Approach

Secure HR will provide a systematic and comprehensive evaluation of the Manatee County Government's Human Resources functions, policies, processes, and practices. The primary objective is to assess the overall effectiveness and efficiency of HR activities and identify areas for improvement. The approach will follow similar methodologies as performed in Phase 1.

Secure HR will conduct the assessment both on-site and remotely. On-site requirements will be primarily focused on in-person interviews and the review of required information that cannot be supplied for off-site review.

Broadly, the phases will be focused on the following topics for Phase 2:

1. Compensation & Salary Administration
2. Payroll Administration
3. Leave Policies
4. Files & Records

Secure HR is prepared to accommodate the Manatee County Government's dynamic human resources needs. If additional services are needed, they can be requested by the Manatee County Government and shall be negotiated on an as-needed fixed fee per deliverable basis.

Confidentiality

At all times, we will maintain strict confidentiality in all our findings related to sensitive employee-specific information. Confidentiality is of utmost importance in the field of human resources due to the sensitive nature of the information handled and the need to protect the privacy and rights of employees. Confidentiality is an essential component of professional ethics in HR. As human resources professionals, we are entrusted with confidential information that should not be shared or used for personal gain. Adhering to strict confidentiality standards demonstrates our professionalism, integrity, and ethical behavior. Confidentiality in human resources is essential for building trust, protecting employee privacy, complying with legal requirements, preventing discrimination, managing risks, and upholding professional ethics. By maintaining confidentiality, Secure HR can create a safe and respectful environment where employees feel comfortable sharing information, seeking assistance, and resolving issues, contributing to a positive work culture and organizational success.

Phase 2

The assessment will require time to collect and review documents and processes both before and after the onsite review. It will be important for Secure HR to have adequate time to perform an appropriate review ensuring that Manatee County Government gets meaningful feedback. Secure HR is requesting 2-3 days onsite to conduct the necessary interviews and any additional assessment needs that require being onsite. This visit will include a qualified HR professional to conduct the assessment. Upon completion of the assessment, Secure HR will compile the results into a comprehensive summary report to be presented to the appropriate stakeholders at the Manatee County Government.

The assessment will take place in 5 steps.

1. Document and information collection - estimate of 1 week
2. Documentation and Information Review - estimate of 1 week
3. Onsite Interviews and Review - estimate of 2 - 3 days
4. Analysis and Assessment - estimate of 1 week
5. State of Human Resources Presentation - 1 day

The review process will be ongoing as data is collected but will need to be reviewed and analyzed as a whole once the collection process is complete at each step. This process occurs primarily in steps 2-4. Step 1 timeframe will primarily depend on the Manatee County Government's ability to supply the required information.

In the event there is a need for additional documentation or questions for staff, Secure HR may reach out to the appropriate person to coordinate the needs of the request.

Step 1 - Document and information collection

As in Phase 1, Phase 2 will require some documents in advance of the onsite review, digital copies when possible and physical copies when not. Based on the topics to be covered in Phase 2 we will need the following documents to begin the assessment process and additional documents may be requested during the assessment:

1. Copy of performance management and appraisal processes (Topic 2.1)
2. Copy of performance evaluation form (Topic 2.1)
3. Copy of compensation benchmarking processes for new hires and current employees (Topic 2.1)
4. Copy of last compensation analysis and market survey (Topic 2.1)
5. Copy of timekeeping records and or access to the payroll application. (Topic 2.2)
6. Sample payroll records for 25 employees (Topic 2.2)
7. Copy of all time off policies including but not limited to PTO, sick, holiday, military leave, school, and victims of crime (Topic 2.3)
8. Description of the maintenance and storage of employment records and files.

Step 2 - Documentation and Information Review

Secure HR will begin reviewing documentation as it comes in. However, to ensure a holistic view is captured during the assessment given that certain topics have the potential to overlap and multiple review items are required for the same document, we will formally review all the information after collection.

Step 3 - Onsite Interviews and Review

Conducting an onsite interview is an essential part of an HR assessment, as it allows for direct interaction with key personnel within the organization to gain deeper insights into HR practices and their impact on the workforce. Onsite interviews will be performed in a manner to not be disruptive to the employees' work. The interviews will be conducted from a prepared set of structured and open-ended interview questions that are tailored to the role and responsibilities of each interview participant as they relate to the assessment.

To complete the onsite interview in a timely manner, Secure HR will need to coordinate interview schedules with the interviewees in advance to ensure their availability. We will need access to at least one private meeting room with internet access and a telephone.

An experienced and certified HR professional will be conducting the interview. During the interview, they will take detailed notes to capture important information accurately. It is possible, with the interviewees' permission, audio or video recording may also be utilized for later reference.

Step 4 - Analysis and Assessment

The analysis step in an HR assessment is a crucial phase where the gathered data and information are thoroughly examined, interpreted, and synthesized to identify patterns, trends, strengths, weaknesses, and potential areas for improvement within the organization's human resources practices. This step involves applying various analytical techniques to gain meaningful insights and draw actionable conclusions. After the data has been collected and organized, we will perform the following analysis:

- **Data Validation:** Before proceeding with the analysis, the data is validated to ensure its accuracy and reliability. This may involve cross-checking data points, verifying sources, and removing any outliers or errors that could distort the analysis.
- **Data Exploration:** Explore the data to understand its distribution, identify patterns, and detect any initial insights.
- **SWOT Analysis:** A SWOT (Strengths, Weaknesses, Opportunities, Threats) analysis is conducted to identify HR's internal strengths and weaknesses and assess potential opportunities and threats in the external environment that could impact HR performance.
- **Reporting:** The analysis findings are compiled into a comprehensive report that highlights the key insights, actionable recommendations, and potential solutions to improve HR processes and practices.

Step 5 - State of Human Resources Presentation

In addition to providing a final report containing the results of the assessment, Secure HR will conduct a formal presentation of the HR Assessment results to the Manatee County Government. This will take place in person at the Manatee County Government on a date to be determined. The time necessary to complete the presentation will be based on the findings.

Recognizing Manatee County Government's desire to create a public-private partnership for its human resource needs, we will also include the necessary framework to begin that process by working with Secure HR to receive these services. Our approach will be to incorporate as many of the current HR staff as possible to ensure a smooth transition and new opportunities for those currently employed. Retention of current staff and their institutional knowledge and relationships will play an important role in transitioning these services away from Manatee County Government.

There are many benefits for organizations to partner with HR service providers. A few of these benefits include:

- **Cost Savings:** Using an external HR services provider can be cost-effective for organizations or those without the resources to maintain a full-fledged HR department. It eliminates the need to hire and train in-house HR staff, saving on salaries, benefits, and overhead costs.
- **Scalability and Flexibility:** External HR firms can adapt their services based on the organization's changing needs. They can scale up or down as the company grows or faces fluctuations in workforce requirements.
- **Access to Technology and Tools:** HR service providers often have access to advanced HR technology, software, and tools, which can enhance HR processes, data management, and reporting capabilities.
- **Compliance and Risk Management:** HR service providers are well-versed in employment laws, regulations, and compliance requirements. They can help ensure that the organization follows legal guidelines, reducing the risk of non-compliance and potential penalties.
- **Improved Efficiency:** By leveraging the expertise and streamlined processes of external HR firms, organizations can improve the efficiency and effectiveness of their HR operations.
- **Confidentiality and Objectivity:** External HR firms can offer an impartial perspective on sensitive HR matters and maintain confidentiality, particularly in cases involving employee issues or disputes.
- **Enhanced Employee Experience:** A well-managed HR function can positively impact the employee experience. External HR firms can help design and implement employee-centric programs and initiatives.

HR outsourcing can be a strategic decision that enables organizations to leverage external expertise, improve HR functions, and focus on core organizational goals while remaining compliant with employment laws and regulations.

If circumstances arise during the audit that require the immediate attention of the Manatee County Government to resolve, Secure HR will share that information along with a plan to provide the necessary services to address the issue.

Pricing

Secure HR will perform the comprehensive HR assessment as outlined in this document for Phase 2. The assessment will be conducted by appropriately certified and experienced HR professionals.

For consistency, Phase 2 will be an abbreviated HR assessment as in Phase 1. This less time-intensive HR assessment will enable a more efficient collection and review process so Secure HR can present its findings with a more holistic view of the state of current human resources. This could lead to a potential deeper dive at a later time if the Manatee County Government desires while still obtaining meaningful results.

We estimate that the abbreviated assessment for Phase 2 will take approximately 125 hours of review and analysis time to take place over the course of approximately 3 weeks.

- Total cost of HR Assessment: \$18,750
- Due at start: \$10,000
- Due upon completion of the presentation: \$8,750

Factors

As in Phase 1, Manatee County staff cooperation plays a vital role in the outcome of a successful HR audit or assessment. As we have outlined, an HR assessment is a broader evaluation of an organization's HR functions and practices. It aims to identify strengths, weaknesses, opportunities, and threats in the HR department's overall performance. The assessment provides insights into the HR department's effectiveness in supporting the organization's strategic goals and objectives. The cooperation of the Manatee County Government, primarily the organization's HR department and management, is crucial for several reasons:

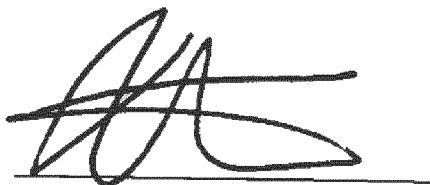
- **Access to Information:** Manatee County Government's cooperation is necessary to provide the HR auditor with access to relevant information and documents. This includes personnel files, employment contracts, policies and procedures manuals, training records, organizational charts, and any other HR-related data. Without access to these materials, the auditor's ability to assess the organization's HR practices accurately would be limited.
- **Insight into HR Processes:** Manatee County Government's cooperation allows the HR auditor to gain insights into the organization's HR processes and practices. This includes understanding how recruitment and selection are conducted, how performance management is implemented, how training and development programs are administered, and how employee relations issues are addressed. The client's input and explanations from all employment levels help the auditor understand the context in which these processes operate and identify potential areas of concern.
- **Compliance Verification:** Manatee County Government's cooperation is necessary to verify compliance with applicable laws, regulations, and industry standards. The client must provide accurate and complete information regarding employment contracts, wage and hour practices, benefits administration, workplace safety protocols, and other legal requirements. Without the client's cooperation, the auditor may not be able to determine if the organization is adhering to legal obligations, potentially exposing the organization to legal risks.
- **Contextual Understanding:** Manatee County Government's cooperation provides the auditor with a deeper understanding of the organization's culture, values, and strategic objectives. This understanding helps the auditor assess the alignment of HR practices with the organization's goals and identify areas where HR can better support the overall operations strategy. Without the client's cooperation in sharing this contextual information, the audit findings may lack the necessary depth and relevance to drive meaningful change.

- **Collaboration for Improvement:** A successful HR assessment goes beyond identifying issues and deficiencies. It aims to recommend improvements and best practices to enhance HR effectiveness. Client cooperation is essential in this phase, as the organization's HR department and management must actively engage in discussions, provide feedback, and collaborate with the auditor to develop action plans and implement changes. Their commitment and involvement are crucial for the successful implementation of audit recommendations.

In summary, client cooperation is pivotal to the outcome of this successful HR assessment, especially as it relates to the estimated time to perform the assessment. Manatee County Governments staff's active involvement ensures the auditor's access to information, provides insights into HR processes, enables compliance verification, fosters a contextual understanding of the organization, and facilitates collaboration for improvement. Without such cooperation, the HR assessment may lack accuracy, relevance, and the ability to drive positive change within Manatee County Government.

We look forward to the opportunity to provide these services to the best of our ability for the betterment of Manatee County Government and its employees. Thank you for the opportunity to submit this proposal.

With Appreciation,

A handwritten signature in black ink, appearing to be 'Dennis Cooley', written over a horizontal line.

Dennis Cooley
President
Secure HR, LLC