



PROPOSAL TO PROVIDE EXECUTIVE RECRUITMENT SERVICES FOR **BREVARD COUNTY, FL**

Volume I: Proposal

Submitted on: May 9, 2025

Colin Baenziger & Associates

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PROPOSAL TO PROVIDE EXECUTIVE SEARCH FIRM SERVICES

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May 9, 2025

The Honorable Chairman Rob Feltner, Vice Chair Tom Goodson, and Commissioners Kim Adkinson, Thad Altman, and Katie Delaney
Brevard County
2725 Judge Fran Jamieson Way
Viera, FL 32940

Chairman Feltner, Vice Chair Goodson, and Commissioners Adkinson, Altman, and Delaney:

Colin Baenziger & Associates (CB&A) would like to thank you for the opportunity to submit this proposal to assist in finding your next County Manager. While selecting key personnel is never easy, CB&A has developed a problem-free process that has been tested across the country and found to be extremely effective.

While CB&A is a nationwide municipal recruiting firm, our home base is Florida. In fact, we have been selected to perform 151 of the last 229 recruitments, or 65%, where a Florida city or county has chosen to use a recruiter to find its Manager / Administrator. We pride ourselves on providing not just high-quality results, but, equally important, providing a great deal of personal attention to each of our local government clients and candidates. To conduct a proper recruitment, we feel the project manager must do more than just drop by occasionally. He/she must get to know the elected officials and the community firsthand. That effort takes time, but it is the only way to ensure the candidates we recommend are well qualified and fit well with you and your community. As a result, we only take a few clients at a time and focus on completing each assignment in an exemplary manner. Further, we routinely complete our work in ninety days. This timeframe includes preparation of recruitment and advertising materials, candidate outreach, candidate screening, finalist interviewing, and selection. Finally, we offer one of the better warranties in the industry.

Some of our Florida searches include City Managers for Aventura, Bay Harbor Islands, Bradenton, Cape Coral, Cutler Bay, Destin, Estero, Fort Myers, Fruitland Park, Gainesville, Hallandale Beach, Islamorada, Lady Lake, Melbourne, Miramar, Mount Dora, Ocala, Orange City, Palm Beach Gardens, Palmetto Bay, Palm Coast, St. Pete Beach, Tavares, Treasure Island, and West Melbourne. Nationally we have found City Managers for Ankeny, IA; Bellevue, WA; Doraville, GA; Fayetteville, NC; Portland, ME; Roanoke, VA; Scottsdale, AZ; Tacoma, WA; and

Winchester, VA. We have also found the Borough Manager for Matanuska-Susitna Borough, Alaska (a county the size of West Virginia) as well as County Managers for Brevard County, FL; Clackamas County, OR; Clay County, FL; El Paso County, TX; James City County, VA; Polk County, IA; St. Lucie County, FL; St. Johns County, FL; and Union County, NC.

Some of our current searches include City Managers for Cape Canaveral, FL, Kodiak, AK, North Myrtle Beach, SC, Orange Park, FL, Sarasota, FL, Titusville, FL, and Venice, FL, as well as an Executive Director for Chatham area Transit, a County Administrator for Warren County, VA and a City Auditor for Daytona Beach, FL.

Those authorized to bind the company are partners Colin Baenziger and Scott Krim, as well as Lynelle Klein, Senior Vice President for Operations.

We look forward to formally presenting our credentials and working with you in the near future. If you have any questions, please feel free to contact me at (561) 707-3537.

Sincerely,

Colin Baenziger Senior Partner

... Serving Our Clients with a Personal Touch...

The Firm, Its Philosophy, & Its Experience

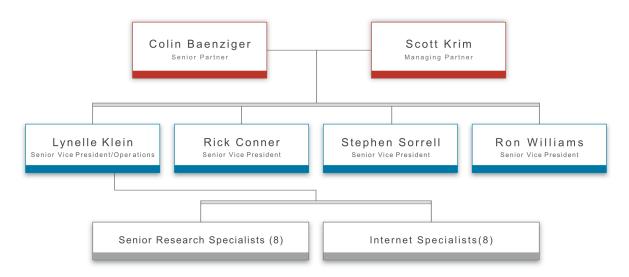
Colin Baenziger & Associates (CB&A) is a nationally recognized executive recruiting firm established in 1997 and owned and operated by Colin Baenziger. We are a sole proprietorship headquartered in Volusia County, FL with satellite offices in Grand Junction, CO, Live Oak, FL, Ogden, UT, and Pensacola, FL. As a sole proprietorship, we are not registered with any state as a corporation, foreign or otherwise.

Colin Baenziger & Associates' outstanding reputation is derived from our commitment to the quality of our product and the timeliness of the delivery. Further, our work is not done until you are fully satisfied. That means we go the extra mile and, at times, expend more effort and energy than originally anticipated in our action plan. When we do so, we do not ask for more than the originally quoted price. We feel you are hiring us as your experts and once a contract is signed, we have an obligation to fulfill its requirements with excellence, on time, and within budget. We simply do not believe in unforeseen circumstances.

Since beginning our executive search practice in 1998, we have conducted searches for clients in thirty-five states. Overall, we have sought over 230 CEOs for cities, counties, and special districts. We have also conducted over 415 searches overall. The basic approach outlined herein has been refined to the point where it is problem-free.

Technical Capabilities and Organizational Structure

Colin Baenziger & Associates has developed its business model over the past 27 years, and it has proved to be extremely effective. Our work has focused primarily on Executive Search and our staff is extremely capable and experienced. See Section III for more details. The structure of our firm is outlined below.



Completion of Projects within Budget

Colin Baenziger & Associates is proud of its record of completing searches within budget. Once we quote a price to the client, that price is what the client will pay, no matter how difficult the search is or what circumstances may develop. We have never requested anything beyond the originally quoted price, even when we were probably entitled to do so, and we never will.

Completion of Projects on Schedule

Colin Baenziger & Associates routinely completes its assignments within ninety days. Further, since CB&A began performing recruitments, *it has never missed a significant project milestone*.

Diversity

CB&A has extensive contacts with individuals and organizations representing women and minorities. We are thus able to identify and bring a diverse group of finalists to the County. The proof is that since 2012, 40% of the candidates selected as semi-finalists have been females and/or minorities. Some years have been as high as 65%.

Prior Names and Litigation

Colin Baenziger & Associates has always operated under its current name and has never been involved in any litigation, except to testify as an expert witness on behalf of one of the parties. Our performance has never been questioned nor have we or any of our clients been involved in any legal action as a result of our work.

Insurance

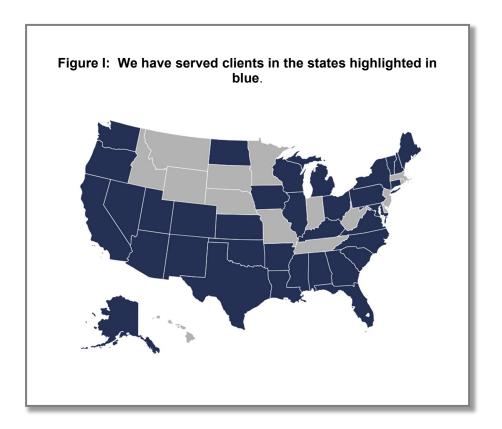
To protect our clients, Colin Baenziger & Associates maintains the following insurance coverages: (1) general liability insurance of \$2 million combined single limit per occurrence for bodily injury, personal injury, and property damages, (2) automobile liability insurance of \$1 million per accident, and (3) professional liability insurance of \$1 million per occurrence and \$2 million aggregate. Further, we carry the required workers compensation insurance for all our employees.

Clientele

Our clients are only employers and almost exclusively local governments. We do not have any business arrangements with any candidates. We feel that would be a conflict of interest.

Geographic Reach

Since initiating its search function in 1998, CB&A has become a nationwide recruiting firm. We have conducted searches in 35 states, see Figure I below. A complete list of our searches can be found in Appendix A.



Current Workload

We carefully manage our workload and never take on an assignment when we do not have the resources to complete it. We regularly turn down opportunities when we have reached our maximum to provide the level of customer service that our clients expect. If we enter into a contract with Brevard County, we will meet the terms of that contract.

Some of our current searches include City Managers for Cape Canaveral, FL, Kodiak, AK, North Myrtle Beach, SC, Orange Park, FL, Sarasota, FL, Titusville, FL, and Venice, FL, as well as an Executive Director for Chatham area Transit, a County Administrator for Warren County, VA and a City Auditor for Daytona Beach, FL.

Project Team and Involvement

Colin Baenziger & Associates has assembled an outstanding project team to serve your needs.

Colin Baenziger, Senior Partner, will have overall responsibility for the execution of the search. Mr. Baenziger has spent ten years in local government as a senior manager and over 30 years as a consultant. In addition to his 25 years in executive search, he specialized in operational reviews of governmental agencies and private sector clients such as the Recording Industry Association of America, and the Marriott Corporation. Mr. Baenziger has a master's degree with distinction in public administration from Cornell University's Graduate School of Management, and a Bachelor of Arts degree from Carleton College. He is also active in the International City Management Association and the Florida City and County Management Association.



G. Scott Krim, Managing Partner, has 20 years' experience in the public and private sectors and offers an abundance of managerial and analytical experience. He is a versatile leader with proven expertise in operations optimization, personnel selection and retention, and internal / external stakeholder relationships. Prior to joining our firm, Scott worked for five years in Utah's District Courts. He is a member of the Association for Public Policy Analysis & Management, the Society of Human Resource Management, and the American Communication Association. Scott has a Master of Public Administration (emphasis in state and local government) from Southern Utah University, and a Bachelor of Science in Organizational Communication from Weber State University in Ogden, Utah. Scott is a certified Professional and Technical Writer.



Lynelle Klein, Senior Vice President for Operations, is a skilled professional with extensive expertise in executive search. Starting as a research assistant with CB&A 12 years ago, she has now firmly established herself as the number two person at CB&A. Prior to joining the firm, she worked primarily in the private sector providing financial and administrative services. Ms. Klein has an associate degree from Brigham Young University in Rexburg, Idaho. She currently resides in Mesa County, CO.



Stephen Sorrell, Senior Vice President, brings over 35 years of management and technical experience in municipal, county, state, and special district agencies in addition to his work with Colin Baenziger & Associates (CB&A). Some of the leadership positions Steve has held include serving as Executive Director, Emerald Coast Utilities Authority in Pensacola, Florida, and as City Manager, Director of Public Safety, Assistant City Manager, and Director of Finance, all for Hamilton, Ohio. He is a P.E. and earned a Bachelor of Science in Civil Engineering Degree from the University of Dayton, Ohio, and Master of Public Administration Degree from the University of Cincinnati, Ohio. He is a member of the International City/County Management Association, Florida City/County Management Association, Florida Finance Officers Association, American Water Wastewater Association, President of the Exchange Club, President of the Safety Council, Chairman of the Neighborhood Watch Program, and served on the Board of Directors for Senior Services and the Chamber of Commerce. One day, he hopes to slow down just not yet.



Ron Williams, Senior Vice President. While Mr. Williams is technically relatively new to CB&A, he worked with the firm in its infancy and helped develop the operating methodology that has led to our growth and success. His public sector career began as a budget analyst for the City of Miami and culminated as the City Manager for Palmetto Bay (an affluent suburb of Miami, FL with 24,000 residents) and then for Live Oak (a rural city of 7,000 about 100 miles west of Jacksonville, FL). Along the way, he served in high level positions in the juvenile justice, public works, and general services. What excites him now is finding the people you need to fill your key positions, and he is exceptionally good at it. Ron has a Bachelor of Science in Management and a Master's Degree in Public Administration from the University of West Florida. He has also taught at Miami Dade College and in the County's public school system.



Rick Conner, Senior Vice President, has over 30 years of experience in executive recruiting and in local government (serving as a city manager in Florida and Texas) as well as a public works and utilities director. That experience provides him with an excellent perspective of the needs of local government operations and staffing. Rick earned Bachelor of Science Degrees in Business Administration and Engineering from the University of Missouri. He is a Registered Land Surveyor and a Professional Engineer in Missouri, as well as a Professional Engineer in Florida, Tennessee, and Texas. In his spare time, he invents scuba diving equipment and accessories.



OFFICE OF HUMAN RESOURCES CONSULTANT TO PERFORM EXECUTIVE RECRUITING RFP-3-25-19 REFERENCE FORM

REFERENCES

List references for the services specified in the solicitation in the spaces provided below giving the company name, contact person, address, telephone number, and date services were performed, as described. Note: A contact person shall have personal knowledge of the Firm's performance for the specific requirement listed. The contact person must have been informed that they are being used as a reference and that the County may be calling them. Do NOT list persons who cannot answer specific questions regarding the requirements.

Ref #1.	Customer/Client: Indian River County, FL	
	Date of Services; November 2022 to March 2023	
	Description of Services; County Administrator Recruitment	
	Street Address: 1801 27th Street, Vero Beach FL. 32960	
	City, State, ZIP Code: Vero Beach FL 32960	
	Telephone #: (772) 217-1688 (text first)	Fax #:
	Contact Person: Commissioner Laura Moss	Email; tmoss@ircgov.com
Ref #2.	Customer/Client: Clay County, FL	
	Date of Services: December 2018 to March 2019	
	Description of Services: County Manager Recruitment	
	Street Address: P.O. Box 1366	
	City, State, ZIP Code: Green Cove Springs, FL 32043	
	Telephone #: (904) 710-1469	_ Fax #:
	Contact Person: Former Commissioner Diane Hutchings	Email:
Ref #3.	Customer/Client: Miami-Dade County Water & Sewer Dept Date of Services: July 2022 to December 2022	ertment, FL
	Description of Services: Deputy Director for Operations	
	Street Address: 3071 SW 38th Ave	
	City, State, ZIP Code: Miami, FL 33146	
	Telephone #: 305-665-7477	Fax#:
	Contact Person: Chief Utilities Officer Roy Coley	Email: Roy.Coley@miamidade.gov
	Contact Person: Chief buildes Chicer Roy Coley	Email: roy.com/@manasac.gov
Dof#4	Customer/Client: Deltons, FL	
rvoi #4.	Date of Services: November 2023 to April 2024	
	Description of Services: City Manager Recruitment	
	Street Address: 2345 Providence Boulevard	
	City, State, ZIP Code: Deltons, FL 32725	
	Telephone #: (407) 443-6844	Fax #:
	Contact Person: Commissioner Todd Shimkus	Email: TShimkus@deltonafl.gov
	Contact Person. Commissioner road Similars	Citiali. Terminas generalinger
Dof #5	Customer/Client: Sebastian, FL	
Nei #5.	Date of Services; January 2018 to April 2018	
	Description of Services: City Manager Recruitment	
	Street Address: 1225 Main Street	
	City, State, ZIP Code: Sebastian, FL 32958	
	Telephone #: 772.473.5440	Fax #:
	Contact Person: Council Member Ed Dodd	Email: edodd@cityofsebastian.org
	Contact Person.	
CONTRAC	TOR NAME_ Baenziger, Krim & Associates D	BA Colin Baenziger & Associates
	5251 South 575 West, Riverdale, UT 8440	5
	SIGNATURE Lynelle Klein	
	ZED SIGNATURE SIMILLE KLU	
	NE # (970_433-7189 FAX#_(561) 621-1	5965 DATE 05/06/2025
	ile@cb-asso.com	

OFFICE OF HUMAN RESOURCES CONSULTANT TO PERFORM EXECUTIVE RECRUITING RFP-3-25-19

CERTIFICATION OF FINANCIAL CONDITION

Solicitation #: RFP-3-25-19	
Vendor Name: Baenziger, Krim & Associates DBA Col	in Baenziger & Associates
The undersigned hereby certifies that: (check all applicable b	_
, , , , , , , , , , , , , , , , , , , ,	•
The Vendor is in sound financial condition and, if appl opinion for the latest audit of its financial statements.	
Firm was a sole-proprietorship and Re Date of latest audit: (if months, explain the reason).	ecently Became a Corporation f no audit was conducted within the past 18
The Vendor has no outstanding liabilities to the Intern government entity, including tax and judgment liens.	al Revenue Service or any other
The Vendor is current in all amounts due for payment employment-related contributions and withholdings.	s of federal and state taxes and required
The Vendor is not the subject of any current litigation or state law.	or findings of non-compliance under federal
The Vendor has not been the subject of any past or confitigation, or findings of non-compliance under federal ability to fulfill the requirements of this contract.	urrent litigation, findings in any past or state law that may impact in any way its
☑ He or she is authorized to make the foregoing statement. This shall constitute a continuing certification, and Manager within 30 days of any material change to any of	the Vendor shall notify the Purchasing
If any one or more of the foregoing boxes is NOT checke in the space below. Failure to include any explanation man non-responsive and its submission being rejected.	d, the Vendor shall explain the reason(s) ay result in the Vendor being deemed
Amelle Klew	05/06/2025
Signature	Date
Lynelle Klein	Senior VP for Operations
Printed Name	Title

This certification must be signed by an individual authorized to speak for the Vendor.

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III. Scope of Work and Methodology

The following search methodology has been refined over the past twenty-seven years and is virtually foolproof. That said, we will integrate any ideas you have into the process to the extent possible. Our goal is to ensure you have the right people to interview as well as all the information you need to make the right decision.

Phase I: Information Gathering / Needs Assessment / Brochure Preparation

Task One: Needs Assessment

An important part of the recruiter's work is selling the community to the very best candidates (including those who are not actively looking for the next job) while providing an honest portrayal of the community and the opportunity. As such, CB&A must first determine the needs of the client and the characteristics of the ideal candidate. Our approach is as follows:

- Gather information from the jurisdiction, its website and other sources;
- Interview the elected body and other key parties (such as County staff). Our goal is to develop a strong sense of your organization, its leadership, its short- and long-term expectations, and its challenges;
- Determine the characteristics of the ideal candidate. These will include experience, longevity, education, personality, demeanor, skills, and achievements as well as other items you and the community consider important;
- Determine a reasonable compensation package; and
- Finalize the timeline with the County so both the elected body and the candidates will know when the interviews will be held and when they need to be available.

If the County wishes, we will gladly incorporate meetings with other stakeholders (such as the business community, non-profit organizations, the religious community, and so on) to gather their insights. We can also solicit the input of your residents through an on-line survey.

Task Two: Develop Position Description and Recruitment Materials

Based on the information we gather; CB&A will next develop a comprehensive recruitment profile for your review. We will then incorporate any additional suggestions you may have and finalize the document. A sample profile is included as Appendix B. Other examples can be found on our firm's website under the "Executive Recruitments" / "Active Recruitments" tabs.

Phase II: Recruitment

Task Three: Recruit Candidates

CB&A uses a number of approaches to identify the right people for your position. We say people (and not person) because our goal is to provide you with four to six outstanding semi-finalists. You then select the top three to five people to interview and ultimately choose the candidate who is the best fit with you and your community. The approaches we use are:

Networking: The best approach is diligent outreach. We will network with potential
candidates and consult our database of government professionals. Being well established
in Florida, we know whom we should contact. As we identify outstanding candidates (many

III. Scope of Work and Methodology (continued)

- of whom are not in the market), we will approach them and request that they apply. Often
 excellent candidates are reluctant to respond to advertisements because doing so may
 alienate their current employers.
- Advertising: While we will network to find the best, we will not ignore professional
 organizations and trade press which sometimes yield strong candidates. These might
 include the International City/County Management Association, related state associations,
 LinkedIn, the National Association of Counties, and sites aimed as female and minority
 candidates.
- **CB&A Website:** We will also post the recruitment on our website, <u>www.cb-asso.com</u>. With our reputation, many candidates consult it regularly.
- Email: We will e-mail the recruitment profile through our listserv of approximately fourteen
 thousand managers and professionals who are interested in local government
 management positions. One of the advantages of e-mail is that if the recipient is not
 interested, he/she can easily forward the recruitment profile to someone else who may be
 interested.

We generally do not use local newspapers, national newspapers, or generic websites because while they produce large numbers of applications, they generally do not produce the caliber of candidates we are seeking. If the County wants to have ads placed in these venues, it will need to bear the cost.

Phase III: Screening and Finalist Selection

Task Four: Evaluate the Candidates

Based on our most recent recruiting efforts, we anticipate receiving resumes from forty to sixty applicants. We will use the information we developed in Phase I to narrow the field. Selecting strong candidates is, in reality, more of an art than a science and a mixture of in-depth research and subjective evaluation. While we consider standard ranking factors and the elements of the job, ultimately the most important factor is who we believe will be an outstanding fit with the County and the community as your next County Manager.

Specifically, our efforts will involve:

Step One. Resume Review. CB&A will evaluate all resumes and identify the eight to fifteen candidates of the highest quality.

Step Two. Screening Interview. Our lead recruiters, and possibly other senior representatives of the firm, will interview each of the top candidates. Using what we learned in Phase I and our experience as managers and recruiters, as well as our unique ability to assess candidates, we will determine whether to consider each candidate further.

Step Three. Evaluate the Best Candidates. We will conduct thorough research into the backgrounds of the best six to twelve candidates. Specifically, CB&A will:

Ask the Candidates to Prepare a Written Introduction: We will ask the
candidates to answer a series of questions about themselves as an adjunct to their
resumes and cover letters. By so doing, (1) the candidates can tell their story in
their own words, and balance the negativity that is so often characteristic of the
press, and (2) the County to evaluate the candidates written communication skills.

- Interviews of References: We provide the candidate with a list of references with whom we wish to speak. These will include current and former elected officials, the municipal attorney, the external auditor, staff members, peers, news media representatives, the director of the local chamber of commerce, community activists, the Human Resources Director they work with, and others who know the candidate. All told, the list will include approximately 20 individuals. We will also attempt to contact some individuals who are not on the candidate's list. Typically, we reach eight to twelve people and prepare a written, approximately page long summary of each conversation.
- Legal Checks: Through our third-party vendor, American DataBank, we will
 conduct the following checks: criminal records at the county, state, and national
 level; civil records for litigation at the county and federal level; motor vehicle
 records; and bankruptcy and credit. As an aside, while only police departments
 have access to the gold standard for criminal records (the NCIC database), our
 vendor has developed a very reliable substitute.
- Search the Internet, Newspaper Archives, and Social Media: Virtually every local newspaper has an electronic archive that provides stories about perspective candidates, the issues they have dealt with, how they resolved them and the results. These articles can also provide valuable insights into the candidate's relationship with the public and the governing body. Of course, not all news sources are unbiased, and we consider that in our evaluation. Further, we will review the candidate's social media accounts.
- **Verification of Education and Work History:** We will verify all claimed educational degrees, as well as the candidate's work history for the past 15 years to ensure the candidate has been completely forthright.
- Candidate Disclosure Statement: We ask candidates to disclose anything controversial in their background that we need to be aware of. While it is unlikely that they will disclose anything we are not already aware of at this point, we believe redundant checks are beneficial.

As part of our efforts, we will crosscheck sources, search for discrepancies, and resolve them. When sensitive or potentially embarrassing items are discovered, they will be thoroughly researched. Depending on what we discover, we may decide to drop the candidate or to present them with an explanation.

Note: We firmly believe that all background work and checks should be completed prior to presenting them to you. That way you will know the individuals you select to interview are all top performers and do not have anything embarrassing in their pasts that might come to light after selection. It also means that once you have made a selection, you can move forward promptly, negotiate a contract and make an announcement.

Task Five: Preparation and Presentation of Candidate Materials

CB&A will select six to ten candidates and present them for your consideration as finalists. We will provide you electronically a complete written report for each recommended candidate which will include: the candidate's cover letter, resume, introduction, references, background checks

III. Scope of Work and Methodology (continued)

and internet / newspaper archive search results. A complete sample candidate report is included as Appendix C. We will also provide advice on interviewing, a series of questions the elected officials may wish to ask (as well as outlining questions that are not appropriate to ask), and some logistical information.

Task Six: Finalist Selection

Approximately a week after the County has received the candidate materials, CB&A will meet with the elected officials to discuss our findings and to select finalists (ideally five with an alternate) to be invited to interview.

Task Seven: Notify All Candidates of Their Status

We will notify the finalists by telephone and give them the opportunity to ask additional questions. Additionally, we will provide them with information concerning the interviews and travel if necessary.

CB&A will also contact those not selected to be interviewed. Part of the notification will include advice concerning their application materials, even though they were not selected to go forward, they will have gained something valuable from participating in the process.

Phase IV: Coordinate the Interview Process and County Manager Selection

Task Eight: Coordinate the Candidate Assessment Process

Prior to the interviews, we will recommend an evaluation process including mechanisms to assess the candidates' communication skills, interpersonal skills, and decision-making skills. Typically, we suggest the Commission observe the finalists in three settings: a social setting (since the selected candidate will frequently represent the County at community functions), one-on-one interviews, and a Commission meeting.

Day #1: The finalists are given a tour of the community by a knowledgeable staff member or resident. Communities often also include a reception with the County's senior staff at this point.

Later, that evening, the Commission can host a reception for the candidates. The purpose is to observe how the finalists respond to a social situation. As noted, your next County Manager will, after all, represent your local government in a variety of venues. It is thus important to know how the individual will respond to your citizenry. The reception also serves as an icebreaker whereby the Commission Members and the candidates get to know one another informally.

Day #2: The next morning, each candidate will interview individually with each Commission Member for approximately 40 minutes. These meetings provide you with an opportunity to assess how the candidates might interact with you on an individual basis. Ultimately, Managers succeed or fail based on their interaction with the Commission and its individual members. One-on-one interviews are an excellent way to test that interaction.

After lunch, the Commission, as a group, will interview each finalist one at a time for approximately 30 minutes. Part of the interviews might include a PowerPoint presentation, so the Commission can observe the candidates' presentational skills.

III. Scope of Work and Methodology (continued)

We recommend you invite the finalists' spouses to the interviews, so they can become familiar and feel comfortable with the community.

Finally, if it would make you feel more comfortable, we can recommend several third-party management and personality assessment tools that the County can use to provide additional input. They are available at a relatively small cost and are not included in our fee.

Task Nine: Debriefing and Selection

After the interviews are completed, we have developed a simple methodology that moves the elected body quickly and rationally to selecting your next Manager.

Phase V: Negotiation and Continuing Assistance

Task Ten: Notification, Contract Negotiations and Warranty

If requested, we will assist in the employment agreement negotiations. Generally, a member of the elected body and the attorney conduct the actual negotiations while we provide advice and assistance concerning the compensation package and contract. We can also take the lead role in the negotiations if desired. We have a standard contract you are welcome to use with the selected candidate. Your attorney, of course, will prepare the final contract. Since the basic parameters will have been discussed with the candidates, and the candidates have been thoroughly vetted, we expect prompt agreement.

Task Eleven: Continuing Assistance

Our work is not done when the contract is executed. We will stay in touch with you and your new County Manager. Our goal is to be there to assist in resolving any issues that arise before they become intractable. We simply feel it is part of our job to ensure a successful relationship.

Communications: We will provide weekly reports about the status of the search, in writing or by phone, depending upon your preference. At significant milestones we will make the reports in person. We are also available at any time, day or night, to address any questions you have along the way. To do so, we will provide you with our cellphone numbers and you should feel comfortable contacting us whenever you have a question whether it is directly related to the search or, for that matter, anything else related to local government. We are, in addition to being exceptional recruiters, students of local government, and can often provide insights and names of parties who have dealt a wide variety of issues, often with innovative solutions. We want to be responsive and to assist in any way we can.

The County's Obligations

The County will be responsible for providing the facilities for the interview process, coordinating lodging for candidates from outside the area, and making arrangements for the reception. The County will also be responsible for reimbursing the candidates (and spouses, if invited) for all expenses associated with their travel, meals, and incidentals for the interview process.

Proposed Project Schedule

The following is the schedule we would suggest and assumes CB&A is selected to complete the search by May 19th. It can be adjusted based on the availability of the Commission.

Phase I: Needs Assessment / Information Gathering

May 23rd: CB&A begins meeting with the Commission Members and other

stakeholders to understand the job and its challenges.

June 3rd: CB&A submits the draft of the full recruitment profile to the County for its

review.

June 10th: County provides comments on the recruitment profile.

Phase II: Recruiting

June 13th: CB&A posts the full recruitment profile on its website and submits it to the

appropriate publications. It is also e-mailed to approximately 14,000 local

government professionals.

July 4th: Closing date for submission of applications.

July 9th: CB&A reports on the results of the recruitment.

Phase III: Screening, Reference Checks and Credential Verification

August 12th: CB&A forwards its reports and materials to the County for the

recommended candidates. These will include the candidates' cover letters, resumes and introduction as well as the results of our reference,

background, and Internet/newspaper archives/social media checks.

August 19th: County selects approximately five finalists and an alternate to interview.

Phase IV: Interview Process Coordination and County Manager Selection

August 28th: County holds reception for the finalists.

August 29th: One-on-one and full Commission interviews and selection of County

Manager.

Phase V: Negotiation, Warranty & Continuing Assistance

Post-Selection: CB&A works with County representatives and the selected candidate on

an employment agreement.

What Sets Colin Baenziger & Associates Apart

While all the recruiting firms follow fairly similar recruiting processes, there are some important nuances you should be aware of when comparing prices.

- We have refined our approach to the point where it is problem free.
- We will recruit the best candidates while some firms rely solely on advertising.
- The candidates we present are and will be outstanding. Examples include Bryan Hill and T.C. Broadnax. Mr. Hill was an Assistant County Manager at Beaufort County, SC, when we placed him with James City County, VA. He later was recruited to be the County Executive (equivalent to a County Manager) for Fairfax County, VA (population 1,200,000). Mr. Broadnax was an Assistant City Manager with San Antonio when we placed him as the City Manager of Tacoma, WA. After five years with Tacoma, he was recruited to be the City Manager of Dallas, TX (population 1,400,000).
- We are extremely customer focused. We will communicate regularly, and you will have the cell phone number of our project manager and the other members of our project team. We are always available should you need to reach us.
- We are also candidate-focused (as they are the other half of the equation). In fact, our candidates tell us we are the best in the industry when it comes to keeping them informed.
- Potential candidates also tell us we are the best in the industry at describing the opportunity and what characteristics the opportunity we are recruiting for.
- Our background checks are the most thorough in the industry and are completed *prior to presenting* any candidates for our client's consideration. That is important because you are guaranteed that you are interviewing only high performers with clean backgrounds, and once you make a selection, you will be able to immediately make an offer to the chosen candidate. Additionally, not only do many candidates tell us we are the most thorough firm in the industry in conducting background checks, some tell us we are the only firm they have worked with that conducts background checks. See Appendix F for a testimonial.
- Our candidate pools are diverse. Typically, 40% of our finalists are women and/or minorities. For example, the aforementioned Mr. Hill and Mr. Broadnax are both African Americans.
- We are always on time we have never missed a major project milestone.
- We are always on budget. In the 26 years we have conducted executive searches, we have never asked a client for more than our initially bid firm fixed fee.
- We work extremely well with the press. Hence, if you would like, we can be the County's liaison for these searches. We are quite content not to do so, but it is a skill we have.
- The quality of our work is unmatched!

The bottom line is we will deliver only outstanding candidates for you to consider seriously to fill your position and the search will be problem free. The project will be completed on time and on budget. You are hiring us as your expert and, as such, we should be able to foresee all circumstances and plan accordingly. In other words, we do not believe in unforeseen circumstances. Our background checks are the best in the industry (for an example, please see Appendix C) as are our recruitment materials. Finally, we provide a turn-key product – that is, we will do the work and not be a burden to your staff.

Guarantee

Colin Baenziger & Associates offers one of the best warranties in the industry. We can offer it because we have confidence in our work. Provided we conduct the full search (each element of Phases I-V), and the County follows our recommendations and selects from among the candidates we recommend, we warrant the following:

- 1) We will not approach the selected candidate for any other position as long as the individual is employed by the County.
- 2) If the selected individual leaves for any reason other than an Act of God (such as total incapacitation or death) within the first year, CB&A will repeat the search for the reimbursement of our expenses only.
- 3) If you are not satisfied with the candidates we present, CB&A will repeat the search until you feel you have candidates who are an outstanding fit with your organization.
- 4) Our price is guaranteed and will not be exceeded for any reason, even if conditions change after the contract is executed.

VI. Required Proposal Forms

SUBMIT SEALED PROPOSAL TO:

BREVARD COUNTY PURCHASING SERVICES 2725 JUDGE FRAN JAMIESON WAY BLDG, C, 3rd FLOOR, SUITE C-303 VIERA, FL 32940

REQUEST FOR PROPOSALS

PROCUREMENT ANALYST: katherine.wall@brevardfl.gov

(321)637-5337

AN EQUAL OPPORTUNITY EMPLOYER FLORIDA TAX EXEMPT #85-8012621749C-1 FEDERAL TAX-EXEMPT #59-6000523

PROPOSAL SPECIFICATIONS MAY BE OBTAINED AT: VendorLink.com

RELEASE DATE: PROPOSAL TITLE: PROPOSAL NUMBER: PROPOSAL OPENING DATE AND

April 25, 2025	Consultant to Perform Executive Rec	cruiting	RFP-3-25-19	TIME: May 9, 2025, 10:00 AM
PRE-PROPOSAL MEETING DATE, TIME, AND LOCATION:		QUESTION DEADLINE DATE		
There will not be a pre-proposal meeting held with the solicitation			KECEIVED AFTER THE ABOVE	
	-		May 2, 2025, 5:00 PM	DATE AND TIME WILL NOT BE ACCEPTED
				WILL NOT BE ACCEPTED
	▼ CONSULTANT MUST COM	APLETE TH	IS AREA AND RETURN	FORM▼
LEGAL NAME OF CONSULT	TANT AND BUSINESS ADDRESS:	FEDERAL I	D NO. (FEIN) OR SOCIAL SEC	JRITY NO. (SSN):
Baenziger Krim & A		33-3364	1337	
DBA Colin Baenzig 5251 S. 575 W.	ger & Associates	If returning a	as a "no proposal," state the reas	on:
Riverdale, UT 844	05			
TELEPHONE NUMBER/TOL				
(801) 628-8364	L-FREE NOMBER.			
		L		
firm or person submit without collusion or fr Proposal to Brevard C Contractor will conve- action it may now or h fixing relating to the discretion, such assig the Contractor. The Provisions attached	ting a Proposal for the same raud. I certify that I am auth County (the "County"), the C y, sell, assign, or transfer to ereafter acquire under the ar particular commodities or so proment shall be made and bo Contractor has reviewed	e materials norized to contractor of the Cour ntitrust law ervices pu ecome eff and agre at all infor	s, supplies or equipment sign this Proposal for to offers and agrees that in the all rights, title, and in as of the United States a prochased or acquired by ective at the time the Co tes to all of the Generation provided in the	nections with any corporation, and is in all respects fair and the Contractor. In submitting a the Proposal is accepted, the neest in and to all causes of the State of Florida for price the County. At the County's punty tenders final payment to the Conditions, Terms, and is RFP and any attachments the punder F.S. 287 135(5) as
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OFFICE OF HUMAN RESOURCES CONSULTANT TO PERFORM EXECUTIVE RECRUITING RFP-3-25-19 DISCLOSURE FORM

FOREIGN INFLUENCE ON CONTRACTS OR GRANTS HAVING A VALUE OF \$100,000 OR MORE

Summary of Form: In order for the County to comply with section 286.101, Florida Statutes, all prospective contractors and grant recipients seeking to contract with the County, or receive a grant from the County, where said contract or grant has a value of \$100,000 or more must disclose to the County (1) any current or prior interest of, (2) any contract with, or (3) any grant or gift received from a foreign country of concern (defined as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, and the Syrian Arab Republic, or an agency or other entity under the significant control of such foreign country of concern) if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five years. The disclosure is specified below. Within one year before applying for any grant or proposing any Contract, such entity must provide a copy of such disclosure to the Department of Financial Services. Disclosure is not required in certain circumstances, outlined below. A Contract is any agreement for the direct benefit or use of any party to such agreement, including an agreement for the sale of commodities or services. A Gift is any transfer of money or property from one entity to another without compensation. A Grant is a transfer of money for a specified purpose, including a conditional gift. An interest in an entity means any direct or indirect investment in or loan to the entity valued at 5 percent or more of the entity's net worth or any form of direct or indirect control exerting similar or greater influence on the governance of the entity.

I. SECTION I. Please answer yes or no to each statement below:

YESINO

I AM BIDDING ON A CONTRACT/APPLYING FOR A GRANT WITH A POTENTIAL VALUE UNDER \$100,000. If yes, this disclosure form as been completed. Please sign and date at the bottom.

OR

YES / NO I AM BIDDING ON A CONTRACT/APPLYING FOR A GRANT WITH A POTENTIAL VALUE OF OVER \$100,000. If yes, proceed to the next question.

YES / NO

I HAVE MADE A FOREIGN INFLUENCE DISCLOSURE ONLINE WITH THE
DEPARTMENT OF FINANCIAL SERVICES. If yes, please proceed to SECTION IV and
provide the date of the disclosure, your name and address. Then sign and date at the
bottom.

II. SECTION II. Please answer yes or no to the statement below:



Bidder/Grantee has (1) a current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern (defined as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan Regime of Nicolas Maduro, and the Syrian Arab Republic, or an agency or other entity under the significant control of such foreign country of concern); and (2) such interest, contract, or grant or gift has a value of \$50,000 or more; and (3) such interest existed, or such contract or grant or gift was received or in force at any time during the previous five years.

III. SECTION III. If you answered NO to SECTION II, you have completed this form. Please sign/date at the bottom. If you answered YES to SECTION II, then answer YES or NO to the following:



This is a proposal to sell commodities through an online procurement programs established pursuant to section 287.057(22), Florida Statutes.

This is a proposal from an entity that discloses foreign gifts or grants under section 1010.25 or section 286.101(2), Florida Statutes.

VI. Required Proposal Forms (continued)

research funded by any federal Agency.
IV. SECTION IV. If you answered YES to any question in SECTION III, you have completed this form. Please sign/date at the bottom. If you answered NO to all of the questions in SECTION III, then you must make the following disclosures online to the State of Florida Department of Financial Services before the County may contract with you or award you said grant. Please disclose the following:
Date Disclosure of the information below was made by Bidder/Grantee to the State of Florida Department of Financial Services online:
Name of Bidder/Grantee:
Mailing Address of Bidder/Grantee:
Value of the Contract/Grant or Gift:
Foreign Country of Concern or the Agency or other entity under the significant
Control of such Foreign country of Concern:
Date of Termination of the contract or interest with the Foreign Country of Concern:
Date of Receipt of the Contract/Grant or Gift:
Name of the agent or controlled entity that is the source or interest holder:
I verify that the information provided on this form is true and correct, and that I am duly authorized to make said binding disclosures on behalf of myself or my Company, as applicable.
Company Name Colin Balnzger + Associates Signature: Mull Klub Date: 5/6/25
Title: Senior VP for Operations
STATE OF COLORADO COUNTY OF MESA Sworn to and subscribed before me by means of physical presence or online notarization, this 6 day of May , 2025 , by (name of person making statement).
[Notary Seal] JUVY C. HANSEN NOTARY PUBLIC STATE OF COLORADO NOTARY ID 20154021350 MY COMMISSION EXPIRES JUNE 05, 2027 Name typed, printed or stamped
My Commission Expires: \(\square\tau \tau \tau \tau \tau \tau \tau \tau

This is a proposal from a foreign source that, if granted or accepted, would be disclosed under section 286.101(2) or section 1010.25, Florida Statutes.

This is a proposal from a public or not-for-profit research institution with respect to

Produced Identification

OBRIGATION

Personally Known OR _ Type of Identification Produced _

OFFICE OF HUMAN RESOURCES CONSULTANT TO PERFORM EXECUTIVE RECRUITING RFP-3-25-19

CONTRACTOR AFFIDAVIT REGARDING SCRUTINIZED COMPANY LIST

Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Contract is for more than \$1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

For Contracts of any amount, if the County determines the Contractor submitted a false certification under Section 287.135(5), F.S., or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a), F.S., or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4), F.S., are met. For Contracts \$1,000,000 and greater, if the County determines the Contractor submitted a false certification under Section 287.135(5), F.S., or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a), F.S., or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4), F.S., are met.

STATE OF COLORADO

COUNTY OF MESA

by me	BEFORE ME, the undersigned authority, personally appeared <u>Lynelle Klein</u> , who, being first duly sworn, made the following statement:
1.	The Business address of Colin Baenziger & Associates (name of contractor) is 5251 South 575 West, Riverdale, UT 84405
•	
2.	Senior VP for Operations (relationship such as sole proprietor, partner, president, vice
	president).

3. I understand that "Boycott of Israel" has the same meaning as defined in Section 215.4725, F.S., and means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered by the State Board of Administration to be evidence that a company is participating in a boycott of Israel. The term does not include restrictive trade practices or boycotts fostered or imposed by foreign countries against Israel.

VI. Required Proposal Forms (continued)

4.	I understand that "business operations" means, for engaging in commerce in any form in Cuba or developing, maintaining, owning, selling, possess personnel, products, services, personal property, apparatus of business or commerce.	Syria, including, but not limited to, acquing, leasing, or operating equipment, facil	iring, lities,
5.	Colin Baenziger & Associates (name of contra Boycott Israel List, created pursuant to Section 215	ctor) is not on the Scrutinized Companies 5.4725, F.S., or is engaged in a boycott of Is	that srael.
6.	Colin Baenziger & Associates (name of contra Activities in Sudan List or the Scrutinized Compan Sector List, created pursuant to Section 215.473,	ctor) is not on the Scrutinized Companies lies with Activities in the Iran Petroleum Er F.S.	with
vorn	Colin Baenziger & Associates (name of contra Cuba or Syria. Signature to and subscribed before me in the state and cou	ctor) is not engaged in business operation of the second o	ns in
, ,	Public mmission expires: SUNT OF, 2024	JUVY C. HANSEN NOTARY PUBLIC STATE OF COLORADO NOTARY ID 20154021350 MY COMMISSION EXPIRES JUNE 05, 2027	

Authorization

Those authorized to bind the company are partners Colin Baenziger and Scott Krim, as well as Lynelle Klein, Senior Vice President for Operations.

Sincerely,

Colin Baenziger Senior Partner

Cli Baeryige

OFFICE OF HUMAN RESOURCES CONSULTANT TO PERFORM EXECUTIVE RECRUITING RFP-3-25-19

FOREIGN COUNTRY OF CONCERN ATTESTATION (PUR 1355)

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with the Brevard County Board of County Commissioners, a political subdivision of the State of Florida, which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

Colin Baenziger & Associate (Name of Entity) is not owned by the government of a "Foreign country of concern", as defined in section 287.138, Florida Statutes, is not organized under the laws of nor has its principal place of business in a foreign country of concern, and the government of a foreign country of concern does not have a controlling interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true

stated in it are true.	
Printed Name: Lynelle Klein	
Title: Senior VP for Operations	
Signature: Myllle Klu	Date: 05/06/2025





THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and Colin Baenziger & Associates (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

- 1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
- 2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
- 3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.





- 4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
- 5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
 - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
- 6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

- 7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
- 8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the anti-discrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly





employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

- DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.
- 9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.
- The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of 10. any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.
- The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.
- The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative 12. nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.
- The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status





(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

- 14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).
- 15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.
- 16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident Password" in the subject line of your email when sending a breach report to E-Verify.
- 17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.
- 18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon





reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

- 19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.
- 20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.
- 21. The Employer agrees that <u>E-Verify trademarks</u> and logos may be used only under license by DHS/USCIS (see <u>M-795 (Web)</u>) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.
- 22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

- 1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.
- 2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.
 - a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.





- b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
- c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
- d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin

E-Verify verification of all existing employees within 180 days after the election.

- e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
 - i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
 - ii. The employee's work authorization has not expired, and
 - iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
 - i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
 - ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
 - iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with





Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

- g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.
- 3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

- 1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
- 2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
- 3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.
- 4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

- 1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:
 - a. Automated verification checks on alien employees by electronic means, and





- b. Photo verification checks (when available) on employees.
- 2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
- 3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
- 4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
- 5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
- 6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
- 7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
- 8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
- 9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLEIII REFERRALOFINDIVIDUALSTOSSAAND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case.





The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

- 2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
- 3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
- 4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
- 5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
- 6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

- 1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
- 2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
- 3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
- 4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the





employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

- 5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
- 6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
 - a. Scanning and uploading the document, or
 - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
- 7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
- 8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
- 9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLEV MODIFICATION AND TERMINATION

A. MODIFICATION

- 1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
- 2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.





B. TERMINATION

- 1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
- 2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
- 3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
- 4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.





- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).
- F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.
- G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.





Approved by:

Employer	
Colin Baenziger & Associates	
Name (Please Type or Print) Colin Baenziger	Title
Signature	Date
Electronically Signed	09/27/2009
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature	Date
Electronically Signed	09/27/2009





Information Required for the E-Verify Program		
Information relating to your Company:		
Company Name	Colin Baenziger & Associates	
Company Facility Address	2055 South Atlantic Avenue Suite 504 Daytona Beach Shores, FL 32118	
Company Alternate Address		
County or Parish	PALM BEACH	
Employer Identification Number	324404451	
North American Industry Classification Systems Code	923	
Parent Company		
Number of Employees	1 to 4	
Number of Sites Verified for	1 site(s)	





Are you verifying for more than	1 site? If yes, please provide the number of sites verified for in each State:
FL	1





Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Kathvrn L Knutson Phone Number 7152823595 Fax 7152823595

Email klknutson@cb-asso.com

Name Colin Baenziger
Phone Number 5617073537
Fax 7152823595

Email Colin@cb-asso.com





This list represents the first 20 Program Administrators listed for this company.