



Agenda Package
Telephonic Executive Search
Committee Meeting

February 11, 2016
2:00 PM

Executive Search Committee

Bill Conrad, Newberry – Chairman
Barbara Quiñones, Homestead – Vice Chairman
Larry Mattern, Kissimmee – Treasurer
Lynne Tejeda, Key West – Secretary
Howard McKinnon, Havana, Executive Committee Chairman
Allen Putnam, Jacksonville Beach
Robert Page, Green Cove Springs
Mike Poucher, Ocala

Telephonic Meeting Held 2:00 p.m.
Thursday, February 11, 2016
Florida Municipal Power Agency
8553 Commodity Circle
Orlando, Florida 32819



Florida Municipal Power Agency

Nicholas P. Guarriello
General Manager and CEO

MEMORANDUM

TO: FMPA Executive Search Committee
FROM: Nicholas P. Guarriello
DATE: February 5, 2016
RE: FMPA's Executive Search Committee Telephonic Meeting
Thursday, February 11, 2016 –2:00 p.m.
PLACE: **Via Teleconference** at Florida Municipal Power Agency, 8553
Commodity Circle, Orlando, FL 32819

Chairman Bill Conrad, Presiding

DIAL-IN INFORMATION:

Toll Free 866-411-8247, Local 321-239-1100 – ACCESS CODE 91583#
(If you have trouble connecting via phone please call 407-355-7767)

AGENDA

- 1. Call to Order, Roll Call, Declaration of Quorum**
- 2. Recognition of Guests**
- 3. Set Agenda (by vote)**
- 4. Consent Agenda**
 - a. Approval of Minutes – Telephonic Meeting Held January 14, 2016
- 5. Action Items**
 - a. Consider and Approve Contract with Mycoff, Fry & Prouse, LLC for Executive Search
- 6. Information Items**
 - a. None
- 7. Member Comments**
- 8. Adjournment**

NPG/su

One or more participants in the above referenced public meeting may participate by telephone. At the above location there will be a speaker telephone so that any interested person can attend this public meeting and be fully informed of the discussions taking place either in person or by telephone communication. If anyone chooses to appeal any decision that may be made at this public meeting, such person will need a record of the proceedings and should accordingly ensure that a verbatim record of the proceedings is made, which includes the oral statements and evidence upon which such appeal is based. This public meeting may be continued to a date and time certain, which will be announced at the meeting. Any person requiring a special accommodation to participate in this public meeting because of a disability, should contact FMPA at (407) 355-7767 or 1-(888)-774-7606, at least two (2) business days in advance to make appropriate arrangements.

CLERKS DULY NOTIFIED..... JANUARY 5, 2016
AGENDA MATERIALS SENT TO MEMBERS JANUARY 12, 2016

MINUTES
FMPA TELEPHONIC EXECUTIVE SEARCH COMMITTEE MEETING
FLORIDA MUNICIPAL POWER AGENCY
8553 COMMODITY CIRCLE
ORLANDO, FLORIDA
THURSDAY, JANUARY 14, 2016
1:00 P.M.

MEMBERS	Bill Conrad, Newberry, Chairman
PRESENT	Barbara Quiñones, Homestead, Vice Chair
VIA	Lynne Tejeda, Key West, Secretary
TELEPHONE	Larry Mattern, Kissimmee, Treasurer
	Howard McKinnon, Havana, Executive Committee Chairman
	Bob Page, Green Cove Springs
	Allen Putnam, Jacksonville Beach
	Mike Poucher, Ocala
OTHERS	Grant Lacerte, Kissimmee
PRESENT	Patrick Foster, Leesburg
VIA	David Anderson, Ocala
TELEPHONE	Jim O'Connor, Vero Beach
	Randy Old, Vero Beach
STAFF	Nick Guarriello, General Manager and CEO
PRESENT	Fred Bryant, General Counsel (via telephone)
	Sue Utley, Executive Asst./Asst. Secy. to the Board
	Sharon Adams, Human Resources/Administrative Services Manager

ITEM 1 – CALL TO ORDER, ROLL CALL AND DECLARATION OF QUORUM

Chairman Bill Conrad, Newberry, called the telephonic Executive Search Committee meeting to order at 1:02 p.m. on Thursday, January 14, 2016, via teleconference with staff participating in the Board Room at Florida Municipal Power Agency, 8553 Commodity Circle, Orlando, Florida. A speaker phone was present for public attendance. The roll was taken and a quorum was declared with all 8 members present via telephone

ITEM 2 – RECOGNITION OF GUESTS

None

ITEM 3 – SET AGENDA

There was consensus to proceed with the agenda as presented.

ITEM 4a – REVIEW AND RANK EXECUTIVE SEARCH CONSULTANT PROPOSALS

The Executive Search Committee discussed all the proposals sent in and ranked each firm.

The rankings were tallied and the results were as follows:

David Gomez & Associates	0
Dowdy Recruiting LLC	0
Hendrick & Struggles	3
Hillsborough County Civil Service Board	0
Korn Ferry.....	0
(3) Little & Associates	8
(1) Mycoff, Fry & Prouse LLC	24
(2) Russell Reynolds Associates	12
Strategic Government Resources (SGR).....	0

ITEM 4b – DISCUSS AND RECOMMEND NEXT STEPS

The Executive Search Committee discussed next steps. The Chairman said he would report the results of the Executive Search Committee's recommendations and rankings of the top three firms at the January 21, 2016 Board of Directors meeting.

ITEM 5 – Member Comments

None.

ITEM 6 – ADJOURNMENT

There being no further business, the Executive Search Committee adjourned at 1:58 p.m.

Bill Conrad
Chairman, Board of Directors

Lynne Tejeda
Secretary

Approved: _____

Seal

BC/LT/su



Florida Municipal Power Agency

AGENDA PACKAGE MEMORANDUM

TO: Executive Search Committee
FROM: Bill Conrad, FMPA Chairman
DATE: February 5, 2016
ITEM: 5a – Consider and Approve Contract with Mycoff, Fry & Prouse, LLC for Executive Search

Strategic Relevance **FMPA's Relevant Strategic Goals**

1. Have highly effective, qualified leadership and staff

Policy Decisions/Implications

- Whether to approve the contract of the Executive Search Consultants.
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Introduction

- Chairman Bill Conrad appointed eight members to the Executive Search Committee. They are Bill Conrad of Newberry, chair, Larry Mattern of Kissimmee, Howard McKinnon of the Town of Havana, Bob Page of Green Cove Springs, Allen Putnam of Jacksonville Beach, Lynne Tejada of Key West, Barbara Quinones of Homestead, and Mike Poucher of Ocala.
- On Jan. 14, 2016, The Executive Search Committee met via conference call to review and rank the Executive Search Consultant proposals. Other FMPA members also joined the conference call.

On Jan. 21, 2016, The Board of Directors approved the Executive Search Committee's short-list ranking of executive search consultants, as follows: 1) Mycoff, Fry & Prouse LLC, 2) Russell Reynolds Associates, and 3) Little & Associates, Inc. They authorized the Executive Search Committee to undertake to negotiate with the first-ranked consultant a contract for a scope of services at a level of compensation that the Executive Search Committee determines is fair, competitive and reasonable. If the Committee cannot reach a mutually acceptable agreement with the top-ranked consultant, the Committee can commence negotiation with the second-ranked consultant and so on until, at the Committee's discretion, a contract is executed.

Negotiations	<p>Bill Conrad and Nicholas Guarriello negotiated with Carl Mycoff to reduce the cost of the contract. The negotiated amount is believed to be fair, competitive and reasonable. The negotiations were based on the following factors.</p> <ol style="list-style-type: none">1. Mycoff, Fry & Prouse removed the 10% mark up on reimbursable expenses such as; travel expenses, recruiting and advertising expenses and other associated costs.2. Mycoff, Fry & Prouse reduced the overall fee by 5%. The cost will now be \$69,000 reduced from \$73,000.3. On Dec. 16, 2015, Carl Mycoff did not charge FMPA for the time he spent in Orlando to facilitate the Board of Directors workshop to discuss what qualities are needed in the next General Manager.4. Carl Mycoff will now be the lead Manager on the search.
Next Steps	<p>Mycoff, Fry & Prouse will begin the search process according to the recruitment schedule outlined in the Consulting Services Agreement, “Schedule A”.</p>
Recommended Motion	<p>Move approval of the consulting services agreement between Florida Municipal Power Agency and Mycoff, Fry & Prouse, LLC dated February 11, 2016.</p>

BC/sa
Attachment

Consulting Services Agreement

This Consulting Services Agreement is entered into on this 11th day of February, 2016, and is by and between Florida Municipal Power Agency, a governmental joint action agency organized and existing pursuant to Florida law, with its office located at 8553 Commodity Circle, Orlando, Florida 32819, ("FMPA") and Mycoff, Fry & Prouse, LLC ("CONSULTANT"), with its principle place of business located at PO Box 1310, Conifer, Colorado 80433-1310.

FMPA is a municipal election joint action agency formed pursuant to section 163.01, Florida Statutes, and exercises powers pursuant to section 163.01 and chapter 361, part II, Florida Statutes.

Consultant is company offering expert advice, guidance and consulting in various areas. The parties desire for Consultant to perform the consulting services more fully described in this agreement and Schedule A.

Now therefore, for and in consideration of the premises and mutual covenants made herein, the parties agree as follows:

Section 1. Scope of Services

Consultant shall provide consulting services (the "Services") to FMPA as described in Schedule A to this agreement, which is attached hereto and incorporated into this agreement by this reference and which may be amended at the sole discretion of FMPA.

Section 2. Term & Termination

This agreement shall become effective upon the date stated in the introductory clause of this agreement, and shall remain in effect until the Services hereunder have been completed or this agreement is terminated by either party upon (10) days written notice.

FMPA shall pay Consultant for any Services that were completed by Consultant prior to the termination of this agreement. Upon such termination, Consultant shall submit to FMPA a final invoice in a manner that is sufficient for FMPA to verify the Services performed by Consultant prior to the date of termination. In no event shall the final reimbursement include any anticipated profits or revenue or other economic loss for unperformed services. No payment shall be made for any work performed by Consultant after the termination date unless Consultant is expressly requested in writing to perform such work by FMPA.

Section 3. Compensation and Payment

FMPA shall pay Consultant for Services furnished under this agreement upon submission of invoice(s) as described in Schedule A. No minimum amount of work or amount payable is guaranteed under this agreement. Consultant shall not be required to furnish additional services or incur additional expenses without written authorization and additional funding from FMPA.

In addition to Consultant's hourly rate, FMPA shall reimburse Consultant for certain reasonable business related expenses supported by original receipt, which may include reasonable travel expenses, business mileage (paid at no more than the IRS approved rate), postage, copying, and other similar business related expenses. All requests for reimbursement of expenses will be subject to audit by FMPA.

FMPA shall make payment for completed Services within thirty (30) days after receipt of an invoice.

Section 4. Independent Contractor Status.

It is understood and agreed that Consultant is an independent contractor, is not an agent or employee of FMPA, and is not authorized to act on behalf of FMPA. Consultant agrees not to hold him or herself out as, or give any person any reason to believe that he or she is an employee, agent, or partner of FMPA. Consultant will not be eligible for any employee benefits, nor will FMPA make deductions from any amounts payable to Consultant for taxes or insurance. All payroll and employment taxes, insurance, and benefits shall be the sole responsibility of Consultant. Consultant retains the right to provide services for others during the term of this Agreement and is not required to devote his or her services exclusively for FMPA.

Section 5. Standard of Care.

The Services and any deliverables provided pursuant to this agreement shall be free from material defect. Consultant represents that the Services shall be performed with reasonable care in a diligent and competent manner and in accordance with generally accepted professional practices.

Section 6. Confidentiality

(a) For purposes of this Section 6, "**Confidential Information**" means the confidential and proprietary information of a party (including, with respect only to FMPA, the confidential and proprietary information of any one or more of its member municipal electric utility systems, including the FMPA), and includes without limitation all data, specifications, calculations, estimates, plans, drawings, construction or technical documents, photographs, summaries, spreadsheets, reports, memoranda, letters, email, and any other documents, instruments, information and materials of any nature whatsoever, whether oral, written or recorded in another medium, relating to the business of a party (including, with respect only to FMPA, the business of one or more

of its member electric utility systems, including the FMPA) which has been or may afterwards be provided or disclosed in relation to the Services. Each party may disclose its Confidential Information (including, with respect only to FMPA, the Confidential Information of any one or more of its member municipal electric utility systems, including the FMPA) (the "**Disclosing Party**") to the other Party (the "**Receiving Party**").

Tangible items of Confidential Information may be marked "CONFIDENTIAL" or "PROPRIETARY" or "CONFIDENTIAL AND PROPRIETARY" by either party, except that no such mark is necessary to cause tangible items to be considered Confidential Information if such tangible items are otherwise included in the definition provided in this section.

(b) The Receiving Party agrees that Confidential Information received must be considered confidential and proprietary property of the Disclosing Party and the Receiving Party, unless prohibited by Florida law, shall hold the same in confidence, and shall not use Confidential Information for purposes other than the purposes contemplated by this agreement, which for CONSULTANT is limited to its rendering of the Services to or for the FMPA. The Receiving Party, to the extent permitted by Florida law, shall not disclose, publish, or otherwise reveal any Confidential Information to any third party whatsoever except after receipt of the specific prior written authorization of the Disclosing Party. CONSULTANT, as the Receiving Party, further agrees, without limiting the other provisions of this agreement, to not utilize the Confidential Information received in association with the agreement, in any way, for any client other than the FMPA and for any matter other than in performance of the Services contemplated hereunder.

(c) Notwithstanding any other provision of this contract, FMPA as the Receiving Party may disclose Confidential Information if necessary, in the opinion of legal counsel for FMPA, to comply with applicable law (including, without limitation, the Florida Public Records Law, Chapter 119, Florida Statutes), order, regulation, ruling, subpoena, or order of a governmental authority or tribunal with competent jurisdiction. In the event that FMPA as the Receiving Party is requested or required to disclose any Confidential Information, FMPA shall promptly notify CONSULTANT of the request or requirement prior to disclosure, if reasonably possible, so that CONSULTANT may, if it elects, seek an appropriate protective order or other designation of such Confidential Information as containing trade secrets or other commercially sensitive information or otherwise seek to contest, limit or protect the confidentiality of any such requested or required disclosure. All costs of seeking any protective order or other designation and for contesting, limiting, or protecting the disclosure of Confidential Information in response to a valid request to or demand upon FMPA as the Receiving Party shall be borne and paid in full by CONSULTANT. With respect to any disclosure made by FMPA as the Receiving Party pursuant to this section 3, FMPA shall furnish only that portion of the Confidential Information that it reasonably determines, in consultation with its legal counsel, is consistent with the scope of the request or demand to disclose and to exercise reasonable efforts to obtain assurance that confidential treatment will be accorded such Confidential Information.

(d) The Receiving Party has no obligation under this agreement with respect to Confidential Information which (1) is, or becomes publicly available without breach of this agreement by the Receiving Party; (2) is rightfully received by the Receiving Party without obligations of confidentiality; (3) is developed by the Receiving Party without breach of this agreement; or (4) is a public record which Receiving Party is obligated by Florida law to disclose to a third party in the opinion of legal counsel for the Receiving Party; provided however, the Confidential Information described in clauses (1), (2), (3), and (4) of this

section shall not be disclosed, in response to a formal request, until 20 days after written notice (as defined in section 10) of the intent to disclose is given to the Disclosing Party along with the asserted grounds for disclosure (unless pursuant to clause (4) only a shorter response is required by Florida law and the Disclosing Party is given advance notice of such response requirement by the Receiving Party not less than one business day prior to disclosure by the Receiving Party).

Section 7. Insurance

The CONSULTANT shall maintain in effect, to the extent that such insurance is available at reasonable cost, employer's liability, professional liability, comprehensive general liability (bodily injury and property damage) and comprehensive automobile liability (bodily injury and property damage) insurance with respect to employees and vehicles of the CONSULTANT assigned to the prosecution of the work under this Agreement in a maximum amount not less than \$1,000,000 per occurrence and statutory workmen's compensation protection.

Section 8. Indemnification

The Consultant agrees that it will indemnify, defend, and hold harmless FMPA, its members, directors, officers, agents, and employees from any and all claims, suits, actions, liabilities, losses and damages of any kind, including but not limited to loss of life, bodily or personal injury or property damages, charges, costs, court costs and reasonable attorney's fees, related to or arising out of any act, error, omission or negligence (including gross negligence and misconduct) of the Consultant. FMPA agrees that it will indemnify, defend, and hold harmless the Consultant, its directors, officers, agents, and employees from any and all claims, suits, actions, liabilities, losses and damages of any kind, including but not limited to loss of life, bodily or personal injury or property damages, charges, costs, court costs and reasonable attorney's fees, arising out of any act, error, omission or negligence (including gross negligence and misconduct) of FMPA. The foregoing sentence shall not apply to obligations due and amounts paid to or on behalf of the Consultant from the Consultant's applicable insurance, which shall be primary and this indemnity obligation secondary, nor to any amounts that come within the deductible amount of such insurance; and provided further, the Consultant shall not, without the prior approval of FMPA, compromise or settle before final judgment any claim, suit, or action that comes within the scope of the Consultant's indemnity obligations hereunder.

Nevertheless, it is understood that the Consultant is providing his opinion and advice as a service to FMPA. It is recognized that Consultant is not an "authorized agent" of FMPA and that at no time may the Consultant commit FMPA or any of its affiliates to any commercial transaction without written direction to do so. Further, FMPA at its own and sole discretion may choose or not choose to implement or transact with other third parties based upon the Consultant's recommendation or advice.

Notwithstanding other provisions of the Agreement, neither party shall be responsible to the other for any lost profits or consequential damages or special damages incurred by either

party or any third party as result of performance of the Services under the terms of this Agreement.

The liability of the Consultant is full and complete in all respects and subcontracting any part of the work shall not relieve it of primary liability.

Section 9. General Terms and Conditions

- (a) Any notices given pursuant to this agreement shall be in writing, delivered to the address set forth in the introductory clause of this agreement, and shall be considered given when received.
- (b) No term of this agreement shall be deemed waived, and no breach of this agreement excused, unless the waiver or consent is in writing signed by the other party granting such waiver or consent.
- (c) If any provision of this agreement is determined to be illegal or unenforceable, such term or provision shall be deemed stricken, and all other terms and provisions shall remain in full force and effect.
- (d) This agreement shall be governed by the laws of the State of Florida. All controversies, claims or disputes arising out of this agreement shall be brought exclusively in appropriate court in Leon County, Florida.

In the event that either party is required to enforce the terms of this agreement by court proceedings or otherwise, the prevailing party of such proceedings shall be entitled to recover from the non-prevailing party all fees and costs incurred, including reasonable attorney's fees and costs and expenses for trial, alternative dispute resolution and appellate proceedings.

IN WITNESS WHEREOF, the parties have duly executed this agreement as of the date first stated in the introductory paragraph.

FLORIDA MUNICIPAL POWER AGENCY

CONSULTANT

By: _____

By: _____

Schedule A

Scope of Services to be provided by Mycoff, Fry & Prouse LLC.

Kick off Meeting with Search Committee

On December 16, 2015, Mycoff, Fry & Prouse, LLC [Consultant] facilitated a discussion with representatives of FMPA Board to establish the criteria for its next General Manager & CEO. This included:

- The goals, responsibilities and duties of the General Manager & CEO.
- The desired training, experience, talents, skills, and personal attributes of candidates for the General Manager & CEO.
- FMPA's organization and related operating performance and business strategies.
- Organizational information (revenues, financial condition, customers, staff, resources, organizational structure, corporate culture, compensation issues, etc.).

To ensure consensus Consultant will meet by telephone with the Search Committee.

Develop a Position Profile

Consultant will use the gathered information, in consultation with FMPA to develop a position profile that describes the General Manager & CEO's goals, responsibilities, and duties; required education, training, experience, and personal abilities; and organizational and regional information.

Recruiting

After compiling the information listed under kick off meeting Consultant will research our extensive database and other resources to identify potential candidates or "leads" to potential candidates. Consultant will contact these individuals to determine their suitability or to solicit suggestions of other possible candidates. When appropriate, Consultant will evaluate internal candidates to determine their suitability.

Consultant will place advertisements in suitable publications to solicit individuals not in our database.

In all assignments, the Consultant will aggressively recruit minority and female candidates.

Interviewing

Consultant will conduct telephone interviews with the most promising external and internal candidates to investigate the following:

- The degree the candidates satisfy the established criteria.
- The candidates' level of interest in becoming General Manager & CEO.

- The candidates' and their families' attitudes toward a job change and, if necessary, relocation.
- The feasibility of a job change and relocation (ease of home sale, retirement plans, family ties, health, etc.).
- The candidates' current compensation, the cost of living in their present location, and their compensation requirements.

Consultant will evaluate candidates, submit a long-list of appropriate individuals along with their credentials, and recommend a short-list of the most qualified.

Selecting

After FMPA reviews the resumes and approves or revises the short-list of prospects, Consultant will assist FMPA in the selection process by:

- Scheduling FMPA's interviews with finalists.
- Facilitating FMPA's interviews as requested including providing a menu of suggested interview questions.
- Assisting in the assessment process.
- Contacting references provided by finalists and verify degrees and professional licenses.
- Notifying candidates of their selection or rejection.
- Salary, contract, and employment negotiations including assisting in the development of a compensation package and consulting on the announcement and transition strategy.

Recruitment Schedule

Begin Search	By 2/12/2016
Telephonic kick off meeting with Search Committee	By 2/19/2016
Submit draft Position Profile	2/29/2016
Place recruitment advertising	3/7/2016
Source and develop candidates	Through 4/15/2016
Submit long list of candidates and resume	4/25/2016
Review long list of candidates with Search Committee and select short list	By 05/02/16
Interview short list of candidates	Week of 5/16/2016
Select and rank finalist	5/20/2016
Complete employment negotiation with selected finalist	6/10/2016
CEO starts	By 08/01/2016

Fees and Expenses

Our fee is \$69,000 plus expenses. The fee is payable at \$24,000 in advance; \$24,000 when Consultant submits the long list of candidates; and \$21,000 when the General Manager & CEO begins employment.

Reimbursable expenses, which will include:

- Mycoff, Fry & Prouse travel expenses to meet with FMPA, if needed (with appropriate supporting documentation as requested by FMPA pursuant to its applicable policy).
- Approved recruitment advertising expenses.
- Mycoff, Fry & Prouse travel expenses to facilitate FMPA interviews or additional meetings as requested by FMPA.

FMPA will incur expenses to interview the finalists in Orlando, Florida, and expenses to relocate the selected individual. Mycoff, Fry & Prouse will incur telephone, postage, printing, and other administrative expenses.

Guarantee

Consultant will conduct an additional search for no additional fee should the candidate they recommended terminate employment for any reason other than lack of work, illness, injury, or death within one year of the employment date.

Cancellation

FMPA or Mycoff, Fry & Prouse may cancel this agreement at any time. If FMPA employs any of the candidates submitted by Mycoff, Fry & Prouse at a later date, FMPA will pay Mycoff, Fry & Prouse the fee described above.

Search Manager

Carl Mycoff will lead the search engagement.