



EXECUTIVE SEARCH RETAINER AGREEMENT

THIS AGREEMENT is made and entered into by and between **Coors & Associates, Inc. dba Coors Leadership Capital ("COORS")** and **DAHL Memorial Clinic, a department of the Municipality of Skagway("CLIENT")** on this day of **November 1, 2022**

WHEREAS COORS is engaged in the business of, among other things, the recruitment and placement of candidates to fill open positions with organizations in and around the United States; and

WHEREAS, the CLIENT wishes to exclusively retain COORS for the express purpose of conducting a search to locate qualified candidates to fill the **Executive Director** position with CLIENT.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto covenant and agree as follows:

- 1. RETAINER:** The CLIENT hereby retains COORS to conduct a search to locate qualified candidates to fill an open **Executive Director** position with CLIENT. COORS is aware of and understands CLIENT's initiatives in the area of diversity and inclusion. CLIENT agrees to pay COORS the full-retained fee based on a progressive payment schedule. **The retained fee is Thirty-three and one-third percent (33 1/3%) of the mid-point salary range of \$215,000.** CLIENT agrees to pay COORS an initial retainer of **\$23,888, (Twenty-Three Thousand eight hundred eighty-eight Dollars)**, which amounts to onethird of the **Thirty-three and one-third percent (33 1/3%)** fee, billed immediately upon execution of the search. An additional progressive retainer payment of onethird of the **Thirty-three and one-third percent (33 1/3%)** fee, which amounts to **\$23,888, (Twenty-Three Thousand eight hundred eighty-eight Dollars)**, will be billed 30 days after the billing of the initial retainer with the execution of the search. The final progressive retainer payment of the remaining fee will be billed upon the completion of the search when the final candidate has signed the employment agreement. The initial and progressive retainer payments will be credited toward the balance of the full retained fee. Upon completion of the search, billing adjustments will be made on the final invoice to reconcile differences between the original salary & retained fee estimate and the final amount due being based on the total first year compensation of the successful candidate placed with CLIENT. The balance of the retained recruitment fee is due within thirty (30) days of completion of the search.
- 2. TERM:** The term of this Agreement will commence on the date of execution and continue for twelve (12) months. The Agreement will automatically renew on the last day of any twelve (12) month period unless terminated in writing by either party.
- 3. FEE:** CLIENT shall pay COORS **(Twenty-Three Thousand eight hundred eighty-eight Dollars)** of the total first year compensation of each qualified candidate placed with CLIENT's company. If during the first thirty-six (36) months for candidate placed with CLIENT by COORS is discharged for cause or leaves for any reason within his or her control, COORS will conduct a new search. CLIENT is responsible for all out-of-pocket expenses related to the new search. COORS will not be required to conduct a new search if the service relationship is terminated because the position is eliminated. CLIENT agrees to pay all costs, including

attorney fees, associated with collection activities related to procurement of fees.

4. CONFIDENTIALITY: All resumes/curriculum vitas provided to CLIENT by COORS are strictly confidential and shall not be distributed to or obtained by a third party without the prior express written consent of COORS. In the event of a breach of this agreement resulting in the placement of a candidate in any capacity with a third party, CLIENT agrees to pay COORS the same fee pursuant to Section 3 above. Should CLIENT employ or contract with any candidate provided by COORS pursuant to this agreement within eighteen months (18) of the termination of this agreement, CLIENT agrees to pay the full search fee as outlined above. **All resumes, including internal CVs or candidate names obtained by CLIENT from any other source, including unsolicited resumes/CVs and internal candidate resumes, shall be provided to COORS for review and qualification. If any such candidate is hired, COORS is due the entire retained fee pursuant to Section 3 above. CLIENT understands and agrees to all terms and conditions of the exclusive agreement.**
5. EXPENSES: COORS will conduct an initial on-site facility assessment interview and will interview candidates in person to the max extent possible. Expenses for such onsite/interviews will be billed monthly and are due within thirty (30) days of receipt. These expenses will include travel, per diem, rental car, lodging, and associated travel expenses. COORS will bill client for approved advertising campaign. COORS conducts TRIMETRIX EQ assessments on the final slate candidates, billed at \$450 per candidate, one complimentary assessment is provided for the hiring authority. CLIENT agrees to pay all invoices within thirty (30) days of invoice date. Invoices not paid are subject to a finance charge of 18%. COORS reserves the right to immediately terminate this agreement for non-payment of monies owed by CLIENT.
6. COMMUNICATION: All communication will be directed by COORS. CLIENT agrees to respond to all communication in a timely manner. Upon submittal of any candidate documentation to CLIENT, CLIENT agrees to follow up with COORS within three (3) business days of receipt of the resume/CV and/or additional documentation. Following all candidate interviews, phone and face-to-face, CLIENT agrees to follow up with COORS within three (3) business days of the scheduled interview to provide feedback and conclusive next steps for said candidate. Should CLIENT neglect to respond to COORS and/or candidate communications for ten (10) days, this will be considered a delay of search and will be handled by the terms outlined in section 7 below.
7. TERMINATION POLICY: Both parties may cancel the search at any time with notification of cancellation provided in writing with thirty (30) days' notice. If the search is cancelled within the first forty-five (45) days, the initial and/or progressive retainer payments are nonrefundable. If termination occurs **after** the first forty-five (45) days, CLIENT is responsible for the fee on a prorated basis. If the search is placed on hold at any point for a period in excess of thirty (30) days, the search will be considered cancelled. If the thirty (30) day hold period has been exceeded an additional retainer payment will be required to reinstate the search. In addition, if the search process is delayed by more than fifteen (15) days the search will be considered cancelled and an additional retainer payment will be required to reinstate the search.
8. MODIFICATION OF AGREEMENT: This Agreement may not be altered, changed or modified except in writing signed by each of the parties.
9. LAW APPLICABLE: Provisions of this Agreement shall be construed and enforced in accordance with the applicable laws of the State of Alaska.
10. SEVERABILITY AND ENFORCEABILITY: If any provision of this Agreement is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.

11. AUTHORIZATION: Each individual executing this Agreement on behalf of the CLIENT represents and warrants that he/she has been authorized to do so by the CLIENT.
12. INDEMNIFICATION AND LIABILITY COVERAGE: COORS will indemnify, defend, and hold harmless the CLIENT, its agents and employees, officers and directors against all claims, including reasonable attorneys' fees, and losses occasioned by COORS or its agents, employees, officers or director's failure to perform in accordance with the terms of this Agreement to the full extent permitted by law. Subject to a specific appropriation by the Assembly for this purpose, the Municipality agrees to indemnify COORS for work properly performed under this agreement. All parties to this agreement recognize and agree the Municipality has no appropriation currently available to it to indemnify COORS under this provision and that enactment of an appropriation in the future to fund a payment under this provision remains in the sole discretion of the Assembly, and the Assembly's failure to make such an appropriation creates no further liability or obligation of the Clinic or the Municipality to COORS.
13. MISCELLANEOUS: This Agreement shall be governed by the laws of the State of Alaska without regard to its choice of law provisions, supersedes all prior communications between the parties, sets forth the entire agreement and understanding between the parties and may be modified or amended only by the written agreement of both parties. No party may assign its interest in or delegate the performance of its obligations under this Agreement to any other person without obtaining the prior written consent of the other party. The parties acknowledge that COORS is being retained as an independent contractor and no employment relationship, partnership or joint venture shall be deemed created between the CLIENT or COORS and its associates by this Agreement. The Superior Court for the State of Alaska, First Judicial District at Juneau, Alaska, shall be the exclusive jurisdiction and venue for any action of any kind and any nature related to or arising out of this Agreement.

Rights and Remedies Cumulative; Attorneys' Fees. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by and party shall not preclude or waive the right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise. The prevailing party will obtain reasonable attorneys' fees and costs from the losing party in accordance with Alaska Rule of Civil Procedure 82.

Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

Entire Agreement. This Agreement and every Appendix attached hereto set forth all and are intended by all parties hereto to be an integration of all, of the promises, agreements, conditions, understandings, warranties, and representations among the parties hereto with respect to the Company; and there are no promises, agreements, conditions, understandings, warranties, or representations, oral or written, express or implied, among them other than as set forth herein.

Interpretation. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if each party had prepared the same. In the event the date on which the Company is required to take any action under the terms of this Agreement is not a business day, the action shall be taken on the next succeeding business day. In this Agreement, the singular includes the plural and the plural the singular; words importing any gender include the other genders; references to statutes are to be construed as including all statutory provisions consolidating, amending, or replacing the statute referred to; references to agreements and other contractual instruments shall be deemed to include all subsequent amendments and other modifications to such instruments,

but only to the extent such amendments and other modifications are not prohibited by the terms of this Agreement; use of words such as "herein," "hereof" and other equivalent words refer to this Agreement as an entirety and not solely to the particular portion thereof in which any such word is used; references to Sections and exhibits are to Sections and exhibits of this Agreement unless specified otherwise; the word "or" includes the conjunctive sense; references to Persons includes their respective permitted successors and assigns; "including", and with the correlative meaning "include", means including without limiting the generality of any description preceding such term; and relative to the determination of any period of time, "from" means "from and including" and "to" means "to but excluding".

Waivers. The failure of any party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

14. **SANCTIONED PERSONS:** COORS represents and warrants that it and any of its agents, employees, officers, and representatives providing services under this Agreement: (a) are not "sanctioned persons" under any federal or state program or law; (b) have not been listed in the current Cumulative Sanction List of the Office of Inspector General for the United States Department of Health and Human Services for currently sanctioned or excluded individuals or entities; (c) have not been listed on the General Services Administration's List of Parties Excluded from Federal Programs; and (d) have not been convicted of a criminal offense related to health care. COORS shall immediately notify the CLIENT in the event that COORS is no longer able to make such representations and warranties. Without limitation to any other rights and remedies under this Agreement, afforded by law, or in equity, the CLIENT may immediately terminate this Agreement, without penalty, in the event that the CLIENT has determined that COORS is in breach of this provision.
15. **GUARANTEE:** If during the first **thirty-six (36) months** for candidate placed with CLIENT by COORS is discharged for cause or leaves for any reason within his or her control, COORS will conduct a new search. CLIENT is responsible for all out-of-pocket expenses related to the new search. COORS will not be required to conduct a new search if the service relationship is terminated because the position is eliminated. This will be your sole remedy.

WHEREFORE, the parties have affixed their signatures hereto on the dates indicated.

Coors & Associates, Inc. dba Coors Leadership Capital
6135 Park South Dr. Ste 510
Charlotte, NC 28277

Municipality of Skagway Borough
700 Spring Street
P.O. Box 415
Skagway, AK 99840

Andrew Cremata, Mayor

Cheryl Coors, CEO
COORS Leadership Capital

By: _____

Date:

By: _____

Date:

Coors & Associates, Inc. dba Coors Leadership Capital is an equal opportunity employment service and conforms to all governmental rules and regulations in the recruitment and placement of executive candidates and does not discriminate on the basis of race, color, religion, age, sex, national original, marital status or handicap.

Invoices to be emailed to: (COORS can accept ACH transactions)