

**RESOLUTION 20-70**

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH TALENTKEEPERS, INC., FOR EMPLOYEE ENGAGEMENT CONSULTING SERVICES IN THE AMOUNT OF \$10,900; AND APPROVING A BUDGET AMENDMENT TO FULLY FUND THE PURCHASE.**

**BE IT RESOLVED** by the City Council of the City of Panama City Beach, that:

1. The appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Agreement between the City and TalentKeepers, Inc. relating to Employee Engagement Consulting Services, in the amount of Ten Thousand, Nine Hundred Dollars (\$10,900.00), as presented to the Council today, attached as Exhibit A.
2. The following budget amendment (#22) is adopted for the fiscal year beginning October 1, 2019 and ending September 30, 2020, to fully fund the purchase, in substantially the form attached as Exhibit B.

**THIS RESOLUTION** shall be effective immediately upon passage.

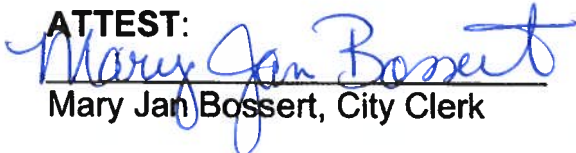
**PASSED** in regular session this 12<sup>th</sup> day of March, 2020.

**CITY OF PANAMA CITY BEACH**

By: 

Mike Thomas, Mayor

**ATTEST:**

  
Mary Jan Bossert, City Clerk

## END USER LICENSE AGREEMENT AND PURCHASE AGREEMENT

THIS END USER LICENSE AGREEMENT is made effective as of 3/3/2020 by and between TalentKeepers, Inc., a Florida corporation, having a place of business at 280 West Canton Avenue, Suite 100, Winter Park, Florida 32789 ("TalentKeepers®) and The City of Panama City Beach, having a place of business at 17007 Panama City Beach Pkwy., Panama City Beach, FL 32413 ("End User").

ATTENTION: THIS IS A LICENSE, NOT A SALE. THIS END USER LICENSE AGREEMENT AND ALL APPLICABLE ADDENDUMS DEFINE WHAT THE END USER MAY DO WITH THE ONLINE SERVICES AND SOFTWARE PROVIDED BY TALENTKEEPERS®. THIS AGREEMENT SETS FORTH THE TERMS AND CONDITIONS UNDER WHICH TALENTKEEPERS OFFERS SUCH SERVICES AND THIS CONTAINS LIMITATIONS ON WARRANTIES AND/OR REMEDIES.

### 1.0 Definitions

- 1.1 "Confidential Information" means all non-public confidential and proprietary business, financial, and technical information supplied by one party hereunder (the "Disclosing Party") to the other party (the "Receiving Party"), provided that such information is marked as "Confidential" or "Proprietary" if disclosed in tangible form, or, if disclosed orally, is identified as "Confidential" at the time of disclosure and confirmed in writing within thirty (30) days.
- 1.2 "Developed Software Code" means any software code developed by TalentKeepers® or any other software code used by TalentKeepers® in an underlying software platform.
- 1.3 "Documentation" means that standard documentation provided by TalentKeepers® to its customers and their permitted users in connection with their use of the Software and/or Services, including, but not limited to, program procedures and descriptions (but excluding descriptions of Source Code and build procedures for Executable Code), procedures for permitted maintenance and modification, testing data and similar written material relating to the design, structure and implementation of the Software and Services, as well as help files and User documentation to allow individual Users to use the Software and Services.
- 1.4 "Service" or "Services" means the online functionality of TalentKeepers® Web Based Applications in combination with the Software and End User content, as accessed through the Service Pages.

- 1.5 "Service Pages" means all internet pages of the Service (including, without limitation, any screens associated with the Service or emails or other communications sent to End Users or others by operation of the Service).
- 1.6 "Software" means any Software or program code provided by TalentKeepers® or any other software code used by TalentKeepers®, any updates and upgrades thereto, and any related Documentation for such Software.
- 1.7 "Use" means the utilization, public display, public performance, and digital performance of the Service (including the End User Content) or access to the Web Based Applications in accordance with this Agreement.
- 1.8 "Users" means employees of End User who are individual users of the Software and/or Services who use the Services and TalentKeepers® Web Based Applications and the Service Pages in connection with this Agreement.
- 1.9 "Web Based Applications" means the surveys, training modules, reports, cost calculators, and other applications offered by TalentKeepers®.
- 1.10 "End User Content" means all content provided to TalentKeepers® for use with its Web Based Applications, Software and Services including, but not limited to, survey questions, indices, data organizing names, labels, themes and historical results data.

## **2.0 Terms of Use**

- 2.1 License Grant. Subject to the restrictions in this Agreement and contingent upon payment of applicable fees, TalentKeepers grants to End User a nonexclusive, nontransferable, non-sub licensable, license to use the Services, Web Based Applications and any applicable Software associated with the Web Based Applications included in the purchase agreement.
- 2.2 Purchase Agreement. The products and services TalentKeepers will provide under this Agreement, as well as the payment terms, are defined in TalentKeepers Proposal which is attached as Schedule A. Additional products and services may be purchased by amending Schedule A.
- 2.3 Customer Support and Service. TalentKeepers hereby grants to End User a nonexclusive, nontransferable, non-sub licensable, worldwide license to Use the Services and Web Based Applications by accessing the Service Pages

through the internet strictly in accordance with the terms and conditions of this Agreement. During normal business hours, End User shall have access via e-mail and/or voicemail to TalentKeepers® customer support to assist the End User with the Service and the Service Pages. TalentKeepers reserves the right to place time limits and costs associated with the amount of customer support TalentKeepers® shall provide. Specifically, TalentKeepers reserves the right to charge End User for performing activities which the End User has been trained to perform, has the ability to perform (e.g., resetting passwords, modifying reporting relationships, pulling participation reports, etc.), but instead requests TalentKeepers to perform on their behalf.

2.4 End User Data. All End User Data collected by TalentKeepers from End User shall be owned by the End User, but TalentKeepers® shall have the right to use all data gathered through its various services for the purpose of research and reporting. TalentKeepers® agrees not to publish End User specific information identified as the End User's data without prior written authorization from the End User. However, TalentKeepers® shall be able to publish End User's data as part of research results as long as the End User's name is not associated with the results. All individuals, companies and organizations associated with End User shall remain confidential and will not be made public in any form or by any means except as stated above.

2.5 Texting End User's Users (employees). If End User selects the option to have TalentKeepers text their Users notifications regarding activities associated with the use of the Services including, but not limited to, invitations to complete surveys and access reports the End User hereby attests it has the legal right to text its Users for this purpose. Furthermore End User assumes all liability for such texts and shall indemnify and hold harmless TalentKeepers against all complaints, penalties, sanctions or other consequences from Users, telecommunication carriers, regulatory agencies and all other lawful entities.

### **3.0 License Restrictions**

3.1 License Restrictions. End User must limit Use of the Service and access to the Service Pages to the number of Users for whom End User has paid the required license fees.

NOTWITHSTANDING the above, End User agrees not to do, or permit any third party to:

1. Use the Services or access the Service Pages, except as described in this Agreement.
2. Copy any software or the Documentation.
3. Translate the Software or the Documentation.

4. Merge the Software with another program or modify the Software or the Documentation. Modification, customization or alteration, including the creation of derivative works, of any of TalentKeepers® products, including but not limited to the Web Based Applications, the Services, the Software and the Service Pages, without the involvement of and prior written approval of TalentKeepers®, is strictly prohibited.
5. Reverse engineer, disassemble, decompile, or make any attempt to discover the Developed Software Code or source code of the Software except as otherwise specifically permitted under applicable law.
6. Sublicense, rent, or lease any portion of this Software or the Services.
7. Use the Software or the Services or access the Service Pages for any purposes other than as set forth in this Agreement.

#### **4.0 Ownership**

4.1 Trade Secrets Ownership. TalentKeepers® holds the technology used in the Services as a trade secret and End User shall maintain any information learned about that technology as a trade secret and shall not disclose such information or permit such information to be disclosed by any person or entity; however this sentence shall not restrict End User in training its employees in the ordinary use of the Services. The Services, including but not limited to the Software and its source codes and other intellectual property, of TalentKeepers® are protected by the United States and International Copyright Laws and International Treaty Provisions.

4.2 TalentKeepers® Ownership. TalentKeepers® retains all right, title and interest in the Services and the Service Pages, the Documentation and intellectual property rights to the foregoing (including any and all modifications or add-ons, whether or not made in conjunction with the Agreement), which is and shall remain TalentKeepers® sole and exclusive property. The Services, Service Pages, the Web Based Applications, the Software and other intellectual property of TalentKeepers® are protected by the United States and International Copyright Laws and International Treaty Provisions. TalentKeepers® reserves all rights not expressly granted to End User in this Agreement, and the licenses granted to End User herein shall in no event be construed as conferring a license to, or rights in, any TalentKeepers® copyright or patent. TalentKeepers® agrees that it will not assert any of its rights under such patents against End User or its employees based upon proper exercise by End User of the licenses granted to End User in this Agreement. TalentKeepers® reserves all rights not expressly granted to End User in this Agreement.

#### **5.0 Limited Warranty**

5.1 Services. During the term of this Agreement, the Services will perform substantially in accordance with its associated Documentation. If End User reports a failure of the Services to perform substantially in accordance with its associated Documentation during the term, End User's sole and exclusive remedy for breach of this warranty shall be that TalentKeepers® will either provide End User with a workaround or make the Services conform to such Documentation, or in TalentKeepers® sole discretion, will refund the prorated license fee for which End User paid for the nonconforming services. This warranty is void if failure of the Services is due to modification, abuse, misapplication or accident.

5.2 Customer Support. TalentKeepers® warrants that the customer support will be performed in a professional, workmanlike and skillful manner. If End User reports a breach of this warranty during the term of this Agreement, End User's sole and exclusive remedy shall be to require TalentKeepers® to re-perform the defective customer support.

5.3 No Warranty for Third Party Products. TalentKeepers® does not warrant third party products provided hereunder. Any third party warranty shall, to the extent permissible, be passed through to End User.

5.4 Disclaimer of Warranty. TalentKeepers® disclaims on behalf of itself and its suppliers, all express, implied or statutory warranties related to the Software and Services, except as set forth in this Article including, but not limited to, the implied warranties of merchantability, fitness or a particular purpose, title and non-infringement.

## 6.0 Indemnity

6.1 TalentKeepers® Indemnity. TalentKeepers® shall defend, indemnify and hold End User harmless from and will defend against any third party claims that the Service (a) infringes any copyright, (b) misappropriates any trade secret, (c) infringes any U.S. patent, (d) is deceptive, defamatory, obscene, pornographic, or unlawful, or I contains any viruses, worms, or other malicious computer programming codes intended by TalentKeepers® to damage a User's system or data; provided, End User (a) gives TalentKeepers® prompt notice of any actual or threatened claim of such infringement or misappropriation, (b) gives control of the defense of such claims to TalentKeepers® and (c) cooperates fully, at TalentKeepers® expense, with TalentKeepers® and its counsel in the defense or settlement of such claims. TalentKeepers® obligation shall not extend to a claim based on any alleged infringement arising from (i) additions, changes or modifications to the Software or Services by or on behalf of End User, (ii) any incorporation of the Software or Services or any component thereof into any other product or process, (iii) any use by End User or its Users of any Software or Services subsequent to availability to End User of a non-infringing Update, Upgrade or otherwise superseding version of such Software or Services, or (iv) use of the Software or Services other than as permitted by this Agreement.

6.2 End User Indemnity. End User shall defend, indemnify and hold TalentKeepers® harmless from and will defend against any third party claims, arising from or in connection with the End User Content, including, but not limited to, claims that the End User Content (a) infringes any copyright or trademark, (b) misappropriates any trade secret or (c) infringes any U.S. patent, (d) is deceptive, defamatory, obscene, pornographic or unlawful, or (e) contains any viruses, worms or other malicious computer programming codes intended by End User to damage a user's system or data; provided, that TalentKeepers® (i) gives End User prompt notice of any actual or threatened claim of such infringement or misappropriation, (ii) gives control of the defense of such claims to End User, and (iii) cooperates fully, at End User's expense, with End User and its counsel in the defense or settlement of such claims.

#### 7.0 Limited Liability

7.1 Limited Liability. In no event shall TalentKeepers® be liable for any consequential, incidental, or special damages whatsoever (including without limitation, damages for loss of profits, business interruption, loss of formation, or other pecuniary loss). TalentKeepers® aggregate cumulative liability, whether in contract or tort otherwise, will not exceed the amount of fees payable to TalentKeepers® hereunder.

#### 8.0 Confidential Information

8.1 Protection of Confidential Information. Each party acknowledges that it may have access to proprietary or confidential information related to the other party's technology, products, and/or the business, business practices or marketing plans of the other party. Each party shall protect the proprietary or confidential information of the other party in the same manner as it would protect its own proprietary or confidential information, and shall not use proprietary or confidential information of the other party for its own benefit or the benefit of any other person or entity, except as may be specifically permitted hereunder.

8.2 Exceptions to Confidential Treatment. The foregoing obligations of confidentiality and non-use shall not apply to any confidential or proprietary information of one party which:

8.2.1 was known by the other party prior to its disclosure by the disclosing party as demonstrated by written records in existence prior to said disclosure (whether prior or subsequent to the date of this Agreement) and not obtained or derived, directly or indirectly, from such party or its affiliates, or if so obtained or derived, was lawfully obtained or derived and is not held subject to any confidentiality or non-use obligations;

8.2.2 is or becomes publicly available other than through any act or default of a party that has an obligation of confidentiality and on-use with respect to such information;

8.2.3 is obtained or derived subsequent to the date of this Agreement from a third party, which, to the knowledge of the party acquiring such information, is lawfully in possession of such information and does not hold such information subject to any confidentiality or non-use obligations;

8.2.4 is required to be disclosed by one of the parties pursuant to applicable law, or under a government or court order; provided, however, that (a) the obligations of confidentiality and non-use shall continue to the fullest extent not in conflict with such law or order, and (b) if and when a party is required to disclose such confidential or proprietary information pursuant to any such law or order, such party shall promptly notify the other party and use reasonable best efforts to obtain a protective order or take such other actions as shall prevent or limit, to the fullest extent possible, public access to, or disclosure of, such confidential or proprietary information.

## **9.0 Marketing and Promotion**

9.1 Marketing and Promotion. End User shall have the right to market and promote TalentKeepers® and its “Web Based Applications” within its organization, divisions and subsidiaries through any means, both electronic and print, for the purpose of encouraging participation and involvement. Use of TalentKeepers® marks (i.e., trademarks), designs, product names, images, models and other copyrighted materials must be approved by TalentKeepers® prior to use. TalentKeepers® shall have the right to list End User as a customer on its website and in similar marketing and promotional materials, both digital and print.

## **10.0 Term and Termination**

10.1 Term. The term of this Agreement shall commence upon the effective date and continue for the purchased license period as defined in TalentKeepers Proposal which is attached as Schedule A.



10.2 Termination. TalentKeepers® may terminate this Agreement, in whole or in part, and the licenses granted hereunder, effective immediately upon written notice to End User, if End User breaches any material provision of this License and does not cure such breach within ten (10) days after receiving written notice thereof from TalentKeepers®. End User may terminate this Agreement, in whole or in part, and the licenses granted hereunder, effective immediately upon written notice to TalentKeepers®, if TalentKeepers® breaches any material provision of this Agreement and does cure such breach within forty-five (45) days after receiving written notice thereof from End User.

10.3 Effect of Termination. Upon termination by either party for any reason, any amounts owed to either party under this Agreement before such termination will be due and payable within thirty (30) days, all licenses granted hereunder shall immediately cease and End User must promptly discontinue all use of the Software or Services, destroy all copies of any Software in its possession and certify in writing to TalentKeepers® that it has complied with the above.

## 11.0 Audit

11.1 Audit. TalentKeepers® may, from time to time, request from End User, and End User shall promptly give access to TalentKeepers®, an opportunity to audit the number of Users using the Software or the Services or accessing the Service Pages. In the event TalentKeepers® detects users for which subscription fees have not been paid, End User shall pay any additional subscription fees as necessary to be in conformance with this Agreement retroactive to the effective date (or the most recent annual renewal of this Agreement, as applicable).

## 12.0 Miscellaneous

12.1 General. TalentKeepers® may subcontract its duties to a third party; provided, that TalentKeepers® remains responsible for the third party's actions. This Agreement is governed and interpreted in accordance with the laws of the State of Florida, excluding its conflict of law rules. The United Nations Convention on Contracts for the International Sale of Goods is expressly disclaimed. This Agreement may not be assigned by either party without the other's prior written consent, and any such attempted assignment shall be void and of no effect; *except, however*, that either party may assign this Agreement to any successor by merger, consolidation or sale of all or substantially all of its assets without the consent of the other party so long as (a) the assigning party gives written notice to the non-assigning party of such assignment and (b) any such assignment by End User is not to a direct competitor of TalentKeepers®. This Agreement will be binding upon the successors and permitted assigns of the parties and the name of a party appearing herein will be deemed to include the names of such party's successor's and permitted assigns to the extent necessary to carry out the intent of this Agreement.

12.2 Injunctive Relief. Each party acknowledges that the other party will have no adequate remedy at law if such party breaches any provision concerning confidential information, and that the non-breaching party shall have the right, in addition to any other rights it may have, to obtain, in any court of competent jurisdiction, injunctive relief to restrain any such breach or threatened breach.

12.3 Attorneys' Fees and Venue. If any litigation occurs between the parties with respect to this Agreement, the prevailing party or parties shall be entitled to receive reimbursement of the reasonable attorneys' fees, expert fees, and court costs incurred by such party or parties in the litigation. Each party hereto consents to the personal jurisdiction and venue of the federal and state courts with jurisdiction in Orange County, Florida, for a resolution of all disputes arising out of the construction, interpretation, or enforcement of any term or provision of this Agreement, and each party hereby waives the claim or defense that such courts constitute an inconvenient forum.

12.4 Severability. Any provision of this Agreement which is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction. If any provision of this Agreement shall be declared so broad as to be invalid or unenforceable, such provision shall be interpreted to be only so broad as is necessary for it to be valid or enforceable.

12.5 Survival. The terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination of this Agreement, including, but not limited to, indemnities and limitations of liability, shall survive termination.

12.6 Waiver. No waiver of any rights under this Agreement or default hereunder will be valid or effective unless in writing signed by the party against whom enforcement of such waiver is sought. Any waiver by either party of a breach of any provision of this Agreement or default hereunder shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this Agreement or any other default hereunder. The failure of either party to insist upon strict adherence to any term of this Agreement on one or more occasions shall not be considered a waiver or to deprive such party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

12.7 Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same document.

12.8 No Joint Venture. Nothing contained in this Agreement shall be construed to place the parties in the relationship of partners or joint ventures, or principal and agent or employer and employee, and no party shall have the power to obligate or bind the other party in any manner whatsoever.

12.9 Headings. The headings included in this Agreement are for the convenience of the parties only and shall not affect the construction or interpretation of this Agreement.

12.10 Amendments. This Agreement may be modified, amended, superseded or terminated only by a writing duly signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day first written above.

Signed, sealed and delivered

**TALENTKEEPERS, INC.**

In the presence of:

\_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**The City of Panama City Beach**

\_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**Schedule A: TalentKeepers Proposal**



**Employee Engagement Consulting Services**

Submitted to:



2/25/2020

Submitted by:

Patrick Mulligan

Talent Management Strategy Consultant

280 West Canton Avenue

Suite 100

Winter Park, Florida 32789

407.660.6041

Much of the information contained in this document is proprietary to TalentKeepers®, Inc. As such, the information in this document should not be disclosed to any party outside of Panama City Beach or used in whole or in part, for any purpose other than to evaluate this proposal, without the expressed written permission of TalentKeepers®, Inc.

Contents

**ORGANIZATION PROFILE AND QUALIFICATIONS..... 16**

Resumes of Primary Individuals .....20  
References .....21

**SCOPE OF WORK..... 22**

Survey Design.....22  
Survey Procedures.....24  
Survey Administration (Target Survey Period to run from April 20 to May 8, 2020) .....26  
Survey Analysis (Delivery of Finalized & Accepted Survey Executive Report no  
later than June 5, 2020) .....28  
Other services.....34  
Another look at our survey tool .....35  
TalentWatch® Employee Engagement System .....35  
Timeline .....38

**COMPENSATION..... 40**



## Organization Profile and Qualifications

TalentKeepers® was founded in 2000 to conduct global research on why highly-valued employees choose to join, stay and leave organizations. Our findings have enabled us to develop proven solutions for the most challenging talent management issues. Partnering with organizations in virtually every industry around the world, we continue to find that optimizing employee engagement is one of the greatest unmet opportunities in business today. The criticality of employee engagement is not subject to the vagaries of the economy; employers always need to engage their talented people, whether during times of little or rapid growth. Securing the future of the organization resides in your people.

TalentKeepers is well experienced in the human resources industry, specializing in talent management, with award-winning solutions in onboarding, employee engagement, leadership development, employee retention, and other key talent management areas. Our team of Industrial/Organizational psychologists will work collaboratively with you to develop a talent management strategy, correlate results to your key business metrics, and execute strategies that get results.

How will we accomplish this? We'll work with you in attacking organization, job and career, co-worker, and leader factors that keep high performers engaged. We also provide on-going analytic information that enables you to monitor and benchmark the impact of the four factors, which influence people's decision to join, stay or leave. Predictive information will allow you and your organization to take pro-active and pre-emptive action. With our solutions you can build a culture that keeps your best talent, boosts productivity, and cuts labor costs.

TalentKeepers has helped thousands of organizations with millions of employees improve key performance metrics such as safety, productivity, and customer satisfaction by increasing employee engagement. In addition to partnering with organizations, since 2004, TalentKeepers has conducted Workplace America<sup>SM</sup>, the longest continuously running study of employee engagement in the United States. This annual research, of over 500+ organizations from all industries, allows us to better understand the cost, causes, and consequences of disengaged employees and to share proven strategies and best practices that help keep your employees engaged.

Our solutions have twice been awarded "Top Product of the Year" honors by *Human Resource Executive Magazine* and, in 2017, TalentKeepers published a highly acclaimed book "Talent Keepers: How to Engage and Retain Great People," which is being used by leadership teams and practitioners across the country to improve organizational performance through stronger employee engagement. In 2018, TalentKeepers was named a "Top 10 Employee Engagement Solution Provider" by HR Tech Outlook. Additionally, in 2019, we were awarded "Best Business Book of 2019" by Soundview Magazine as well as "12 HR Books That Need to Make Your List" by People Managing People.

We comply with the EU-US Privacy Shield Framework and the Swiss-US Privacy Framework as set forth by the US Department of Commerce regarding the collection, use, and retention of personal information from European Union member countries and Switzerland transferred to the United States pursuant to Privacy Shield. TalentKeepers has certified that it adheres to the Privacy Shield Principles with respect to such data.

#### **Our Mission**

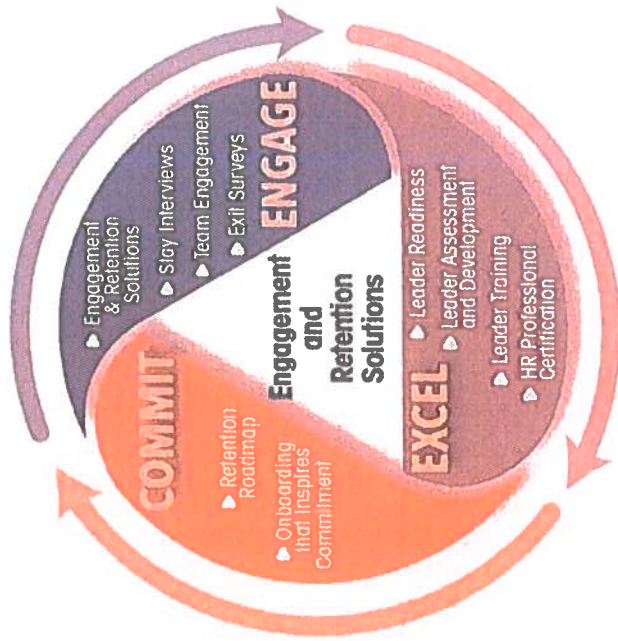
Our mission is to build insight, knowledge, and understanding for individuals and organizations about the world of work around them and provide solutions to increase commitment, engagement, and desire to excel.

#### **Our Core Values:**

- Adapt to unlock potential
- Teamwork and collaboration
- Assume positive intent
- Responsiveness
- Growth through innovation
- Provide service with a personal touch

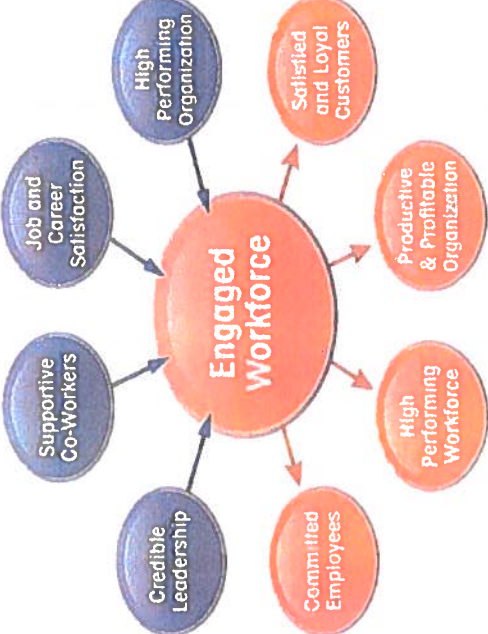
#### **Commit. Engage. Excel <sup>SM</sup>**

- Establish a mutual commitment to roles, expectations, goals, recognition and relationships
- Positive, added energy and effort are evident, driving individual, team and organizational results
- Sustained performance, growth, and adaptability fuel momentum to excel and realized potential



Employee engagement is your employees' ability and willingness to contribute to organizational success, especially their willingness to give "discretionary effort", going beyond what is normally required in their position to make the organization successful. Employee engagement is an essential element of organizational health and is the goal of strategic initiatives that seek to improve employee attitudes and retention through leadership, co-workers, job/career satisfaction, and a high performing organization. Higher levels of employee engagement are linked to employee commitment, a high performing workforce, satisfied and loyal customers, and a productive and profitable organization.

Our model below illustrates the four drivers (in blue) of employee engagement which TalentKeepers' research has shown are essential to creating an engaged workforce. The bottom elements of the model show the outcomes (in gold) of developing and maintaining an engaged workforce.



**TalentKeepers' Drivers of Employee Engagement:**

- Credible Leadership involves engagement of team members by immediate managers, including trust, coaching, and recognition

- **Supportive Co-workers** have positive relationships, support performance, and work with others who have similar work ethics
- **Job & Career Satisfaction** include clarity of roles, responsibilities, accountability, opportunity to utilize skills and career growth
- **High Performing Organization** include perception of senior leadership, vision and mission, reputation, policies & procedures, culture, and environment.

**Resumes of Primary Individuals**

**Christopher Mulligan:** Christopher is CEO at TalentKeepers. Christopher has his Masters Degree in Industrial/Organizational Psychology and over 30 years of experience in the human resources industry, the majority of which has been in the employee engagement, selection, assessment, and retention arena. Christopher co-founded TalentKeepers in 2000, an organization dedicated to the issue of employee engagement and retention. TalentKeepers products have twice been recognized as “Top Training Product of the Year” by Human Resource Executive Magazine. Christopher has served as an executive coach to senior leadership teams within organizations around the world on employee engagement and retention issues including: Accenture, AT&T, BMW, Coke, GE, Marriott and UPS.

Prior to co-founding TalentKeepers, Christopher was the Vice President of Business Development for AlignMark, a former division of The Thomson/Reuters Corporation. Christopher is a national speaker and published author on the subject of employee engagement and retention including a book “*Talent Keepers: How Top Leaders Engage and Retain their Best Performers*” published by Wiley & Sons Publishing in 2019. Christopher is a member of the American Psychological Society and an Associate Member of the Society for Industrial and Organizational Psychology. He holds a Bachelor of Science degree in Psychology from the Florida State University, and a Master of Science degree in Industrial/Organizational Psychology from the University of Central Florida.

**Christina Rawls:** Christina is a Client Services Analyst at TalentKeepers with 8 years of data analysis experience, working with organizations in both the public and private sectors. Prior to joining TalentKeepers, Christina worked with government agencies, designing, administering, and analyzing the results of surveys and training assessments.

Christina received her Bachelor’s degree in Psychology as well as her Master’s degree in Industrial/Organizational Psychology from the University of Central Florida.

Christina is responsible for the following activities:

- Perform data analysis for client organizations based on multiple employee surveys
- Conduct research and analysis into key aspects of employee attrition data focused on a holistic understanding of costs, causes and consequences of turnover and disengagement
- Work with clients to apply TalentKeepers tools and research as it relates to specific talent management issues and help develop efficient implementation processes
- Perform detailed quality assurance and track project progress; create status reports
- Support team members in research collaboration, idea development, and other strategic initiatives
- Create engaging and useful ways to depict results and develop presentations

## **References**

**The City of Durham:** Regina Youngblood, Director Human Resources  
919-560-4214 ext. 23270  
101 City Hall Plaza, Durham, NC 27701

**The Council of State Governments Justice Center:** Kenya Salaudeen, Human Resources Director  
646-383-5758  
22 Cortlandt St, Floor 22, New York, NY 10007

**JEA:** Robb Mack, Director Organizational Effectiveness and Payroll

904.665.5778  
21 West Church Street, Jacksonville, FL 32202

## **Articles of Incorporation**

We have included proof as a separate document.

## **Scope of Work**

### **Survey Design**

#### **1. Develop project plan with City management**

Upon award, TalentKeepers will host a project kick off call to introduce you to our project team and develop a comprehensive activities calendar with detailed assignments and time lines to meet your desired launch date of April 20, 2020. Weekly meetings will be held, via web-meeting, as needed, up until survey launch. During these calls, we will discuss the design and development of the survey as well as the best strategies for both communication and administration to ensure strong participation.

#### **2. Review and analyze previous survey instruments and results**

Per "Employee Engagement Consulting Services Questions and Answers" question and answer #23, it seems this is the City's first engagement survey initiative.

### **3. Prepare and work with City staff to finalize survey questions and the expected measurement plan**

TalentKeepers' TalentWatch® survey is a best in class survey system used to survey millions of employees across thousands of organizations. TalentKeepers' project team will review this survey with City staff to ensure the final items measure the desired drivers of engagement.

The survey has the following features:

- 12-minute, confidential engagement survey
- Measures 8 key metrics proven to drive engagement:
  1. Leader Engagement Effectiveness
  2. Job and Career Engagement Effectiveness
  3. Organizational Engagement Effectiveness
  4. Co-worker Engagement Effectiveness
  5. Employee Net Promoter Score (ENPS)
  6. Intent to Stay
  7. Satisfaction
  8. Satisfaction Change
- Indices are created for each metric listed above and available down to the individual leader level

TalentKeepers' TalentWatch® survey scoring method uses a 5-point Likert scale of agreement which respondents use to rate their agreement with positively worded behavioral statements (e.g., My leader is someone I trust). We calculate both individual item results as well as key metrics which are comprised of multiple items pertaining to an overall factor or driver. The metrics are calculated using a mathematical threshold to determine if the respondent is in overall agreement with the factor or not. Use of metrics allows important drivers and factors to be more reliably measured and the underlying behavioral statements are provided resulting in action planning to be targeted to address specific behaviors.



**4. Receive City management phase approval of the survey instrument and plans prior to proceeding**

TalentKeepers will receive City management phase approval of the survey instrument before proceeding.

**Survey Procedures**

**1. Provide fully hosted web portal and survey software**

Employees will access the survey through TalentKeepers' proprietary LMS, RetentionWorks. Employees will receive an email from TalentKeepers with a unique link and password to access the survey to ensure anonymity. All surveys are mobile optimized for employee convenience at no additional cost.

**2. Allow City staff access to test and approve web portal and actual survey prior to launch**

TalentKeepers will work with City staff to allow them to test the web portal and survey for approval prior to launch.

**3. Provide one alternate method for survey response**

TalentKeepers can offer a paper survey for employees without a City sponsored email address or regular computer access. Completed surveys will need to be mailed back to TalentKeepers for input and analysis.

Alternatively, if the City can help provide login credentials to those without an email address, they could participate online via their smartphone, a tablet, or a shared computer which would yield cost savings for the City.

#### **4. Develop and provide survey controls, procedures and participant instructions**

TalentKeepers will provide survey controls, procedures, and participant instructions to each employee to ensure easy participation. These include access instructions delivered with their survey links as well as instructions throughout the system making the overall experience very user friendly.

#### **5. Work with City staff to develop all employee communication scripts in advance**

Communication and trust are critical elements of an effective employee engagement survey. Following these tenets, we will be able to set a positive tone in these areas before the survey even begins. Moreover, communicating and establishing trust will also increase the survey response rate as well as the candor of the responses. We believe the most effective way to communicate, rollout your survey, and achieve a high participation rate is to:

- Announce in advance the upcoming survey, with timeline;
- Explain the organization's intent on conducting the survey;
- Explain how and when the results will be shared with the workforce;
- Emphasize that all the data is being collected by an outside entity. Encourage employees to respond candidly and get in front of

any potential trust issues that might exist;

- Highlight the benefits to each employee. Simply telling people that you want to know about employee satisfaction or employee engagement might ring hollow with some people. It is okay to use terms like "employee satisfaction" in your communications, but make the benefits more personal. Think about the tone of your message from the employees' perspective.
- Explain what they can expect to gain from this process and how this survey will be different from the ones previously conducted; and follow through on action plans and commitments. Change needs to come from the top down. If employees see leadership buy-in and support, they will more likely be engaged.

#### **6. Provide personal access codes delivered directly to each employee for ensuring confidentiality**

TalentKeepers will email unique login instructions to each employee. For those employees without email access, they will either be given a paper survey to complete or we can provide the appropriate City staff with those employees' login I.D.'s so that they may participate via smart phone, tablet, or shared computer.

#### **7. Receive City management phase approval prior to launch**

TalentKeepers will receive City management phase approval prior to launch.

### **Survey Administration (Target Survey Period to run from April 20 to May 8, 2020)**

#### **1. Monitor survey throughout survey time frame**

TalentKeepers will monitor the survey participation throughout the time frame. Additionally, City staff will have 24/7 access to real time participation reporting.

**2. Provide periodic status reports to City management**

TalentKeepers will provide periodic status reports to City management upon request.

**3. Provide dedicated resources for responding to employee questions or issues**

TalentKeepers client services team will respond to any employee questions or issues during the survey time frame to ensure prompt resolution of any user issue.

**4. Receive City management acceptance prior to survey closure Note: The City may request to extend the survey period one week to May 15 if an acceptable participation rate is not achieved by May 8.**

Prior to survey closure, TalentKeepers will gain City management approval. If the survey is not at an acceptable participation rate, the survey administration will be extended.

## **Survey Analysis (Delivery of Finalized & Accepted Survey Executive Report no later than June 5, 2020)**

### **1. Analyze and tabulate survey results**

TalentKeepers' team are well-trained on conducting comprehensive statistical analyses including trending analysis. TalentKeepers routinely provides predictive analytics to clients specifically leveraging the demographics of survey participants such as tenure, position, location, operational performance metrics, etc. These analyses encompass all types of survey results including rated items and free responses which pertain to specific trends and outcomes. Our standard data analysis includes both a summary of quantitative results and a qualitative review, a summary of overall trends, as well as areas of strength and vulnerabilities. We correlate responses to survey items with client defined performance metrics, allowing us to identify factors and behaviors, which are associated with better performance on the job. In turn, the focus on improving these behaviors will drive better performance and economic outcomes.

We maintain a comprehensive benchmarking database with general and "best in class" benchmarks against which client results are compared. All results are stored at the individual respondent level which allows for the grouping by any attribute associated with the individual. Our standard analysis compares and contrasts groups to identify high and low performing groups and we frequently conduct ad-hoc analyses with clients as we identify areas of interest which warrant additional analysis. Our standard data analysis reporting prioritizes areas of strength and improvement opportunities along with comprehensive recommendations and a full featured online action planning process for leaders of all levels. We provide detailed Excel files with all key metric and individual survey items organized by attribute and hierarchy.

A bit more on our data analysis process:

### **PowerPoint Presentations & Virtual Delivery of Results**

- One Power Point at the Executive Level
  1. Results in PPT:
    1. Key metrics
    2. All client attributes
    3. Observations & recommendations
      1. At Level 1 and Level 2 data
      2. In PPT or Word as appropriate to client
  2. One PowerPoint delivered during one, 2-hour data review
  3. Custom question will be reported as frequencies

### Spreadsheets of Results

- Key Metrics Spreadsheet
  1. Data displayed for the following groups:
    - a) Overall results
    - b) Organizational levels/grouping(s) as defined by the City's hierarchy
    - c) Per leader with survey results
  2. Data within spreadsheet:
    - a) Leaders Name, Login ID, Attributes
    - b) Organization Engagement Index
    - c) Job & Career Engagement Index
    - d) Co-worker Engagement Index
    - e) Leader Engagement Index
    - f) Willingness to Recommend
    - g) Intent to Stay (% Low Risk, Stay 1 Yr. or More)
    - h) Overall Satisfaction Level (% Favorable)
    - i) Satisfaction Change (% Increased Satisfaction)
    - j) # of survey raters
- Free Response Spreadsheet
  1. Spreadsheet with all individual respondents free response text for reasons to stay or consider leaving (individual respondents themselves not identified)
- Engagement Item Spreadsheet

1. % of favorable responses for each engagement survey item displayed
2. Data displayed for the following groups:
  - a) Overall results
  - b) Organizational levels/grouping(s) as defined by the City's hierarchy
  - c) Per leader with survey results
3. Data within spreadsheet:
  - a) 52 Engagement Survey Items:
    1. 12 High Performing Organization (Organization Engagement Items)
    2. 12 Job & Career Satisfaction (Job Engagement Items)
    3. 6 Supportive Co-worker (Co-worker Engagement Items)
    4. 22 Credible Leadership (Leader Engagement Items)
4. 3 Spreadsheets
  - a) 1) Group, 2) Individual Leader, 3) Engagement Item
  - b) By Overall and up to 10 organizational attributes

#### **Analysis of Attribute groupings**

- Attributes: Client defined groups by which survey results are analyzed and reported
  - Count of included Attributes: 10
  - Recommended attributes include: job title, location/region, tenure, and performance metrics
    - Performance and tenure limited to 5 levels within the attribute (For example: tenure less than 1 year, 1-3 years, 3-6 years, 6-10 years, and 10 years or more)
    - The number of job titles and locations are not limited
- Correlation analysis will be completed between the TalentWatch® key metrics and relevant client defined attributes

#### **2. Provide all actual response data in a Microsoft compatible format (scrubbed of individual employee identity) to City staff**

All actual response data will be provided to City staff in an Excel Spreadsheet, scrubbed of individual employee identifiers.

No individual survey data will ever be available to your organization, including those privy to employee personal data; that is our promise to the survey takers.

The *results are available* to City staff at multiple levels:

1. **Individual leaders** would be able to access their team members' results on-line as well as elect to print out their results within 15 days after the survey administration closes. The results are presented in an easy to understand format using key metrics (i.e. leader engagement index, intent to stay, satisfaction change, etc.) and guided action planning steps allowing each leader to quickly see areas of strength as well as areas of development opportunity. Reports include statistical data and narrative (free response) information. Individual reports are available for leaders with 5+ responses.
2. **Aggregate results.** Your organization will also be able to review group data by demographic factors that are most important to you within 30 days after the survey administration closes. Some examples would be to analyze results by generational differences, performance levels, and tenure. Any attributes that your Human Resources Information System (HRIS) or operational performance system captures, can be used to analyze survey results.

We will also make available a comprehensive Excel spreadsheet with all key metric and individual survey item organized by demographics and organizational hierarchy. This will allow you to quickly compare group results and see where there are the biggest opportunities for improvement.

TalentKeepers also will make available to senior leadership a dynamic dashboard that will allow them to drill down into their organization's results and identify key opportunity areas. Our dashboard builds awareness of the strategic advantage an engaged workforce can deliver. We accomplish this by measuring the impact of improving talent management in terms of operating metrics: sales, service, productivity, etc. At a glance, senior leaders will learn the following from our online dashboard:

- Compare key metrics (i.e. leader engagement index, ENPS) across their operating groups
- Compare their groups' performance to that of their peers
- Results within the dashboard can be set up to be viewed by leadership hierarchy as well as across other groupings such as job positions, levels, etc.
- Ability to display current and previous survey administration data to assess trends and accountability
- Customized definitions of organizationally specific key metrics are displayed for ease of understanding
- Displays group participation percentages used to generate the dashboard results



- Drill down into various hierarchy levels of data down to individual leader levels
- Clear and easy way to identify individual leader's areas of strength and opportunity

Lastly, TalentKeepers will provide a comprehensive executive summary via PowerPoint.

Additionally, TalentKeepers will make an Online Action Plan available to all leaders to ensure they take action on their results. The online action plan is available when the survey administration closes to all leaders, who have at least 5+ respondents, and the benefits are:

- **Systemic method for driving action plan participation**
  - All activity notifications sent directly from TalentKeepers
  - Instructions sent to leaders to develop their online action plan
  - Reminder emails sent only to leaders who have not yet completed and submitted their plan
- **Easy to use online action planning form**
  - Prepopulated key metrics from most recent survey administration allow easy goal setting for individual leaders
  - Versatile action planning options including leveraging strengths, developing behaviors, inclusion of comments, and guides for developing an approach and setting SMARTER goals
- **Built in accountability**
  - Instant emails to the leader's manager, when a leader has submitted their action plan
  - Notifications to managers to review the action plans
  - Status updates
  - Participation reports available to track action plan progress at all steps
- **Guidance on next steps**
  - Clean and concise next steps for leaders help administrators more effectively manage the action planning process
  - Direction provided on action plan behaviors and goal setting in order to increase accountability, employee engagement, and business metrics
  - On the job tips and tactics for each engagement item available for inclusion in action plan

### **3. Work with City staff to develop and then present executive summary to City management regarding the survey results**

TalentKeepers will work with City staff to develop and then present an executive summary to City management regarding the survey results. Positioning the right information to ensure all leaders understand the data and are clear about action planning and next steps is a crucial and necessary step. Communicating the data succinctly helps executive leaders learn the information in a way that makes sense for their role and provides a clear path to incorporating the data into their everyday interactions with their teams.

TalentKeepers makes this process easy. We provide you all the observations and recommendations in a user-friendly format and help facilitate ongoing meetings to confirm status updates, address any challenges, and work with you on next steps. Our expertise to identify and analyze strategies as well as develop an organizational action plan that assists in the development of long-range goals and strategies, are just one of the reasons we are recognized as a leading provider that increases employee engagement and retention.

What gets managed gets done. You likely are familiar with that management phrase. A critical step in the post-survey process is to consolidate all the observations and recommendations that were discussed in the leadership meetings. Next, it is essential to determine what items will be addressed and, just as importantly, what items will not be and why. Each action item will need an owner who will be responsible for addressing the item, identifying criteria that will be determined to measure progress or completion, providing status updates, and communicating the outcomes to all relevant stakeholders.

We are your partner throughout the entire process and will recommend best practices that are proven to be effective. Our shared goal is to see positive results that will be captured in your next survey administration.

#### **4. Receive City management acceptance of results and reports**

TalentKeepers will receive City management acceptance of results and reports.

### **Other services**

#### **1. Provide detailed feedback results and an additional executive summary to City management that includes suggested action plans based on industry best practices.**

TalentKeepers will provide an additional executive summary along with detailed feedback results to City management that includes suggested action plans based on industry best practices. To support taking action, TalentKeepers will also provide access to our best in class online action planning tool. The online action plan is available when the survey administration closes to all leaders, who have at least 5+ respondents, and the benefits are:

- Systemic method for driving action plan participation
  - All activity notifications sent directly from TalentKeepers
  - Instructions sent to leaders to develop their online action plan
  - Reminder emails sent only to leaders who have not yet completed and submitted their plan
- Easy to use online action planning form

- Prepopulated key metrics from most recent survey administration allow easy goal setting for individual leaders
- Versatile action planning options including leveraging strengths, developing behaviors, inclusion of comments, and guides for developing an approach and setting SMARTER goals
- Built in accountability
  - Instant emails to the leader's manager, when a leader has submitted their action plan
  - Notifications to managers to review the action plans
  - Status updates
  - Participation reports available to track action plan progress at all steps
- Guidance on next steps
  - Clean and concise next steps for leaders help administrators more effectively manage the action planning process
  - Direction provided on action plan behaviors and goal setting in order to increase accountability, employee engagement, and business metrics
  - On the job tips and tactics for each engagement item available for inclusion in action plan

## Another look at our survey tool

### TalentWatch® Employee Engagement System



Employee engagement surveys are very important to creating an engaged workforce. It is imperative to hear the voice of your employees and let them know that their feedback and commitment to the organization is valued. Creating stronger employee bonds enhances brand identity and loyalty, which reinforces your organizational culture. As we all know, administering an engagement survey is only the first step to measuring factors that matter most to your greatest asset...your employees.

The TalentWatch system is a best-in-class solution. It is appropriate for organizations who do not have an existing employee engagement program as well as those who are integrating it with other existing engagement tools. It offers a research-based, proven

survey which provides easy access for geographically dispersed workforces including online and paper survey options. The survey resides on TalentKeepers' proprietary platform which is full featured and mobile optimized. The platform provides detailed reporting for all levels of leadership from executives to first-line supervisors, including a dynamic dashboard of key metrics by organizational groups for senior leaders. An intuitive online action planning tool enables leaders at all levels to create detailed action plans to address key areas of opportunity with proven best practices.

The system is designed to integrate with TalentKeepers' other award winning engagement solutions such as leadership engagement training modules, onboarding surveys, stay interviews and exit surveys. This allows organizations to easily extend their engagement programs as they are ready.

TalentWatch® Enterprise level is comprised of the following 5 elements:



The TalentWatch® Employee Engagement System includes:

- A standard TalentWatch® or customized/branded employee engagement survey
  - Survey customization is not included in the standard cost
- All administration support including planning, distribution, email notifications and reminders, and participation tracking data
- Comprehensive reporting by user-defined attributes
- Online individual leader reports available down to front-line leadership
- Dynamic dashboard for senior leaders which provides peer comparisons and enables on-demand drill downs to review subgroup performance
- Team Meeting Guides to help leaders communicate survey results and make sharing the data a positive experience
- Online action planning guides to prioritize and plan concrete follow-up initiatives. Notifications to superiors, reminders and alerts are built in to ensure accountability and follow-through
- Longitudinal reporting for tracking progress over multiple administrations

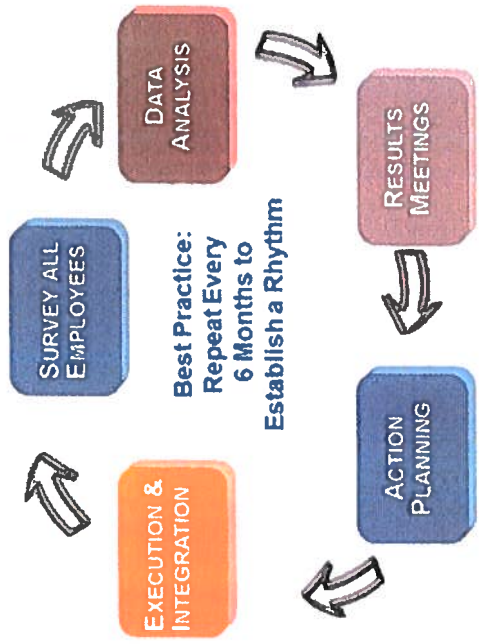
- Benchmark database comparisons
- Educating Executives through front-line leadership on the results and next steps

### **Team Meeting Guide**

Taking the survey is the easiest part of the process, but sharing the results down to the team level is what really matters to employees. Hearing about the survey results is very important to those that participated. This should be a positive experience for the team, inspiring them to be supportive and engaged in the improvement process. Providing a guide for leaders to support their conversations helps them prepare effectively for this discussion. The following are included in the Team Meeting Guide:

- Meeting objectives
- Meeting tips
- Tactics to help respond to questions about specific employee engagement items
- How to start the discussion, share highlights of the results, and ask questions
- Share actions that will be taken (i.e. how the organization and senior leadership are going to use the results)
- Share personal actions and commitment to the team
- Detailed recommendations for improvement for each survey item

# Employee Engagement Survey Cycle



## Timeline

The timeframe is broken into 3 parts:

1. Implementation activities
2. Survey results & leadership training
3. Post program action planning activities

TalentKeepers can implement the surveys in as few as 30-60 days from the signed contract. This timing is based on your organization's availability to schedule meetings together, scope out and review customization requests (if applicable), and provide timely feedback.

Activity	Description	Owner	Timeframe
<p><b>Implementation activities: Examples are communication strategy, employee data file development, web-testing, and training for City staff</b></p>	<p>Virtual meetings to introduce the program to Panama City Beach staff, discuss the implementation schedule, training, and required tasks.</p>	<p>Panama City Beach Coach TalentKeepers</p>	<p>March 2020</p>
<p><b>Survey administration:</b> 1. TalentWatch®</p>	<p>TalentWatch is the anonymous engagement survey.</p>	<p>All Employees, including Leadership Coach</p>	<p>April 20-May8, 2020</p>
<p><b>Paper survey mailed to TalentKeepers IF APPLICABLE</b></p>	<p>In order to complete your data analysis on time, TalentKeepers will need to receive all paper surveys by the last day of the survey administration period.</p>	<p>Coach</p>	<p>Received by last day of survey administration period</p>
<p><b>Data analysis</b></p>	<p>TalentKeepers' experts will analyze key metrics and findings to coach the Executive team down to front-line leadership on the results.</p>	<p>TalentKeepers</p>	<p>3 weeks post survey close date</p>
<p><b>Onsite Leadership meeting:</b> 1. Executive Briefing</p>	<p>Leaders learn the program purpose, expectations, resources, survey results, observations and action planning recommendations.</p>	<p>Coaches Leaders TalentKeepers</p>	<p>No later than June 5<sup>th</sup></p>
<p><b>Goal setting &amp; action planning</b></p>	<p>Leaders complete their online action plans.</p>	<p>Leaders Team Members</p>	<p>6-8 weeks post survey close</p>
<p><b>Post-survey virtual meetings</b></p>	<p>Once a quarter, the Execution Coaches and other leadership will meet virtually with TalentKeepers to discuss program observations and recommendations progress, challenges, business metrics, and goals.</p>	<p>Coach Leadership TalentKeepers</p>	<p>Reoccurring virtual calls: 6 + 9 months after receiving results</p>
<p><b>Solution(s) Expiration Date</b></p>	<p>The Solution(s) expire 12-months from the initial launch date.</p>		



## Compensation

The following recommended solution components are individually priced for your review below. This includes online deployment, report compilation and distribution, availability of standard tools and templates, and basic access to tech support and client services personnel. All products must be used within 2 years of signing the End-User License and Schedule Agreement.

Product & Services	Cost
<p style="text-align: center;"><b>Implementation Planning &amp; Training</b></p> <p><b><u>Virtual Implementation Activities</u></b></p> <ul style="list-style-type: none"> <li>• Introduce the strategy, define roles, set goals, expectations, schedules and develop common practices across locations (program aligned recruiters, trainers, and coaches participate)</li> <li>• Unlimited administration access determined by your organization</li> <li>• Complete due diligence on internal tools/processes to determine how to best leverage them</li> <li>• System administration training guides               <ul style="list-style-type: none"> <li>a. System training, set-up education, and learning resources for Execution Coaches</li> <li>b. Learn how to navigate through the online system to better understand how to access data 24/7</li> </ul> </li> <li>• Data file education &amp; development               <ul style="list-style-type: none"> <li>a. Up to 2, 30-minute virtual sessions to train on our system</li> </ul> </li> <li>• Online training to further understand the importance of monitoring engagement and retention and being an expert for other employees</li> <li>• Receive 5 book copies of <i>Talent Keepers: How to Engage &amp; Retain Great People</i></li> <li>• Complimentary access to our research whitepapers</li> <li>• 20% discount on webinars, including SHRM and HRCI recertification credit hours</li> </ul> <p>Each administration below includes TalentKeepers' consultative support with the following:</p> <ul style="list-style-type: none"> <li>• Setting-up on TalentKeepers® LMS</li> <li>• Personalizing site with logo and message</li> <li>• Senior leader announcement email message, if applicable</li> <li>• Data file development and processing</li> <li>• Log-in instructions email to invited employees, if applicable</li> </ul>	

<ul style="list-style-type: none"> <li>Reminder emails, if applicable</li> <li>Calls with Execution Coaches to confirm progress on implementation activities &amp; discuss next steps</li> </ul>	
<b>Survey Design, Development, and Administration</b>	
<p><b>Survey Customization</b></p> <ul style="list-style-type: none"> <li>Includes the following activities: <ul style="list-style-type: none"> <li>Initial customization options call</li> <li>Up to 2 revisions by TalentKeepers after draft of survey is designed</li> <li>Final customization call with your organization</li> <li>Quality check of custom survey(s) prior to administration</li> <li>Quality check of deliverables</li> </ul> </li> </ul>	
<b>330 TalentWatch® Engagement System</b>	
<ul style="list-style-type: none"> <li>Includes online survey, individual and aggregate reports, dashboard for senior leadership, Team Meeting Guides, and action plans (for all of leadership)</li> </ul>	
<b>80 Paper Survey Data Entry</b>	
<ul style="list-style-type: none"> <li>Processing of partial or complete surveys by TalentKeepers</li> <li>Shipping to and from Panama City Beach to be billed at cost</li> <li>Non-English surveys may incur additional cost</li> </ul>	
<b>Data Analysis and Delivery</b>	
<b>Data Analysis &amp; Results Delivery</b>	
<ul style="list-style-type: none"> <li>Standard TalentWatch survey analysis</li> <li>PowerPoint presentations <ul style="list-style-type: none"> <li>Executive level</li> </ul> </li> <li>Data analysis package includes: <ul style="list-style-type: none"> <li>PowerPoint presentations to introduce the program, discuss organizational results, observations &amp; recommendations</li> <li>Excel spreadsheets with individual leader data, free responses, and key metric data</li> <li>Summary document containing all observations and recommendations</li> <li>Post-survey calls to review status updates of observations &amp; recommendations</li> </ul> </li> </ul>	
<b>Travel Costs</b>	
	<b>Total Cost: \$10,900</b>
<b>Optional Services:</b>	
<b>Filter &amp; Screen Free-Responses at \$550/instance</b>	
<ul style="list-style-type: none"> <li>Standard TalentWatch Engagement Survey Only; Customized survey is TBD</li> <li>Review and collect ethical issues as well as send them to the appropriate personnel, via email</li> <li>Ethical issues will be removed from deliverables</li> </ul>	

<p><b><u>Onsite Leader Meetings at \$3,300/day +travel</u></b></p> <ul style="list-style-type: none"> <li>• Survey read-out sessions and action planning sessions with leaders</li> </ul>	
<p><b><u>Web Facilitated Meetings at \$704/session</u></b></p> <ul style="list-style-type: none"> <li>• Up to 2 hour virtual, web-based coaching sessions</li> <li>• TalentKeepers® to facilitate survey results to leadership</li> <li>• 25 leaders maximum per session</li> <li>• Any land-line connection charges will be billed at cost</li> <li>• Cost does not include any additional data analysis or presentations</li> </ul>	
<p><b><u>Recorded training sessions at \$275/session/30-day access</u></b></p> <p><b><u>Additional Consulting at \$275/meeting/email response</u></b></p> <ul style="list-style-type: none"> <li>• Up to 60-minute meeting</li> <li>• Requiring consultation after results provided to your organization's personnel (e.g. additional review of data after delivery, understanding the story behind the data)</li> <li>• Follow-up can be completed either by email or phone</li> </ul>	
<p><b><u>Additional Data Analysis at \$275/hour</u></b></p> <ul style="list-style-type: none"> <li>• Request will be scoped out and approved by your organization</li> <li>• Results delivered via email or telephone to project manager</li> </ul>	

## Acceptance and Payment Terms

- The terms of this proposal are valid for acceptance until 4/3/2020.
- Payment terms on all invoices are Net 30.
- Any cost incurred from wired payments will be paid by your organization.
- Late payments will be assessed a 1.5% finance charge per month.
- Your organization will be required to furnish accounts payable contact information prior to actual contracting.
- Payment for reimbursable travel is due upon receipt.
- Your organization acknowledges and agrees that it is responsible for the payment of all applicable taxes and duties, including, without limitation, sales, use, excise, value added, and national and international taxes, associated with the License granted, the products and services performed under this Agreement, except for taxes based on TalentKeepers' income.
- Once approved and started, if a project is cancelled, modified, or postponed by your organization, then the organization named will be liable for all work completed prior to cancellation, modification or postponement.

- If the contract is changed (i.e. no longer using all contracted solutions, change launch date of 60 days+, reduction in population of 15% or greater) or cancelled, then the named organization is responsible for 15% of the total cancelled value or \$500, whichever one is greater.
- Any multi-year and/or multi-product discounts offered which no longer apply due to the change or cancellation would be invoiced immediately.

**CITY OF PANAMA CITY BEACH  
BUDGET TRANSFER FORM BF-10**

No. BA # 22

FUND GENERAL	ACCOUNT DESCRIPTION	APPROVED BUDGET	BUDGET ADJUSTMENT	NEW BUDGET BALANCE
TO 001-1100-511.31-60	Professional-Other	1,000.00	185.00	1,185.00
TO 001-1300-513.31-60	Professional-Other	418,600.00	300.00	418,900.00
TO 001-1500-515.31-60	Professional-Other	17,500.00	85.00	17,585.00
TO 001-2101-521.31-60	Professional-Other	35,000.00	2,870.00	37,870.00
TO 001-2201-522.31-60	Professional-Other	49,300.00	1,750.00	51,050.00
TO 001-2202-522.31-60	Professional-Other	500.00	185.00	685.00
TO 001-2400-524.31-60	Professional-Other	1,000.00	365.00	1,365.00
TO 001-4100-541.31-60	Professional-Other	41,000.00	520.00	41,520.00
TO 001-7201-572.31-60	Professional-Other	28,500.00	865.00	29,365.00
FROM 001-8100-999.96-00	Reserves Available for Expenditures	4,374,000.00	(7,125.00)	4,366,875.00
	<b>CRA</b>			
TO 160-2400-524.31-60	Professional-Other	1,500.00	40.00	1,540.00
TO 160-5901-559.31-60	Professional-Other	165,500.00	160.00	165,660.00
FROM 160-5901-559.95-00	Reserves Restricted	14,573,925.00	(200.00)	14,573,725.00
	<b>UTILITY</b>			
TO 401-3300-533.31-60	Professional-Other	82,000.00	1,325.00	83,325.00
TO 401-3500-535.31-60	Professional-Other	277,000.00	1,560.00	278,560.00
TO 401-3800-538.31-60	Professional-Other	18,000.00	300.00	18,300.00
FROM 401-8100-999.95-00	Reserves Restricted	20,321,020.00	(300.00)	20,320,720.00
FROM 401-8100-999.96-00	Reserves Available for Expenditures	45,845,686.00	(2,885.00)	45,842,801.00
	<b>PIER</b>			
TO 402-7500-575.31-60	Professional-Other	1,000.00	265.00	1,265.00
FROM 402-7500-575.96-00	Reserves Available for Expenditures	209,391.00	(265.00)	209,126.00
	<b>AQUATIC CENTER</b>			
TO 403-0000-572.31-60	Professional-Other	2,500.00	125.00	2,625.00
FROM 403-0000-999.96-00	Reserves Available for Expenditures	180,658.00	(125.00)	180,533.00
	Check Adjustment Totals:	86,644,580.00	0.00	86,644,580.00

**BRIEF JUSTIFICATION FOR BUDGET ADJUSTMENT**

To appropriate funds for the contract with Talent Keepers related to the employee survey. The budget has been allocated to various funds and departments pro-rata based upon the number of FT employees in each respective area.

ROUTING FOR APPROVAL \_\_\_\_\_ DEPARTMENT HEAD \_\_\_\_\_ DATE \_\_\_\_\_ CITY MANAGER \_\_\_\_\_ DATE \_\_\_\_\_

FINANCE DIRECTOR \_\_\_\_\_ DATE \_\_\_\_\_