

Meeting Date:

Agenda Item

January 27, 2015

27

REQUESTED COMMISSION ACTION:

<u> </u> Consent	<u> </u> Ordinance	<u> </u> x Resolution	<u> </u> Consideration/ Discussion	<u> </u> Presentation
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SHORT TITLE Service Contract with Mercer Group, Inc. to conduct the City's search for a new City Attorney.

Summary of Purpose and Why:

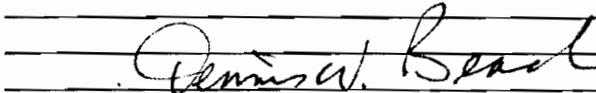
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SERVICE CONTRACT BETWEEN THE CITY OF POMPANO BEACH AND THE MERCER GROUP, INC.; PROVIDING AN EFFECTIVE DATE.

- (1) Origin of request for this action: City Commission
- (2) Primary staff contact: Gordon B. Linn, City Attorney Ext. 4614
- (3) Expiration of contract, if applicable: _____
- (4) Fiscal impact and source of funding: _____

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
<u>City Attorney</u>	<u>1/20/15</u>	<u>approval</u>	<u>See City Attorney's Comm. #2015-460</u> 
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____



X City Manager



ACTION TAKEN BY COMMISSION:

<u>Ordinance</u>	<u>Resolution</u>	<u>Consideration</u>	<u>Workshop</u>
1 st Reading	1 st Reading	Results:	Results:
_____	_____	_____	_____
2 nd Reading	_____	_____	_____
_____	_____	_____	_____



City Attorney's Communication #2015-460
January 20, 2015

TO: Dennis W. Beach, City Manager
FROM: Gordon B. Linn, City Attorney
RE: Resolution – Service Contract / The Mercer Group, Inc.

The above-referenced Agreement has been prepared and is attached at this time along with the appropriate Resolution captioned as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPAÑO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SERVICE CONTRACT BETWEEN THE CITY OF POMPAÑO BEACH AND THE MERCER GROUP, INC.; PROVIDING AN EFFECTIVE DATE.

Please place this matter on the January 27, 2015 City Commission Agenda. I have attached a Commission Agenda Cover Sheet for your convenience.

Should you have any questions regarding this matter, please feel free to contact me.


GORDON B. LINN

GBL/jrm
l:cor/manager/2015-460

Attachments

RESOLUTION NO. 2015-_____

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SERVICE CONTRACT BETWEEN THE CITY OF POMPANO BEACH AND THE MERCER GROUP, INC.; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That an Agreement between the City of Pompano Beach and The Mercer Group, Inc., a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement between the City of Pompano Beach and the Mercer Group, Inc.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

MARY L. CHAMBERS, CITY CLERK

GBL/jrm
1/20/15
l:reso/2015-172

SERVICE CONTRACT

THIS AGREEMENT made and entered into this _____ day of January 2015, by and between the CITY OF POMPANO BEACH, a municipal corporation of the State of Florida, hereinafter referred to as "CITY" and THE MERCER GROUP, INC., a Georgia corporation, hereinafter referred to as "CONSULTANT."

WITNESSETH:

FOR AND IN CONSIDERATION of the mutual covenants and promises hereinafter contained, the CITY and the CONSULTANT do hereby covenant and agree as follows:

1. General Purpose

The CITY does hereby retain CONSULTANT, to recruit and recommend qualified candidates for the position of City Attorney, and to fulfill the duties relating to those services as described herein.

2. Representations of Consultant

CONSULTANT makes the following representations to the CITY, which the CITY relies upon in entering into this Agreement:

A. CONSULTANT is a Georgia corporation, duly organized, existing and in good standing under the laws of the State of Georgia and licensed to do business in the State of Florida with the power and authority to enter into this Agreement;

B. The execution, delivery, consummation, and performance under this Agreement will not violate or cause CONSULTANT to be in default of any provisions of its governing documents or rules and regulations or any other agreement to which CONSULTANT

is a party or constitute a default thereunder or cause acceleration of any obligation of CONSULTANT thereunder;

C. The individuals executing this Agreement and related documents on behalf of CONSULTANT are duly authorized to take such action, which action shall be, and is, binding on CONSULTANT;

D. There are no actions, suits or proceedings pending or threatened against or affecting CONSULTANT or its principals, which CONSULTANT is aware of in any Court or before or by any Federal, State, County or Municipal department, commission, board, bureau, agency or other governmental body which would have any material effect on CONSULTANT's ability to perform its obligations pursuant to this Agreement;

E. CONSULTANT represents that it has the ability, skill and resources to complete its responsibilities as required by this Agreement;

F. The standard of care for all professional services furnished by CONSULTANT and its agents under this Agreement will be the skill and care used by professions practicing under similar circumstances at the same time and in the same locality;

G. The CITY shall be entitled to rely upon the accuracy and completeness of any information, background checks and investigation supplied by the CONSULTANT or by others authorized by the CONSULTANT under this Agreement; and

H. Such further representations set forth in Consultant's proposal attached hereto as Exhibit "A."

3. Services to be Provided by Consultant

During the term of this Agreement, the CONSULTANT shall provide professional search services including identification of the desired skills, traits and experience for the position

through interviews with the City Commission; preparation of a recruitment brochure that contains a profile of both the position and the CITY; advertisement of the position; recruitment for the position; review and screening of applications; conduct interviews, reference checks and background checks of candidates selected for more in-depth review; recommend a list of final candidates; coordinate City Commission interviews with the finalists; assist the designated CITY official in negotiating an employment agreement with the selected candidate; and facilitate a session between the new City Attorney and the City Commission to establish performance goals for the City Attorney. The duties required of CONSULTANT are more specifically set forth in CONSULTANT's proposal, attached hereto. These duties shall be performed to the satisfaction of the City Commission.

4. Consultant's Guarantee

If the CITY is not satisfied with the candidates from the recommended list of finalists, the CONSULTANT will continue recruitment efforts until the CITY makes a selection, which shall occur within the term of this Agreement.

In the event that the CITY employs an individual recommended by the CONSULTANT for the position of City Attorney and that individual leaves the City Attorney position voluntarily or involuntarily for reasons other than serious illness, death or disability, within twenty-four months of the date of employment resulting from this Agreement, the CONSULTANT shall perform a search for a new City Attorney for reimbursement of incurred expenses only. No professional fees shall be charged for the search under those circumstances. This guarantee shall survive the term of this Agreement.

CONSULTANT will use its best efforts when rendering services pursuant to this Agreement.

5. Term of this Agreement

The term of this agreement shall be for one hundred and eighty (180) days, unless otherwise extended by the provisions of Paragraph 3, hereinabove, but the CONSULTANT shall strive to complete the selection process in ninety days.

6. The City's Responsibilities

The Mayor and the City Commission agree to reasonably respond to the CONSULTANT's request to schedule meetings to provide guidance or direction, review and comment on a proposed short list of candidates, select a list of finalists, and interview the finalists on a timely basis and in a professional and legal manner.

In the event that the CITY wishes to place a newspaper advertisement seeking applicants for the City Attorney position or is required to do so by the CITY's Charter or Code of Ordinances, the responsibility for the cost of such advertising shall be borne by the CITY.

The CITY agrees that the CONSULTANT does not have responsibility for any travel, entertainment or other expenses for candidates or finalists to visit the CITY and/or meet with the Mayor and City Commission.

7. Compensation to the Consultant

The CITY agrees to compensate the CONSULTANT in the amount of \$14,750.00 for professional services and incurred expenses described in Paragraph 3 of this Agreement. Payments to the CONSULTANT shall be made in accordance with the following schedule:

- A. \$4,916.67 to be paid upon approval of the position profile by the City Commission;
- B. \$4,916.67 to be paid upon the CITY Commission's review and acceptance of a recommended short list of candidates;

C. \$4,916.66 to be paid upon the selected candidate's acceptance of a job offer from the CITY.

8. Termination of the Agreement

A. Without Cause. Either party may terminate this agreement by giving ten (10) business days' written notice thereof to the other party. Should either party terminate this Agreement, the CITY shall only be obligated to pay the CONSULTANT for those services already provided that were satisfactorily rendered.

B. Termination for Breach. Either party may terminate this Agreement upon breach by the other party of any material provision of this Agreement, provided such breach continues for fifteen (15) days after receipt by the breaching party of written notice of such breach from the non-breaching party.

9. Additional Services

In the event that the CITY elects to have the CONSULTANT provide skill assessment exercises to be used in the final selection process and for the CONSULTANT to evaluate the City Attorney candidates' performance on those exercises, additional fees for those services shall be agreed upon between the CITY and the CONSULTANT.

10. Independent Contractor

It is expressly agreed that CONSULTANT in the performance of all work, services and activities under this Agreement, is and shall be an independent contractor and not an employee, agent, principal or servant of the CITY and nothing in this Agreement shall be construed to create a partnership or joint venture relationship between the CITY and CONSULTANT. All persons engaged in any work, service or activity performed pursuant to this Agreement shall at all times and in all places be subject to CONSULTANT's sole direction, supervision and control.

CONSULTANT acknowledges that it shall have no authority to bind either the CITY or the CITY to any contractual or other obligation whatsoever.

11. Indemnification

The CONSULTANT agrees to indemnify and hold harmless and defend the CITY, its officers, agents and employees against any loss, damage or expense (including all costs and reasonable attorneys' fees and appellate attorneys' fees) suffered by CITY from (a) any claim, demand, judgment, decree, or cause of action of any kind or nature arising out of any error, omission, or negligent act of CONSULTANT. Its agents, servants, or employees, in the performance of services under this Agreement, (b) any breach or misconduct by the CONSULTANT of this Agreement, (c) any inaccuracy in or breach of any of the representations, warranties or covenants made by the CONSULTANT herein, (d) any claims, suits, actions, damages or causes of action arising during the term of this Agreement for any personal injury, loss of life or damage to property sustained by reason or as a result of performance of this Agreement by the CONSULTANT and the CONSULTANT'S agents, employees, invitees, and all other persons, claims, suits, actions, damages or causes of action for any personal injury, loss of life or damage to property sustained by reason or as a result of the presence of the CONSULTANT and the CONSULTANT'S agents, employees, invitees, and all other persons. Such obligation to indemnify and hold harmless shall continue notwithstanding any negligence or comparative negligence on the part of the CITY relating to such loss or damage and shall include all costs, expenses and liabilities incurred by the CITY in connection with any such claim, suit, action or cause of action, including the investigation thereof and the defense of any action or proceeding brought thereon and any order, judgment or decree which may be entered in any such action or proceeding or as a result thereof. CONSULTANT acknowledges and agrees

that CITY would not enter into this Agreement without this indemnification of CITY by CONSULTANT, and that CITY'S entering into this Agreement shall constitute good and sufficient consideration for this indemnification. These provisions shall survive the expiration or earlier termination of this Agreement. Nothing in this Agreement shall be construed to affect in any way the CITY'S rights, privileges and immunities as set forth in Florida Statute 768.28.

Twenty-five (\$25.00) Dollars of the amount paid to CONSULTANT is given as separate, distinct and independent consideration for the CONSULTANT'S grant of this indemnity, the sufficiency and receipt of this consideration is acknowledged by the CONSULTANT.

12. General Conditions

A. This agreement contains the entire understanding between the parties hereto with respect to the matters covered in the agreement. No other agreements, representation, warranties or other matters, oral or written, shall be deemed to bind the parties hereto with respect to the subject matter of this agreement.

B. This agreement shall be construed in accordance with the laws of the State of Florida.

C. All notices required in this Agreement shall be sent by certified mail, return receipt requested, and if sent to the CITY, shall be mailed to: Gordon Linn, CITY Attorney, 100 West Atlantic Blvd, Pompano Beach, Florida 33060. Notices to the CONSULTANT shall be sent to W. D. Higginbotham, Jr., The Mercer Group Inc. at 9123 Cherry Trace, Seminole, Florida 33777.

D. This Agreement may not be assigned by either party without the prior written consent of the other party.

E. CONSULTANT providing services under this Agreement shall be required to record and keep complete and accurate records and accounts related to the services rendered hereunder and for any expenses for which CONSULTANT expects to be reimbursed. All such books and records shall be available at reasonable times for examination by the CITY and/or its designee and shall be kept and maintained after completion of all the services to be performed under this Agreement as required by applicable laws(s), including the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time.

13. Insurance

CONSULTANT shall not commence operations and/or labor pursuant to the terms of this Agreement until certification of proof of insurance detailing terms and provisions of coverage has been received and approved by the City of Pompano Beach Risk Manager.

Minimum insurance coverage shall be required as set forth in Exhibit "B."

IN WITNESS WHEREOF, the CITY OF POMPANO BEACH and CONSULTANT have caused this agreement to be signed and executed, in duplicate, the day and year first written above.

"CITY":

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
DENNIS W. BEACH, CITY MANAGER

Attest:

MARY L. CHAMBERS, CITY CLERK

(SEAL)

Approved by:

GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager, and **MARY L. CHAMBERS** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"CONSULTANT":

THE MERCER GROUP, INC.

a Georgia corporation

Witnesses:

Jill R. Mesojedec
Jill R. Mesojedec

Donna Samolewicz
Donna Samolewicz

By:

William D. Higginbotham, Jr.
Senior Vice President

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 21st day of January, 2015, by William D. Higginbotham, Jr. as Senior Vice President of The Mercer Group, Inc., a Georgia corporation authorized to do business in the State of Florida, on behalf of the corporation. He/she is personally known to me or who has produced a Florida Driver's License (type of identification) as identification.

NOTARY'S SEAL:



Jill R. Mesojedec
NOTARY PUBLIC, STATE OF FLORIDA

Jill R. Mesojedec
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

GBL/jrm
1/21/15
l:agr/2015-464

**CITY OF
POMPANO BEACH**

Executive
Search & Recruitment Services

**CITY
ATTORNEY**

January 15, 2015



The Mercer Group, Inc.

Consultants To Management

**CITY of POMPANO BEACH
FLORIDA**

**Proposal for
Executive Search & Recruitment Services**

CITY ATTORNEY

January 15, 2015

THE MERCER GROUP, INC.

W. D. Higginbotham, Jr.

Senior Vice President

9123 Cherry Trace

Seminole, Florida 33777-1150

727-214-8673

WDHiggin@mercergroupinc.com

www.mercergroupinc.com

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The Mercer Group, Inc.

Consultants To Management

9123 Cherry Trace

Seminole, FL 33777

(954) 894-4046

Cell (727) 214-8673

E-mail: wahiggin@bellsouth.net

January 15, 2015

Michael Smith, IMPA-CP
Human Resources Director
City of Pompano Beach
100 West Atlantic Blvd.
Pompano Beach, FL 33060

The Mercer Group, Inc. understands the City Commission wish to engage the services of an executive search firm to conduct executive search and recruiting services for a City Attorney for the City of Pompano Beach.

The Mercer Group, Inc. is pleased to submit our proposal to assist the City Commission to recruit exceptionally well-qualified candidates for the position of City Attorney. If selected to conduct the search and recruitment process for this position, we would have no difficulty beginning immediately to ensure a smooth process. It is our understanding that the scope of work, minimum responsibilities, and search and recruitment services shall include, but not be limited to, the following:

- Development of Candidate Profile and Recruitment.
- Strategy Outreach to best-fit candidates and Advertising Campaign.
- Candidate Screening.
- Candidate selection, background and offer.
- Appointment.

The objectives that we will meet in order to find the best qualified candidates for the City Attorney position are as follows:

- To conduct on-site needs assessment for the new City Attorney.
- To develop a comprehensive position profile.
- To encourage top level people to apply who would otherwise be reluctant to respond to an advertisement.
- To save a considerable amount of the City Commission's time in establishing a position profile and reviewing applicants.
- To comply with appropriate personnel regulations and state laws (i.e., EEO, Affirmative Action and ADA).
- To independently and objectively assess the qualifications and suitability of candidates for the position.
- To recommend a pool of finalist candidates to the City Commission.

PINPOINTING WORKABLE SOLUTIONS FROM OUR OFFICES NATIONWIDE

www.mercergruoinc.com

City of Pompano Beach
Page Two
January 15, 2015

- To coordinate finalist candidate interviews with the City Commission.
- To mail an information packet supplied by the City to all qualified applicants.
- To respond to all candidate inquiries and produce all correspondence during the search.
- To preserve the confidentiality of inquiries to the degree possible under Florida law.
- To assist the City Commission in reaching a final decision.
- To assist in negotiating a compensation package with the successful candidate on behalf of the City Commission.
- To keep the City Commission closely involved in key decisions and informed of our progress.

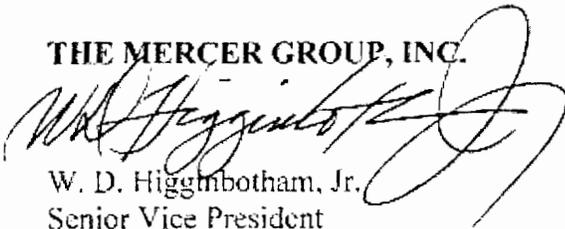
The purpose for engaging the services of an executive search firm is to seek out and recruit experienced candidates and to assist the City Commission in selecting highly qualified individuals who meet the profile and needs of the City and who might not otherwise apply. The Mercer Group, Inc. is well-qualified to assist the City Commission with this project. During the last six (6) months alone we have successfully completed or we are currently conducting executive searches for the City of St. Pete Beach, the City of St. Petersburg, Hillsborough County, the City of Plant City (Police Chief and City Manager), Citrus County, Pinellas Suncoast Transit Authority (PSTA) and Tampa Bay Area Regional Transportation Authority (TBARTA) as well as initiating City Manager searches for Deltona and Port Orange. These are just the **Florida** recruitments; there are many more in the Southeast and nation-wide.

The Mercer Group, Inc. has been in operation for over twenty four years with our corporate headquarters in Atlanta and branch offices in thirteen (13) states, including **Pinellas County Florida**. The Mercer Group, Inc. has the resources available to conduct this search and avoid untimely delays in the process. If selected, I will personally lead this recruitment from our Seminole, Florida office; with 30 years of local government experience, including four (4) City Manager positions in Florida, I am uniquely qualified to lead this search for Pompano Beach's new City Attorney.

Thank you for the opportunity to respond to this important assignment. We will be pleased to discuss our proposal with the City Commission and urge you to allow us to do so. Please contact me directly at 727-214-8673 if you have any questions.

Sincerely yours,

THE MERCER GROUP, INC.



W. D. Higginbotham, Jr.
Senior Vice President

THE MERCER GROUP, INC.

I. FIRM INFORMATION & BACKGROUND

A. Firm Qualifications

The Mercer Group, Inc. is an independent management consulting firm incorporated in the State of Georgia and operating nation-wide. The firm was founded by James L. Mercer, a long-term public management consultant. The firm has conducted business under the name The Mercer Group, Inc. since February, 1990 and is registered with the Florida Department of State.

Mr. Mercer started his own firm in 1981 and, in 1984, merged it with another consulting firm, Wolfe & Associates, Inc. On June 1, 1986, Mr. Mercer acquired the Human Resource and Organizational Consulting Practice of Wolfe & Associates, Inc. This acquisition formed the basis for Mercer, Slavin & Nevins, Inc. He sold his interest in Mercer, Slavin & Nevins, Inc. early in 1990 and founded The Mercer Group, Inc.

The Mercer Group, Inc. provides exceptionally high quality management consulting services to state and local governments, transit authorities, health care providers, utilities, special districts, and private sector clients. Specialty practice areas include: executive recruitment, organization and operations analysis, productivity improvement, strategic planning, management systems, compensation/classification/policy studies, privatization, budget evaluation services, government consolidation and organization development, training, and general management consulting. Our key consultants have conducted successful searches for hundreds of public sector organizations nationally and can offer numerous references as testimony of our work.

While this important engagement for the City of Pompano Beach will be personally led by W. D. Higginbotham, Jr., it will be assisted and supported by James L. Mercer. Mr. Mercer has conducted or assisted in the conduct of more than 2,000 successful executive searches in recent years. The spectrum of our search experience is below. Mr. Mercer's resume is included below, as is Mr. Higginbotham's.

Mr. Mercer is the Chief Executive Officer of our firm. There is no parent, subsidiary or affiliation of other firms. The closed service office and our corporate headquarters are as follows:

The Mercer Group, Inc.
5579 B Chamblee Dunwoody Road, Suite 511
Atlanta, Georgia 30338
(770) 551-0403; FAX: (770) 399-9749
Federal Tax ID No.: 58-1877068

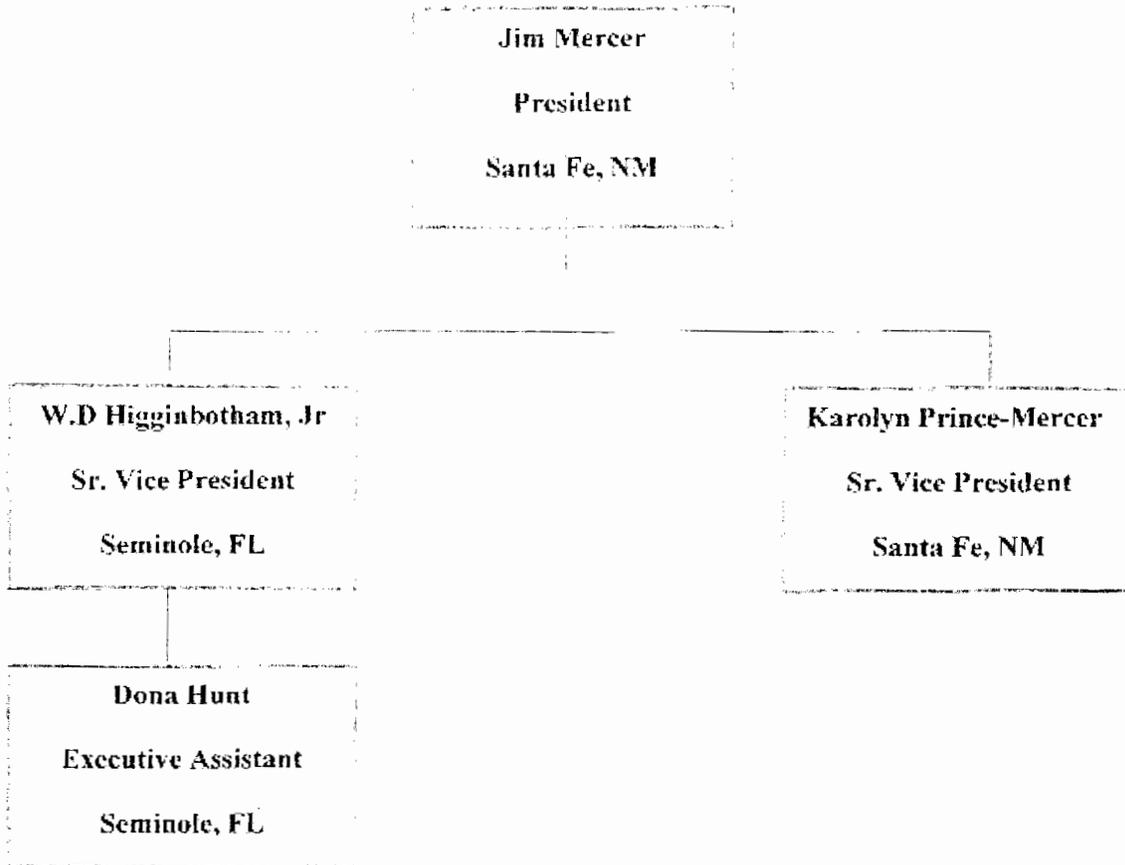
Primary contact information is as follows:

The Mercer Group, Inc.
W. D. Higginbotham, Jr.
Senior Vice President
9123 Cherry Trace
Seminole, Florida 33777
727-214-8673
WDHiggin@mercergroupinc.com
www.mercergroupinc.com

B. Organizational Chart for the City of Pompano Beach Search Team

The Mercer Group, Inc.

**EXECUTIVE SEARCH TEAM
for
POMPANO BEACH
CITY ATTORNEY**



C. Resumes of Our Key Staff

1. James L. Mercer, President - Atlanta and Santa Fe Offices; Project Support

Mr. Mercer holds a Master of Business Administration degree from the University of Nevada, Reno, and a Bachelor of Science degree in Industrial Management from the same institution. He has also received a Certificate in Municipal Administration from the University of North Carolina at Chapel Hill and is a graduate of the Executive Development Program at Cornell University. Mr. Mercer is a Certified Management Consultant (CMC) and has more than 25 years of experience in executive search and management consulting. He has authored or co-authored five books and has written more than 250 articles on various management topics. His experience covers the following functional areas: executive search, organization and operations analysis, management systems, productivity improvement, seminars/training, goal setting, strategic planning, privatization, government, consolidation, and general consulting.

Prior to founding The Mercer Group, Inc., Mr. Mercer held positions as President of Mercer, Slavin & Nevins, Inc.; Regional Vice President of Wolfe & Associates, Inc.; Partner and Vice President of Korn/Ferry International; General Manager of Battelle Southern Operations; National Program Director for Public Technology, Inc.; and Assistant City Manager of Raleigh, North Carolina. He has also been President of James Mercer & Associates, Inc., and has served as Director of Government Consulting Services for Coopers & Lybrand in the Southeast and Southwest, and Director of the Industrial Extension Division for Georgia Tech.

2. W. D. Higginbotham, Jr., Senior Vice President - Florida Office; Project Lead

Mr. Higginbotham's distinguished public sector career of over 30 years has included serving as chief executive officer and chief financial officer of cities in Florida and California. He served as City Manager of Gainesville, Florida, Melbourne Beach, Florida, Surfside, Florida, and Madeira Beach, Florida ranging in population from 3,100 to 123,100 and Assistant City Manager and CFO in Bakersfield, California with a population of 352,400. Mr. Higginbotham also served eight years as the Director of Economic Development for the eleven (11) county, 7,000 square mile area of the North Central Florida Regional Planning Council. After being recruited by the International City/County Management Association (ICMA) on behalf of the Department of Defense, his service to Florida cities was briefly interrupted in late 2007 and early 2008 when he served in Baghdad, Iraq as a member of the United States Provincial Reconstruction Team. He is an active member of ICMA and the Florida City and County Management Association (FCCMA) and has been recognized by both organizations for over 25 years in the local government management profession.

Mr. Higginbotham's particular areas of expertise are executive search, organizational development and economic development. In addition to graduating from Tulane University where he earned his Certificate in Accounting, he has completed and instructed training programs at the Emergency Management Institute (FEMA) in Emmitsburg, Maryland in Disaster Preparedness and Disaster Resistant Jobs Training, TRAIN-THE-TRAINER.

3. Karolyn Prince-Mercer, Senior Vice President - Santa Fe Office; Project Support

Ms. Prince-Mercer received her Bachelor of Arts degree in History with minors in Art, Political Science and Education from the University of Nevada. She received her Doctor of Jurisprudence degree from Woodrow Wilson College of Law. She is licensed to practice law in New Mexico and in Georgia. She has practiced law for over 20 years beginning in Georgia. Ms. Prince-Mercer is also qualified to administer and interpret the Myers-Briggs Type Indicator (MBTI) instruments.

Ms. Prince-Mercer also specializes in public sector executive search. She has been in management consulting for over eighteen years. She has experience working in executive search and has conducted several city manager searches. She has worked on several city managers/administrators searches with Mr. Mercer over the past years. She also has experience with compensation and classification, and with organization and management studies. Ms. Prince-Mercer is also active in recruitment for other fields in the public sector.

4. Time Commitments

The members of our firm have the quality time to devote to this search so as to meet Pompano Beach's needs.

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II. CITY/COUNTY ATTORNEY AND REFERENCES

The Following List of Searches are limited to CITY/COUNTY ATTORNEY to avoid the lists being voluminous.

Attorneys/Legal

Ann Arbor, Michigan - City Attorney (Limited Scope Search) – 1995
Ashville, North Carolina – City Attorney - 2013
Benecia, California - City Attorney - 1996
Boulder, Colorado - City Attorney - 2003
Broomfield City and County, Colorado - City Attorney - 2004
Carlsbad, California - Deputy City Attorney - 2001
Cuyahoga Metropolitan Housing Authority - General Counsel (Limited Scope Search) - 1998
Cuyahoga Metropolitan Housing Authority - Labor/Management Attorney - 1998
Danville, California - Town Attorney - 1995
Glendale, Arizona - City Attorney (Limited Scope Search) - 2000
Glendale, Arizona - City Attorney - 2004
Greensboro, North Carolina - City Attorney – 2011
Lee County, New Mexico – County Attorney - 2014
Lee's Summit, Missouri - City Attorney - 2008
Littleton, Colorado - City Attorney - 2008
Livermore, California - City Attorney - 2000
Livermore, California - Assistant City Attorney - 2001
Livermore, California - Deputy City Attorney - 2000
Longmont, Colorado - City Attorney - 2008
Monroe, North Carolina - City Attorney - 2001
Newport News, Virginia - City Attorney - 1995
Orange County, North Carolina - County Attorney - 2008
Pinetop-Lakeside, Arizona - Town Attorney - 2007
Simi Valley, California - City Attorney - 1997
Thornton, Colorado - City Attorney - 1990
Thornton, Colorado - City Attorney - 1987
Tucson, Arizona - City Attorney - 2004
Vacaville, California - City Attorney - 2001
Virginia Beach, Virginia - City Attorney - 1989
York, Pennsylvania - Business Administrator & Assistant Solicitor - 2000

REFERENCES

Kenneth W. Buchman, City Attorney
City of Plant City; population 35,000
302 W. Reynolds Street
Plant City, FL 33563
813-659-4242
kbuchman@planteitygov.com
City Manager Search; Police Chief Search

Mayor Alonzo King
City of Goldsboro; population: 38,313
City Hall, 200 North Center Street
Goldsboro, NC 27530
c/o_mbrewer@ci.goldsboro.nc.us
City Manager Search

Mayor Tom Beehan
City of Oak Ridge; population: 27,378
200 W Tulane Avenue
Oak Ridge, TN 37830
865-425-3432
theehan@corn.org
City Manager Search

Christopher M. Guella, Director of Human Resources
City of St. Petersburg; population 249,688
P. O. Box 2842
St. Petersburg, FL 33713
727-893-7419
chris.guella@stpete.org
Police Chief Search

Mayor Wes Perry
City of Midland; population: 103,880
300 N Loraine Avenue
Midland, TX 79701
432-686-5000
wes@egfresources.com
City Manager Search

Mayor (Dr.) Robert Cluck
City of Arlington; population: 364,000
101 W Abram Street
Arlington, TX 76004
817-459-6122
robert.cluck@arlingtontx.gov
City Manager Search

Ms. Sherry Anderson, Human Resource Director
Citrus County Florida; population 140,000
3600 W. Sovereign Path
Leclanto, FL 34461
352-400-0145
SHERRY.ANDERSON@bocc.citrus.fl.us
County Administrator Search

Stephen W. Vaughn, Secretary/Executive Director
Pennsylvania Municipal Retirement System
Commonwealth of Pennsylvania
1010 7th Street, Suite 301
Harrisburg, PA 17102
717-787-2065
stvaughn@pa.gov
Secretary/Executive Director Search

Mayor Marilyn Hatley
City of North Myrtle Beach; population: 15,000
1018 Second Avenue South
North Myrtle Beach, SC 29582
843-280-5526
mayorhatlev@n-myrtle-beach.sc.us
City Manager Search

Mr. Russell Blackburn, City Manager
City of Gainesville; population: 124,354
200 East University Avenue
Gainesville, FL 32601
352-334-5010
blackburnrd@cityofgainesville.org
City Manager Search; Risk Management Director Search; Utility Engineer Search

Mr. Ron Scott, City Manager
City of Danville; population: 16,218
445 W Main Street
Danville, KY 40423
853-238-1200
rscott@danvilleky.org
City Manager Search; Chief of Police Search

Ms. Kristy Stallings, Deputy City Manager
City of Overland Park; population: 275,000
8500 Santa Fe Drive
Overland Park, KS 66212
913-895-6152
Kristy.stallings@opkansas.org
City Manager Search

III. SERVICES, TIMELINE, AND FEES

Our Firm's Approach, Work Plan, Equal Employment Opportunity Statement, Timeline of Activity Pursuant to Scope of Services and Fees

A. Project Understanding and Approach

It is our understanding that Pompano Beach is in need of Executive Search Services for a City Attorney Recruitment. It is our understanding that the scope of work, search and recruitment services shall include, but not be limited to, the following:

- Defining the position profile.
- Sourcing qualified candidates.
- Evaluating prospective candidates.
- Selection and employment.

The objectives that we will meet in order to find the best qualified candidates for the City Attorney position are as follows:

- To conduct on-site needs assessment for the new City Attorney.
- To develop a comprehensive position profile.
- To encourage top level people to apply who would otherwise be reluctant to respond to an advertisement.
- To save a considerable amount of the City Commission's time in establishing a position profile and reviewing applicants.
- To comply with appropriate personnel regulations and state laws (i.e., EEO, Affirmative Action and ADA).
- To independently and objectively assess the qualifications and suitability of candidates for the position.
- To recommend a pool of finalist candidates to the City Commission.
- To coordinate finalist candidate interviews with the City Commission.
- To mail an information packet supplied by the City to all qualified applicants.
- To respond to all candidate inquiries and produce all correspondence during the search.
- To preserve the confidentiality of inquiries to the degree possible under Florida law.
- To assist the City Commission in reaching a final decision.
- To assist in negotiating a compensation package with the successful candidate on behalf of the City.
- To keep the City closely involved in key decisions and informed of our progress.

The scope of the project will be sufficiently broad and in-depth so as to meet the requirements of Pompano Beach. Our approach and style are interactive; we form a partnership with our client to conduct a project from which the City of Pompano Beach will benefit through ease of implementation.

B. Work Plan: Outreach, Candidate Screening, Background Work, Interview & Follow Up

We recommend a seven (7)-step search process as follows:

1. **Position Analysis** - We will define work relationships, job qualifications and requirements for the position - the "Position Profile".
2. **Recruitment Process** - We will recruit State-wide, regionally, and nationally for the position and network to locate qualified candidates.
3. **Resume Review** - We will identify qualified candidates.
4. **Candidate Screening** - We will thoroughly screen prospective candidates.
5. **Background Investigation** - We will thoroughly evaluate prospective candidates.
6. **Interview Process** - We will make recommendations and assist in selection.
7. **Negotiation and Follow-up** - We will facilitate employment and follow-up to ensure complete integrity of the process.

1. Position Analysis

We will have extensive consultation with Pompano Beach's City Commission and/or key staff as well as other individuals or groups (as the Commission wishes) to determine the City's vision/mission, goals and objectives, the needs and issues, requirements of the job, and to obtain information about the environment within which the position functions.

During this process, we will initiate individual interviews with citizen organizations, department heads and key staff, and others of your choice to identify expectations, perceptions, and concerns regarding the position. In addition, we will spend a considerable amount of time at the beginning of the process with the City Commission (and others as desired) in order to determine the level of experience and training needed. As noted earlier, Mr. Higginbotham's 30 years of local government experience make him uniquely qualified to lead this search for the new City Attorney.

Based on those meetings, we will prepare a draft position profile and review it with the City Commission in order to arrive at a general agreement regarding the specifications for the position. The final position profile will include information about Pompano Beach, the City Commission, staff, major issues to be faced, the position, and the selection criteria established.

2. Recruitment Process

Because we have recently completed similar searches, we will first review our database to determine those candidates whom we may already know and/or already have on file who may meet the City's specifications.

Although this process is valuable, we will rely most heavily on our own contacts in the administration/management field and on our own experience. Through "networking", we will conduct a nation-wide search, while understanding that the successful candidate must be duly licensed to practice law in the State of Florida, for the best qualified candidates and invite them to apply for the position.

Based on our discussions with Pompano Beach's City Commission, we will place ads in professional journals, online at appropriate websites that specialize in and attract high quality legal professional and management attention, to encourage applicants to apply.

3. Resume Review

We will review and analyze each applicant's background and experience against the position description criteria. We will acknowledge all resumes received and keep candidates informed.

4. Candidate Screening

Criteria for the preliminary screening will be contained in the approved "Recruitment Profile". They may include such items as education, technical knowledge, experience, accomplishments, management style, personal traits, etc.

Screening of candidates against those criteria will be based on data contained in the resumes and other data provided by the candidates and on our knowledge of the organizations in which they work. At this stage, each must meet the minimum qualifications specified in the Recruitment Profile.

We will be responsible for screening the applications received. This initial screening will be conducted by Mr. Higginbotham by telephone with the prospective candidate. We will conduct interviews with references who may know the candidate's background and expertise by telephone. Where feasible, we will also conduct personal face-to-face interviews with top candidates.

Once the initial screening is completed, we will select the prospective candidates who most closely match the criteria established by Pompano Beach. The output of this step in the process will be a matrix display of the top candidates showing how each rates against the selection criteria established by the City Commission. This matrix will be reviewed with Pompano Beach's City Commission in group and or individual meetings and guidance obtained prior to proceeding. One contingency here is that the City Commission may not approve of any of the candidates. If that should occur, we would, of course, keep searching until the City's needs are clearly met.

After review by the City Commission, we will personally interview each candidate using various interview techniques. We will closely examine their experience, qualifications and achievements in view of the selection criteria and our professional expertise in evaluating the quality of such qualifications and achievements.

We also request that all candidates provide us, in writing, substantial information about their accomplishments and their management style and philosophy; this information will be verified.

5. Background Investigations

As part of our process in evaluating top candidates, we make detailed and extensive reference checks. In conducting these, it is our practice to speak directly to individuals who are now or have previously been in a position to evaluate the candidates' job performance.

We ask each candidate to provide us with a number of references. We then network these references to other persons who know the candidate. In this way, we thoroughly evaluate each candidate. We have had occasion to talk to more than 20 references concerning a single finalist candidate. These references and evaluations are combined to provide frank and objective appraisals of the top candidates. We also verify past employment difficulties, if any, including reasonable due diligence on any legal action filed against current or former employers.

As part of our evaluation process, we verify undergraduate and graduate college degrees. We arrange for credit checks, criminal checks, and, as an additional option, can arrange for psychological (or similar) testing of the candidates that may be desired. As a part of this project we can provide the results of a management style inventory on the finalist candidates. We can also conduct a Myers-Briggs analysis of the team with the new team member for team building purposes (these may be extra cost items). We will present and discuss background investigation criteria with the City Commission which will make the final decision on which candidates to interview.

6. Interview Process

Based on the preceding steps, a recommended list of finalists for the position of City Attorney will be compiled. We will prepare a written summary on each finalist. The information will cover, but not be limited to, 1) present position, 2) total years experience, 3) salary requirements, 4) education, 5) previous positions held, 6) notable projects, 7) management style, 8) skills and abilities, 9) interests, and 10) professional goals.

This information will be presented to Pompano Beach's City Commission in a detailed written format combined with the results of the background investigation and candidate screening. We will make a recommendation on a group of finalists, the size of which as directed by the City Commission. The Commission shall make the final decision on which and how many candidates will be interviewed.

Our report will be presented in a meeting in which we will discuss our recommendations and provide background information, sample questions and a rating form for the interviews. In particular, we will explain which, if any, of the applicants specifically meet the total criteria established by the City Commission or whether the final group simply represents the best available talent.

We will also provide the City Commission with our recommendations relative to timing, sequencing, location, setting, format, and conduct of interviews with the finalists. We will provide information about trends in employment, employment contracts and agreements, relocation expenses, prerequisites, appropriate role for spouses, receptions, etc. We will arrange schedules for top candidate interviews and will coordinate the process.

7. Negotiation and Follow-up

We will also assist in the negotiation process relative to salary, benefits and other conditions of employment. We feel that we can be especially helpful because we have proposed a fixed fee rather than one based on a percentage of salary. One contingency here is that an agreement may not be able to be arranged. If that is the case, we will work with the City Commission to select an alternate candidate.

We will properly handle any and all media relations. Unless otherwise directed, it is our standard practice to tell all media that we are working on behalf of the City Commission and that any public statement should come directly from the City Commission. We will maintain confidentiality of candidate information, as possible, under Florida law.

Finally, we will notify by letter all unsuccessful candidates who were not recommended for interview with the Pompano Beach City Commission of the final decision reached. We suggest, however, that it is more proper for the Commission to directly notify all unsuccessful candidates whom they interviewed of the final result.

We will keep the City Commission closely informed and involved in decisions concerning the search process at all times. We will prepare and send weekly e-mail updates and a formal progress report at the mid-point of the search. These reports will contain a progress report on the recruitment and specific steps to be taken to meet the City's deadlines.

Support from the City of Pompano Beach will be needed, as follows:

- Arranging interviews with Pompano Beach's City Commission, staff and others as desired.
- Providing budget, organization charts and other documents.
- Place of contact and contact person for the search.

C. Equal Employment Opportunity Statement

It is the policy of The Mercer Group, Inc., to assure equal opportunity based on ability and fitness for all employees or applicants considered for our client organizations regardless of race, color, religion, sex, age, marital or veteran's status, national origin, or the presence of any sensory, mental or physical disability. Such policy shall apply, but not be limited to, hiring, placement, job classification, transfer or promotion, demotion, recruitment, advertising or solicitation for employment, rates of pay or other forms of compensation, selection for training, career development, layoff or termination.

This policy shall be disseminated to clients, subcontractors, suppliers and prospective applicants. The intent of this policy will apply to internal operations, recruitment and consulting activities conducted by our firm.

D. Project Schedule and Timeline (subject to approval by the City Commission)

**POMPANO BEACH
CITY ATTORNEY SEARCH**

Kickoff Meeting with the City	One week following award and execution of agreement
Interviews/Consultation with the Mayor and City Commission & Others (as desired) to Develop Characteristics & Attributes of a Successful Candidate. Develop Compensation Package and Job Description.	Week One
Approve Recruitment Materials	Week Three
Access Data Base for Targeted Recruitment of Qualified Individuals and Place Ads	Week Three (Begin Search)
Send Recruitment Brochure/Invitation Letter	Week Three
Outreach Telephone Calls	Week Three through Seven
Acknowledge Receipt of Application Materials	As received
Cutoff Date for Receipt of Applications	Week Seven
Screen Applications Against Selection Criteria and Consultant Interviews of Top Candidates	Ongoing to Week Seven
Meet with the Mayor and City Commission to Review Top Candidates and Assist in Selection of Finalists	Week Eight (Within 35 to 45 Days of Beginning Search, Provide Candidate Information)
Conduct Reference and Background Checks	Week Nine & Ten
Send Interview Guide to the Mayor and City Commission of Selected Finalists	Week Ten
Community Meet & Greet and Conduct Interviews of Selected Finalists	Week Eleven
Make Selection	Week Eleven
Negotiate Agreement	Week Eleven
Notify Candidates Not Selected	At close of search process

E. Cost Proposal for Professional Recruitment Services for City Attorney

The Mercer Group, Inc. proposes a **total fee, including all expenses, for the Executive Search/Recruitment Services as a fixed amount of \$14,750.** There will be **NO additional costs or expenses paid to The Mercer Group, Inc. for our services.** Items and their associated costs for our services are as follows:

Position Analysis.....	\$ 1,750
Outreach Campaign.....	2,500
Resume Review.....	2,500
Candidate Screening.....	2,750
Background Investigation.....	3,250
Interview Process.....	1,500
Negotiation and Follow-up.....	500
TOTAL FEE.....	\$14,750

The costs for final candidates to travel to Pompano Beach for interviews, as the City Commission desires, are not included. Such costs are normally paid by the client on a reimbursement basis, directly to the candidates. These costs are extremely difficult to estimate because they depend on where the candidates are located. In general, out-of-state costs run about \$600 to \$750 per person.

Pompano Beach's liability to The Mercer Group, Inc. for services rendered under our agreement **will not exceed the agreed upon price as stated above.**

We will submit regular invoices for our fees. It is our practice to bill one-third at the start of the search, one-third upon delivery of the semi-finalist application materials, and one-third upon selection of the successful candidate.

We will comply with all applicable laws, rules and regulations of federal, state and local government entities.

Our ability to carry out the work required will be heavily dependent upon our past experience in providing similar services to others, and we expect to continue such work in the future. We will, to the degree possible, preserve the confidential nature of any information received from you or developed during the work in accordance with our professional standards.

We assure you that we will devote our best efforts to carrying out the engagement. The results obtained, our recommendations and any written material provided by us will represent our best judgment based on the information available to us. Our liability, if any, will not be greater than the amount paid to us for the services rendered.

The hourly rate for any services the City might request outside the scope of items set forth in this proposal is \$125.00 per hour.

This proposal constitutes the agreement between us. It cannot be modified except in writing by both parties. Our agreement will be interpreted according to the laws of the State of Florida.

F. Additional Activities that Might be Helpful to the Recruitment and Selection Process

As noted above, we can provide the results of a Management Style Inventory on the finalist candidates. We can also conduct a Myers-Briggs analysis of the team with the new team member for team building purposes. (These may be extra cost items.)

G. Proposal Acceptance

This January 15, 2015, proposal is accepted for the City of Pompano Beach by:

SIGNATURE:

NAME:

TITLE:

DATE:

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THE MERCER GROUP, INC.

GUARANTEES

II. The ten (10) guarantees of our search work are explained below:

1. **Client Organization:** The client is defined as the entire entity, including all departments, divisions, sections and groups. This assures that all of our guarantees apply to the entire client organization.
2. **Two-Year Off Limits:** We will not recruit candidates from a client organization for two years after completion of a search assignment without the full agreement of the client.
3. **Placement Off Limits Forever:** We will never recruit a candidate whom we have placed in a client organization as long as he/she is employed by that organization without the full agreement of the client.
4. **Continue the Search:** If, for any reason, the client does not feel comfortable selecting a candidate from our original recommended group of candidates, we will continue the search until the client can make a selection.
5. **Replacement of Successful Candidate:** If the candidate we place with the client leaves the client organization for any reason during the 24 month period following the date of placement with the client, we will replace the candidate and **there will be no professional fees** charged by The Mercer Group to make the new placement.
6. **Parallel Candidate Presentation:** We will not present a candidate simultaneously to more than one client. This permits our firm to represent one client organization without any conflicts of interest.
7. **Client Conflicts:** If asked, we will disclose to our clients the names of the organizations which are "Off Limits" that logically would be target organizations on the new search assignment.
8. **Deceptive/Misleading Search Techniques:** We commit to our clients and to our prospective candidates that we will not use any search techniques which may be considered as deceptive or misleading.
9. **Resume Floating:** We will not float resumes to organizations in the hopes that we can collect a fee if that individual is hired.
10. **Not Represent Individuals:** We assure our clients and individuals who may become candidates that we will not collect a fee from candidates whom we may recommend for a position.

LIMITS OF LIABILITY

Type of Insurance	each occurrence	aggregate
GENERAL LIABILITY		
<i>MINIMUM \$500,000 OCCURRENCE/AGGREGATE</i>		
XX comprehensive form		
XX errors and omissions		
XX premises - operations	bodily injury	
— explosion & collapse		
— hazard	property damage	
— underground hazard		
— products/completed		
— operations hazard	bodily injury and	
XX contractual insurance	property damage	
XX broad form property	combined	
— damage		
XX independent contractors		
XX personal injury	personal injury	
<hr/>		
AUTOMOBILE LIABILITY		
<i>MINIMUM \$500,000 OCCURRENCE/AGGREGATE</i>		
	bodily injury	
	(each person)	
	bodily injury	
	(each accident)	
XX comprehensive form	property damage	
XX owned		
XX hired	bodily injury and	
XX non-owned	property damage	
	combined	
<hr/>		
EXCESS LIABILITY		
XX umbrella form	bodily injury and	
— other than umbrella	property damage	
	combined	
	\$500,000.	\$500,000.
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XX PROFESSIONAL LIABILITY	\$1,000,000.	\$1,000,000.
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