

**CITY OF
FORT PIERCE**

Executive
Search & Recruitment Services

**CITY
ATTORNEY**

November 5, 2015



The Mercer Group, Inc.

Consultants To Management

CITY of FORT PIERCE FLORIDA

Proposal for Executive Search & Recruitment Services

CITY ATTORNEY

November 5, 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.mercergroupincflorida.com

www.mercergroupinc.com

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The Mercer Group, Inc.

Consultants To Management

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Seminole, FL 33777
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November 5, 2015

Robert J. Bradshaw
City Manager
City of Fort Pierce
100 North US 1
Fort Pierce, FL 34950

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

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 and follow-up.

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

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City of Fort Pierce
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- 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.

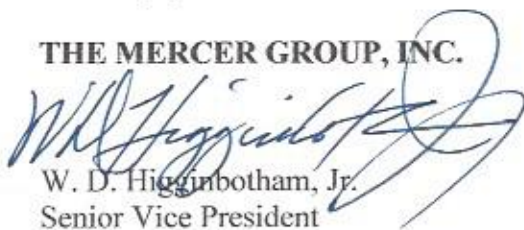
The purpose for engaging the services of an executive search firm is to seek out and recruit experienced candidates and to assist the City Commission in selecting highly qualified individuals who meet the profile and needs of the City and who might not otherwise apply. The Mercer Group, Inc. is well-qualified to assist the City Commission with this project. During the last twelve (12) months alone we have successfully completed or we are currently conducting searches for the Cities of St. Petersburg, St. Pete Beach, Gainesville, Hallandale Beach, Plant City, Deltona, Pompano Beach, Port Orange, St. Cloud as well as Hillsborough County, Citrus County, Pinellas Suncoast Transit Authority and TBARTA. 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 five 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 Fort Pierce's new City Attorney.

Thank you for the opportunity to respond to this important assignment. We will be pleased to discuss our proposal with you and 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 Fort Pierce 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

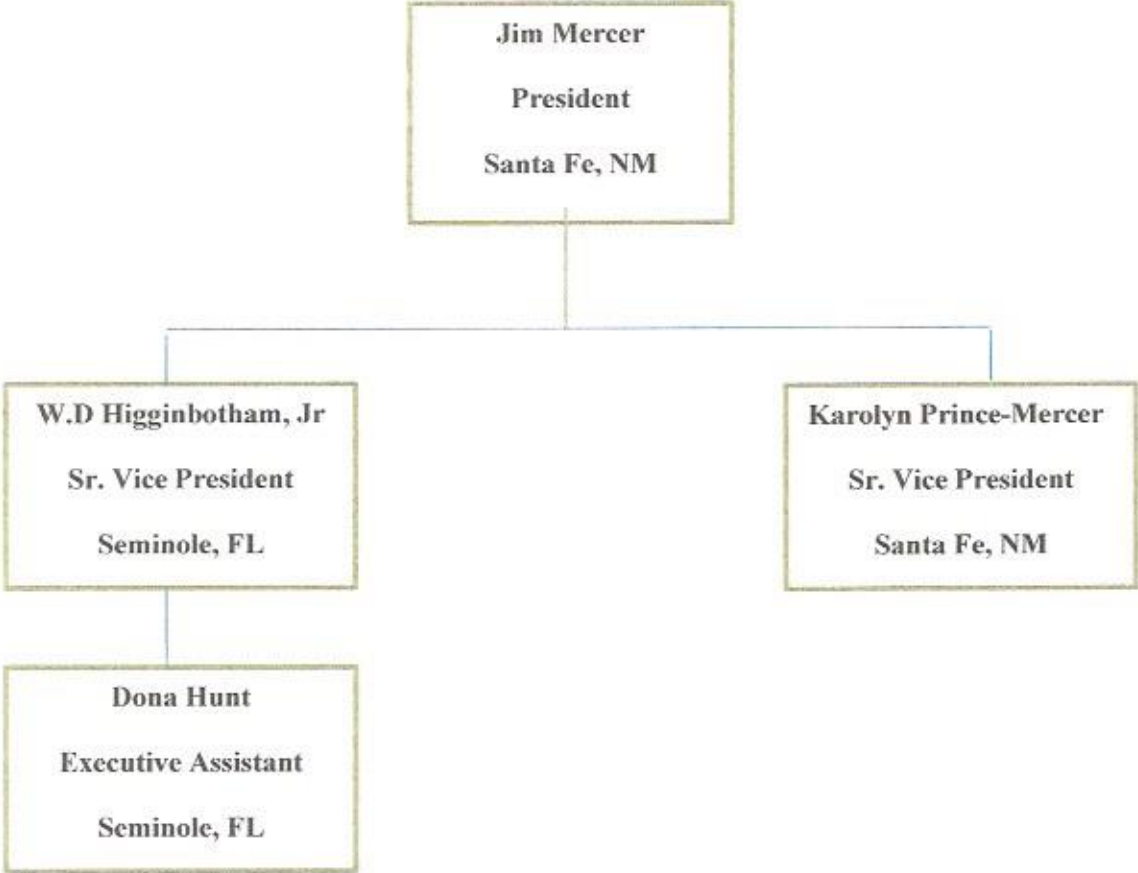
Primary contact information is as follows:

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 Fort Pierce Search Team

The Mercer Group, Inc.

EXECUTIVE SEARCH TEAM
for
FORT PIERCE
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 Fort Pierce's needs.

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II. CITY/COUNTY ATTORNES & CITY/COUNTY MANAGERS AND REFERENCES

The Following List of Searches are limited to CITY/COUNTY ATTORNEYS and CITY/COUNTY MANAGERS AND ADMINISTRATORS to avoid the lists being voluminous.

Attorneys/Legal

Ann Arbor, Michigan - City Attorney (Limited Scope Search) – 1995
Ashville, North Carolina – City Attorney - 2014
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
Lea County, New Mexico – County Attorney - 2015
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
Pompano Beach, Florida – City Attorney - 2015
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

City Managers/Administrators

Akron, Ohio - Assistant to the Mayor
Alachua, Florida - City Manager - 2001
Alamogordo, New Mexico - City Manager - 2009
Albany, Georgia - Assistant City Manager (Limited Scope Search) - 2000
Angel Fire, New Mexico - Village Manager - 2011
Angel Fire, New Mexico - Town Administrator (Limited Scope Search) - 2000
Andrews, Texas - City Manager – 2000

Ann Arbor, Michigan - City Administrator - 2001
Ann Arbor, Michigan - City Administrator - 1995
Ann Arbor, Michigan - City Administrator - 1988
Arkansas City, Kansas - City Manager - 2006
Arlington, Texas - City Manager - 2011
Arlington, Texas - Assistant City Manager
Aspen, Colorado - City Manager - 1989
Athens/Clarke County Unified Government, Georgia - Manager - 2000
Athens/Clarke County Unified Government, Georgia - Manager - 1995
Aurora, Colorado - City Manager - 1989
Austin, Texas - City Manager - 1988
Avondale, Arizona - City Manager - 2000
Aztec, New Mexico - City Manager - 2009
Bangor, Maine - City Manager - 2010
Barrington, Illinois - Village Manager - 1998
Bay City, Michigan - City Manager - 2003
Beavercreek, Ohio - City Manager - 2003
Beavercreek, Ohio - City Manager - 1985
Belding, Michigan - City Manager - 1999
Bellaire, Texas - City Manager - 1996
Billings, Montana - City Administrator - 2006
Billings, Montana - City Administrator - 2003
Billings, Montana - City Administrator - 1999
Billings, Montana - Assistant City Administrator - 2003
Billings, Montana - Deputy City Administrator - 2003
Birmingham, Michigan - City Manager - 2010
Bloomfield, New Mexico - City Manager - 2010
Bloomfield Hills, Michigan - City Manager - 2006
Bloomfield Hills, Michigan - City Manager - 2001
Boca Raton, Florida - Assistant City Manager - 1989
Boulder, Colorado - City Manager - 2008
Boulder, Colorado - City Manager - 2002
Boynton Beach, Florida - City Manager - 1999
Bridgeport, Texas - City Administrator - 2010
Bryan, Texas - City Manager - 2006
Cairo, Georgia - City Manager - 1995
Canadian, Texas - City Manager - 2010
Cape Coral, Florida - City Manager - 1996
Carpentersville, Illinois - Village Manager - 2001
Carrboro, North Carolina - Town Manager - 2003
Casa Grande, Arizona - City Manager - 2003
Casselberry, Florida - City Manager (Limited Scope Search) - 2003
Centennial, Colorado - City Manager - 2007
Centennial, Colorado - City Manager - 2001
Centennial, Colorado - Assistant City Manager - 2006
Champaign, Illinois - Assistant City Manager - 2007
Charlotte, North Carolina - City Manager - 2008
Charlotte, North Carolina - City Manager - 1996

Charlotte, North Carolina - City Manager - 1981
Charlotte, North Carolina - Deputy City Manager (Limited Scope Search) - 2000
Chesapeake, Virginia - City Manager - 2012
Chesapeake, Virginia - City Manager - 1996
*Chesapeake, Virginia - City Manager - 2009
*Chesapeake, Virginia - City Manager - 2006
Clayton, Missouri - City Manager - 2003
Cleburne, Texas - City Manager - 2011
*Clifton Forge, Virginia - City Manager - 2006
*Cloverdale, California - City Manager - 2001
College Park, Georgia - City Manager - 2013
College Park, Georgia - City Manager - 2008
College Park, Georgia - City Manager - 2002
College Park, Maryland - City Manager – 2004
College Park, Maryland - City Manager - 2002
College Station, Texas - City Manager - 2006
College Station, Texas - Assistant City Manager (2) - 2006
*Colma, California - City Manager - 1998
Columbia, South Carolina - City Manager - 2009
Columbia, South Carolina - City Manager - 1997
Columbus, Georgia - City Manager - 1995
Concord, North Carolina - City Manager - 1999
Coral Springs, Florida - Assistant City Manager - 2000
*Cotati, California - City Manager - 1997
Covington, Georgia - City Manager – 2013
Covington, Washington - City Manager - 2006
Culpeper, Virginia - Town Manager - 2000
*Daly City, California - Assistant City Manager – 1995
Danville, Kentucky - City Manager – 2011
Danville, Virginia - City Manager – 1999
*Danville, Virginia - City Manager - 2008
Davie, Florida - Town Administrator - 1999
Dayton, Ohio - City Manager - 2006
Dayton, Ohio - Assistant City Manager/Operations – 2007
Dayton, Ohio - Assistant City Manager/Economic Development – 2007
Daytona Beach, Florida - City Manager - 2002
Decatur, Illinois - City Manager - 2008
Decatur, Illinois - City Manager - 1987
Deerfield Beach, Florida - City Manager – 1989
DeKalb, Illinois - City Manager - 1998
Delaware, Ohio - City Manager - 1998
Delray Beach, Florida - City Manager - 1986
Del Rio, Texas - City Manager (Limited Scope Search) - 1995
Derby, Kansas - City Manager - 2001
Dothan, Alabama - City Manager - 2002
Downer's Grove, Illinois - Village Manager - 2005
Dublin, Ohio - City Manager - 2008
Durham, North Carolina - City Manager – 2008

Durham, North Carolina - City Manager - 2004
East Point, Georgia - City Manager - 2012
East Point, Georgia - City Manager - 1999
East Point, Georgia - City Manager - 1996
Eau Claire, Wisconsin - City Manager - 2006
Elkhart, Kansas - City Administrator (Limited Scope Search) - 2000
Eloy, Arizona - City Manager - 2000
El Paso, Texas - City Manager 2004
El Reno, Oklahoma - City Manager - 2006
Enid, Oklahoma - City Manager - 1997
*Encinitas, California - City Manager - 1999
Erie, Colorado - Town Administrator - 2011
Española, New Mexico - City Manager - 2008
Estes Park, Colorado - Town Administrator – 2011
Eugene, Oregon - Assistant City Manager
Eustis, Florida - City Manager - 2007
Evanston, Illinois - City Manager - 1996
Evanston, Illinois - Assistant City Manager
Fairfield, Iowa - City Administrator - 2010
Fairmont, Minnesota - City Administrator - 1988
*Fayetteville, North Carolina - 2008
Federal Heights, Colorado - City Manager - 2007
Federal Heights, Colorado - City Manager - 2004
Federal Way, Washington - City Manager - 1999
Flint, Michigan - City Administrator - 2001
Florence, South Carolina - City Manager - 1996
Florence, South Carolina - City Manager - 2011
Fort Lauderdale, Florida - City Manager – 1998
Fort Smith, Arkansas - City Administrator – 2008
Fort Smith, Arkansas - City Administrator – 2006
Fountain Hills, Arizona - Town Manager - 2011
Fountain Hills, Arizona - Town Manager - 2002
Frankfort, Kentucky - City Manager - 2003
Franklin Village, Michigan - Village Administrator – 1998
Gainesville, Florida - City Manager – 2005
Gainesville, Florida - City Manager - 1995
Galesburg, Illinois - City Manager - 2006
Gastonia, North Carolina - City Manager - 2007
Glen Ellyn, Illinois - Village Manager – 2008
Glen Ellyn, Illinois - Village Manager - 2006
Glencoe, Illinois - Village Manager - 2000
Glendale, Arizona - Assistant City Manager - 2010
Glendale, Arizona - Deputy City Manager - 2010
Glendale, Arizona - Deputy City Manager (2 Positions) - 2004
Glenview, Illinois - Village Manager - 2004
Glenwood, Illinois - Village Administrator - 2008
Glenn Heights, Texas - City Manager - 2006
Goldsboro, North Carolina - City Manager – 2011

Goldsboro, North Carolina - City Manager - 2004
 Goodyear, Arizona - City Manager - 2007
 Grand Island, Nebraska - City Administrator - 2007
 Grand Ledge, Michigan - City Administrator - 1999
 Granville, Ohio - Village Manager - 2005
 Greeley, Colorado - Deputy City Manager - 2006
 Green Cove Springs, Florida - City Manager (Limited Scope Search) - 1997
 *Greenfield, California - City Manager - 1998
 Greensboro, North Carolina - Assistant City Manager (Limited Scope Search) - 1996
 *Greenville, North Carolina - 2007
 Gulfport, Florida - City Manager - 2003
 Gulfport, Florida - City Manager - 1989
 GVR Metropolitan District, Green Valley Ranch, Denver, Colorado - District Manager - 2008
 Hampton, Virginia - City Manager – 2009
 Hampton, Virginia - City Manager - 1984
 Hampton, Virginia - Assistant City Manager
 *Healdsburg, California - City Manager - 1995
 Highland Park, Michigan - Interim City Manager - 2002-2003
 High Point, North Carolina - Assistant City Manager
 Holland, Michigan - City Manager - 2011
 Howell, Michigan - Deputy City Manager for Financial Services - 2004
 Huber Heights, Ohio - City Manager - 2000
 Hudson, Ohio - City Manager - 1997
 Hyattsville, Maryland - City Administrator - 2010
 Independence, Missouri - Assistant City Manager
 Indian Rocks Beach, Florida - City Manager (Limited Scope Search) - 1997
 Indian Rocks Beach, Florida - Interim City Manager (Assist) - 2005
 Indian Trail, North Carolina - Town Manager – 2009
 Jackson, Michigan - City Manager – 2004
 Jackson, Michigan - City Manager – 1996
 Jacksonville, North Carolina - City Manager - 2010
 Jacksonville, North Carolina - City Manager - 2005
 Jacksonville, North Carolina - City Manager - 1998
 Jacksonville, North Carolina - Assistant City Manager – 2007
 Jersey City, New Jersey - Assistant Business Manager
 Johns Creek, Georgia - City Manager - 2006
 Johnson City, Tennessee - City Manager - 2005
 Joplin, Missouri - City Manager - 2004
 Kent, Ohio - City Manager – 2005
 Kent, Ohio - City Manager - 1997
 Kettering, Ohio - Assistant City Manager
 Kingsport, Tennessee - City Manager -1999
 Lakeland, Florida - City Manager - 2003
 Lakeland, Florida - Assistant to the City Manager - 2004
 *Lakeport, California - City Manager - 2001
 Lake Worth, Florida - City Manager - 2009
 Las Vegas, New Mexico - City Manager - 2009
 Laurinburg, North Carolina - City Manager – 1999

Lapeer, Michigan - City Manager - 2002
League City, Texas - City Manager - 2012
League City, Texas - City Administrator - 2009
League City, Texas - Assistant City Manager for Public Works - 2009
League City, Texas - City Administrator - 2004
Lee's Summit, Missouri - City Manager - 2008
Liberty, Texas - City Manager - 2007
Littleton, Colorado - City Manager - 2011
*Livermore, California - City Manager - 2000
*Livermore, California - Assistant City Manager - 2001
Longboat Key, Florida - Town Manager - 1997
Longboat Key, Florida - Town Manager - 1993
Longboat Key, Florida - Assistant Town Manager - 1996
*Los Altos, California - City Manager - 1998
Los Angeles, California - Chief Legislative Analyst - 2005
Louisville, Ohio - City Manager - 2001
Lower Merion Township, Pennsylvania - Assistant Township Manager Macon, Georgia - Chief Administrative Officer - 2008
Manistee, Michigan - City Manager - 2001
Marco Island, Florida - City Manager - 2004
Martinsville, Virginia - City Manager - 2004
Mason, Ohio - City Manager - 2006
Matthews, North Carolina - Town Manager - 2002
McAlester, Oklahoma - City Manager (Limited Scope Search) - 2006
McKinney, Texas - Assistant City Manager - 2006
Melbourne, Florida - City Manager - 2002
Middletown, Ohio - City Manager - 1984
Middletown, Pennsylvania - Borough Manager - 2001
Midland, Texas - City Manager - 2008
*Mill Valley, California - City Manager - 1999
Minneapolis, Minnesota - Assistant City Coordinator
Minnetonka, Minnesota - City Manager - 2000
Minster, Ohio - Village Administrator - 1986
Monroe, Michigan - City Manager - 1992
Monmouth, Illinois - City Administrator - 2007
Montgomery, Illinois - Village Manager - 2000
Mooresville, North Carolina - Town Manager - 2008
*Morgan Hill, California - City Manager - 1996
Mound, Minnesota - City Manager - 2000
Mount Holly, North Carolina - City Manager - 2007
Muscatine, Iowa - City Administrator - 2009
Naples, Florida - City Manager - 2007
Naples, Florida - City Manager - 2003
Negaunee, Michigan - City Manager - 2004
Newburgh, New York - City Manager - 2010
Newport News, Virginia - City Manager - 2005
Norfolk, Virginia - City Manager - 1999
North Miami, Florida - City Manager - 2002

Northglenn, Colorado - City Manager - 2001
Northville Township, Michigan - Township Administrator - 1999
North Myrtle Beach, South Carolina - City Manager - 2010
North Myrtle Beach, South Carolina - City Manager - 2003
North Myrtle Beach, South Carolina - City Manager - 1997
North Myrtle Beach, South Carolina - Assistant City Manager - 2008
North Port, Florida - Assistant City Manager (Limited Scope Search) - 2003
North Port, Florida - Assistant City Manager (Limited Scope Search) - 2002
*Novato, California - Assistant City Manager - 2002
Oak Ridge, Tennessee - City Manager - 2010
Oak Ridge, Tennessee - City Manager - 2003
*Oakland Park, Florida - Assistant City Manager - 2004
*Oakland Park, Florida - Assistant City Manager - 2002
Oklahoma City, Oklahoma - City Manager - 1986
Oklahoma City, Oklahoma - Assistant City Manager
Oneonta, New York - City Manager - 2012
Orlando, Florida - Chief Administrative Officer - 2005
Overland Park, Kansas - City Manager - 2010
Oxford, Ohio - City Manager - 2007
*Oxnard, California - City Manager - 1997
Paducah, Kentucky - City Manager - 2010
Pagosa Springs, Colorado - Town Manager - 2008
Parker, Colorado - Town Administrator - 2005
Pasadena, California - Assistant City Manager
Peoria, Illinois - City Manager - 2008
Payson, Arizona - Town Manager - 2002
*Petaluma, California - City Manager - 1996
Petoskey, Michigan - City Manager - 2009
Phoenix, Arizona - City Manager - 1989
Pineville, North Carolina - Town Manager - 2012
Piqua, Ohio - City Manager - 2005
Pittsburg, Kansas - City Manager - 2012
Plainview, Texas - City Manager - 2003
Plant City, Florida - City Manager - 2014
Pompano Beach, Florida - City Manager - 2009
Ponce Inlet, Florida - Town Manager - 2001
Port Arthur, Texas - City Manager - 2011
Port Huron, Michigan - City Manager - 1997
Portsmouth, Virginia - City Manager - 2000
*Portsmouth, Virginia - City Manager 2009
Powder Springs, Georgia - City Manager - 2006
Prairie Village, Kansas - City Administrator - 2007
Pueblo, Colorado - Assistant City Manager
Punta Gorda, Florida - City Manager - 2004
Punta Gorda, Florida - City Manager - 1998
Punta Gorda, Florida - City Manager - 1995
Questa, New Mexico - Village Administrator - 2011
Raleigh, North Carolina - Assistant to the City Manager - 1971

Raleigh, North Carolina - City Manager – 2000
Raton, New Mexico - City Manager - 2011
Reading, Pennsylvania - Managing Director - 2003
*Reno, Nevada - City Manager - 1995
Richland, Washington - City Manager - 2007
Richland, Washington - City Manager - 1998
Richland, Washington - City Manager (Limited Scope Search) - 2000
Richmond, Michigan - City Manager - 1998
Richmond, Virginia - Chief Administrative Officer - 2009
Rio Rancho, New Mexico - City Administrator - 2003
Roanoke, Virginia - City Manager - 1999
Rock Hill, South Carolina - City Manager - 2001
Rock Hill, South Carolina - City Manager - 1993
Rockport, Texas - City Manager - 2011
Rockville, Maryland - City Manager – 1998
Safety Harbor, Florida - City Manager - 2006
Saint Clair Shores, Michigan - City Manager - 2013
Sandy Springs, Georgia - City Manager - 2005
San Diego, California - Deputy City Manager - 1988
*San Diego, California - Assistant City Manager - 2000
San Jose, California - Assistant City Manager
*San Rafael, California - City Manager - 1996
*Santa Rosa, California - City Manager - 2000
Sarasota, Florida - City Manager - 2007
Sarasota, Florida - City Manager - 1986
Saratoga, California - City Manager - 2000
*Saratoga, California - City Manager - 1997
Savannah, Georgia - City Manager - 1994
Sheridan, Colorado - City Manager – 2011
Sioux City, Iowa - Assistant City Manager
Snellville, Georgia - City Manager - 2008
*Solana Beach, California - City Manager - 2002
South Brunswick Township, New Jersey - Township Administrator - 1987
South Haven, Michigan - City Manager – 1999
Southlake, Texas - Assistant City Manager – 2005
South Miami, Florida - City Manager - 2010
South Miami, Florida - City Manager - 2003
Southfield, Michigan - City Administrator - 1999
Sparks, Nevada - City Manager - 1989
Spartanburg, South Carolina - City Manager – 2001
Spartanburg, South Carolina - City Manager - 1995
Spartanburg, South Carolina - City Manager - 1984
St. Pete Beach, Florida - City Manager - 2001
St. Petersburg, Florida - Assistant City Manager
St. Petersburg, Florida - Deputy City Manager Public Works - 1988
Suffolk, Virginia - City Manager - 2002
Sun`n Lake Sebring Improvement DISTRICT, Florida - General Manager - 2006
Sun`n Lake Sebring Improvement DISTRICT, Florida - General Manager – 2004

Sun'n Lake Sebring Improvement DISTRICT, Florida - General Manager – 2002
Sunrise, Florida - City Manager - 1989
Sun Valley, Idaho - City Administrator - 2012
Superior, Colorado - Town Manager - 2006
Swartz Creek, Michigan - City Manager - 2000
Taos, New Mexico - City Manager (Limited Scope) - 2012
Takoma Park, Maryland - City Manager - 2013
Takoma Park, Maryland - City Manager - 2004
Talladega, Alabama - City Manager - 2008
Talladega, Alabama - City Manager - 2003
Tallahassee, Florida - City Manager - 1994
Temple, Texas, City Manager - 2004
*The Sea Ranch - Community Manager - 2002
*Tiburon, California - City Manager - 2000
Tifton, Georgia - City Manager – 2007
Tifton, Georgia - City Manager - 1996
Timnath, Colorado - Town Manager - 2011
Tipp City, Ohio - City Manager - 2008
Topeka, Kansas - Assistant to the Mayor
Topeka, Kansas - Chief Administrative Officer - 2002
*Tracy, California - Deputy City Manager - 1999
Traverse City, Michigan - City Manager - 1987
Treasure Island, Florida - City Manager - 2004
Treasure Island, Florida - City Manager - 1996
Trophy Club, Texas - Town Manager - 2010
Troy, Michigan - City Manager - 2012
Tucson, Arizona - City Manager - 2004
Tucson, Arizona - Assistant City Manager
*Union City, California - City Manager – 1995
Union City, Georgia - City Administrator – 2007
University City, Missouri - City Manager - 2005
Vero Beach, Florida - City Manager - 2004
Villa Park, Illinois - Village Manager - 2011
Virginia Beach, Virginia - City Manager – 1991
Virginia Beach, Virginia - Deputy City Manager – 1987
Wentzville, Missouri - City Administrator - 2013
Wentzville, Missouri - City Administrator - 2012
West Hartford, Connecticut - Assistant City Manager
Westminster, Colorado - City Manager - 2000
Westminster, Maryland - City Administrator – 2006
West Palm Beach, Florida - City Manager - 1988
Westerville, Ohio - City Manager - 2007
White House, Tennessee - City Administrator - 2012
White House, Tennessee - City Administrator - 2005
Wichita, Kansas - City Manager (Limited Scope Search) - 2008
Wichita Falls, Texas - City Manager - 2005
Wilmington, North Carolina - City Manager - 2002
Wilmington, North Carolina - Deputy City Manager – 2003

Wilson, North Carolina - City Manager – 2004
Winchester, Virginia - City Manager - 2011
Winter Haven, Florida - City Manager - 2001
Winter Haven, Florida - City Manager - 1986
Woodstock, Georgia - City Manager - 2008
Worcester, Massachusetts - City Manager - 1993
Worcester, Massachusetts - Assistant City Manager
Worthington, Minnesota - City Manager - 1988
Worthington, Ohio - City Manager - 2007
Wylie, Texas - City Manager - 2004
Yankton, South Dakota - City Manager - 2012
York, Pennsylvania - Business Administrator & Assistant Solicitor – 2000

County Managers/Administrators

Alachua County, Florida - County Manager - 1999
Alachua County, Florida - County Manager - 1984
Arapahoe County, Colorado - County Administrator - 1999
Athens/Clarke County Unified Government, Georgia - Manager - 1995
Athens/Clarke County Unified Government, Georgia - Manager - 2001
Beaufort County, South Carolina - County Administrator - 1992
Bernalillo County, New Mexico - County Manager - 2011
Broward County, Florida - Assistant to the County Administrator for Affordable Housing - 2004
Butler County, Ohio - County Administrator - 2011
Charleston County, South Carolina - County Administrator - 2008
Charleston County, South Carolina - County Administrator - 1998
Charlotte County, Florida - County Administrator - 2002
Charlotte County, Florida - County Administrator - 1995
Chesterfield County, Virginia - County Administrator – 1983
Clarke County, Georgia - County Administrator – 1984
Citrus County, Florida – County Administrator - 2014
Collier County, Florida - County Administrator (Limited Scope Search) - 2000
DeSoto County, Florida - County Administrator - 2005
Gaston County, North Carolina - County Manager – 2013
Grady County, Georgia - County Administrator (Limited Scope Search) – 1999
Gwinnett County, Georgia - County Manager – 1987
Gwinnett County, Georgia - Executive Assistant to the Board - 1985
Hamilton County, Ohio - County Administrator - 2005
Henrico County, Virginia - Assistant County Manager
Henry County, Georgia - County Administrator – 1984
Hernando County, Florida - County Administrator - 2000
Hillsborough County, Florida - County Administrator - 1986
Hillsborough County, Florida - Deputy County Administrator - 2004
Hillsborough County, Florida - Assistant County Administrator for Human Services - 2004
Hillsborough County, Florida - Assistant County Administrator for Development and Infrastructure - 2006
Horry County, South Carolina - County Administrator - 2009
Indian River County, Florida - County Administrator – 1987

Jackson County, Missouri - Chief Administrative Officer – 2007
Jackson County, Missouri - Deputy Chief Administrative Officer - 2007
Jefferson Parish, Louisiana - Assistant to the Parish President
Johnson County, Kansas - County Administrator - 1998
Lee County, Virginia - County Administrator - 1991
Leon County, Florida - County Administrator - 1989
Leon County, Florida - Assistant County Administrator - 1989
Long County, Georgia - County Administrator - 2008
Los Alamos County, New Mexico - County Administrator - 2003
Los Alamos County, New Mexico - County Administrator - 1998
Lowndes County, Georgia - County Manager - 2001
Manatee County, Florida - County Administrator - 1993
Manatee County, Florida - County Administrator – 1984
Martin County, Florida - Assistant County Administrator - 2006
Mesa County, Colorado - County Administrator - 2011
Nashville/Davidson County , Tennessee - Assistant to the Mayor
Northampton County, Virginia - County Administrator - 1999
*Nye County, Nevada - County Manager - 1998
Oconee County, South Carolina - County Administrator - 2010
Orange County, North Carolina - County Manager - 2009
Orange County, North Carolina - County Manager - 2006
Orange County, North Carolina - County Manager - 1987
Osceola County, Florida - County Administrator - 2003
Palm Beach County, Florida - County Administrator - 1985
Park County, Colorado - County Administrator - 2011
Pinal County, Arizona - County Manager - 2013
Polk County, Florida - County Administrator - 1989
Prince William County, Virginia - County Executive - 1990
Ramsey County, Minnesota - County Manager – 1999
Richland County, South Carolina - County Administrator – 2006
St. Louis County, Minnesota - County Administrator - 1987
Santa Rosa County, Florida - County Administrator - 1988
Sarasota County, Florida - County Administrator - 2011
Spartanburg County, South Carolina - County Administrator – 1999
Stafford County, Virginia - County Administrator – 2002
Summit County, Colorado - County Manager - 2007
Summit County, Colorado - County Manager - 2001
Sumter County, Florida - County Administrator - 2011
Sumter County, Florida - County Administrator – 2005
Sumter County, Florida - Interim Assistant County Administrator/Administrative Services
Director - 2006
Sumter County, Georgia - County Administrator - 2011
Union County, North Carolina - County Manager - 2008
Union County, North Carolina - County Manager - 2001
Union County, North Carolina - Assistant County Manager - 2007
Volusia County, Florida - County Manager - 1995
Wise County, Virginia - County Administrator – 2001

REFERENCES

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

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

Dane Peterson, Director
Hillsborough County Civil Service; population: 1,260,000
601 East Kennedy Blvd., Suite 1700
Tampa, FL 33602
813-272-5629
PetersenD@HillsboroughCounty.org
Hillsborough County Planning Comm. Executive Director;
Hillsborough County MPO Executive Director

Wayne Saunders, City Manager
City of St. Pete Beach; 10,200
155 Corey Avenue
St. Pete Beach, FL 33706
727-363-9231
wsaunders@stpetebeach.org
Community Development Director Search; Fire Chief Search

Ms. Lisa Sonogo, Human Resources Director
City of Cape Coral; population: 154,300
1015 Cultural Park Boulevard
Cape Coral, FL 33990
239-574-0528
lsonogo@capecoral.net
Community Development Director Search

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

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

Mayor Marilyn Hatley
City of North Myrtle Beach; population: 15,000
1018 Second Avenue South
North Myrtle Beach, SC 29582
843-280-5526
mayorhatley@n-mvrtle-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
Equal Opportunity Director; 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

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 Fort Pierce is in need of Executive Search Services for a City Attorney Recruitment. It is our further understanding that the scope of work, 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 and follow-up.

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 Fort Pierce. Our approach and style are interactive; we form a partnership with our client to conduct a project from which the City of Fort Pierce 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 Fort Pierce'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 Fort Pierce, 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 Fort Pierce'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 Fort Pierce. 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 Fort Pierce'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 Fort Pierce'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, perquisites, 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, in writing, all unsuccessful candidates who were not recommended for interview with the Fort Pierce 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 bi-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 Fort Pierce will be needed, as follows:

- Arranging interviews with Fort Pierce'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)

**FORT PIERCE
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 Material/Invitation Letter	Week Three through Seven
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 through 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 Fort Pierce 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.

Fort Pierce’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 November 5, 2015, proposal is accepted for the City of Fort Pierce by:

SIGNATURE:

NAME:

TITLE:

DATE:

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THE MERCER GROUP, INC.

GUARANTEES

H. 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.

I. Sample Agreement

AGREEMENT

This AGREEMENT, made as of this ___ day of _____, 2015, by and between **THE MERCER GROUP, INC.** and the City of Fort Pierce, a governmental corporation.

WITNESSETH:

WHEREAS, Fort Pierce (hereinafter referred to as the "City") has made a REQUEST FOR PROPOSAL, to hire an executive recruiter to conduct a search for a City Attorney for the City and

WHEREAS, The Mercer Group, Inc. (hereinafter referred to as "Mercer") has submitted a proposal in response to the City's request; and

WHEREAS, the City has selected Mercer's proposal as the proposal which best meets its needs and the City desires to hire Mercer to conduct the City's search for a new City Attorney, and

WHEREAS, Mercer desires to assist the City in conducting the City's search for a City Attorney.

NOW THEREFORE, in consideration of the following mutual covenants and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by all parties hereto, Mercer and the City hereby agree as follows:

1. Mercer agrees to provide services and support to the City in the conduct of the City's search for a City Attorney. Mercer agrees to conduct the City's project in accordance with scope of services outlined in its Proposal to the City dated November 5, 2015, in response to the City's request. Mercer's proposal is incorporated by reference and thus made a part of this Agreement.
2. The City agrees to compensate Mercer for its services in the amount of \$14,750 for professional services, including all expenses, to conduct the search. Payments to Mercer are to be made as outlined in Mercer's proposal to the City.
3. The City and Mercer both agree that this Agreement shall be governed by the laws of the State of Florida.
4. SUNSHINE LAW. As Mercer's role is to screen applications and make recommendations for the position of City Attorney, Mercer acknowledges that it will be subject to, and will comply with, Section 286.01, Florida Statutes.

Agreement, Continued:

5. PUBLIC RECORDS. Mercer shall comply with the requirements of Florida's Public Records law. In accordance with Section 119.0701, Florida Statutes, Mercer shall (a) keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service under the contract; (b) provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided under Florida's Public Records law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Mercer upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology system of the City.
6. The City and Mercer both agree that in the event that any dispute arises between the parties, the complaining party shall promptly notify the other of the dispute in writing. Each party shall respond to the other party in writing within ten (10) working days of receipt of such notice.
7. The City and Mercer both agree that any amendments to this Agreement shall be made in writing, and executed by both parties. No proposed amendment which is not in writing and executed by both parties shall affect the terms of this Agreement.
8. The parties shall have the right at either party's convenience to terminate this Agreement following five (5) days written notice to the affected party. Should either party terminate this Agreement the City shall only be obligated to pay Mercer for those services already provided.

CITY OF FORT PIERCE

BY:

ATTEST:

THE MERCER GROUP, INC.

BY:

W. D. Higginbotham, Jr.
Senior Vice President