



Executive  
Search & Recruitment Services

**CITY MANAGER**

March 24, 2017



**The Mercer Group, Inc.**

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*Consultants To Management*



## **Executive Search & Recruitment Services**

# **CITY MANAGER**

**March 24, 2017**

### **THE MERCER GROUP, INC.**

**W. D. Higginbotham, Jr.**  
**Senior Vice President**  
**3245 S. Atlantic Avenue, Suite 607**  
**Daytona Beach Shores,, Florida 32118-8202**  
**727-214-8673**  
[WDHiggin@mercergroupinc.com](mailto:WDHiggin@mercergroupinc.com)  
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# The Mercer Group, Inc.

*Consultants To Management*

3245 S. Atlantic Ave Ste. 607  
Daytona Beach Shores, FL 32118  
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March 24, 2017

Alla V. Skipper, Sr., Contract Specialist  
Finance/Purchasing Division  
City of North Port  
4970 City Hall Blvd.  
North Port, Florida 34286

The Mercer Group, Inc. understands the City of North Port wishes to engage the services of an executive search firm to conduct executive search and recruiting services for a City Manager.

The Mercer Group, Inc. is pleased to assist the City to recruit exceptionally well-qualified candidates for the position of City Manager. If selected to conduct the search and recruitment process for this position, we will 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 Manager position are as follows:

- To conduct on-site needs assessment for the new City Manager.
- 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'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 respond to all candidate inquiries and produce all correspondence during the search.
- To mail an information packet supplied by the City to all qualified applicants.
- To recommend a pool of finalist candidates to the City Commission.
- To coordinate a community "meet and greet" function for the finalist candidates.

PINPOINTING WORKABLE SOLUTIONS FROM OUR OFFICES NATIONWIDE

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City of North Port  
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March 24, 2017

- To coordinate finalist candidate interviews with the City Commission.
- 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 with this project. Most recently we have successfully completed and/or currently engaged in searches for the Cities of Largo, Cape Coral, Deltona, Port Orange, DeBary, St. Petersburg, Temple Terrace, St. Pete Beach, Gainesville, Dunedin, Deerfield Beach, Hallandale Beach, Plant City, Pompano Beach, St. Cloud as well as Brevard County, Hillsborough County, Citrus County, Polk 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 seven years with our corporate headquarters in Atlanta and branch offices in thirteen (13) states, including **Volusia County Florida**. The Mercer Group, Inc. has the resources available to conduct this search and avoid untimely delays in the process. If we are selected, I will personally lead this recruitment from our Daytona Beach Shores 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 North Port's new City Manager.

Thank you for the opportunity to assist the City with this important assignment. 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 engagement for the City of North Port will be 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

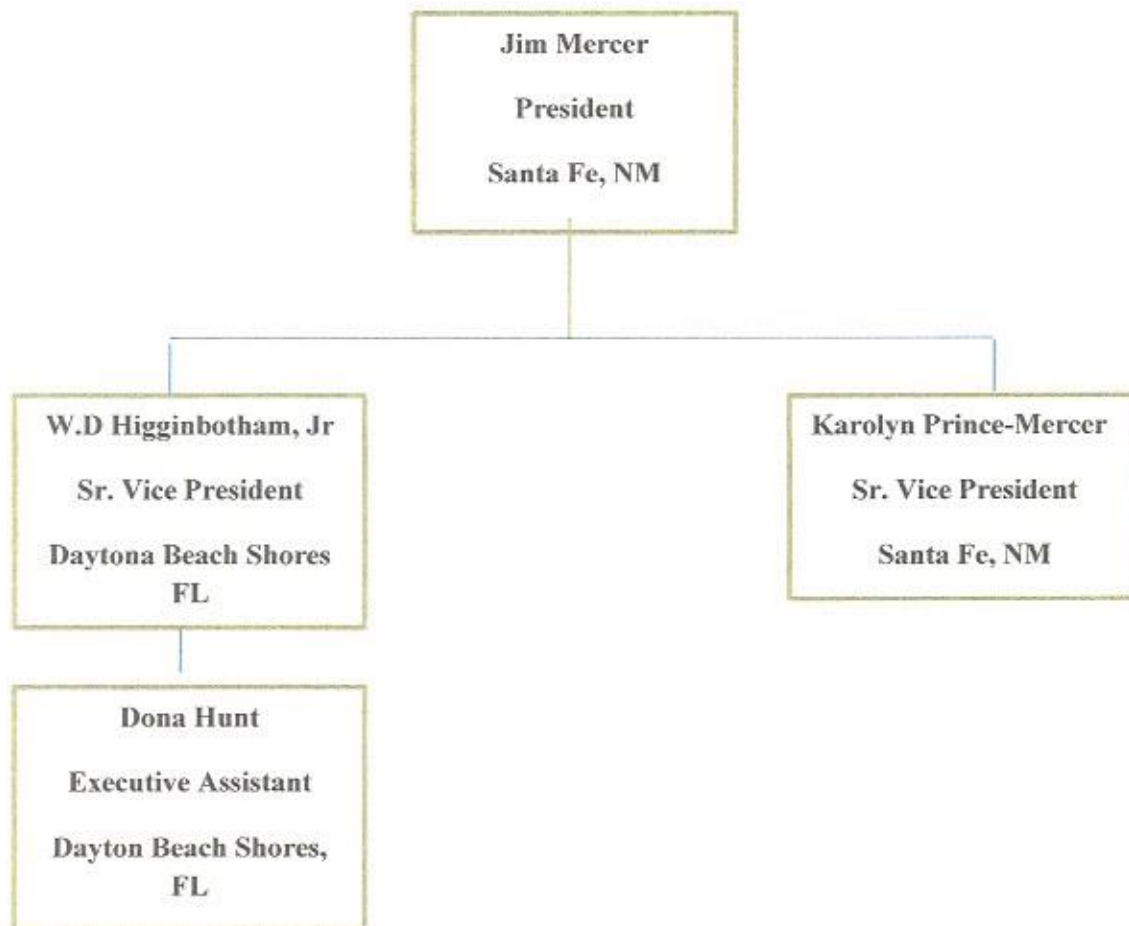
Primary contact information is as follows:

The Mercer Group, Inc.  
W. D. Higginbotham, Jr.  
Senior Vice President  
3245 S. Atlantic Ave., Suite 607  
Daytona Beach Shores, Florida 32118  
727-214-8673  
[WDHiggin@mercergroupinc.com](mailto:WDHiggin@mercergroupinc.com)  
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[www.mercergroupincflorida.com](http://www.mercergroupincflorida.com)

**B. Organizational Chart for the City of North Port Search Team**

# **The Mercer Group, Inc.**

**EXECUTIVE SEARCH TEAM  
for  
NORTH PORT  
CITY MANAGER**





## **C. Resumes of Our Key Staff**

### **1. W. D. Higginbotham, Jr., Senior Vice President - Florida Office; Project Manager**

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.

**Mr. Higginbotham has successfully conducted and completed the following search and recruitments during the past three years:**

- Cape Coral, Florida – City Auditor (Charter Officer), 2017
- Citrus County, Florida – County Administrator, 2015
- Deerfield Beach, Florida – Director of Environmental Services, 2016
- Deltona, Florida – City Manager, 2015
- Dutchess County, NY – Commissioner of Behavioral & Community Health, 2015
- Gainesville, Florida – Equal Opportunity Director (Charter Officer), 2015
- Hallandale Beach, Florida – Assistant Director of Public Works – Utilities, 2015
- Hillsborough County, Florida – Executive Director-Planning Commission, 2014
- Hillsborough County, Florida – Executive Director-Metro. Planning Org., 2014
- Largo, Florida – City Manager, 2015
- Onondaga County, NY – Commissioner of Health, 2014
- Pennsylvania Municipal Retirement System, PA – Secretary/Executive Director, 2014
- Pinellas Suncoast Transit Authority, Florida – Director of Procurement, 2014
- Plant City, Florida – Police Chief, 2014
- Plant City, Florida – City Manager, 2014
- Polk County, Florida – Fire Rescue Services Director (Fire Chief), 2016
- Pompano Beach, Florida – City Attorney, 2015
- Port Orange, Florida – City Manager, 2015
- St. Cloud, Florida – City Manager, 2015



- St. Pete Beach, Florida – Community Development Director, 2015
- St. Pete Beach, Florida – Fire Chief, 2015
- St. Petersburg, Florida – Police Chief, 2014
- Tampa Bay Area Regional Transit Authority, Florida – Executive Director, 2014
- Temple Terrace, Florida – City Manager, 2016
- Virgin Islands Housing Authority, St. Thomas, VI– Director of Asset Management, 2016

## **2. 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.

## **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 the City of North Port's needs.

## **II. 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 the City of North Port is in need of Executive Search Services for a City Manager 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 Manager position are as follows:

- To conduct on-site needs assessment for the new City Manager.
- 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'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 respond to all candidate inquiries and produce all correspondence during the search.
- To independently and objectively assess the qualifications and suitability of candidates for the position.
- To mail an information packet supplied by the City to all qualified applicants.
- To recommend a pool of finalist candidates to the City Commission.
- To coordinate a community "meet and greet" function for the finalist candidates.
- To coordinate finalist candidate interviews with the City Commission.
- 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 scope of the project will be sufficiently broad and in-depth so as to meet the requirements of North Port. Our approach and style are interactive; we form a partnership with our client to conduct a project from which the City of North Port 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 North Port's City Commission and/or key staff as well as other individuals or groups (as the City 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 Manager.

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 North Port, the Mayor, 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 preference may be a candidate with Florida experience and/or knowledge**, for the best qualified candidates and invite them to apply for the position.



Based on our discussions with North Port's City Commission, we will place ads in professional journals, online at appropriate websites that specialize in and attract high quality 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 North Port. 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 North Port's City Commission 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, 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 who 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 Manager 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 North Port'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 City 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.

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## **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 all unsuccessful candidates, who were not recommended for interview with the City Commission, of the final decision reached. However, we suggest that it is more proper for the City to directly notify all unsuccessful candidates, whom they interviewed, of the final result.

We will keep the City closely informed and involved in decisions concerning the search process at all times. We will prepare and send weekly e-mail updates and progress reports 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 North Port will be needed, as follows:

- Arranging interviews with North Port's Mayor, 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 of North Port)

**NORTH PORT  
CITY MANAGER SEARCH**

Kickoff Meeting with the City	One week following award and execution of agreement
Interviews/Consultation with the Mayor and City Commission and Others (as desired) to Develop Characteristics and 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	<b>Week Three (Begin Search)</b>
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 the Selection of Finalists	<b>Week Eight (Within 35 to 45 Days of Beginning Search, Provide Candidate Information)</b>
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 Manager**

The Mercer Group, Inc. proposes a **total fee, including all expenses, for the Executive Search/Recruitment Services as a fixed amount of \$15,750.** 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.....	\$ 2,000
Outreach Campaign.....	2,500
Resume Review.....	2,750
Candidate Screening.....	2,750
Background Investigation.....	3,250
Interview Process.....	2,000
Negotiation and Follow-up.....	500
<b>TOTAL FEE.....</b>	<b>\$15,750</b>

The costs for final candidates to travel to North Port 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.

North Port'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 document 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.



## THE MERCER GROUP, INC.

### GUARANTEES

#### **F. 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 for out-of-pocket expenses only 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.



# APPENDIX

The City reserves the right to negotiate any and all terms, prices and conditions of the quote proposal. The quote proposals will be reviewed, evaluated and determined based on the format and content outlined in this solicitation.

The City reserves the right to reject the quote submittal of any quoter who has previously failed to perform properly, or on time, contracts of similar nature; or who is not in a position to satisfactorily perform the contract.

## REQUEST FOR PROFESSIONAL SERVICES QUOTE NO. 2017-36

### COST PROPOSAL

#### SAMPLE COST PROPOSAL:

**THE FOLLOWING "SAMPLE COST PROPOSAL" IS OFFERED AS A GUIDE ONLY AND NOT A COMPETITIVE LIMITING DEVICE:**

*A complete price proposal to include a not-to-exceed amount inclusive of all fees and expenses (labor, equipment, materials travel, printing, etc).*

COST PHASE	
Phase I: Needs Assessment and Information Gathering (Include: Commission meeting and individual meetings with each of the commissioners)	\$ Included in total flatfee
Phase II: Recruiting	\$ Included in total flatfee
Phase III: Candidate Screening and Semi-Finalist	\$ Included in total flatfee
Phase IV: Review, Selection & Interviews (include Commission meeting)	\$ Included in total flatfee
Phase V: Contract Negotiations (If requested) (Include Commission meeting)	\$ Included in total flatfee
TOTAL FLAT FEE      NOT-TO EXCEED AMOUNT	\$ 15,750.00

**OPTIONAL COSTS:** If there are additional services that you can provide that you feel the City may benefit from, please provide a description and cost for those services.

The City will issue a Purchase Order under the terms and conditions of this solicitation and the awarded proposal to complete the work. Should the Consultant require the City to sign an agreement, the Consultant shall submit a sample agreement in this section of the response.

**REQUEST FOR PROFESSIONAL SERVICES QUOTE NO. 2017-36  
SUBMITTAL SIGNATURE FORM**

The signature below is a guarantee that the proposer shall not withdraw his/her quote for a period of **ninety (90) days after the scheduled quote proposal due date**. If notified of the acceptance of the submittal, the undersigned agrees to accept the form of contract designated in this RFP Quote by the City for the stated compensation in the form as prescribed by the City.

The undersigned further certifies that he/she has read the Request for Proposal Quote, Terms and Conditions, Insurance Requirements and any other documentation relating to this request and this quotation is submitted with full knowledge and understanding of the requirements and time constraints noted herein.

As addenda are considered binding as if contained in the original specifications, it is critical that the contractor acknowledge receipt of same. The submittal may be considered void if receipt of an addendum is not acknowledged.

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_      Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_      Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

**Company Information**

**Type of Organization (Please Check One):**

Individual Ownership \_\_\_\_\_ Joint Venture \_\_\_\_\_ LLC/LLP \_\_\_\_\_  
Partnership \_\_\_\_\_ Corporation ☒ OTHER \_\_\_\_\_

**Federal Identification Number:** 58-1877068

**Is this a Florida Corporation:** ☐ Yes or ☒ No

**If not a Florida Corporation,**

In what state was it created: GEORGIA  
Name as spelled in that State: THE MERCER GROUP, INC.

**What kind of corporation is it:** ☒ "For Profit" or ☐ "Not for Profit"

**Is it in good standing:** ☒ Yes or ☐ No

**Authorized to transact business in Florida:** ☒ Yes or ☐ No

State of Florida Department of State Certificate of Authority Document No.: F01000005891

Respondent shall submit proof that it is authorized to do business in the State of Florida unless registration is not required by law.

**Does it use a registered fictitious name:** ☐ Yes or ☒ No

**DBA (if any):** N/A

**THIS PAGE MUST BE RETURNED**



# *State of Florida*

## *Department of State*

I certify from the records of this office that THE MERCER GROUP, INC. is a Georgia corporation authorized to transact business in the State of Florida, qualified on November 9, 2001.

The document number of this corporation is F01000005891.

I further certify that said corporation has paid all fees due this office through December 31, 2017, that its most recent annual report/uniform business report was filed on January 9, 2017, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Third day of March, 2017*



*Ken DeFoner*  
*Secretary of State*

Tracking Number: CU2332993363

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

**REQUEST FOR PROFESSIONAL SERVICES QUOTE NO. 2017-36  
SUBMITTAL SIGNATURE FORM**

Company Name THE MERCER GROUP, INC.

727-214-8673 WDHiggin@mercergroupinc.com 770-399-9749  
Telephone # E-Mail Fax #

3245 S. Atlantic Ave., Suite 607, Daytona Beach Shores, FL 32118  
Mailing Address

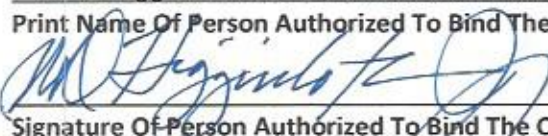
3245 S. Atlantic Ave., Suite 607  
Location Address

Daytona Beach Shores Florida 32118  
City State Zip Code

727-214-8673 WDHiggin@mercergroupinc.com 770-399-9749  
Telephone # E-mail Fax #

W. D. Higginbotham, Jr., Senior Vice President  
Print Name & Title of Firm Representative (Contact Person)

W. D. Higginbotham, Jr., Senior Vice President March 24, 2017  
Print Name Of Person Authorized To Bind The Company Date

  
Signature Of Person Authorized To Bind The Company

Do you accept Visa as payment for goods/services? ☐ YES ☒ NO

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## REQUEST FOR PROFESSIONAL SERVICES QUOTE NO. 2017-36

REFERENCES - CLIENT LIST – SUBMITTAL FORM

**SUMMARY EXPERIENCE/QUALIFICATIONS/CLIENT LIST** (List similar projects, with completion dates showing experience) (At least three (3) in the past five (5) years).

1. Project Location: City of Largo, Florida

Name of Contact Person: Susan Sinz, Director of Human Resources Telephone # 727-587-6706

Project Description: City Manager, Search

Total Project Amount: \$ 14,750 Start Date: 12/15/2015 Completion Date: 2/24/2016

2. Project Location: City of Deltona, Florida

Name of Contact Person: Jane K. Shang, City Manager Telephone # 386-878-8850

Project Description: City Manager, Search

Total Project Amount: \$ 14,750 Start Date: 1/12/2015 Completion Date: 4/25/2015

3. Project Location: City of Cape Coral

Name of Contact Person: Lisa Sonogo, Human Resources Director Telephone # 239-574-0528

Project Description: Community Development Director (07/2013-09/2013); City Auditor, Search (Charter Officer)

Total Project Amount: \$ 14,750 Start Date: 11/21/2016 Completion Date: 03/06/2017

4. Project Location: Polk County, Florida

Name of Contact Person: Gary W. Hester, Deputy County Manager Telephone # 863-287-8438

Project Description: Fire Rescue Services Director (Fire Chief), Search

Total Project Amount: \$ 14,750 Start Date: 3/15/2016 Completion Date: 6/16/2016

FIRM NAME THE MERCER GROUP, INC.

**THIS PAGE MUST BE RETURNED**

**REQUEST FOR PROFESSIONAL SERVICES QUOTE NO. 2017-36  
CONFLICT OF INTEREST SUBMITTAL FORM**

F.S. §112.313 places limitations on public officers (including advisory board members) and employees' ability to contract with the City either directly or indirectly. Therefore, please indicate if the following applies:

**PART I:**

- ☐ I am an employee, public officer or advisory board member of the City  
\_\_\_\_\_ (List Position or Board)
- ☐ I am the spouse or child of an employee, public officer or advisory board member of the City  
Name: \_\_\_\_\_
- ☐ An employee, public officer or advisory board member of the City, or their spouse or child, is an officer, partner, director, or proprietor of Respondent or has a material interest in Respondent. "Material interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity. For the purposes of [§112.313], indirect ownership does not include ownership by a spouse or minor child.  
Name: \_\_\_\_\_
- ☐ Respondent employs or contracts with an employee, public officer or advisory board member of the City  
Name: \_\_\_\_\_
- ☒ None of The Above

**PART II:**

Are you going to request an advisory board member waiver?

- ☐ I will request an advisory board member waiver under §112.313(12)
- ☐ I will NOT request an advisory board member waiver under §112.313(12)
- ☒ N/A

The City shall review any relationships which may be prohibited under the Florida Ethics Code and will disqualify any vendors whose conflicts are not waived or exempt.

BUSINESS NAME: THE MERCER GROUP, INC.

NAME (PER AUTHORIZED TO BIND THE COMPANY): W. D. Higginbotham, Jr., Senior Vice President

SIGNATURE:  DATE: March 24, 2017

**THIS PAGE MUST BE RETURNED**