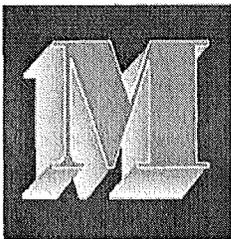


**TOWN OF PRESCOTT
VALLEY, ARIZONA**

Proposal for Executive
Search Services for
the Position of

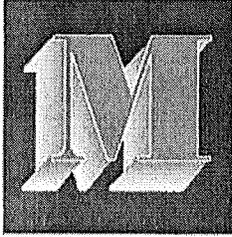
CHIEF OF POLICE

April 5, 2013



The Mercer Group, Inc.

Consultants To Management



The Mercer Group, Inc.

Consultants To Management

*1000 Cordova Place, #726
Santa Fe, New Mexico 87505
505-466-9500*

FAX 505-466-1274

E-mail: jmercer@mercergroupinc.com

April 5, 2013

VIA E-MAIL: ksmith@pvaz.net

Ms. Karen Smith, Human Resources Director
City of Prescott Valley
7501 E Civic Circle
Prescott Valley, AZ 86332

Dear Ms. Smith:

The Mercer Group, Inc. is most pleased to submit this proposal to assist the Town of Prescott Valley to recruit nationally and to develop exceptionally well-qualified candidates for the position of Chief of Police. We are most interested in assisting the Town of Prescott Valley with this critical project, and if selected to conduct the search, would have no difficulty beginning the project immediately and expediting our work to ensure a smooth process. The Mercer Group, Inc. has extensive experience in conducting chief of police searches locally and nationally. Our firm conducts several police chief searches each year throughout the United States. We are especially well qualified to conduct this search for the Town of Prescott Valley. We have a good database of prospective candidates from that search.

The purpose for engaging the services of an executive search firm is to seek out and recruit experienced candidates and to assist the Town of Prescott Valley in selecting highly qualified individuals who meet the profile and needs of the Town and who might not otherwise apply. We have conducted recent searches for chief of police for several communities your size. We are quite familiar with the candidate pool and the local needs.

We are the largest nationwide public sector search firm and we have more experience than any other public sector executive search firm. Mr. Mercer is a Certified Management Consultant (CMC) which is the preeminent designation earned in the management consulting profession. It is an indication that the individual possessing it has met and continues to meet strict certification requirements of the Institute of Management Consultants. The CMC designation represents that the individual has met world-class standards of competence, ethics and independence in the management consulting field. Mr. Mercer is the only management consultant with this designation operating in the public sector. (Please see www.mercergroupinc.com for more information about our firm and about current searches that we are conducting.)

PINPOINTING WORKABLE SOLUTIONS FROM OUR OFFICES NATIONWIDE

www.mercergroupinc.com

Ms. Karen Smith
Town of Prescott Valley
Page Two
April 5, 2013

The mission of The Mercer Group, Inc. is to make our clients proud that they engaged us to provide management consulting services for them. The Mercer Group, Inc. also makes extensive use of the Internet both with our own web page which can be located at www.mercergroupinc.com and through e-mail. We post positions with other Internet providers and make information available to a wide number of people who are Internet users. We also make extensive use of the Internet to review newspaper articles on top candidates, etc., from the community in which they are currently employed or were employed in the past.

Our corporate headquarters is in Atlanta and we have branch offices in Arizona, California, Colorado, Florida, Georgia, Illinois, Louisiana, Michigan, New Mexico, North Carolina, Oklahoma, Texas and Virginia. We will work on the assignment from our Santa Fe office.

Lead consultant on this search will be James L. Mercer. Other consultants to be used on this search will be Mike Letcher and Karolyn Prince.

Please note that our proposal includes all costs of advertising. We have no hidden costs nor are there other costs which are not covered in this proposal.

Thank you for the opportunity to respond to this important assignment. This proposal is valid for ninety (90) days from receipt by the Town of Prescott Valley. We are looking forward to discussing this proposal with you personally, and urge you to allow us to come to Prescott Valley at our expense to do that. We can move very quickly to do so. Please call me at 505-660-9500 if you have any questions.

Sincerely yours,

THE MERCER GROUP, INC.

James L. Mercer, President/CEO
Certified Management Consultant (CMC)

Enclosure

THE MERCER GROUP, INC.

TOWN OF PRESCOTT VALLEY, ARIZONA

**Proposal for
Executive Search Services
for the Position of**

CHIEF OF POLICE

April 5, 2013

**JAMES L. MERCER, PRESIDENT/CEO
THE MERCER GROUP, INC.**

1000 Cordova Place, Suite 726

Santa Fe, New Mexico 87505

505-466-9500

505-466-1274 FAX

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I. INTRODUCTION, BACKGROUND, OBJECTIVES AND SCOPE

This section presents our understanding of the Town of Prescott Valley's requirements for this search, as well as the objectives and scope of the project.

A. Introduction and Background

It is our understanding that:

- The Town of Prescott Valley is seeking "turn-key" executive search services and support in connection with the recruitment of a new Chief of Police.
- The Town of Prescott Valley is interested in identifying outstanding candidates and filling the position of Chief of Police.
- Services required include position analysis and preparation of position profiles, recruitment for the position; inviting potential candidates to apply; reviewing and screening applications; conducting interviews, reference checks and background checks of selected candidates; recommending a list of final candidates; coordinating final interviews; negotiating; and following up.
- The Town of Prescott Valley wishes to conduct a comprehensive national recruitment process, to ensure the best qualified candidates are found and that the best qualified individuals who are acceptable can be hired.
- The annual salary and benefits package for the position will be discussed with the Town Manager.

B. Objectives

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

- To conduct on-site needs assessment for the new Chief of Police.
- To develop a comprehensive position profile.
- To reconcile any differences in points of view with regard to specifications for the position.
- To encourage top level people to apply who would otherwise be reluctant to respond to an advertisement.
- To save a considerable amount of the Town Manager's and staff'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 positions.
- To recommend a pool of finalist candidates to the Town Manager.
- To coordinate finalist candidate interviews with the Town Manager.
- To mail an information packet supplied by the Town Manager to all qualified applicants.
- To respond to all candidate inquiries and produce all correspondence throughout the search.
- To preserve the confidentiality of inquiries to the degree possible under Arizona law.

- To assist the Town Manager in reaching a final decision.
- To assist in negotiating a compensation package with the successful candidate on behalf of the Town Manager.
- To assist the Town Manager in establishing criteria for evaluating the new Chief of Police's performance.
- To follow-up with the Town Manager and the new Chief of Police during the first year to determine if adjustments need to be made.
- To keep the Town Manager closely involved in key decisions and informed of our progress.

C. Scope

The scope of the project will be sufficiently broad and in-depth so as to meet the requirements of the Town of Prescott Valley. However, for the fees proposed it will not address recruitment of additional candidates for positions other than the one specified.

II. OUR APPROACH, WORK PLAN AND SCHEDULE

This section presents our approach, work plan and schedule for the search project.

A. Approach

Our approach and style are interactive. That is, we form a partnership with our client to conduct a project. The Town of Prescott Valley will benefit through ease of implementation and by gaining more in-depth knowledge of executive search and management consulting techniques and expertise.

B. Work Plan

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

- **Position Analysis** — We will define work relationships, job qualifications and requirements for the position — the "Position Profile".
- **Recruitment Process** — We will recruit regionally and nationally for the position and network to locate qualified candidates.
- **Resume Review** — We will identify qualified candidates.
- **Candidate Screening** — We will thoroughly screen prospective candidates.
- **Background Investigation** — We will thoroughly evaluate prospective candidates.
- **Interview Process** — We will make recommendations and assist in selection.
- **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 the Town Manager, other Town staff and local leaders selected by them, as well as other individuals or groups (if you wish) to determine the Town'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. In addition, we will spend a considerable amount of time at the beginning of the process in the Town of Prescott Valley in order to determine the level of experience and training needed.

During this process, we will initiate individual interviews with the Town Manager, citizen organizations, department heads and key staff, and others of your choice to identify expectations, perceptions, and concerns regarding the position.

Based on those meetings, we will prepare a draft position profile and review it with the Town Manager in order to arrive at a general agreement regarding the specifications for the position. The final position profile will include information about the Town of Prescott Valley, the community, 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 Town's specifications.

Although this process is valuable, we will rely most heavily on our own contacts in the chief of police field and on our own experience. In other words, through "networking", we will conduct a nation-wide professional search for the best qualified candidates and invite them to apply for the position.

We will provide the Town Manager with several advertising alternatives with varying degrees of cost and their associated benefits. Based on our discussions with the Town Manager, we will place ads in professional journals, at appropriate websites on the Internet, and in various minority and women's publications 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 of their status.

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 telephone and/or interactive video 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 interviews with top candidates.

Once the initial screening is completed, we will select the prospective candidates who most closely match the criteria established by the Town Manager. 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 Town Manager. This matrix will be reviewed with the Town Manager in a one-on-one meetings and guidance obtained prior to proceeding. One contingency here is that the Town Manager may not approve of any of the candidates. If that should occur, we would, of course, keep searching until the Town of Prescott Valley's needs are clearly met.

After review by the Town Manager, we will personally interview each 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 and, at the Town Manager's option, may be further tested by having the finalists complete management and leadership style inventories. We interpret these instruments for the Town Manager, as well.

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 large 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 talked to as many as 23 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 Teleometrics 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 recommend background investigation criteria to the Town Manager which will make the final decision on the specifics of the background check.

6. Interview Process

Based on the preceding steps, a recommended list of finalists for the positions of Chief of Police 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 the Town Manager 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 five (5) to seven (7) finalists. The Town Manager shall make the final decision on which and how many candidates will be interviewed.

Our report will be presented in a meeting with the Town Manager in which we will discuss our recommendations and provide background information, sample questions and a rating form for the interviews. We can also assist the Town Manager at no extra charge in conducting targeted selection and/or simulation processes with finalists, if desired. In particular, we will explain which, if any, of the applicants specifically meet the total criteria

established by the Town Manager or whether the final group simply represents the best available talent.

We will also provide the Town Manager 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 with the Town Manager 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 Town Manager 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 Town Manager and that any public statement should come directly from the Town Manager. We will maintain confidentiality of candidate information, to the degree possible, under Arizona law.

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

Once the new Chief of Police has been on board for 30 days or so, we will conduct a session with the Town Manager and with the new Chief of Police in order to establish mutual performance criteria and goals for the position. In this regard, we will work with the Town Manager to define the role of the new Chief of Police within the Town of Prescott Valley.

We will follow-up periodically with the Town Manager and the new Chief of Police during the first year in order to make any adjustments that may be necessary.

We will keep the Town Manager closely informed and involved in decisions concerning the search process at all times. We will prepare and send to the Town Manager 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 Town Manager's deadlines and an itemization of expenses incurred-to-date and expected to be incurred during each succeeding project step.

Support from the Town Manager will be needed, as follows:

- Arranging interviews with the Town Manager and key Town staff
- Providing budget, organization charts and other documents

5. Interview and Evaluate
Prospective Candidates.



6. Make Final Recommendations,
Assist in Selection,
Facilitate Employment.



7. Establish Evaluation
Criteria and Follow-Up.



8. Meetings with Town Manager:



1. Interview re. profile
2. Approve profile
3. Review final 12 to 15 candidates
4. Present report of finalists
5. Interview finalists

This schedule could be condensed or expanded somewhat, depending on the needs of the Town of Prescott Valley.

III. COST PROPOSAL

Our fee for the services outlined is \$16,500 plus not-to-exceed expenses of \$8,000. Because we are conducting other searches in the area we will discount the \$16,500 fee by \$1,500 and discount the not-to-exceed expenses by \$1,500 so that the fee to conduct this search will be \$15,000 plus \$6,500 in not-to-exceed expenses. Items of a similar search with their approximate costs are broken down as follows:

Position Analysis	\$ 2,000
Outreach Campaign	2,000
Resume Review	1,750
Candidate Screening	4,500
Background Investigation	4,750
Interview Process	1,000
Negotiation and Follow-up	<u>500</u>
TOTAL FEE	\$16,500
DISCOUNT ON SEARCH	\$1,500
TOTAL FEE FOR SEARCH	\$15,000

Expenses, not-to-exceed out-of-pocket in the amount of \$6,500.00 are for consultant travel (at three (3) trips), lodging and per diem, telephone, correspondence, advertising, research, sourcing, reference and background investigation, data assemblage and report preparation. The more use we can make of conference calls, email, interactive video, the more that can be saved on these expenses.

Because of our other ongoing consulting and search work and our experience, expenses should be kept to a minimum. The cost for final candidates to travel to interview with the Town Manager is not included. Such costs are typically 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. Typically, out-of-state costs run about \$750 to \$1,000 per person.

The Town of Prescott Valley's liability to The Mercer Group, Inc. for services rendered under this agreement will not exceed the agreed upon price unless an increase is authorized by the Town Manager in writing.

We will submit monthly invoices for fees and expenses. 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 delivery of the Final Report. Each invoice is due and payable upon receipt for professional services. Expenses will be billed in addition and shown as a separate figure.

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.

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 Arizona.

IV. FIRM QUALIFICATIONS AND STAFFING

This section presents our qualifications to conduct projects of this type and describes the staff to be assigned to the search.

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 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.

This important engagement will be conducted by Mr. James L. Mercer. Mr. Mercer has conducted or assisted in the conduct of more than 2000 successful executive searches in recent years. The spectrum of our search experience is illustrated below. Mr. Mercer's resume is included below.

Mr. Mercer is the Chief Executive Officer of our firm and can be located at our corporate headquarters as follows:

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

THE MERCER GROUP, INC. RECRUITMENT TEAM SKILLS MATRIX

CATEGORIES OF SKILLS AND EXPERIENCE	RECRUITMENT TEAM		
	J. Mercer	M. Letcher	K. Prince
Special District/Non-Profit	●	●	●
Small Municipality	●	●	●
Large Municipality	●	●	●
Urban County	●	●	●
Rural County	●	●	●

Suburban Government	●	●	●
Search Committee	●	●	●
Citizen Committee	●	●	●
Minority Placements	●	●	●
Internal Candidate Placement	●	●	●
Women Placement	●	●	●
Candidate Videotaping	●	●	●
Local Government Work Experience	●	●	●
Council/Manager Goal Setting	●	●	●
Sunshine and Open Records Act Experience	●	●	●
National Experience and Contacts	●	●	●
Other Public/Private Experience	●	●	●
CEO & Department Head Placements	●	●	●
Unbundled Search Process	●	●	●

B. Resumes of Our Key Staff

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

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.; as 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 both the Southeast and Southwest, as well as Director of the Industrial Extension Division for Georgia Tech.

2. Mike Letcher - Senior Vice President - Arizona Office

Mr. Mike Letcher is a recognized leader in strategic planning, performance measurement systems and developing innovative sustainable solutions to improving human resources, budget, finance and internal operating processes for governments with positive bottom line

results. He is a dynamic speaker and trainer with national and state conference experience. Mike was an instructor in the Executive Leadership Program for 10 years at the National Fire Academy in Emmitsburg, Maryland. He has worked with Graduate programs in Public Administration at the University of Kansas, University of Vermont and is currently an instructor at the University of Arizona.

He has worked in municipal governments as a City Manager, Deputy City Manager, Budget Director, Finance Director and Human Resources Director for over 30 years, with cities ranging in size from 6,000 to 500,000 in population. He has experience consulting with State, Federal and Municipal clients.

Mike is a certified quality improvement facilitator and the recipient of innovation awards for programs he has developed in Human Resources, Finance and Customer Service. The International City/County Management Association and the University of Arizona also recognize him as a Certified Public Manager.

He has a Masters Degree in Public Administration from the University of Kansas and has published national articles on improving customer service and redefining the relationship between the Mayor, Council and the City Manager.

3. Karolyn Prince, Senior Vice President - Santa Fe Office

Ms. Prince 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. Ms. Prince is also qualified to administer and interpret the Myers-Briggs Type Indicator (MBTI) instruments.

Ms. Prince also specializes in public sector executive search. She has been in management consulting for eighteen years. She has experience working in executive search and has conducted several city manager searches. She has placed worked on several police chief searches with Mr. Mercer over the past 19 years. She also has experience with compensation and classification, and with organization and management studies. Ms. Prince is also active in recruitment for other fields in the public sector.

4. Time Commitments

Our firm and Mr. Mercer have the quality time to devote to this search so as to meet the Town of Prescott Valley's needs.

V. WHY YOU SHOULD SELECT THE MERCER GROUP, INC.

We believe some advantages to using The Mercer Group, Inc. which you may wish to consider are:

- **Critical Path Method** — The Mercer Group, Inc. uses a "critical path" search process which is designed to allow our clients to focus their attention on the selection process rather than on recruiting and screening candidates. We have learned that each client's need for key executives is different and that there is no one "best" person for all situations. The best prospects are most frequently happily employed and are not responding to advertisements. These people typically need to be sought out and encouraged to become candidates. They are understandably reluctant to apply for positions if their interest could become a matter of public information prior to being assured that they will be finalist candidates. Our approach to this assignment will reflect the unique qualities of the Town of Prescott Valley. It will honor the interests of candidates to the extent possible under Arizona law.
- **Reasonable Fees** — Our practice was formed to provide exceptional quality recruitment services to our clients. Our system is designed to allow us to extend reasonable fees to our non-profit and governmental clients and still be well within our profit margins on each assignment.
- **Experience** — Our search specialists are among the most experienced recruiters in the United States. We are also conducting similar consulting assignments currently. Further, we have much experience in recruiting police chiefs for city governments the size of the Town of Prescott Valley.
- **Repeat Engagements** — We have received a considerable amount of repeat business from our clients during the recent past.
- **Unique Skills and Services** — We offer a valuable combination of skills and services which is unique in our industry. Our firm is nationally respected in the areas of organization analysis and development, teambuilding, strategic planning, goal setting, and productivity analysis. Should you wish, we would facilitate a goal and objectives setting workshop with the selected candidate and the Town Manager soon after the new Chief of Police begins. This service is offered at no additional professional fee. It would be necessary for us to charge actual expenses, however.
- **Strategic Location** — We are a national firm and serve the United States from our home office in Atlanta, which is strategically located near one of the world's busiest airports. We are close by when you need us. We have opened offices in Lansing, Santa Fe, Greeley, Dallas, New Orleans; Phoenix/Scottsdale, Raleigh, Wiemar, and Chesapeake. We will work out of the Santa Fe office on this project to better conserve spending.
- **Specialists in Search** — We are specialists in public sector and related executive search and will devote our most experienced consultants to this project. We will not delegate any important aspect of the work to less experienced staff. Mr. Mercer will conduct this search. He will be assisted by Mr. Letcher and Ms. Prince.
- **Positive Track Record** — We have a positive track record of placements on all of our search assignments and have satisfied clients as references.
- **Objectivity and Custom Tailored Services** — We do not use the same cadre of candidates again and again. And, we have no allegiances which preclude our total

objectivity respective of any candidate.

- **Thorough Work Product** — We check references, we verify education and our work product is most thorough and of the highest quality.
- **Contemporary Organization Analysis Insight** — We have contemporary organization analysis experience with similar organizations and will share our insights about your organization as we proceed with the search.
- **Proven Satisfaction** — Over 90 percent of our placements during the past five years are still in their same positions.
- **Ethical Standards** — We have participated in the establishment of ethical standards for public sector executive search firms, and we abide by those standards. We also abide by the Ethical Standards of the Institute of Management Consultants, USA, and the International City/County Management Association.
- **Objective Evaluation** — We are experienced in objectively evaluating internal and local candidates.
- **Contacts** — We have the local, state-wide and national contacts to expedite the search process.
- **Database** — We have a large database of well-qualified candidates which can be searched.
- **Minority/Women Placements** — We have a number of minority and women placements.
- **Diagnostic Techniques** — We use diagnostic techniques to determine the needs of our clients and to determine how candidates match up with those needs.
- **Position Dimensions Analysis** — We use a technique which allows for the determination of dimensions that are important in a police chief's position and then, through a computer program, determine specific questions that we should ask prospective candidates that will allow us to systematically determine whether or not those individuals have those characteristics. (For example, one dimension might be negotiating skills; leadership skills might be another, etc.)
- **Dimensions Matrix** — We also use a matrix approach to display the candidates along a number of dimensions and then review the top 12 or so of those individually with the Town Manager to get its involvement and feedback prior to us spending Town resources to interview a large number of candidates. This helps better target the search and produces a much more effective result.
- **Videos** — We also use videos of the top 5-7 or so candidates to allow the Town Manager to get a sense of the candidates prior to spending Town resources to interview them.
- **Group Process Techniques** — In addition, we use a number of group process techniques to assist the Town Manager and the new Chief of Police to better settle in and focus on a set of mutual performance criteria once the new person has been selected and comes on board.
- **Automated Approaches** — We use more modern automated approaches to developing, analyzing and displaying data about our prospective candidates than does any other firm.
- **Never Say "No"** — We almost never say "no" to our clients.
- **Keep You Involved** — We will keep the Town Manager actively involved in the search process at all times.

- **Ready to Go** — We are ready to begin work immediately and proceed rapidly to complete this assignment. We can meet your schedule.

CODE OF ETHICS

Clients

1. We will serve our clients with integrity, competence, and objectivity.
2. We will keep client information and records of client engagements confidential and will use proprietary client information only with the client's permission.
3. We will not take advantage of confidential client information for ourselves or our firms.
4. We will not allow conflicts of interest which provide a competitive advantage to one client through our use of confidential information from another client who is a direct competitor without that competitor's permission.

Engagements

5. We will accept only engagements for which we are qualified by our experience and competence.
6. We will assign staff to client engagements in accord with their experience, knowledge, and expertise.
7. We will immediately acknowledge any influences on our objectivity to our clients and will offer to withdraw from a consulting engagement when our objectivity of integrity may be impaired.

Fees

8. We will agree independently and in advance on the basis for our fees and expenses and will charge fees and expenses that are reasonable, legitimate, and commensurate with the services we deliver and the responsibility we accept.
9. We will disclose to our clients in advance any fees or commissions that we will receive for equipment, supplies or services we recommend to our clients.

Profession

10. We will respect the intellectual property rights of our clients, other consulting firms, and sole practitioners and will not use proprietary information or methodologies without permission.
11. We will not advertise our services in a deceptive manner and will not misrepresent the consulting profession, consulting firms, or sole practitioners.
12. We will report violations of this Code of Ethics.

The Council of Consulting Organizations, Inc. Board of Directors approved this Code of Ethics on January 8, 1991. The Institute of Management Consultants (IMC) is a division of the Council of Consulting Organizations, Inc.



INSTITUTE OF MANAGEMENT CONSULTANTS
230 Park Avenue, New York, NY 10169-0022
a division of the Council of Consulting Organizations, Inc.

What's Behind The "CMC"?

Certification	<p>When you see the initials "CMC" following a consultant's name, it means that he or she is a Certified Management Consultant and has met strict certification requirements of the Institute of Management Consultants. The Institute was founded in 1969 by the principal associations in the consulting field to establish publicly-recognized standards of competence and professional conduct</p>	<p>for the individual management consultant. Applicants for Institute certification undergo thorough investigation of their consulting experience; they are interviewed by a panel of senior consultants to verify their technical competence; and they must pass a written examination evidencing their familiarity with the Institute's Code of Professional Conduct, which they have pledged in writing to follow.</p>
A Code of Conduct	<p>CMCs pledge in writing to abide by the Institute's Code of Professional Conduct. Their adherence to the Code signifies voluntary assumption of self-discipline above and beyond the requirements of law. Key provisions of the Code require that CMCs:</p> <ul style="list-style-type: none"> • Safeguard confidential information • Render impartial, independent advice • Accept only those client engagements they are qualified to perform 	<ul style="list-style-type: none"> • Agree with the client in advance on the basis for professional charges • Develop realistic and practical solutions to client problems. <p>The Institute enforces the Code by receiving and investigating complaints of violations and by taking disciplinary action, including revocation of certification, against any member who is found guilty of Code violation.</p>
Standards of Competence	<p>Every step leading to the CMC designation has been designed to verify the candidate's professional competence.</p> <ul style="list-style-type: none"> • A Certified Management Consultant must have had at least five years of experience in the full-time practice of management consulting, with major responsibility for client projects during at least one of those years. • The CMC has had to provide multiple references, most of them officers or executives of clients served. These refer- 	<p>ences have been thoroughly interrogated to assure that consulting relationships were satisfactory.</p> <ul style="list-style-type: none"> • The CMC has had to provide written summaries of five Clients assignments (disguised to protect client identity). • The CMC has had to pass a qualifying interview by senior CMC's, demonstrating professional competence and currency in areas of specialization, application of experience, and understanding of the management consulting process.
The Mark of Excellence	<p>In selecting management consultants, managers are well advised to seek individuals who meet the profession's own standards of competence and ethics.</p>	<p>Institute certification is a valuable aid in this quest. It is the mark of excellence among management consultants.</p>

VI. THE MERCER GROUP, INC. GUARANTEES

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. The only caveat is that we may need to charge additional out-of-pocket expenses only for this additional work.
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 the out-of-pocket expenses only that it costs us 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.

VII. ACCEPTANCE

This proposal is accepted for the Town of Prescott Valley, Arizona, by:

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

* * * * *

AGREEMENT

This AGREEMENT, made as of this ___ day of _____, 2013, by and between THE MERCER GROUP, INC. and the TOWN OF PRESCOTT VALLEY, ARIZONA, a municipal corporation.

WITNESSETH:

WHEREAS, the Town of Prescott Valley, Arizona, (hereinafter referred to as the "Town") has made a request for proposals dated April 4, 2013, to hire an executive recruiter to conduct a search for a Chief of Police for the Town, and

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

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

WHEREAS, Mercer desires to assist the Town in conducting the Town's search for a Chief of Police.

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 Town hereby agree as follows:

1. Mercer agrees to provide services and support to the Town in the conduct of the Town's search for a Chief of Police. Mercer agrees to conduct the Town's project in accordance with scope of services outlined in its Proposal to the Town dated April 5, 2013, (attached hereto and made a part hereof). Said Proposal is hereby modified to change the total cost of the project from a total of \$21,500 to \$18,900.
2. Payments to Mercer are to be one-third at the beginning of the project, one-third upon submission of semi-finalist candidate materials, and one-third upon submission of the final report (Interview Guide with candidates' information).
3. Mercer agrees to defend, indemnify and hold harmless the Town, its officers, officials, employees, agents, successors, and assigns, for, from and against any and all claims, demands, suits, settlements, judgments, losses, costs, expenses, damages, and liabilities of every kind and description (including, without limitation, attorneys' fees, court costs and the cost of appellate proceedings) relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of Mercer, its officers, officials, employees, agents, and assigns, in the performance or non-performance of this Agreement. Mercer's duty to defend, hold harmless and indemnify the Town, its officers, officials, employees, agents, successors, and assigns, shall arise in connection with any claims, demands, suits, settlements, judgments, losses, costs, expenses, damages, or liabilities that are attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by the acts, errors, mistakes, omissions, work or services of Mercer its officers, officials, employees, agents, and assigns, or any other person for whose acts, errors, mistakes, omissions, work or services Mercer may be legally liable, in the performance or non-performance of this Agreement. Notwithstanding any other provision of this Agreement, this Section shall continue in full force and effect beyond any termination of the Agreement.

The amount and type of insurance coverage requirements set forth hereinafter shall not be construed as limiting the scope of the indemnity in this Section

4. Without limiting any liabilities or other obligations of Mercer hereunder, Mercer shall, prior to commencing work hereunder, secure and continuously carry with insurers authorized to do business in Arizona the following insurance coverages:

Commercial General Liability insurance in the minimum amount of \$2,000,000.00 per occurrence and a minimum general aggregate of \$2,000,000.00. Said coverage shall include Bodily Injury and Property Damage Liability to protect against and from all loss by reason of injury to persons or damage to property, including Mercer's own workers and all third persons, as well as the property of the Town and all third parties, based upon and arising out of the negligent performance of Mercer's operations hereunder (including the operations of Mercer's subcontractors of any tier); and

Business Automobile Liability insurance with a combined single limit in the minimum amount of \$1,000,000.00 for bodily injury and property damage with respect to Mercer's vehicles whether owned, hired, or non-owned, assigned to or used in the performance of the work.

The policies required herein shall include provisions or endorsements naming the Town as an additional-insured.

5. Except as otherwise required by law or this Agreement, Mercer, its officers, employees, subcontractors, agents, and assigns shall not divulge to third parties (without the prior consent of the Town) any information obtained by it in connection with the work performed under this Agreement.

6. Mercer shall perform the work hereunder as an independent contractor, and all persons or entities employed by or under contract with Mercer in connection herewith shall be employees of Mercer and are not employees of the Town in any respect (except insofar as Article 8, Chapter 3, Title 38 Arizona Revised Statutes may apply).

7. Any notice by either party to the other hereunder shall be considered duly served if delivered in person to the office of the authorized representative listed below, or if deposited in the U.S. mail, properly stamped with the required postage, and addressed to the authorized representative listed below. Either party may change its representative or the address thereof by giving the other party written notice. Unless changed, notices shall be sent to the following:

Town: Town Manager
 Town of Prescott Valley
 7501 E. Civic Circle
 Prescott Valley, AZ 86314

Mercer: President/CEO
 The Mercer Group Inc.
 1000 Cordova Place, #726
 Santa Fe, New Mexico 87505

8. This Agreement may be canceled without penalty pursuant to ARS §38-511 in the event of a conflict of interest as described therein by any person significantly involved in negotiating this Agreement on behalf of the Town.

9. The Town and Mercer both agree that this Agreement shall be governed by the laws of the State of Arizona.

10. The Town 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.

11. The Town 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 effect the terms of this Agreement.

12. The term of this Agreement shall be from the date first-above written through December 31, 2013 (unless sooner terminated as set forth herein). The parties shall have the right at either party's convenience to terminate this Agreement following ten (10) days written notice to the affected party. Should either party terminate this Agreement the Town shall only be obligated to pay Mercer for those services already provided.

TOWN OF PRESCOTT VALLEY, ARIZONA

BY: _____

ATTEST:

BY: _____

APPROVED AS TO FORM:

BY: _____

THE MERCER GROUP, INC.

BY: _____

ATTEST:

BY: _____

APPENDICES

APPENDIX A: PREVIOUS PUBLIC SAFETY SEARCHES

Examples of our executive search experience follow:

- * Executive search work performed by a current staff member while working for another firm.

1. PUBLIC SECTOR

Public Safety

*Anaheim, California - Chief of Police - 1999
Ann Arbor, Michigan - Fire Chief - 2002
*Barstow, California - Chief of Police - 1998
Belding, Michigan - Chief of Police - 1998
Boulder, Colorado - Communications Center Manager - 2004
Bowie, Maryland - Chief of Police - 2010
Bowie, Maryland - Chief of Police - 2006
Bozeman, Montana - Chief of Police - 2010
Bryan, Texas - Chief of Police - 2003
Camden, New Jersey - Director of Public Safety - 2001
*Carlsbad, California - Chief of Police - 2000
*Carlsbad, California - Fire Chief - 2001
Cedar Rapids, Iowa - Chief of Police - 2012
Champaign, Illinois - Fire Chief - 2004
Champaign, Illinois - METCAD Director - 2004
Charter Township of Meridian, Michigan - Chief of Police - 1998
Chesapeake, Virginia - Fire Chief - 1998
Dane County, Wisconsin - Director of Public Safety Communications - 2009
Danville, Kentucky - Police Chief - 2012
Davenport, Iowa - Chief of Police - 2000
Davenport, Iowa - Fire Chief - 2000
Daytona Beach, Florida - Fire Chief - 2006
Daytona Beach, Florida - Police Chief - 2006
Des Moines, Iowa - Fire Chief - 2009
Des Moines, Iowa - Chief of Police - 2007
Douglas County, Nebraska - Director of County Corrections Center - 2006
Douglas County, Nebraska - Director of County Corrections Center - 2005
Douglas County, Nebraska - Director of County Corrections Center - 2003
East Lansing, Michigan - Chief of Police - 1991
Edmond, Oklahoma - Chief of Police - 2003
Edmond, Oklahoma - Fire Chief - 2012
Eloy, Arizona - Chief of Police - 2000
*El Segundo, California - Fire Chief - 2001
Franklin, Tennessee - Chief of Police - 2010
Fredericksburg, Virginia - Chief of Police - 2004
Gladstone, Missouri - Director of Public Safety - 2008
Glendale, Arizona - Chief of Police (Limited Scope Search) - 2004
Goodyear, Arizona - Police Chief - 2011

Goodyear, Arizona - Deputy Fire Chief - 2007
Greeley, Colorado - Chief of Police - 2005
*Greenfield, California - Chief of Police - 1999
*Greenfield, California - Chief of Police - 1997
Greensboro, North Carolina - Chief of Police - 1998
Greensboro, North Carolina - Fire Chief - 1998
Gwinnett County, Georgia - Animal Welfare & Enforcement Manager - 2013
Hampton, Virginia - Fire Chief - 1986
Hanover Park, Illinois - Fire Chief - 2002
Hanover Park, Illinois - Fire Chief - 2000
Hanover Park, Illinois - Chief of Police - 1998
Hanover Park, Illinois - Chief of Police - 1996
*Hayward, California - Chief of Police - 1995
*Healdsburg, California - Chief of Police - 2001
Holly Springs, Georgia - Chief of Police (Limited Scope) - 2005
Huber Heights, Ohio - Fire Chief - 2001
Huber Heights, Ohio - Deputy Chief of Police - 2003
Jackson County, Missouri - Director of Corrections - 2007
Jackson, Michigan - Chief of Police - 1996
Jackson, Michigan - Fire Chief - 1996
Jacksonville, North Carolina - Chief of Police - 2004
Jacksonville, North Carolina - Chief of Police - 1996
Key West, Florida - Chief of Police - 1998
Laredo, Texas - Chief of Police - 2008
*Kirkland, Washington - Fire Chief - 1997
*Livermore, California - Chief of Police - 2002
*Livermore-Pleasanton Fire Department, California - Fire Chief - 2001
Longboat Key, Florida - Chief of Police - 1996
Manatee County, Florida - Director of Public Safety - 1987
*Manhattan Beach, California - Chief of Police - 1999
Melbourne, Florida - Fire Chief - 2004
Meridian, Michigan - Fire Chief - 1998
Meridian Township, Michigan - Police Chief (Assist) - 2004
Mission Hills, Kansas - Chief of Police - 2007
*Mountain View, California - Police Captain - 1999
Newport, Oregon - Police Chief - 2002
Newport News, Virginia - Chief of Police - 2004
Newport News, Virginia - Chief of Police - 1997
Newport News, Virginia - Chief of Police - 1983
Norfolk, Virginia - Chief of Police - 1993
Norfolk, Virginia - Director of Fire and Paramedical Services - 1996
Northglenn, Colorado - Chief of Police - 2001
North Huntingdon Township, Pennsylvania - Chief of Police - 2004
North Little Rock, Arkansas - Chief of Police - 1988
North Myrtle Beach, South Carolina - Public Safety Director - 2010
North Myrtle Beach, South Carolina - Public Safety Director - 2006
North Port, Florida - Fire Chief (Limited Scope Search) - 2002
*Oakland Park, Florida - Fire Chief - 2003

Oak Ridge, Tennessee - Chief of Police - 2011
Orange County, North Carolina - Emergency Services Director - 2007
Owosso, Michigan - Chief of Police - 2003
Papillion, Nebraska - Chief of Police - 2000
*Pasadena, California - Fire Chief - 1998
Pinellas County, Florida - Undersheriff for Administration - 1986
*Pleasanton, California - Chief of Police - 1999
*Pleasanton, California - Police Lieutenant - 2002
Portsmouth, Virginia - Chief of Police - 1997
Prairie Village, Kansas - Chief of Police - 2007
Raleigh, North Carolina - Chief of Police - 1971
Raleigh, North Carolina - Fire Chief - 1973
*Reno, Nevada - Chief of Police - 1997
*Reno, Nevada - Fire Chief - 1996
Rhode Island Airport Corporation - Airport Chief of Police - 2009
Rio Rancho, New Mexico - Fire Chief - 2011
Rio Rancho, New Mexico - Director of Public Safety (Limited Scope Search) - 2004
Rio Rancho, New Mexico - Director of Public Safety - 2001
Riverdale, Georgia - Chief of Police - 2000
Sacramento Metropolitan Fire District, Sacramento, California - Chief Deputy - 2009
San Fernando, California - Police Chief - 2011
*San Mateo, California - Chief of Police - 2000
*Santa Rosa, California - Chief of Police - 1996
Sarasota, Florida - Chief of Police - 1987
*Silicon Valley Animal Control Authority, California - General Manager - 2000
*Simi Valley, California - Chief of Police - 1995
Southlake, Texas - Police Chief - 2005
Spartanburg County, South Carolina - Communications Director - 1997
Suffolk, Virginia - Chief of Police - 2001
Takoma Park, Maryland - Chief of Police - 2012
Takoma Park, Maryland - Chief of Police - 2006
Taos, New Mexico - Chief of Police - 2012
Taos, New Mexico - Chief of Police - 2002
 Police Lieutenant - 2002
 Police Sergeant (2) - 2002
 Police Patrol Officers (2) - 2002
Tracy, California - Chief of Police - 2008
Tracy, California - Fire Chief - 2010
*Tracy, California - Chief of Police - 1997
Trumbull County, Ohio - 911 Director - 2005
West Des Moines, Iowa - Chief of Police - 2012
Western Tidewater Regional Jail Authority - Virginia - Superintendent - 2002
Wilmington, North Carolina - Chief of Police - 1997
Winchester, Virginia - Chief of Police (Limited Scope) - 2005
Yakima, Washington - Police Chief - 2011

APPENDIX B: REFERENCES

You may contact any of the following clients and placements for references on the executive search work of Mr. Mercer:

Mr. Mario Saldamando, Assistant to the City Manager
City of Goodyear; population: 65,275
190 N Litchfield Road
Goodyear, AZ 85338
623-932-3910
Mario.Saldamando@goodyearaz.gov
Police Chief Search

Mr. Mark Watson, City Manager
City of Oak Ridge; population: 27,387
200 W Tulane Avenue
Oak Ridge, TN 37830
865-425-3550
mwatson@corn.org
Police Chief Search

Ms Barbara Matthews, City Manager (current - Rockville, MD - population: 61,209)
Former City Manager in Takoma Park, MD; population: 18,000
111 Maryland Avenue
Rockville, MD 20850
240-314-8102
BMatthews@rockvillemd.gov
Police Chief Search

Mr. David Deutsch, City Manager
City of Bowie; population: 56,000
15901 Excalibur Rd
Bowie, MD 20716
301-809-3030
ddeutsch@cityofbowie.org
Police Chief Search

Mayor Ronald Shaffer
City of Prairie Village; population: 21,447
7700 Mission Road
Prairie Village, KS 66208
913-381-6464
mayor@pvkansas.com
Police Chief 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-myrtle-beach.sc.us

City Manager Search

APPENDIX C: QUESTIONS AND ANSWERS ABOUT EXECUTIVE SEARCH

1. Why should a public sector organization utilize an executive recruiter?

We have the experience, time and a vast array of national contacts in public agencies. This will save your organization time and money in filling key positions with candidates of exceptional quality.

The trend is that more and more public agencies, both large and small, are turning to executive search firms to recruit key executives and managers who may be happy and successful elsewhere. This trend has developed because of the complexity and time consuming nature of locating and selecting high quality persons for public sector organizations and by the tremendous success of specialty firms such as ours in meeting client needs quickly and efficiently.

2. How is an executive search conducted?

Our methods have been successfully tested over a number of years. We normally meet with the key clients and appointed officials who engage us in order to determine the selection criteria for the position. These criteria usually include education and professional development, related experience, management style and abilities, and personal characteristics. We then seek out exceptionally well-qualified individuals and invite them to become candidates. We screen candidates against the selection criteria and thoroughly evaluate the background of the most promising candidates. We submit to you a detailed report on the top five or so candidates who best meet the criteria.

We arrange interviews of the candidates with you, attend the interviews ourselves, negotiate with selected finalists if you wish, and notify remaining applicants of your decision. Throughout the process, we acknowledge all applicants and keep you informed of progress. We will also conduct a goal and objective-setting session with you and the key executive to fully establish him/her within the organization. Where possible, we maintain confidentiality of all information in accordance with our professional standards.

3. When can results be expected?

A national search process normally takes 60 days from agreement to submission of the final report. Interviews can be conducted immediately after the report is submitted and negotiations with the selected candidate can be concluded shortly thereafter. More limited searches can usually be completed more quickly.

4. What are the chances of success?

We have an outstanding success rate on all of our executive search assignments and will be pleased to offer numerous references as tributes to our work.

5. **What will the electorate think?**

They are concerned with excellent quality and timeliness of service and with cost efficiency. Our process assures you that these constituent objectives are being met most effectively.

6. **What is the role of the client?**

The client is the key decision-maker. We will not usurp the client's authority relative to the process and the key decisions. We work closely with our client to assure that final results are highly acceptable.

7. **What does it cost?**

We charge a fixed professional service fee that does not depend upon salary paid. Our consulting expenses are in addition to the professional service fee. Our fees vary according to local circumstances.

8. **What other services are provided?**

If, for some reasons, the selected candidate leaves within the first two years, we guarantee that we will conduct a replacement search for expenses only. In addition, we guarantee that we will not attempt to recruit any of the client's key people for other positions for a period of two years from the completion of the search.

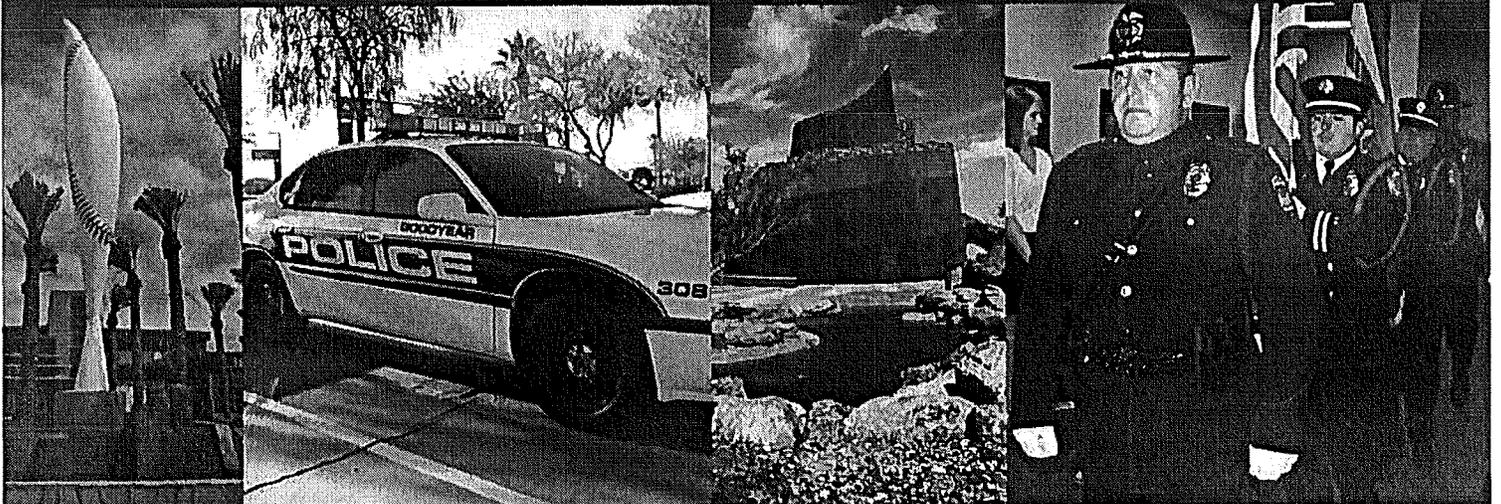
9. **What about EEO requirements?**

The Mercer Group, Inc. is an equal opportunity recruiter. We will not discriminate against any person on the basis of race, religion, creed, color, sex, handicap, or national origin. We have had numerous women and minority candidates and placements.

THE CITY OF
**GOODYEAR,
ARIZONA**

*invites your
interest in the
position of*

CHIEF OF POLICE



THE CITY OF GOODYEAR — AN EXCEPTIONAL OPPORTUNITY

THE COMMUNITY

Scenic mountain views, desert vistas, wide open spaces, golf courses, lakes and parks have already attracted 67,000 residents who are among the most affluent and best educated in the state.

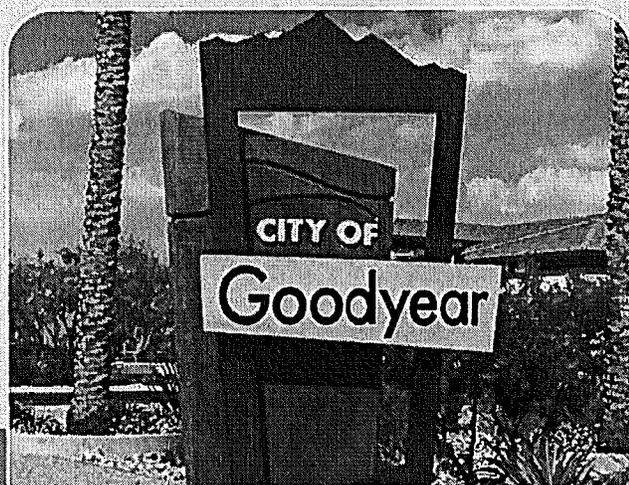
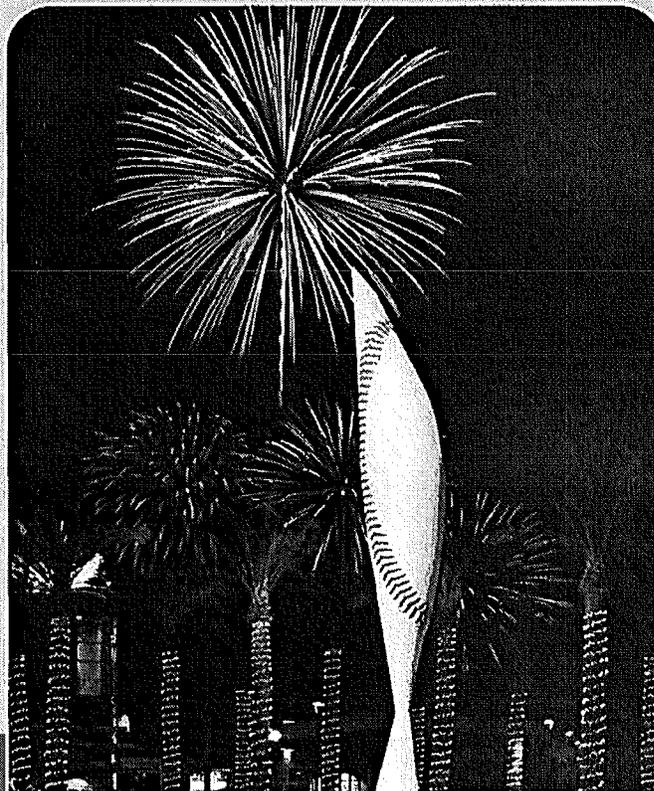
Located in the southwest portion of the West Valley of Phoenix, Goodyear has been the recipient of much of the Valley's recent growth spurt. Between 2000 and 2006, Goodyear was the fourth fastest growing suburban city under 100,000 in the nation according to Forbes Magazine. At build out in 2050, Goodyear's population is predicted to be well above 600,000. As the national economy recovers, Goodyear and the Southwest Valley will once again be areas of exceptional growth.

With spectacular master-planned communities hosting country clubs, lakes and golf courses; excellent schools and hospitals; a wide variety of dining and shopping opportunities; and trail systems fostering an active outdoor lifestyle, Goodyear has been planned from the beginning with "unsurpassed quality" in mind.

Being a young city, Goodyear is a friendly community where newcomers feel at home right away. Goodyear's 2010 Citizen Survey indicates that 90% of its households think Goodyear is an "excellent/good place to live" and 98% find it safe during the day and 90% at night. The survey also shows that its heads of household are highly educated - 85% are college educated. Income levels, like education levels, are also high - \$80,817 average income and \$25,279 per capita income, according to Sites USA, 2009.

The Valley's next major regional shopping mall will be built in Goodyear near the city's planned 4,000-acre employment corridor which is anchored by the Phoenix Goodyear Airport. Plans are already complete for Goodyear's City Center - a civic, cultural, entertainment, office and residential complex Goodyear and its development partners will be building on 300 acres.

Goodyear, Arizona is a city with a rich, rewarding quality of life and tremendous community spirit, exemplified by its winning the distinguished "All-America City" and "Most Livable City" awards. A mere 20 minutes west of downtown Phoenix, Goodyear offers all of the advantages of a small community, with the nearby cultural and entertainment resources of the big city.



CITY GOVERNMENT

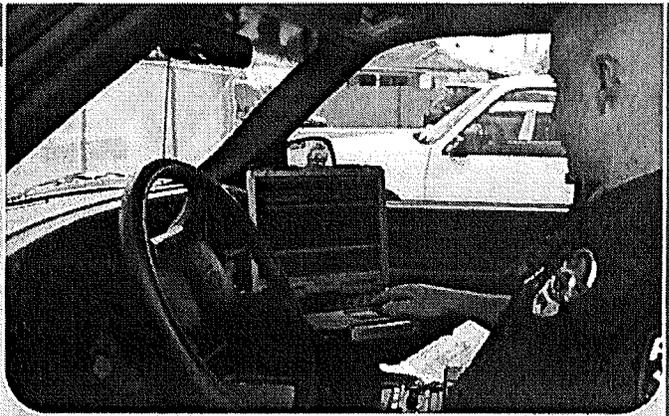
Goodyear operates under a Council-Manager form of government. The City Charter provides for six council members and a mayor – all elected at large on a non-partisan ballot. The Mayor and Council serve four-year terms. The Mayor has a two-term limit and Council a three-term limit. Council members serve staggered terms to ensure continuity.

As the local legislative body, the Council adopts ordinances and policies that direct the City government. They also appoint the City Manager, City Attorney and Municipal Judge. All other employees are under the auspices of the City Manager who is responsible for the overall operation and supervision of the government functions within the policy directives of the City Council. The Chief of Police position is an exempt, at will employee, who reports to the City Manager.

The City of Goodyear staff of 505 full-time employees (reduced from 580 prior to the economic downturn) provides the following functions: police, fire, street maintenance, bulk sanitation, water and sewer, economic development, planning and zoning, engineering, rights-of-way and parks maintenance, communications, neighborhood services, parks and recreation, code compliance and all administrative services. The Goodyear Ballpark, constructed in 2009, is also operated by the City. The Ballpark is a 10,311 seat stadium which serves as the spring training home to the Cleveland Indians and the Cincinnati Reds.

Goodyear has a FY 2012 total annual budget appropriation of \$213 million and an Operating Budget total of \$73 million. In addition, the 5-year Capital Improvement Program totals \$42 million in capital projects over the next 5 years.

The City has a positive and supportive culture based on teamwork and a commitment to excellence in public service.



THE POSITION

The City of Goodyear is seeking an innovative and effective manager and collaborative leader to serve as Police Chief. The Police Chief is responsible for managing and leading 94 sworn officers and 34 non-sworn staff with a FY 2012 annual operating budget of \$13.7 million serving a community of 67,000 residents who live in an area covering 191 square miles.

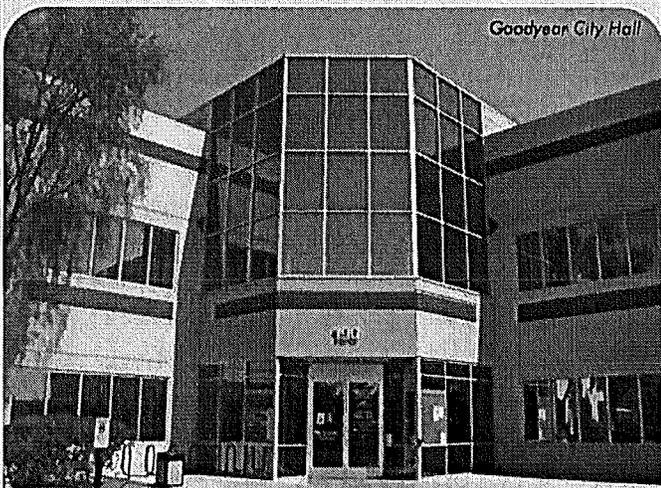
The Police Chief plans, directs and empowers law enforcement personnel to develop and implement programs that ensure the safety of community residents, employees, visitors and their property. The Police Chief works in cooperation with local, state and national law enforcement agencies and leaders to prevent, investigate and prosecute crime. The Police Chief collaborates with the City's management team, elected officials, residents, businesses, neighborhoods, schools, human service agencies and various community groups to respond to community needs and concerns, resolve complex issues and problems, and secure their input and support in carrying out the mission and goals of the department.

THE IDEAL CANDIDATE

The City is seeking a Police Chief who communicates in an open, approachable, and collaborative manner with other department directors and managers, line level employees, employee bargaining groups, and community members. It is vital for the candidate to communicate transparently and frequently with both internal and external sources to make sure all parties are properly informed about Department operations, decisions, issues, and successes.

The ideal candidate will show strong organizational skills, specifically in the implementation and development of operational policies and procedures. The City is seeking a Chief who will effectively review, update, and enforce Departmental policies and procedures so that management is fair and consistent. The successful candidate will have significant municipal police service experience. The candidate must be able to review and evaluate current management systems and practices of the Department and make recommendations for change, if merited.

The candidate must be able to lead, empower, delegate appropriately, and be comfortable with a highly visible presence in the community and Department. The desired candidate is someone who seeks out positive community relations by participating in community functions, serving on community boards, coordinating law enforcement activities with other police agencies, and conferring with citizens and City officials on law enforcement issues.



Ensuring the Department exceeds professional standards of conduct and performance is paramount. The ideal candidate will be involved with ensuring essential management training programs in the areas of professional ethics, conduct and leadership; developing future leaders within the Department. Consulting with staff members concerning various critical issues; planning and implementing Department goals; and selecting, evaluating and motivating personnel are imperative to the candidate's success.

The ideal candidate for Chief of Police of the City of Goodyear will possess a minimum of a Bachelor's degree from an accredited college or university with a related Master's degree preferred. Also required is a minimum of nine (9) years supervisory experience as a sworn peace officer, which must include executive management experience, preferably in a high growth environment; at least four (4) years is desirable at the command level.

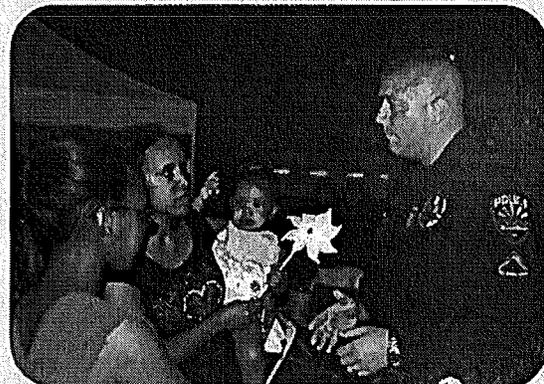
Other Requirements of the Ideal Candidate Include:

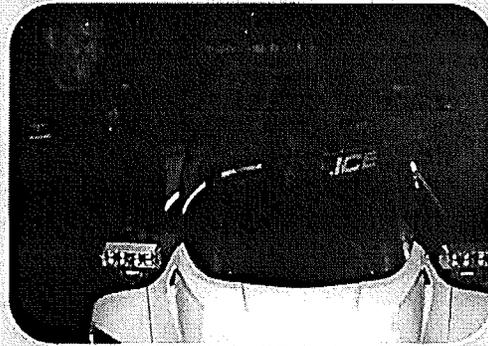
- Candidates must be AZ Post eligible and receive certification within 60 days of hire. For more information please visit the AZPOST Police Officer Certification website (www.azpost.gov);
- Completion of FBI National Academy, Law Enforcement Command Institute of the Southwest, Southern Police Institute or Northwestern University School of Police Staff and Command program.
- Ability to successfully manage and monitor work performance of a Police Department including evaluating program/work objectives and effectiveness, establishing broad organizational goals and realigning work and staffing assignments for the Department;
- Ability to give final approval to the Police Department budget to City Management and to monitor progress toward fiscal objectives and make needed adjustments to plans as necessary to reach them;
- Ability to meet or exceed all aspects of the Goodyear Police Department hiring process, which may include a written examination, physical fitness test, medical and psychological evaluations and complete background investigation.
- Ability to perform duty assignments within broad parameters defined by general organizational requirements and accepted practices; ability to independently decide how objectives are achieved and what resources are needed; knowledge that end results determine the effectiveness of job performance;



- Ability to apply advanced technical skills and knowledge in approaches and systems that affect the design and implementation of major programs, solutions for highly complex issues and/or processes organization-wide; recognition that independent judgment and decision-making abilities are necessary to apply technical skills effectively;
- Excellent verbal communications, interpersonal relations, human relations and listening skills and the ability to keep the City Manager regularly informed on key issues;
- Community-oriented and ability to build strong community relationships, able to build a sense of responsibility, accountability and transparency for officers in the Department, and someone who has a vision for the Department.
- This position requires the use of City vehicles. Individuals must be physically capable of operating the vehicles safely, possess a valid driver's license and have an acceptable driving record.
- Ability to work effectively with collective bargaining groups.
- Peace officer experience within the jurisdiction of the Ninth Circuit Court of Appeals is preferred.

The next Chief of Police of Goodyear should be objective, have good business sense, be able to take on a challenge, be willing to lead change efforts for change when needed, understand our customers, and have a sense of humor. The successful candidate should have proven organizational and facilitation skills, be able to prioritize, be a consensus builder, be reliable, be decisive and responsible, instill confidence, open to ideas, an excellent team player who effectively leads and manages the Police Department. Honesty, integrity and ethics must be unquestionable.





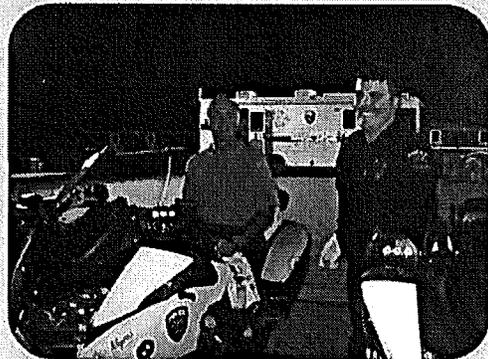
COMPENSATION

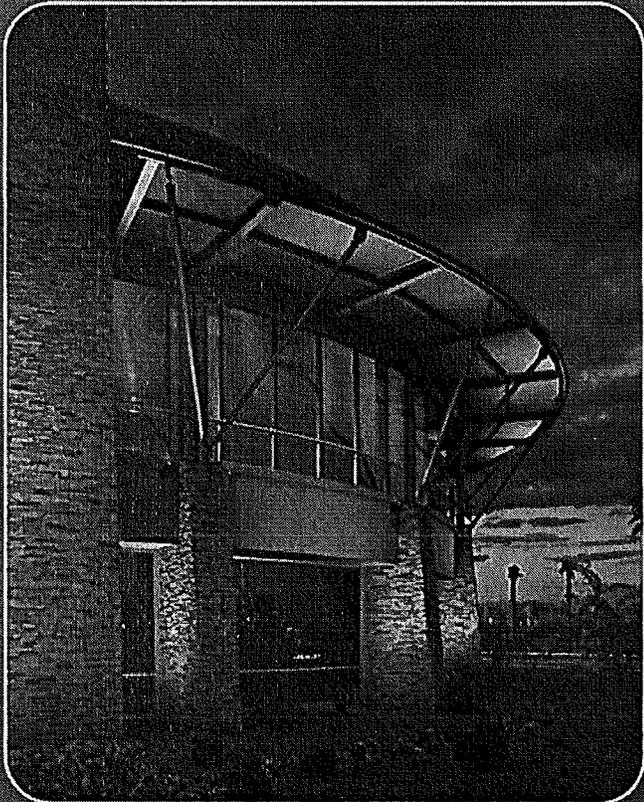
Hiring Salary Range: \$110,015.36 - \$134,042.90 (mid-point). Appointment can be made above the minimum depending upon qualifications.

The City of Goodyear provides excellent benefits to all of our employees, which include:

- Accrued Vacation Leave: 12 days per year for first 2 years
- Sick Leave: 12 days per year
- Holidays: 11 paid holidays per year including one floating day
- Health Insurance: City-paid medical insurance for employees; more flexible coverage and dependent coverage available at a group rate
- Dental Insurance: City-paid HMO dental coverage for employees and dependents; more flexible coverage for dependents available at a group rate
- Vision Insurance: Available at a group rate
- Life Insurance: City-paid insurance valued at twice the annual salary (\$200,000 maximum). Additional life insurance for self and/or dependent is available at employee's cost
- Short Term Disability: City-paid coverage for employees
- Flexible Spending Accounts: Health Care and Dependent Care accounts available
- Retirement: Public Safety Personnel Retirement System: Employee contributions and City contributions with retirement benefits after 20 years of service
- 457 Deferred Compensation Plans: ICMA and Nationwide available
- Employee Assistance Program: Up to five sessions available at no cost to the employee

For more information about our benefits, visit our website at: www.goodyearaz.gov. Click on the JOBS button at bottom of homepage; click on City of Goodyear Government Jobs; click on Employee Benefits in the left menu.





HOW TO APPLY

For additional information on this exceptional opportunity, please contact James L. Mercer, President, The Mercer Group, Inc. at 505-660-7725; jmercer@mercergroupinc.com.

Position open until filled. First review of cover letters and resumes to occur on **September 27, 2011**.

Confidential cover letters and resumes should be sent to:

James L. Mercer, President/CEO
The Mercer Group, Inc.
551 West Cordova Road, #726
Santa Fe, NM 87505

Voice: 505-466-9500

Fax: 505-466-1274

E-Mail: jmercer@mercergroupinc.com

Website: www.mercergroupinc.com



The Mercer Group, Inc.

Consultants To Management

The City of Goodyear is an Equal Opportunity Employer. The City of Goodyear does not discriminate on the basis of race, color, religion, creed, sex, age, marital status, national origin, political ideas or disability in employment or the provision of services.