

AGREEMENT TO PROVIDE EXECUTIVE RECRUITING CONSULTING SERVICES

THIS AGREEMENT (“Agreement”) is made this ____ day of _____, 2020, by and between the City of Cocoa, headquartered at 65 Stone Street, Cocoa, FL 32922, hereinafter referred to as “CITY”, and the Mercer Group, Inc., whose principal place of business is located in Atlanta, Georgia 30338, and locally located at 3245 Daytona Beach Shores, Florida 32118, hereinafter referred to as “SERVICE PROVIDER”.

RECITALS:

- a. CITY is a municipal corporation existing under the State of Florida, and in the conduct of its business, desires to obtain certain consulting services relating to its benefits program.
- b. SERVICE PROVIDER is an active corporation, existing under the State of Georgia, and licensed to provide services within the State of Florida, and experienced in providing executive recruiting consultant services and agrees to perform these services for the CITY under the terms and conditions set forth in this Agreement.

In consideration of the mutual premises set forth in this Agreement, it is agreed by and between CITY and SERVICE PROVIDER as follows:

SECTION ONE NATURE OF WORK

SERVICE PROVIDER will perform consulting and advisory services on behalf of the CITY with respect to providing management consulting services related to executive recruiting of qualified candidates to serve as the CITY’s next City Manager, as more particularly described in the “SCOPE OF SERVICES” as set forth in **EXHIBIT “A,”** attached hereto and incorporated herein by this reference. Unless otherwise provided herein, SERVICE PROVIDER shall furnish all materials, tools, equipment, and manpower to complete the work required by this Agreement. The SERVICE PROVIDER warrants that it holds all necessary licenses required to conduct the work required by this Agreement, and agrees to maintain said licenses in good standing during the term of this Agreement. The SERVICE PROVIDER shall immediately notify the CITY in the event of a loss, suspension or termination of any license required to perform the services set forth in this Agreement.

SECTION TWO PLACE OF WORK

SERVICE PROVIDER agrees, on request, to come to the CITY's offices in Cocoa, Florida, or such other places as reasonably designated by the CITY, to meet with representatives of the CITY, as necessary.

SECTION THREE TIME DEVOTED TO WORK

In the performance of services, the services and hours SERVICE PROVIDER is to work on any given day, will be entirely within SERVICE PROVIDER'S control and professional judgment, and CITY will rely upon SERVICE PROVIDER to exercise sound professional judgment, and to devote such time, as is reasonably necessary, to fulfill the intent and purpose of this Agreement, which is to source and provide on a cost effective basis, the benefit programs required by the CITY in accordance with the Scope of Services per **EXHIBIT "A"**. All work furnished by the SERVICE PROVIDER hereunder shall conform to the highest quality professional standards of care and practice in effect at the time the work was performed. SERVICE PROVIDER shall devote its best efforts to carrying out the engagement. The results obtained, SERVICE PROVIDER's recommendations and any written material provided by the SERVICE PROVIDER will represent its best judgment based on the information available to the SERVICE PROVIDER after reasonable inquiry. The SERVICE PROVIDER, to the degree possible, shall preserve the confidential nature of any information received from the CITY or developed during the work in accordance with the highest professional standards. SERVICE PROVIDER shall comply with all applicable laws, rules and regulations of federal, state and local government entities.

SECTION FOUR PAYMENT

SERVICE PROVIDER will be compensated through a maximum guaranteed rate of **Seventeen Thousand Seven Hundred Fifty and NO/100 DOLLARS (\$17,750.00)** including expenses. The maximum rate is itemized as follows:

SERVICES	FEE
Position Analysis	2,750
Outreach Campaign	2,750
Resume Review	2,875
Candidate Screening	2,875
Background Investigation	3,750
Interview Process	2,250
Negotiation and Follow-up	500
TOTAL FEE	\$17,750

Payment invoices shall be submitted by SERVICE PROVIDER on an installment basis where one-third of the total amount will be invoiced at the start of the executive search, one-third upon delivery of the semi-finalist application materials, and one-third upon CITY's selection of the successful candidate from the list of semi-finalists. Payment shall be due and payable as provided by the Florida Local Government Prompt Payment Act s. 218.70 et. seq., Florida Statutes. The undertaking by SERVICE PROVIDER to perform professional services defined within this Agreement extends only to those services specifically described herein. If upon the request of the CITY, SERVICE PROVIDER agrees to perform additional services hereunder, the CITY shall pay SERVICE PROVIDER for the performance of such additional consultant services an additional amount (in addition to all other amounts payable under this Agreement) based on an hourly rate of \$150.00 per hour. The additional services shall be memorialized in a mutually agreed upon addendum to this Agreement, executed by the parties to this Agreement addressing the additional services. The City shall not be responsible for the payment of any additional services provided by SERVICE PROVIDER unless the description of said services has been set forth in the aforementioned addendum and approved by the City Council or City Manager in accordance with the City's purchasing policies and procedures.

SECTION FIVE TERM

Because this is a task-based agreement for a defined service, the term shall commence upon the parties' execution of the Agreement. ("Commencement Date"), and shall continue until such time the services required by this Agreement have been completed to the City's satisfaction, or this Agreement is terminated by City.

SECTION SIX STATUS OF SERVICE PROVIDER

This Agreement calls for the performance of the services of SERVICE PROVIDER as an independent contractor, and SERVICE PROVIDER, an active Georgia corporation, will not be considered an employee of the CITY for any purpose.

SECTION SEVEN INDEMNIFICATION

SERVICE PROVIDER shall protect, defend, indemnify, and hold harmless, the CITY, its employees, agents, elected or appointed officials, and representatives from any and all claims, losses, suits, costs, expenses, fines, penalties, deficiencies, damages, obligations, and liabilities, including all attorney's fees and court costs through all appeals, for which CITY, its employees, agents, elected or appointed officials, and representatives can or may be held liable as a result of injury to persons (including death) or damage to property occurring by reason of any negligent

acts or omissions or willful misconduct of SERVICE PROVIDER, its employees, or agents arising out of or connected with this Agreement, or any inaccurate representation made by the SERVICE PROVIDER, its employees, or agents, or any errors and omissions of the SERVICE PROVIDER, its employees, or agents, or any breach of this Agreement by SERVICE PROVIDER, its employees, or agents. SERVICE PROVIDER shall not be required to indemnify CITY or its agents, employees, or representatives when an occurrence results solely from the wrongful acts or omissions of CITY, or its agents, elected or appointed officials, employees, or representatives.

SERVICE PROVIDER shall protect, defend, indemnify, and hold harmless, the CITY, its employees, agents, elected or appointed officials, and representatives from any and all claims and liabilities, whether rightful or otherwise, that the work furnished by the SERVICE PROVIDER hereunder, or any part thereof, constitutes an infringement of any patent or copyright of the United States. SERVICE PROVIDER shall pay all damages and costs awarded against the CITY.

This indemnification paragraph shall survive the termination of this Agreement until such time as all pending claims between the parties have been settled, or if no such pending claims, until such time as all applicable statute of limitation time periods have expired with respect to the work performed by SERVICE PROVIDER pursuant to this Agreement.

SECTION EIGHT TERMINATION

Notwithstanding Section Five, the CITY may terminate this Agreement for any reason, with or without cause and without penalty, by giving SERVICE PROVIDER advance written notice of the CITY's intent to terminate the Agreement. If terminated by the CITY before services have been completed by the SERVICE PROVIDER, the CITY will pay SERVICE PROVIDER for services rendered up to the date of termination.

SECTION NINE MISCELLANEOUS

1. As an independent contractor, SERVICE PROVIDER shall pay all expenses in connection with its consulting business and SERVICE PROVIDER will not incur any indebtedness or make any binding commitments on behalf of CITY with this AGREEMENT.
2. Should either party bring an action to enforce any of the terms of this Agreement, each party shall bear its own costs and expenses of such action including, but not limited to, reasonable attorney's fees, whether at settlement, trial or on appeal..

3. This Agreement shall constitute the entire Agreement between the parties relative to the transaction contemplated herein and neither this Agreement nor any term or provision hereof may be waived, except by an instrument in writing executed by the CITY and SERVICE PROVIDER.
4. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Florida, and the venue for any action brought or arising out of this Agreement shall be Brevard County, Florida for state court actions and Orlando, Florida for federal court actions.
5. Should any term or provision of this Agreement be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Agreement, to the extent that the Agreement shall remain operable, enforceable and in full force and effect to the extent permitted by law.
6. This Agreement may be amended, extended, or renewed only with the written approval of the parties.
7. This Agreement states the entire understanding and agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the parties with respect to the subject matter of this Agreement. The SERVICE PROVIDER recognizes that any representations, statements or negotiations made by CITY staff do not suffice to legally bind the CITY in a contractual relationship unless they have been reduced to writing and signed by an authorized CITY representative. This Agreement shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.
8. CITY and SERVICE PROVIDER each represent that they have both shared equally in drafting this Agreement and no party shall be favored or disfavored regarding the interpretation of this Agreement in the event of a dispute between the parties.
9. The CITY intends to avail itself of the benefits of Section 768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of the CITY's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the CITY's potential liability under state or federal law. SERVICE PROVIDER agrees that CITY shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, CITY shall not be liable for any claim or judgment, or portion thereof, to any one person for over two hundred thousand dollars (\$200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars (\$300,000.00). Nothing in this

Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Agreement.

10. Pursuant to Section 119.0701, Florida Statutes and other applicable public records laws, SERVICE PROVIDER agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of SERVICE PROVIDER related, directly or indirectly, to the services provided to the City under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the City, may be deemed to be a public record, whether in the possession or control of the City or the SERVICE PROVIDER. Said records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission of SERVICE PROVIDER are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City's designated custodian of public records. All books, cards, registers, receipts, documents, and other papers in connection with this Agreement shall at any and all reasonable times during the normal working hours of the SERVICE PROVIDER be open and freely exhibited to the CITY for the purpose of examination and/or audit. Notwithstanding, the parties agree to maintain the confidentiality of any records or documents, from third party disclosure, that is deemed confidential and/or exempt from public records disclosure pursuant to federal or state law including, but not limited to, under the Health Insurance Portability and Accountability Act of 1996 and related HIPAA Privacy Rules.

IF THE SERVICE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SERVICE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE CITY CLERK, AT (321) 433-8484, cshealy@coco afl.org, 65 Stone Street, Cocoa, Florida 32922.

SERVICE PROVIDER is required to and agrees to comply with public records laws. SERVICE PROVIDER shall keep and maintain all public records required by the City to perform the services as agreed to herein. SERVICE PROVIDER shall provide the City, upon request from the City Clerk, copies of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. SERVICE PROVIDER shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term. Upon completion of the Agreement, SERVICE

PROVIDER shall transfer to the City, at no cost, all public records in possession of the SERVICE PROVIDER, provided the transfer is requested in writing by the City Clerk. Upon such transfer, SERVICE PROVIDER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. However, if the City Clerk does not request that the public records be transferred, the SERVICE PROVIDER shall continue to keep and maintain the public records upon completion of the Agreement and shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City. Should the City not possess public records relating to this Agreement which are requested to be inspected or copied by the City or any other person, the City shall immediately notify SERVICE PROVIDER of the request and the SERVICE PROVIDER shall then provide such records to the City or allow the records to be inspected or copied within a reasonable time. If the SERVICE PROVIDER does not comply with a public records request, the City may enforce this Section to the extent permitted by law. SERVICE PROVIDER acknowledges that if the SERVICE PROVIDER does not provide the public records to the City within a reasonable time, the SERVICE PROVIDER may be subject to penalties under Section 119.10, Florida Statutes. The SERVICE PROVIDER acknowledges that if a civil action is filed against the SERVICE PROVIDER to compel production of public records relating to this Agreement, the court may assess and award against SERVICE PROVIDER the reasonable costs of enforcement, including reasonable attorney fees. All public records in connection with this Agreement shall, at any and all reasonable times during the normal business hours of the SERVICE PROVIDER, be open and freely exhibited to the City for the purpose of examination, audit, or otherwise. Failure by SERVICE PROVIDER to grant such public access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the City upon delivery of a written notice of cancellation. If the SERVICE PROVIDER fails to comply with this Section, and the City must enforce this Section, or the City suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to SERVICE PROVIDER's failure to comply with this Section, the City shall collect from SERVICE PROVIDER prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against SERVICE PROVIDER. And, if applicable, the City shall also be entitled to reimbursement of all attorneys' fees and damages which the City had to pay a third party because of the SERVICE PROVIDER's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement

11. The SERVICE PROVIDER shall maintain in effect, during the life of this Agreement, a minimum of \$1,000,000.00 professional, general, and auto liability insurance policies (combined single limit for each occurrence), as well as, adequate Workers' Compensation Insurance and Employers' Liability Insurance in at least such amounts as are required by law for all of its employees performing Work for the City pursuant to this Agreement. Current,

valid insurance policies meeting the requirements herein identified shall be maintained with the CITY during the term of this Agreement. Renewal certificates shall be sent to the CITY prior to any expiration date. There shall also be a thirty (30) day advance written notification to the CITY in the event of cancellation or modification of any stipulated insurance coverage.

12. The SERVICE PROVIDER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the SERVICE PROVIDER, to solicit or secure this Agreement, and that it has not paid or agreed to pay any CITY employee or official, person, company, corporation, individual, or firm, other than a bona fide employee working solely for the SERVICE PROVIDER, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.
13. SERVICE PROVIDER (hereinafter also referred to as “We” in this Section) acknowledges and agrees that it has offered, and the CITY has accepted, the following service guarantees which are deemed a material part of this Agreement:

- A. Client Organization: The CITY is defined as the entire entity, including all departments, divisions, sections and groups. This assures that all our guarantees apply to the entire client organization.

- B. 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.

- C. 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.

- D. Continue the Search: If, for any reason, the CITY 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.

- E. Replacement of Successful Candidate: If the candidate we place with the CITY leaves the client organization for any reason during the 12-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 SERVICE PROVIDER to make the new placement.

- F. 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.

- G. 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.

H. 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.

I. Resume Floating: We will not float resumes to organizations in the hopes that we can collect a fee if that individual is hired.

J. 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.

14. SERVICE PROVIDERS primary contact information is as follows:

The Mercer Group, Inc.
Dona Higginbotham
Senior Vice President
3245 S. Atlantic Ave., Suite 607
Daytona Beach Shores, Florida 32118
954-559-8865
dhiggin@att.net
www.mercergroupinc.com
www.mercergroupincflorida.com

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this Agreement on the date first written above.

CITY OF COCOA, FLORIDA

ATTEST:

BY: _____
JAKE WILLIAMS, JR.
MAYOR

BY: _____
CARIE SHEALY

Date: _____

(CITY SEAL)

THE MERCER GROUP, INC.

BY: _____

ITS: _____

Date: _____

EXHIBIT “A”

SCOPE OF SERVICES AND SCHEDULE

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 Cocoa 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:

- Develop the ideal profile for the City Manager position after consultation with the Mayor and City Council and designated staff.
- Develop and implement a marketing strategy, advertising campaign and outreach to best-fit candidates.
- Conduct preliminary interviews and candidate screening.
- Provide written materials, including background reports, and facilitate candidate selection and offer.

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

- Conduct needs assessment for the new City Manager.
- Develop a comprehensive position profile.
- Encourage top level people to apply who would otherwise be reluctant to respond to an advertisement.
- Save a considerable amount of the City’s time in establishing the position profile and reviewing applicants.
- Comply with appropriate personnel regulations and state laws (i.e., EEO, Affirmative Action and ADA).
- Independently and objectively assess the qualifications and suitability of candidates for the position.
- Respond to all candidate inquiries and produce all correspondence during the search.
- Mail an information packet supplied by the City to all qualified applicants.
- Recommend a pool of finalist candidates to the Mayor and Council.
- Coordinate a community “Meet and Greet” function for the finalist candidates.
- Coordinate finalist candidate interviews with the Mayor and Council.
- Preserve the confidentiality of inquiries to the degree possible under Florida law.
- Assist the Mayor and Council in reaching a final decision.
- Assist in negotiating a compensation package with the successful candidate on behalf of the City.
- Keep the Mayor and Council 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 the City of Cocoa. Our approach and style are interactive; we form a partnership with our client to conduct a project from which the City of Cocoa 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** - Define work relationships, job qualifications and requirements for the position - the "Position Profile".
2. **Recruitment Process** - Recruit State-wide, regionally, and nationally for the position and network to locate qualified candidates.
3. **Resume Review** - Identify qualified candidates.
4. **Candidate Screening** - Thoroughly screen prospective candidates.
5. **Background Investigation** - Thoroughly evaluate prospective candidates.
6. **Interview Process** - Make recommendations and assist in selection.
7. **Negotiation and Follow-up** - Facilitate employment and follow-up to ensure complete integrity of the process.

1. Position Analysis

We will have extensive consultations with Cocoa's Mayor and Council and/or key staff as well as other individuals or groups (as the Mayor and Council 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 the Mayor and Council's 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 Mayor and Council (and others as desired) in order to determine the level of experience and training needed. As noted earlier, The Mercer Group Florida's vast experience make them 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 Mayor and Council in order to arrive at a general agreement regarding the specifications for the position. The final position profile will include information about the City of Cocoa, the Mayor and Council, 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 fields 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 City of Cocoa Mayor and Council, 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 Mrs. 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, the prospective candidates who most closely match the criteria established by the City of Cocoa will be selected and presented to the Mayor and Council. The output of this step in the process will be a matrix display of the top candidates showing how each rate against the selection criteria established by the Mayor and Council. This matrix will be reviewed with the City of Cocoa Mayor and Council and guidance obtained prior to proceeding. One contingency here is that the Mayor and Council 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.

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 Mayor and Council 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 the City of Cocoa Mayor and Council 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 Mayor and Council. The Mayor and Council 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. We will explain which, if any, of the applicants specifically meet the total criteria established by the Mayor and Council or whether the final group simply represents the best available talent.

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

7. Negotiation and Follow-up

We will also assist in the negotiation process relative to salary, benefits and other conditions of

employment which we understand will be memorialized in a written employment agreement prepared by the City Attorney and approved by the City Council. 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 Mayor and Council 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 Mayor and Council and that any public statement should come directly from the Mayor and Council. 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 Mayor and Council, 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 always keep the City closely informed and involved in decisions concerning the search process. We will prepare and send periodic 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 Cocoa will be needed, as follows:

- Arranging interviews with the City of Cocoa Mayor and Council, staff and others as desired. Phone calls, face to face, etc
- 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 adjustment by the City of Cocoa)

**CITY OF COCOA, FLORIDA
CITY MANAGER SEARCH**

PROJECTED TIMELINE	DELIVERABLE
One week following execution of agreement	Kickoff conference with the Mayor and Council via phone or in person
Week One	Consultation with the Mayor and Council, Others (as desired) to: *Develop Characteristics & Attributes of a Successful Candidate. *Develop Compensation Package and Job Description
Week Three	Approve Recruitment Materials
Week Three - Search Officially Opens	Access Data Base for Targeted Recruitment of Qualified Individuals Ads Placed
Weeks Three through Seven	Send Recruitment Materials Invitation Letter
Weeks Three through Seven	Outreach Telephone Calls
As received	Acknowledge Receipt of Application Materials
Week Seven	Closing Date for Receipt of Applications
Ongoing through Week Seven	Screen Applications Against Selection Criteria Consultant Interviews of Top Candidates
Week Eight	Confer with the Mayor and Council to Review Top Candidates and assist in the selection of Finalists.
Weeks Nine & Ten	Conduct Reference and Background Checks
Week Ten	Send Interview Guide to the Mayor and Council of Selected Finalists
Week Eleven/Twelve	Community Meet & Greet (as desired) Conduct Interviews of Selected Finalists
Week Eleven/Twelve	Make Selection

Week Eleven/Twelve	Negotiate Agreement
At close of search process	Notify Candidates Not Selected

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

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