



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		9/27/2010		
Department:		Purchasing		
Department Head		Mike Ryan		
Agenda Coordinator (include phone #): <b>Sharron Mason X7247</b>				
<b>CAPTION</b>				
To approve a contract by and between the City of Plano and Affion Public, in the amount of \$22,000.00 for Executive Search Services to conduct a nationwide, executive search for the City's next City Manager and authorizing the City Manager to execute all necessary documents. (RFP no. 2010-238-B)				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>2009-10, 2010-11</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>
		<b>TOTALS</b>		
Budget	0	0	0	<b>0</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	-22,000	0	<b>-22,000</b>
BALANCE	0	-22,000	0	<b>-22,000</b>
<b>FUND(s):    GENERAL FUND</b>				
<p><b>COMMENTS:</b> The expense for this item will be absorbed into the FY 2009-10 Non-Departmental Budget for contracted professional services.</p> <p><b>STRATEGIC PLAN GOAL:</b> Professional services required to search for a new City Manger relate to the City's Goal of "Financially Strong City with Service Excellence".</p>				
<b>SUMMARY OF ITEM</b>				
<p>The Human Resources staff recommends the purchase of Executive Search Services to conduct a nationwide, executive search for the City's next City Manager from Affion Public, in the estimated amount of \$22,000.00.</p> <p>Professional Services are exempt from state competitive bidding requirements.</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Memorandum				
Contract				

# Memorandum

**To:** Mayor and City Council  
**From:** LaShon Ross, Deputy City Manager  
**Date:** September 20, 2010  
**Re:** Selection of Search Firm for City Manager Search

The City forwarded nine (9) Requests for Proposals (RFP) to vendors to invite their participation to be considered to conduct a nationwide, executive search for the City's next City Manager. We received proposals from the following vendors: *Affion Public, Andre David & Associates, Colin Baenziger & Associates, The Mercer Group, Ralph Anderson & Associates, Voorhees Associates, LLC, and The Waters Consultant Group, Inc.* A panel of five (5) employees from the City's Executive Team reviewed all proposals and conducted telephone interviews with the top three (3) vendors, to deliver the following evaluation:

<u>VENDOR</u>	<u>TOTAL WEIGHTED SCORE</u>
• Affion Public	3.80
• Colin Baenziger & Associates	3.64
• The Waters Consultant Group, Inc.	3.58
• The Mercer Group, Inc.	3.46
• Ralph Anderson & Associates	3.42
• Voorhees Associates, LLC	3.38
• Andre David & Associates, Inc.	3.07

The evaluation committee recommends award of RFP# 2010-238-B to Affion Public (who also submitted the lowest price) to conduct the City Manager Executive Search. The cost for completing this search is projected to be \$22,000. Additional costs will be incurred as a result of the candidate interview process.

**PROFESSIONAL SERVICES AGREEMENT  
BY AND BETWEEN THE CITY OF PLANO, TEXAS AND  
AFFION PUBLIC, A LIMITED LIABILITY CORPORATION  
FOR RECRUITMENT SERVICES FOR CITY MANAGER**

**THIS AGREEMENT** is made and entered by and between the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, hereinafter referred to as "City", and Affion Public, a limited liability corporation, 20 North Second Street, Suite 200, Harrisburg, Pennsylvania hereinafter referred to as "Professional" to be effective as provided herein.

**WITNESSETH:**

**WHEREAS**, the City desires to engage the services of Professional to conduct a search for a city manager and provide related services to the City to enable it to hire a city manager, and

**WHEREAS**, Professional desires to render such services for the City upon the terms and conditions provided herein.

**NOW, THEREFORE**, for and in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

**I. ENGAGEMENT**

The City hereby agrees to retain Professional to perform services in connection with the search of suitable candidates for the position of city manager and Professional represents it has the experience, skill, and resources to fully and adequately recruit and screen suitable candidates in accordance with the expectations provided by the City and Professional's recommended practices and agrees to perform such services in accordance with the terms and conditions of this Agreement.

**II. SCOPE OF SERVICES/SCHEDULE OF WORK**

Professional shall perform services following the criteria and processes set forth in this Agreement and in Exhibit "A", including the proposed time schedule set forth in that Exhibit. The schedule may be revised upon mutual agreement of the parties. Professional agrees that time is of the essence and it is to devote its full attention and resources to completing the services as outlined in Exhibit "A."

Professional shall comply with all applicable laws, standards and rules for soliciting, screening, conducting background checks, and other processes related to this recruitment process. Professional agrees to use best practices in its industry in fulfilling its duties under this Agreement including performing adequate screening of recommended candidates for employment.

### **III. COMPENSATION/EXPENSES**

Compensation: Total compensation for Professional's services shall be in an amount not to exceed the sum of **EIGHTEEN THOUSAND AND NO/100 DOLLARS (\$18,000.00)**. City shall pay Professional in accordance with the payment schedule shown on Exhibit "A."

Expenses: Professional's expenses including but not limited to brochure development, printing, job posting, fees for background checks, community meetings, video conferences and travel shall be billed at cost with no surcharge. Expenses for Professional shall not exceed **FOUR THOUSAND DOLLARS (\$4000.00)**, which shall include travel.

Candidate expenses for travel, meals, hotel stay shall be billed directly to the City at cost.

Air travel is limited to coach fare for both candidates and Professional. Plano hotels will be used for candidates and Professional. Car rentals shall be limited to a mid size vehicle.

### **IV. TERM OF AGREEMENT**

Professional recognizes that this Agreement shall commence upon the effective date herein and continue in full force and effect until termination in accordance with its provisions. Professional and City herein recognize that the continuation of any contract after the close of any given fiscal year of the City of Plano, which fiscal year ends on September 30th of each year, shall be subject to Plano City Council approval. In the event that the Plano City Council does not approve the appropriation of funds for this Agreement, the Agreement shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder.

### **V. INSURANCE**

Professional agrees to meet all insurance requirements, and to require all consultants who perform work for Professional to meet all insurance requirements, as set forth in Exhibit "B", which is attached hereto and thereby made a part of this Agreement.

### **VI. INDEMNIFICATION**

**THE PROFESSIONAL AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY**

PROFESSIONAL'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE PROFESSIONAL, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE PROFESSIONAL IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

PROFESSIONAL AT ITS OWN EXPENSE IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF PROFESSIONAL'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF PROFESSIONAL'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. PROFESSIONAL SHALL RETAIN DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF PROFESSIONAL FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND PROFESSIONAL SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.

## **VII. INDEPENDENT CONTRACTOR**

Professional covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of City; that it shall have exclusive control of and exclusive right to control the details of the services performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondeat superior shall not apply as between City and Professional its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Professional.

## **VIII. ASSIGNMENT AND SUBLETTING**

Professional agrees that this Agreement and the services to be performed hereunder will not be assigned or sublet without the prior written consent of the City. Professional further agrees that the assignment or subletting of any portion or feature of the work required in the performance of this Agreement shall not relieve the Professional from its full obligations to the City as provided by this Agreement.

## **IX. AUDITS AND RECORDS**

1. Except as provided in 2, below, Professional agrees that at any time during normal business hours and as often as City may deem necessary, Professional shall make available to representatives of the City for examination all of its records with respect to all matters covered by this Agreement, and will permit such representatives of the City to audit, examine, copy and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, and other data relating to all matters covered by this Agreement, all for a period of three (3) years following the completion of this Agreement, or for such other or longer period, if any, as may be required by applicable statute or other lawful requirement.
2. City shall have no access or right of access to candidate information except as follows:
  - a. Professional shall provide a recommended list of candidates for City consideration and information related to those recommended candidates shall be provided to the City.
  - b. In the event that the City does not select any of the candidates recommended by the Professional or the selected candidate does not accept an offer of employment, then City shall have access to all other candidate information for this position obtained by Professional for their services under this Agreement.

## **X. PROHIBITED INTEREST**

Professional agrees that it is aware of the prohibited interest requirements of the City Charter and Code of Conduct and will abide by the same. Further, a lawful representative of Professional shall execute the affidavit shown in Exhibit "C." Professional understands and agrees that the existence of a prohibited interest during the term of this Agreement will render the Agreement voidable.

## **XI. CONTRACT TERMINATION**

The parties agree that City shall have the right to terminate this Agreement with or without cause upon ten (10) days written notice to Professional. In the event of such termination, Professional shall cease all work and deliver to City all finished or unfinished documents, data, studies, surveys, reports, videos, photographs or other items prepared by Professional in connection with this Agreement. Professional shall be entitled to compensation for any and all work performed in accordance with the provisions of this Agreement prior to notice of termination.

## **XII. GUARANTEE**

In the event that the person selected by the City to serve as manager, resigns, becomes incapacitated or dies, or is terminated with cause and any of those events occur within one (1) year from the date the city manager is appointed by the City, Professional agrees that it will perform the same services as set out this Agreement at no charge if the City notifies the Professional in writing within 45 days of the date of any of those events. City agrees that it will pay expenses related to the second selection and recruitment process.

## **XIII. CONFIDENTIAL**

In conducting business and in anticipation of conducting business with Professional it may be necessary for the City to share confidential and/or proprietary information or matter with Professional. Professional agrees not to disclose to any third party any such trade secrets and/or confidential or proprietary information except as necessary to fulfill its obligations under this Agreement. Professional will be responsible for its employees or agents complying with the provisions of this Agreement.

## **XIV. COMPLETE AGREEMENT/PRIORITY OF DOCUMENTS**

This Agreement, including the Exhibits "A" through "C", constitutes the entire agreement by and between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous written or oral understandings. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.

These documents make up the Agreement documents and what is called for by one shall be as binding as if called for by all. In the event of an inconsistency or conflict in any of the provisions of this Agreement and accompanying Exhibits, the inconsistency or conflict shall be resolved by giving precedence first to this written Agreement then to the Agreement Exhibits. These documents shall be referred to collectively as "Agreement Documents."

## **XV. MAILING OF NOTICES**

Unless instructed otherwise in writing, Professional agrees that all notices or communications to City permitted or required under this Agreement shall be addressed to City at the following address:

City of Plano, Texas  
Attn: City Manager  
P.O. Box 860358  
Plano, TX 75086-0358

City agrees that all notices or communications to Professional permitted or required under this Agreement shall be addressed to Professional at the following address:

Affion Public  
Attn: Scott Reilly  
20 North Second Street, Suite 200  
Harrisburg, PA 17101

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or communication is posted by the sending party.

## **XVI. MISCELLANEOUS**

### **A. Paragraph Headings:**

The paragraph headings contained herein are for convenience only and are not intended to define or limit the scope of any provision in this Agreement.

### **B. Agreement Interpretation:**

This is a negotiated Agreement, should any part be in dispute, the parties agree that the terms of the Agreement shall not be construed more favorably for either party.

### **C. Venue/Governing Law:**

The parties agree that the laws of the State of Texas shall govern this Agreement, and that it is performable in Collin County Texas. Exclusive venue shall lie in Collin County, Texas.

D. Successors and Assigns:

City and Professional and their partners, successors, subcontractors, legal representatives, and administrators are hereby bound to the terms and conditions of this Agreement.

E. Severability:

In the event a term, condition, or provision of this Agreement is determined to be void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision, shall be deleted and the remainder of the Agreement shall remain in full force and effect.

F. Authority to Sign:

By their signature below, the parties represent that they are authorized to execute this Agreement and bind their respective entities to the same.

G. Effective Date:

This Agreement shall be effective from and after execution by both parties hereto.

**SIGNED** on the date indicated below.

**AFFION PUBLIC**  
a Limited Liability Corporation

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(NAME)  
(TITLE)

**CITY OF PLANO, TEXAS**

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
Thomas H. Muehlenbeck  
CITY MANAGER

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Diane C. Wetherbee, City Attorney



**EXHIBIT "A"**  
**SCOPE OF SERVICES/PAYMENT SCHEDULE**

**EXHIBIT "A"**



Affion Public, LLC  
20 North Second Street, Suite 200  
Harrisburg, Pennsylvania 17101

888.321.4922 *affion* www.affionpublic.com  
717.214.1208 *aff*



09/07/2010

Diane Palmer-Boeck  
City of Plano  
Purchasing Department  
1520 Avenue K, Suite 370  
Plano, TX 75074

Dear Diane:

Thank you for the opportunity to submit our offer of executive search services for the City of Plano's next City Manager!

Allow me to introduce Affion Public to you. Affion Public is an executive search firm that specializes in identifying and placing exceptional executive level candidates within the Public Sector. We have built a successful practice on placing Public Sector Executives and have a reputation for developing excellent working relationships with the clients we serve. Our partnership approach and high quality of work fosters the level of comfort our clients value and deserve.

Affion Public has been involved with Executive searches across the country and understands how important it is to work with the City Council, Mayor and the local community in defining exactly what is needed in order to search for your next City Manager. Samplings of our City Manager placements are:

- City of Austin
- City of Broken Arrow
- City of Corpus Christi
- City of Huntsville
- City of Irving
- City of Lynwood
- City of McKinney
- City of North Richland Hills
- City of San Antonio
- City of San Marcos
- City of Springfield

In addition, we have been particularly successful in conducting Executive Searches for various positions in Texas having worked with the following cities: Austin, Corpus Christi, Dallas, El Paso, Ft Worth, Huntsville, Irving, McKinney, North Richland Hills, Round Rock, State of Texas, San Antonio and San Marcos.

We at Affion Public differentiate ourselves from our competition by seeking out passive, as well as, active candidates that will best meet the needs of our clients. By conducting searches in this manner we are able to provide a tailored pool of candidates rather than recycling the same candidates search after search. Our commitment to diversity and success at attracting minority candidates has also helped to set us apart from other firms.

On behalf of Affion Public, we will be thrilled to be your firm of choice! Please feel free to contact me directly at 888.321.4922 or via email at [reilly@affionpublic.com](mailto:reilly@affionpublic.com). I look forward to speaking with you in the near future.

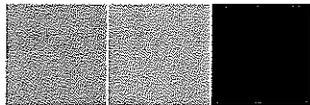
Best Regards,

Scott Reilly  
CEO, Affion Public



**City of Plano  
Executive Search Services  
Request for Proposals  
City Manager  
09/07/2010**

**Affion Public  
20 North Second Street  
Suite 200  
Harrisburg, PA 17101**



**Table of Contents**

Table of Contents..... 1

Detailed Work History.....2

    City Manager Recruitment History:.....2

    Executive Search History: .....3

    Reference List.....6

History of Affion Public.....7

    Why Affion? .....7

Staff Resumes: ..... 8

Work Plan Outline:.....10

    Timeline:.....10

    Objectives and Approach..... 11

Proposed Fee Outline ..... 17

    Full Executive Search: ..... 17

**Affion Disclaimer**

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## **Detailed Work History**

### **City Manager Recruitment History:**

- **City of Austin, TX (2008)**  
*Position filled by Mark Ott*
- **City of Broken Arrow, OK (2009)**  
*Position filled by Dave Wooden*
- **City of Corpus Christi, TX (2008)**  
*Filled Position filled by Angel R. Escobar*
- **City of Huntsville, TX (2008)**  
*Position filled by William Baine*
- **City of Irving, TX (2006)**  
*Position filled by Tommy Gonzalez*
- **City of McKinney, TX (2008)**  
*Position filled by Frank Ragan*
- **City of Morgantown, WV (current)**
- **City of North Richland Hills, TX (2009)**  
*Position filled Mark Hindman*
- **City of Round Rock, TX (current)**
- **City of San Antonio, TX (2006)**  
*Position filled by Sheryl Sculley*
- **City of San Marcos, TX (2008)**  
*Position filled by Rick Menchaca*
- **City of Savannah, GA (current)**
- **City of Springfield, MO (2008)**  
*Position filled by Greg Burris*

## **Executive Search History:**

### **Cities:**

#### **City of Ann Arbor, MI**

Parks and Recreation Services Manager (2008)

Parks and Recreation Services Deputy Manager (2008)

#### **City of Austin, TX**

City Manager (2008)

Fire Chief (2008)

Chief Information Officer (2008)

Director of Solid Waste Services (2009)

Chief Sustainability Officer (2010)

*This city is located in Central Texas and is the capital of Texas as well as the county seat of Travis County. Austin's population has doubled every 20 years and currently sits at just over 757,500.*

#### **City of Bellevue, WA**

Director of Planning and Community Development (2010)

#### **City of Broken Arrow, OK**

City Manager (2009)

Fire Chief (current)

#### **City of Burbank, CA**

Director of Finance (2009)

Director of Parks and Recreation (2007)

*This city of 108,000 residents is located in Los Angeles County.*

#### **City of Chandler, AZ**

Chief Information Officer (2007)

Director of Economic Development (2008)

Director of Planning and Development (currently on hold due to budget)

*This city of 240,600 residents is located in Maricopa County and is part of the Phoenix Metro Area.*

#### **City of College Station, TX**

Assistant Director of Planning & Development (2008)

*This city of 86,000 residents is located in Central Texas and is the home of Texas A&M University.*

#### **City of Corpus Christi, TX**

City Manager (2008)

*This city of 285,000 residents is located in South Texas along the Gulf Coast.*

#### **City of Eugene, OR**

Executive Director of Planning and Development (2010)

#### **City of Irving, TX**

City Manager (2006)

Assistant City Manager (2008)

Internal Auditor (2008)

Director of Human Resources (2007)

Assistant Director of Human Resources (2007)

City Attorney (2007)

Fire Chief (2006)

City Secretary (2010)

*This city of 202,000 residents is located centrally in Texas and is a central city in the Dallas- Ft. Worth Metroplex. It is also home to the DFW International Airport.*

**City of Lynwood, CA**

Assistant City Manager (2007)  
Director of Human Resources (2007)  
Assistant Director of Public Works (2007)  
Deputy Director of Development (2007)  
*This city of 70,000 residents is located in Los Angeles County.*

**City of McKinney, TX**

City Manager (2008)  
Assistant City Manager (2009)  
*This city of 121,000 residents is located in the Dallas-Ft. Worth Metroplex and is one of the fastest growing cities in the country.*

**City of Morgantown, WV**

City Manager (2010 – current)

**City of North Richland Hills, TX**

City Manager (2009)  
*This city of roughly 60,000 residents is also located in the Dallas-Ft. Worth Metroplex.*

**City of Round Rock, TX**

City Manager (current)

**City of San Antonio, TX**

City Manager (2006)  
Assistant City Manager (2006)  
*This city of 1.6 million residents is the 7<sup>th</sup> largest city in the United States.*

**City of San José, CA**

Deputy Director of Administration (2006)  
Deputy Director of Integrated Waste Management (2006)  
*This city of roughly 1 million residents is located at the southern end of the San Francisco Bay Area.*

**City of San Marcos, TX**

City Manager (2008)  
*This city of 50,000 residents is located in Central Texas between San Antonio and Austin.*

**City of Savannah, GA**

City Manager (current)

**City of Scottsdale, AZ**

Police Technology Director (2009)

**City of Springfield, MO**

City Manager (2008)  
*This city of 156,000 residents is the 3<sup>rd</sup> largest city in Missouri.*

**City of Tacoma, WA**

Assistant City Manager (2006)  
Director of Finance (2007)  
Director of Information Technology (2008)  
Assistant Director of Finance (2009)  
*This city of just under 200,000 residents is the 3<sup>rd</sup> largest city in Washington.*

**City of Tamarac, FL**

Fire Chief (2009)  
*This community of 60,000 residents is located in Broward County located on the Atlantic Coast in Southern Florida.*

**Counties:**

**County of Los Angeles**

Information Systems Manager (2007)

CIO-Los Angeles World Airport (2007)

*This county is the largest county in the US with a population of 9.8 million and 88 incorporated cities.*

**City and County of Philadelphia**

Chief Information Officer (2000)

CIO-Philadelphia Free Library (2001)

CIO- Philadelphia Police Department (2006)

*Philadelphia is known as both the city and the county with a population of 1.4 million.*

**Washtenaw County, MI**

Community Development Director (2007)

*This is a county located southwest of Detroit and its largest city is Ann Arbor. The population of this county is over 322,000 residents.*

**States:**

**Commonwealth of Pennsylvania-Office of Administration**

Chief Information Officer (2008)

Chief Technology Officer (2008)

Deputy Chief Information Officer (2008)

**Commonwealth of Pennsylvania-Department of Health**

Deputy Secretary of Quality Assurance

Deputy Secretary of Health Promotion

Bureau Chief of Drug and Alcohol

*The Commonwealth engaged our services in November of 2007 to identify the next CIO. Out of that search process the Commonwealth hired three individuals. In March of 2008, our services were once again retained to assist with the Department of Health.*

**State of Texas**

Executive Director, Department of Information Resources

Chief Information Officer, Employees Retirement System

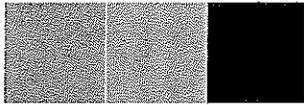
**Other:**

**Housing Authority of the City of El Paso, TX**

Chief Operating Officer (2010)

**Roanoke Redevelopment and Housing Authority**

Executive Director (2006)



## **Reference List**

### **City of Irving**

**Mayor Herbert A. Gears**  
City of Irving  
825 W. Irving Boulevard  
Irving, TX 75060  
972.721.2493  
[hgears@cityofirving.org](mailto:hgears@cityofirving.org)

*Affion placed Tommy Gonzalez as the City Manager in 2006. Since that time, Affion has completed six executive searches for the City. Mayor Gears has served as mayor for the entire period Affion has been engaged by the city.*

### **City of Austin**

**Edna Piña Santos**  
Human Resources Consultant  
301 W. 2<sup>nd</sup> Street, 3<sup>rd</sup> Floor  
Austin, TX 78701  
512-974-3221  
[Edna.Santos@ci.austin.tx.us](mailto:Edna.Santos@ci.austin.tx.us)

*Affion has completed five searches with the City of Austin. We placed the City Manager, CIO, Fire Chief, the Director of Solid Waste Services and we recently completed a search for their Chief Sustainability Officer. Edna Santos has worked closely with us throughout our last two searches.*

### **City of McKinney**

**Tadd Phillips**  
Director of Human Resources  
PO Box 517  
McKinney, TX 75070  
972-547-7568  
[tphillips@mckinneytexas.org](mailto:tphillips@mckinneytexas.org)

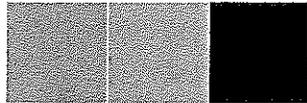
*Affion has conducted two searches with the City of McKinney. We conducted the City Manager Search during the winter of 2008 and we completed a search for the Assistant City Manager in February of 2009. Tadd Phillips has served as point of contact for our most recent recruitment.*

### **City of North Richland Hills**

**Mayor Oscar Trevino**  
City of North Richland Hills  
7301 N.E. Loop 820  
North Richland Hills, TX 76180  
817-427-6060  
[nrhoscar@sbcglobal.net](mailto:nrhoscar@sbcglobal.net)

**Patrick Hillis**  
Director of Human Resources  
7301 N.E. Loop 820  
North Richland Hills, TX 76180  
817-427-6100  
[phillis@nrhtx.com](mailto:phillis@nrhtx.com)

*Affion was engaged in a City Manager Search with the City of North Richland Hills in 2009. Patrick Hillis worked closely with us throughout the search in North Richland's HR department.*



## **History of Affion Public**

Affion Public is the result of a merger of Arcus Public, a nationally recognized executive search firm and Affinity Technology Consultants, an experienced technology advisory and consulting services company.

We are deeply rooted in the public sector, providing technology consulting and human resources consulting and strategies for state and local government, education and non-profit organizations since 2000.

Affion Public brings extensive experience and expertise to every assignment by providing comprehensive human resource and technology consulting strategies. Whether it's finding the perfect candidate for a key position, providing classification and compensation or assembling a seasoned team of technology operations people to tackle a tough problem, Affion Public has the solution.



Our Executive Search Division specializes in identifying the nation's best and brightest executives, and delivering those individuals to our Public Sector Clients. Our Partners are typically state, county, city, and government organizations as well as non-profits. Recognized as a leader in public sector executive searches, Affion has attained "preferred" vendor status or an exclusive relationship with the majority of its client partners.

Affion's corporate headquarters is located in the heart of downtown Harrisburg, PA. Our address is:  
20 North 2<sup>nd</sup> Street, Suite 200,  
Harrisburg, PA 17101  
888-321-4922  
[www.affionpublic.com](http://www.affionpublic.com)

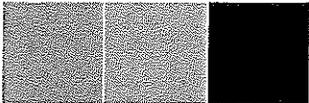
## **Why Affion?**

We are different. As a company, our strengths lie in our people, our passion, and our commitment. Affion employs an extremely talented group of professionals that bring a diverse set of skills and an average of over 10 years of experience in government and private sector venues. Extraordinary, trusted client partnerships have separated us from others in the industry. Embracing a small business approach has enabled the entrepreneurial spirit of Affion, while also ensuring a personalized approach and customized solution for our partners.

It is our unique understanding of the complexities of the public sector that gives us an edge. We know what to challenge potential candidates on, and we know how to discern and qualify the very specific set of skills an executive needs in order to succeed within the public realm. Our particular expertise lies in our ability to reach out to and ultimately attract the best and the brightest into the public executive domain. Short and long term, Affion is looking for valued, long lasting partnerships, where we can have a real and positive effect for our client.

Our Public Sector Team provides a full range of customized executive recruiting and management consulting services. Particular areas of expertise lie within strategy, human resources, process and solutions. We have served in an advisory capacity to state, city, and municipal governments across the country.

Historically, our specialized executive recruitment services have been client driven. By building strong client partnerships, and practicing due diligence, we gain an invaluable understanding of the mission, motivation and culture of our client. This has allowed us to successfully recruit across all departmental disciplines and ultimately to provide top executives to an array of governmental agencies and authorities (e.g. Information Systems, Public Safety, Engineering, Health and Human Services, Water Utilities, Economic Development, Assistant City managers, City Managers, etc.).



**Staff Resumes:**



**Scott Reilly**  
***CEO, Affion Public***

Scott will be responsible for Quality Assurance during the length of your project. During the engagement, he will be responsible for ensuring the success of the process.

Scott, previously the Vice President of Arcus Public, has more than 20 years experience in Sales, Executive Recruiting and Technology. His depth of knowledge and experience placing top executives and technology professionals enables him to lead the talented group of professionals at Affion Public. Throughout his tenure in the public sector, he has been responsible for leading the engagement process and successfully placing more than 100 professionals in key roles. He's worked in the trenches performing the searches, as well as in leadership roles guiding his team and building relationships with clients while at the helm. He truly understands and appreciates the intricacies of the market, and as CEO for Affion Public, he is responsible for the strategic direction and approach of each of the firm's key service areas.

Scott has been a speaker/presenter on various topics nationally working with leading government officials; to help identify opportunities for technology research and share best practices as well as executive search forums. He was named a founding Honorary Alumni to the Harrisburg University of Science and Technology first graduating class. He currently serves as the vice-chairman of the Derry Township Municipal Authority and has been an active member on the Hershey Country Club Board of Governors. Scott was also recognized by the Central Penn Business Journal as one of the region's Top 40 Under 40.

Scott has been directly involved with all Executive level searches through Arcus Public and Affion Public since 2003.

**Gina Sprowls**  
***Recruiting Manager***

Gina will be dedicated to your project. During the engagement, she will provide the direction and coordination for the recruitment efforts to ensure that the profile of the ideal candidate is adhered to so that the best candidate is hired for the job.

Gina will be responsible for identifying, profiling, and the initial screening of candidates. She will assist in coordinating interviews, soliciting feedback, and conducting professional reference checks. Additionally, her role will include qualifying potential candidates, conducting interviews of candidates and may be involved in the presentation of the final candidates to the stakeholders for consideration.

Gina brings over ten years of diverse experience in recruitment, sales and management. She offers a strong background in Human Resources with an emphasis on executive level recruitment and training. Her recruitment career has crossed over several industries / fields including the Public Sector, Technology, Finance, Healthcare, Sales and Education. She has worked on multiple executive level searches for clients across the nation and is known for building and maintaining excellent relationships with her candidates.

Gina holds a degree in Human Resources, and is currently working towards a degree in Business Administration through Capella University. Throughout her career, she has focused her professional development towards recruitment and training. In recruiting, she has learned to appreciate the relationships she forms with her candidates, the structured interview process and the attention to detail that is required to be a successful recruiter. In training, Gina has helped write and create competency-based job descriptions, employee handbooks and training manuals. She has taught training classes ranging from traditional classroom style to assisting in E-Learning programs with an emphasis on professional and leadership development.

Gina has been directly involved with all Executive level searches through Arcus Public and Affion Public since January, 2008.

**Lisa Pursel**  
***Executive Recruiter***

Lisa will be dedicated to your project. During the engagement, Lisa will be responsible for identifying, profiling, and the initial screening of all candidates. She will assist in coordinating interviews, soliciting feedback, and conducting professional reference checks. Additionally, her role will include qualifying potential candidates, conducting interviews of candidates and may be involved in the presentation of the final candidates to the stakeholders for consideration.

With more than ten years of diverse experience within the industry, Lisa offers a strong background in Human Resources and Executive Recruiting. She holds her Professional Human Resources designation and offers a valuable perspective to the recruiting process.

Lisa's professional human resources experience includes consulting with executives and recommending solutions on issues regarding Employee Relations, Performance Management, Compensation and Classification, Benefits, Selection and Training. She has worked on organizational change efforts and has participated in the strategic planning process. Lisa has mediated and recommended action in sensitive employee relations issues such as discrimination and harassment cases to ensure compliance with policies and laws. She has a strong proficiency in recruiting practices such as sourcing in multiple labor markets, facilitating data integration's, salary negotiations, and vendor management.

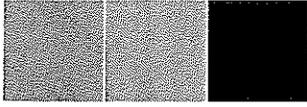
She has built trusted, long-lasting, invaluable relationships with the clients she has worked with and her goal is to identify the best candidate for the search assignments for our clients. She has a BA in Communications from the College of Charleston.

Lisa has been directly involved with all Executive level searches through Arcus Public and Affion Public since 2007.

**Work Plan Outline:**

**Timeline:**

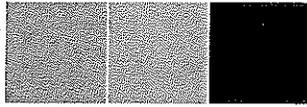
Timeframe	Activity
Day 1 – October 11, 2010	<ul style="list-style-type: none"> <li>Affion to negotiate and finalize contract</li> </ul>
Day 10	<ul style="list-style-type: none"> <li>Facilitate a meeting to discuss timelines, recruitment process and plan for completing the Position and Candidate Profiles</li> <li>Affion to meet with identified stakeholders to begin the due diligence process</li> <li>Conduct Public Forums if needed</li> <li>Simultaneous industry research taking place</li> </ul>
Day 15	<ul style="list-style-type: none"> <li>Affion presents draft of Profile</li> </ul>
Day 20	<ul style="list-style-type: none"> <li>Finalize Profile</li> </ul>
Day 20	<ul style="list-style-type: none"> <li>Search Firm conducts recruitment to include:               <ul style="list-style-type: none"> <li>Journals, personal contacts, Websites, etc.</li> <li>Place advertisements</li> <li>Review resumes</li> </ul> </li> </ul>
Conducted on a weekly basis	<ul style="list-style-type: none"> <li>Progress Report—check for quality and diversity of applicants. Determine need to target any specific group or area.</li> </ul>
Day 45	<ul style="list-style-type: none"> <li>Review and qualify all potential candidates</li> </ul>
Day 65	<ul style="list-style-type: none"> <li>Affion concludes the recruitment campaign</li> </ul>
Day 70	<ul style="list-style-type: none"> <li>Review and finalize candidate selection to be presented</li> </ul>
	<ul style="list-style-type: none"> <li>Affion conducts reference checks of finalists to include:</li> <li>References for finalists are contacted and background checks completed</li> <li>Google &amp; Lexis Nexis search conducted on finalists</li> </ul>
Day 75	<ul style="list-style-type: none"> <li>Presentation of 6-8 candidates to the Selection Panel</li> <li>Affion will facilitate a review of the final candidates</li> </ul>
	<ul style="list-style-type: none"> <li>Conduct first round of candidate interviews with the Search Committee and key stakeholders</li> </ul>
	<ul style="list-style-type: none"> <li>Finalize decision on the candidate of choice and negotiate employment agreement with the candidate</li> </ul>
Day 90	<ul style="list-style-type: none"> <li>Successful Candidate accepts offer of employment with a start date by 02/01/2011</li> </ul>



## Objectives and Approach

1. **Establishing the Timeline** – we will work closely with you to determine your ideal start date for your executive and then work to make sure that we agree on all target dates and activities.
2. **Input from Key Decision Makers** – we will meet with all parties who will be impacted by this executive to seek input, which will also help us understand the company, the people and the working environment. This can include setting up Public Forums to engage the community in assisting in the process.
3. **Developing the Candidate Profile** – through extensive interviews we will gain a complete understanding of the mission and goals of the company and begin to create the profile of the executive you are seeking.
4. **Candidate Pool and Search Techniques** – we will use our own extensive internal database, our personal and professional connections, competitor intelligence, targeted recruiting, industry specific sourcing and other recruiting tools to begin to identify the perfect candidate.
5. **Screening Process** – we will conduct interviews to qualify each candidate, whether it is an internal candidate or an external one, prior to presentation to you, and will conduct an extensive background check on each potential candidate.
6. **Selecting Candidates for Client Review** – we will present the key decision makers with a portfolio of candidates for consideration and will discuss each candidate's skills and qualifications in detail.
7. **Choosing the Finalists and the Interview** – once the client has reviewed the candidates and has selected the finalists, interviews with the key decision makers or the Selection Committee will begin.
8. **Hiring** – all candidates will have been pre-qualified on the salary range, benefits and we will assist in all final employment matters.





## **Developing the Candidate Profile**

Affion's approach to executive searches is a very personal and systematic one. Our success is dependent on the access and information granted to us by the client organization, so that we can gather all the information possible to have a true understanding of the client's needs. Only if we know the organization intimately and develop a very thorough and detailed profile of the ideal candidate, can we be assured of the right match for the organization and the individual who is ultimately selected.

We pride ourselves in the value we bring to the table by working with the client to develop the profile of the ideal candidate from which to conduct our search. We do this by spending a great deal of time with the chief decision makers, elected officials, etc. at the very beginning, learning the history of the position, the mission and goals of the Organization, the past successes and failures of the position, staff, budget and virtually everything the selected candidate would need to have experience and success addressing. In order for us to locate the ideal leader for an organization, we must know where that organization wants to go and what it will take to get it there.

Each search is different and we invest as much time in getting to know the style and organizational culture of our client as we do getting to know each candidate under consideration. We develop a strong relationship with the decision makers and people with whom the potential candidates would be working to ensure the right match. We spend time with the decision maker(s) to understand their idea of the "ideal" candidate, their own management style, and what the position means to them and to the organization. We learn and adopt the Organization's vision, so that we are able to recruit candidates who will embrace those goals and lead a strategy that will support that vision.

We prefer to interview other successful executives at the peer level of the vacant position to get an understanding of the kind of leaders who are successful in the Organization. We also find it valuable to interview some subordinate level staff, if possible, to assess some of the challenges or strengths within the current resources that the incoming executive would find.

These early stages of the search are, in our mind, the most important. Our entire search team, including our assigned recruiter(s), is involved in this information gathering/ relationship process from the beginning so we all know exactly what our client is seeking in applicants and are qualifying candidates on the client's organizational culture.

For national searches, our team also investigates the community in which the position resides. We investigate the public and private school options, and even spend time with a realtor to get a feel of the local housing market for relocation. All of this helps us when we screen and sell candidates on the position.

From the interviews and fact gathering, we will prepare a comprehensive Candidate Recruitment Profile for the position, with the desired qualifications and characteristics, for approval by the Client's designee(s). It is from this customized Profile that we conduct our systematic search.

## **Input from Stakeholders**

The first steps in any search begin with our onsite stakeholder meetings. The purpose of the stakeholder interviews is to allow Affion an intimate understanding of the organization, the people and the environment. These interviews are how we develop the two key profiles in which the search is built around. The first profile is the position profile. The position profile includes not only the requirements the successful individual will possess but also what they will be doing on a daily, weekly and monthly basis. This profile is critical in analyzing the potential candidate's previous experience. The second profile is the candidate profile in which we spoke previously about. This profile allows Affion to define the type of individuals that will be successful in your organization.

The stakeholder meetings begin with developing the list of individuals that will be working directly with this person. This list should include whomever the individual is responsible for reporting to and anyone who may be directly involved with the hiring and interview process. Affion is committed to spending as much time as necessary on the stakeholder meeting to ensure a successful placement.

The stakeholder meetings are approximately one-hour interview session in which our team will ask probing questions to what will make the candidate successful. These are generally done on an individual basis.

Additional stakeholder meetings including public input will be scheduled at the discretion of the selection team. We have a long history of being very inclusive with our stakeholder process and often meet with community leaders, business leaders, civic and religious leaders as well as neighborhood associations.

## **Candidate Pool**

Affion is a relationship driven, select targeting firm. We use our own internal database to draw upon potential candidates with whom we have built relationships and/or referrals. We use the telephone to reach out to referrals and candidates initially. We use the Internet as well as select research firms to investigate credit, criminal and other background checks and to obtain any written publications authored by, or regarding, the candidates. Beyond this limited use of technology, our efforts are all carried out in person. We post the job on the Internet or advertise in print as required by the client organization. Even our utilization of networks of professional or trade associations, is done in person. This personal approach is how we have been most successful in targeting and attracting the best and most diverse selection of candidates.

Each Affion recruitment effort is customized specifically to the client organization's needs and preferences. One of the additional values achieved from the time we spend in the beginning is getting to know the client organization and its culture and obtaining mutual agreement on a process that works for both of us. While we have a very strict and systematic internal qualifying/screening process, it is only visible to the client in the result it produces. Any processes external to our qualifying/screening process may be modified to accommodate the client's organizational needs.

## **Affion Process in Screening**

While the general steps outlined herein are the basis of the Affion search, flexibility is built into our model to accommodate a particular client's preferences. Our search is customized to best meet the needs of our client and as long as we are not asked to forego steps to ensure quality, modifications or additions can be made.

## **Sourcing/Recruiting Candidates**

Our Senior Executive Recruiters (100% dedicated to this search) will identify candidates who have been successful in like organizations in similar positions. We search from a variety of sources to ensure development of a broad representative pool in terms of affirmative action efforts and experience; including our own network of contacts and files; public or private entities, professional and other associations and organizations related to the position and referrals. We do targeted advertising in publications specific to the position.

### ***Targeted Recruiting***

Affion maintains a national database through extensive networks in industry specific business groups, trade and professional organizations. To further ensure a diverse candidate pool, we also source candidates from professional organizations and networks that are ethnic and gender specific. We reach out to a variety of sources to collectively find the best talent available.

As a result of our previous and ongoing recruiting efforts within government and quasi-government organizations, (local, city, county, and state) Affion has, and continues to build, an expansive network of candidates that includes the best and the brightest in the public sector. That network of candidates exemplifies our professional commitment to building valued relationships, knowing the individuals' experience and leadership styles, and understanding their needs and career goals. By operating within these guidelines, our deliverable to our client results in being a known and trusted entity.

### ***Screening/Qualifying Candidates***

Our Senior Executive Recruiter conducts preliminary screening interviews of all in-house candidates and the most promising candidates to determine their qualifications, pertinent accomplishments, experience, ability to meet special needs of the position and their interest in being considered. Preliminary screening will be based on a resume rating instrument developed from criteria contained in the customized Candidate Recruitment Profile, information contained in the resumes submitted to Affion, and Affion's knowledge of the people and organizations with whom and in which we work. At this point in the search, our recruiter is also securing preliminary, confidential reference information on the most promising candidates (as available and appropriate) to verify experience and qualifications; i.e., to ensure that it is worthwhile proceeding with them.

After qualifying the best candidates into our process, those individuals are subjected to two more rounds of interviews by additional Affion Executive staff. The same criteria are used, but the emphasis here, is on organizational and cultural fit, and political acumen. This process assures the quality we demand of the short list of semi-finalists that are selected.

All candidates are met face-to-face when possible. If the face-to-face interviews cannot be arranged then video conferencing is arranged to ensure that the recruiters and executives within Affion are comfortable with the candidates they are presenting for consideration.

### ***Background Investigation***

When all members of the Affion qualifying team have agreed that the candidate fits the desired profile we begin extensive background checks to include: criminal, education, and financial investigations. Reference calls are completed. Political Internet searches are conducted. This entire procedure is intended to further eliminate unqualified candidates, and to validate the credentials of the final candidates in process.

### ***Selecting Finalists for Promotion to Client***

From our rigorous qualifying process and investigation, Affion typically narrows the field of qualified candidates to the top 6-8. We present all of the Client's designated representatives with a comprehensive book of material on each of the selected individuals. These books contain summary profiles, resumes, applications, articles by or regarding the candidate, pertinent work product, and photographs of those candidates whose qualifications, work experience, achievements, and/or other special qualities qualify them for the position. This comprehensive Confidential Report on each candidate covers not only the candidate's working career and those personal aspects that are relevant to the position, but also our appraisal of how the candidate's competencies compare to your specific needs and environment. Affion and the Client's representatives will meet to review the detailed contents of the book.

## **Internal Candidates**

Affion always screens and evaluates those applications and resumes received by the Client from in-house or outside applicants to insure, on the client's behalf, that the process is considered fair to all applicants and to determine if any of these individuals are qualified, viable candidates. Often, at the client's preference we keep all in-house applicants in process until the final qualifying phases of the search process, unless it is clearly established that certain individuals are not qualified.

We review, evaluate and acknowledge in writing all applications and resumes received. Additionally, we ask that all solicitations for consideration made directly to the client be forwarded to Affion immediately to avoid duplication of efforts and take work off the client's shoulders.

## **Client Selection of Candidates for Interview**

Affion would work closely with the hiring team for selecting the finalist. Affion will make a portfolio presentation to the key stakeholders which will include; the resume, a brief bio written by the candidate, a description of the candidate's strengths and weaknesses, and an answer to the questions "Why Should I be the Next..." Upon our face-to-face presentation of the finalists, with our recommendations and comprehensive background information, we require that the Client select the number and names of the candidates it wishes to interview in person.

Upon the Client's direction, Affion personnel will coordinate with Client personnel to arrange interviews with the top candidates selected for consideration. Affion will work with the client to coordinate any travel or accommodation details that may be needed for each outside candidate.

## **Client Interviews and Final Selection**

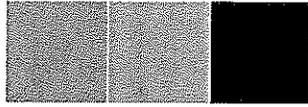
The finalist interviews would be conducted in conjunction with the wishes of the hiring team. Affion typically suggests that the hiring team utilize panel interviews and also perhaps a candidate presentation. The candidate presentation would be an oral presentation accompanied by a visual presentation. We typically ask all candidates to prepare a twenty-minute presentation in a power-point format. This presentation can be on a topic agreed upon by Affion and the client. The purpose of this presentation is to allow the selection committee to see how the candidates communicate their thought process and the candidate's ability to effectively express those thoughts to their audience.

The formal interview would involve the same set questions asked to each candidate by the same panel member. This allows the selection committee to evaluate each candidate on a fair and equal field. These questions are agreed upon in advance with Affion and the selection committee. Affion will be involved throughout the entire interview process to facilitate the interviews.

## **Hiring**

Once it is time for a hiring decision, Affion will provide assistance on final employment matters, such as the negotiation process with successful candidates and notification to unsuccessful candidates.

Any candidate that is presented for consideration will have been pre-qualified on the salary range, benefits and relocation package. Once the finalist has been selected it is our standard practice that the client sends a formal offer letter to Affion on behalf of the successful candidate. Affion will facilitate the signature and closing of the process.



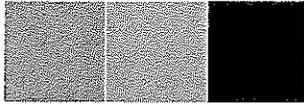
## **Statement of Diversity**

Diversity is one of our core values, as well as part of our heritage. It acknowledges and celebrates the richness and value created by the differences among our employees, our customers, our service offerings, and our businesses. It is about people, backgrounds, lifestyles, ideas and balance between our work and personal lives. It is about maximizing the contributions from all members of our team so that we deliver greater value to our customers. It is about valuing differences. It is not a code word for affirmative action. It is much larger than that. It is about valuing differences. It is about inclusion. It relies on standards of performance and behavior, which lead to mutual respect. Diversity is about effectively using our collective talent to create a competitive advantage that leads to success – both for our internal support staff and contract workforce. Arcus is truly committed to effectively recruiting and maintaining a diverse workforce.

Affion maintains an Affirmative Action Program and policy to afford equal employment opportunity to all without regards to race, color, religion, sex, national origin, sexual orientation, handicap or disability or status as a disabled veteran or a veteran of the Vietnam War era. We take affirmative action to ensure applicants for employment and employees are treated without regard to these characteristics. The sole basis for decisions regarding employment status has been, and will continue to be, an individual's qualifications, and based only on valid, non-biased job requirements in positions being filled. To carry out our policy, the commitment includes, but is not limited to: recruitment, hiring, promotions, transfers, compensation, benefits, layoffs, terminations, educational tuition assistance and company sponsored training and recreational programs.

Affion employs responsible reporting and monitoring procedures to ensure that all personnel actions are in strict compliance with the Equal Opportunity Policy and our Affirmative Action program. We are further committed to being an Equal Opportunity Employer by various federal, state and city laws on fair employment practices. All of Affion's advertising reflects these same important standards.

Our HR Consulting Division is proud of our success in ensuring a diverse candidate pool and is thrilled to have placed diverse candidates with public sector organizations nationwide.



## **Proposed Fee Outline**

### **Full Executive Search:**

Affion executive searches are full-service searches conducted by senior executives within our firm. The fee we have outlined herein is all inclusive of all phases of the search including stakeholder meetings, profile development, job postings, sourcing, recruitment, interviewing, reference checking, background checks and candidate offer negotiation.

Fee for City Manager:	\$18,000
Expenses for the search will not exceed:	\$4,000

Expenses will be billed at actual cost and include all Affion personnel travel, brochure development and printing, job posting, background checking, community meetings and video conferencing as required.

Additional expenses, which are not included in the overall fee but are expected to be reimbursed by the City of Plano, include all candidate travel expenses for the purpose of interviews with the City of Plano. This will vary depending on the location of the finalist selected.

While invoice procedures can be adjusted, our typical billing practice is to spread the fee payment over three equal installments. (One-third to be billed when the contract is signed, one-third to be billed upon presentation of the Final Candidates, and the last one-third to be billed upon the hiring of the desired Candidate.) Adjustments to our payment and billing processes are negotiable in order to best accommodate our Clients' needs. With regards to expenses, the actual, approved expenses will be billed upon completion of the search services. These expenses typically include all Affion travel, hotel, advertisements and brochures proposed for the executive search.

### **Guarantee**

As with all of our executive searches, we are prepared to offer our standard professional service guarantee. If the hired candidate is asked to leave for reasons of non-performance, or leaves of his/her own volition in the first 12 months of employment, we will re-launch a search for a new candidate, under the original position specifications. In such a case, we will do so for no additional professional fee, though charging expenses as provided for in the original agreement. It is our commitment to partner with you from the initial signing of the contract until the candidate accepts and offer and begins employment.



**Thank you for the opportunity to submit this proposal.  
We look forward to assisting you with your  
Executive search needs!**

**EXHIBIT "B"**  
**Minimum Insurance Requirements**

The Professional shall obtain and maintain the minimum insurance coverage set forth in this section. By requiring such minimum insurance coverage, the City of Plano shall not be deemed or construed to have assessed the risks that may be applicable to Professional under this agreement. The Professional shall assess its own risks and, if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The Professional is not relieved of any liability or other obligations assumed or pursuant to this agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

**Commercial General Liability**

General Aggregate	\$2,000,000
Each Occurrence Limit	\$1,000,000

City of Plano, its present and past members of the City Council, officers, employees, agents, and volunteers must be named as an additional insured.

**Workers' Compensation/Employers' Liability**

Coverage A (Workers' Compensation)  
Coverage B (Employers' Liability)

Coverage A	Statutory Limits
Coverage B	
Each Accident	\$1,000,000
Policy Limit by Disease	\$1,000,000
Each Employee by Disease	\$1,000,000

A waiver of subrogation in favor of the City of Plano with respect to injuries/illness to Professional's employees is required. A copy of the endorsement to the policy must be submitted to the City of Plano's Office of Risk Management.

**Professional Liability**

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

**General Requirements:**

Insurance coverage provided shall be primary and non-contributory to any insurance coverage or self-insurance maintained by the City of Plano.

Insurance coverage required herein must provide a minimum of 30 days advance notice of cancellation, non-renewal, or material change except cancellation due to non-payment of premium notice requirements will be 10 days.

The City of Plano requires the Professional to provide a renewal Certificate of Insurance 15 days prior to expiration.

The Professional understands and agrees that the insurance requirements specified in herein do not reduce the liability the Professional has assumed in the indemnification/hold harmless section of the contract.

The City of Plano reserves the right to approve the security of the insurance coverage provided pursuant to this contract. Failure of the Professional to fully comply with these requirements during the term of the contract will be considered a material breach of contract and will be cause for immediate termination of the contract as the sole option of the City of Plano.

All insurers must be rated B+VI or higher by A. M. Best or rated A or higher by Standard & Poors.

Professional shall, prior to commencement of any services related to this contract, furnish the City evidence of insurance on a Standard Acord Form 25 (Certificate of Insurance).

