

**AGREEMENT**

This **AGREEMENT** is entered into by and between Mackenzie Eason & Associates, LLC (“Contactor” or “Firm”) and the City of Little Rock, Arkansas (“City” or “Client”), jointly, the “parties”.

**WITNESSETH:**

**WHEREAS** the City issued Request for Qualifications, Event Number 1744 (“RFQ”) to hire an experienced executive search firm to conduct the recruitment of candidates for the City’s selection of well qualified candidates to fill City Department Director level positions; and

**WHEREAS**, out of five (5) vendors who responded to the City’s RFQ, a selection committee appointed by the City’s City Manager found the Contractor’s proposal to be the most qualified and in the best interests of the City; and

**WHEREAS**, the City desires to retain and engage Contractor to provide said recruitment services; and

**WHEREAS**, Contractor represents that it is capable of and desirous of performing these services; and

**WHEREAS**, the City Manager authorized the City to enter into an agreement with Contractor in an annual amount not to exceed Forty Five Thousand Dollars (\$45,000.00) to provide the aforementioned recruitment services.

**NOW, THEREFORE**, in consideration of the mutual promises set forth below, the sufficiency of which the parties hereby acknowledge, the parties hereto do mutually agree as follows:

**ARTICLE 1. TERM AND CONSIDERATION.**

**Section 1.01. Term / Right to Extend.** The term of this Agreement shall be one (1) year, from September 26, 2022 up to and including September 26, 2023. Upon mutual agreement by the parties, the Agreement may be extended for three (3) additional one (1) year terms, or a portion thereof, upon the same terms and conditions as set forth herein.

**Section 1.02. Ratification.** To the extent that Contractor has actually performed services under the Agreement after the start date of the Agreement but prior to the signing of this Agreement by the parties, those services are hereby ratified by both parties and shall be compensated in accordance with the terms and conditions of this Agreement.

**Section 1.03. Time of Performance.** The Contractor shall undertake work and perform the various tasks within the estimated time schedule as allowed under Term.

**Section 1.04. Force Majeure.** Contractor is not responsible for delay caused by activities or factors beyond Contractor's reasonable control, limited to, delays by reason of strikes, acts of God, failure of City to furnish timely information or approve or disapprove Contractor's work promptly, faulty performance by contractors or governmental agencies, fires, floods, or acts of the public enemy. When such delays beyond Contractor's reasonable control occur, City agrees Contractor is not responsible in damages nor shall Contractor be deemed to be in default of this Agreement. Furthermore, City shall not be in default for, or held responsible for damages caused, or failure to perform in full or in part, its obligations due to circumstances beyond the City's control, such as acts of God, acts of civilian or military authority, or other force majeure.

**Section 1.05. Consideration and Method of Payment.**

(A) For performance and provision of the recruitment services contained in this Agreement, the City agrees to pay the Contractor an annual amount not to exceed Forty Five Thousand Dollars (\$45,000.00).

(B) All of Contractor's reimbursable expenses are limited to those specifically set forth in Exhibit "A". The Contractor shall submit all invoices to the City Contact Person listed in Section 7.01 of this Agreement and shall include with each invoice supporting documentation with a level of detail acceptable to the City. Payment shall be made by the City to the Contractor within thirty (30) business days of receipt of the invoice.

**Section 1.06. Non-Appropriation of Funds.** This Agreement shall terminate without penalty at such time as appropriated funds are not available to satisfy the obligations of the City hereunder. The failure of the City to make an appropriation in any given year shall not be deemed a

breach of this Agreement, nor give rise to any cause of action by Contractor for legal or equitable relief. The City shall, to the extent possible, give Contractor written notice ninety (90) days prior to such termination.

**ARTICLE 2. SCOPE OF SERVICES TO BE PROVIDED.**

**Section 2.01. Scope of Services to be Provided by Contractor.** The City hereby retains and engages the Contractor and the Contractor hereby agrees to provide recruitment services for the City's selection of well qualified candidates to fill City Department Director level positions as set forth in this Agreement and Exhibit "A", which is attached hereto and incorporated herein. Should there be any conflict between the terms and conditions of this Agreement and Exhibit "A", the terms and conditions of this Agreement shall control.

Specifically, Contractor shall develop and implement a recruitment strategy involving a national search for the position of Assistant Public Works Director and other positions as specified by the City. Contractor shall actively recruit qualified candidates that meet the needs and expectations of the community and the City in writing. In that regard, Contractor shall assess and determine community, City, and Department needs and expectations in order to develop an accurate and inclusive position profile. Contractor shall present to the City for consideration a diverse pool of qualified applicants, including woman and minorities.

Contractor shall recruit candidates making up an applicant pool of a minimum of five (5) applicants who meet the minimum qualifications for the targeted position and resulting in the City's final selection of an applicant who meets the needs of the City and the City's residents. Contractor shall refer qualified applicants to the City within three (3) months of the signing of this Agreement.

Additionally, Contractor shall do the following: (1) Assist with interview panels, if requested by the City; (2) Prepare and place appropriate position announcements in appropriate municipal

journals and professional organizations; (3) Receive and screen applications against developed profiles, if requested by the City; (4) Conduct initial screening interviews and contact references; and (5) Assist in negotiating conditions of employment, if requested by the City.

Contractor shall fully coordinate all services under this Agreement with the City's Chief People Officer, or the City's Chief People Officer's designee. Contractor shall provide weekly updates to the City's Chief People Officer on the project, including a list of publications or communications sent to prospective candidates. Contractor shall respond to requests for information from City Staff within two (2) business days. The final decision regarding all parts of the recruitment process, including but not limited to approval of advertisements placed in any publication, will be made by the City's Chief People Officer.

Contractor agrees to use its best efforts in representing the City and to perform all services in a professional, diligent, business-like manner to the City's complete satisfaction. Additionally, Contractor shall faithfully perform the services in accordance with the standards of care, skill, training, diligence and judgment provided by highly competent individuals performing services of a similar nature to those described in this Agreement and in accordance with the terms of this Agreement.

The City recognizes that Contractor cannot guarantee a particular result or outcome of any matter. If a candidate Contractor places does not, for reasons of background, experience or qualifications, perform as initially expected and is terminated by the City for performance reasons or for "cause", or if a candidate resigns the position within 365 days from the date of employment by the City, Contractor shall conduct the assignment again, billing the City only for expenses. Contractor also agrees to replace any candidate who fails to report to work or leaves within the first 365 days, exclusive of death, disability, military obligation or any willful act or omission by the City.

To activate this replacement clause, the City shall notify Contractor in writing within thirty (30) business days of the original start date of the candidate or the candidate's departure. The City shall allow Contractor to proceed with recruiting the replacement candidate within sixty (60) business days of the aforementioned notice. If the City elects not to recruit the replacement candidate for the original contracted opportunity, this replacement clause shall not apply.

**Section 2.02. Changes in the Scope of Services.** Changes in the Scope of Services may be made as mutually agreed upon by the Contractor and the City, and as confirmed in writing by both parties. Notwithstanding the above, the City is not obligated to execute an agreement, or any amendments to this Agreement, for any further services, including any services performed by Contractor beyond that specifically described in Exhibit "A". The parties understand that changes in the Scope of Services authorized by the parties in writing may affect total compensation agreed to herein. However, in no event shall the total annual compensation of Forty Five Thousand Dollars (\$45,000.00) be increased without the prior written approval of the City Manager and, if necessary, the prior approval of the City's Board of Directors in the form of a resolution.

**Section 2.03. Work Products.** All work papers, reports, maps, graphic displays, plans and statistics produced by the Contractor in the execution of the Scope of Services of this Agreement are Work Products and shall become the property of the City upon the completion or termination of this Agreement. The Contractor shall be entitled to retain copies of all project deliverables developed for the project for Contractor's records.

**Section 2.04. Intellectual Property Rights.** The Contractor shall not own, possess, declare, or claim a copyright in or for any information, material, drafts, writings, drawings, or documents of any nature whatsoever produced pursuant to this Agreement. The parties expressly agree that the copyright to any material and documents produced by Contractor pursuant to this Agreement is the exclusive right of the City of Little Rock. In that respect, the City and Contractor acknowledge and agree that all property rights to any and all materials, drafts, writings, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, URLs, domain names, music,

sketches, web pages, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information created by the Contractor and paid for by the City pursuant to this Agreement, in preliminary or final form and on any media whatsoever (collectively, "Materials"), shall belong to the City. Contractor shall disclose all such items to the City and shall assign such rights over to the City upon completion of the project. To the extent permitted by the U.S. Copyright Act, 17 USC § 101, *et seq.*, the Materials are a "work made for hire" and all ownership of copyright in the Materials shall vest in the City at the time the Materials are created. To the extent that the Materials are not a "work made for hire," the Contractor, by this Agreement, sells, assigns and transfers all right, title and interest in and to the Materials to the City, including the right of the City to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such rights in perpetuity.

**Section 2.05. Staff Personnel and Other Contractors.**

(A) The Contractor represents that it will secure at its own expense all necessary staff, labor, supplies and equipment required to perform the services under this Agreement. Contractor's personnel shall not be employees of, or have any contractual relationship with, the City.

(B) The Contractor shall be responsible to the City for the acts and omissions of its subcontractors and of persons directly or indirectly employed by it in terms of the completion of the Scope of Services under this Agreement.

**Section 2.06. Record Retention.** The Contractor shall maintain all of its records relating to this project, including all personnel and financial records, which shall be made available to the City upon request, for a minimum of five (5) years after termination of this Agreement.

**Section 2.07. Proprietary Information Confidential.** All records that are created or maintained pursuant to this Agreement are subject to public disclosure to the extent required by the Arkansas Freedom of Information Act, and regulations promulgated pursuant thereto. All reports, information, findings and other Work Products of the Contractor done pursuant to this Agreement are not proprietary. Any methodology employed by the Contractor which was not created because of this Agreement may be deemed proprietary and shall remain confidential, to the extent

permissible under Arkansas law, unless specific prior written approval for disclosure of such information otherwise is given by the Contractor, or until such information is made public by the City.

**Section 2.08. Safeguarding of City Property.** The Contractor shall take all reasonable precautions to safeguard all City property entrusted to the Contractor's custody or control.

**Section 2.09. Advertising and Public Disclosure.** The Contractor shall not include any reference to this Agreement or to the services performed pursuant to the Agreement in any of Contractor's advertising or public relations materials without first obtaining the prior written approval of the City's Chief People Officer. Any oral presentation or written materials related to services performed under this Agreement shall be limited to services that have been accepted by the City. The Contractor shall notify the City's Chief People Officer in advance of the date and time of any presentation. Nothing in this Section precludes the transmittal of any information to City officials.

### **ARTICLE 3. CITY'S RESPONSIBILITIES.**

**Section 3.01. Obligations of the City.** The City shall make available copies of all plans, reports, monitoring information, and survey data, regarding the work and services to be performed under this Agreement.

Approval by the City of documents prepared and the work or materials furnished hereunder shall not in any way relieve the Contractor of the responsibility for the technical adequacy of the work. The City shall render decisions and provide information and direction to the Contractor in a timely manner. The City's review, approval or acceptance of, and payment for, any of the services and work hereunder shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Contractor shall be and remain liable in accordance with applicable law for all damages to the City caused by the Contractor's negligence.

**Section 3.02. Obligations of the Contractor.** The Contractor shall be responsible for the professional quality, technical accuracy, timely completion and coordination of all documents and reports prepared and the services furnished by the Contractor under this Agreement.

#### **ARTICLE 4. INDEMNITY.**

**Section 4.01. Indemnity.** To the extent not covered by insurance, the Contractor agrees to indemnify and save harmless the City, its officers, agents and employees from:

(A) Any claims or losses for services rendered by any subcontractor, person or firm performing or supplying services, materials or supplies in connection with the performance of this Agreement; and

(B) Any claims or losses resulting to any person or firm injured or damaged by the actions of the Contractor or the Contractor's employees, including disregard of federal and state statutes or regulations, in the performance of this Agreement.

**Section 4.02.** The Contractor further agrees to include in any contract with a subcontractor, person, or firm performing or supplying services, materials or supplies in connection with the performance of this Agreement a clause by which such subcontractor, person, or firm agrees to indemnify the City, its officers, agents and employees from claims or losses resulting from the actions of such subcontractor, person or firm.

**Section 4.03.** The Contractor has no authority to bind the City on any contractual matter. The Contractor agrees not to pledge the credit of the City, and the Contractor agrees not to purchase, rent, lease or contract in the name of the City. Contractor shall hold harmless City any and all taxes (federal, state, local); worker's compensation insurance; disability payments; social security payments; unemployment insurance payments; or any similar type of payment for Contractor or any employee thereof; and shall hold City harmless from any and all such payments.

#### **ARTICLE 5. NON-DISCRIMINATION.**

**Section 5.01. Non-Discrimination.** Contractor agrees to comply with all applicable federal and state laws and regulations regarding nondiscrimination, and specifically agrees not to discriminate against any individual on the basis of race, color, creed, religion, sex, national origin,



age, disability, marital status, sexual orientation, gender identity, or genetic information, including without limitation, Ordinance No. 21,031 of the City of Little Rock, Arkansas, dated April 21, 2015, and to require such compliance in contractual agreements with subcontractors and sub-subcontractors.

**Section 5.02. Americans with Disabilities Act/Equal Employment Opportunity Act Compliance.** Contractor agrees to comply with the requirements of the Americans with Disabilities Act and the Equal Employment Opportunity Act, and the regulations promulgated pursuant thereto, and to require such compliance in contractual agreements with subcontractors.

**Section 5.03. Use of Funds for Political and Sectarian Activities Prohibited.** Contractor agrees that it shall not use any of the funds provided under this Agreement for political or sectarian purposes.

**Section 5.04. Failure to Comply.** Failure to comply with this Article 5 shall result in immediate termination by the City without penalty or financial responsibility of any nature whatsoever.

#### **ARTICLE 6. INDEPENDENT CONTRACTOR.**

**Section 6.01. Independent Contractor.** It is expressly agreed that Contractor is acting as an independent contractor in performing the services specified herein, and nothing in this Agreement is intended and nothing shall be construed to create an employer-employee, partnership, joint venture, or other type of relationship, whether under state or federal law, or to allow the City to exercise control or direction over the manner or method by which the Contractor performs the services; provided always that the services to be provided shall be furnished in a manner consistent with the standards governing such services and the provisions of this Agreement. The City shall carry no workers' compensation insurance, health or accident insurance to cover the Contractor or Contractor's employees for any type of loss which might result to the Contractor or the Contractor's employees in connection with the performance of the services set forth in this Agreement. The City shall not pay any contribution to Social Security, unemployment insurance, federal or state withholding taxes, nor provide any other contributions or benefits which might otherwise be expected in an employer-employee relationship, it being specifically agreed that the Contractor is not

acting herein as an employee of City, but shall, at all times, and in all respects, have the rights and liabilities of an independent contractor.

**ARTICLE 7. CONTACT PERSONS.**

**Section 7.01. Contact Person for the City.**

Stacey Witherell  
Chief People Officer  
City of Little Rock Human Resources Department  
500 West Markham, Suite 130W  
Little Rock, AR 72201  
Office: (501) 371-4549  
Fax: (501) 371-4496  
[switherell@littlerock.gov](mailto:switherell@littlerock.gov)

**Section 7.02. Contact Person for the Contractor.**

Darien George, CPC, SPHR  
President and Partner  
Mackenzie Eason & Associates  
3023 S. University Drive, #230  
Forth Worth, TX 76109  
Office: (817) 668-5870  
Fax: (888) 596-7943  
Cell: (817) 917-4064  
[dgeorge@mackenzieeason.com](mailto:dgeorge@mackenzieeason.com)

**ARTICLE 8. MODIFICATION.**

**Section 8.01. Modification.** Any modifications to this Agreement shall be in writing, signed by both parties to the Agreement.

**ARTICLE 9. TERMINATION.**

**Section 9.01. Termination of Agreement.** The City shall have the right to terminate this Agreement for any reason whatsoever and without penalty, by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least fifteen (15) calendar days before the effective date of such termination.

**Section 9.02.** In the event of such termination, all finished or unfinished documents, data, studies and reports prepared by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents up to the effective date of termination pursuant to the terms of this Agreement.

**Section 9.03.** Upon termination or expiration of the Agreement, the Contractor shall immediately return to the City all monies held by it but unexpended.

#### **ARTICLE 10. INSURANCE.**

**Section 10.01. Insurance.** Contractor agrees to purchase at its sole cost and expense, adequate workers compensation insurance, comprehensive general liability insurance, and hired and non-owned automobile insurance, with a reputable company authorized to do business in the State of Arkansas and approved by City, and shall furnish insurance certificates to the City before execution of this Agreement evidencing the required insurance coverage. Contractor agrees to purchase whatever additional insurance is requested by City, provided the premiums for such additional insurance are reimbursed by City. Contractor shall maintain, at its sole cost and expense, a policy of professional liability insurance, that includes errors and omissions coverage, with a reputable company authorized to do business in the State of Arkansas and approved by the City in the minimum amount of \$2,000,000.00 each occurrence.

#### **ARTICLE 11. TITLE VI CIVIL RIGHTS ACT IMPLEMENTATION AND ASSURANCES.**

**Section 11.01.** Contractor, and Contractor's sub-contractors, sub-recipients, sub-grantees, successors, transferees, or assignees, shall comply with:

- (A) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) and its applicable federal statutory, regulatory authorities, other pertinent directives, circulars, policy, memoranda, and guidance prohibiting discrimination on the basis of

race, color, national origin, age, sex, and disability and give assurance that it will promptly take any measures necessary to ensure such compliance;

- (B) all applicable provisions governing the City of Little Rock's and applicable federal department's or agency's access to records, accounts, documents, information, facilities, and staff;
- (C) any program or compliance reviews, or complaint investigations, or both, conducted by the City, or federal department or agency;
- (D) record retention and reporting requirements, maintain and preserve all project records for a minimum of five (5) years and all requests for documents and materials in a timely, complete, and accurate manner; and
- (E) all other reporting, data collection, and evaluation requirements, as required by the City, prescribed by law, or detailed in program guidance.

## **ARTICLE 12. MISCELLANEOUS.**

**Section 12.01. Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Arkansas, and venue for any action related thereto shall lie exclusively in Pulaski County, Arkansas.

**Section 12.02. Compliance with Laws.** The Contractor shall comply with all applicable federal, state and local laws and regulations. In the event the City is a party to litigation as a consequence of the Work Product or the services conducted by the Contractor pursuant to this Agreement, in whole or in part, Contractor agrees to assist and cooperate with the City in such litigation, as additional services under this Agreement.

**Section 12.03. No Waiver.** The waiver of the breach of one or more of any covenants or conditions by the City shall not be construed as the waiver of any subsequent breach of the same or any other covenant or conditions; and the consent and approval of the City to any act by the Contractor requiring the City's consent or approval shall not be deemed a waiver and shall still render necessary the City's consent or approval to or of any subsequent or similar act by the Contractor.

**Section 12.04. Severability.** In the event any section, subsection, subdivision, paragraph, subparagraph, item, sentence, clause, phrase, or word of this Agreement is declared or adjudged to be invalid or unconstitutional, such declaration or adjudication shall not affect the remaining provisions of this Agreement, as if such invalid or unconstitutional provision was not originally a part of this Agreement.

**Section 12.05. Copies Same as Original.** This Agreement shall be executed in the original, and any number of executed copies. Any copy of this Agreement so executed shall be deemed an original and shall be deemed authentic for any other use.

**Section 12.06. Electronic Signatures and Electronic records.** Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature under the Agreement, may be signed electronically by the City in the manner specified by the City. The parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

**Section 12.07. Captions.** All captions contained in this Agreement are inserted only as a matter of convenience and in no way define, limit or extend the scope or intent of this Agreement.

**Section 12.08. Entire Agreement.** This Agreement and the documents referenced and incorporated herein contain the complete and entire agreement of the parties respecting the transactions contemplated herein, and supersede all prior negotiations, agreements, representations, and understandings, if any, among the parties regarding such matters.

**Section 12.09. Agreement Binding.** This Agreement shall be binding on agents, successors and permitted assigns of the parties.

**Section 12.10. Assignment.** This Agreement shall not be assigned or transferred by either party without the prior written consent of the other. The City agrees that the Contractor will not be providing its services in association with others unless otherwise agreed to by both parties to this Agreement.

**Section 12.11. Authority to Execute Agreement.** The undersigned officials of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions or other documentation extending said authority have been duly passed and are now in full force and effect.

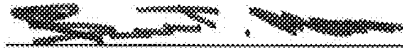
**Section 12.12. No Third Party Beneficiary.** Enforcement of the terms of this Agreement and all rights of action relating to enforcement of this Agreement are strictly reserved to the parties hereto. Nothing contained in this Agreement gives or allows any claim or right of action to any third person or entity.

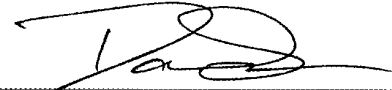
**Section 12.13.** This Agreement shall be construed without regard to the identity of the persons who drafted the provisions contained herein. Moreover, each and every provision of the Agreement shall be construed as though each party hereto participated equally in the drafting thereof. As a result of the foregoing, any rule of construction that the document is to be construed against the drafting party shall not be applicable. Both parties acknowledge that they have had full opportunity to review this Agreement with legal counsel of their choice.

**IN WITNESS WHEREOF,** the parties have signed this Agreement on the dates indicated below.

**CITY OF LITTLE ROCK, ARKANSAS**

**MACKENZIE EASON & ASSOCIATES,  
LLC**

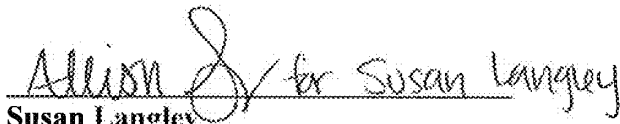
  
\_\_\_\_\_  
**Bruce T. Moore**  
City Manager

  
\_\_\_\_\_  
**Darien George, CPC, SPHR**  
President and Partner

Date: 09/26/22

Date: 09/27/2022

**ATTEST:**

  
\_\_\_\_\_  
**Susan Langley**  
City Clerk

Date: 9/26/22

**APPROVED AS TO LEGAL FORM:**

**Thomas M. Carpenter, City Attorney**

By:   
\_\_\_\_\_  
**Beth Blevins Carpenter**  
Deputy City Attorney

//  
//  
//  
//  
//  
//  
//  
//



**I. Purpose.**

The Firm agrees to provide Executive Search Services and represent Client's interests, all per the terms set forth in this Agreement.

**II. Subject Matter.**

The Firm will represent Client with respect to the following matters:

1. Schedule and conduct a detailed on-site community and practice profile and consultation.
2. Recommend strategies to maximize recruitment effectiveness and success.
3. Design, build, implement, and manage dedicated individual website for Client's search.
4. Review the employment agreement with the client.
5. Screen and determine the level of interest and compatibility of potential candidates with client opportunity.
6. Request and provide candidate's initial references and background information prior to the on-site interviews.
7. Prepare travel and lodging accommodation itinerary for the candidate and their spouse for Client interview.
8. Assist in the preparation, scheduling, and development of the interview of candidates with client.
9. Perform as established credible third party on behalf of Client in negotiation of a mutual work agreement.

Searches to be performed:

1. Assistant Director of Public Works
2. Other services as requested by the Client

**III. Fees.**

Mackenzie Eason would look forward to recruiting a Deputy Director of Operations

Our fee will be 20% of the total compensation package including base salary plus any expected additional compensation of first year.

We will require a one-third-retainer deposit of \$8,000 (1/3<sup>rd</sup>) per search in order to launch the searches. After presentation and interview of candidate(s), we will bill for a second retainer payment of \$8,000 (1/3<sup>rd</sup>), with the balance due on the date the candidate successfully signs the contract.

We will bill you for any travel expenses incurred by us or by candidates with your prior approval. If you hire any additional candidates we have presented during this engagement, within 365 days of submission, we will then bill you 20% of their base salary, plus first year bonuses and any additional total compensation, for each candidate hired by you.

Firm can provide additional consulting services to include Talent Acquisition, Management & Development, Organizational Culture, provide feedback on areas of strengths and weaknesses, prepare a plan to include best practices, implementation, strategic planning and alignment, training, and coaching/executive coaching. Consulting would be in addition to the executive search fees starting at \$250 per hour or a negotiated rate.





**Mackenzie Eason & Associates**

**3023 S University Dr, #230**

**Fort Worth, TX 76109**

**817-922-9152**

***Named by Forbes as one of the Best Executive  
Search Firms for 2021 & 2022***

3023 S. University Dr #230, Fort Worth TX 76109  
888-662-7043 [www.mackenzieeason.com](http://www.mackenzieeason.com)  
**Culture | Core Values | Vision**



## Table of Contents

<b>Table of Contents .....</b>	<b>2</b>
<b>1.1 Summary of Firm's background .....</b>	<b>3</b>
<b>1.2 Names and Qualifications .....</b>	<b>4</b>
<b>1.3 Firm's Experience .....</b>	<b>7</b>
<b>2.1 Recruitment Strategy .....</b>	<b>11</b>
<b>2.3 Promotional Documents .....</b>	<b>13</b>
<b>2.4 Current Workload .....</b>	<b>18</b>
<b>2.5 Details of Diverse Placements .....</b>	<b>18</b>
<b>3.1 Examples of Successful Placements .....</b>	<b>20</b>
<b>3.2 Timeline of Recent Searches .....</b>	<b>21</b>
<b>3.3 References .....</b>	<b>24</b>
<b>3.4 Current Clients and Similar Services .....</b>	<b>25</b>



## Category 1. Qualifications of The Vendor

### 1.1 Summarize your or the firm's background and history; include number of years in business and scope of services you or your firm provides

Mackenzie Eason was founded as a boutique Executive Search firm with a mission to partner with clients and build lasting relationships focusing on sound recruitment techniques. We wanted a better model and set out to continually evolve using science and research and the best recruitment methods for the betterment of our clients. We have evolved into a consulting and executive search firm focused on Talent Acquisition, Development, Culture, Performance Management, Leadership, and Executive Search. We have been conducting Executive Level searches since 2004, completing over 500 searches-- including Presidents, CEOs, Board Members, and Directors.

Mackenzie Eason has over 18 years of conducting executive searches. Our team of eight has over 60 years of combined experience in Executive Search and Consulting on strategic HR, growth strategy, performance management, talent development, leadership, culture, and executive coaching. We have extensive experience in the public sector working with municipalities and county governments on executive search and consulting to improve their workforce. We are a national firm located in the Dallas-Fort Worth Metroplex with clients across the United States. Due to our processes and using science and research in our model and our outcomes, Mackenzie Eason was chosen in 2021 and 2022 as the only public sector-focused executive search firm in Forbes list of Top Executive Search firms.

**Culture, Core Values, and Vision** is the foundation for all our searches. We understand the importance of each in finding the right candidate for a long-term fit. Science says that "person-environment fit" is a well-established concept; it creates **increased commitment**, which means higher individual performance, and **higher satisfaction**, which means turnover is less likely. Research shows that great "fit" establishes over a 125% productivity gain for clients.

We understand that the best talent in the wrong environment or culture will fail. Talent acquisition is no longer just about finding talent but finding the *Best Talent* that fits within an organization's unique Culture, Core Values, and Vision.

As a boutique firm, we typically represent less than twenty-five searches each year due to the significant amount of time we spend on each search. We have worked with clients of all sizes across various industries, from the public and private sectors to non-profits. Public sector clients include the City of Fort Worth, City of Oklahoma, City of Waco, Denver, Miami-Dade, City of Irving, City of Littleton, Highlands Ranch Metro District, TCU, and USCF. Aetna, Censeo Health, and Danaher are clients we have represented in the private sector. Additionally, we have worked with numerous other industries in financial, transit, construction, architecture, and advertising. We have completed searches from the City Manager to Director roles across every field within the public sector, from law enforcement to water to public works and transit to neighborhood services.

**Culture, Core Values, and Vision** is the foundation for all our searches. We are committed to making our clients better through their people. We know that no matter if it's hiring, growing, or developing leaders... *People* are the most significant factor in every organization's success. Most firms do not use best practices in the research and interviewing phases because they don't know the science and

3023 S. University Dr #230, Fort Worth TX 76109  
888-662-7043 [www.mackenzieeason.com](http://www.mackenzieeason.com)

**Culture | Core Values | Vision**



research behind them; we do, and it is the only way we operate. Because of what we do, our clients outperform in the market.

At Mackenzie Eason, science and research drive our beliefs, represented in our executive search process. We are a 21<sup>st</sup>-century talent firm that utilizes data analytics, industrial-organizational psychology, and science & research for our consulting and executive search.

Our strength relies on our process of reaching the top candidates, no matter the industry, and our ability to help facilitate seamless interviews that find the right candidate. We get the best candidates nationwide by using all three modes of attracting candidates; pro-active outreach, our extensive network, and effective marketing. Our process and consulting throughout the entire process drive us, no matter the engagement. We start by understanding the client's needs, vetting the best candidates, then working with you to ensure you are hiring the best fit.

Our consulting experience will help guide the committee through the best practices, including scientific methods to remove bias, identifying criteria for the prototype candidate, leading them through the interviewing process, and choosing the candidate that will be the best fit for the long-term.

Finally, we utilize processes that proactively research and recruit the best candidates across the United States. This is where we excel and why clients are consistently pleased with the caliber of candidates we bring to a search. The vast majority of search firms rely primarily on candidates that apply for a role. We do not. We believe you have to actively reach out to top passive candidates to have a robust slate of candidates. Our standard process will allow you to thoroughly interview a slate of candidates and have a candidate selected within 90 days.

Our team at Mackenzie Eason will be your first-class consultant for all work on the project if we are selected for this project. We look forward to working with you.

**1.2 Provide the name and qualification(s) for all individuals who will work directly with the City. Clearly identify who will be your Project Lead/ Recruiter, and what the role of each participating individual will be relative to the Little Rock assignment.**

Darien George- President & Partner- Primary Contact with the City of Little Rock  
Abby Ackers- Partner, Head of Recruiting- Primary Search Consultant  
Bios Attached for Darien George and Abby Ackers

Our firm will have two partners working on this search to provide continuity and expertise. Abby Ackers has been with the firm for five years and currently runs the Executive Search division. She has extensive experience in public sector searches with various municipalities, government entities, and counties. Abby will be involved in all phases of the search process.

Darien George will also provide consulting, search execution, final review of candidates, and assist with interviews.

In the last three years, we have only had one staff turnover during Covid, who was on our consulting side. We expect no staff turnover with Darien and Abby being partners in the firm.



## Darien George

Managing Partner

817.668.5870 – Office 888-596-7943 – Fax

[djgeorge@mackenzieeason.com](mailto:djgeorge@mackenzieeason.com)

[www.mackenzieeason.com](http://www.mackenzieeason.com)

Darien George is a thought leader and expert in the talent industry, having spent eighteen years focusing on culture, talent acquisition, talent development, organizational leadership, and organizational change.

Darien is the managing partner and founder of Mackenzie Eason, an executive search and consulting firm, and founder of Talent Metrics, an AI cloud-based software that measures an organization's culture and provides actionable intelligence for executives on how to build a strong culture to improve revenue, retention, and productivity. He has worked with Fortune 50 companies, private equity firms, and top CEO's, successfully executing searches at the C-Suite level from Vice President to Chief Executive Officer and Chairman.

Darien has a deeply held philosophy that all great companies respect talent strategy just as much as they do their business strategy and financial capital. Darien's motivation is to fundamentally change the way organizations do business by focusing on building a strong culture around an organization's talent to produce unparalleled financial results. Darien is a frequent industry-expert media contributor and speaker. Darien believes in the ability to give back to your community and focuses primarily on volunteering with nonprofits that work to help underserved children.

His work success and community activities earned him recognition as a top 40 Under 40 area executive and the 2018 Neighbor of the Year for the City of Fort Worth. In 2019, Darien co-authored Broken Handoff- Saving Your Assets, a breakthrough book with rare and remarkably transparent insights into owning, buying, and selling a business that was published by Brown Books Publishing. In 2020 and 2021 Darien was chosen as one of the Top 400 Influential Executives by FW Inc Magazine for his work through business, philanthropic, and the community.

Darien holds a bachelor of business administration from the University of Texas at Arlington and graduated from the Talent Management Institute at the University of North Carolina at Chapel Hill, the Entrepreneurial Studies Executive Course at London Business School, and the Howard University Sherpa Executive Coaching course. Darien is currently completing his Masters in Industrial & Organizational Psychology at Harvard University. Darien still resides in his hometown of Fort Worth, where he enjoys playing soccer, traveling, and donating his time to local nonprofit organizations. Darien currently most recently served on the Executive Committee of Read Fort Worth and the Fort Worth Public Library Foundation. Darien is married to his wife, Laurie, with two young boys, Harrison and Merritt, and daughter, Madeline.



CULTURE | CORE VALUES | VISION



## Abby Ackers

VP Recruiting

817.409.3555 – Office 888-596-7943 – Fax

[abby@mackenzieeason.com](mailto:abby@mackenzieeason.com)

[www.mackenzieeason.com](http://www.mackenzieeason.com)

Abby Ackers is originally from Whitefish, Montana, where she competitively played golf in the summers and alpine ski raced in the winters through high-school. Abby went to the University of Colorado in Boulder, CO where she played on the Varsity golf team and graduated with a Bachelor of Arts. Abby returned home to Montana to pursue a career in Interior Design before moving over to the corporate world working in land development.

In 2010, Abby relocated to Dallas/ Fort Worth where she has excelled in Sales, Marketing, and Relationship Management working with Omni Hotels & Resorts before transitioning into Executive Search and Consulting with Mackenzie Eason. Abby has a unique ability to easily connect with people, which allows her to quickly find and develop relationships with top notch executive level candidates. Abby is trained in behavioral, top grading, and psychological interviewing.

Abby brings a wealth of experience in relationship management, sales, HR, and recruitment to Mackenzie Eason. Abby conducts searches from Manager, Executive Director, to C-Level across a variety of industries including Non-Profit, Government, and Hospitality.

Abby lives right outside of Fort Worth with her husband and two dogs and enjoys going to their Ranch in west Texas almost every weekend.

mea  
mackenzie eason

CULTURE | CORE VALUES | VISION



**1.3 Describe your or the firm's experience in Executive Level Candidate Recruitment processes. Describe your overall experience with Executive Level Recruitment and Selection services. Please include work such as recruiting (including DEI targeted recruitment), screening, advertising, etc.**

Darien George has been involved in over 500 executive searches at the Director to C-Suite level over the past 18 years. He is a recognized expert in Talent Acquisition, Development, and Culture and a published author by Brown Books Publishing. He has developed proprietary processes for Mackenzie Eason's executive search practice based on research and science that help clients find the right candidate for the role and remove as much bias as possible in the interview process. His love of giving back to his community led to working with municipal governments. If the City has great people, develops great people, and retains great people, the entire community benefits. Darien has certifications and membership as a CPC, PRC, SPHR, and the NAPS. Darien has interviewed, worked with, and consulted public sector clients in municipalities, counties, and states across the nation in previous searches and developed an extensive network that helps develop a slate of top-tier candidates.

Abby Ackers has an extensive background in executive search focused primarily on public sector clients across the United States. She has worked with clients across Texas, Colorado, Oklahoma, Ohio, Florida, Louisiana, and California, to name a few. As a result, she has public sector connections across the United States and is adept at finding the best talent in the market.

We employ an active outreach model based on reaching out to every candidate we identify through our customized research process. The communications cadence is phone and email. Research has consistently found that the best candidates in the market are traditionally *not* actively looking and will only passively look if contacted about a great opportunity. Many firms advertise as having an active outreach model, but their active outreach is typically limited to email and newsletters and relies on applications only. Deleting an email about an opportunity is easy, but having phone conversations to "sell" the role and organization garners interest and allows us to recruit passive candidates more effectively. Speaking to people directly results in a much higher percentage of positive responses. The key components we utilize to identify proficient leaders and qualify candidates include a series of rigorous interviews, background screening, and assessments to determine if they fit the organization's Culture, Core Values, and Vision.

Our executive searches are conducted nationwide through various strategic marketing initiatives to recruit the most talented and qualified candidates from around the country. Research shows that the best candidates are actively recruited from their current roles. We know that a small percentage of candidates that apply could be your next hire, so it is imperative to also advertise and market your opportunity to get the word out about your opportunity. In addition to distributing the position on nationally recognized job posting websites, we also distribute the opportunity to our extensive database and post it on reputable and relevant associations and agencies websites that target their membership via emails, newsletters, and social media. Mackenzie Eason has an applicant tracking system that connects with all major recruitment sites and allows us to connect, track, and communicate with candidates. Our applicant tracking system also allows us to gather EEOC data for each applicant. Each of our partners is certified in EEOC as a Certified Personnel Consultant to understand Mackenzie Eason's and our client's legal implications in recruitment.

Mackenzie Eason will consult with you to design an interview within your organization's current process that utilizes best practices to find fit versus likability. Certain people are natural extroverts and interview better than others, but this does not predict fit or success within a role. Science shows that the top three things that give you the highest percentage of finding the right fit are a structured interview process, utilizing various assessments that indicate personality, motivators, behavior, and I.Q., and assessing candidates through case studies and work scenarios. We will help devise a series of validated interview techniques based on the job analysis to help statistically predict the candidate's success in the role.

The first phase of our model is the due diligence phase. We meet with you, the client, to understand the culture, parameters, skills needed, where the organization is headed, and previous successes and failures in the role.

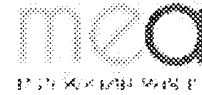
Next, we identify candidates based on the committee's input about character traits, experiences, and skillsets needed to help us develop a model profile of the ideal candidate. We use this profile to target industries and candidates in our research phase. In the research phase, we research candidates based on their background, experiences, skill set, and successes.

During the search execution phase, we actively reach out to our network, targeting candidates from our research, contacting candidates already in our database, and marketing the opportunity through job postings, associations, and our network. Through a series of interviews and top-grading, we gauge a candidate's experiences and skillset, identify patterns or red flags, and understand their core values that developed throughout their lives to truly understand a candidate's thought process, or the "why," throughout their life. Additionally, we measure a candidate's soft skills and self-awareness through psychological interviewing. We developed a Leadership Scorecard, the model we view all candidates through for your search. We specifically target these during the interview process to gauge their leadership effectiveness.



Figure 1- Leadership Scorecard





Included in all of our searches, we utilize various assessments on the final pool of candidates- Myers Briggs (personality), DISC (behavior), a Motivators assessment, the Big Five Personality test, a General Cognitive I.Q. assessment, and specific cognitive assessments related to job analysis. We use these assessments during the interview process by developing questions around the candidate's unique strengths and weaknesses to identify the right fit.

Finally, we provide a final slate of candidates that we believe have the experience and skill set that would be a great fit within the organization. We then help facilitate all logistics of the interviews, including booking the candidate's travel, creating itinerary and agendas, preparing interview questions, and developing case studies.

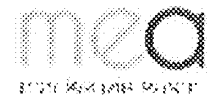
Part of our process is ensuring that candidates understand your organization, the role, the culture, why the opportunity is vacant, potential issues, and information about the City, community, and the organization's benefits package. We successfully do this by building a 'Digital Prospectus' that is a unique URL for your search that includes all this information. A sample digital prospectus can be found at [www.mackenzieopening.com](http://www.mackenzieopening.com).

If possible, we meet with our clients face-to-face to gather information on the organization, the vision, the culture, and the specific details about the search and to explore the community. As part of this process, we have developed something only used at Mackenzie Eason called the Litmus Test Hiring Traits. This technique was created to go beyond the job description to help our clients and us understand the nuances of the candidate that will be the best fit for now and the future. We lead each client through this exercise at the beginning of each search. We use this throughout the process to ascertain if a candidate is a fit to move forward, develop questions for the final interviews, and gauge if the candidate is the right fit or just 'likable.' This process is beneficial because while the actual job description might not change, the nuances of what is needed in the future candidate and role often do change.

We partner with our clients to thoroughly understand their culture and organizational vision from the onset of the engagement, tailoring the search to identify candidates that will fit seamlessly into an organization and ensure long-term success. We know clients rely on us for our extensive network, unparalleled industry knowledge, proven results, and our complete understanding of their needs. Cultivating our client relationships elevates the level of service we bring to each engagement. We can do this through transparency and multiple communication channels and spending time upfront meeting face-to-face to understand the client. Additionally, we pride ourselves in truly partnering with our clients and providing advice and consulting that goes far beyond the value of an executive search.

In our quest to continue to innovate and strive to produce results for our clients, we realize that open, transparent communication throughout the search process is integral to a modern successful search process. Therefore, we share a secure online portal that allows 24/7 communication and oversight with the board and search committee. The portal includes the candidates' resumes/ curriculum vitae, personal information, previous and current job experience, education, internal notes, and assessment documents available for the search committee to view. This allows seamless communication between our firm and you, the client. The search committee or hiring manager can see where we are with candidates at any time and write notes or questions, so there is no confusion during the process. You can see how many candidates have been interviewed, are interested, have declined, and our thoughts

3023 S. University Dr #230, Fort Worth TX 76109  
888-662-7043 [www.mackenzieeason.com](http://www.mackenzieeason.com)  
**Culture | Core Values | Vision**



on each candidate. Additionally, we conduct regular check-ins with the client to give feedback, inform them of our progress, and update them on any roadblocks. We understand that a lack of transparent communication is the most frustrating thing when working with search firms, and we strive to ensure that it will never be a problem.

Finally, once we have identified qualified candidates, we deliver a packet on each candidate that includes detailed biography, resume/C.V., and assessments. Next, we schedule a convenient time with the search committee to review the candidates and guide them through evaluating which ones to move forward with for interviews. We then handle all logistics in setting up the interview schedule, the interview questions and rating sheets, any travel logistics or scheduling of a video platform, and then sit through interviews with the search committee. Finally, after the various interviews have been completed, we facilitate discussions amongst the search committee to choose the right candidate and successfully negotiate a fair offer for both parties.

As a concept, diversity & inclusion involve creating an environment and culture where employees learn from the differences of their peers and draw on the unique backgrounds they each bring to the table to create an inclusive corporation. A more diverse organization is proven to better understand the demographics of the marketplace and is better equipped to provide the necessary services to its constituents.

Since our inception, Mackenzie Eason has been dedicated to sourcing and securing the most qualified candidates for our clients while carefully selecting candidates that will develop a more inclusive workplace. We fully understand that creating a diverse workforce is not simply a goal for our clients, but that it is an investment that contributes directly to the long-term success of their organizations. That is why Mackenzie Eason is known for sourcing and presenting a diverse set of candidates.

Mackenzie Eason works with our clients to integrate their diversity and inclusion initiatives into our strategic plan to source candidates that will complement their existing workforce, contributing a broader range of ideas and perspectives. This continued effort has led us to directly impact our clients' success in today's increasingly diverse marketplace. Our data shows that we have delivered on diversity and talent throughout our history. Across all searches, initial candidates presented are 59% diverse, 70% of finalists are diverse, and 68% of candidates hired by our clients are diverse.

## **Category 2. Capability of the Vendor**

### **2.1 Describe your recruitment strategy involving national searches for Department Director positions in a municipality, or county government.**

Ultimately, our role is to help guide the search committee and provide valuable feedback so there are minimal complications throughout the process. We use our Executive Search & Talent Management expertise to help craft the proper strategy to find the right person. Once the search begins, our role is to work with Human Resources and/ or the search committee to develop a job description, devise a sourcing strategy, and create a prototype for the ideal candidate. Once we have developed the basics for the search, our job is to find the most viable, top candidates and convince them that your organization is the place they want to work, and your community is where they want to live.

Our philosophy is that we work for the client, not the candidates. Therefore, our interest lies with your organization to find and place the candidate that fits in terms of culture, experience, and longevity.

Our job is to complete a national search; however, each search is unique in the type of recruitment strategy. Oftentimes, knowledge of local and state laws means that a candidate from the area or state would be best suited, while other times, candidates need to know a particular industry such as water or public works, which can be found nationwide. Additionally, the size of the city is an important factor as capital delivery or utilities would be significantly different for a large city versus a rural town or suburb. All of these are considered as we develop our strategy for researching and executing any executive-level search. Once we have identified a cohesive strategy, we research candidates across the United States based on the particular experience needed, desired traits, and pertinent specifics regarding the Director level search.

One of the keys to Mackenzie Eason's success is our ability to research and actively reach out to top *passive* candidates using a variety of networks, databases, LinkedIn Professional Recruiter, Hoovers, and specific public sector sites. No other search firm in the public sector space utilizes a research and active outreach model like ours. It is the reason for our success in finding top talent across the United States.

An example of a recent strategy for a Director of Neighborhood Services was conducted nationwide through various strategic initiatives to recruit the most talented and qualified candidates from around the country. Our strategy targeted executives within the private, public, consulting, and government sectors with breadth and depth in Neighborhood Services, Affordable Housing, Community Development, and Human Services. We carefully researched, contacted, and screened Directors of comparable city sizes and counties, as well as Assistant Directors of the largest municipalities in the country, realizing there are various forms, functions, and titles of Neighborhood Services departments depending on the needs of each city and county. We also focused our marketing and recruiting efforts on Executive Directors of prominent housing authorities and neighborhood development and affordable housing consultants within the private and non-profit sectors.

## **2.2 Detail the resources available to develop professionally designed recruitment announcements**

Mackenzie Eason has a long-standing partnership with a nationally renowned advertising agency to advise us on the best methods for marketing and advertising. We know it is vital that candidates from around the country understand why Little Rock is where they would want to work and live. We are the only firm that develops an interactive 'brochure' or digital prospectus for your search. We live in a visual society where everything is available on our phones and laptops. Sending over a brochure that is a PDF does not sell Little Rock; however, building an interactive website dedicated to your search does.

Part of our process is ensuring that candidates and their families understand your organization, the role, the Culture, why the opportunity is open, background and history, potential issues, information about the City and area, and the organization's benefits package. We successfully do this by building a 'Digital Prospectus' that is a unique URL for your search that includes all this information.

Sample digital prospectus can be found at:

[www.mackenzieopening.com](http://www.mackenzieopening.com)

[www.meaposition.com](http://www.meaposition.com)

[www.meaposting.com](http://www.meaposting.com)

Due to our use of best practices when marketing your role, our firm speaks with more than 150 candidates on average in every search. As a result, we typically have over 30 highly qualified and interested candidates, with an average of eight top-tier, diverse candidates presented and four finalist's per search.

100% of the searches we have conducted in the past five years have been completed with one of our finalists placed with the client, often hiring more than one finalist into the organization. In the past four years, we have conducted over 50 searches. During that time, we have only exercised our guarantee to replace a candidate twice. Over the past five years, we have a 92% retention rate of placed candidates who are still with the client. Over the last seven years, 86% of candidates placed are still with the client.

**2.3 Provide at least three promotional documents/brochures/advertisements used in recent recruitment campaigns.**

Sample digital prospectus can be found at:

[www.mackenzieopening.com](http://www.mackenzieopening.com)

[www.meaposition.com](http://www.meaposition.com)

[www.meaposting.com](http://www.meaposting.com)

***Below is an example of wording for a job opportunity description included in a previous digital prospectus.***

Mackenzie Eason & Associates has been retained by the City of Fort Worth to help recruit the next Director of Neighborhood Services. Reporting to the Assistant City Manager, the Neighborhood Services Director will provide leadership over the Neighborhood Services Department to promote and protect the health, safety and welfare of the citizens of Fort Worth. The Department is led by the Director, in conjunction with two Assistant Directors and a Senior Administrative Services Manager.

The Neighborhood Services Department's mission is to enhance the quality of life for residents by strengthening neighborhoods through services and partnerships in Fort Worth and surrounding areas. The Neighborhood Services Department promotes economic independence, sustainable housing, and healthy successful neighborhoods by partnering with residents, businesses, non-profit and government agencies, through community development, life enriching programs, and social services.

The vision for the Neighborhood Services Department is to assist the City of Fort Worth in its continuing mission to be "the most livable and best managed city in the country" and aspire to become an organization of national prominence; being recognized for taking holistic and innovative approaches towards enhancing the quality of life for Fort Worth's residents. The department will be the critical linchpin in reshaping and revitalizing Fort Worth's most challenged neighborhoods by providing solutions and services that empower residents and the neighborhoods in which they reside and aid in their ability to be self-sustaining as individuals and communities.

### **The Opportunity**

The next Director of Neighborhood Services will serve as a front-facing representative of the department, interacting with the executive leadership of the City, elected officials and various community and non-profit leaders. This person will be a principal adviser to the Assistant City Manager on strategic policy and budget matters and also be the lead role in long-term operational planning for the department. The Director will oversee the day-to-day operations and management and provide leadership to a multi-disciplinary team to maximize the livability and enhancements to the City. To do so, the Neighborhood Services Department, in conjunction with the Housing Finance Corporation, Community Development Council and Community Action Partners Council, administers a number of programs aimed at improving neighborhoods:

#### **Grant-Based Community Development Programs**

- Community Development Block Grants
- \* HOME Investment Partnership Program
- \* Neighborhood Empowerment Zone Program
- \* Facade Improvement Program
- \* Lead Hazard Removal Program
- \* Emergency Solutions Grants
- Housing Opportunities for people with AIDS

#### **Human Services Programs**

- Community Action Partners
- \* community Services Block Grants
- Comprehensive Emergency Assistance Programs
- \* Volunteer Income Tax Assistance Programs

- \* Weatherization Assistance Programs
- Veterans Assistance Programs
- \* (9) Community Centers

### **Neighborhood Improvement, Outreach & Ancillaries**

- Neighborhood Improvement Fund Strategy
- Alleyway Maintenance Program
- \* Community Education

The Director is a critical role in shaping the Neighborhood Services Department into a national model for community development and neighborhood revitalization within the next 3-5 years. The best candidate will be able to demonstrate their suitability for this role by quantifying how they can lead the department to reach the following objectives:

- Expand the department's capacity to create new public-private collaborations with major philanthropic organizations, banks and other non-profit organizations
- Acquire new grants that will support major neighborhood organizations
- \* Identify new innovations that focus on addressing and eliminating systemic barriers that negatively impacting neighborhood vitality and revitalization
- \* Maximize and leverage resources to generate positive outcomes in targeted areas across the City of Fort Worth

Some challenges to be addressed over the next 3-5 years include:

- Unsteady outlook on Federal funding - looming threat of potential federal budget cuts across all grant funding streams (HUD-CDBG, HHS, etc.)
- Adverse impacts on expanding the supply of affordable housing via tax credit pricing, higher interest rates, high impact fees & permit fees and increased construction costs
- Inadequate physical space for staff currently spread across several locations. Need space for case managers, Customer Care Center, VITA program staff
- Affordable housing investments impacts on working-class and homeless residents:
  - Demand continues to increase
  - Current state policies impact local ability to determine best locations (e.g., High Opportunity Areas, tax credit applications)
  - Need better data to understand the factors driving the increase in homelessness numbers, so that strategies/ services to mitigate/ prevent can be expanded

The Director will lead the efforts to develop and implement a 3-year strategic plan for the Department focusing on:

### **Neighborhood Development and Community Resources**

- Identify opportunities for disposal of property inventory for single-family infill development
- Refinement of tax credit policies
- \* Completion of "legacy" projects

- Implement Human Services Strategy to compliment areas targeted for improvement funding and/or revitalization

### **Planning and Resource Management**

- Develop Capital Improvement Plan for Community Centers
- Create a long-term strategy for HOME funds commitment
- Identify additional funding sources to enhance community revitalization and human capital development

### **Neighborhood Stabilization and Education**

- Develop long-term approach for systemic neighborhood issues (e.g., blight, crime)
- Develop and implement long range planning of social systems in communities identified for revitalization
- Identify improvements for the Alleyway Maintenance Program
- Integrate marketing and outreach strategies for all of NSD programs and services

### **The Ideal Candidate**

The next Director should have solid familiarity with federal housing and community development programs in an urban setting with significant experience in Neighborhood Improvement and Community Revitalization programs, affordable housing finance options, tax credits and grants programs and strategic leadership that fosters encouragement and collaboration among team members. Project management experience involving the use of the aforementioned programs as well as other financial tools is highly preferred.

The next Director must be a **collaborative, innovative, astute** professional who is adept in operating in a fast-paced environment. The successful candidate should exhibit strong personal leadership skills that can **mentor** a young and talented team and increase department performance. They should have a passion for working in challenged communities that is balanced with objectivity and pragmatism. Lastly, they must be able to build consensus among multiple and very diverse constituencies both internally and externally.

The ideal candidate will possess experience, knowledge and skills in the following areas:

- Successful and strong leadership and supervisory experience that can boost and maintain positive employee morale and to inspire them to maximize their performance and consistently provide the highest level of internal/ external customer service
- Successful annual budget preparation and reporting, as well as policies and procedures development and implementation that reinforce the goals and mission of the City
- Significant experience in administration of state and federally funded programs, including eligibility requirements and reporting requirements - especially as it relates to HUD programs such as Community Development Block Grants (CDBG) and the HOME Investment Partnership (HOME) Programs and Health and Human Services Programs such as Community Services Block Grant and LIHEAP
- Strong capabilities in real estate development, specifically affordable/ workforce housing and mixed use development



- \* Extensive knowledge of both conventional and public financing tools such as Low Income Housing Tax Credits, New Market Tax Credits and other financing structures
- \* Proficient in financial analysis in real estate transactions
- \* Robust track record of collaboration and building strong partnerships with non-profits, community organizations, neighborhood groups, City departments, and other governmental agencies
- Solid negotiation skills in a broad range of project-related and administrative functions
- Appreciable affinity for working in a multi-discipline community development environment/ organization serving specific populations
- \* Considerable understanding of neighborhood revitalization principles and investment in economically and socially underserved/ challenged communities

Other helpful and honed skills include:

- \* Managing organizational change through the development and implementation of departmental goals, objectives, policies and priorities for each assigned service area
- \* Methods and techniques of statistical data collection and analysis
- Principles and practices of municipal budget preparation, financial reporting and administration
- Liaising with multiple community, governmental and political entities
- Solid familiarity with federal housing and community development programs (e.g., CDBG, HOME, etc.) and financing in an urban setting
- Exhibit strong personal leadership skills
- \* Passion for working in challenged communities
- Be able to build consensus among multiple and very diverse constituencies both internally and externally
- \* Municipal government operations and functions
- \* Principles and techniques of planning and development
- \* Regulatory methods relating to zoning, property maintenance, and environment and health codes
- \* Federal grant management requirements and compliance methods
- \* Housing rehabilitation programs
- State, Federal, and local laws, ordinances, and policies

**2.4 Describe your current workload. Discuss any conflict with availability to begin as soon as a contract is signed and referral of candidates within three (3) months.**

Mackenzie Eason has the current bandwidth to begin and complete this project in our standard time frame of 90 days from beginning to end with a candidate successfully signed. In addition, our full-time search consultants never work on more than four searches at any time, which gives us significant bandwidth on each engagement to actively recruit candidates from across the United States. We anticipate no issues with being able to start immediately and finish within ninety days through the end of the year based on current forecasts with our existing clients and their upcoming needs.

**2.5 Please provide details of executive-level searches resulting in placement of diverse (race and sex) candidates.**

As a concept, diversity & inclusion involve creating an environment and culture where employees learn from the differences of their peers and draw on the unique backgrounds they each bring to the table to create an inclusive corporation. A more diverse organization is proven to better understand the demographics of the marketplace and is better equipped to provide the necessary services to its constituents.

Since our inception, Mackenzie Eason Associates has been dedicated to sourcing and securing the most qualified candidates for our clients while carefully selecting candidates that will develop a more inclusive workplace. We fully understand that creating a diverse workforce is not simply a goal for our clients, but that it is an investment that contributes directly to the long-term success of their organizations. That is why Mackenzie Eason is known for sourcing and presenting a diverse set of candidates.

Mackenzie Eason works with our clients to integrate their diversity and inclusion initiatives into our strategic plan to source candidates that will complement their existing workforce, contributing a broader range of ideas and perspectives. This continued effort has led us to directly impact our clients' success in today's increasingly diverse marketplace.

Our numbers show that we have delivered on diversity and talent throughout our history. Across all searches, initial candidates presented are 59% diverse, 70% of finalists are diverse, and 68% of candidates hired by our clients are diverse.

**Sample of search diversity across a variety of searches.**

<b>Recruitment</b>	<b># Presented</b>	<b># Diverse</b>	<b>Percent</b>	<b># Finalists</b>	<b># Diverse</b>	<b>Percent</b>
Diversity and Inclusion Director	15	12	80%	6	6	100%
Police Monitor	9	5	56%	5	4	80%
TPW Director	14	9	64%	11	6	55%
Neighborhood Services Director	7	7	100%	5	5	100%
TPW-AD of Capital Delivery	5	2	40%	4	2	50%
TPW-AD of Traffic	10	4	40%	5	4	80%
City Marshal	10	4	40%	6	4	67%
Fire Chief	11	5	46%	7	3	43%
HR- AD of HRIS & TA	11	8	73%	5	4	80%
Library Director	10	6	60%	5	4	80%
Senior Accountant	6	4	67%	6	4	67%
Water Director	9	6	67%	5	4	80%
AD Neighborhood Services	10	8	80%	5	4	80%
CFO	10	4	40%	5	4	80%
Regional Mobility Officer	11	5	46%	6	4	67%
Animal Shelter Superintendent	9	5	56%	5	3	60%
Deputy Director of Water	9	4	44%	5	3	60%
Talent Acquisition Manager	16	10	63%	8	7	88%
<b>Total</b>	<b>182</b>	<b>108</b>		<b>104</b>	<b>75</b>	
<b>% of Diverse Candidates</b>		<b>59%</b>			<b>72%</b>	

**3.1 Provide two or more recent examples of successful placements of Department Directors in governmental agencies the same size of Little Rock.**

- Assistant City Manager- *City of Waco*
- Deputy Director Public Works & Utilities- *City of Littleton*
- Chief Human Resources Officer- *City of Oklahoma*
- City Engineer- *City and County of Denver- Department of Transportation, Infrastructure, & Transit*
- City Manager- *Highlands Ranch Metro District*
- Chief Urban Design Officer- *City and County of Denver- Community Planning and Development Department*
- Director of Transportation and Public Works- *City of Fort Worth*
- Chief Building Officer- *City and County of Denver- Community Planning & Development*
- Transit Director- *City and County of Denver- Department of Transportation, Infrastructure, & Transit*
- Chief Financial Officer- *City and County of Denver- Department of Transportation, Infrastructure, & Transit*
- Director of Solid Waste Management- *City and County of Denver*
- COO & Deputy Director Chief Transit Officer- *Miami-Dade County- DPWT*
- Chief Mobility & Innovation Officer- *City of Fort Worth*
- Chief Financial Officer – *City of Fort Worth*
- Planning & Data Analytics Director- *City of Fort Worth*
- Diversity & Inclusion Officer- *City of Fort Worth*
- Director of Neighborhood Services- *City of Fort Worth*
- Assistant Director of Neighborhood Services- *City of Fort Worth*
- Assistant Director of Transportation & Public Works- *City of Fort Worth*
- Fire Chief- *City of Fort Worth*
- Library Director- *City of Fort Worth*
- Regional Mobility Officer- *City of Fort Worth*
- Assistant Director of Capital Delivery- *City of Fort Worth*

- Assistant Director of HR- HRIS- *City of Fort Worth*
- Police Oversight Monitor Officer- *City of Fort Worth*
- Water Director- *City of Fort Worth*
- Deputy Director- Water – *City of Fort Worth*
- Chief Human Resources Officer- *City of Fort Worth*

### 3.2 Provide examples of timelines for two recent searches.

Chief Urban Design Officer- *City and County of Denver- Community Planning and Development Department – 89 Days*

Chief Human Resources Officer- *City of Fort Worth 88 Days*

#### **Process & Timeline**

##### **I. Due Diligence Timeline: Week 1**

###### **Timeline:**

- **Chief Urban Design Officer- *City and County of Denver- Community Planning and Development Department – 5 Days***
- **Chief Human Resources Officer- *City of Fort Worth 7 Days***
- Conduct Interviews with the Committee, Executives & Key Leaders, and Board to determine parameters, culture, internal & external politics, and overall direction for search.
- To begin each engagement, we develop a comprehensive executive assessment for the client that leads to a highly customized strategy for search execution. In addition to examining specific client needs, our partners thoroughly analyze market and compensation trends and create an industry-specific candidate profile. We are also committed to providing our clients with a diverse range of qualified candidates, incorporating each client's diversity and inclusion initiatives directly into our strategic plan.
- We help the client identify the character traits and skillsets needed to develop a profile of the perfect candidate. Then, we use this profile to target industries and candidates in our research phase.
- Provide consultant feedback on differences of opinion garnered from interviews and suggest final parameters for the most successful search process. Address any potential roadblocks, politics, and expectations by the search committee.
- Set timelines, establish clear communication channels, and finalize the ideal candidate profile.

- Develop a custom Digital Prospectus combining information on the community, history of the organization, ideal candidate profile, vision and goals of the organization and role, issues the candidate will encounter, and basic compensation and benefits package that is easily shared with qualified candidates via a unique URL website.

## II. Targeted Approach Timeline: Week 2

### Timeline:

- **Chief Urban Design Officer- *City and County of Denver- Community Planning and Development Department – 4 Days***
- **Chief Human Resources Officer- *City of Fort Worth 4 Days***
- Once the executive assessment stage has been completed, we move into the research phase, where we conduct exhaustive research, with each search typically spending 25 to 30 hours per engagement. Our firm has access to leading proprietary databases and services that allow us to extend our search well beyond even the largest personal network and provide clients with a more global reach, as well as a highly diverse talent pool.
- Beyond our targeted research and active outreach to individual candidates, we also utilize our own Applicant Tracking System to promote the job nationally via every major job board, such as Indeed, ZipRecruiter, and LinkedIn, posted on over 25 local and national job boards, as well any industry-specific boards.

## III. Search Execution Timeline: Week 3-8.

### Timeline:

- **Chief Urban Design Officer- *City and County of Denver- Community Planning and Development Department – 48 Days***
- **Chief Human Resources Officer- *City of Fort Worth – 54 Days***
- Contact each candidate individually, set a time to pitch position, and gauge interest level.
- Our partners conduct an in-depth assessment of each candidate and pre-reference screening. *The selection process can be further refined based on client feedback on this first round of candidates.*
- Thoroughly interview and vet each candidate using in-depth behavioral, psychological, and top-grading interview techniques. Conduct both formal and backdoor background checks, and provide written notes and summary of candidates for committee updates.
- Exclusive to our Executive Search, clients will have access to our proprietary database to follow along with your search 24/7.

- Mackenzie Eason clients can expect an average of eight or more extremely qualified, vetted, and referenced candidates based on the profile and strategy developed by MEA.

Provide a final list of top candidates to the Search Committee and present each candidate's strengths and weaknesses along with each candidate's commitment level. (Week 5-6)

#### IV. Candidate Selection Timeline: Week 8-12

##### Timeline:

- **Chief Urban Design Officer- City and County of Denver- Community Planning and Development Department – 32 Days**
- **Chief Human Resources Officer- City of Fort Worth – 23 Days**
- Final candidate selection is based on our rigorous interviewing, assessment testing, and background reference checking.
- Consult with search committee to narrow down candidates to finalists.
- Prepare initial interviews with candidates and search committee; typically conducted via conference call/video interview. Provide direction, if needed, to the search committee on interview techniques, questions, and strategy.
- Prepare Itineraries for finalists, book travel arrangements, and prepare the search committee for final interviews. Schedule itinerary to include a community tour, meet with key leaders in the community, dinners, and interviews.
- Mackenzie Eason helps design a comprehensive interview process built around the client's needs and uses best practices to find the candidate that is the best fit for the organization. In addition, a partner can be made available to assist in final client interviews to provide feedback on each finalist.
- Once an ideal candidate is selected, our partners work closely with the client throughout the referencing and negotiation process to help ensure a smooth transition from prospective candidate to employee.

#### V. Follow Up

- The partners at MEA know that our responsibility to our clients does not stop with the placement of a candidate – it extends to the impact of the selected candidate on the overall organization. Therefore, not only does our due diligence upfront help to ensure the placement of a candidate that will succeed within the organizational culture and structure, but we also continue our consultative services post-placement to ensure the successful integration of the candidate and a positive impact on the organization.

3023 S. University Dr #230, Fort Worth TX 76109  
888-662-7043 [www.mackenzieeason.com](http://www.mackenzieeason.com)

**Culture | Core Values | Vision**

**3.3 Provide a list of at least three (3) references for which you or your firm have performed this service. Names, addresses, and phone numbers of contact person(s) within these three organizations must be provided.**

Jay Chapa, Former Deputy City Manager  
City of Fort Worth, TX  
[jchapa@icstrategiesolutions.com](mailto:jchapa@icstrategiesolutions.com)  
682-432-4846

Nathan Gregory, Deputy Director of Human Resources  
City of Fort Worth, TX  
[nathan.gregory@fortworthtexas.gov](mailto:nathan.gregory@fortworthtexas.gov)  
817-392-7847

Eulois Cleckley, Executive Director  
Miami Dade County- Department of Transportation and Infrastructure  
[eulois.cleckley@miamidade.gov](mailto:eulois.cleckley@miamidade.gov)  
720-865-8712

Nick Williams, Chief of Staff  
City & County of Denver, CO- DOTI  
[nicholas\\_williams@denvergov.org](mailto:nicholas_williams@denvergov.org)  
214-403-8510

Lisa Blackmon, Assistant City Manager  
City of Waco, TX  
[lblackmon@wacotx.gov](mailto:lblackmon@wacotx.gov)  
707-815-3689

Laura Aldrete, Executive Director  
City & County of Denver, CO- Community Planning & Development  
[Laura.aldrate@denvergov.org](mailto:Laura.aldrate@denvergov.org)  
720-865-2913

Keith Reester, Public Works & Utilities Director  
City of Littleton, CO  
[kreester@littletongov.org](mailto:kreester@littletongov.org)  
303-795-3866

Kenton Tsoodle, CEO  
Oklahoma City, OK  
Alliance for Economic Development of OKC, Former Assistant City Manager- OKC  
[kentontsoodle@gmail.com](mailto:kentontsoodle@gmail.com)  
405-301-0118





Craig Freeman, City Manager  
City of Oklahoma City  
[craig.freeman@okc.gov](mailto:craig.freeman@okc.gov)  
405-297-2345

**3.4 Please include a list of entities for which you are currently performing services similar to those noted in this document and the type of services provided.**

City of Irving, Texas- Executive Search- Assistant Director of Public Works

City of Irving, Texas- Executive Search- Senior Civil Engineer- Water Utilities

Chief Human Resources- Executive Search- Dept of Transit and Public Works- Miami-Dade County

Highlands Ranch Metro District- Executive Search- General Manager

### **Sample of Searches conducted over the last 2+ years for clients in Public Sector**

- Water Director- *City of Fort Worth*
- Deputy Director- Water – *City of Fort Worth*
- Chief Human Resources Officer- *City of Fort Worth*
- Chief Mobility & Innovation Officer- *City of Fort Worth*
- Chief Financial Officer – *City of Fort Worth*
- Planning & Data Analytics Director- *City of Fort Worth*
- Director of Transportation and Public Works– *City of Fort Worth*
- Diversity & Inclusion Officer- *City of Fort Worth*
- Director of Neighborhood Services- *City of Fort Worth*
- Assistant Director of Neighborhood Services- *City of Fort Worth*
- Assistant Director of Transportation & Public Works- *City of Fort Worth*
- Fire Chief- *City of Fort Worth*
- Library Director- *City of Fort Worth*
- Regional Mobility Officer- *City of Fort Worth*
- Assistant Director of Capital Delivery- *City of Fort Worth*
- Assistant Director of HR- HRIS- *City of Fort Worth*
- Police Oversight Monitor Officer- *City of Fort Worth*
- COO & Deputy Director Chief Transit Officer- *Miami-Dade County- DPWT*
- Transit Director- *City and County of Denver- Department of Transportation, Infrastructure, & Transit*
- Chief Financial Officer- *City and County of Denver- Department of Transportation, Infrastructure, & Transit*
- City Engineer- *City and County of Denver- Department of Transportation, Infrastructure, & Transit*
- Director of Solid Waste Management- *City and County of Denver*
- Assistant City Manager- *City of Waco*
- Chief Urban Design Officer- *City and County of Denver- Community Planning and Development Department*

- Chief Building Officer- *City and County of Denver- Community Planning & Development*
- Deputy Director Public Works & Utilities- *City of Littleton*
- Chief Human Resources Officer- *City of Oklahoma*

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/22/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: InsureZone.com of Texas Inc
550 Bailey Ave., Ste 150
Fort Worth, TX 76107
866 243-5934
INSURED: MACKENZIE EASON & ASSOCIATES
3023 UNIVERSITY DR STE 230
Fort Worth, TX 76109
INSURER(S) AFFORDING COVERAGE:
INSURER A: Hiscox Insurance Company
INSURER B: Employers Preferred Ins Co
INSURER C: Technology Insurance Company Inc

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDRESS, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Rows include Commercial General Liability, Automobile Liability, Workers Compensation and Employers' Liability, Prof. Liability, and Cyber Coverage.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is shown as additional insured as their interest may appear.

CERTIFICATE HOLDER: City of Little Rock- Human Resource Dept
Attn Stacey Witherell
500 West Markham, Suite 130W
Little Rock, AR 72201
CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE: John F. Reynolds