



City of Seattle

Michael Patrick McGinn, Mayor

Personnel Department

Mark M. McDermott, Personnel Director

MEMORANDUM

DATE: January 11, 2010

TO: Kate Joncas, Co-Chair – 2010 Chief of Police Search Committee
Charles Rolland, Co-Chair – 2010 Chief of Police Search Committee

FROM: Pam Inch - Employment Manager, Employment Services - Personnel

SUBJECT: Recommendations Executive Search Firms – Police Chief

The purpose of this memorandum is to evaluate vendor proposals to provide executive search services to aid the City in the selection of a Police Chief. At your request a vendor recommendation is forwarded based upon background and analysis.

Section 2 of Article 6 of the City Charter states that the Police chief, "...shall be selected from among the three highest ranking candidates in a competitive examination to be conducted under the direction of the Mayor." The recruitment and selection process for the Police Chief has multiple components requiring an in-depth knowledge of the police executive role as well as policing in general. Additionally the timeframe for selection set forth by the Mayor requires an efficient process that maximizes committee time and effort. A third party executive search consultant with expertise in policing and the police executive search process is an essential resource in meeting the City's objectives as well as promote a fair and effective selection process.

The City will formally begin the search for a new Police Chief in January 2010 with the goal of submitting finalists to the Mayor for consideration in May. The City desires to partner with a firm that can generate a pool of qualified, experienced and diverse talent; provide insight and counsel to construct an effective, efficient and transparent selection process; effectively screen candidates for consideration and assist in candidate management through the interview and offer negotiation process.

Background

Initial planning for the Police Chief search began in June 2009. The Office of Policy Management (OPM) conducted a Request for Information process to identify potential third party search consultants. Consultants with expertise in police executive recruitment were invited to submit proposals. As part of the process internet research was conducted to identify a qualified Women and Minority Business Enterprise (WMBE). Despite an exhaustive search we were unable to identify a WMBE vendor who specialized in police executive recruitment or who met the City's selection criteria.

In August 2009 the City received twelve (12) proposals to provide executive search services for a Police Chief. Firms submitting proposals were: Bob Murray & Associates; International Association of Chiefs of Police; KRW Associates LLC; Karras Consulting; MTG Management Consultants, LLC; The Mercer Group, Inc.; The PAR Groups; Police Executive Research Forum; Prothman; Slavin Management Consultants; Waldron & Company; and Waters-Oldani Executive Recruitment. The firms all have conducted a police chief search, specialize in public sector recruitment; proposed consulting fees between \$19,500 and \$42,850 and committed to complete the project from three (3) to six (6) months from contract approval.

Services typically contained within the proposals include:

- *Candidate profile development* – comprehensive review of job duties and performance expectations of key stakeholders. The profile is utilized to recruit, screen and select candidates.
- *Advertising/Marketing* – publicize job opportunity via print and electronic media. Recruitment strategies include direct mail, advertising in trade magazines, posting to police association job boards, networking and outreach.
- *Candidate generation* – encouraging qualified individuals to submit applications.
- *Candidate screening* – based on candidate profile identify an initial pool of diverse competitive candidates.
- *Candidate evaluation* – conduct interviews, preliminary background check, public record search and assessment to identify a small group of semi-finalists.
- *Identification of finalists* – in conjunction with the selection committee, identifies a slate of candidates for formal interviews.
- *Interview assistance* – provide consultative service regarding development of interview questions to adequately test finalist qualifications, as well as, interview protocol and administration.
- *Negotiation* – communicate with selected finalist regarding offer and acceptance. Complete required verifications including in-depth criminal history check.
- *Project management* – monitor process and communicate completion of milestones to City.

Consistent among proposals is that the vendor is solely responsible for candidate generation, screening, evaluation and negotiation. In the remaining areas the vendors propose a variety of partnership arrangements some in which the vendor performs the majority of duties and others in which responsibility is equally shared.

In September 2009 the Police Chief search was temporally suspended pending the election of a new Mayor. In December 2009 the Police Chief search resumed. At the request of the co-chairs a re-examination of the original twelve (12) proposals was conducted and top proposals identified.

Criteria

Incorporating input from the current committee co-chairs, the second vendor analysis expanded on the original criteria and determined that the City would best be served by a third party vendor that can best:

- Augment City resources
- Provide expertise in candidate profile development
- Conduct an effective and efficient recruitment process that produces a qualified and diverse applicant pool
- Screen applicants appropriately utilizing an effective qualification evaluation
- Collaborates with the committee and City

Additionally, the City would also be served by drawing upon the experience of other cities of similar size in search planning, candidate profiles and communication with stakeholders.

Finally, top candidates need to have confidence that their interest and/or application are kept confidential until they have been identified as a finalist in the City's competitive exam process. Potential candidates need to balance their commitment to current constituents with their desire to pursue this career opportunity. Top candidate's interest will be influenced by the reputation of the search consultant as well as when in the process candidates under consideration will be made public.

Analysis

Of the firms presenting proposals three firms have significant recent experience in conducting Police Chief searches for similar sized cities and search complexity.

Slavin Management Consultants (Slavin). Slavin is an experienced public sector search firm with nationwide expertise in executive recruitment. Slavin conducts searches for a broad spectrum of government executive positions including Police Chiefs. Slavin offers:

- Methodology for candidate generation that includes specific attention to creating a diverse candidate pool.
- Evaluation of candidates including a preliminary screening utilizing several established methodologies to assess accomplishment, management style and philosophy.
- Slavin claims that every search they have conducted has resulted in a selection from their recommended group of candidates with over 95% of their placements remaining in these positions over five years.
- Slavin has conducted police chief searches for Dallas, TX; Roanoke, VA; San Jose, CA; and Long Beach, CA.

International Associations of Chiefs of Police (IACP). IACP, a non-profit corporation, only conducts searches for police executives as part of the organization's mission to improve law enforcement leadership across the country. IACP offers:

- Extensive resources to aid in the development of a comprehensive candidate profile.
- Credibility of IACP and access to its national network of chiefs.
- Established methodology for job analysis that incorporates not only community and agency requirements but also factors and trends that impact the City's policing environment.
- Expertise in candidate assessment based upon organizational research and experience.
- IACP has conducted police chief searches for Arlington, TX; New Castle County, DE; Tennessee Bureau of Investigations; Durham, NC.

Police Executive Research Forum (PERF). PERF, a non-profit corporation, is a professional organization of progressive police executives who collectively serve more than 50 percent of the nation's population. PERF only conducts searches for Police Chiefs. PERF offers:

- Significant expertise regarding policing in America and internationally. PERF is actively engaged in researching police and criminal justice issues and provides management and technical assistance to police agencies worldwide.
- Credibility of PERF and access to its national network of police executives. PERF sponsors one of the leading police executive training programs in the nation - the Senior Management Institute for Police.
- Ability to leverage PERF's considerable research and expertise in policing and police leadership in the development of a position profile and candidate assessment.
- PERF has conducted police chief searches for Chicago, IL; Minneapolis, MN; Charleston, SC and Washington, DC. In 2009 PERF facilitated Police Chief searches in both San Francisco and Los Angeles, CA.

Recommendation

An analysis of the top three vendor proposals was conducted utilizing the criteria outlined above. While all three firms adequately meet the City's requirements PERF possess a clear expertise in Police Chief Recruitment and Selection processes.

Criteria	Slavin	IACP	PERF
Maximize City Resources	Medium	Medium	High
Profile Development	High	High	High
Recruitment	Medium	High	High
Effective screen	Medium	Medium	High
Collaborative	Medium	High	High
Experience with similar search	Medium	Medium	High
Candidate management	Medium	Medium	High

Police leadership is PERF's core business. While Slavin and IACP conduct searches for a broad range of public sector executives PERF only conducts Police Chief searches. As the professional organization of police executives PERF has a unique depth of knowledge regarding policing and police leadership. Additionally they have a current connection to every police executive of a large municipality in North America. PERF recently assisted both the cities of San Francisco

and Los Angeles through complex searches and dealt successfully with issues that we may encounter.

It is my recommendation that you further evaluate PERF as search partner. Please let me know if you would like me to arrange a reference call for you with PERF. A final vendor recommendation needs to be made to the Personnel Director prior to the January 20th meeting of the committee.

Cc: Liz Birkholz, Office of the Mayor
Doug Carey, City of Seattle Finance Department



City of Seattle

Michael Patrick McGinn, Mayor

Personnel Department

Mark M. McDermott, Personnel Director

MEMORANDUM

DATE: January 19, 2010

TO: Kate Joncas, Co-Chair – 2010 Chief of Police Search Committee
Charles Rolland, Co-Chair – 2010 Chief of Police Search Committee

FROM: Pam Inch - Employment Manager, Employment Services - Personnel

SUBJECT: Additional Information Executive Search Firms – Police Chief

The purpose of this memorandum is to provide further information requested by you regarding vendor proposals to provide executive search services to aid the City in the selection of a Police Chief.

Cost Analysis

Price was not included as a criterion for selecting an executive search vendor. In evaluating potential search partner's the City focused on determining what vendor would best assist the City in meeting its objectives to conduct a fair, effective and efficient selection process of Seattle's next Chief of Police.

Fee structures presented by Slavin Management Consultants (Slavin), International Associations of Chiefs of Police (IACP) and Police Executive Research Forum (PERF) were:

Item	Slavin	IACP	PERF
Consulting fee	\$14,605	\$36,000	\$42,850
Administrative expenses	\$8,033	Included	Included
Consultant travel	1 trip included	Not quoted	2 trips included
Advertising	Included	Not quoted	Not quoted

Of the vendor proposals Slavin is the least expensive at a cost of \$22,638. Slavin does not possess the same depth of experience in police executive recruitment and access to police executives as does IACP or PERF. Additionally Slavin's proposal does not include consultant assistance in the development of the position profile – a critical service required by the City. IACP and PERF proposals include resources to support both position profile development and candidate assessment as well as extensive recruitment activities. IACP and PERF costs are similar (\$4,000 estimated difference factoring in consultant travel) with IACP presenting the lowest pricing. However, the value of PERF's research activities, knowledge of policing and recent search experience with cities of similar size well justifies its cost premium.

References

At your request reference checks were conducted for PERF. Reference calls were made with the cities of Los Angeles, CA (Manager, Personnel Department); San Francisco, CA (Commissioner, San Francisco Police Commission); and Savannah, GA (City Manager). All three cities have utilized PERF to conduct Police executive searches within the last twelve months. References were unanimous in their endorsement of PERF as partner in a Police Chief search. The consensus was that PERF was an excellent

facilitator of the recruitment and selection processes; they know the best police executives around the country; they are an invaluable resource in the interview process; and are skilled in providing information and counsel regarding policing practices and the police profession in the development of position profiles. PERF was credited by references with assisting cities in establishing the credibility of the search process to attract a national slate of candidates while encouraging a strong internal candidate pool.

Recommendation

It is my recommendation that the City contract with PERF to assist with the 2010 Police Chief search. Information from other PERF clients confirms prior research and analysis that PERF will be an invaluable partner to the City. PERF best meets the City's requirements for an executive search partner as well as presents the best value.

With your concurrence with this recommendation the Personnel Department will move forward expeditiously to contract with PERF for consulting services to assist in a national executive search for the position of Chief of Police.

Cc: Liz Birkholz, Office of the Mayor
Doug Carey, City of Seattle Finance Department

**The City of Seattle
Personnel Department**

**CONSULTANT AGREEMENT
FOR**

Seattle Chief of Police Search

AGREEMENT NO P-10-04

This Agreement is made and entered into by and between The City of Seattle ("the City"), a Washington municipal corporation, through its **Personnel Department**, as represented by the **Director of Personnel**; and **Police Executive Research Forum, 1120 Connecticut Avenue, NW Suite 930 Washington DC, 20036** ("Consultant"), a non-profit corporation of the District of Columbia and authorized to do business in the State of Washington.

Section 1: TERM OF AGREEMENT

The term of this Agreement shall begin when fully executed by all parties, and shall end on **December 31, 2010**, unless terminated earlier pursuant to the provisions hereof.

Section 2: TIME OF BEGINNING AND COMPLETION

The Consultant shall begin the work outlined in the "Scope of Work" section ("the Work") upon receipt of written notice to proceed from the City. The City will acknowledge in writing when the Work is complete.

Time limits established pursuant to this Agreement shall not be extended because of delays for which the Consultant is responsible, but may be extended by the City, in writing, for its convenience or for conditions beyond the Consultant's control.

Section 3: SCOPE OF WORK

Vendor shall provide the products, services and tasks as described in the proposal to the City dated August 2009. The Vendor's activities in the Statement of Work may also be termed "work" herein.

The Scope of Work of this Agreement and the time schedule for completion of such work is as follows:

1. Assess City Needs and Expectations for Chief of Police
2. Develop Detailed Profile of the Position and Ideal Candidate
3. Prepare and Place Position Announcements
4. Actively Recruit Candidates Who Meet the Needs as Identified
5. Receive, Screen and Assess Applications Against Pre-Determined Criteria
6. Conduct Detailed Screening Interviews with Candidates and Contact References
7. Recommend Pool of Finalist Candidates
8. Provide Advice for Interviews and Interview Questions
9. Provide Advice for Developing a Compensation Package
10. Maintain Documentation of Selection Activities
11. Notify Applicants of Final City Appointment

Step 1 - Assess City Needs and Expectations for Chief of Police

Prior to initiating the national search process, Police Executive Research Forum (PERF) will participate in a series of meetings with key stakeholders such as the Search Committee, Mayor, City Council Members and/or other designated city staff, members of the police department and community representative to

gain insight on the needs of the city government, the community, and the police department, as well as the professional experience and interpersonal qualifications desired for the next chief of police. PERF will also assist in planning a series of community focus groups to engage the community in the selection process. At the City's discretion, PERF may facilitate these meetings and/or focus group sessions with community members, representatives from interest groups (e.g., Urban League, labor unions, NAACP, business associations, etc.) and other key stakeholders (See sub-task c, "Conduct On-Site Assessment," below).

To accomplish this important task, PERF will do the following:

a. Consult Those Involved with the Process

PERF will work with the Personnel Department to finalize the recruitment and selection action plan.

b. Review Pertinent Documents

Before commencing the recruitment phase, PERF staff will review relevant documents, including the following:

1. Police Department Organizational Chart
2. Police Department Current and Projected Budgets
3. Police Department Annual Reports
4. Police Department Mission and Values Statement
5. General Information about the City and Police Department

c. Conduct On-Site Assessment

During a preliminary site visit(s), PERF staff will meet with the Search Committee, Mayor, City Council Members, and/or other designated city officials, community leaders, interest group representatives, police command staff, officers and other department personnel. The information and feedback collected during the on-site assessment(s), coupled with the additional information outlined in sub-tasks "a" and "b" above, will ensure PERF has a clear understanding of the needs and expectations associated with the position.

Step 2 - Develop Detailed Profile of the Position and Ideal Candidate

PERF will develop a profile of the position and the ideal candidate with the information acquired in Step 1. The profile will be a tool used in the recruitment process to inform prospective candidates of the responsibilities, issues, and all other matters pertaining to the role and responsibilities of the office of Chief of Police, and will provide a detailed description of the professional and interpersonal qualifications required for the position.

In consultation with the Personnel Department and Search Committee, PERF will finalize the profile, which will then be used throughout the process to identify the best, most qualified candidate pool.

Step 3 - Prepare and Place Position Announcements

a. Prepare Position Announcement

PERF will develop a position announcement for distribution to various media and criminal justice information outlets nationwide. PERF will solicit applications from qualified candidates through advertising in national and regional professional organizations, law

enforcement publications, direct mailing of position announcements, and perhaps most importantly, through active recruitment.

b. Outline Recruitment Plan to the Search Committee

In collaboration with the Personnel Department, PERF will finalize a national recruitment strategy, identifying key organizations as well as several dissemination methods to ensure the appropriate target audience is reached. A variety of methods will be used to advertise the position to ensure recruitment of a highly qualified and diverse candidate pool. PERF will submit all position announcements and advertising plans to the Personnel Department for review and approval before implementation.

Step 4 - Actively Recruit Candidates Who Meet the Needs as Identified

Using the knowledge and insight acquired in Step 1, the detailed profile and our extensive national network of police professionals, PERF will actively recruit qualified candidates for the position. In addition to the open solicitation of candidates, PERF will utilize its contacts in the law enforcement community and will reach out to these contacts, either to solicit their candidacy on the search, or to recommend suitable colleagues who may be interested in the position.

Step 5 - Receive, Screen and Assess Applications Against Pre-Determined Criteria

PERF staff will acknowledge and review all applications received and will conduct an initial screening of the applications to identify a group of qualified candidates to continue in the selection process. Based on the preliminary screening, select candidates will receive a questionnaire designed to assess candidates' competencies based on the qualification criteria from the position profile. Questionnaire responses will be evaluated by PERF subject matter experts.

Step 6 - Conduct Detailed Screening Interviews with Candidates and Contact References

a. Conduct Detailed Screening Interviews with Candidates

PERF staff will conduct screening interviews with selected candidates who display the competencies, skills, knowledge, and abilities that meet and exceed the established qualification criteria. The interview format will include – but will not be limited to – questions related to the candidates' work experience, management philosophy, and interest in the position.

b. Speak with References

PERF will request that semi-finalists provide five professional references that will be checked before they are permitted to move forward in the search. PERF will conduct preliminary reference checks with listed references and reach out to other trusted individuals in their network of police professionals to identify additional information on candidates in the semi-finalist group. Information provided on the resumes will be checked for accuracy through a variety of methods.

c. Database Search

In addition, PERF staff will conduct thorough Internet searches of all semi-finalist candidates using multiple search engines and news sites. In addition to speaking to references.

Step 7 - Recommend Pool of Finalist Candidates

Based on each candidate's background, experience and management philosophy, PERF will recommend a pool of approximately 10 to 14 of the most qualified candidates to the Personnel Department for interviews. PERF will transmit documentation related only to the PERF recommended candidates ("PERF recommended candidate packets") directly to the Search Committee. The Search Committee will select those candidates to be interviewed. PERF will assist the City in setting up the logistics of the interview process.

Step 8 - Provide Advice for Interviews and Interview Questions

PERF representatives will be available for advice and input during the interview phase of this search. PERF will prepare a list of possible questions for the interviewers and provide guidance on conducting the interviews and evaluating candidates.

Step 9 - Provide Advice for Developing a Compensation Package

PERF will also provide advice to the client on developing a competitive salary offer and relocation package and assist in contract negotiations as requested.

Step 10 - Maintain Documentation of Recruitment and Selection Activities

PERF will report progress to the Personnel Department on a routine basis and will provide important updates as needed between official conferences. Throughout PERF's involvement with the selection process, PERF staff will maintain detailed records of all activities related to the search and will make these records available to the Personnel Department on request. All search documentation will be retained by PERF for six years.

Step 11 - Notify Applicants of Final City Appointment

Through all stages of the search process, PERF will maintain correspondence with all candidates, including acknowledgement of resumes and applications. Upon the city's selection of a police chief, PERF will notify other applicants of the final appointment action.

Task	Time frame
1. Assess City Needs and expectations for Chief of Police	1/19/2010 – 2/10/2010
2. Develop detailed profile of the position and ideal candidate	1/19/2010 – 3/10/2010
3. Prepare and place position announcements	1/19/2010 – 2/5/2010
4. Actively recruit candidates	1/21/2010 – 4/12/2010
5. Receive, screen and assess application against pre-determined criteria	1/21/2010 – 4/12/2010
6. Recommend pool of finalist candidates	4/20/2010 – 6/30/2010
7. Provide advice for interviews and interview questions	4/21/2010 – 6/30/2010
8. Provide advice for compensation package	1/19/2010 – 6/30/2010
9. Notify applicants of final City appointment	4/21/2010 – 7/30/2010

Section 4: PAYMENT

- A. The Total Authorized Compensation for services and expenses under this Agreement shall not exceed **\$42,850.00 [FOURTY-TWO THOUSAND EIGHT HUNDRED FIFTY DOLLARS and NO CENTS]**. Travel expenses for Charlotte Lansing to attend preliminary meetings and to participate in the interview and selection process are included. The parties agree that the fee includes all direct, indirect, and overhead costs incurred by the Consultant in performance of the work. Candidate travel and advertising costs are not included and will be paid by the City.

- B. Payments under contracts negotiated on the basis of cost shall include only those costs allowed under Part 31 of the Federal Acquisition Regulations (FAR), the provisions of which are incorporated herein by reference.

Section 5: PAYMENT PROCEDURES

Payment shall be made by the City to the Consultant upon the City's receipt of an invoice itemizing the Work elements performed for the period covered by the invoice.

Section 6: ADDRESSES FOR NOTICES AND DELIVERABLE MATERIALS

All official notices under this Agreement shall be delivered to the following addresses (or such other address(es) as either party may designate in writing):

If to the City: Pam Inch, Employment Manager
Employment Services Division
City of Seattle Personnel Department
PO Box 34028
Seattle, WA 98124-4028
206-684-4196
pam.inch@seattle.gov

If to the
Consultant: Chuck Wexler, Executive Director
Police Executive Research Forum
1120 Connecticut Avenue, NW Suite 930
Washington DC 20036
202-466-7820

Section 7: EQUAL EMPLOYMENT OPPORTUNITY AND OUTREACH

- A. The Consultant shall not discriminate against any employee or applicant for employment because of race, color, age, sex, marital status, sexual orientation, gender identity, political ideology, creed, religion, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. The Consultant shall take affirmative efforts to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, age, sex, marital status, sexual orientation, gender identity, political ideology, creed, religion, ancestry, national origin, or the presence of any sensory, mental or physical handicap. Such efforts shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation and selection for training, including apprenticeship.
- B. If the Consultant will hire employees for this project, the Consultant shall make affirmative efforts to recruit minority and women candidates. Affirmative efforts may include the use of advertisements in publications directed to minority communities and other targeted recruitment efforts, and using the services of available minority community and public organizations to perform outreach.
- C. Record-Keeping: The Consultant shall maintain, for at least 24 months after the expiration or earlier termination of this Agreement and permit access to the Consultant's records of employment, employment advertisements, application forms and other pertinent data and records requested by the Personnel Department for the purposes of investigation to determine compliance with the requirements of this section.

- D. The Consultant, by executing this Agreement, is affirming that the Consultant complies with all applicable federal, state, and local non-discrimination laws, particularly the requirements of SMC Ch. 20.42 as incorporated in this Agreement. Any violation of the requirements of the provisions of this section noted in paragraph A, B and C above shall be a material breach of Agreement for which the Consultant may be subject to damages and sanctions provided for by the Agreement and by applicable law, including but not limited to debarment from City contracting activities in accordance with SMC Ch. 20.70.
- E. The foregoing provisions of this section shall be inserted in all subcontracts for the Work covered by this Agreement.

Section 8: RESERVED

- A. Compliance with SMC Ch. 20.45: The Consultant shall comply with the requirements of SMC Ch.20.45 and Equal Benefits Program Rules implementing such requirements, under which the Consultant is obligated to provide the same or equivalent benefits ("equal benefits") to its employees with domestic partners as the Consultant provides to its employees with spouses. At the City's request, the Consultant shall provide complete information and verification of the Consultant's compliance with SMC Ch. 20.45. Failure to cooperate with such a request shall constitute a material breach of this Contract. *(For further information about SMC Ch. 20.45 and the Equal Benefits Program Rules call (206) 684-0430 or review information at <http://cityofseattle.net/contract/equalbenefits/>)*
- B. Remedies for Violations of SMC Ch. 20.45: Any violation of this Section 9 shall be a material breach of Contract for which the City may:
 - (1) Require the Consultant to pay actual damages for each day that the Consultant is in violation of SMC Ch. 20.45 during the term of the Contract; or
 - (2) Terminate the Contract; or
 - (3) Disqualify the Consultant from bidding on or being awarded a City contract for a period of up to five (5) years; or
 - (4) Impose such other remedies as specifically provided for in SMC Ch. 20.45 and the Equal Benefits Program Rules promulgated thereunder, or as provided in this Agreement.

Section 9: AFFIRMATIVE EFFORTS TO USE WOMEN AND MINORITY BUSINESS ENTERPRISES

- A. If a Consultant intends to subcontract out any part of a contract instead of performing the work itself, then the following requirement applies: Consultant shall use affirmative efforts to promote and encourage participation by women and minority businesses on subcontracting opportunities within the contract scope of work. Consultant agrees to make such efforts as a condition of the Agreement.
- B. Outreach efforts may include the use of solicitation lists, advertisements in publications directed to minority communities, breaking down total requirements into smaller tasks or quantities where economically feasible, making other useful schedule or requirements modifications that are likely to assist small or WMBE businesses to compete, targeted recruitment efforts, and using the services of available minority community and public organizations to perform outreach.
- C. Record-Keeping: The Consultant shall maintain, for at least six years after the expiration or earlier termination of this Agreement, relevant records and information necessary to document all Consultant solicitations to subconsultants and suppliers, all subconsultant and supplier proposals received, and all subconsultants and suppliers actually utilized under this Agreement. The City shall have the right to inspect and copy such records.

- D. Consultant shall ensure that all employees, particularly supervisors, are aware of, and adhere to their obligation to maintain a working environment free from discriminatory conduct, including but not limited to harassment and intimidation of minorities, women, or WMBE businesses.
- E. Non-Discrimination: Consultant shall not create barriers to open and fair opportunities for WMBEs to participate in any City contract and to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services.
- F. Sanctions for Violation: Any violation of the paragraphs A, B, C, D or E of this section, or a violation of SMC Ch. 14.04 (Fair Employment), SMC Ch. 14.10 (Fair Contracting), SMC Ch. 20.42 (Equality in Contracting), SMC Ch. 20.45 (Nondiscrimination in Benefits), or other local, state or federal non-discrimination laws shall be a material breach of contract for which the Consultant may be subject to damages and sanctions provided for by the Agreement and by applicable law. Consultants found to be in violation of the requirements may be subject to debarment from City contracting activities in accordance with SMC Ch. 20.70.

Section 10: OTHER LEGAL REQUIREMENTS

- A. General Requirement: The Consultant, at no expense to the City, shall comply with all applicable laws of the United States and the State of Washington; the Charter and ordinances of The City of Seattle; and rules, regulations, orders, and directives of their administrative agencies and the officers thereof. Without limiting the generality of this paragraph, the Consultant shall specifically comply with the following requirements of this section.
- B. Licenses and Similar Authorizations: The Consultant, at no expense to the City, shall secure and maintain in full force and effect during the term of this Agreement all required licenses, permits, and similar legal authorizations, and comply with all requirements thereof.
- C. Use of Recycled Content Paper: Whenever practicable, Consultant shall use reusable products including recycled content paper on all documents submitted to the City. Consultant is to duplex all documents that are prepared for the City under this Contract, whether such materials are printed or copied, except when impracticable to do so due to the nature of the product being produced. Consultants are to use 100% post consumer recycled content, chlorine-free paper in any documents that are produced for the City, whenever practicable, and to use other paper-saving and recycling measures in performance of the contract with and for the City.
- D. Americans with Disabilities Act: The Consultant shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 as amended (ADA) in performing its obligations under this Agreement. Failure to comply with the provisions of the ADA shall be a material breach of, and grounds for the immediate termination of, this Agreement.
- E. Fair Contracting Practices Ordinance: The Consultant shall comply with the Fair Contracting Practices Ordinance of The City of Seattle (Chapter 14.10 SMC), as amended.

Section 11: INDEMNIFICATION

The Consultant does hereby release and shall defend, indemnify, and hold the City and its employees and agents harmless from all losses, liabilities, claims (including claims arising under federal, state or local environmental laws), costs (including attorneys' fees), actions or damages of any sort whatsoever arising out of the Consultant's performance of the services contemplated by this Agreement to the extent attributable to the negligent acts or omissions, willful misconduct or breach of this Agreement by the Consultant, its servants, agents, and employees. In furtherance of these obligations, and only with respect to the City, its employees and agents, the Consultant waives any immunity it may have or limitation on the amount or type of damages imposed under any industrial insurance, worker's compensation, disability, employee benefit or similar laws. The Consultant acknowledges that the

foregoing waiver of immunity was mutually negotiated and agrees that the indemnification provided for in this section shall survive any termination or expiration of this Agreement.

Section 12: INSURANCE

☒ **No insurance certification is required.** However, Consultant agrees that it will maintain premises and vehicle liability insurance in force with coverages and limits of liability that would generally be maintained by similarly situated consultants and workers compensation insurance as may be required by Washington State statutes.

Section 13: RIGHT OF INSPECTION

Upon request, the Consultant shall permit the City, and any other governmental agency involved in the funding of the Work ("Agency"), to inspect all pertinent books and records of the Consultant, any subconsultant, or any other person or entity that performed work in connection with or related to the Work, at any and all times deemed necessary by the City or Agency, including up to six years after the final payment or release of withheld amounts has been made under this Agreement. Such inspection shall occur in King County, Washington or other such reasonable location as the City or Agency selects. The Consultant shall supply the City with, or shall permit the City and/or Agency to make a copy of any books and records and any portion thereof. The Consultant shall ensure that such inspection, and copying right of the City and Agency is a condition of any subcontract, agreement or other arrangement under which any other person or entity is permitted to perform work under this Agreement.

Section 14: CONTRACTUAL RELATIONSHIP

The relationship of the Consultant to the City by reason of this Agreement shall be that of an independent contractor as defined by the City's Contracting Out Policy. This Agreement is not intended for the Consultant to act in anyway, in the capacity of a City employee. The parties agree that the City has neither direct nor immediate control over the Consultant or the right to control the manner or means by which the Consultant performs the work. The Consultant agrees that neither the Consultant nor any employee of the Consultant shall be deemed to be an employee of the City for any purpose. This Agreement does not authorize the Consultant to act as the agent or legal representative of the City for any purpose whatsoever. The Consultant is not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of the City or to bind the City in any manner or thing whatsoever.

Section 15: ASSIGNMENT AND SUBCONTRACTING

The Consultant shall not assign or subcontract any of its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Consultant shall incorporate by reference all the terms of this Agreement, except as otherwise provided. The Consultant shall ensure that all subconsultants comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract shall not release the Consultant from liability under this Agreement, or from any obligation to be performed under this Agreement, whether occurring before or after such consent, assignment, or subcontract.

Section 16: INVOLVEMENT OF FORMER CITY EMPLOYEES

- A. The Consultant shall promptly notify the City in writing of any person who is expected to perform any of the Work and who, during the twelve (12) months immediately prior to the expected commencement date of such work or subcontract, was a City officer or employee.
- B. The Consultant shall ensure that no Work or matter related to the Work is performed by any person (employee, subcontractor, or otherwise) who:

- (1) was a City officer or employee within the past twelve (12) months; and
- (2) as such was officially involved in, participated in, or acted upon any matter related to the Work, or is otherwise prohibited from such performance by SMC 4.16.075.

Section 17: NO CONFLICT OF INTEREST

The Consultant confirms that the Consultant does not have a business interest or a close family relationship with any City officer or employee who was, is, or will be involved in the consultant selection, negotiation, drafting, signing, administration, or evaluating the Consultant's performance. As used in this section, the term "Consultant" shall include any employee of the Consultant who was, is, or will be involved in the negotiation, drafting, signing, administration, or performance of the Agreement. As used in this section, the term "close family relationship" refers to the following: spouse or domestic partner; any dependent parent, parent-in-law, child, son-in-law, or daughter-in-law; or any parent, parent-in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

Section 18: ERRORS & OMISSIONS; CORRECTION

The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Consultant under this Agreement. The Consultant, without additional compensation, shall correct or revise any errors or omissions in the designs, drawings, specifications, and/or other Consultant services immediately upon notification by the City. The obligation provided for in this section with respect to any acts or omissions during the term of this Agreement shall survive any termination or expiration of this Agreement.

Section 19: PROPERTY RIGHTS

The Consultant hereby assigns to the City all rights in the documentation and related information specific to the PERF recommended candidate packets as described in Section 3. Scope of Work; Step 7 of this agreement. The Consultant does not convey to the City, nor does the City obtain, any ownership right to any document or material utilized by Consultant that was created, produced or received separate from the PERF recommended candidate packets as described in Section 3. Scope of Work; Step 7 of this agreement or was preexisting material (not already owned by the City), provided that the Consultant has clearly identified in writing such material as preexisting prior to commencement of the Work.

Section 20: CONFIDENTIALITY

The parties agree that they will not permit the duplication or disclosure of any information designated in advance by the other party as "Confidential and Proprietary" to any person (other than its own employee, agent, or representative who must have such information for the performance of that party's obligations hereunder) unless such duplication, use or disclosure is specifically authorized in writing by the other party or is required by law. "Confidential and Proprietary" information does not include ideas, concepts, know-how or techniques related to information that, at the time of disclosure, is in the public domain unless the entry of that information into the public domain is a result of any breach of this Agreement. Likewise, "Confidential and Proprietary" information does not apply to information that is independently developed, already possessed without obligation of confidentiality, or rightfully obtained from a third party without an obligation of confidentiality.

Section 21: EXTRA WORK

The City may desire to have the Consultant perform work or render services in connection with this project other than that expressly provided for in the "Scope of Work" section of this Agreement. This will

be considered extra work, supplemental to this Agreement, and shall not proceed unless authorized by an amendment. Any costs incurred due to the performance of extra work prior to execution of an amendment will not be reimbursed under this Agreement or an amendment.

Section 22: KEY PERSONS

The Consultant shall not transfer or reassign any individual designated in this Agreement as essential to the Work, without the express written consent of the City, which consent shall not be unreasonably withheld. If, during the term of this Agreement, any such individual leaves the Consultant's employment, the Consultant shall present to the City one or more individual(s) with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. The City's approval shall not be construed to release the Consultant from its obligations under this Agreement.

Section 23: DISPUTES

Any dispute or misunderstanding that may arise under this Agreement concerning the Consultant's performance shall first be resolved through negotiations, if possible, between the Consultant's Project Manager and the City's Project Manager, or if necessary shall be referred to the Personnel Director and the Consultant's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, the parties may pursue other legal means to resolve such disputes, including but not limited to alternate dispute resolution processes.

Section 24: TERMINATION

- A. For Cause: The City may terminate this Agreement if the Consultant is in material breach of any of the terms of this Agreement, and such breach has not been corrected to the City's reasonable satisfaction in a timely manner.
- B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control such as but not limited to an act of nature; war or warlike operation; civil commotion; riot; labor dispute including strike, walkout, or lockout, except labor disputes involving the Consultant's own employees; sabotage; or superior governmental regulation or control.
- C. For City's Convenience: The City may terminate this Agreement at any time, without cause and for any reason including the City's convenience, upon written notice to the Consultant.
- D. Notice: Notice of termination pursuant to this section shall be given by the party terminating this Agreement to the other not less than five (5) business days prior to the effective date of termination.
- E. Actions Upon Termination: In the event of termination not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to termination, together with any reimbursable expenses then due, but in no event shall such compensation exceed the maximum compensation to be paid under the Agreement. The Consultant agrees that this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes, and charges of any kind whatsoever (whether foreseen or unforeseen) attributable to the termination of this Agreement.

Section 25: CONSULTANT PERFORMANCE EVALUATION PROGRAM

The Consultant's performance will be evaluated by the Personnel Department at the conclusion of the contract.

Section 26: DEBARMENT

In accordance with SMC Ch. 20.70, the Director of the Department of Executive Administration or his/her designee may debar a Consultant and prevent the Consultant from entering into a contract with the City or from acting as a subconsultant on any contract with the City for up to five years after determining that any of the following reasons exist:

- 1) The Consultant has received overall performance evaluations of deficient, inadequate, or substandard performance on three or more City Contracts.
- 2) The Consultant has failed to comply with City ordinances or Contract terms, including but not limited to, ordinance or Contract terms relating to small business utilization, discrimination, or equal benefits.
- 3) The Consultant has abandoned, surrendered, or failed to complete or to perform work on or in connection with a City Contract.
- 4) The Consultant has failed to comply with Contract provisions, including but not limited to quality of workmanship, timeliness of performance, and safety standards.
- 5) The Consultant has submitted false or intentionally misleading documents, reports, invoices, or other statements to the City in connection with a Contract.
- 6) The Consultant has colluded with another firm to restrain competition.
- 7) The Consultant has committed fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Contract for the City or any other government entity.
- 8) The Consultant has failed to cooperate in a City debarment investigation.
- 9) The Consultant has failed to comply with SMC 14.04, SMC Ch. 14.10, SMC Ch. 20.42, or SMC Ch. 20.45, or other local, State, or federal non-discrimination laws.

The Director or his/her designee may issue an Order of Debarment in accordance with the procedures specified in SMC 20.70.050. The rights and remedies of the City under these debarment provisions are in addition to any other rights and remedies provided by law or under the Agreement.

Section 27: MISCELLANEOUS PROVISIONS

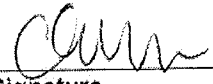
- A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.
- B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors, and assigns.
- C. Applicable Law/Venue: This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. The venue of any action brought hereunder shall be in the Superior Court for King County.
- D. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy at law or in equity.

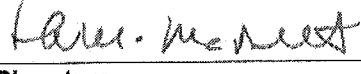
- E. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
- F. Severability: If any term or provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- G. Waiver: No covenant, term or condition or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City, in writing.
- H. Entire Agreement: This document, along with any exhibits and attachments, constitutes the entire agreement between the parties with respect to the Work. No verbal agreement or conversation between any officer, agent, associate or employee of the City and any officer, agency, employee or associate of the Consultant prior to the execution of this Agreement shall affect or modify any of the terms or obligations contained in this Agreement.
- I. Negotiated Agreement: The parties acknowledge that this is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship thereof.
- J. Use of City Office Space & Equipment: The City will not provide space or equipment on City premises for the performance of this work. Consultants are required to work from their own office space or in the field, as necessary.

IN WITNESS WHEREOF, in consideration of the terms, conditions, and covenants contained herein, or attached and incorporated and made a part hereof, the parties have executed this Agreement by having their representatives affix their signatures below.

CONSULTANT - Police Executive Research
Forum (PERF)

THE CITY OF SEATTLE - Personnel Department

By  1/22/10
Signature Date

By  1/25/10
Signature Date

Chuck Wexler
Type or Print Name

Mark M. McDermott
Type or Print Name

Executive Director
Title

Director of the Personnel Department
Title

City of Seattle Business License Number: 0724198

Washington State Unified Business Identifier Number (UBI): 602-934-650

Federal Tax ID Number: 52-1101422



SEATTLE POLICE DEPARTMENT

CHIEF OF POLICE



The City of Seattle, Washington, seeks an experienced, innovative, and proven executive to serve as Chief of Police. The city's next Chief must lead the Seattle Police Department and support its mission of preventing crime, enforcing the law and supporting quality public safety by delivering respectful, professional and dependable police services.

Founded in 1869, Seattle is the largest city in the State of Washington. Located 113 miles south of the United States-Canadian border, Seattle is a commercial, cultural and advanced technology hub of the Pacific Northwest and a major port city for trans-Pacific and European travel and trade. Seattle combines a stunning natural setting and vibrant metropolitan center with world-class arts, entertainment, and cuisine. With a population of 598,500 residents, and an equivalent daytime workforce, Seattle is an active urban center with diverse neighborhoods, vibrant retail and commercial centers, and an outstanding quality of life. Seattle excels in livability with a mild climate, a wide range of housing options, arts and culture, sports and easy access to outdoor recreational activities in any season.

The Chief of Police reports to the Mayor, and has management oversight of an annual operating budget of more than \$242 million, and a staff of 1900 employees (1330 sworn). Among available personnel, two-thirds are assigned to Patrol, responding to 911 calls, working to prevent crime, enforce the law, and educate members of the community about police services. The Seattle Police Department is accredited by the Commission on Accreditation for Law Enforcement Agencies (CALEA) and is currently undergoing a second re-accreditation process.

Working in partnership with citizens, businesses, and community groups, the Seattle Police Department is committed to programs of action to enhance public safety throughout the city of Seattle. This commitment includes identification and incorporation of best practices in policing, including programs of performance-based accountability and use of innovative technology. The Department is committed to strengthening police precincts and providing training and resources to patrol officers who concentrate on solving public safety problems in their assigned geographic areas of responsibility. The knowledge and commitment of the city's frontline patrol officers to their assigned police beats is the hallmark of the Department's service to the community. The Department is organized to support this focus in a manner that is efficient, effective, and responsive to the community.

The successful candidate must have strong leadership, organizational and management skills, as well as significant experience in working with members of the community and Police Department employees in a large urban multi-cultural environment. The desired candidate must have a strong character and possess excellent interpersonal and communication skills. Experience with and a strong commitment to innovation, technology and community involvement are required.

A four-year college degree and a graduate degree are preferred. A combination of other training and experience which provides the essential knowledge, skills and abilities will be considered. A minimum of 10 years of command-level experience in a large urban police agency is required. Municipal experience in an organization of comparable size and complexity to the Seattle Police Department is desired. Labor management experience and completion of senior-level management programs like the Senior Management Institute for Police (SMIP), FBI National Academy, and Southern Police Institute are preferred.

The Police Executive Research Forum (PERF) is assisting the city in the selection process. Salary range will be competitive and based on qualifications and experience. For additional information go to: www.Seattle.Gov/Police.

Please Note. Under Seattle City Charter provisions regarding the selection process for the Police Chief, candidate information submitted in response to this posting may be subject to public disclosure.

To apply, send a cover letter and resume summarizing your qualifications, along with the names and contact information of five references by March 18, to:

SeattleChief@policeforum.org

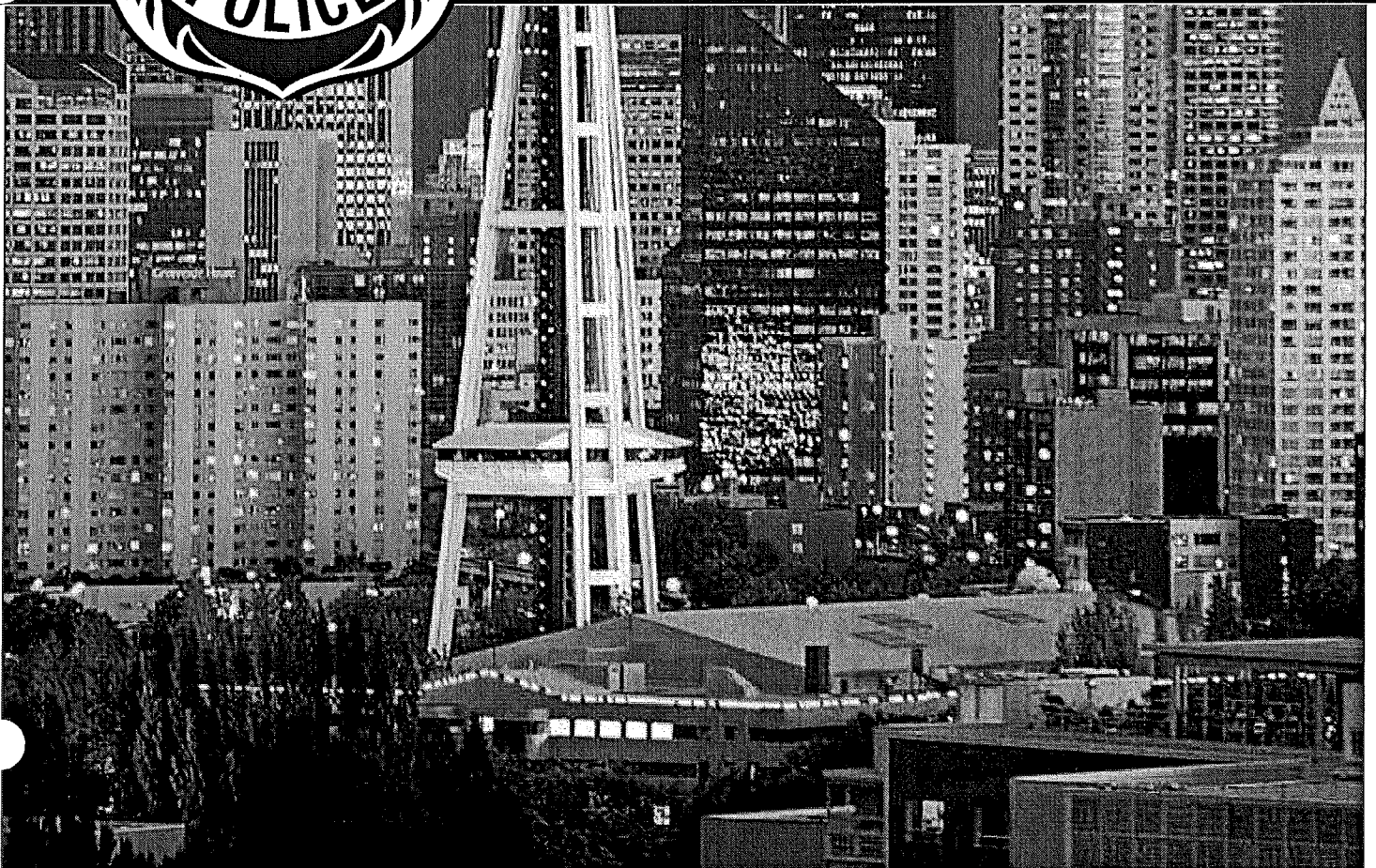
Or

Police Executive Research Forum
ATTN: Seattle Police Chief Search
1120 Connecticut Ave. NW, Suite 930
Washington, DC 20036
Electronic submission preferred

THE CITY OF SEATTLE IS AN EQUAL OPPORTUNITY EMPLOYER

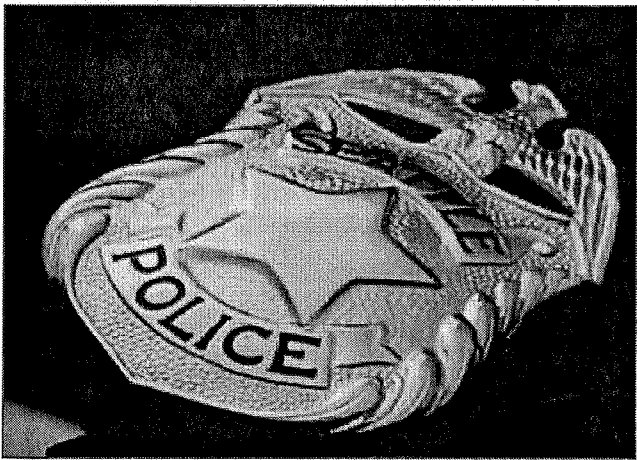


SEATTLE POLICE DEPARTMENT
CHIEF OF POLICE





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SEATTLE POLICE DEPARTMENT CHIEF OF POLICE

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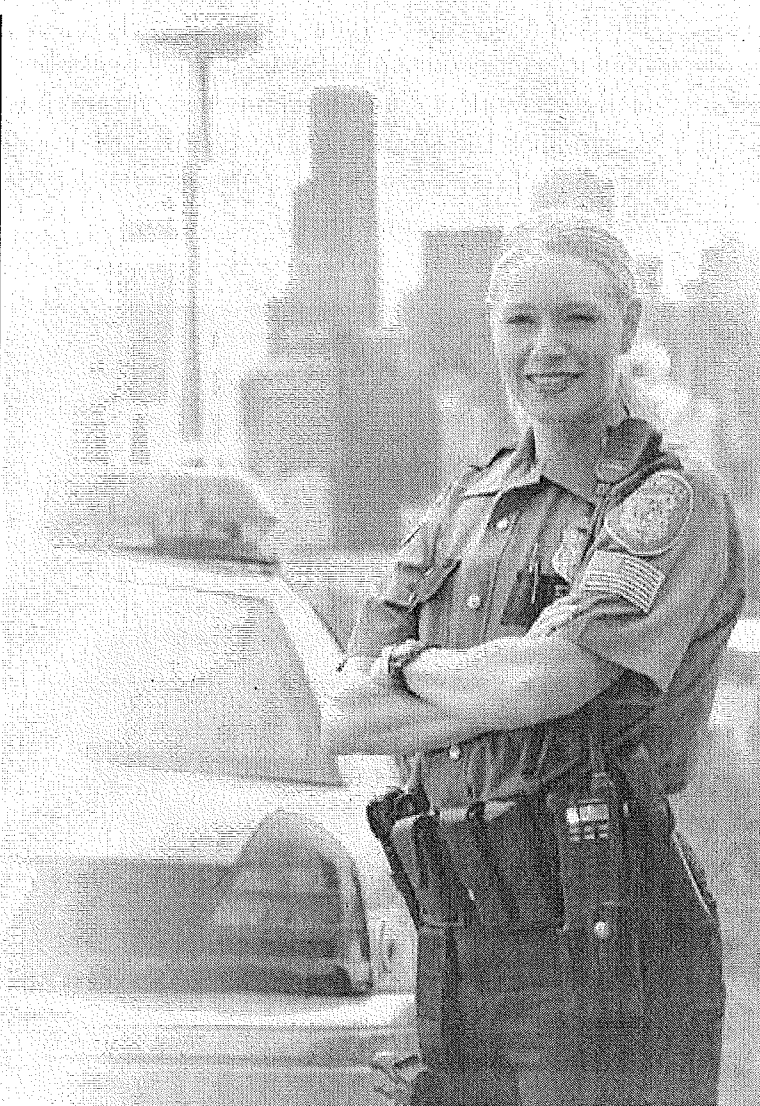
Deadline has been extended to April 19th.

To apply, send a cover letter and resume summarizing your qualifications, along with the names and contact information of five references to:

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(Electronic submission preferred)

or

**Police Executive Research Forum
ATTN: Seattle Police Chief Search
1120 Connecticut Ave. NW, Suite 930
Washington, DC 20036**

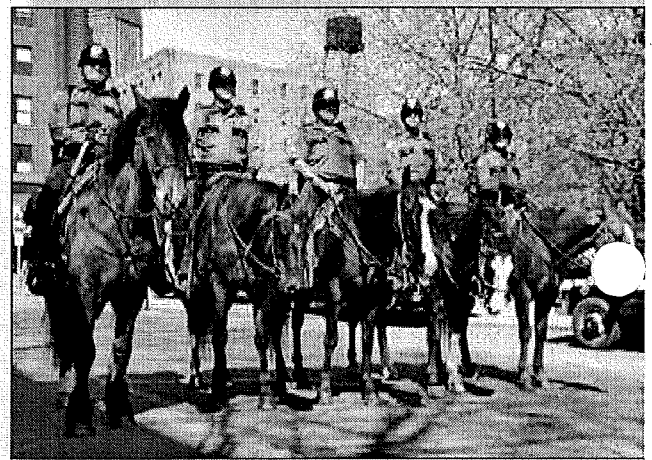


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