



**CITY OF OVERLAND PARK, KANSAS
REQUEST FOR PROPOSALS**

**CITY MANAGER EXECUTIVE SEARCH /
RECRUITMENT SERVICES**

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Exhibit A – City of Overland Park Organizational Chart

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1. PURPOSE OF THIS REQUEST FOR PROPOSALS

The City of Overland Park, Kansas (the “City” or “Overland Park”) is requesting proposals from qualified firms for executive search / recruitment services for the position of Chief of Police. Information and requirements for submitting a proposal are included in this Request for Proposals (RFP). The City desires to award a contract to a highly qualified and experienced executive search firm with a strong background in local government and Chief of Police searches as well as in recruiting candidates to positions in the Midwest.

2. CITY OF OVERLAND PARK

The City is located in the Kansas City metropolitan area. It has a population of approximately 200,000; is the second largest city in the State of Kansas and the largest city in Johnson County, Kansas. Johnson County has an approximate population of 602,400. Recognized for its high quality of life, Overland Park offers exceptional schools, outstanding housing and a dynamic business climate, all of which are driving factors in the continued long-term success of the City’s economy. Overland Park’s durable economy and high quality of life has consistently earned it national distinction as an outstanding place to live, raise a family, buy a home, retire, and many others. The City of Overland Park is one of the top 100 places to live in the United States according to a study from Livability.com.

The Chief of Police oversees all police operations and is a member of the City Manager’s Executive Leadership Team. A copy of the organizational chart is attached hereto as Exhibit A. The City currently employs approximately 244 full-time commissioned officers and approximately 100 full-time non-commissioned employees in the police department. Additional information regarding the City and the police department can be found on the City’s website at www.opkansas.org.

The City has twelve elected Council Members and an elected Mayor, which comprise its Governing Body (the “Governing Body.”) The City Manager is the chief administrative official, which will hire and manage the Chief of Police.

3. INQUIRIES

Questions concerning this RFP should be submitted to the attention of the City Clerk elizabeth.kelley@opkansas.org.

4. PROPOSAL DEADLINE

Sealed proposals must be received no later than 5:00 p.m. Central Daylight Savings time on March, 5th, 2024. Proposals should be submitted electronically in pdf form to City Clerk, elizabeth.kelley@opkansas.org.

5. SCOPE OF WORK

The City is seeking an Executive Search / Recruitment Firm (the “Firm”) to assist the City Manager in the search and selection of a Chief of Police. The successful Firm will be asked to assist the Governing Body in all aspects of the recruitment, selection and contract

negotiation process. Anticipated elements of this process are outlined below.

- A. Work with the City Manager and others as identified by the City Manager to develop a Chief of Police Position Profile;
- B. Work with the City Manager to develop a strategy and process for carrying out the recruitment of a Chief of Police;
- C. Conduct a professional search and recruitment effort utilizing local, regional and national contacts to seek qualified candidates, including those who may not otherwise have an interest in this position;
- D. Coordinate preparation and place of advertisements in appropriate national publications and outlets (e.g. Police One, IACP (International Association Chiefs of Police), KACP (Kansas Association of Chiefs of Police), FBI NA Associates Police Executive REsearch Forum (PERF), and others identified as appropriate by the Firm) to provide maximum exposure of the opportunity and to ensure an open recruitment process, including adherence to AA/EEO standards;
- E. Review and screen candidates for qualifications consistent with the Chief of Police Position Profile;
- F. Identify a pool of candidates for consideration;
- G. Recommend a process to the City Manager and assist the City in conducting and coordinating all aspects of an interview process;
- H. Coordinate and/or conduct reference and background checks; and
- I. Assist the City in the negotiation of an employment agreement with the final candidate.
- J. Conduct a follow-up to the recruitment within the first year.

6. PROJECTED SCHEDULE

- A. Selection of a Search Firm. A screening committee will review proposals and recommend selection of a search firm to the Governing Body. Below is an anticipated schedule:

March, 5 th , 2024	Deadline for submission of Proposals
March, 12 th , 2024	Screening Committee Evaluation of Proposals
March, 20 th – 26 th , 2024	Screening Committee conducts (virtual) interviews (if needed) and recommends a Firm to the City Manager
April 1, 2024	City Manager approves firm and recommends contract for Governing Body approval of the Agreement for services.

- B. Chief of Police Recruitment Process. Below is a tentative outline of a recruitment process.

April 9 th , 2024	Agency works with Consulting Firm and meets with Governing Body members
April 10 th -15 th , 2024	Agency works with Consulting Firm, holds a session with Affinity Groups and submits a survey to the Police Department.
April 17 th , 2024	Agency works with Consulting Firm holding a session with Surrounding City Officials.
April, 22 nd , 2024	Consulting Firm Submits Profile to City Manager
April 22 nd -25 th , 2024	City Manager provides comments on draft Profile to Firm.
April 26 th , 2024	City Manager formally approves Profile
May/June, 2024	Recruitment Period
June, 2024	Firm Assists City Manager in screening/selecting applicants for interview and conducting Interviews
June/July	Additional/follow up Interviews as needed. City Manager selects Chief of Police Firm assists with negotiation of the Agreement

7. **PROPOSAL FORMAT**

Proposals should be organized according to the format outlined below and signed by an authorized agent. If submitted by a corporation, the proposal must be signed by the President, Secretary, or by other authorized agents and proof of authorization shall accompany the proposal.

Proposals may include any additional information the respondent may deem pertinent to add value to the proposal. A comprehensive table of contents should be included for ease of reference. Identification of additional attachments is recommended.

- A. Letter of Transmittal – A summary of the proposal should include:
 - 1) A statement of the respondent’s understanding of the services required;
 - 2) A statement of the prominent features of the proposal;
 - 3) Name(s) and Address(es) of persons submitting the proposal;
 - 4) A statement that the individual who signs the transmittal letter is authorized to bind the respondent to contract with the City.

- B. Qualifications of the Firm – The respondent should describe the qualifications of the firm especially with respect to working with local governments and elected officials to recruit and select City Managers.

- C. Qualifications and Experience of Key Personnel – The respondent should provide qualifications and experience of the person(s) who will be assigned to the engagement if the Firm is selected.

- D. Description of Work Program and Scope of Services – The respondent should

describe the proposed approach to the engagement including, methodology, timetable for the project, and other services proposed to accomplish the scope of services outlined. Respondents are encouraged to provide complete information regarding the process and approach the Firm would use to assist the City Manager in the Chief of Police recruitment and selection process.

- E. Fee – Respondent should submit a firm fixed price proposal to perform the complete services described in the respondent’s proposal. Respondents should also include a separate estimate of expenses.
- G. References – At least three (3) client references including entity name, contact name and title, date(s) of engagement, mailing address, contact email address and phone number.

8. SELECTION PROCESS AND CRITERIA

An Executive Search Firm Screening and Selection Committee (the “Selection Committee”), will review proposals and recommend a Firm to the City Manager.

The proposal submitted will be the primary document upon which the Selection Committee will evaluate each respondent. After review of the proposals, the Selection Committee may determine a short list of qualified firms for interviews/presentations (expected to be conducted virtually).

Factors for consideration by the Selection Committee will include but are not limited to the following:

- A. Description of Services - The extent to which the respondent’s description of the scope of services to be provided is sufficiently detailed, logically presented, consistent in terms of the format and content, and demonstrates a clear understanding of objectives as outlined herein.
- B. Approach - The extent to which the proposal presents a clearly defined method and process for the recruitment and selection process.
- C. Qualifications - Prior experience and past performance of the Firm, and the Firm member who will lead the engagement and the team in successful executive recruitment. Priority will be given to experience in Chief of Police selection processes.
- D. Proposed Fee
- E. References - Information from references and others who have had experience with the respondent on similar recruitment processes.

9. SPECIAL CONDITIONS

- A. Any proposal, which is not received by the City Clerk’s office prior to the deadline date and time will not be considered.

- B. The City reserves the right to accept or reject any and all proposals, to waive any technicalities or irregularities involving any proposal; and reject the response of any respondent who does not submit a proposal to the City's satisfaction.
- C. During the evaluation process, the City reserves the right to request additional information or clarifications from those submitting proposals, and to allow corrections of errors and/or omissions.
- D. Submission of a proposal indicates acceptance by the Firm submitting the proposal of the terms, conditions and specifications contained in this RFP, to include the contract requirements set forth herein and attached as Exhibit B: Contract Requirements.
- E. The City will not pay for, nor is it liable for any costs incurred by those submitting proposals. The City reserves the right to select the respondent that will best meet the needs of the City.
- F. By submission of a proposal, each respondent certifies that:
 - 1) The respondent has not paid nor agreed to pay any person, other than a bona-fide employee, a fee or a brokerage commission resulting from the award of the contract.
 - 2) The City may, by written notice to a respondent, cancel any award under this RFP if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise were offered or given to any representative of the City with a view toward securing the award of a contract or other favorable treatment with respect to this RFP.
 - 3) The contents of the proposal shall become part of the contractual obligation and incorporated by reference into the ensuing contracts. All proposals become the property of the City and will not be returned.
 - 4) Each respondent's proposal and any clarifications to that proposal shall be signed by an officer of the company or a designated agent empowered to bind the firm in a contract.

10. CONTRACT REQUIREMENTS

The successful respondent will be required to enter into a contract with the City that will include the provisions set forth in Exhibit B. By submitting a proposal, the respondent acknowledges it has read Exhibit B and will agree to the contract requirements set forth therein. The City reserves the right to modify the attached contract language as it deems necessary to meet the best interests of the City.

EXHIBIT A
CITY OF OVERLAND PARK
Organizational Chart

Overland Park Police Department

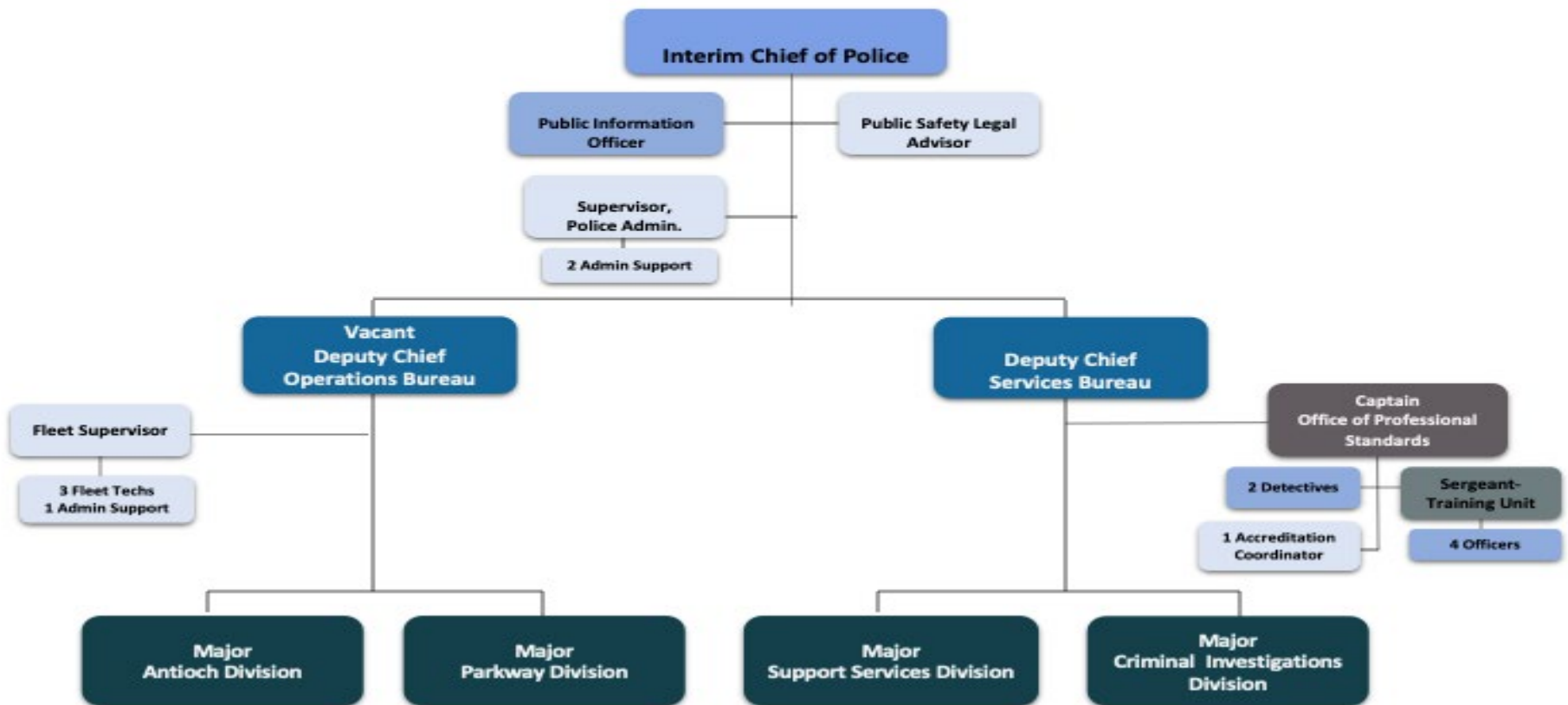


EXHIBIT B

FORM OF CONTRACT

AGREEMENT FOR EXECUTIVE SEARCH SERVICES

BETWEEN

THE CITY OF OVERLAND PARK

AND

CONTRACT

This Agreement is made in Johnson County, Kansas, by and between the City of Overland Park, Kansas, hereinafter the “City”, and _____, hereinafter the “Consultant”.

SECTION I - CONSULTANT DUTIES

The duties and services of the Consultant are outlined in the Scope of Work attached hereto and incorporated by reference herein as Exhibit A.

SECTION II - COMPENSATION FOR THE CONSULTANT

[Intentionally left blank – to be negotiated based on proposal response]

SECTION III – TERM AND TERMINATION

1. The term of this Agreement shall begin on the date this Agreement is fully executed as reflected in Section XIV, below and shall end when a contract is accepted by the successful candidate for the Chief of Police position, unless this Agreement is otherwise terminated as provided herein.
2. The City may, when the interests of the City so require, terminate this Agreement, in whole or in part, for the convenience for the City. The CITY shall give written notice of the termination to the Consultant specifying the part of the Agreement terminated and when termination becomes effective.
3. The Consultant shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination, Consultant will stop work to the extent specified. The Consultant must still complete the work not terminated by the notice of termination.
4. The Consultant shall be paid for services satisfactorily performed to the termination date.

Payment under this Section shall not include anticipatory profits or consequential damages, neither or which will be allowed.

5. As appropriate, insurance and indemnity provisions shall survive termination or expiration of this Agreement.

SECTION IV - PRIOR VERBAL OR WRITTEN STATEMENTS NOT BINDING

It is understood and agreed that the written terms and provisions of this Agreement shall supersede all prior verbal and written statements of any and every official and/or other representative of the City and the Consultant and such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any way whatsoever, the written Agreement.

SECTION V - FEDERAL, STATE AND LOCAL TAXES

The Consultant is not an employee of the City. The Consultant is responsible for any and all personal federal, state and local taxes.

SECTION VI - HOLD HARMLESS

The Consultant agrees to defend, indemnify and hold harmless the City and its agents and/or employees from any and all claims, settlements, and judgments for personal injury, bodily injury, property damage and/or death arising out of the Consultant's or any of its agents, servants, and/or employees' negligent acts, and or failure to act in the performance of this Agreement. Neither acceptance of the completed work nor payment therefore shall release the Consultant from their obligation under this paragraph.

SECTION VII - INSURANCE

The Consultant shall maintain throughout the duration of this Agreement, insurance in, at a minimum, the amounts specified below. All general and automobile liability insurance shall be written on an occurrence basis unless otherwise agreed to in writing by the City. Any coverage provided by a Claims-Made form policy must contain a three-year tail option, extended reporting period, or must be maintained for three years post contract.

1. Professional Liability: The Consultant shall maintain throughout the duration of this CONTRACT, Professional Liability Insurance in an amount not less than One Million Dollars (\$1,000,000), each claim/aggregate, and shall provide the City with certification thereof.
2. Commercial General Liability:

Each Occurrence	\$500,000
Personal & Advertising Injury	\$500,000
Products/Completed Operations	
Aggregate	\$500,000
General Aggregate	\$500,000

3. Automobile Liability Insurance: Policy shall protect the Consultant against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned.

Limits

Each Accident, Combined Single Limits, Bodily Injury and Property Damage:	\$500,000
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4. Workers' Compensation and Employers' Liability: This insurance shall protect the Consultant against all claims under applicable state Workers' Compensation laws. The Consultant shall also be protected against, claims for injury, disease or death of employees for which, for any reason, may not fall within the provisions of a Workers' Compensation law. The policy limits shall include "all States" insurance, and the liability limits shall not be less than the following:

Workers' Compensation:	Statutory
Employer's Liability:	
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee

The workers' compensation and employers' liability requirement can be waived if the Consultant does not employ any individuals.

5. Industry Ratings: The City will only accept coverage from an insurance carrier which offers proof that the carrier:
- A) Is licensed to do business in the State of Kansas;
 - B) Carries a Best's Policyholder rating of A- or better; and
 - C) Carries at least a Class VIII financial rating;
- or
- D) Is a company mutually agreed upon by the City and Consultant.

Certification of insurance coverage in Sections (2), (3) and (4) above shall be on a standard Acord form. Certification of professional liability insurance shall be provided on a separate form provided by the Consultant's insurance carrier.

SECTION VIII - COMPLIANCE WITH EQUAL OPPORTUNITY LAWS,
REGULATIONS AND RULES AND OTHER LAWS

The Consultant agrees that:

1. The Consultant shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under the present Agreement because of race, religion, color, sex, disability unrelated to such person's ability to engage in the particular work, national origin or ancestry;
2. In all solicitations or advertisements for employees, the Agreement shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the commission;
3. If the Consultant fails to comply with the manner in which the Consultant reports to the commission in accordance with the provision of K.S.A. 44-1031, the Consultant shall be deemed to have breached the present Agreement and it may be canceled, terminated or suspended, in whole or in part, by the City;
4. If the Consultant is found guilty of a violation of the Kansas act against discrimination under a decision or order of the commission which has become final, the Consultant shall be deemed to have breached the present Agreement and it may be canceled, terminated or suspended, in whole or in part, by the City; and
5. The Consultant shall include the provisions of paragraphs (1) through (4) above in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

The Consultant further agrees that it shall abide by the Kansas Age Discrimination In Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision in the Americans With Disabilities Act (42 U.S.C 12101 et seq.) as well as all federal, state, and local laws, ordinances and regulations applicable to this project and to furnish any certification required by any federal, state or local governmental agency in connection therewith.

Contractor shall observe Chapter 8.10 of the Overland Park Municipal Code, entitled "Civil Rights". Contractor shall not discriminate on the basis of sexual orientation or gender identity or expression. Discrimination by contractor in violation of this subsection shall be grounds for the City to terminate the Agreement without penalty.

SECTION IX - PROHIBITION AGAINST CONTINGENT FEES

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City may terminate the Agreement without liability or may, in its discretion, deduct from the Contract Price or otherwise recover the full amount of such fee, commission, percentage, gift or contingent fee.

SECTION X - ASSIGNMENT AND SUBCONTRACTING

The CONSULTANT shall not assign, transfer, convey, sublet or otherwise dispose of this

CONTRACT nor any of the rights and obligations hereunder without the prior written consent of the CITY, but in no event shall such consent relieve the CONSULTANT from its obligations under the terms of this CONTRACT.

It is understood and acknowledged by the parties that should the CONSULTANT intend to subcontract some services required under this CONTRACT, the CONSULTANT agrees to obtain prior written approval from the CITY of any such subcontracting relationships and of the services such subcontractors are to perform. Notwithstanding this procedure, such subcontractors shall at times remain under the direction and control of the CONSULTANT and not the CITY, and the CONSULTANT shall remain fully liable to the CITY for the proper discharge of all the services required hereunder regardless of by whom they are performed.

SECTION XI - AGREEMENT STATUS

This CONTRACT is and shall be deemed an independent contract for services and the CONSULTANT and all persons providing services on behalf of the CONSULTANT under this CONTRACT shall be deemed independent contractors and shall not be deemed under any circumstances to be employees of the CITY.

SECTION XII - GOVERNING LAW

This CONTRACT shall be governed by, enforced and construed in accordance with the laws of the State of Kansas.

SECTION XIII - ENTIRE CONTRACT

This CONTRACT and the CONSULTANT'S Proposal of August 19, 1999, constitute the entire and exclusive agreement between the parties with respect to the subject matter hereof and supersede all other communications, whether written or oral. This CONTRACT may be modified or amended only by a writing signed by the Party against whom enforcement is sought. In the event of a conflict between this CONTRACT and the CONSULTANT'S Proposal, this CONTRACT controls.

SECTION XIV - EXECUTION OF CONTRACT

The parties hereto have caused this agreement to be executed in triplicate this ____ day of _____, 2024.

CITY OF OVERLAND PARK, KANSAS

Lori Curtis Luther, City Manager

ATTEST:

Elizabeth Kelley, City Clerk

APPROVED AS TO FORM:

[Michael Koss](#)
City Attorney

Name
Title

ATTEST:

CORPORATE ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

BE IT REMEMBERED, That on this ___ day of _____, 2024, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____, _____ of _____, a corporation duly organized, incorporated and existing under and by virtue of the laws of _____; and _____, Secretary of said corporation, who are personally known to me to be such officers and who are personally known to me to be the same persons who executed as such officers the within instrument on behalf of said Corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said Corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Notary Public

My Appointment Expires:
