AGREEMENT

This AGREEMENT, made as of this 19 day of July, 2016, by and between THE MERCER GROUP, INC. and the VILLAGE OF TINLEY PARK, ILLINOIS, a governmental corporation.

WITNESSETH:

WHEREAS, the Village of Tinley Park, Illinois, (hereinafter referred to as the "Village") has made a request for proposal dated June 14, 2016, to hire an executive recruiter to conduct a search for a Fire Chief for the Village, and

WHEREAS, The Mercer Group, Inc. (hereinafter referred to as "Mercer") has submitted a proposal in response to the Village's request; and

WHEREAS, the Village has selected Mercer's proposal as the proposal which best meets its needs and the Village desires to hire Mercer to conduct the Village's search for a new Fire Chief, and

WHEREAS, Mercer desires to assist the Village in conducting the Village's search for a Fire Chief.

NOW THEREFORE, in consideration of the following mutual covenants and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by all parties hereto, Mercer and the Village hereby agree as follows:

1. Mercer agrees to provide services and support to the Village in the conduct of the Village's search for a Fire Chief. Mercer agrees to conduct the Village's project in accordance with scope of services outlined in its Proposal to the Village dated June 14, 2016, in response to the Village's request for proposal.

Mercer's proposal is incorporated by reference and thus made a part of this Agreement.

2. The Village agrees to compensate Mercer for its services in the amount of $20,500 for professional services and expenses to conduct the Fire Chief search. Payments to Mercer are to be made as set out below:

We will submit regular invoices for fees and expenses.

It is our practice to bill one-third at the start of the search;

One-third upon delivery of the semi-finalist application materials;

And one-third upon delivery of the Final Report (Interview Guide with candidate information).
Agreement, Continued:

Each invoice is due and payable upon receipt for professional services. Expenses will be billed monthly in addition and shown as a separate figure.

3. The Village and Mercer both agree that this Agreement shall be governed by the laws of the State of Illinois.

4. The Village and Mercer both agree that in the event that any dispute arises between the parties, the complaining party shall promptly notify the other of the dispute in writing. Each party shall respond to the other party in writing within ten (10) working days of receipt of such notice.

5. The Village and Mercer both agree that any amendments to this Agreement shall be made in writing, and executed by both parties. No proposed amendment which is not in writing and executed by both parties shall effect the terms of this Agreement.

6. The parties shall have the right at either parties' convenience to terminate this Agreement following ten (10) days written notice to the affected party. Should either party terminate this Agreement the Village shall only be obligated to pay Mercer for those services already provided.

VILLAGE OF TINLEY PARK, ILLINOIS

BY: 

THE MERCER GROUP, INC.

BY:
ACCEPTANCE

This proposal is accepted for Village of Tinley Park, Illinois, by:

SIGNATURE:  

NAME:  Dave Seaman

TITLE:  Mayor

DATE:  July 19, 2016

****
Why Should Tinley Park Select The Mercer Group, Inc.

Qualifications and Staffing

The Mercer Group, Inc. has been in operation for over thirty years with our corporate headquarters in Atlanta and offices in thirteen (13) States. We have successfully recruited over 2,000 public sector executives nation-wide, many of which have been in the public safety field such as Fire Chiefs, Assistant or Deputy Fire Chiefs, Police, Assistant or Deputy Police Chiefs.

The project manager for the Tinley Park Fire Chief recruitment will be James L. Mercer, President/CEO and he will serve Tinley Park from our Santa Fe, New Mexico, location. Mr. Mercer has over 30 years of public sector management experience throughout the country. Learn more about Mr. Mercer by visiting http://www.mercergroupinc.com/about-us

Understanding the Project

Services provided include, but are not limited to position analysis and preparation of position profiles, recruitment for the position, inviting potential candidates to apply, reviewing and screening applications, conducting interviews, reference checks and background checks of selected candidates, recommending a list of final candidates, coordinating “meet and greet functions” and final interviews, negotiating, and following up.

Our Approach and Our 7-Step Search Process

We recommend a seven (7)-step search process, including:

1. **Position Analysis** – We will define work relationships, job qualifications and requirements for the position – the “Position Profile”.
2. **Recruitment Process** – We will recruit state-wide, regionally and nationally for the position and network to locate qualified candidates.
3. **Resume Review** – We will identify qualified candidates.
4. **Candidate Screening** – Handled personally and thoroughly by Mr. Mercer.
5. **Background Investigation** – We will thoroughly evaluate prospective candidates,
6. **Interview Process** – We will make recommendations and assist in selection.
7. **Negotiation and Follow-up** – We will facilitate employment and follow-up to ensure complete integrity of the process.

The details of our 7-Step Search Process are defined in our formal proposal.
The Mercer Group, Inc.

Schedule

The proposed schedule we recommend provides for the successful candidates to be selected within 12 weeks or LESS from start to finish.

Reasonable Fees

Our fee is normally $16,500 plus $8,000 in not-to-exceed expenses. Because we are interested in conducting this Fire Chief search for Tinley Park we will discount the fee to $15,000 plus not-to-exceed expenses of $5,500.

There will be NO additional fees/costs or expenses paid to The Mercer Group, Inc.

Guarantees

We make ten (10) guarantees of our search and recruitment work. The ten (10) guarantees are listed and explained in our formal proposal; however,

While they are all important, we would like to highlight five as follows:

1. We will keep working until the placement is made and we have a record of not failing.
2. We will never recruit a candidate whom we have placed in a client organization as long as he/she is employed by that organization without the full agreement of the client.
3. We will not recruit other candidates from our client's organization for two years after completion of a search assignment.
4. We will not present a candidate simultaneously to more than one client. This permits our firm to represent one client organization without any conflicts of interest.
5. If the selected candidate leaves your employ within the first two years, FOR ANY REASON, we will redo the search for expenses only, there will be NO FEE for our services.

We look forward to being of service to the City of Tinley Park.

Sincerely yours,

THE MERCER GROUP, INC.
James L. Mercer, President/CEO
1000 Cordova Place #726
Santa Fe, New Mexico 87505
505-466-9500
jm Mercer@mercergrupJinc.com
www.mercergroupinc.com