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: ____________________________

ATTEST:

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

****