

AGREEMENT FOR PROFESSIONAL SERVICES

THIS **AGREEMENT FOR PROFESSIONAL SERVICES** is entered into this 8th day of December, 2020, by and between the **CITY OF HIGH POINT, NC**, a North Carolina municipal corporation, with a principal place of business located at 411 North Hamilton Street, High Point, North Carolina ("City"), and **THE JAMES L. MERCER GROUP, INC.**, a foreign corporation authorized to do business in North Carolina and with its principal place of business located at 1000 Cordova Place #726, Santa Fe, NM 87505-1725 ("Mercer"), each referenced individually as "Party" and collectively as "Parties."

WITNESSETH:

WHEREAS, the City requested Proposals and desires to retain a qualified firm to conduct an executive search for a new City Manager; and

WHEREAS, The Mercer Group, Inc. ("Mercer") submitted a Proposal; and

WHEREAS, the City determined that Mercer's Proposal meets its needs and the City desires to retain Mercer to assist in conducting the search for a new City Manager; and

WHEREAS, Mercer desires to assist the City in conducting the City's search for a City Manager;

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 the Parties, Mercer and the City agree as follows:

1. Mercer agrees to provide professional services and support to the City in the conduct of the City's search for a City Manager. Mercer agrees to conduct the project in accordance with the scope of services and other provisions in its Proposal to the City dated October 7, 2020, ("Proposal") and in accordance with the professional standard of care exercised by similar consulting firms in the industry. A copy of the Proposal is attached hereto as **Exhibit A** and is incorporated by reference and made a part of this Agreement.
2. The City agrees to compensate Mercer for its services in the amount of \$21,500.00 for professional services, plus actual expenses capped at a maximum amount of \$4,500.00 as stated in the Proposal, to conduct the search. Payments to Mercer are to be made as outlined in the **COST PROPOSAL Reasonable Fees** section of Mercer's Proposal.
3. This Agreement shall be governed by the laws of the State of North Carolina.
4. In the event that any dispute arises between the Parties, the complaining Party shall promptly notify the other of the dispute in writing. The other Party shall respond to the complaining Party in writing within ten (10) working days of receipt of such notice, and make reasonable efforts to resolve the dispute and cure any alleged breach of the Agreement. The Parties shall consider use of a mediator to assist in resolving the dispute.

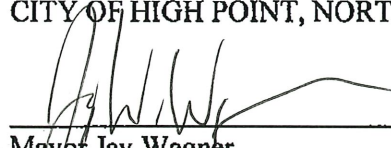
5. This Agreement contains the entire agreement between the Parties. Any amendments to this Agreement shall be made in writing and executed by both Parties. No proposed amendment which is not in writing and executed by both Parties shall affect the terms of this Agreement.

6. Both Parties shall have the right, at the convenience of either Party, to terminate this Agreement, after first attempting to resolve the dispute as provided in Paragraph 4, and after ten (10) days additional written notice to the other Party. Should either Party terminate this Agreement, Mercer shall provide to the City within a reasonable time all material written information and documents related to the search, including a list of candidates who have applied for the position up to the date of termination and all application materials. Upon termination, the City shall be obligated to pay Mercer only for those services already provided, plus actual expenses incurred; provided that if the City extends an offer of employment to one of the candidates presented to the City by Mercer, the full amount of professional fees provided for in the Agreement shall be due and payable within thirty (30) days after the offer of employment.

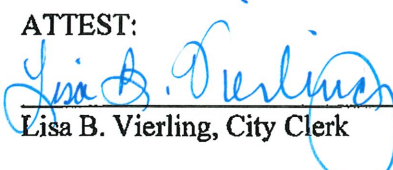
IN WITNESS WHEREOF, the City and the Service Provider have caused the Agreement to be executed in 2 original copies on the day and year first above written by their duly authorized representatives.

CITY OF HIGH POINT, NORTH CAROLINA

BY:


Mayor Jay Wagner

ATTEST:



Lisa B. Vierling, City Clerk



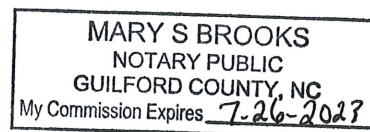
STATE OF NORTH CAROLINA
COUNTY OF GUILFORD

I, Mary S. Brooks, a Notary Public of the County and State aforesaid, do hereby certify that Lisa B. Vierling personally appeared before me this day and acknowledged that she is City Clerk of the City of High Point, and that by authority duly given and as an act of the said City, the foregoing instrument was signed in its name by its Mayor, and attested by herself as its City Clerk.

WITNESS my hand and official seal, this the 8th day of December, 2020.


Notary Public

My Commission Expires: July 26, 2023



THE JAMES L. MERCER GROUP, INC.

By:

Name: JAMES L. MERCER

Title: PRES/CEO

ATTEST

In witness whereof, said corporation has caused this instrument to be executed by its President

and attested by its Secretary this the 3rd day of DEC, 2020.

Attest:

Secretary (Signature)

[SEAL]

STATE OF NEW MEXICO

COUNTY OF SANTA FE

I, KAROLYN PRINCE-MERCER Notary Public of the County and State aforesaid, certify that JAMES L. MERCER personally came before me this day and acknowledge that he/~~she~~ is the Secretary of THE JAMES L. MERCER GROUP, INC. a corporation organized in the state of GA and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by him/~~her~~ as its Secretary.

Witness my hand and official seal or seal, this the 3rd day of DEC, 2020

Karolyn Prince-Mercer (Notary Public)

My Commission Expires: June 20, 2021

