

A RESOLUTION AWARDED THE TOWN MANAGER  
SEARCH FIRM CONTRACT TO THE MERCER GROUP, INC.

Resolution No. 76/2002-03

**BE IT RESOLVED** by the Aldermen of the Town of Carrboro that the contract to provide search services for the position of Town Manager be awarded to The Mercer Group, Inc.

This the 7<sup>th</sup> day of January, 2003.

**Sample Contract**

**AGREEMENT**

This AGREEMENT, made as of this \_\_\_\_ day of \_\_\_\_\_, 2003, by and between **THE MERCER GROUP, INC.** and the **TOWN OF CARRBORO, NORTH CAROLINA.**

**WITNESSETH:**

WHEREAS, the Town of Carrboro, North Carolina, (hereinafter referred to as the "Town") has made a request for proposals to hire an executive recruiter to conduct a search for a town manager for the Town, and

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

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

WHEREAS, Mercer desires to assist the Town in conducting the Town's search for a Town 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 all parties hereto, Mercer and the Town hereby agree as follows:

1. Mercer agrees to provide services and support to the Town in the conduct of the Town's search for a town manager. Mercer agrees to conduct the Town's project in accordance with scope of services outlined in its Proposal to the Town dated December 19, 2002, in response to the Town's request for proposal.

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

2. The Town agrees to compensate Mercer for its services in the amount of \$12,500 for professional services and not-to-exceed \$7,500 in expenses.
3. The Town and Mercer both agree that this Agreement shall be governed by the laws of the State of North Carolina.

**Agreement, Continued:**

4. The Town 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 Town 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 Town shall only be obligated to pay Mercer for those services already provided.

**TOWN OF CARRBORO, NORTH CAROLINA**

BY:

**ATTEST:**

**THE MERCER GROUP, INC.**

BY:

James L. Mercer, CMC  
President/CEO