

AGREEMENT

This AGREEMENT, made as of this 23rd day of September, 2015, by and between **THE MERCER GROUP, INC.** and the **CITY OF LAS CRUCES, NEW MEXICO**, a public corporation.

WITNESSETH:

WHEREAS, the City of Las Cruces (hereinafter referred to as the "City") is interested in hiring an executive search firm to assist the City by conducting an executive search for a new City Manager for the City of Las Cruces; and

WHEREAS, The Mercer Group, Inc. (hereinafter referred to as "Mercer") has responded to the City's request for proposal for a professional services firm to conduct a search for a City Manager; and

WHEREAS, the City has selected Mercer's proposal dated August 12, 2015, as the proposal which best meets its needs and the City desires to hire Mercer to assist the City by conducting an executive search for City Manager; and

WHEREAS, Mercer desires to assist the City by conducting an executive search for 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 all parties hereto, Mercer and the City hereby agree as follows:

1. Mercer agrees to conduct a "turn-key" executive search for the new City Manager for the City in accordance with Mercer's proposal to the City dated August 12, 2015. Mercer's proposal to the City dated August 12, 2015, is attached to this proposed Agreement as Attachment A and, is hereby incorporated and made a part of this Agreement by reference.
2. The discounted compensation to be paid to Mercer by the for the completion of the searches is as follows:
 - \$15,000 professional services fee for the City Manager search.
 - Not-to-exceed expenses of \$8,000 for the City Manager search.
3. Payment terms to Mercer are as follows:
 - 1/3 at the beginning of each search process.
 - 1/3 at the time of presentation to the City of semi-finalist candidates.

Agreement, continued:

1/3 at the time of presenting a final report to the City of finalist candidates.

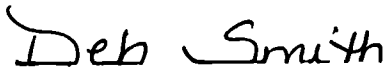
Applicable expenses as identified in Mercer's scope of work for the search processes will be billed to the City by Mercer on a monthly basis and will be accompanied by appropriate receipts and documentation.

4. The City's liability to Mercer for services rendered under this Agreement will not exceed the agreed upon price unless an increase is authorized by the City in writing.
5. Mercer will comply with all applicable laws, rules and regulations of federal, state and local government entities.
6. Mercer's ability to carry out the work required by the City under this Agreement will be heavily dependent upon its past experience in providing similar services to others, and it expects to continue such work in the future. Mercer will, to the degree possible, preserve the confidential nature of any information received from the City or developed during the work in accordance with its professional standards.
7. Mercer assures the City that it will devote its best efforts to carrying out this Agreement. The results obtained, recommendations and any written material provided to the City by Mercer will represent Mercer's best judgment based upon the information available to Mercer. Mercer's liability to the City, if any, will not be greater than the amount paid Mercer for the services rendered to the City.
8. The City and Mercer both agree that this Agreement shall be governed by the laws of the State of New Mexico.
9. The City 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.
10. The City 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.

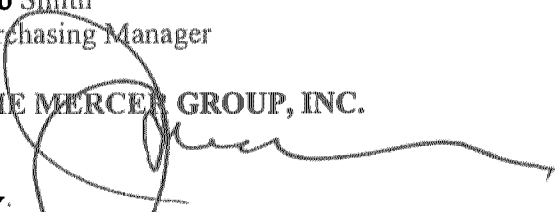
Agreement, continued:

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

CITY OF LAS CRUCES, NEW MEXICO

BY: 
Deb Smith
Purchasing Manager

THE MERCER GROUP, INC.

BY: 
James L. Mercer, President/CEO
Certified Management Consultant (CMC)

APPROVED AS TO FORM:



City Attorney