

The PACE Group
EXECUTIVE SEARCH AGREEMENT

THIS AGREEMENT is made and entered into as of the ____ day of September, 2021 by and between **THE PACE GROUP**, (hereinafter “PACE”), and **The City of Tupelo, Mississippi** hereinafter referred to as “**CLIENT**”.

WHEREAS, the client is seeking to fill the position of City Planner at The City of Tupelo, Mississippi.

WHEREAS, PACE desires to provide assistance to the **CLIENT** in the identification and selection of one individual qualified to serve in this position, and

WHEREAS, the parties hereto desire to set forth their mutual understandings and agreements regarding the services to be performed by PACE.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other goods and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

EXECUTIVE SEARCH – PACE will conduct an in-depth search for qualified candidates, which shall include the following steps.

- a) **CLIENT NEEDS ASSESSMENT**: PACE personnel conduct interviews to review the requirements and to discuss the desired background, experience, and personality of the desired candidates. Anthony Michelic, Wanda Sullivan and/or other PACE team members will interview up to 12 individuals designated by the **CLIENT** in-person or by telephone.
- b) **POSITION SPECIFICATION**: PACE will prepare and submit to the **CLIENT** a job specification sheet for this position.
- c) **RESEARCH**: PACE will identify sources likely to identify candidates who will meet the needs of the **CLIENT** for this position.
- d) **CONTACTS AND INTERVIEWS**: PACE will conduct telephone discussions and personal interviews with a broad spectrum of potential candidates who have been identified through the research of PACE. PACE agrees to include in this process all candidates which are referred to PACE by the client based upon their efforts to staff this position up to this point.
- e) **PRESENTATION**: PACE will present 3-5 candidates deemed worthy to the **CLIENT**. PACE will present individuals for the position to the **CLIENT** following the completion of the contact and interview efforts. In the event the candidates presented are not acceptable, PACE will continue its search until a candidate is confirmed by Client Search Committee members.
- f) **CLIENT INTERVIEWS**: PACE will schedule interviews between the **CLIENT** and candidates selected for the position.
- g) **REFERENCE CHECKING**: PACE will provide an in-depth reference check of each of the final candidates chosen by **CLIENT** prior to the final interview by the **CLIENT** and extension

of an offer to said candidate. Said reference checking shall consist of telephone or personal interviews by PACE personnel of former supervisors, subordinates, peers and others having knowledge of each of the selected candidates. PACE will conduct full financial and Criminal Background Checks on candidates that are presented.

- h) **PERSONALITY TESTING:** Because a “good fit” between the **CLIENT** and the individual selected is required, The PACE Group recommends that a thorough personality test be administered by PACE for each candidate selected to interview with the **CLIENT**. From the test results, a complete personality work profile will be developed. This profile will delineate the management style of each candidate and his or her preferred working environment.
- i) **OFFER:** PACE will work closely with the **CLIENT** in developing a contract offer to the candidate selected.

STAFFING: The executive search provided by PACE will be led by PACE President, Anthony Michelic and Vice President, Wanda Sullivan in association with other PACE team members.

FEES: PACE fee for conducting this Executive Search is 28% of the selected candidates first-year base salary. We request that our fee be paid according to the following schedule:

- a) \$6,500 upon execution of contract.
- b) \$6,500 upon presentation of candidates.
- c) Remaining balance upon offer and acceptance of position by selected candidate.

TIMING: Upon contract approval, we will work around the clock to satisfy any search needs. Within 60 days from the client needs assessment, PACE shall present finalists for interview.

INDEMNITY: PACE agrees to indemnify and hold the **CLIENT** harmless from any and all claims, liabilities, losses and expenses arising out of, or resulting from, any and all activities conducted by PACE.

GUARANTEE - The PACE Group will provide a two-year guarantee. If the successful candidate leaves the position for any reason within twenty-four months of date of hire or should be terminated by the organization, then the PACE Group will conduct the search for a successor with no additional fee. Expenses specific to the additional search will be reimbursed to PACE in accordance to the original agreement.

OUT-OF-POCKET EXPENSES: PACE will invoice for direct out-of-pocket expenses incurred by PACE during the search process. Payment for direct out-of-pocket expenses shall be due upon receipt. Direct out-of-pocket expenses include, but are not limited to, those set forth in Exhibit “A” attached hereto and incorporated herein.

JURISDICTION - Jurisdiction over this contract and any disputes arising therefrom shall be within the State of Mississippi.

AMENDMENT AND CHANGES - This agreement is the exclusive agreement between the parties and only these terms and covenants apply. Any other previous promises which are not included shall not be applicable to this agreement. Amendments to this agreement are allowed if they are in writing and signed by both parties to the agreement.

IN WITNESS WHEREOF, the parties have executed this agreement as of the ____ day of September, 2021.

By: _____
Anthony Michelic, President
The PACE Group
116 Payne Drive
Tupelo, MS 38804
Phone: 575.361.5513

By: _____
Todd Jordan, Mayor
City of Tupelo

EXHIBIT A

Typical Out-of-Pocket Expenses

- 1) MOTELS
- 2) FOOD
- 3) RENTAL CAR
- 4) PERSONAL VEHICLE MILEAGE: Current IRS rate.
- 5) PERSONALITY PROFILES: For each candidate selected for a final interview, The PACE Group charges \$150.00 for each candidate's DISC personality profile.
- 6) BACKGROUND CHECKS: \$150.00 per finalist for each completed analysis, which includes education, motor vehicle, criminal, financial and job history.
- 7) AIRLINE: The most economical airline possible based on notice of travel requirement.