

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN TOWN OF CAPE ELIZABETH AND
EATON PEABODY CONSULTING GROUP**

This Agreement is made on this 15th day of September 2016 by and between the Town of Cape Elizabeth (hereinafter "Client") and Eaton Peabody Consulting Group (hereinafter "EPCG").

The Client and EPCG agree as follows:

1. Scope of Services. EPCG staff will provide assistance to the Client in the recruitment of a new Town Manager (the "Project"). The recruitment process will include:

- developing an overall recruitment strategy with the Client;
- assisting the Client in determining the essential skills and experiences required for the next Town Manager to assist with the issues and challenges facing the Town;
- determining, with the Client, the process and timeline that will be used in the search;
- preparing a draft employment advertisement for review by the Client;
- determining, with the Client, where and in what media to advertise (i.e., nationally, regionally, locally, internet and/or newspapers);
- receiving and reviewing all applications, including performing initial investigation of the applicants, preparing information packets for the Client on applicants, and assisting the Client regarding suitable applicants to interview;
- scheduling all interviews, assisting with suggested questions, and participating in the interviews as an observer;
- after the Client has selected the finalist(s), complete background checks on the top candidate(s) for the Client and schedule second interviews with questions if necessary;
- be available to answer any questions and assist the Client in their evaluations and selection; and
- assisting in contract negotiations for the terms of employment with the selected candidate, if so directed by the Client.

2. Term of Agreement. EPCG is available to begin work on this Project upon return of this signed Professional Services Agreement and services will continue until such time as a new Town Manager is named and starts work, or until such time as it is terminated in accordance with Section 6 of this Agreement.

3. Compensation. Professional services will be billed for a flat fee of \$8,000, plus reimbursement of direct expenses such as mileage, printing, advertising expenses and other reasonable expenses incurred. Invoices for professional services rendered and expenses incurred will be sent upon completion of the Project. Payment is due upon receipt of an invoice and is current if paid within 30 days, and shall be subject to a late charge of 1½% per month on amounts past due. EPCG agrees to provide a free Manager Search, excluding direct expenses associated with the

search, for the Client if the selected candidate leaves the position for any reason within one year of starting their job as Town Manager.

4. Insurance/Indemnification. EPCG carries workers compensation insurance coverage for its employees and requires sub-contractors to carry workers compensation insurance. EPCG also has in force general liability insurance of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. EPCG agrees to the fullest extent permitted by law to indemnify and hold harmless the Client and its officers, agents and employees from and against all claims, damages, losses and expenses arising out of or resulting from the negligent performance of work by EPCG, its officers, agents or employees, under this Agreement.

5. Conflict of Interest. EPCG agrees to inform the Client of any assignments that may create a conflict of interest. Should the Client determine that a conflict exists, it shall notify EPCG of its determination. Should EPCG choose to undertake work determined to be a conflict of interest, Client shall have the right to terminate this Agreement with written notice to EPCG as provided in Section 6 of this Agreement.

6. Termination. Client may terminate this Agreement at any time with written notice of such termination to EPCG. EPCG shall be compensated for all services satisfactorily rendered up to the date of receipt of written notification of termination.

7. Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if sent by First Class mail addressed as follows, or such other address as they may designate from time to time:

If to Client: Michael K. McGovern, Manager
Town of Cape Elizabeth
320 Ocean House Road
Cape Elizabeth, ME 04107

If to EPCG: Rickmond K. McCarthy, Managing Director
Eaton Peabody Consulting Group
77 Sewall Street, Suite 3000
Augusta, Maine 04330

8. Amendment. Both parties to this Agreement understand the current assumptions supporting this Agreement may change and that the parties must therefore exhibit flexibility, including a willingness to entertain and execute amendments. Amendments can only be executed with the mutual consent of the parties to this Agreement.

9. Disclaimer. EPCG is a wholly owned subsidiary of the law firm of Eaton Peabody. EPCG is not engaged in the practice of law and does not provide legal advice or services.

10. Assignment. Neither party shall assign this Agreement without the prior written consent of the other party.

In witness whereof, Client and EPCG have each caused this Agreement to be signed by their duly authorized representatives.

TOWN OF CAPE ELIZABETH

EATON PEABODY CONSULTING GROUP



By: Michael K. McGovern

Its: Manager



By: Rickmond K. McCarthy

Its: Managing Director