



MASTER SERVICES AGREEMENT

By this Master Services Agreement (the "Agreement"), M&B Search Group LLC (hereinafter referred to as "MBSG") accepts the assignment to provide recruiting services for City of Independence, Missouri now known as "Client", which hereby enters into this Agreement with MBSG as of the date of the last signature below.

DIRECT HIRE RECRUITMENT SERVICES

After establishing the qualifications for the recruiting assignment, MBSG will identify prospects; inquire about their backgrounds, interest in the opportunity, qualifications, technical expertise, accomplishments, financial expectations and career goals. If the prospect meets the requirements and overall suitability regarding the Client's expectations, the resume of the candidate is submitted, with permission of the candidate, to the Client via email or in person. Where possible, MBSG will perform reference checks and will furnish Client with this information upon request. Because there are substantial legal restrictions on the use and communication of various types of employment-related information, it is mutually understood that final reference checks, verification of education, criminal check, credit checks, and other documentation deemed necessary by Client will be performed by Client.

Client will designate a representative for coordination of search and placement activities with MBSG, who will work with MBSG, as required, in the evaluation and screening of prospective candidates, timely arrangement of interviews, and the arrangements of appropriate activities in the final selection process, to include meetings with the appropriate hiring managers. Client will process all candidates in a professional manner and will keep MBSG informed on a current basis of negotiations with all candidates.

1. Direct Hire Placement Fee & Payment Terms

MBSG performs its search services on a contingency basis, meaning no fee will be assessed unless Client hires a candidate introduced by MBSG. The fee for providing such services is a flat fee per position that will not exceed the total of \$49,000 for the following positions: Finance Operations Manager; Accounting Manager; Special Projects/Applications Specialist and Procurement Specialist. Placement fees are earned by MBSG when a candidate is hired either directly or indirectly by Client, its affiliate or subsidiary, within one year of the last contact made as a result of MBSG's efforts or referral, including but not limited to facsimile transmission or email of a requested resume or candidate profile, telephone interview, or personal interview. Candidates are referred to Client in confidence. Should Client refer or otherwise identify a candidate to another company that hires the candidate, Client shall be jointly and severally liable for the entire fee.

The client and MBSG acknowledges that other names and resumes may be presented during the Search by other search firms, directly by candidates, or directly or indirectly to or through client referrals. The client and MBSG agree that the client shall notify/respond to all such submissions or presentations by notifying the presenting party that an exclusive search is in progress and that all submissions must be made through MBSG. The client shall pay no fee to any other search firm for a candidate covered by this Search while this Search is in progress.

All fees are earned on the candidate's start date, payable within **ten (10)** days of the candidate start date. Unpaid fees are subject to a service charge of 1.5% per month (18% per year). In the event Client fails to timely pay any said fees when due, Client agrees to pay all MBSG's fees and costs of enforcement, including but not limited to attorney fees and costs.

2. Direct Hire Placement Guarantee

MBSG guarantees a candidate placement for **thirty (30)** calendar days. If a candidate should resign or be terminated for reasonable cause between days one (1) and thirty (30), MBSG will make a reasonable effort to replace the candidate at no additional charge (no additional charge for the same salary). Each position is eligible for one replacement. This guarantee does not apply if the invoice terms have not been met, or if the candidate is terminated for any reason other than cause or resignation. For purposes of this section A.2, "cause" shall mean termination of candidate's employment by Client based on candidate's willful or gross misconduct in the performance of his/her duties, including, without limitation, dishonesty, fraud, theft, embezzlement, insubordination, sexual harassment or any criminal action.



TERM

This Agreement shall remain in effect for one year following the date it is signed, unless terminated by either party as provided below, and shall automatically renew for consecutive one (1) year periods. This Agreement may be terminated at any time by either party for any reason or nor reason by providing thirty (30) calendar days advance written notice of termination. Any obligations with respect to the payment of invoices by Client to MBSG that were in effect prior to termination shall remain in effect.

WAIVER OF JURY TRIAL

The Parties each hereby waive the right to trial by jury of any cause of action, claim, counterclaim or cross-complaint in any action, proceeding, or other hearing brought arising out of, or in any way connected with this Agreement

GOVERNING LAW; VENUE

This Agreement shall be governed by the laws of the State of Kansas, without reference to its conflict of laws principles. The parties hereby consent, in any dispute, action, litigation, arbitration or other proceeding concerning this Agreement, to the jurisdiction of the Tenth Judicial District Court of Kansas Johnson County, or the United States District Court of the District of Kansas, Kansas City courthouse being the only possible venues for the bringing of the action or proceeding.

M&B Search Group LLC

City of Independence, Missouri

Michelle Decker _____
Michelle Decker, Manager

Authorized Signer, Title

03/14/2022 _____
Date

Date