

Pratapas Associates, LLC

Practical Solutions for Today's Not-For-Profit

EXECUTIVE SEARCH CONSULTING SERVICES CONTRACT

Agreement: This agreement is made and entered into this 31st day of January, 2022 by and between Wheaton Park District, Wheaton, IL (hereinafter "Client") and Pratapas Associates, LLC of 1717 North Naper Boulevard, Naperville, IL 60563 (hereinafter "Consultant").

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

- I. **Project Responsibilities and Obligations:** Consultant will assist Client by conducting an Executive Search to fill its Development Manager position as further detailed in "Exhibit A-1" to this contract (Proposal to Wheaton Park District) which is attached and hereby incorporated into the contract by reference as the (The Project). Work to be performed by Consultant is specifically outlined in the attached Exhibit A-1.
- II. **Terms of engagement:** Consultant services shall commence on or around February 1st, 2022, and we expect to complete the project by April 30th, 2022, or sooner. The completion date may be shortened or extended due to circumstances agreed to by both parties. Delivery of services shall reasonably conform to the anticipated total number of days to perform the search process as outlined in "Exhibit A-1."
- III. **Fees and Expenses:** In exchange for Consultant's services, as set forth in Section I above, Client will pay Consultant 19% of the base compensation extended to the selected and hired candidate as outlined in "Exhibit A-1." Consultant will bill Client in three installments to be paid as services are rendered as set forth in Exhibit A-1. All payments and final payment will be made within ten days of receipt of an invoice itemizing charges incurred while providing the contracted services over that month or period of time.

In addition to the consultant fees set forth above, Client will pay to Consultant reasonable and necessary out-of-pocket business related expenses. It is estimated that out of pocket expenses will not exceed \$750 for the project. In the event out-of-pocket expenses are to exceed \$750 by greater than 10%, Consultant will notify Client for approval and Consultant shall not incur such expenses without the consent of the Client. Reimbursement of expenses shall include charges for such items such as mileage (\$.585 per mile), tolls and parking, posting and advertising job opening, administrative fee for printing/copying project related documents, related UPS/postage, and purchase of supplies for meetings, presentations, and project related meals. Out-of-pocket expenses shall be charged

at actual cost without markup. Reimbursement for out-of-pocket expenses shall also be paid within 10 days of receipt of an invoice by Client on submission of receipts by Consultant. Invoices for out-of-pocket expenses shall be submitted as part of Consultant's invoicing and not separately.

- IV. **Termination:** This Agreement will commence as of the date indicated above in Section II and continue until Consultant's completion of all services related to conducting the Executive Search set forth in Section I of this Agreement which have been authorized by Client. Neither party can terminate this contract except for cause. Termination for cause must be made by providing not less than 30 days prior written notice to the other party (the "Termination Notice") specifying the termination date (the "Termination Date"). During the period after the Termination Notice and until the Termination Date, Consultant shall not perform any additional services or incur any additional expenses, without the prior written approval of the Client. On or before the Termination Date, the Client will pay all fees and expenses due to Consultant as of the date of the Termination Notice, and upon such payment, Consultant will deliver to Client all Client materials and Consultant deliverables due to Client. Within 15 days of the Termination Date, Client will pay all fees and expenses due for any agreed upon services performed and expenses incurred after the date of the Termination Notice and before the Termination date. Client will deliver to Consultant all Consultant materials on or before the Termination Date.


Upon receipt of the Termination Notice, Consultant will have no further obligations to Client except the return of the Client materials and the delivery of the deliverables, as provided above, or performing any services for any items of service agreed upon by both parties. All notices will be sent to the addressee's last known address, and shall be deemed given upon the earlier of actual receipt or three (3) days after being sent certified mail, return receipt requested, postage prepaid.

- V. **Confidential Information:** Each party hereto agrees not to disclose the confidential information of the other party, directly or indirectly, under any circumstances or by any means, to any third person, without express, written consent obtained in advance. Each party hereto agrees that it will not copy, transmit, reproduce, summarize, quote, or make any commercial or other use whatsoever of the other party's confidential information, except as provided herein. Each party agrees to exercise the highest degree of care in safeguarding the confidential information of the other party against loss, theft, or inadvertent disclosure and agrees generally to take all steps necessary to ensure the maintenance of confidentiality.

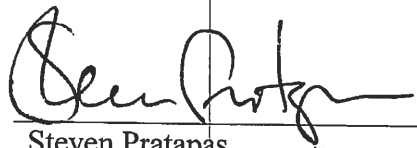
On termination of this agreement or as otherwise requested, each party agrees to deliver promptly to the other party all confidential information of that party, in whatever form, that may be in its possession or under its control.

- VI. **No Transfer:** This agreement shall not be assigned or transferred by either party without the express written consent of the other party, obtained in advance.
- VII. **Acceptance and Modification:** The terms of this agreement are accepted by each authorized party as signed below. Any modification of this Agreement or additional obligations assumed by either party in connection with this Agreement shall be binding only in writing and signed by each party or an authorized representative of each party. No waiver is effective unless in writing and signed by the waiving parties.

By the Parties:



Mike Bernard
Executive Director
Wheaton Park District



Steven Pratapas
President
Pratapas Associates, LLC

Date 1/31/2022

Date 1-31-22

**Proposal to Wheaton Park District (WPD)
Executive Search for Development Manager Position**

This proposal is presented by Pratapas Associates, LLC (Consultant) to meet the expressed needs of the Wheaton Park District (Client) in facilitating an Executive Search to identify and engage qualified and experienced candidates capable of filling its Development Manager position.

Focus of Consulting Activities:

The following activities will be initiated by Consultant in providing leadership to the search process. These include drafting a detailed Position Specification; development of “ideal Candidate Profile” and required “Core Competencies”; posting and advertising position in appropriate targeted networks and listings to surface and attract the most qualified candidates; screening of all candidate resumes; facilitating ZOOM and/or face to face interviews with candidates; perform candidate referencing and background checks; and presentation of recommended slate of candidates to WPD Executive Director, Director of Marketing, and other members of the search committee for consideration and final selection. Consultant will also provide input and recommendations to Client on final candidate selection and related compensation package.

To facilitate an effective search process which attracts both the most qualified and interested candidates, it will be important to first clearly identify the “ideal Candidate Profile” based on specific job-related duties, desired “Core Competencies,” key professional experiences, skills, and qualifications of the new Development Manager. The following is an outline of the steps/activities Consultant would take during the search process:

- Information gathering and assessment. Meet with WPD Executive Director, Director of Marketing and other key staff and board members through stakeholder interviews to develop clear understanding of expectations and desired Candidate Profile of the new Development Manager.
- Perform necessary research on compensation trends for similar development positions to confirm advertised salary is competitive in the market area.
- Draft Development Manager Position Specification and Core Competencies and present to WPD Executive Director and Director of Marketing for review and approval prior to initiating formal search activities.
- Identify make up of the Search Committee with input from WPD Executive Director.
- Draft and place position advertisements to post opportunity in appropriate targeted networks and listing areas to attract our most desired candidates.
- Perform initial resume screening, facilitate ZOOM and face-to-face interviews to identify a list of no more than 3-4 final candidates to present to the WPD Executive Director, Director of Marketing, and Search Committee members for consideration.

- Perform reference and background check on final candidates presented to for consideration. In addition, consultant will provide a written “Candidate Summary Profile” on each individual presented. Summary will include Consultant’s observations and assessment on candidate’s professional experiences, skills and prior work performance gathered during the interview process, as well as key feedback obtained from reference/background inquiries performed by Consultant.
- Consultant will assist WPD leadership with selection of final candidate including the presentation/negotiation of compensation package/offer sheet to the final preferred candidate.

Lead Consultants: Steve Pratapas will serve as lead consultant in facilitating the Executive Search process and activities assisted by Julie O’Keefe, an Associate of the firm.

Project Duration: We estimate the search process and activities outlined above leading to presentation and selection of a final candidate would take anywhere from 2-3 months to complete. Timing would be dependent on factors including quality of candidates surfaced during posting process, availability of candidates for interview, and search committee members availability for final candidate interviews.

Proposed Fees: Our rates for facilitation and delivery of the executive search effort would be 19% of the base compensation and any signing bonus extended to the final selected candidate. Fees reflect a discount from our normal search rates in recognition of Wheaton Park District as a former client.

Payment of fees for the services provided by Consultant is to be made in three equal installments as follows: One-third of the estimated base salary at execution of contract; another one-third when candidates are presented to search committee for interviews; and the remaining one-third installment after final selection and engagement of the desired candidate.

Pratapas Associates offers a four month guarantee on our executive search beginning from the selected candidates start date of employment.

WPD will also be invoiced for reimbursement of any out-of-pocket business expenses incurred during the search process. We estimate these costs not to exceed \$750*.

**Reimbursement of customary business related out of pocket expenses include cost for targeted position postings/advertisings; project related travel/mileage, parking, and tolls; project related printing and copying; postage; minimal admin support; and other costs associated with the search process.*