

Recreation Results LLC

CONSULTING AGREEMENT

I. Description

This agreement for the professional services of Bobbi Nance of Recreation Results LLC, hereinafter referred to as Consultant, and Wheaton Park District of Wheaton, IL, hereinafter referred to as Organization, is entered into as of the date of the final signature below. Both Organization and Consultant agree to the following:

II. Statement of Work

Organization desires to participate in the voluntary review processes required to achieve the following accreditations:

- Illinois Distinguished Park & Recreation Accreditation (DPRA) program with anticipated on-site review occurring in Fall 2017
- Commission for Accreditation of Park & Recreation Agencies (CAPRA) program with anticipated on-site review occurring in Spring/Summer 2018

Organization desires that the Consultant provide advice and assistance to the Organization in preparing for these accreditation on-site reviews based on her experience and expertise. The Consultant shall perform and be solely responsible for all matters and questions relating to the following services:

- 1. Project Initiation (December 2016 – January 2017)**
 - a. Develop a project outline, guidelines, and schedule based on Organization's desired timeline for achieving DPRA & CAPRA accreditations
 - b. Develop an online portal for Organization to submit documentation as evidence of compliance with accreditation standards to Consultant for review
 - c. Conduct an on-site meeting to review schedule, accreditation application process, and process for submitting documentation for review to Consultant
- 2. Documentation Collection & Review (Beginning January 2017 and ending no later than May 2018)**
 - a. Review documentation submitted by Organization against accreditation standards for completeness
 - b. Provide advice for improvements and additions to documentation to more closely align with accreditation standards as needed
 - c. Provide on-going updates regarding Organization's status towards meeting accreditation standard requirements
- 3. Accreditation Visit Preparation (Beginning July 2017 and ending no later than May 2018)**
 - a. Assist with creation of final accreditation self-assessment documents for submission to accreditation commissions prior to on-site visits as needed
 - b. Provide advice regarding Organization's preparations for on-site accreditation visits
- 4. Project Wrap-Up (No later than August 2018)**
 - a. Provide Organization with a final copy of accreditation assessments and evidence of compliance submitted to Consultant
 - b. Conduct an on-site meeting to review accreditation maintenance recommendations

Consultant agrees to:

- Provide project management and consulting services as described in the Statement of Work above,
- Present a unified approach to meeting the standards of both accreditation processes to eliminate duplicate reviews, edits, and approvals when possible, and
- Provide a project status update via email twice per month regarding the status of submitted documents and progress towards the achievement of accreditation standards.

Organization agrees to:

- Conduct a self-examination of Organization's ability to successfully meet the requirements of both accreditation programs within the desired timeframe prior to entering into this agreement,
- Dedicate the necessary resources, including staff time, required to meet the deadlines for successfully achieving each accreditation within the desired timeframe,
- Work directly with accreditation commissions and assigned representatives/mentors to ensure timely submission of required applications, fees, and documents,
- Communicate with and prepare key internal stakeholders involved in the accreditation process,
- Submit electronic copies of documents as evidence of compliance of accreditation standards to the Consultant for review,
- Create accreditation final assessments including Organization descriptions and narratives to accompany each standard as required by the CAPRA accreditation program, and
- Manage all aspects of each on-site accreditation visit.

III. General Terms

- I. **Independent Contractor and Non-Assignment.** Consultant is an independent contractor, working under her own supervision and is not an employee or representative of the Organization. The Consultant identified in this Agreement will be the person providing the described services. Consultant shall not assign or subcontract any of its obligations under this agreement without the advance written consent of the Organization.
- II. **Consultant Relationship to Accreditation Boards/Commissions.** Consultant is independent from both the DPRA & CAPRA and has no role or influence in accreditation reviews or decisions by either accreditation commissions. Consultant is experienced in both accreditation program requirements and procedures, but has no involvement in any program that would represent a conflict of interest for consulting activities and does not speak for either accreditation program. The recommendations and conclusions of the Consultant are based on the experience and knowledge of the Consultant, but is no guarantee that the reviews by each accreditation program will result in the exact same findings as those of the Consultant.
- III. **Additional Services.** If requested by the Organization in writing and agreed to by the Consultant, the Consultant will be available to provide additional work beyond the services identified in the Statement of Work. Such services will be considered Additional Services.
- IV. **Copyright.** The Organization is responsible for any copyright licenses and trademark or royalty fees for all documents and photographs submitted as accreditation evidence. Upon conclusion of the agreement, all documentation provided to the Consultant as described in the Statement of Work will be returned to and remains the property of the Organization.
- V. **Indemnification.** The Consultant and Organization, including officers, employees, and agents, each hold each other harmless from and against any and all costs, losses or liabilities (including

reasonable attorney's fees), arising from or in any way attributable to or connected with any act, error, or omission.

- VI. **Confidentiality.** Organization is encouraged to redact any potentially sensitive information in all documents submitted to Consultant as evidence of compliance with accreditation standards. The Consultant shall not disclose any information included in Organization documents provided to Consultant, except as specifically required by law.
- VII. **Work Environment.** During the performance of services, Consultant, agrees that she and any person acting on behalf of Consultant will comply with any and all laws and ordinances and will not discriminate by reason of race, color, age, ethnicity, religion, national origin, pregnancy, sexual orientation, gender identity, genetic information, marital status, disability or status as a US veteran. Consultant also agrees to comply with all applicable federal, state, and local laws regarding smoke-free and drug-free workplaces.

IV. Payment Terms

- I. **Payment for Services Provided.** In consideration for this Statement of Work and the services performed by the Consultant under this agreement, the Organization shall pay the Consultant the following fees:

Project Initiation	\$4,250
Documentation Collection & Review	\$119/hour
Accreditation Visit Preparation	\$119/hour
Project Wrap-Up	\$650

The total fees for this project will not exceed \$9,800.

These fees are inclusive of work performed by the Consultant and all related expenses to complete the services as described in the Statement of Work. The Consultant shall pay her own income taxes and any other taxes on income derived from the performance of services hereunder. These fees do not include any accreditation application fees, or cover any direct expenses incurred by accreditation review teams during on-site visits – all of which are the responsibility of the Organization.

- II. **Invoicing.** The Consultant will submit invoices for periodic payments for work completed. Payment is due no later than 30 days after invoice is sent by check or other agreed upon method.

Consultant

Bobbi Nance

Recreation Results LLC

1009 Lyman Ave

Oak Park, IL 60304

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Organization

Contact: M. David J. Bernard

Organization: Wharton Park District

Address: 102 E. Washburn St

City, State, ZIP: Wharton IL 60187

Signature: [Signature]

4/5/17