



PROFESSIONAL SERVICES AGREEMENT

Services

This Professional Services Agreement (hereinafter referred to as "Agreement"), is made and entered on this ____ day of June 2021 between the City of Grand Island, NE (Client) and ADK Consulting, Inc. (ADK) to conduct two HR Assisted executive searches for a new Assistant Public Works Director of Wastewater and a Wastewater Plant Operations Engineer.

ADK agrees to provide executive search services to Client in accordance with ADK's Proposal for Executive Search Services (Exhibit A) dated June 10, 2021 (hereinafter referred to as "Proposal"), and other services that may be requested from time to time and agreed upon in writing signed by the Parties.

Compensation

The professional fee to be paid to ADK by the Client for each HR Assist search is **\$22,600.00**. If Client chooses to perform both searches under the same Agreement, Client is entitled to a 5% discount on each search, or **\$21,470.00** for each search. Any additional staff placements by the Client that occur within 12 months of contract completion whereby the placed candidate was identified in this specific recruitment shall incur a referral fee of **\$7,000.00**.

In addition to the HR Assist search process defined in the Proposal, Client has the option to have ADK selectively perform telephone interviews, conduct reference checks, or perform background / internet checks, for example. If there is a potential for additional services, Client may want to add an additional **\$5000.00** for additional services that they may request. Additional work may be requested by the Client in writing, signed by an authorized representative, which can either be bid or alternately billed at a rate of **\$150.00** per hour.

Installments of fees for ADK's fulfillment of the Proposal will be paid by the Client, as follows:

Installment 1: 40% due upon recruitment brochure posting date per search.

Installment 2: 40% due after recruitment brochure posting date per search.

Installment 3: 20% due after contract completion per search.

- We do not add *any* overhead fees to the fees described above.
- ADK's fees are non-contingent and consistent with the standards of the retained search profession.
- An additional charge will be incurred if ADK's Search Manager is requested to visit Client.
- Out-of-pocket expenses, as approved and requested by Client in writing, for ADK travel, lodging, and search committee meeting expenses are billed separately at cost.

- There is no charge for video recordings.
- We do not charge an additional fee for administrative and clerical support, teleconferencing, office copies, and computer/telephone usage.
- We do charge for reproduction, binding, and courier services if requested by Client.
- All deliverables are provided to Client at no cost electronically.
- Reimbursement of candidate travel expenses *is the responsibility of Client*.

Contract Completion

For purposes of this Agreement, "contract completion" means a job offer has been communicated to and accepted by the selected finalist for the position, for each search.

Insurance

ADK hereby certifies that it possesses a Commercial Liability policy and Worker's Compensation policy with The Hartford and a Professional Services Liability policy with the Philadelphia Insurance Companies. Upon request, ADK will provide evidence of insurance to Client.

Principal Consultant

ADK hereby designates Mr. Blake Astran, VP Business Operations, as your Principal Search Manager upon execution of this agreement. Blake shall have the authority to act on behalf of ADK. Client has the right to approve or not approve any proposed replacement of the Principal Search Manager. Mr. Doug Kuelzman, President / CFO will be the Client Manager for contractual or financial matters.

Termination

Both Parties retain the right to terminate this Agreement at any time. Upon termination notice, ADK will cease work and provide documentation of work completed to date of termination. ADK will be compensated for all activity (professional fees) that has been performed at the date of termination per the terms of this Agreement, on a pro-rata basis.

Indemnification

ADK shall indemnify and hold harmless Client and their respective officials, board members, employees, associates, and representatives from any and all liabilities, costs or damages (including reasonable attorneys' fees) that may arise from any action or inaction of ADK's officials, employees, associates, and representatives in connection with the performance of the services outlined herein.

Applicable Law and Venue

This Agreement will be construed in accordance with the laws of the State of Nebraska. Venue for any action brought pursuant to this Agreement will be in Holt County, NE.

Notices

Any and all notices required to be given by either of the parties hereto shall be in writing and be deemed communicated when mailed in the United States mail, certified, return receipt requested, and addressed as follows:

City of Grand Island
100 E. First St.
Grand Island, NE 68801

ADK Consulting, Inc.
PO Box 330906
Atlantic Beach, FL 32233

Agreed:

Signature: Roger D. Steele
City of Grand Island

Signature: Douglas R. Kuelpman
Douglas R. Kuelpman,
President / CEO
ADK Consulting, Inc.

Date: 6-28-2021

Date: 06/16/2021

Stacy R. Warkof
Interim City Attorney