

## ***CONTRACT FOR SERVICE***

This Contract for Services is made effective October 1, 2021, by the Stark County Park District, 5712 12th Street NW. Canton, OH, 44708 and Ohio Parks and Recreation Association, 1069A West Main St., Westerville, Ohio 43081.

**1. DESCRIPTION OF SERVICES.** Beginning on or about October 1, 2021, Ohio Parks and Recreation Association ("OPRA") will provide to the Stark County Park District ("Park District") Board of Park Commissioners ("Board") the following services (collectively, the "Services"): Recruiting and hiring an Executive Director for the Park District according to a mutually agreed upon schedule. These services will specifically include:

**a. Needs Assessment** OPRA will make suggestions with regard to the position description which has been developed, crafting a job announcement based on that description which is designed to attract the highest level candidates;

**b. Recruitment** OPRA will take every step possible to ensure that the most qualified candidates from Ohio and throughout the region apply for the position. This will include:

- Posting the position on all Ohio, regional and national parks and recreation association recruiting websites and local government administration websites;
- Utilizing our extensive network of Ohio, regional and national parks and recreation leaders to identify additional candidates for the position. We are uniquely positioned to have dozens of conversations about this position with leaders in parks and recreation around Ohio and the nation;
- Leaving "no stone unturned" we will utilize social networking and media outlets like LinkedIn, Facebook, Twitter, and Jigsaw to locate and contact both active and passive prospects for this position.
- OPRA will serve as the collection point for all resumes and will provide the Park District with periodic updates on the number of applications received.

**c. Evaluation** Once the position closes, we will conduct an initial screening process of all candidates within 48 hours, identifying the top candidates based on our knowledge of the Park District, the position and the credentials presented by each candidate. OPRA will lead the Board through the process of deciding which candidates to interview. At this point, OPRA duties will include:

- Scheduling of initial interviews with each candidate identified;
- Preparation of a summary and resume of each candidate for consideration.
- Preparation of a common list of questions for the Board;
- Leading the screening through the initial interview process and selection of 3-4 final candidates;
- Scheduling of second interviews with each of the final candidates ;
- Preparation of a common list of questions for the Board;
- Preparation of a writing response exercise with the final 3-4 candidates;
- Working with the Board through interview process with 3-4 final candidates;
- Determining with the Board whether additional interviews are required and leading that process;
- Supporting the Board through the selection of a candidate.

**d. Reference Checking** In cooperation with the Park District and prior to extending an offer to the selected candidate, OPRA will facilitate a detailed reference check on the candidate including references provided by the candidate, an FBI background check, and an extensive social media check on the candidate selected prior to extending a formal offer.

**e. Negotiation** If desired, OPRA will act as an intermediary in the sensitive and detailed negotiating process.

**f. Follow-up** OPRA will initiate regular contact with the new hire and the Board on at least a quarterly basis for one year post-hire as part of our role in ensuring a successful hiring and smooth transition.

**2. PAYMENT.** Payment shall be made to Ohio Parks and Recreation Association, Westerville, Ohio 43081. Board agrees to pay the all inclusive sum of \$16,000.00 as follows:

<u>Event</u>	<u>Payment Amount</u>
Execution of this Agreement	\$8,000.00
Acceptance of Offer of Employment by Selected Candidate	\$8,000.00

(This sum includes all expenses incurred by ORPA. It does not include potential interview travel expenses for prospective candidates.)

In addition to any other right or remedy provided by law, if Board fails to pay for the Services when due, OPRA has the option to treat such failure to pay as a material breach of this Contract, and may cancel this Contract and/or seek legal remedies.

**3. TERM.** This Contract will terminate automatically upon completion by OPRA of the Services required by this Contract.

**4. CONFIDENTIALITY.** OPRA, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of OPRA, or divulge, disclose, or communicate in any manner, any information that is proprietary to Board. OPRA and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract. Any oral or written waiver by Board of these confidentiality obligations which allows OPRA to disclose Board's confidential information to a third party will be limited to a single occurrence tied to the specific information disclosed to the specific third party, and the confidentiality clause will continue to be in effect for all other occurrences.

Upon termination of this Contract, OPRA will return to Board all records, notes, documentation and other items that were used, created, or controlled by OPRA during the term of this Contract.

**5. WARRANTY.** OPRA shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in OPRA's community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to OPRA on similar projects. OPRA acknowledges that its officers, directors, employees, agents, and representatives may have pre-existing relationships with certain candidates wishing to be considered for the Deputy Director of Administrative Operations position. OPRA warrants that it will render its services hereunder in a completely impartial and objective manner, without preferential treatment shown to any particular candidates based on such pre-existing relations.

**6. DEFAULT.** The occurrence of any of the following shall constitute a material default under this Contract:

- a. The failure by the Board to make a required payment when due.
- b. The insolvency or bankruptcy of either party.
- c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- d. The failure by OPRA to make available or deliver the Services in the time and manner provided for in this Contract.

**7. REMEDIES.** In addition to any and all other rights a party may have available according to law or in equity, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 30 days from the effective date of such notice to cure the default(s). Unless waived in writing by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

**8. FORCE MAJEURE.** If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

**9. ENTIRE AGREEMENT.** This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

**10. SEVERABILITY.** If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

**11. AMENDMENT.** This Contract may be modified or amended in writing by mutual agreement between the parties, if the writing is signed by the party obligated under the amendment.

**12. GOVERNING LAW.** This Contract shall be construed in accordance with the laws of the State of Ohio.

**13. NOTICE.** Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

**14. WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives, Bob Fonte, Executive Director of Stark County Park District and Woody Woodward, Executive Director of OPRA as of the date first above written

Service Recipient:  
Stark County Park District

By: \_\_\_\_\_  
Bob Fonte, Executive Director

Service Provider:  
Ohio Parks and Recreation Association

By: \_\_\_\_\_  
Woody Woodward, Executive Director

**WILLIAM F. MORRIS**  
**LAW OFFICES**  
520 EAST MAIN STREET – SUITE 200  
ALLIANCE, OHIO 44601

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TELEPHONE: (330) 823-3575  
wfmorrislaw@att.net

November 2, 2021

Ms. Corianne Kocarek  
**Stark County Park District**  
5300 Tyner Street NW  
Canton, OH 44708

Re: Contract for Service – Recruiting and Hiring Executive Director  
Ohio Parks and Recreation Association (OPRA) and Stark County  
Park District

Dear Ms. Kocarek:

Please find enclosed **duplicate originals** of the Contract for Service for recruiting and hiring an Executive Director between the Ohio Parks and Recreation Association (OPRA) and the Stark County Park District. The same is approved as to legal form and sufficiency.

Sincerely,

William F. Morris  
Attorney at Law

WFM:ram  
Enclosures