

ERIE COUNTY WATER AUTHORITY
 AUTHORIZATION FORM
 For Approval/Execution of Documents
 (check which apply)

Contract: _____	Project No.: 201900109
Project Description: Agreement with AP Professionals for Executive Search for Executive Director	

Item Description:


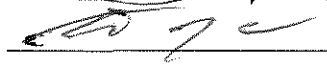
<input type="checkbox"/> Agreement	<input checked="" type="checkbox"/> Professional Service Contract	<input type="checkbox"/> Amendment	<input type="checkbox"/> Change Order
<input type="checkbox"/> BCD	<input type="checkbox"/> NYSDOT Agreement	<input type="checkbox"/> Contract Documents	<input type="checkbox"/> Addendum
<input type="checkbox"/> Recommendation for Award of Contract	<input type="checkbox"/> Recommendation to Reject Bids		
<input type="checkbox"/> Request for Proposals			
<input type="checkbox"/> Other _____			

Action Requested:

<input type="checkbox"/> Board Authorization to Execute	<input checked="" type="checkbox"/> Legal Approval
<input type="checkbox"/> Board Authorization to Award	<input checked="" type="checkbox"/> Execution by the Chairman
<input type="checkbox"/> Board Authorization to Advertise for Bids	<input type="checkbox"/> Execution by the Secretary to the Authority
<input type="checkbox"/> Board Authorization to Solicit Request for Proposals	
<input type="checkbox"/> Other _____	

Approvals Needed:

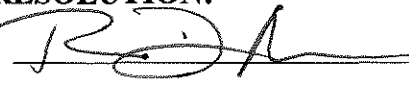
APPROVED AS TO CONTENT:

<input checked="" type="checkbox"/> Department Head		Date: 4/26/19
<input checked="" type="checkbox"/> Risk Manager		Date: 04/25/2019
<input type="checkbox"/> Director of Administration	_____	Date: _____
<input type="checkbox"/> Executive Engineer	_____	Date: _____

APPROVED AS TO FORM:

<input checked="" type="checkbox"/> Legal	Margaret A. Murphy	Date: 4/26/19
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APPROVED FOR BOARD RESOLUTION:

<input checked="" type="checkbox"/> Secretary to the Authority		Date: 4/26/19
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Remarks: _____

Resolution Date: _____	Item No: _____
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ASP



P R O F E S S I O N A L S

AP Professionals Fee Schedule

Thank you for providing AP Professionals the opportunity to work with the Erie County Water Authority. AP Professionals provide a customized approach for each client that integrates the search and recruiting process with the client's goals while taking into account the client's unique processes and organizational requirements. This agreement confirms the candidate placement fees and employment satisfaction guarantee. AP Professionals look forward to successfully filling the position of Executive Director for the Erie County Water Authority (the "Authorized Position").

This agreement is entered between AP Professionals with principal offices located at 5110 Main St., Walker Center, Suite 100, Williamsville, NY 14221, and Erie County Water Authority with principal offices located at 295 Main Street, Room 350, Buffalo, NY 14203 (the "Client"). For candidates whom AP Professionals initially presents to the Client and whom the Client hires for the Authorized Position within twelve (12) months of the date AP Professionals presents the candidate, AP Professionals will be paid a placement fee equal to 20% of the employee's first year total guaranteed annualized cash base salary/compensation. The placement fee explicitly does not include non-cash compensation or commissions, signing bonuses, and other candidate non-cash based salary incentives. The placement fee will apply to any candidate AP Professionals presents first to the Client, in writing, and whom the Client subsequently hires for the Authorized Position.

AP Professionals Guarantee

AP Professionals extends the following ninety (90) calendar day, conditional guarantee: Should the employee leave or be terminated within the first ninety (90) calendar days of employment, AP Professionals will allow the Client to elect either to accept prorated refund of the placement fee to the Client or to provide the Client with replacement credits (i.e. assist with hiring another candidate for free). This guarantee is conditioned upon the Client paying all professional fees due to AP Professionals within ten (10) days from the employee's start date or upon the presentment of a professional invoice, whichever is later. There is no guarantee if payment is received after the ten (10) calendar day period.

Guarantee period begins on start date. Start date is the date that the candidate starts working for the Client.

This guarantee applies only if the hired candidate voluntarily leaves the Client. If termination is a result of a reduction in force, closing of an office, change in mission statement, reorganization, lack of funds, lay-off, changes in strategy or business objections, acts of God, changes in the job description, terms of employment or compensation, or any other related circumstances that are beyond the control of AP Professionals or the hired candidate, the guarantee does not apply.

Placement fee due to AP Professionals

The Client will be obligated to pay a placement fee whenever a candidate initially referred to the Client by AP Professionals is hired directly or indirectly, for position classified as exempt under the civil service laws, within twelve (12) months of the most recent activity on behalf of that candidate by AP Professionals.



PROFESSIONALS

Retained Search Fee

Per this agreement, a Retained Search Fee of **\$22,500** is due upon receipt of invoice. This will formally retain services of AP Professionals for the screening, interviewing and coordination of all meetings for the resumes the Client have currently and any additional qualified candidates AP Professionals source for the Client. The Retained Search Fee is non-refundable. If the Client is required to pay a placement fee, the Client will only be required to pay the remainder of the fee minus the retained search fee already paid up front to initiate the search.

References

Reference checks supplied by AP Professionals are conducted as a part of our service to you. These references are intended to be a cross section of a candidate's work experience and education as it relates to the Client's specific requirements. The Client is responsible for detailed reference and background checks with regard to candidates' resumes.

Confidentiality

AP Professionals agree all candidate referrals will be held confidentially in accordance with the professional standards set by both the Client and AP Professionals.

Non-Solicit

AP Professionals shall neither recruit nor solicit the Client personnel for other positions that are offered at other businesses without the express written consent of the Client.

Equal Opportunity Employer

The Client and AP Professionals affirm and agree that they are equal employment opportunity employers and are in full compliance with any and all applicable anti-discrimination laws, rules, and regulations. The Client and AP Professionals agree not to harass, discriminate against, or retaliate against any employee of the other because of his or her race, national origin, age, sex, religion, disability, marital status, or other category protected by law; nor shall either party cause or request the other party to engage in such discrimination, harassment or retaliation. In the event of any complaint of unlawful discrimination, harassment, or retaliation by any employee, the Client and AP Professionals agree to cooperate in the prompt investigation and resolution of such complaint.

Term and Termination

This agreement shall remain in full effect for twelve (12) months or until terminated by either party upon providing the other written notice. Termination of agreement shall not relieve either party from obligations already incurred.



PROFESSIONALS

I hereby agree that I have read, understood and will abide by the above Terms and Conditions:

AP PROFESSIONALS

ERIE COUNTY WATER AUTHORITY

By: _____

By: _____

Kelly Cultrara, President
Dated: May , 2019

Jerome D. Schad, Chairman
Date: May 6, 2019