

PROFESSIONAL SERVICES AGREEMENT

EXECUTIVE SEARCH SERVICES

This Agreement is made by and between Mendocino County ("Client") and Alliance Resource Consulting ("Consultant").

1. **Search Engagement.** The Client agrees to engage the Consultant to perform those services described below, for completion of the project described as follows: Agricultural Commissioner /Weights and Measures Sealer recruitment ("the Search").
2. **Services.** The Consultant agrees to perform certain services necessary for completion of the Search, which services shall include the following:
 - a) Position analysis and preparation of recruitment brochure
 - b) Place advertisements in appropriate journals and publications
 - c) Candidate identification and recruitment
 - d) Resume review and screening
 - e) Progress report
 - f) Interviews with and preliminary background checks on leading candidates
 - g) Final report
 - h) Finalize background checks on top one to two candidates
 - i) Assist with interviews and negotiations
3. **Relationship.** The Consultant is an independent contractor and is not to be considered an agent or employee of the Client.
4. **Term.** The term of this Agreement shall commence on _____, at which time the Consultant shall begin work on the Search and shall continue, subject to the termination provisions of Paragraph 12, until the date that the Consultant completes the Search. The time of completion of the Search is estimated to be 100 days from the date of the meeting to develop the Recruitment Profile.
5. **Timely Progress.** Timely progress is essential to a successful recruiting effort. The Client agrees to work with the Consultant to maintain the schedule presented in the Consultant's Anticipated Recruitment Timeline. If progress is delayed for more than 30 days, the Consultant may be entitled to additional compensation.
6. **Compensation.** As full compensation for the Consultant's services performed hereunder, the Client shall pay the Consultant the amount of \$30,000, as stated in Exhibit A, which includes up to three on-site meetings: one to develop the Recruitment Profile, one to present our Progress Report, and one to attend the first round of candidate interviews.

The Consultant's fee will be split between four invoices. The first invoice will be due after the start meeting. The Consultant will submit three equal monthly invoices for the remaining fees due. These shall be payable upon receipt.

7. **Compensation for Additional Services and Process Delays.** In the event the Client requires services in addition to those described in Paragraph 2 or inhibits Timely Progress as described in Paragraph 5, the parties will negotiate an amendment to the agreement for additional professional services, plus reimbursement of expenses.
8. **Multiple Placements.** In the event that the Client hires, within one year of completion of this recruitment project, any candidates sourced by the Consultant under this Agreement for any position other than the Agricultural Commissioner/Weights and Measures Sealer, the Client agrees to pay Consultant a fee of \$10,000 for each additional candidate hired. For purposes of this paragraph, "Candidate" is defined to include any and all individuals about whom information of any sort was provided by Consultant in writing to the Client in the course of this recruitment project. The parties hereto agree that the obligations set forth in this paragraph shall survive the termination of this Agreement.
9. **Guarantee.** If the selected candidate (recommended by us for hire, and excluding internal candidates) should be terminated within one year from the date of hire, the Consultant will conduct a new search at a 25-50% discount from the original fee, in addition to reimbursement for direct expenses related to the new search.
10. **Records Retention.** Copies of all hard copy documents associated with the recruitment will be retained for three years from the receipt of final payment. Retention of records beyond three years must be requested in writing before the conclusion of the recruitment. Records stored beyond three years will be maintained in an off-site secure storage facility at a cost of \$50 per box per year. Additional costs associated with access, retrieval, delivery, organizing, photocopying, etc. shall be billed as a separate invoice at a rate of \$50 per hour.
11. **Method of Payment.** Progress payment of the Consultant's professional services fee and expenses shall be made by the Client upon receipt of billings from the Consultant, as outlined in our proposal.
12. **Termination.** This Agreement may be terminated: (a) by either party at any time for failure of the other party to comply with the terms and conditions of this Agreement; (b) by either party upon 10 days prior written notice to the other party; or (c) upon mutual written agreement of both parties. In the event of termination, the Consultant shall stop work immediately and shall be entitled to compensation for professional service fees and for expense reimbursement to the date of termination; and the Consultant shall provide to the Client all work product completed or in progress at such date and communicate such recommendations and conclusions to the Client as may have been formed by such date. If a cancellation occurs within the first 30 days of the assignment, following either verbal or written authorization to proceed, one-third of the professional fee will be due. If a cancellation occurs thereafter, the fee beyond the first one-third will be prorated based upon the number of calendar days which have elapsed. If a cancellation occurs after 90 days, all professional fees will be due in full.

13. **Insurance.** The Consultant shall maintain in force during the term of the Agreement, General Liability Insurance including Personal Injury; Professional Liability; Automobile Liability Insurance (Non-Owned and Hired Liability); and Workers' Compensation Insurance, as specified in Exhibit B.
14. **Client Responsibilities.** The Client shall inform Consultant about matters relevant to the search that Client wishes to keep confidential (e.g., salary, personnel issues, and other privileged information); provide names of people previously interviewed/considered for this position; forward copies of resumes received; provide feedback to Consultant regarding the information and recommendations provided by Consultant; communicate internal decisions/deadlines that impact the recruitment process and/or the delivery of work product; promptly decide upon and follow up in scheduling interviews with the most promising candidates; and assist in providing information to candidates that will enable them to make their career decisions.
15. **Candidate Travel.** Candidates are responsible for travel related expenses to the Client interviews unless such expenses are authorized by the Client. Client travel policies shall be provided to the Consultant at the initial start meeting.
16. **Miscellaneous.**
 - a) The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement.
 - b) Neither this Agreement nor any rights or obligations hereunder shall be assigned or delegated by the Consultant without the prior written consent of the Client.
 - c) This Agreement shall be modified only by a written Agreement duly executed by the Client and the Consultant.
 - d) Should any of the provisions hereunder be found to be invalid, void or voidable by a court, the remaining provisions shall remain in full force and effect.
 - e) This Agreement shall be governed by and construed in accordance with the laws of the State of California.
 - f) All notices required or permitted under this Agreement shall be deemed to have been given if and when deposited in the United States mail, properly stamped and addressed to the party for whom intended at such party's address listed below, or when delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

DEPARTMENT FISCAL REVIEW:

Heidi M. Dunham 9-20-17
HEIDI DUNHAM, HR DIRECTOR DATE

Budgeted: ☐ Yes ☒ No

Budget Unit: 1320

Line Item: 862189

Grant: ☐ Yes ☒ No

Grant No.: _____

COUNTY OF MENDOCINO

By: John M. McCowen
JOHN MCCOWEN, Chair OCT 04 2017
BOARD OF SUPERVISORS

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: Karla Van Hagen
Deputy OCT 05 2017

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

CARMEL J. ANGELO, Clerk of said Board

By: Karla Van Hagen
Deputy OCT 05 2017

INSURANCE REVIEW:

RISK MANAGER

By: Alan D. Flora
ALAN D. FLORA, Risk Manager

CONTRACTOR/COMPANY NAME:

SEE ATTACHED
SIGNATURE PAGE

By: _____

NAME AND ADDRESS OF CONTRACTOR:

Alliance Resource Consulting, LLC

400 Oceangate, Suite 480

Long Beach, CA. 90802

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

KATHARINE L. ELLIOTT,
County Counsel

By: Charm M. Garcia
Deputy

FISCAL REVIEW:

By: Janette Rasmussen
Deputy CEO/Fiscal

EXECUTIVE OFFICE REVIEW:

APPROVAL RECOMMENDED

By: Janette Rasmussen
CARMEL J. ANGELO, Chief Executive Officer

Signatory Authority: \$0-25,000 Department; \$25,001-50,000 Purchasing Agent; \$50,001+ Board of Supervisors
Exception to Bid Process Required/Completed ☐ _____

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SIGNATURE PAGE

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Line Item: 862189 _____

Grant: ☐ Yes ☒ No

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JOHN MCCOWEN, Chair
BOARD OF SUPERVISORS

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By: _____
Deputy

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By: _____
Deputy

INSURANCE REVIEW:
RISK MANAGER

By: _____
ALAN D. FLORA, Risk Manager

EXECUTIVE OFFICE REVIEW:

APPROVAL RECOMMENDED

By: _____
CARMEL J. ANGELO, Chief Executive Officer

CONTRACTOR/COMPANY NAME:

By: David A. M...

NAME AND ADDRESS OF CONTRACTOR:

Alliance Resource Consulting, LLC
400 Oceangate, Suite 480
Long Beach, CA. 90802

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APPROVED AS TO FORM:

KATHARINE L. ELLIOTT,
County Counsel

By: _____
Deputy

FISCAL REVIEW:

By: _____
Deputy CEO/Fiscal

Signatory Authority: \$0-25,000 Department; \$25,001-50,000 Purchasing Agent; **\$50,001+ Board of Supervisors**
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EXHIBIT A

PAYMENT TERMS

Billing schedule is on a retained fee (and based not on an hourly rate) is as follows:

1st Billing	Due after Start Meeting	First Phase	\$7,500
2nd Billing	Due upon our submittal of a draft recruitment profile	Second Phase	\$7,500
3rd Billing	Due after we meet and submit our Progress Report to you	Third Phase	\$7,500
4th Billing	Due after the client conducts interviews with finalists	Fourth Phase	\$7,500

[END OF PAYMENT TERMS]

EXHIBIT B

INSURANCE REQUIREMENTS

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve CONTRACTOR for liability in excess of such coverage, nor shall it preclude COUNTY from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law. Insurance requirements shall be in addition to, and not in lieu of, Contractor's indemnity obligations under Paragraph 2 of this Agreement.

CONTRACTOR shall furnish to COUNTY certificates of insurance with Automobile Liability/General Liability Endorsements evidencing at a minimum the following:

- a. Combined single limit bodily injury liability and property damage liability - \$1,000,000 each occurrence.
- b. Vehicle / Bodily Injury combined single limit vehicle bodily injury and property damage liability - \$500,000 each occurrence.

[END OF INSURANCE REQUIREMENTS]