

TOWN OF SAN ANSELMO

RESOLUTION NO. 3329

**A RESOLUTION OF THE TOWN COUNCIL OF THE
TOWN OF SAN ANSELMO
AUTHORIZING THE TOWN ADMINISTRATOR TO ENTER INTO A CONTRACT
FOR RECRUITMENT SERVICES WITH THE COUNTY OF MARIN**

WHEREAS, the Town Council has determined that it is desirable to retain the County of Marin to provide human resources recruitment services to assist the Town in efficiently and objectively carrying out its responsibilities for identifying qualified candidates for positions in Town service, and

WHEREAS, the County of Marin by reason of its experience and facilities possesses expertise in performing human resources recruitment services;

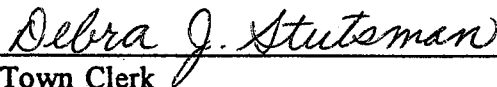
NOW, THEREFORE, BE IT HEREBY RESOLVED that the Town Administrator is authorized to enter into a contract with the County of Marin by which the County shall provide recruitment services to the Town for the amount of \$2500, plus approved expenses, per recruitment.

I hereby certify that the foregoing Resolution was duly passed and adopted at a regular meeting of the San Anselmo Town Council held on the 14th day of November, 1995, by the following vote, to wit:

AYES: Breen, Chignell, Hodgens, Kroot, Yarish

NOES: (None)

ABSENT: (None)


Town Clerk

**TOWN OF SAN ANSELMO
AGREEMENT FOR RECRUITMENT SERVICES**

THIS AGREEMENT is made and entered into this ____ day of _____ 1995, by and between the TOWN OF SAN ANSELMO, a municipal corporation duly organized and validly existing under the laws of the State of California, herein after referred to as "TOWN" and the COUNTY OF MARIN, a political subdivision of the State of California, hereinafter referred to as "COUNTY."

RECITALS

WHEREAS, the Town Council has determined that it is desirable to retain the County of Marin to provide human resources full recruitment services to assist TOWN in efficiently carrying out its responsibilities for identifying qualified candidates for positions in Town service, and

WHEREAS, COUNTY by reason of its experience and facilities for performing the type of services contemplated herein has proposed to provide the requested services; and

WHEREAS, TOWN Resolution No. ____ authorizes the Town Administrator to enter into an Agreement for human resources recruitment services with COUNTY.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, TOWN and COUNTY agree as follows:

I. SCOPE OF SERVICES

The scope of services covered by this Agreement is identified below in items 1 through 10:

1. Conduct exam planning session with appointing authority and/or subject matter specialist(s) of TOWN and perform the following associated activities: write job analysis; develop recruitment advertising strategies, including affirmative action considerations; develop and schedule examination; develop and prepare job announcement, supplemental application questionnaire and/or supplemental rating criteria and present results/products of these activities to TOWN Administrator for approval.
2. Print job announcement and customized applications; distribute job announcement as agreed during exam planning session using mailing lists and interest cards or similar notification methods.
3. Place advertising with sources as agreed during exam planning session.
4. Provide information, customized applications and supplemental application questionnaires for applicants who request materials both in person and by phone.
5. Review submitted application materials and process through each exam step until a list is established. Provide notices and information to candidates as they proceed through testing process.

6. Create written examination materials, if needed. Create oral exam materials and procure oral board raters. Validate examination materials prior to administering exam to candidates.
7. Administer and score all examination events and perform passpoint analysis at all events to ensure legality and accuracy of all scores.
8. Provide defense of recruitment and examination content and process and administer appeals in a manner consistent with TOWN personnel procedures.
9. Produce for TOWN an eligibility list, consisting of the name, address, and ranking of all successful candidates in rank order; and provide TOWN Administrator with copies of all materials related to these candidates, including but not limited to applications, resumes, reference lists, work samples, and supplemental questionnaires, but specifically excluding identifying information provided by candidates in response to COUNTY Affirmative Action Questionnaire.
10. Provide complete examination statistics to Town Administrator

II. PERFORMANCE OF WORK

Work to be performed shall be authorized by Task Order issued by TOWN Administrator for specifically identified recruitments. COUNTY shall complete work as described in paragraph I above within approximately 90 to 100 calendar days from issuance of a Task Order by TOWN. At approximately 60 calendar days from receipt of a Task Order, COUNTY shall provide TOWN with a written status report to include a description of activities to date, remaining activities, and projected schedule to accomplish completion.

III. COMPENSATION

Compensation to be paid by TOWN to COUNTY for each recruitment shall be \$2500 plus advertising costs. Other payments for expenses or labor will not be paid by TOWN unless authorized by Task Order.

IV. INVOICING AND PAYMENT

COUNTY shall submit an invoice to attention of the Town Administrator at completion of services rendered as authorized by specific Task Order. Such invoice must identify services performed and related costs billed to TOWN. TOWN reserves the right to withhold payment of disputed specific items and shall give notice to COUNTY of all such disputed specific items within ten days following receipt thereof, and shall pay, within thirty days' approval, all approved invoices.

V. INDEPENDENT CONTRACTOR

1. It is understood and agreed that COUNTY is an independent contractor and that no relationship of employer-employee exists between the parties hereto. COUNTY's assigned personnel shall not be entitled to any benefits payable to employees of TOWN. TOWN is not required to make any deductions or withholdings from the compensation payable to COUNTY under the provisions of this Agreement; and as an independent contractor, COUNTY hereby indemnifies and holds TOWN harmless from any and all claims that may be made against TOWN based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

2. It is further understood and agreed by the parties hereto that COUNTY in the performance of its obligation hereunder is subject to the control or direction of TOWN as to the designation of tasks to be performed, and the results to be accomplished but not the means, methods or sequence used by COUNTY for accomplishing the results.

3. If, in the performance of this Agreement, any third persons are employed by COUNTY, such persons shall be entirely and exclusively under the direction, supervision, and control of COUNTY. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by COUNTY.

4. It is further understood and agreed that as an independent contractor and not an employee or agent of TOWN, neither COUNTY nor COUNTY's assigned personnel shall have any entitlement as a TOWN employee, or any right to act on behalf of TOWN in any capacity whatsoever as agent, or to bind TOWN to any obligation whatsoever.

VI. INDEMNIFICATION

COUNTY agrees to indemnify, defend and hold TOWN, its officers, agents, employees and volunteers harmless from and against any liability to the extent caused by the sole negligent or intentional errors or omissions of COUNTY, its agents, employees, or representatives, in the performance of COUNTY's duties under this Agreement.

TOWN agrees to indemnify, defend and hold COUNTY, its officers, agents, and employees harmless from and against any liability to the extent caused by the sole negligent or intentional errors or omissions of TOWN, its agents, employees, or representatives, in connection with COUNTY's performance of duties under this Agreement.

VII. RECORDS

1. COUNTY shall retain all original application and examination materials in accordance with applicable laws. Upon reasonable notice to COUNTY, TOWN Administrator and his/her designee shall have access to and the right to examine, audit, and copy such materials, exclusive of those materials deemed confidential by COUNTY for purposes of ensuring the integrity of examination materials and applicant-specific affirmative action questionnaire responses.

2. COUNTY shall retain all financial records, including, but not limited to, documents, reports, books and accounting records which pertain to any work or transaction performed pursuant to this Agreement for four (4) years after expiration of this Agreement. TOWN or any duly authorized representative of TOWN shall, with reasonable notice, have access to and the right to examine, audit, and copy such records.

VIII. STANDARDS OF PERFORMANCE

COUNTY agrees that the work hereunder shall be performed and completed in a professional manner and according to the professional standards observed by a competent practitioner of human resources recruitment and examination services. TOWN representatives shall, with reasonable notice, have access to the work for purpose of inspecting same and determining that the work is being performed in accordance with the terms of this Agreement.

IX. TERM OF AGREEMENT

This Agreement shall be in effect as of the day and year first written above and shall continue through June 30, 1996. Work begun under this Agreement, but not completed as of June 30, 1996, shall be continued to completion under the terms and conditions of this Agreement.

X. TERMINATION

1. Either party shall have the right to terminate this Agreement at any time by serving upon the other party thirty (30) calendar days' advance written notice of

termination. The notice shall be deemed served on the date it is deposited in the United States mail, postage prepaid and addressed to the other party at the address indicated in Paragraph XVIII. In the event either party issues such notice of termination:

(a) COUNTY shall immediately cease rendering services pursuant to this Agreement;

(b) TOWN shall pay COUNTY on a pro rata basis for work performed until the effective date of termination;

(c) COUNTY shall deliver to TOWN copies of all application and examination materials prepared in accordance with this Agreement, exclusive of those materials deemed confidential by COUNTY for purposes of ensuring the integrity of examination materials and applicant-specific affirmative action questionnaire responses.

2. TOWN shall have the right to issue a Stop Work Order at any time with regard to a specific Task Order by serving upon COUNTY fourteen (14) calendar days' advance written notice. The notice shall be deemed served on the date it is deposited in the United States mail, postage prepaid and addressed to the other party at the address indicated in Paragraph XVIII. In the event either party issues such notice of termination:

(a) COUNTY shall immediately cease rendering services pursuant to this Agreement;

(b) TOWN shall pay COUNTY on a pro rata basis for work performed until the effective date of notice.

XI. AMENDMENTS

Modifications or amendments to the terms of this Agreement shall be in writing and executed by both parties.

XII. SUCCESSORS AND WAIVERS

This Agreement shall bind the successors of TOWN and COUNTY in the same manner as if they were expressly named. Waiver by either party or any default, breach, or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent or any other right hereunder.

XIII. ASSIGNMENT

COUNTY shall not assign or transfer its duties, responsibilities or interests pursuant to this Agreement without the express written consent of TOWN.

XIV. SEVERABILITY

If any part, terms or provisions of this Agreement shall be held illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining portions or provisions shall not be affected thereby.

XV. INTERPRETATION AND ENFORCEMENT

Interpretation and enforcement of this Agreement shall be governed by the laws of the State of California.

XVI. WORDS AND PHRASES

The words and phrases used in this Agreement carry their usual and customary

meaning unless a more specific, limited, or special meaning is associated with their usage in specific statutory language, or specifically defined in this Agreement and its attachments. Should ambiguities from words' usage or syntax be discovered by persons interpreting this Agreement, this Agreement shall be interpreted with the guidance of evidence, oral as well as written, of the parties' intention.

XVII. AGREEMENT

This Agreement and any attachments hereto represent the entire Agreement between TOWN and COUNTY and becomes a binding contract upon the terms and conditions set forth herein upon acceptance. No other agreements or understandings, verbal or otherwise, relating to the subject matter hereof exist between the parties except as herein expressly set forth.

XVIII. NOTICES

Any notices or other communication to be given to either party pursuant to this Agreement shall be given by delivering same in writing to the parties at the addresses set forth below:

TOWN TOWN OF SAN ANSEMLO
 525 San Anselmo Avenue
 San Anselmo, CA 94960
 Attention: Town Administrator

COUNTY COUNTY OF MARIN
 Human Resources Department, Room 423
 Civic Center
 San Rafael, CA 94903
 Attention: Director of Human Resources

Such notice shall be deemed given when deposited into the United States mail, postage prepaid, addressed to the parties at the addresses above. Nothing shall preclude the giving of personal notice.

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

TOWN OF SAN ANSELMO

COUNTY OF MARIN

By _____
Town Administrator

By _____
President, Board of Supervisors

APPROVED AS TO FORM:

BY _____
Hadden Roth
Town Attorney

ATTEST:

Debra J. Stutsman, Town Clerk