

AGREEMENT

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THIS AGREEMENT is made and entered into by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and the CHILDREN & FAMILIES COMMISSION OF FRESNO COUNTY, a California public entity established in accordance with the California Children and Families Act of 1998, hereinafter referred to as "COMMISSION."

WITNESSETH:

WHEREAS, the COMMISSION is an independent governmental agency formed pursuant to California Health & Safety Code section 130110 et seq.; and

WHEREAS, the COMMISSION has a need to hire an Executive Director and requires an independent contractor to assist in the recruitment process for such Executive Director; and

WHEREAS, the COUNTY acknowledges that it possesses the qualifications and resources required to provide said services; and

WHEREAS, the COMMISSION desires to retain COUNTY to provide the services described herein, pursuant to the terms and subject to the conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties hereto agree as follows:

1. SCOPE OF WORK

The COMMISSION hereby engages COUNTY to perform the work as specified in Exhibit "A", attached hereto and incorporated herein by this reference (the "Services").

2. TERM

This Agreement shall commence on the 20th day of February 2020 and end on the 30th day of June 2020, unless sooner terminated as provided by this Agreement. In the event of termination, COMMISSION shall pay COUNTY for all authorized services rendered through the date of termination.

3. TERMINATION

Either party may terminate this Agreement at any time upon not less than thirty days advance written notice to the other party.

1 4. COMPENSATION/INVOICING

2 COMMISSION agrees to reimburse COUNTY for all costs incurred by COUNTY in providing
3 services pursuant to this Agreement, including staff costs and expenses incurred. COUNTY shall submit
4 semi quarterly invoices to the COMMISSION.

5 In no event shall services performed under this Agreement, including expenses incurred, by
6 COUNTY be in excess of Twenty-Three Thousand and No/100 Dollars (\$23,000) during the term of this
7 Agreement. It is understood that all expenses incidental to COUNTY'S performance of services under this
8 Agreement shall be borne by COUNTY. Final payment by COMMISSION will occur no later than forty-five
9 (45) days from date of receipt of invoice by the COMMISSION.

10 5. INDEPENDENT CONTRACTOR: In performance of the work, duties and
11 obligations assumed by COUNTY under this Agreement, it is mutually understood and agreed
12 that COUNTY, including any and all of the COUNTY'S officers, agents, and employees will at
13 all times be acting and performing as an independent contractor, and shall act in an
14 independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or
15 associate of the COMMISSION. Furthermore, COMMISSION shall have no right to control or
16 supervise or direct the manner or method by which COUNTY shall perform its work and
17 function. However, COMMISSION shall retain the right to administer this Agreement so as to
18 verify that COUNTY is performing its obligations in accordance with the terms and conditions
19 thereof.

20 COUNTY and COMMISSION shall comply with all applicable provisions of law and the
21 rules and regulations, if any, of governmental authorities having jurisdiction over matters the
22 subject thereof.

23 Because of its status as an independent contractor, COUNTY shall have absolutely no right
24 to employment rights and benefits available to COMMISSION employees. COUNTY shall be
25 solely liable and responsible for providing to, or on behalf of, its employees all legally-required
26 employee benefits. In addition, COUNTY shall be solely responsible and save COMMISSION
27 harmless from all matters relating to payment of COUNTY'S employees, including compliance
28 with Social Security withholding and all other regulations governing such matters. It is

1 acknowledged that during the term of this Agreement, COUNTY may be providing services to
2 others unrelated to the COMMISSION or to this Agreement.

3 6. MODIFICATION: Any matters of this Agreement may be modified from time to time
4 by the written consent of all the parties without, in any way, affecting the remainder.

5 7. NON-ASSIGNMENT: Neither party shall assign, transfer or sub-contract this
6 Agreement nor their rights or duties under this Agreement without the prior written consent of the
7 other party.

8 8. HOLD HARMLESS: COUNTY agrees to indemnify, save, hold harmless, and at
9 COMMISSION'S request, defend the COMMISSION, its officers, agents, and employees from any
10 and all costs and expenses (including attorney's fees and costs), damages, liabilities, claims, and
11 losses occurring or resulting to COMMISSION in connection with the performance, or failure to
12 perform, by COUNTY, its officers, agents, or employees under this Agreement, and from any and
13 all costs and expenses (including attorney's fees and costs), damages, liabilities, claims, and
14 losses occurring or resulting to any person, firm, or corporation who may be injured or damaged
15 by the performance, or failure to perform, of COUNTY, its officers, agents, or employees under
16 this Agreement.

17 9. INSURANCE

18 Without limiting the COMMISSION's right to obtain indemnification from COUNTY or any
19 third parties, COUNTY, at its sole expense, shall maintain in full force and effect, the following
20 insurance policies or a program of self-insurance, including but not limited to, an insurance pooling
21 arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

22 A. Commercial General Liability

23 Commercial General Liability Insurance with limits of not less than Two Million Dollars
24 (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00).
25 This policy shall be issued on a per occurrence basis. COMMISSION may require specific
26 coverages including completed operations, products liability, contractual liability, Explosion-
27 Collapse-Underground, fire legal liability or any other liability insurance deemed necessary
28 because of the nature of this contract.

1 B. Automobile Liability

2 Comprehensive Automobile Liability Insurance with limits of not less than One Million
3 Dollars (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should
4 include any auto used in connection with this Agreement.

5 C. Worker's Compensation

6 A policy of Worker's Compensation insurance as may be required by the California
7 Labor Code.

8 COUNTY shall obtain endorsements to the Commercial General Liability insurance naming
9 the COMMISSION, its officers, agents, and employees, individually and collectively, as additional
10 insured, but only insofar as the operations under this Agreement are concerned. Such coverage
11 for additional insured shall apply as primary insurance and any other insurance, or self-insurance,
12 maintained by COMMISSION, its officers, agents and employees shall be excess only and not
13 contributing with insurance provided under COUNTY's policies herein. This insurance shall not be
14 cancelled or changed without a minimum of thirty (30) days advance written notice given to
15 COMMISSION.

16 COUNTY hereby waives its right to recover from COMMISSION, its officers, agents, and
17 employees any amounts paid by the policy of worker's compensation insurance required by this
18 Agreement. COUNTY is solely responsible to obtain any endorsement to such policy that may be
19 necessary to accomplish such waiver of subrogation, but COUNTY's waiver of subrogation under
20 this paragraph is effective whether or not COUNTY obtains such an endorsement.

21 Within Thirty (30) days from the date COUNTY signs and executes this Agreement,
22 COUNTY shall provide certificates of insurance and endorsement as stated above for all of the
23 foregoing policies, as required herein, to the COMMISSION, stating that such insurance coverage
24 have been obtained and are in full force; that the COMMISSION, its officers, agents and
25 employees will not be responsible for any premiums on the policies; that such Commercial
26 General Liability insurance names the COMMISSION, its officers, agents and employees,
27 individually and collectively, as additional insured, but only insofar as the operations under this
28 Agreement are concerned; that such coverage for additional insured shall apply as primary

1 insurance and any other insurance, or self-insurance, maintained by COMMISSION, its officers,
2 agents and employees, shall be excess only and not contributing with insurance provided under
3 COUNTY's policies herein; and that this insurance shall not be cancelled or changed without a
4 minimum of thirty (30) days advance, written notice given to COMMISSION.

5 In the event COUNTY fails to keep in effect at all times insurance coverage as herein
6 provided, the COMMISSION may, in addition to other remedies it may have, suspend or terminate
7 this Agreement upon the occurrence of such event.

8 All policies shall be issued by admitted insurers licensed to do business in the State of
9 California, and such insurance shall be purchased from companies possessing a current A.M.
10 Best, Inc. rating of A FSC VII or better.

11 10. AUDITS AND INSPECTIONS: The COUNTY shall at any time during business
12 hours, and as often as the COMMISSION may deem necessary, make available to the
13 COMMISSION for examination all of its records and data with respect to the matters covered by
14 this Agreement. The COUNTY shall, upon request by the COMMISSION, permit the
15 COMMISSION to audit and inspect all of such records and data necessary to ensure COUNTY's
16 compliance with the terms of this Agreement.

17 11. NOTICES: The persons and their addresses having authority to give and receive
18 notices under this Agreement include the following:

19 COUNTY

20 COUNTY OF FRESNO
21 Mr. Paul Nerland
22 Director of Human Resources
23 2220 Tulare Street, 16th Floor
24 Fresno, CA 93721
25 559-600-1840

20 COMMISSION

21 FIRST 5
22 Mr. Kenneth J. Price, Esq.
23 Baker Manock & Jensen, PC
24 5260 N. Palm Avenue, Suite 421
25 Fresno, CA 93704
26 (559) 432-5400

27 All notices between the COUNTY and COMMISSION provided for or permitted under this
28 Agreement must be in writing and delivered either by personal service, by first-class United States
mail, by an overnight commercial courier service, or by telephonic facsimile transmission. A notice
delivered by personal service is effective upon service to the recipient. A notice delivered by first-
class United States mail is effective three COUNTY business days after deposit in the United

1 States mail, postage prepaid, addressed to the recipient. A notice delivered by an overnight
2 commercial courier service is effective one COUNTY business day after deposit with the overnight
3 commercial courier service, delivery fees prepaid, with delivery instructions given for next day
4 delivery, addressed to the recipient. A notice delivered by telephonic facsimile is effective when
5 transmission to the recipient is completed (but, if such transmission is completed outside of
6 COUNTY business hours, then such delivery shall be deemed to be effective at the next
7 beginning of a COUNTY business day), provided that the sender maintains a machine record of
8 the completed transmission. For all claims arising out of or related to this Agreement, nothing in
9 this section establishes, waives, or modifies any claims presentation requirements or procedures
10 provided by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of
11 the Government Code, beginning with section 810).

12 12. GOVERNING LAW: Venue for any action arising out of or related to this Agreement
13 shall only be in Fresno County, California.

14 The rights and obligations of the parties and all interpretation and performance of this
15 Agreement shall be governed in all respects by the laws of the State of California.

16 13. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between
17 the COUNTY and COMMISSION with respect to the subject matter hereof and supersedes all
18 previous Agreement negotiations, proposals, commitments, writings, advertisements, publications,
19 and understanding of any nature whatsoever unless expressly included in this Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

COMMISSION

[Signature]

COUNTY OF FRESNO

[Signature]

Ernest Buddy Mendes, Chairman and/or
Steve Brandau, Vice-Chairman of the
Board of Supervisors of the County of
Fresno

Brian Pacheco, Commission Chair

Print Name & Title

2405 Tulare Street, Suite 200
Fresno, CA 93721

[Signature]

ATTEST:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By: _____
Deputy

FOR ACCOUNTING USE ONLY:

Fund:
Subclass:
ORG:
Account:

SCOPE OF SERVICES
EXECUTIVE DIRECTOR RECRUITMENT
First 5

The County of Fresno (“County”) shall, at the direction of Children and Families Commission of Fresno County (“First 5”), assist First 5 with the recruitment for an Executive Director as follows:

Deliverable 1 — Development of a Position Specification. County shall provide the written Position Specification to the Ad-Hoc Search Committee for review and approval.

In addition, a recruitment action plan will be developed based on salary and benefit considerations to ensure market competitiveness, experience and education requirements, and identified geographic recruitment boundaries.

Deliverable 2 — Development of a professional recruitment brochure. A brochure will be prepared and presented to the Ad-Hoc Search Committee for review prior to printing.

The County will use its own resources and coordinate with First 5 to identify relevant sources where prospective candidates are likely to be found. Advertisements will be prepared and placed for publication in appropriate sources and on social media outlets.

Deliverable 3 — Contact of Potential Candidates. When in conversation with candidates, the County will prepare people regarding the First 5’s needs, priorities, strengths, and challenges.

Deliverable 4 — Application Review and Presentation. The County will require applicants to submit a fully completed application form, a résumé and cover letter, and any other information that applicants would like to add.

After application materials are received, the County will prepare a thorough assessment of the merits of each candidate and their appropriateness for hire, including their professional and educational credentials. All elements will be incorporated, including required experience, education, licenses/certifications, knowledge, skills, and abilities; ideal candidate competencies, experiences, and characteristic profiles; and experiential and professional attributes required of and priorities for the new incumbent.

Deliverable 5 — Presentation of Prospects: The County will present a summary of the applicant pool and ultimately a recommendation as to who should move forward.

Deliverable 6 — Coordination of, and Participation in, Applicant Interviews: Working with the Ad-Hoc Search Committee, the County will develop a set of key questions that will help analyze the candidates’ qualifications and management/work style. The County will complete all of the necessary communications with the interviewing panel, so that all parties are well-prepared for the interviews.

The County will provide oversight during the interview process and facilitate a focused discussion among interview panel members at the conclusion of the interviews to identify the most qualified candidates for final consideration.

Interview questions will be designed to elicit information, not only about each candidate's technical skills and experience but also their leadership skills, adaptability, political astuteness, self-awareness, and other important aspects of the ideal candidate profile.

The County will ensure that we design questions that are both situational as well as behavioral in order to allow each candidate to share information of instances when they encountered problems and difficult situations in the past, how they overcame them, and what they learned.

This line of questioning will also elicit information about what candidates would do in certain situations, and the County will want to ensure candidates provide very specific and detailed examples.

Deliverable 7 — Background and Professional Reference Checks: The County will conduct reference checks for the final candidate(s). The County will start with employment and professional references, calling each and having an in-depth discussion covering strongest business characteristics, work style, interpersonal skills, and position-specific knowledge.

If requested, the County will also perform a public records search, Internet, media and newspaper searches. If preferred, reference checks can be completed before candidates are presented for the oral interview process with a panel.

Deliverable 8 — Maintenance of All Required Legal Documentation: The County will be responsible for ensuring compliance with and establishing and maintaining all legally mandated documentation throughout the process.

Deliverable 9 — Completion of All Correspondence: The County believes that each candidate, regardless of their qualifications and success in the selection process, deserves the courtesy and respect of being informed throughout the process. Applicants will receive ongoing communications, which not only keeps all the candidates abreast of the process and their continued candidacy, but also enhances First 5's reputation and image of being considerate, thoughtful, and professional.

Deliverable 10 — Maintenance of Regular and Ongoing Communications: Our #1 priority is meeting First 5's needs. Regular, ongoing dialogue with the key staff is integral and critical to successfully managing a recruitment campaign. The County will provide progress reports to First 5's Ad-Hoc Search Committee at critical points in the recruitment process or as issues arise.

All services set forth above will be performed, to the extent possible, in accordance with the timeline attached hereto as Attachment 1.