AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Contract for Recruitment Services

Action Requested: County Manager Signature

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Contract for recruitment services for Finance Accountant position

Fiscal Impact: $4,728

Submitted by: Linda Nienhueser **Submitter's Email Address:** lnienhueser@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 8/20/2020 Certificate of Insurance Required Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 8/21/2020

◉ Consent Agenda ○ Regular Agenda ○ Worksession Time Allotted: 0

Agenda Date: 8/25/2020

Revised April 2015

PARTNERS

Recruitment Agreement

This Recruitment Agreement (Agreement) is made as of August 17, 2020 (the Effective Date) by and between Gunnison County ("Client"), and CB Partners, LLC ("Recruiter").

INFORMATION REQUESTED

The Recruiter will provide the Client with Presented Candidates upon receipt of the following information from the Client for each request it makes of the Recruiter to perform its services (hereinafter referred to as the Clients Requirements).

The Recruiter will use its resources, domain knowledge, experience, skill, and its best efforts to recruit, identify, and screen candidates for each Client Request in accordance with standard pre-employment practices for identifying qualitied candidates for a position.

COMPENSATION

In consideration of the performance of the services for each candidate which Recruiter successfully recruits to work with Client (the Presented Candidate), Client shall pay Recruiter such payments within 15 days of the commencement of the Presented Candidate's employment at Client. The Recruiter will charge a fee of 10% of the Presented Candidate's first year base salary, plus any guaranteed bonus or commission. Services are defined as all efforts utilized to identify, screen and successfully ensure the candidate starts employment at Client. All efforts by Recruiter beyond the start date are services in addition to the services compensated for by Client.

Recruiter shall not be entitled to any additional compensation in connection with provision of services on behalf of Client, or in connection with Client's use and/or exploration of the results and proceeds of such services, and the rights granted to Client under this Agreement.

INDEPENDENT CONTRACTOR

IN CARRYING OUT ITS OBLIGATIONS AND ACTIVITIES UNDER THIS AGREEMENT, RECRUITER IS ACTING AS AN INDEPENDENT CONTRACTOR AND NOT AS AN AGENT, PARTNER, JOINT VENTURE OR EMPLOYEE OF GUNNISON COUNTY. RECRUITER DOES NOT HAVE ANY AUTHORITY TO BIND GUNNISON COUNTY IN ANY MANNER WHATSOEVER.

RECRUITER ACKNOWLEDGES AND AGREES THAT RECRUITER IS NOT ENTITLED TO: (I) UNEMPLOYMENT INSURANCE BENEFITS; OR (II) WORKERS COMPENSATION COVERAGE, FROM GUNNISON COUNTY. FURTHER, RECRUITER IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS PAID IT RELATED TO THE SERVICES.

PRESENTATION

The parties hereby further agree that no compensation shall be paid in connection with the provision of services on behalf of Client unless a Presented Candidate has been presented to Client by Recruiter verbally or in writing. In the event that two or more Recruiting Parties submit the same candidate, Client shall only pay the first Recruiter who has authorization to present candidates.

Beyond exercising reasonable efforts to verify employment references and, where applicable, professional licenses, Recruiter is not responsible for fraud or misrepresentations made by a candidate

and does not warrant the truth of any information provided by a candidate in the resume or otherwise. Recruiter will not be directly or indirectly liable for the acts or omissions of candidates, or the accuracy of information provided by Presented Candidates to Client and will not incur liability for any consequential damages resulting from the actions or inaction of Recruiter employees.

CONFIDENTIALITY

Recruiter agrees to hold in confidence, and not to use except as expressly authorized by Client, all Confidential Information and to use reasonable care to prevent the unauthorized disclosure or use of the other party's Confidential Information, both during and after the term of this Agreement. Presented Candidate and Client confidential information will not be disclosed unless the parties agree.

TERMS AND TERMINATION

The term of this agreement commences upon the execution of this agreement and expires upon received written notice from Client to Recruiter. The Client's only remaining obligation hereunder shall be to pay Recruiter compensation and/or reimbursement expenses, as applicable then due and accrued but not yet paid from performed services. This includes all referrals made before the termination.

EQUAL OPPORTUNITY EMPLOYER POLICY AND DISCRIMINATION

Both the Client and Recruiter are Equal Opportunity Employers, and each of the party's endeavors to recruiter, hire, and engage employees and applicants for employment without regard to race, color, religion, age, sex, marital status, sexual preference, national origin, physical or mental disability, or veteran status.

The Recruiter agrees not to discriminate against any person or class of persons by reason of age, race, color, sex, creed, religion, disability, national origin, sexual orientation or political affiliation in providing any services or in the use of any facilities provided for the public in any manner prohibited by Part 21 of the Regulations of the Office of the Secretary of Transportation. Contractor shall further comply with the letter and spirit of the Colorado Anti-Discrimination Act of 1957, as amended, and any other laws and regulations respecting discrimination in unfair employment practices. Additionally, Contractor shall comply with such enforcement procedures as any governmental authority might demand that Gunnison County take for the purpose of complying with any such laws and regulations.

IMMIGRATION COMPLIANCE CERTIFICATION

a) Recruiter certifies that Recruiter does not and will not knowingly contract with or employ illegal aliens to work under this Agreement.
b) Recruiter certifies that Recruiter has required its subcontractors to certify that they do not knowingly contract with or employ illegal aliens to work under this Agreement.
c) Recruiter will participate in either (i) the "E-Verify Program", jointly administered by the United States Department of Homeland Security and the Social Security Administration, or (ii) the "Department Program" administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all Contractor's employees who are hired to perform work under this Agreement

MISCELLANEOUS.

a) SEVERABILITY. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.

b) AMENDMENT. No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.

c) NO WAIVER OF GOVERNMENTAL IMMUNITY. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or part, by Gunnison County of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

GOVERNING LAW.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado. Exclusive jurisdiction and venue for any legal proceedings related to this Agreement shall be in the State of Colorado District Court, Gunnison County, Colorado.

NON-SOLICITATION

If a Presented Candidate is hired after Recruiter's referral for any position in Client's company or any subsidiaries within one year from the date of referral, you agree to pay Recruiter a fee equal to the amount stated above. For a period of one year after the successful placement of Presented Candidate, Recruiter shall not directly solicit any current employee of Client without written permission from Client.

SIGNATURES

This agreement shall be signed by Matthew Birnie on behalf of Gunnison County and by Chelsea Parks on behalf of CB Partners, LLC.

The foregoing is agreed to by the undersigned as of the date first written above.

Client	*CB Partners, LLC*
By (Sign)_____	**By (Sign) Chelsea Parks** _____
Name:_____	**Name:** Chelsea Parks
Title:_____	**Title**: Senior Executive Recruiter _____