

**FRESNO LOCAL AGENCY FORMATION COMMISSION (LAFCo)
EXECUTIVE OFFICER'S REPORT**

AGENDA ITEM NO. 8

DATE: January 12, 2022

TO: Fresno Local Agency Formation Commission

FROM: David E. Fey, Executive Officer 

SUBJECT: Consider Approval: Authorize the chair to sign agreement with Sierra HR Partners to perform an executive officer recruitment; and authorize an expenditure from reserve to fund this service.

RECOMMENDATIONS:

1. Authorize the chair to sign agreement with Sierra HR Partners to perform an executive officer recruitment; and
2. Authorize an expenditure from the operational reserve to fund this service.

Proposal

The Commission has expressed its interest in contracting with a recruiter for the second round of executive officer recruitment. At its December 13, 2021 hearing, the Commission authorized an expenditure to fund an agreement with Sierra HR Partners LLP ("SHRP") for human resource service and support. This firm also performs executive recruitment services and has provided an agreement that has been reviewed by staff and legal counsel (Attachment A).

Given that the existing executive officer has communicated his intent to retire from LAFCo service, the Commission finds it imperative to begin recruitment without delay. SHRP would charge 15% of the salary with a 50% retainer due within seven days of entering into the agreement. Given the top salary of the executive officer is currently \$150,000 annually, SHRP's agreement could be as high as \$22,500. If the prospective executive officer begins at a higher salary, the difference will be accounted for in SHRP's final invoice to the Commission.

Funding for this agreement can be authorized from the Commission's \$150,000 operational reserve.



**15% RECRUITMENT SERVICES AGREEMENT
C-SUITE/EXECUTIVE
90-DAY Placement Satisfaction Guarantee**

(Client) LAFCo has entered into this agreement requesting that Sierra HR

Partners, Inc. provide recruitment and hiring services for the _____ vacancy.

The Recruiting Fee for this service is **fifteen (15) percent** of the Final Candidate's estimated first-year annual salary. The Client will remit a **50% Retainer**, equal to one-half of the fee, within 7 days of entering into this Agreement. The remaining balance of the fee will be due when the Final Candidate is identified. Sierra HR Partners, Inc. will provide the Client with a **90-day Placement Satisfaction Guarantee**. The final payment of the Recruiting Fee must be received no later than the date of hire.

Recruitment & Hiring Services (included with this Agreement):

- Create a job announcement, compensation, and marketing strategy
- Advertise on 12 plus job search engines and websites
- Source candidates through our extensive professional networks
- Screen candidates and direct resumes to our Recruiting Team not to the client
- Job-specific, behavior-based interview questions
- Telephone interviews, including remote interview capability
- Candidate Interview Summaries & Qualifications Profile
- Recommend top candidates, coordinate Client interviews
- Advise on finalist selection
- Verbal Offer Negotiation and Offer Letter
- Pre-employment Background Investigation; various federal and state compliant services included

In the event that the Client obtains a Candidate or Finalist through a source other than Sierra HR Partners, Inc., this Agreement remains binding and payable in full. This document constitutes the entire agreement between the parties and cannot be modified, except in writing and signed by both parties. This Agreement cancels, supersedes and replaces all prior agreements or memorandums of understanding regarding the recruitment for the position specified.

SHR does not provide legal advice. Nor does SHR make decisions on behalf of LAFCo. LAFCo represents that it has legal counsel and will, in its discretion, seek legal advice on HR or employment matters.

Sierra HR Partners agrees to indemnify, defend and hold harmless Company and its agents, directors/commissioners, employees, and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorneys' fees) of whatever kind or nature (collectively "Loss"), provided the Loss arises from Sierra HR Partners' gross negligence or willful misconduct.

Signature, Company Representative	Company Representative Name (print)	Date
ESTIMATED SALARY RANGE or ANNUAL SALARY	RECRUITMENT FEE (ESTIMATED - if a range is given) 50% Retainer due in seven (7) days.	FIFTEEN (15) Percent of the Estimated Annual Salary
Signature, Sierra HR Partners, Inc.	Brenda Budke, SPHR, Executive Director	Date