

SC 4543

**COUNTY OF MONTEREY STANDARD AGREEMENT
(NOT TO EXCEED \$100,000)**

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

Careers in Government
(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION.

1.01 The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide Job Posting Services.

2.0 PAYMENT PROVISIONS.

2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$ 16,500.00.

3.0 TERM OF AGREEMENT.

3.01 The term of this Agreement is from June 1, 2015 to May 31, 2016, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS.

4.01 The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

- Exhibit A** Scope of Services/Payment Provisions
- Exhibit B** Exceptions to County Insurance Requirements

RECEIVED

MAY 28 2015

ADMIN OFFICE
MONTEREY COUNTY

19 4754

16.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

CONTRACTOR

By: [Signature]
Contracts/Purchasing Officer
Date: 5/15/15

Careers In Government
Contractor's Business Name*

By: _____
Department Head (if applicable)

By: [Signature]
(Signature of Chair, President, or Vice-President)*

Date: _____

Approved as to Form¹

Corey Hurwitz, CEO
Name and Title

By: [Signature]
County Counsel
Date: May 13, 2015

Date: 4/26/15

Approved as to Fiscal Provisions²

By: [Signature]
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

By: [Signature]
Auditor/Controller

Michael Hurwitz, President
Name and Title

Date: 5/15/15

Date: 4/26/15

Approved as to Liability Provisions³

By: _____
Risk Management

Date: _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

¹Approval by County Counsel is required

²Approval by Auditor/Controller is required

³Approval by Risk Management is required only if changes are made in sections 7 or 8

EXHIBIT-A

To Agreement by and between the
Human Resources Department, hereinafter referred to as "County"
AND
Careers in Government, hereinafter referred to as "CONTRACTOR"

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

Provide Unlimited Annual Online Membership for one (1) year, with the option to extend for two (2) additional one (1) year periods. Unlimited Annual Membership shall include:

- Automatically place all County job vacancies on the IPMA and Careers In Government job boards
- Advertise County positions across all available social media platforms. (Linked In, Twitter, Google+ and Face Book)
- Promote living and working for Monterey County by providing unlimited space to create a profile page all about the County (may include video, pictures and text)
- Provide full control to County to manage listings, search resume database, create screening questionnaires, and more
- Provide unlimited sub accounts so County may have as many users as you want accessing County's account with varying degrees of permissions

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed \$5,500 annually for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

\$5,500 annually – flat rate

There shall be no travel reimbursement allowed during this Agreement.

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

B.2 CONTRACTORS BILLING PROCEDURES

Payment shall take place upon receipt of Contractor's one-time, annual billing.

EXHIBIT - B

To Agreement by and between
County of Monterey Human Resources Department, hereinafter referred to as “County”
AND
Careers in Government, hereinafter referred to as “CONTRACTOR”

EXCEPTIONS TO COUNTY INSURANCE REQUIREMENTS

Business Automobile Liability Insurance – waived

CONTRACTOR does not have business automobiles. The services in this agreement are handled primarily online, but also via phone, email and fax. It is not anticipated that the CONTRACTOR will drive onto County property during the term of this agreement.

Workers Compensation Insurance – waived

At the time of execution of this agreement, CONTRACTOR does not have employees and therefore, does not carry Workers Compensation Insurance coverage. Should CONTRACTOR hire employees during the term of this agreement, CONTRACTOR shall comply with County’s insurance requirements as described in Section 9.03 of the agreement.