



**THANK YOU FOR CHOOSING
TRUE CALLING RECRUITMENT,
POWERED BY HR ANNIE!**

We are a connection-driven
recruitment consulting group.

Our mission is to support exceptional
organizations & talented people in finding
one another, with the long-term in mind.

We find purpose in supporting our clients
with developing equitable and optimal
recruitment strategies and helping people
find roles where their passions can align
with their profession.

Recruitment “Services” SCOPE OF WORK

Purpose: HR Annie Consulting, Inc. will assist CITY OF GARIBALDI with recruitment services as set forth in this Agreement.

Method: HR Annie Consulting, Inc. can support with recruitment in multiple customized ways. Three main areas of support include Recruitment Consulting Services, Conducting Full-Cycle Recruitments, and Recruitment Trainings as outlined below. CITY OF GARIBALDI may utilize HR Annie Consulting services in one or multiple ways, clarified with a consultant before the engagement.

1. Recruitment Consulting Services: This service is suitable for organizations that may have the bandwidth to conduct their own recruitments, but want support in strengthening their talent acquisition strategy, approach and/or implementation.

Services may include:

- Performing Recruitment Review & Recommendations Report.
- Development of efficient recruitment infrastructure.
- Consulting on competitive pay/benefit/workplace offerings.
- Troubleshooting recruitment issues.
- Development of customized job ads.
- Development of customized recruitment marketing materials.
- Development of customized interview templates.
- Other customized client support.

Investment: For Recruitment Consulting Services, HR Annie Consulting will invoice CITY OF GARIBALDI monthly. Services are billed at \$155/hour for all hours spent on such initiatives.

2. Conducting Full-Cycle Recruitments: This service is suitable for organizations that want support in conducting full-cycle recruitments with experts from HR Annie Consulting.

In addition to Recruitment Consulting Services (listed above), this option may also include:

- Posting, and managing job advertisements.
- Sourcing passive applicants to expand candidate pool.
- Reviewing and contacting qualified applicants.
- Scheduling and conducting phone interviews.
- Scheduling interviews with hiring managers.
- Checking references.
- Assisting with offer letters / offering.
- Conducting post-offer background checks through Background Brief.

Investment: HR Annie Consulting will invoice CITY OF GARIBALDI monthly. Recruitment services are billed at \$155/hour for all hours worked. Hours vary heavily depending on industry, complexity, job market, offerings, and collaboration. Before beginning a recruitment, a consultant will classify the role and evaluate these variables to provide an estimate of the hours your recruitment is expected to take.

In addition, Mid-Level and Senior-Level recruitments have a placement fee that is based on the annual, full-time equivalent salary of the selected candidate, billed on the 90th day of employment with CITY OF GARIBALDI. If a position falls in the placement fee range, a separate recruitment addendum will be sent out to specify for the position.

The billing structure is as follows:

- **Entry-Level, Non-Exempt:** Billed at \$155/hour for all hours worked, plus the cost for sourcing tools utilized for conducting the recruitment. No placement fee.
- **Mid-Level, Management, Salaried:** Billed \$155/hour, plus an 8% placement fee.
- **Senior-Level, Technical:** Billed \$155/hour, plus a 10% placement fee.

**All recruitments with placement fees include sourcing tools, a background check, and onboarding check-in. These resources allow us to find more qualified candidates and ensure a thorough evaluation process. If CITY OF GARIBALDI chooses not to move forward with HR Annie Services to close their position, therefore not paying a placement fee, the cost of these tools will be passed through to the client proportionally to what was spent on behalf of the client.

We work with clients in a mutually collaborative and consultative fashion to ensure that clients are optimizing their recruitment practices and in turn, proceeding operationally and budgetarily efficient. These results require effective and regular communication and partnership between HR Annie Consulting and CITY OF GARIBALDI.

CANDIDATE PROPRIETARY RIGHTS: Candidates introduced, re-engaged and/or presented by HR Annie to CITY OF GARIBALDI will fall under this agreement for a period of 10 months from the introduction/presentation date, regardless of which position they are hired for at CITY OF GARIBALDI. If hired outside of an active recruitment, the placement fee will be due upon the first day of candidate's assignment/employment/engagement with CITY OF GARIBALDI. This applies to contractors, employees, or any other form of professional engagement unless otherwise agreed upon between HR Annie and CITY OF GARIBALDI.

INCLUSION TERMS: HR Annie Consulting will provide recruitment services in alignment with equal opportunity employer practices and is committed to Diversity, Equity, Inclusion and Belonging throughout the process. Continuing services in this agreement are contingent upon:

- CITY OF GARIBALDI agreeing to also conduct interviews and evaluation practices ethically, inclusively, legally and in alignment with EEO standards.
- CITY OF GARIBALDI agreeing to meet and/or communicate weekly and provide timely detailed feedback on all candidates sent over by HR Annie Consulting

3. Recruitment Trainings: This service is suitable for organizations looking for additional support and training around topics such as:

- Recruitment Best Practices
- Living Out DEI & EEO Practices
- Prep-Work

- Process Development
- Candidate evaluation and interviewing methods
- Recruitment compliance

Investment: For Recruitment Training Services, HR Annie Consulting will invoice CITY OF GARIBALDI monthly. Trainings are billed at a flat rate determined by the time it takes to prepare and conduct the training, which are handled on a case-by-case basis depending on customization.

Name

Date

CITY OF GARIBALDI

HR Annie Consulting, Inc.
PROFESSIONAL SERVICES AGREEMENT

This Agreement is entered into on the date set forth below by and between HR Annie Consulting, Inc. an Oregon S-Corporation CITY OF GARIBALDI (HR Annie), and CLIENT [CITY OF GARIBALDI].

1. **Scope of Work.** Client hereby retains HR Annie to perform services as more particularly described on the attached Scope of Work ("Services").
2. **Term & Termination.** Upon execution of this Agreement, the parties shall determine a mutually acceptable commencement date for HR Annie to begin performing the Services for each Scope of Work. Unless defined in the "Services" the provision of Services shall continue until thirty (30) days after a party provides written notice to the other party of intent to conclude this Agreement. This Agreement shall terminate without further notice on the thirtieth (30th) day after notice of intent to conclude this Agreement is provided by one party to the other party. A party receiving notice of intent to conclude this Agreement may terminate this Agreement immediately at any time.
3. **Compensation.**
 - a. **Consulting Services:** Client will be invoiced at the selected Service Model monthly minimum retainer. Any hours beyond the minimum will be billed in the amount of \$155/hour. Client shall tender payment to HR Annie in a method acceptable to HR Annie. In the event HR Annie will work alongside an attorney (in the case of escalated employee relations) for Client, the hourly rate will be \$175/hour.
 - b. **Recruitment Services:** Client shall tender payment in the amount(s) defined in the "Services" Scope of Work in a method acceptable to HR Annie, including at \$155/hour, and as described in the related Fee Structure(s) or Flat Rate pricing.
 - c. **Training Services:** Client shall tender payment in the amount(s) defined in the "Services" Scope of Work in a method acceptable to HR Annie, and as described in the related pricing structure.

All payments received by HR Annie are earned upon receipt, and nonrefundable, except as otherwise provided herein.

All unpaid invoices will incur a late fee after 30 days as follows:

- \$50 late fee assessed for balances LESS than \$500 after 30 days
 - \$100 late fee assessed for balances MORE than \$500 after 30 days
 - Any payments not received within 45 days of due date may be subject to collections activity.
4. **Licenses.** HR Annie grants to Client an irrevocable license to any documents, materials, programs, or other instrumentality provided by HR Annie ("Instruments") for the limited purpose of Client's use of said Instruments within Client's own business. Client is prohibited from dissemination of any of the Instruments outside Client's own business. Client recognizes that dissemination or any use of the Instruments outside the scope of this limited license would cause irreparable harm to HR Annie. HR Annie reserves the right to charge a reasonable fee for any Instruments used in violation of this provision, as if Client had purchased said Instrument from HR Annie. HR Annie's Training presentations are considered HR Annie proprietary information and shall not be duplicated without prior approval by HR Annie.
 5. **Nature of Services.** HR Annie is not an attorney nor a certified public accountant. No information provided by HR Annie is intended as tax or accounting advice, nor legal advice. HR Annie is an independent contractor.
 6. **Confidentiality.** HR Annie acknowledges that it will be necessary for Client to disclose certain confidential and proprietary information to HR Annie for HR Annie to perform duties under this

Agreement. HR Annie acknowledges that any disclosure to any third party or any misuse of this proprietary or confidential information would irreparably harm Client. Accordingly, HR Annie will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of Client without Client's prior permission except to the extent necessary to perform services on Client's behalf.

Proprietary or confidential information includes:

- the written, printed, graphic, or electronically recorded materials furnished by Client for HR Annie to use
- business or marketing plans or strategies, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries and improvements of any kind, sales projections, and pricing information
- information belonging to customers and suppliers of Client about which HR Annie gained knowledge because of HR Annie services to Client, and
- any written or tangible information stamped "confidential," "proprietary," or with a similar legend, or any information that Client makes reasonable efforts to maintain the secrecy of.

HR Annie will not be restricted in using any material that is publicly available, already in HR Annie's possession prior to commencement of HR Annie's provision of services to Client, known to HR Annie without restriction, or rightfully obtained by HR Annie from sources other than Client.

Upon termination of this Agreement, at Client's request, HR Annie will deliver to Client all materials in HR Annie's possession relating to and provided by Client's business.

7. Mutual Indemnification

Client shall be liable to HR Annie for all losses, costs, damages and expenses that HR Annie may suffer, sustain, pay or incur and, in addition, shall indemnify and save HR Annie, its successors in interest, and its current and former officers, directors, owners, members, employees, and agents, completely harmless against all actions, proceedings, claims, demands, losses, debts, costs, damages and expenses that may be brought against or suffered by HR Annie or which it may sustain, pay or incur, including attorney fees and costs, as a result of the negligence or misconduct of the Client, its subcontractors and their employees and agents in connection with the performance, purported performance or nonperformance of the Agreement.

HR Annie shall be liable to Client for all losses, costs, damages and expenses that Client may suffer, sustain, pay or incur and, in addition, shall indemnify and save Client, its successors in interest, and its current and former officers, directors, owners, members, employees, and agents, completely harmless against all actions, proceedings, claims, demands, losses, debts, costs, damages and expenses that may be brought against or suffered by Client or which it may sustain, pay or incur, including attorney fees and costs, as a result of the negligence or misconduct of HR Annie, its subcontractors and their employees and agents in connection with the performance, purported performance or nonperformance of the Agreement.

8. **Default.** Any material breach of this Agreement constitutes a default by the breaching party. In the event of a default, the non-defaulting party is entitled to pursue all legal and equitable remedies. In the event of a default by Client for failure to make a payment due hereunder, HR Annie may suspend performance of its obligations under this Agreement until such time as the default is cured.
9. **Taxes.** Within the time required by law for 1099s to be issued to independent contractors, Client shall issue to HR Annie a 1099 for the amounts paid to HR Annie hereunder.
10. **Amendment.** This Agreement may not be amended or modified except by the written agreement of Client and HR Annie, executed by Client and HR Annie.

11. **Waiver.** Failure of either party at any time to require performance of any provision of this Agreement shall not limit such party's right to enforce such provision, nor shall any waiver of any breach of any provision of this Agreement constitute a waiver of any succeeding breach of such provision or a waiver of such provision itself.
12. **Notices.** Any notices required to be sent under this Agreement shall be sent to the respective parties at their addresses listed below. If the parties have engaged in email correspondence, each party sending and receiving email from the other party, then all email correspondence shall constitute adequate notice.

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13. **Advice of Counsel.** The parties have had an opportunity to review this Agreement with independent counsel before signing it, and failure to do so, or failure to understand all its terms and provisions, may not affect this Agreement.

This Agreement is entered into by the parties on this date: _____

Client:

**HR Annie:
HR Annie Consulting**

Print: _____

Cindy Free

Title: _____

Owner

Phone: _____

Invoice Email: _____

Invoice Contact Person: _____

Notice Address:

Notice Address: _____

PO Box 987
Clackamas, OR 97015



EMPLOYMENT SCREENING SERVICES & BACKGROUND CHECKS FOR A WIDE RANGE OF VALUED CLIENTELE.

RESPONSIBLE

We are available 7 days a week to submit background checks, answer questions and give support. Exceptional service is our top priority.

RELIABLE

BackgroundBrief is an authorized CrimCheck database distributor. CrimCheck is PBSA Accredited meaning you can trust our accuracy. Our goal is to provide a foundation of trust & safety our clients need to create great environments for their most essential resource, people.

VERSATILE

We serve a wide variety of industries with comprehensive packages and individual services tailored to your specific business needs.

PEOPLE FIRST, ALWAYS.

HR Annie Consulting teamed up with one of the world's largest database resource companies to be able to provide our clients with reliable, thorough & compliant criminal background checks. This is a great extension of the human resource services we already offer & gives peace of mind when hiring your next employee. Our background check and identity solutions help you navigate uncertainty and create safer environments for your employees, customers and partners.

BackgroundBrief is ISO-9001 certified and consistent with the Fair Credit Reporting Act (FCRA)



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www.backgroundbrief.com