

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
NOVEMBER 2, 2021 AGENDA**

Subject:	Type:	Submitted By:
AGREEMENT – INTERIM HR DIRECTOR SERVICES	◆ RESOLUTION ORDINANCE RECEIVE/FILE	KEVIN POKORNY DIRECTOR OF ADMINISTRATIVE SERVICES

SYNOPSIS

A resolution has been prepared to approve an agreement with Strategic Government Resources (SGR) to provide interim Human Resources Director Services.

FISCAL IMPACT

Salary savings in FY22 budget will fund this temporary assignment.

RECOMMENDATION

Approval.

BACKGROUND

Following the October 4, 2021 resignation of the Human Resources Director, evaluation of the vacancy revealed that having a better understanding of our needs might help in the selection of a potential replacement. This resulted in a recommendation to bring in a seasoned HR Director on a temporary basis to assess the HR Department staffing, functions and processes.

If approved, the candidate selected for the interim position would be provided a scope of work (SOW) from the City. It is anticipated this position would be in place for approximately 4 to 6 months. At the end of the contract, the goal is to have established recommendations and a staffing plan for the HR Department.

Several staffing companies were contacted regarding this opportunity. SGR was the only group with an established division consisting of over 300 retired local government professionals in their interim pool who might be available to fill a variety of management and leadership roles for cities on an interim basis.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA TO APPROVE AN AGREEMENT WITH STRATEGIC GOVERNMENT RESOURCES (SGR) TO PROVIDE INTERIM HUMAN RESOURCES SERVICES.

WHEREAS, the City Council of the City of La Vista has determined that approving an agreement with Strategic Government Resources (SGR) to provide interim Human Resources Services is necessary; and

WHEREAS, salary savings in FY22 budget will fund this temporary assignment; and

WHEREAS, Subsection (C) (9) of Section 31.23 of the La Vista Municipal Code requires that the city administrator secure Council approval prior to authorizing any purchase over \$5,000.00;

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council hereby approve an agreement with Strategic Government Resources (SGR) to provide interim Human Resources Services.

PASSED AND APPROVED THIS 2ND DAY OF NOVEMBER 2021.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk



Date: October 7, 2021

**Agreement for Interim Director of Human Resources Services
By and Between Strategic Government Resources and the City of La Vista, NE**

City of La Vista, NE
Brenda Gunn, City Administrator
bgunn@cityofLaVista.org

Strategic Government Resources
Wendle Medford, Senior Managing Director
Interim Services and Consulting
WendleMedford@GovernmentResource.com

("City")

("SGR")

Scope of Services. The City of La Vista, NE, (referred to as "City") seeks an Interim Director of Human Resources to perform related duties for City. Strategic Government Resources (referred to as "SGR") will provide a highly experienced local government professional to serve as Interim Director of Human Resources for City.

Recommended Candidate. SGR and City will work together to determine a final candidate for consideration. Should City wish to consider an alternate candidate, SGR can provide other experienced local government professionals for City to interview. City may interview candidate(s) by phone, Skype, or in person. City will reimburse all travel, lodging, and per diem expenses for any in-person interviews.

If at any time during the assignment, City wishes to have another candidate provided to serve as Interim Director of Human Resources, SGR will produce additional experienced local government professionals to fill the position, to the satisfaction of City, pending availability of suitable candidates.

Directions and Control. The City is responsible for the direction, supervision, and control of the contractor. It is the City's responsibility to provide a safe workplace and to furnish the contractor with any equipment/training needed to perform their role.

Terms and Conditions. SGR will provide an Interim Director of Human Resources at a rate of \$72.00 per hour. The Interim Director of Human Resources will work a maximum of 40 hours per week unless approved by City. Any hours worked in excess of 40 hours per week, will be billed at the standard contract rate of \$72.00 per hour.

City Contact for Invoicing:

Name: Kevin Pokorny

Email: kpokorny@cityofLavista.org

Phone: 402-331-4343

1. SGR will perform a Comprehensive Media Search on the candidate selected by City and provide a comprehensive media report to City. This media report is compiled from information gathered using our proprietary online search process. This is not an automated process and produces far superior results than a standard media or simple Google search. The report length may be as long as 350 pages and may include news articles, links to video interviews, blog posts by residents, etc.

The City's final approval of the interim candidate will be dependent upon client acceptance of results of the media and background searches conducted, and we recommend a start date after completion of all elements of our background checking process.

Should an organization choose to start an interim candidate prior to completion of media searches and/or any other elements of the standard background investigation, SGR will be held harmless for any unexpected findings.

2. SGR will perform a comprehensive background investigation on the candidate selected by the City. SGR uses a licensed private investigation firm for these services. Through SGR's partnership with FirstCheck, we are able to provide our Cities with comprehensive background screening reports that include detailed information such as:
 - Social Security number trace
 - Address history
 - Driving history/motor vehicle records
 - Credit report
 - Federal criminal search
 - National criminal search
 - Global homeland security search
 - Sex offender registry search
 - State criminal search (for current and previous states of residence)
 - County criminal search (for every county in which candidate has lived or worked)
 - County civil search (for every county in which candidate has lived or worked)
 - Education verification
3. City is responsible for the cost of any drug screening that City may require.
4. All routine business expenses incurred by SGR's representative in their role as Interim Director of Human Resources will be reimbursed under the same terms and conditions that such expenses would be reimbursed for any other employee of City, such as mileage, hotel, and per diem when traveling at the request of City, and business meals incurred for local meetings. Commute time will not be billed by SGR.
5. Depending on the location of the permanent residence of the selected Interim Director of Human Resources, mileage reimbursement and temporary housing may be required. Mileage is reimbursed by City at the current IRS mileage reimbursement rate. The City may elect to provide temporary housing such as a local hotel, direct billed to the City, with a mileage/travel reimbursement of twice per month between Interim Director of Human Resources' permanent residence and City.

6. City will be billed weekly for the previous week's work and any travel/housing reimbursement. payment will be due within 14 days of each billing. SGR will not be compensated for holidays, vacation time, sick leave, etc.
7. If City hires the candidate placed as Interim Director of Human Resources for a permanent position during the term of this agreement or within 12 months after the conclusion of this agreement, City will pay SGR an employment placement fee of \$10,000.00. This fee is waived if SGR conducts a full-service executive search for this position.
8. City or SGR may terminate the agreement for Interim Director of Human Resources Services with a fourteen (14) day written notice, without cause or penalty.

Cost Summary. SGR will provide Interim Director of Human Resources Services to City as follows:

<i>Interim Director of Human Resources Services</i>	<i>\$72.00 per hour</i>
<i>Comprehensive Media Search Report</i>	<i>\$500.00</i>
<i>Background Investigation</i>	<i>\$400.00</i>
<i>Mileage/Temporary Housing</i>	<i>TBD*</i>
<i>Travel expenses for in-person interviews, if needed</i>	<i>TBD</i>
<i>Per diem for in-person interview, if needed</i>	<i>\$10 breakfast, \$15 lunch, \$25 dinner</i>

**Mileage will be billed at the Standard Mileage Reimbursement Rate established by the IRS. City will provide temporary housing or a housing stipend, if necessary.*

Confidentiality Agreement. The Interim Director of Human Resources will perform services for City which may require City to disclose confidential and proprietary information to Interim Director of Human Resources or which may require City to grant authorization to the Interim Director of Human Resources to make financial and legal transactions on behalf of the City. Confidential information includes, but is not limited to, any information of any kind, nature, or description concerning any matters affecting or relating to Interim Director of Human Resources' services for City, the business or operations of City, and/or the products, projects, drawings, plans, processes, or other data of City. Financial and legal information includes, but is not limited to, financial institution wire transfers, deposits, withdrawals, cash handling, investment handling, real property transactions, or other financial or legal transactions of City. The Interim Director of Human Resources, through his/her contract with SGR agrees:

- To hold any and all confidential information received from City in strict confidence and shall exercise a reasonable degree of care to prevent disclosure to others.
- Not to disclose or divulge, either directly or indirectly, the confidential information to others unless first authorized to do so in writing by City. For financial and legal transactions, Interim Director of Human Resources must receive authorization from City verbally and in writing, other than by email, and Interim Director of Human Resources shall maintain reasonable data security controls to protect Interim Director of Human Resources and City from social engineering attacks.
- Not to reproduce the confidential information, nor use this information commercially, or for any

purpose other than the performance of his/her duties for City.

- That upon request or upon termination of his/her relationship with City, deliver to City, any drawings, notes, documents, equipment, and materials received from City or originating from his/her activities for City.
- That City shall have the sole right to determine the treatment of any information that is part or project specific received from Interim Director of Human Resources, including the right to keep the same as confidential and proprietary.

Indemnification. To the extent it may be permitted to do so by applicable law, City does hereby agree to defend, hold harmless, and indemnify the designated Interim Director of Human Resources, SGR, and all officers, employees, and contractors of SGR, from any and all demands, claims, suits, actions, judgments, expenses, and attorneys' fees incurred in any legal proceedings brought against them as a result of action taken in the Interim's individual or official capacity for the City as an independent contractor and as Interim Director of Human Resources, providing the incident(s), which is (are) the basis of any such demand, claim, suit, actions, judgments, expenses, and attorneys' fees, arose or does arise in the future from an act or omission of the Interim Director of Human Resources as an independent contractor of City acting within the course and scope of the Interim Director of Human Resources' engagement with City; excluding, however, any such demand, claim, suit, action, judgment, expense, and attorneys' fees for those claims or any causes of action where it is determined that the Interim Director of Human Resources committed official misconduct, or committed a willful or wrongful act or omission, or an act or omission constituting gross negligence, or acted in bad faith; and excluding any insurance contract, held either by City or SGR. In the case of such indemnified demand, claim, suit, action, or judgment, the selection of the Interim Director of Human Resources' legal counsel shall be with the mutual agreement of the Interim Director of Human Resources and City if such legal counsel is not also City's legal counsel. A legal defense may be provided through insurance coverage, in which case the Interim Director of Human Resources' right to agree to legal counsel provided for him/her will depend on the terms of the applicable insurance contract. The provisions of this paragraph shall survive the termination, expiration, or other end of this agreement and/or the Interim Director of Human Resources' engagement with City.

Venue. The venue for any disputes shall reside in Sarpy County, Nebraska.

Applicable law. This agreement shall be governed by the laws of the State of Texas.

This agreement represents the full and complete agreement between Strategic Government Resources and the City of La Vista, Nebraska, and supersedes any and all prior written or verbal agreements. This agreement may be modified or amended only by a written instrument signed by the parties.

Approved and Agreed to on _____, by and between Strategic Government Resources and the City of La Vista, Nebraska.

Brenda Gunn, City Administrator
City of La Vista, NE

Wendle Medford, Senior Managing Director
Interim Services and Consulting
Strategic Government Resources