

**COUNTY OF MENDOCINO  
STANDARD SERVICES AGREEMENT**

This Agreement is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and **CPS HR Consulting**, hereinafter referred to as the "CONTRACTOR".

**WITNESSETH**

WHEREAS, pursuant to Government Code Section 31000, COUNTY may retain independent contractors to perform special services to or for COUNTY or any department thereof; and,

WHEREAS, COUNTY desires to obtain CONTRACTOR for its on-call classification and compensation services; and,

WHEREAS, CONTRACTOR is willing to provide such services on the terms and conditions set forth in this AGREEMENT and is willing to provide same to COUNTY.

NOW, THEREFORE it is agreed that COUNTY does hereby retain CONTRACTOR to provide the services described in Exhibit "A", and CONTRACTOR accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

Exhibit A	Definition of Services
Exhibit B	Payment Terms
Exhibit C	Insurance Requirements
Exhibit D	Mendocino County EPayables Information
Attachment A	Work Request Response

The term of this Agreement shall be from the date this Agreement becomes fully executed by all parties (the "Effective Date"), and shall continue through June 30, 2023.

The compensation payable to CONTRACTOR hereunder shall not exceed One Hundred Sixty Thousand Dollars (\$160,000) for the term of this Agreement.

**IN WITNESS WHEREOF**

**DEPARTMENT FISCAL REVIEW:**

By:   
DEPARTMENT HEAD

Date: 12/01/2021

Budgeted: ☒ Yes ☐ No

Budget Unit: HR 1320


Line Item: 862189

Org/Object Code:

Grant: ☐ Yes ☒ No

Grant No.:

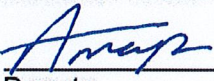
**COUNTY OF MENDOCINO**

By:   
DAN GJERDE, Chair  
BOARD OF SUPERVISORS

Date: 12/14/2021

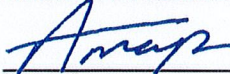
**ATTEST:**

CARMEL J. ANGELO, Clerk of said Board

By:   
Deputy 12/14/2021

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

CARMEL J. ANGELO, Clerk of said Board

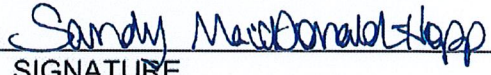
By:   
Deputy 12/14/2021

**INSURANCE REVIEW:**

By:   
Risk Management

Date: 12/01/2021

**CONTRACTOR/COMPANY NAME**

By:   
SIGNATURE

Date: 12/2/2021

**NAME AND ADDRESS OF CONTRACTOR:**


CPS HR Consulting  
2450 Del Paso Rd, Suite 220  
Sacramento, CA 95834

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

**COUNTY COUNSEL REVIEW:**

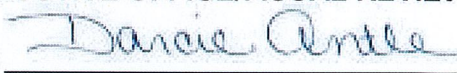
**APPROVED AS TO FORM:**

CHRISTIAN M. CURTIS,  
County Counsel

By:   
Deputy

Date: 12/01/2021

**EXECUTIVE OFFICE/FISCAL REVIEW:**

By:   
Deputy CEO

Date: 12/01/2021

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors

Exception to Bid Process Required/Completed ☒

Mendocino County Business License: Valid ☐

Exempt Pursuant to MCC Section \_\_\_\_\_



## **GENERAL TERMS AND CONDITIONS**

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that CONTRACTOR is an Independent Contractor. CONTRACTOR is not the agent or employee of the COUNTY in any capacity whatsoever, and COUNTY shall not be liable for any acts or omissions by CONTRACTOR nor for any obligations or liabilities incurred by CONTRACTOR.

CONTRACTOR shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

CONTRACTOR shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold COUNTY harmless from any and all liability which COUNTY may incur because of CONTRACTOR's failure to pay such amounts.

In carrying out the work contemplated herein, CONTRACTOR shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as Independent Contractors and shall not be treated or considered in any way as officers, agents and/or employees of COUNTY.

CONTRACTOR does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with all applicable federal, state and COUNTY laws, including but not limited to prevailing wage laws, ordinances, regulations, titles, departmental procedures and currently approved methods and practices in his/her field and that the sole interest of COUNTY is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the COUNTY agency concerned.

Notwithstanding the foregoing, if the COUNTY determines that pursuant to state and federal law CONTRACTOR is an employee for purposes of income tax withholding, COUNTY may upon two (2) week's written notice to CONTRACTOR, withhold from payments to CONTRACTOR hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **INDEMNIFICATION:** To the furthest extent permitted by law (including without limitation California Civil Code sections 2782 and 2782.8, if applicable), CONTRACTOR shall assume the defense of, indemnify, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, demands, damages, costs, liabilities, and losses whatsoever alleged to be occurring or resulting in connection with the CONTRACTOR'S performance or its obligations under this AGREEMENT, unless arising out of the sole negligence or willful misconduct of COUNTY. "CONTRACTOR'S performance" includes CONTRACTOR'S action or inaction and the action or inaction of CONTRACTOR'S officers, employees, agents and subcontractors.
3. **INSURANCE AND BOND:** CONTRACTOR shall at all times during the term of the Agreement with the COUNTY maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.
4. **WORKERS' COMPENSATION:** CONTRACTOR shall provide Workers' Compensation insurance, as applicable, at CONTRACTOR's own cost and expense and further, neither the CONTRACTOR nor its carrier shall be entitled to recover from COUNTY any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

CONTRACTOR affirms that s/he is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for the Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code and CONTRACTOR further assures that s/he will comply with such provisions before commencing the performance of work under this Agreement. CONTRACTOR shall furnish to COUNTY certificate(s) of insurance evidencing Worker's Compensation Insurance coverage to cover its employees, and CONTRACTOR shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of subcontractors' employees.

5. **CONFORMITY WITH LAW AND SAFETY:**
  - a. In performing services under this Agreement, CONTRACTOR shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. CONTRACTOR shall indemnify and hold COUNTY harmless from any and all liability, fines, penalties and consequences from any of CONTRACTOR's failures to comply with such laws, ordinances, codes and regulations.

- b. ACCIDENTS: If a death, serious personal injury or substantial property damage occurs in connection with CONTRACTOR's performance of this Agreement, CONTRACTOR shall immediately notify Mendocino County Risk Manager's Office by telephone. CONTRACTOR shall promptly submit to COUNTY a written report, in such form as may be required by COUNTY of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of CONTRACTOR's sub-contractor, if any; (3) name and address of CONTRACTOR's liability insurance carrier; and (4) a detailed description of the accident and whether any of COUNTY's equipment, tools, material, or staff were involved.
  - c. CONTRACTOR further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the COUNTY the opportunity to review and inspect such evidence, including the scene of the accident.
- 6. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to CONTRACTOR as provided in Exhibit "B" hereto as funding permits.

If COUNTY over pays CONTRACTOR for any reason, CONTRACTOR agrees to return the amount of such overpayment to COUNTY, or at COUNTY's option, permit COUNTY to offset the amount of such overpayment against future payments owed to CONTRACTOR under this Agreement or any other agreement.

In the event CONTRACTOR claims or receives payment from COUNTY for a service, reimbursement for which is later disallowed by COUNTY, State of California or the United States Government, the CONTRACTOR shall promptly refund the disallowance amount to COUNTY upon request, or at its option COUNTY may offset the amount disallowed from any payment due or that becomes due to CONTRACTOR under this Agreement or any other agreement.

All invoices, receipts, or other requests for payment under this contract must be submitted by CONTRACTOR to COUNTY in a timely manner and consistent with the terms specified in Exhibit B. In no event shall COUNTY be obligated to pay any request for payment for which a written request for payment and all required documentation was first received more than six (6) months after this Agreement has terminated, or beyond such other time limit as may be set forth in Exhibit B.
- 7. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the CONTRACTOR.

8. **OWNERSHIP OF DOCUMENTS:** CONTRACTOR hereby assigns the COUNTY and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the COUNTY, the CONTRACTOR, the CONTRACTOR's subcontractors or third parties at the request of the CONTRACTOR (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

CONTRACTOR shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. CONTRACTOR agrees to take such further steps as may be reasonably requested by COUNTY to implement the aforesaid assignment. If for any reason said assignment is not effective, CONTRACTOR hereby grants the COUNTY and any assignee of the COUNTY an express royalty – free license to retain and use said Documents and Materials. The COUNTY's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not CONTRACTOR's services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

The COUNTY's rights under this Paragraph 8 shall not extend to any computer software used to create such Documents and Materials.

9. **CONFLICT OF INTEREST:** The CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement.
10. **NOTICES:** All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

**Personal Delivery:** When personally delivered to the recipient, notices are effective on delivery.

**First Class Mail:** When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. **Certified Mail:** When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

**Overnight Delivery:** When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Facsimile transmission: When sent by facsimile to the facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that, (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To COUNTY: COUNTY OF MENDOCINO  
Human Resources  
501 Low Gap Road, Room 1326  
Ukiah, CA 95482  
Attn: Juanie Cranmer

To CONTRACTOR: CPS HR Consulting  
2450 Del Paso Rd, Suite 220  
Sacramento, CA 95834  
Attn: Vicki Quintero Brashear

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

11. USE OF COUNTY PROPERTY: CONTRACTOR shall not use COUNTY property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
12. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS: CONTRACTOR certifies that it will comply with all Federal, State, and local laws, rules and regulations pertaining to nondiscrimination in employment.
  - a. CONTRACTOR shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, pregnancy, disability, sex, sexual orientation, gender identity, ancestry, national origin, age, religion, Veteran's status, political affiliation, or any other factor prohibited by law.



- b. CONTRACTOR shall, if requested to so do by the COUNTY, certify that it has not, in the performance of this Agreement, engaged in any unlawful discrimination.
  - c. If requested to do so by the COUNTY, CONTRACTOR shall provide the COUNTY with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under State or Federal law.
  - d. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.
  - e. The CONTRACTOR shall include the provisions set forth in this paragraph in each of its subcontracts.
13. DRUG-FREE WORKPLACE: CONTRACTOR and CONTRACTOR's employees shall comply with the COUNTY's policy of maintaining a drug-free workplace. Neither CONTRACTOR nor CONTRACTOR's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads *nolo contendere* to a criminal drug statute violation occurring at a COUNTY facility or work site, the CONTRACTOR, within five days thereafter, shall notify the head of the COUNTY department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.
14. ENERGY CONSERVATION: CONTRACTOR agrees to comply with the mandatory standards and policies relating to energy efficiency in the State of California Energy Conservation Plan, (Title 24, California Administrative Code).
15. COMPLIANCE WITH LICENSING REQUIREMENTS: CONTRACTOR shall comply with all necessary licensing requirements and shall obtain appropriate licenses. To the extent required by law, CONTRACTOR shall display licenses in a location that is reasonably conspicuous. Upon COUNTY's request, CONTRACTOR shall file copies of same with the County Executive Office.
- CONTRACTOR represents and warrants to COUNTY that CONTRACTOR and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions.
16. AUDITS; ACCESS TO RECORDS: The CONTRACTOR shall make available to the COUNTY, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and



disbursements charged to the COUNTY, and shall furnish to the COUNTY, within sixty (60) days after examination, its authorized agents, officers or employees such other evidence or information as the COUNTY may require with regard to any such expenditure or disbursement charged by the CONTRACTOR.

The CONTRACTOR shall maintain full and adequate records in accordance with COUNTY requirements to show the actual costs incurred by the CONTRACTOR in the performance of this Agreement. If such books and records are not kept and maintained by CONTRACTOR within the County of Mendocino, California, CONTRACTOR shall, upon request of the COUNTY, make such books and records available to the COUNTY for inspection at a location within COUNTY or CONTRACTOR shall pay to the COUNTY the reasonable, and necessary costs incurred by the COUNTY in inspecting CONTRACTOR's books and records, including, but not limited to, travel, lodging and subsistence costs. CONTRACTOR shall provide such assistance as may be reasonably required in the course of such inspection. The COUNTY further reserves the right to examine and reexamine said books, records and data during the four (4) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the COUNTY, and the CONTRACTOR shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for four (4) years after the COUNTY makes the final or last payment or within four (4) years after any pending issues between the COUNTY and CONTRACTOR with respect to this Agreement are closed, whichever is later.

17. **DOCUMENTS AND MATERIALS:** CONTRACTOR shall maintain and make available to COUNTY for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 8 of this Agreement. CONTRACTOR's obligations under the preceding sentence shall continue for four (4) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by COUNTY), and CONTRACTOR shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for four (4) years following the COUNTY's last payment to CONTRACTOR under this Agreement.
18. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
19. **TERMINATION:** The COUNTY has and reserves the right to suspend, terminate or abandon the execution of any work by the CONTRACTOR without cause at any time upon giving to the CONTRACTOR notice. Such notice shall be in writing and may be issued by any COUNTY officer authorized to execute or amend the contract, the County Chief Executive Officer, or any other person designated by the County Board of Supervisors. In the event that the COUNTY should abandon, terminate or suspend the CONTRACTOR's work, the

CONTRACTOR shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to CONTRACTOR for its services as outlined in Exhibit A shall not exceed \$160,000 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding.

20. NON APPROPRIATION: If COUNTY should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, COUNTY may unilaterally terminate this Agreement only upon thirty (30) days written notice to CONTRACTOR. Upon termination, COUNTY shall remit payment for all products and services delivered to COUNTY and all expenses incurred by CONTRACTOR prior to CONTRACTOR'S receipt of the termination notice.
21. CHOICE OF LAW: This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
22. VENUE: All lawsuits relating to this contract must be filed in Mendocino County Superior Court, Mendocino County, California.
23. WAIVER: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
24. ADVERTISING OR PUBLICITY: CONTRACTOR shall not use the name of COUNTY, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of COUNTY in each instance.
25. ENTIRE AGREEMENT: This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between COUNTY and CONTRACTOR relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. This Agreement may not be modified except by a written document

signed by both parties. In the event of a conflict between the body of this Agreement and any of the Exhibits, the provisions in the body of this Agreement shall control.

26. HEADINGS: Herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.
27. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
28. ASSURANCE OF PERFORMANCE: If at any time the COUNTY has good objective cause to believe CONTRACTOR may not be adequately performing its obligations under this Agreement or that CONTRACTOR may fail to complete the Services as required by this Agreement, COUNTY may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to COUNTY, to correct the observed deficiencies in CONTRACTOR's performance. CONTRACTOR shall provide such written assurances and written plan within thirty (30) calendar days of its receipt of COUNTY's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
29. SUBCONTRACTING/ASSIGNMENT: CONTRACTOR shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the COUNTY's prior written approval.
  - a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
  - b. Only the department head or his or her designee shall have the authority to approve subcontractor(s).
  - c. CONTRACTOR shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between CONTRACTOR and its subcontractors.
30. SURVIVAL: The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 8), and Conflict of Interest (Paragraph 9), shall survive termination or expiration for two (2) years.

31. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
32. INTELLECTUAL PROPERTY WARRANTY: CONTRACTOR warrants and represents that it has secured all rights and licenses necessary for any and all materials, services, processes, software, or hardware ("CONTRACTOR PRODUCTS") to be provided by CONTRACTOR in the performance of this AGREEMENT, including but not limited to any copyright, trademark, patent, trade secret, or right of publicity rights. CONTRACTOR hereby grants to COUNTY, or represents that it has secured from third parties, an irrevocable license (or sublicense) to reproduce, distribute, perform, display, prepare derivative works, make, use, sell, import, use in commerce, or otherwise utilize CONTRACTOR PRODUCTS to the extent reasonably necessary to use the CONTRACTOR PRODUCTS in the manner contemplated by this agreement.

CONTRACTOR further warrants and represents that it knows of no allegations, claims, or threatened claims that the CONTRACTOR PRODUCTS provided to COUNTY under this Agreement infringe any patent, copyright, trademark or other proprietary right. In the event that any third party asserts a claim of infringement against the COUNTY relating to a CONTRACTOR PRODUCT, CONTRACTOR shall indemnify and defend the COUNTY pursuant to Paragraph 2 of this AGREEMENT.

In the case of any such claim of infringement, CONTRACTOR shall either, at its option, (1) procure for COUNTY the right to continue using the CONTRACTOR Products; or (2) replace or modify the CONTRACTOR Products so that that they become non-infringing, but equivalent in functionality and performance.

33. ELECTRONIC COPIES: The parties agree that an electronic copy, including facsimile copy, email, or scanned copy of the executed Agreement, shall be deemed, and shall have the same legal force and effect as, an original document.
34. COOPERATION WITH COUNTY: CONTRACTOR shall cooperate with COUNTY and COUNTY staff in the performance of all work hereunder.
35. PERFORMANCE STANDARD: CONTRACTOR shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in CONTRACTOR's profession. COUNTY has relied upon the professional ability and training of CONTRACTOR as a material inducement to enter into this Agreement. CONTRACTOR hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the



requirements of applicable Federal, State, and local laws, it being understood that acceptance of CONTRACTOR 's work by COUNTY shall not operate as a waiver or release. If COUNTY determines that any of CONTRACTOR 's work is not in accordance with such level of competency and standard of care, COUNTY, in its sole discretion, shall have the right to do any or all of the following: (a) require CONTRACTOR to meet with COUNTY to review the quality of the work and resolve matters of concern; (b) require CONTRACTOR to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of paragraph 19 (Termination) or (d) pursue any and all other remedies at law or in equity.

36. ATTORNEYS' FEES: In any action to enforce or interpret the terms of this agreement, including but not limited to any action for declaratory relief, each party shall be solely responsible for and bear its own attorneys' fees, regardless of which party prevails.

[END OF GENERAL TERMS AND CONDITIONS]

## **EXHIBIT A**

### **DEFINITION OF SERVICES**

- A. Upon receipt of a completed Work Request Response (Attachment A), CONTRACTOR will review the specific details (e.g., type of study and size) and provide a fixed fee estimate with timeline.
- B. CONTRACTOR will evaluate each request based on the nature, quantity/size, and any special considerations to be had for the requested study. This includes number of requests, number of incumbents, number of classifications, etc.
- C. CONTRACTOR will tailor work plans based on the nature of the study requested as each study may or may not require all steps in the process (e.g., single incumbent, classification review, multiple requests submitted at once, classification series review, etc.).
- D. CONTRACTOR will provide consultation services as outlined in the General Approach and Methodology document submitted as part of CONTRACTOR's proposal, included here:

## **General Approach and Methodology**

### **Classification Study Work Plan**

The classification work plan outlined in this section is intended to define all tasks within a comprehensive classification study, from employee orientation sessions to final reports as well as the types of deliverables associated with certain tasks.

**Task 1.1 – Receive and Review Background Materials.** Upon contract execution, CPS HR will gather background information including the following materials:

- Organization Charts
- Classification Specifications (Electronic copies preferred)
- Employee Roster
- Relevant Policies and Procedures
- Memorandums of Understanding
- Past Classification and Compensation Studies

**Task 1.2 – Initial Project Meeting.** The CPS HR Project Manager will meet with the County’s Internal Project Manager, HR Staff, and designated key stakeholders to initiate the project by confirming study goals, objectives, tasks to be performed, and methodologies. During this meeting, CPS HR and the County will also discuss and agree upon a communication plan for this study, since open and consistent communication is a key element in project acceptance and success. The County may prefer to appoint a committee to help guide the project.

**Task 1.3 – Develop Job Evaluation Tools.** CPS HR will use a survey tool to ensure valid information is gathered, analyzed, and documented consistently from incumbents regarding their current classifications. This activity includes finalizing a Position Description Questionnaire (PDQ) for approval by the County, and distribution of the PDQ to study participants. The PDQ is designed to capture specific information, and to be used in studies with multiple analytical goals such as position allocation and classification specification development/revisions.

**Task 1.4 – Conduct Orientation Session(s).** The CPS HR Project Manager will draft a letter to be sent via e-mail to all employees included in the study and invite them to attend a study orientation session. The purpose of the orientation session is to (i) communicate study goals, methodology, and processes; (ii) explain to employees how the online PDQ should be completed; (iii) explain the role of employees, supervisors, and managers in the study; and (iv) respond to employee questions regarding the study process.

These tasks and processes are critical in gaining employee understanding, trust, and acceptance of the study. Where possible, we encourage human resources staff to attend the meeting(s) to familiarize themselves with employee questions and the responses to those questions.

**Task 1.5 – PDQ Completion.** All study employees will have the opportunity to provide information on the duties and responsibilities as it relates to job specifications, duties not covered in the job specification, minimum qualifications, and physical demands. Each incumbent’s supervisor will then



review the collected data to ensure that the incumbent has accurately and sufficiently captured all pertinent information on job context and work output.

**Task 1.6 – Review PDQs/Prepare for Job Evaluation Interviews.** The CPS HR Project Team will thoroughly review each PDQ to obtain an understanding of the duties and responsibilities assigned to each position. Job evaluation interview questions for study employees will be developed based upon the results of the documentation review. CPS HR Project Team members will develop an interview schedule and will coordinate the schedule with the County’s designated staff member.

**Task 1.7 – Conduct Job Evaluation Interviews.** In addition to the PDQs, job evaluation interviews will be conducted with selected employees to ensure the CPS HR Project Team has a complete understanding of the duties and responsibilities assigned to the position. CPS HR will utilize a combination of interviews and focus groups to meet with identified incumbents, as appropriate. All interviews will take place via tele- or web-conference.

**Task 1.8 – FLSA Analysis (Optional).** The CPS Project team will analyze the duties and responsibilities of each classification and provide recommendations to ensure compliance with the Fair Labor Standards Act (FLSA) exempt/non-exempt designations. Each classification will be reviewed based upon the duties, responsibilities, scope of authority, and span of control for purposes of determining whether it is exempt or nonexempt from FLSA overtime provisions. CPS HR offers two options: Classification-based or Position-based FLSA Analysis. For these types of projects, we typically conduct a Classification-based FLSA Analysis.

#### **Classification-based FLSA Analysis**

CPS HR Consulting will review the current classification specifications to determine whether the studied classification can be exempt from FLSA overtime provisions. CPS HR will make the determination based upon updated classification specifications.

**Task 1.9 – Physical Requirements Review (Optional).** The CPS HR Project Team will review each classification's core functions. CPS HR will prepare a questionnaire as part of the data collection effort to gather information about the physical demands and working conditions. In addition, the CPS HR Project Team will capture data through the PDQs about core functions.

**Task 1.10 – Analyze Classification Data.** The Project Team will analyze all information collected from the incumbents and their supervisor/manager, and any job evaluation interviews to identify the job level, scope, typical duties, requisite knowledge, skills, abilities, and other job-related characteristics of each position. This analysis will be used to develop recommendations regarding classification concepts and a classification structure that aligns with current business needs, and to evaluate the proper classification allocation for study employees.

Classification concepts serve as the foundation for a classification plan by identifying the nature and level of jobs, with clear definitions of the differences between them. Classification concepts will also provide the framework for the consolidation of existing classifications, the elimination of classifications and/or the creation of new classifications where appropriate, and the revision and development of classification



specifications to ensure they properly identify scope and level of authority relative to other classifications and to ensure that there is consistent titling within the classification plan.

- Classification concepts include:
  - Definition of classification levels, such as entry, journey, advanced journey, and supervisory
  - Definition of nature of work such as clerical, technical, professional, supervisory, and management
  - Titling protocols and standards within the classification structure
  - Flexible staffing, where applicable
  - The use and application of common classification allocation factors such as decision-making, scope and complexity, contact with others, supervision received and exercised, and knowledge, skills, and abilities
- Classification Structure – Development of a recommended classification structure for the Court, with a crosswalk of any changes from the current structure
- Placement of individual positions into the recommended classification structure, if service selected.

**Task 1.11 – Prepare, Submit, and Present Draft Classification Report.** The Project Team will prepare a Draft Classification Report which will include the methodology, findings, and recommended changes to the classification structure and allocation recommendations. CPS HR will facilitate a meeting with the County to discuss the classification findings.

**Task 1.12 – Revise Classification Specifications.** Once the County has approved the classification study findings, the classification specifications will be revised/created accordingly. The format for classification specification revisions will be submitted to the County for approval. Our methodology for this task will result in:

- Accurately identifying the specific essential duties and responsibilities; required knowledge, skills, and abilities; minimum education and experience requirements; and minimum special qualifications for each position in the study.
- Reviewing, revising, editing, and developing written classification specifications for each study classification that clearly specify and describe a general statement of duties; any distinguishing features of the class; essential duties, knowledge, skills, and abilities; acceptable minimum education and experience; and required special training and certifications.
- Describing the typical physical requirements for the classification, if service selected.

**Task 1.13 – Incumbent Allocation and Appeals Process (Optional).** Following the acceptance of the updated classification structure and allocation recommendations made in the draft report, as well as revised job descriptions, CPS HR will notify incumbents of the study results as it applies to their direct classification and position. CPS HR will prepare an individual memo notifying each incumbent of the recommendation made for his/her classification, or in some cases, position, and attach the applicable revised, or newly created, job description and a response form. Similar to the PDQ process, incumbents

will be able to provide feedback on their allocation and/or job description. CPS HR will receive questions, requests for revisions to job descriptions, and challenges to allocations and respond to each individually. Note, the Appeals process may delay the finalization of the Classification Report and job descriptions.

**Task 1.14 – Prepare, Submit, and Present Final Classification Report.** CPS HR’s reporting will include a discussion of our methodology and a narrative summary to support our recommendations in the Draft Classification Report submitted to the County for feedback. CPS HR will research any comments and issues raised during the review of the Draft Classification Report. Once these have been resolved, CPS HR will prepare and present the Final Classification Report. The County will be responsible for approving and implementing classification specification content changes through their standard process, including any necessary notifications to employees, employee representatives, or their Department of Human Resources.

### **Compensation Study Work Plan**

The compensation work plan outlined in this section is intended to define all tasks within a comprehensive compensation study from labor market selection to final reports, and the types of deliverables associated with the task.

**Task 2.1 – Review the County’s Background Materials.** Upon contract execution, CPS HR will request background information from the County to ensure our Project Manager and the CPS HR Project Team is prepared for initial meetings.

- Compensation philosophy and strategy
- Salary schedules
- Organization Charts depicting organizational structure and reporting relationships
- Classification Specifications
- Benefits summaries, as applicable
- Budget Information
- Memorandums of Understanding (MOUs)
- Compensation policies and procedures
- Past classification/compensation studies
- Other documents relevant to the study

The CPS HR Project Manager will coordinate activities through and report to the County’s Internal Project Manager and other designated key stakeholders.

**Task 2.2 – Initial Project Meeting/Labor Market Agency and Benchmark Selection Discussions.** The CPS HR Project Manager will meet with the County’s Internal Project Manager and any other designated stakeholders to discuss the study methodologies, deliverables, timelines, communication, and data collection methods. The CPS HR Project Manager will determine the County’s compensation philosophy in this meeting to obtain direction and consensus. Additionally, the CPS HR Project Manager will be available to conduct a workshop with these key stakeholders to discuss the following elements of compensation policy if so desired:

- Labor Market Agency Selection - This section of the workshop focuses on the typical labor market



selection criteria and the process by which CPS HR will evaluate and prepare recommendations for the County's labor market agencies; such selection criteria typically includes: (i) Geographic Proximity, (ii) Services provided, (iii) Past labor market agency practices, (iv) Cost of Living/Cost of Wages, and (v) Size of the organization (measures may include number of employees or population)

■ Additional workshop topics are

- Labor market position (i.e., median, mean, or other percentile)
- Benchmark classifications to be selected based on the following criteria:
  - They should be classifications for which counterparts can readily be found in surveyed employers so that sufficient compensation data can be gathered. Classifications which have a large number of comparables from other agencies are generally selected as benchmark classifications.
  - Benchmark classifications should have significant relationships to other classifications in their occupational group. This ensures that they will make good reference points in relating and establishing salaries for other classifications within their occupational groups.
- Elements of total compensation to be surveyed, if selected

Using the selection criteria established in the initial project meetings, the CPS HR Project Team will conduct research on potential labor market agencies and will provide the County with recommendations concerning the survey agencies and benchmark classifications to be used in the study.

**Task 2.3 – Design, Develop, and Distribute the Survey Instrument.** The CPS HR Project Team will develop a comprehensive survey instrument to ensure the effective collection of compensation data from each of the survey agencies.

For a *base salary* study, the survey instrument will include a brief description of each of the survey classifications with a request for the minimum and maximum monthly salary for each. Salaries are retrieved from published salary schedules effective on an agreed upon date.

For a *total compensation* study, the following elements of total compensation are added to the base salary survey: (i) Cash add-ons premium pays such as longevity pay and deferred compensation; (ii) Agency contribution to medical, dental, and vision programs; (iii) Agency contributions to defined-benefit retirement programs and Social Security practices; and (iv) Paid time off practices such as Holiday leave, vacation and sick leave, and administrative leave. Additional benefits and/or policies can be collected as agreed upon.

**Task 2.4 – Review, Analyze, and Validate Labor Market Survey Data.** CPS HR begins labor market data collection by researching available information online to make preliminary classification matches and

obtain benefits data. The CPS HR Project Team will reach out to labor market agencies to confirm and/or complete survey data after completing as much pre-work as possible. We find that this initial collection effort results in greater participation from the labor market agencies. Once CPS HR has completed their survey analysis tasks, the CPS HR Project Manager will audit the final data as part of our quality review process.

Classification matching includes reviewing agency background materials such as copies of classification specifications, organization charts, staffing information, and other useful materials to substantiate the accuracy of the comparability of the matches. It is critical that the CPS HR Project Team review such documents since titles alone can often be misleading and should not be relied upon. Further, CPS HR is committed to attaining full participation from the labor market agencies, either through obtaining each agency's agreement to complete the survey, and/or by the CPS HR Project Team's completion of surveys as needed. Once the survey analysis tasks are completed, the CPS HR Project Manager will audit the final data as part of our quality review process.

To determine whether a match from a labor market agency is comparable to the County's benchmark, CPS HR utilizes a whole job analysis methodology; this commonly used methodology analyzes the job as a whole, rather than by individual factors, by evaluating the core duties and responsibilities, the nature and level of work performed, and the minimum qualifications to determine whether the classification is comparable enough to be utilized as a match. The methodology recognizes slight differences in duties assigned to matches from other labor market agencies which do not impact the type, nature, and level of work performed.

Matches should not be so broad that they include classifications performing dissimilar work, or work done at a higher or lower level, but they also should not be so narrow that they exclude matches doing comparable work, with slight differences in work that do not change the level and nature of work.

**Task 2.5 – Design and Develop Data Spreadsheets.** CPS HR will develop an individual data sheet for each survey classification that presents the comparable classification used in each agency with the relevant data associated with that classification, such as the position ranking within the labor market and salary range minimum and maximum.

The labor market data analyses will be conducted based upon the labor market position affirmed within the County's compensation philosophy (e.g., median, mean, or other percentile). Each comparable match for each survey classification is reported in the relevant data sheet for full disclosure and review by others. We find this level of transparency in matching provides for a better understanding and acceptance of study results.

**Task 2.6 – Conduct Benefits Analysis, as applicable.** The benefit data submitted from the labor market agencies will be analyzed quantitatively and qualitatively. incorporated into the base salary data sheets to provide a total compensation analysis.

In the quantitative analysis, specific benefits will be incorporated into the base salary data sheets to provide a total compensation analysis. This analysis of program costs will provide the County with an



understanding of how the study classes compare against their market when the costs of benefits programs are taken into consideration. Within these data sheets, four different analyses can be conducted based on how our clients wish to view the data:

- a) An analysis of the survey classification's position within the labor market for base salary
- b) An analysis of the survey classification's position within the labor market when the cost of cash add-ons is taken into consideration (total cash)
- c) An analysis of the survey classification's position within the labor market when the cost of cash add-ons and health programs are taken into consideration
- d) An analysis of the survey classification's position within the labor market when the cost of cash add-ons, health program costs, and retirement contributions are taken into consideration (total compensation)

The qualitative analysis will include a write-up of the general trends of benefits offered across the agencies as well as summary tables showing the practices of each agency.

**Task 2.7 – Conduct Internal Equity Analysis/Prepare Draft Salary Recommendations.** A comprehensive and balanced pay program is the result of the analysis of external labor market data, combined with an analysis of important internal relationships that reflect the County's value system of jobs. With the whole job methodology, the internal pay relationship analysis for non-benchmark classifications will involve a number of steps in order to arrive at sound and equitable relationships. Among others, the most important of these will include:

- Analysis of existing and historical pay relationships;
- Analysis of base compensation within the organizational hierarchy to establish consistent classification and job series pay parameters within departments and laterally agency-wide;
- Development of consistent, uniform, and realistic guidelines for determining internal relationships including span of control, nature and level of work performed and related components; and
- Recommendation of equitable and appropriate internal relationship differentials based on the above.

Provided is the methodology CPS HR utilizes for establishing salary levels for benchmark and non-benchmark classifications in our compensation studies. This methodology would be applied to all of the County's study classifications.

- a) Conduct a comprehensive understanding of the County's approach to identify the benchmark classifications to be used in the salary setting process.
- b) Establish salary recommendations for these benchmark classifications by setting the salary level based on the market data.

- c) Conduct a comprehensive review of the County's current internal alignment differentials to determine what their practices are, and if they should be adjusted.
- d) Apply recommended internal differentials within job families to build the salary recommendations for classifications which have significant relationships to each other because they are in the same job series or family.
- e) Determine what classifications remain that are not benchmark classifications, or classes that minimal comparable data was available for, and are also not part of a job series or family. These classifications are then reviewed to determine which classifications are the subject classifications currently internally aligned with and whether that relationship should be changed. Evaluation factors include the nature and level of work performed, as well as the minimum qualifications.

The salary recommendations for each study classification will display the following information:

- Classification title
- Current monthly range maximum
- Recommended monthly range maximum
- The percentage difference and/or dollar amount difference between the current and recommended monthly range maximum

**Task 2.8 – Prepare and Present Draft Compensation Report.** The CPS HR Project Team will develop a Draft Compensation Report detailing the results of the labor market survey and a suggested implementation plan to address salary range changes. This draft report will comprise the following:

- Scope of the study
- Labor market agencies, including the comparable characteristics (e.g., size, scope of services, number of employees, etc.)
- Study benchmarks, including methodology utilized to identify benchmarks
- Labor market data analysis/methodologies
- Results of the base salary survey
- Results of the benefits analyses, as applicable
- Results of the total compensation analysis, as applicable
- Salary recommendations for all classifications

The CPS HR Project Manager will meet with the County's Internal Project Manager and any designated key stakeholders to discuss the Draft Compensation Report and to respond to any questions, comments, or concerns on the report.

**Task 2.9 – Research and Resolve Issues/Prepare and Present the Final Compensation Report.** Based upon the County’s review of the Draft Compensation Report, the CPS HR Project Team will follow-up and resolve any outstanding compensation issues. CPS HR will present the findings to designated key stakeholders and respond to any questions about the outcome of the study or the methodology.

[END of EXHIBIT A]



## **EXHIBIT B**

### **PAYMENT TERMS**

A. CONTRACTOR will assess individual study requests and provide a fixed fee total based on the different factors in each study. Individual project billing occurs on a milestone, fixed fee basis throughout each individual project.

B. CONTRACTOR will send invoices at each milestone to:

COUNTY OF MENDOCINO  
Human Resources  
501 Low Gap Road, Room 1326  
Ukiah, CA 95482  
Attn: Juanie Cranmer

C. Factors affecting pricing, as outlined in CONTRACTOR's proposal, include:

## Factors Affecting Pricing

Factors which affect our pricing follow. Please note that some of these steps may not be needed depending on the scope of work being requested.

General Task	Influencing Factors
<b>Classification Studies</b>	
Task 1.1 – Receive and Review Background Material	Task can vary in time based on study scope/size, nature of the request (e.g., standard review v. reclassification request), and similarity to previous studies.
Task 1.2 – Initial Project Meeting	For some studies, this may be a minimal amount of time, and for others, it may take need additional time.
Task 1.3 – Develop Job Evaluation Tools	Should the client accept a single PDQ format, this task would not be repeated for each individual study.
Task 1.4 – Conduct Orientation Session(s)	CPS HR identifies the number of sessions and time within the budget.
Task 1.5 – PDQ Creation, Tracking, and Inventory	This step generally does not require a significant amount of time until there is a larger incumbent count.
Task 1.6 – Receive PDQs and Implement Supervisor Review / Review PDQs /Prepare for Job Evaluation Interviews	Dependent on the number of incumbents. We allocate about 60 minutes per PDQ review. PDQs are completed online by incumbents along with the supervisory review and approval process.
Task 1.7 – Conduct Job Evaluation Interviews	We allocate 60 minutes for incumbent interviews, focus groups, and supervisor interviews.
Task 1.8 – FLSA Analysis (Optional)	Can be priced within the study or as a separate line item/add-on. The flat fee charge is \$250/classification.
Task 1.9 – Physical Requirements Review (Optional)	Can be priced within the study or as a separate line item/add-on. The flat fee charge is \$160/classification.
Task 1.10 – Analyze Classification Data	Dependent on number of classifications and incumbents.
Task 1.11 – Prepare, Submit, and Present Draft Classification Report	Presentation typically estimated at 2 hours.

*County of Mendocino*  
*Proposal for Ongoing Classification and Compensation Services*

<b>General Task</b>	<b>Influencing Factors</b>
Task 1.12 – Revise Classification Specifications	Dependent on number of classifications.
Task 1.13 – Incumbent Allocation and Appeals Process (Optional)	Dependent on election and nature of study, not all studies necessitate an official appeals process. Can be a separate line-item or budgeted into the study.
Task 1.14 – Prepare, Submit, and Present Final Classification Report	Presentation typically estimated at 1.5 hours.
<b>Compensation Studies</b>	
Task 2.1 – Receive and Review Background Materials	Task can vary in time based on study scope/size, nature of the request, and similarity to previous studies.
Task 2.2 – Initial Project Meeting/Labor Market Agency and Benchmark Selection	Discussions regarding the scope of a compensation project would be influenced by whether the County already has a pre-existing labor market and pay philosophy. For smaller studies which are following a classification study, these discussions may occur during the Classification study kick-off. Base salary and total compensation will differ; total compensation budgets may vary based on benefits requested to be collected.
Task 2.3 – Design, Develop and Distribute the Survey Instrument	Dependent upon number of benchmarked classifications and benefits to be collected, if any.
Task 2.4 – Review, Analyze and Validate Labor Market Survey Data	Dependent upon number of labor market agencies, benchmarks, and benefits to be collected. If the County regularly uses the same agencies, this factor becomes lesser.
Task 2.5 – Design and Develop Data Spreadsheets	This step generally does not require a significant amount of time until there is a larger benchmark classification and labor market agency count.
Task 2.6 – Conduct Benefits Analysis	Dependent on whether study is base salary or total compensation, number of benchmarks, and number of labor markets.
Task 2.7 – Conduct Internal Equity Analysis/ Prepare Draft Salary Recommendations	Dependent on number of classifications and specific requests.
Task 2.8 – Prepare and Present Draft Compensation Report	Presentation typically estimated at 2 hours.



General Task	Influencing Factors
Task 2.9 – Research and Resolve Issues/Prepare and Present the Final Compensation Report	Presentation typically estimated at 1.5 hours.

### **Estimated Pricing Examples<sup>1</sup>**

- Single incumbent reclassification request - \$600 to \$1,500
- Multiple incumbent reclassification request - \$800 to \$2,000
- New classification development - \$1,500
- New salary recommendation - \$900 to \$1,600
- Salary survey - \$2,000 - \$5,000

[END of EXHIBIT B]

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<sup>1</sup> These totals are estimates and are meant for illustrative purposes only.

## **EXHIBIT C**

### **INSURANCE REQUIREMENTS**

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve CONTRACTOR for liability in excess of such coverage, nor shall it preclude COUNTY from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law. Insurance requirements shall be in addition to, and not in lieu of, CONTRACTOR's indemnity obligations under Paragraph 2 of this Agreement.

CONTRACTOR shall obtain and maintain insurance coverage as follows:

- a. Combined single limit bodily injury liability and property damage liability - \$1,000,000 each occurrence.
- b. Vehicle / Bodily Injury combined single limit vehicle bodily injury and property damage liability - \$500,000 each occurrence.

CONTRACTOR shall furnish to COUNTY certificates of insurance evidencing the minimum levels described above.

[END OF INSURANCE REQUIREMENTS]

## EXHIBIT D

### MENDOCINO COUNTY EPAYABLES INFORMATION

The County of Mendocino is currently making credit card payments to all of our vendors and suppliers who qualify. To qualify, vendors need to currently accept credit card payments. To achieve this more efficient form of payment, the County has partnered with Bank of America and their ePayables credit card program. This electronic initiative will yield many benefits to its participants:

- Expedited receipt of cash – electronic credit card payments provide cash flow benefits by eliminating mail and paper check float
- Elimination of check processing costs
- Remittance data transmitted with payment for more efficient back-end reconciliation
- No collection costs associated with lost or misplaced checks
- Reduced exposure to check fraud
- More efficient handling of exception items
- Fits with existing accounting software – requires no purchase of software, no modifications to existing accounts receivable system and no change to bank accounts.
- Going green with paperless electronic credit card payments help conserve the environment by eliminating printing and mailing of paper checks.

For information regarding the payment process, please contact Margaret Yates [yatesm@mendocinocounty.org](mailto:yatesm@mendocinocounty.org) or 707-234-6869.

Additional information regarding the Bank of America Program is also available at:

[http://corp.bankofamerica.com/business/ci/landing/epayables-vendors?cm\\_mmc=sb-general\\_-vanity\\_-sg01vn000r\\_epayablesvendors\\_-na](http://corp.bankofamerica.com/business/ci/landing/epayables-vendors?cm_mmc=sb-general_-vanity_-sg01vn000r_epayablesvendors_-na)



### Work Request Response

The County will provide the form below to CPS HR to initiate each project request. CPS HR will then provide a cost proposal to the County covering the requested work and will begin work within two to three weeks of Notice to Proceed.

<b>Date:</b>			
<b>Study Title:</b>			
<b>County Primary Point of Contact Name, Phone Number, and E-mail Address:</b>			
<b>Scope:</b>	<input type="checkbox"/> Desk Audit <input type="checkbox"/> Class Review <input type="checkbox"/> Full Classification Study <input type="checkbox"/> FLSA Analysis <input type="checkbox"/> Physical Requirements Review <input type="checkbox"/> Orientation Needed <input type="checkbox"/> Class Specification Update Needed <input type="checkbox"/> Other	# Classes:	
		# Incumbents:	
		# of Supervisors:	
		# of Labor Market Agencies and # of Benchmarks:	
		<input type="checkbox"/> Base Salary <input type="checkbox"/> Total Compensation <input type="checkbox"/> Salary Recommendations Needed	
<b>Description:</b>			
<b>Timeline Considerations:</b>			
<b>Other Details:</b>			