

**CITY OF FORT BRAGG
PROFESSIONAL SERVICES AGREEMENT
WITH
REGIONAL GOVERNMENT SERVICES**

THIS AGREEMENT is made and entered into this ___ day of November, 2021 (“Effective Date”), by and between the CITY OF FORT BRAGG, a municipal corporation, 416 N. Franklin Street, Fort Bragg, California 95437 (“City”), and REGIONAL GOVERNMENT SERVICES, a California Joint Powers Authority, PO Box 1350, Carmel Valley, CA 93924 (“Consultant”).

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to perform a citywide classification and compensation study, as more fully described herein; and

B. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit “A” (the “Project”) and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

C. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

D. WHEREAS, the legislative body of the City on November 22, 2021 by Resolution No. [REDACTED] authorized execution of this Agreement on behalf of the City in accordance with Chapter 3.20 of the City Municipal Code and/or other applicable law;

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Work. Consultant shall provide the professional services described in the Consultant’s Proposal (“Proposal”), attached hereto as **Exhibit A** and incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant’s performance of this Agreement. Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. City officers and employees shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City as hereinafter specified. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its

discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement. To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender, sexual orientation, or disability except as permitted pursuant to Section 12940 of the Government Code. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

Consultant shall, in all solicitations and advertisements for employees placed by, or on behalf of Consultant, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender, sexual orientation, or disability. Consultant shall cause the paragraphs contained in this Section to be inserted in all subcontracts for any work covered by the Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense. All insurance requirements contained in this Agreement are independently applicable to any and all subcontractors that Consultant may engage during the term of this

Agreement.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant's total compensation shall not exceed **Thirty-four Thousand Nine Hundred Dollars (\$34,900.00)**.

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of work specified in the Consultant's Proposal or which is inconsistent with or in violation of the provisions of this Agreement unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable. Should the City request in writing additional services that increase the hereinabove described "Scope of Work," an additional fee based upon the Consultant's standard hourly rates shall be paid to the Consultant for such additional services. The City Manager may approve contract change orders not exceeding a total of 10% of the approved contract or up to the contingency amount whichever amount is less for any one project.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but not more often than monthly. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the date of final payment.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the issuance of Notice to Proceed. Said services shall be performed in strict compliance with the schedule set forth in the Scope of Work attached hereto as **Exhibit A**. Consultant will complete the services in accordance with this Agreement by **June 30, 2022**. The Time of Completion may only be modified by a written amendment of the Agreement signed by both the City and the Consultant and in accordance with its terms.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of

performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party. If a delay beyond the control of the Consultant is encountered, a time extension may be mutually agreed upon in writing by the City and the Consultant. The Consultant shall present documentation satisfactory to the City to substantiate any request for a time extension.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and expire on **September 30, 2022** unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, and City or Consultant may terminate the Agreement by providing at least ten (10) days prior written notice to the other. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City. If the City suspends, terminates or abandons a portion of this Agreement, such suspension, termination or abandonment shall not make void or invalidate the remainder of this Agreement.

If the Consultant defaults in the performance of any of the terms or conditions of this Agreement, it shall have ten (10) days after service upon it of written notice of such default in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

The City shall have the right, notwithstanding any other provisions of this Agreement, to terminate this Agreement, at its option and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement, immediately upon service of written notice of termination on the Consultant, if the latter should:

- a. Be adjudged a bankrupt;
- b. Become insolvent or have a receiver of its assets or property appointed because of insolvency;
- c. Make a general assignment for the benefit of creditors;
- d. Default in the performance of any obligation or payment of any indebtedness under this Agreement;
- e. Suffer any judgment against it to remain unsatisfied or unbonded of record for thirty (30) days or longer; or
- f. Institute or suffer to be instituted any procedures for reorganization or rearrangement of its affairs.

4.3. Compensation. In the event of termination, City shall pay Consultant for

reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination within thirty-five (35) days after service of the notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant. City shall not be liable for any claim of lost profits.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages. City acknowledges that as a public agency Consultant can, pursuant to California Government Code Section 990, satisfy the insurance requirements set forth herein with a combination of self-insurance and self-insured pool insurance.

- (a) Broad-form commercial general liability, in a form at least as broad as ISO form #CG 20 01 04 13, including premises-operations, products/ completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) aggregate, combined single limits. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit. If Consultant maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the high limits maintained by the Consultant.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, each incident for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California and Employers Liability Insurance with a minimum limit of \$1,000,000 per accident for any employee or employees of Consultant. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officials, officers, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

Before execution of this Agreement by the City, the Consultant shall file with the City Clerk the following signed certification:

I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability of Workers' Compensation or to undertake self-insurance before commencing any of the work.

The Consultant shall also comply with Section 3800 of the Labor Code by securing, paying for and maintaining in full force and effect for the duration of this Agreement, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to the City Clerk before execution of this Agreement by the City. The City, its officers and employees shall not be responsible for any claims in law or equity occasioned by failure of the consultant to comply with this section.

- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than Two Million Dollars (\$2,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

Neither the City nor any of its elected or appointed officials, officers, agents, employees, or volunteers makes any representation that the types of insurance and the limits specified to be carried by Consultant under this Agreement are adequate to protect Consultant. If Consultant believes that any such insurance coverage is insufficient, Consultant shall provide, at its own expense, such additional insurance as Consultant deems adequate.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Fort Bragg and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance. Should Consultant fail to immediately procure other insurance, as specified, to substitute for any canceled policy, the City may procure such insurance at Consultant's sole cost and expense."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Fort Bragg, its officers, officials, agents,

employees, and volunteers. Any other insurance maintained by the City of Fort Bragg shall be excess and not contributing with the insurance provided by this policy."

- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Fort Bragg, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self-Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be disclosed in advance to City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance and endorsements shall be attached hereto as **Exhibit B** and incorporated herein by this reference.

5.5. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. The Project Manager designated to work directly with Consultant in the performance of this Agreement will be Tabatha Miller, City Manager. It shall be the Consultant's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Consultant shall refer any decision, which must be made by City, to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager.

Consultant designates Patty Howard, HR Lead Advisor, as its Project Manager, who shall represent it and be its agent in all consultations with City during the term of this Agreement and who shall not be changed by Consultant without the express written approval by the City. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or if mailed, shall be addressed as set forth below and placed in a sealed envelope, postage prepaid, and deposited in the United States Postal Service. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 72 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:
Patty Howard
Regional Government Services
PO Box 1350
Carmel Valley, CA 93924
Tel: 640-587-7300 ext 94

IF TO CITY:
City Clerk
City of Fort Bragg
416 N. Franklin St.
Fort Bragg, CA 95437
Tel: 707-961-2823
Fax: 707-961-2802

6.5. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.6. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Mendocino County, California. Consultant agrees to submit to the personal jurisdiction of such court in the event of such action.

6.7. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.8. Indemnification and Hold Harmless. If Consultant is not a design professional performing "design professional" services under this Agreement, as that term is defined in Civil Code Section 2782.8, Consultant agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the City, its elected and appointed officials, officers, agents and employees to the extent arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for

hereunder shall apply whenever, to the extent any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.9. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.10. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.11. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, preliminary notes, working documents, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of

performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City, but shall be made available to the City within ten (10) days of request or within ten (10) days of termination. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, preliminary notes and working documents, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City. Consultant or Consultant's agents shall execute such documents as may be necessary from time to time to confirm City's ownership of the copyright in such documents.

6.13. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.14. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.15. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.16. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.17. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be

deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, the conflict shall be resolved by giving precedence in the following order, if applicable: This Agreement, the City's Request for Proposals, the Consultant's Proposal.

6.18. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.19. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.20. Headings. Paragraph and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.21. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.22. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.23. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.24. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.26. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY

CONSULTANT

By: _____
Tabatha Miller
Its: City Manager

By: _____
Patty Howard
Its: HR Lead Advisor

ATTEST:

By: _____
June Lemos, CMC
City Clerk

APPROVED AS TO FORM:

By: _____
Keith F. Collins
City Attorney

REGIONAL GOVERNMENT SERVICES

CLASSIFICATION AND COMPENSATION PROPOSAL

STUDY DESIGN APPROACH AND WORK PLAN

RGS will take the following steps to complete the classification and compensation studies. The RGS Lead Advisor and Project Advisors will be available for phone and e-mail consultation and video conference/phone meetings throughout the project.

REQUEST AND REVIEW KEY ORGANIZATIONAL BACKGROUND MATERIAL

Once the contract is executed, RGS will request and review key background material and documents from the City to understand the City's current classification and compensation plans, organizational structure, policies, procedures, challenges, and practices related to classification and compensation systems and administration. Typical materials requested include:

- Organizational Charts.
- Existing classification specifications.
- Current salary schedules.
- Previous related classification and compensations studies, both external and internal.
- Budget documents and related business case arguments for classification-related programmatic or organizational improvement requests.
- Agreements for terms and conditions of employment, employee contracts.
- Applicable policies and procedures.
- An employee contact sheet identifying employee name, class title, current assignment (department-section-unit) supervisor, contact information for employee and supervisor (e-mail and phone), current assessment as exempt or non-exempt, any acting or temporary promotion assignments.
- Recruitment and turnover information showing challenges and impediments to hiring and any other documents relevant to the study.

VIRTUAL KICK-OFF MEETING WITH CITY MANAGEMENT

RGS will virtually meet with the City's point(s) of contact to explain the methodology, objectives, deliverables, and data collection methods to be used during the study. RGS will be available to help plan, facilitate, and participate in a communication plan or orientation meetings to communicate the study timeline, milestones, and process and answer questions about the study or the electronic survey tool. RGS will look to the City for assistance in scheduling employee orientation meetings to provide information regarding the study process and the electronic survey tool.

CLASSIFICATION AND COMPENSATION PROPOSAL

CLASSIFICATION STUDY

In order to determine the current state of the City's classification plan, RGS will analyze the standard allocation factors for the City's current job classification descriptions. These factors include:

- Authority and Autonomy in Decision Making.
- Scope and Complexity of the work.
- Types and Frequency of Contacts.
- Supervision Exercised and Received.
- Knowledge, Skills, and Ability required both at entry and learned after entry.
- Minimum Education and Experience required for successful performance.

RGS will utilize a whole-job analysis approach to compare jobs with one another on the basis of an overall evaluation of difficulty or performance. This approach takes into account the entire position, including those factors mentioned above, as well as the magnitude of work and the accountability for results. This method will help analyze and assess the relevance and hierarchical consistency of classifications within the whole class plan and in relation to the external market and internal equity.

During the study, RGS will conduct a job task analysis of each position, working with employees, managers, directors, and subject matter experts, as necessary, to acquire the information we will use in ensuring the proper classification of each position.

Position Description Questionnaires (PDQ)

Participant Orientation and Survey Tool Deployment

The project begins with virtual employee orientation meetings to introduce the PDQ, followed by the deployment of the PDQ survey tool. To collect incumbent job information, RGS will utilize a secure web-based survey tool for this study. RGS will distribute a link to the electronic PDQ using e-mail. These PDQs are designed to allow each employee to fully describe their positions' purpose, duties, and responsibilities in the easiest and quickest way possible. The PDQ survey tool will also capture other job-related information, including knowledge, skills, abilities, frequency, and nature of contacts, physical requirement, authority, autonomy of decision-making, consequences of error, environmental working conditions, education, and supervisory and managerial responsibilities.

After the orientation, employees are provided written instructions and a link to the PDQ. Employees may save and exit for later return while completing the survey and print a PDF of their completed survey. Supervisors receive an e-mail link to review, comment, and electronically sign completed surveys.

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For classifications that remain in the classification plan, but there are no incumbents at the time of the study, the classification's supervisor will be asked to complete the PDQ.

During the survey process, RGS professionals are available for remote support to employees and to answer questions related to the survey or to resolve technical difficulties with the survey tool.

Review Completed PDQs – Evaluate Job Classification Structure

RGS's advisors will review PDQ data collected, evaluating all classification factors of the position, the class series, the job family, and the internal relationships within the classification plan. RGS advisors will review the structure of each classification and the placement, levels, and parity of classifications within and across the City's classification plan.

Conduct Data Clarification Interviews

Based on a thorough review of all employees' PDQ surveys, RGS advisors will conduct individual or group interviews to clarify and secure additional information. For classifications in which there is no incumbent, the classification's supervisor will be interviewed. Interviews may be conducted via telephone, video conference, or onsite as appropriate. Fully experienced RGS Advisors will conduct employee interviews.

Develop Classification Recommendations

RGS will review, compile, and analyze all information collected through job analysis, the PDQ survey tool, participant interviews, and organizational materials obtained from the City. Using this information, RGS will develop recommendations for the City's classification plan, including the reclassification, update, creation, and, where warranted, the elimination of classifications. RGS will also recommend suitable classification for each employee. Lastly, RGS will recommend implementation and maintenance strategies to ensure the plan and descriptions align with current business and operational needs.

Job Classification Descriptions

RGS will prepare draft classification descriptions for one (1) classification series as determined by the City. These descriptions will be finalized based upon the City's edits. Each classification will accurately reflect the following information:

- Job Title
- General description and purpose of classification
- Supervision exercised and received
- Distinguishing characteristics in relation to other classifications performing similar work within the same job family or across the class plan
- An illustrative list of essential duty statements in order of importance

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- Knowledge, Skills, Abilities, and other attributes necessary to perform the essential duties
- Minimum qualifications required at entry to successfully perform the essential functions, including education, experience, training, certifications, licenses, etc.
- A statement of the physicality necessary to effectively perform the essential duties
- Appropriate FLSA designation, if requested by the City.

In addition, RGS will provide class hierarchy templates (i.e., Director, Manager, Supervisor, Advanced Journey, Journey, Entry) to facilitate the City's staff updating the remainder of the classification plan.

COMPENSATION STUDY

Establishment of Compensation Study Components

The total compensation study will begin with the establishment of the compensation study elements. These include the list of comparable agencies to be surveyed, the various benefit components, and the benchmark classifications that will be included in the study.

Comparable Agencies

The list could potentially include agencies utilized in any previous studies. It will be beneficial to review any such lists and consider other agencies using the following factors:

- Organizational Type and Services Provided: Entities on the list will be reviewed as to the type of organization, types of services provided, and how closely they align with the District.
- Population Served, Demographics: This will provide insight into the level and types of services required and the staffing levels and funding needed to provide those services.
- Agencies Employing Citizens and the Labor Market Climate: RGS will review this in combination with the information gained above to obtain an indication of applicant pools, the proximity of applicants to potential employers, and the likelihood of attracting sufficient qualified applicants from within the immediate market.
- Personnel, Operational, and Capital Plan Budgets: RGS will review the size of a potential comparator's budgets and current staffing allocations to gain insight into the available resources to provide services.
- Cost of Living: This factor, which includes the cost of housing, goods, and services, helps further analyze the available labor market, such as mean housing prices and median household incomes.

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Compensation Components

The compensation components utilized in the study should assist the City in determining the total cost of the classifications within the agency and be those that affect the agency's ability to attract and retain qualified individuals. RGS would recommend the City consider using the following compensation components for the total compensation study. Base rate of hourly pay

- Contributions by BOTH employee and employer to the following programs:
 - Pension system
 - Health insurance premium, family coverage level
 - Dental insurance premium, family coverage level
 - Vision insurance premium, family coverage level
- Vacation leave
- Sick Leave
- Holiday Leave (including floating holidays)
- Management/Administrative leave
- Longevity pay
- Certification pay
- Education incentive

Using the comparison agencies and the compensation elements listed above, RGS will identify comparable classifications within each agency and collect and compile the compensation data. Comparable classifications will be identified on a “whole job” basis, taking duties, reporting structure, and requirements into consideration, not by title alone.

Benchmark Classifications

Utilizing the outcome of the classification study, RGS will recommend the benchmark classifications to be included in the compensation study.

Compensation Study Process

Collection of Data

Using the comparison agencies and the compensation components identified, RGS will identify comparable classifications within each agency and collect and compile the compensation data. Comparable classifications will be identified on a “whole job” basis, taking duties, reporting structure, and requirements into consideration, and not by title alone.

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Recommend Placement of Classifications within the Salary Schedule

Based on the following classification factors, RGS will recommend the internal alignment of benchmark and non-benchmark classifications.

- Data collected during the compensation study
- Authority and Autonomy in Decision Making
- Scope and Complexity of the work
- Types and Frequency of Contacts
- Supervision Exercised and Received
- Knowledge, Skills, and Ability required both at entry and learned after entry
- Minimum Education and Experience required for successful performance

Calculation of the Cost for Implementing the Compensation Study

RGS will calculate the cost of implementations of the compensation study. We will also recommend strategies for the placement of classifications that fall below the recommended minimum salary ranges and for a staggered implementation plan if required.

CLASSIFICATION AND COMPENSATION STUDY REPORT

RGS will compile and incorporate information gathered in the collaborative review process and finalize the report. The final report will include, at a minimum, the following:

- Executive Summary – including process followed and methodology used.
- Classification Study
 - Findings related to job titles, job PDQs, and employee interviews.
 - Recommendations for the modification of the classification plan that reflect the needs of the City, identify where there is a disparity in duties performed and the classification specification, and insight into areas of note related to span of control, reporting relationships, and career ladders.
 - Recommendations for job titles or classes that are obsolete or might benefit from the modernization of title and nomenclature, new classes and titles, and position reclassifications.
 - Strategies for the implementation and maintenance of the classification plan along with tools.
- Compensation Study
 - A list of comparison agencies surveyed as part of the compensation study.
 - A list of classifications surveyed.

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- Statistics for each benchmark classification’s base rate of pay identifying the percentage above or below the median of market comparators
- Statistics for each classification’s total compensation identifying the percentage above or below the median of market comparators
- The average base rate of pay of comparable agencies will be compared to the internal alignment recommended base rate of pay
- The average total compensation of comparable agencies and internal alignment recommendation will be compared.
- Assessment of benefits
- Complete compensation survey data
- Strategies for implementing the study recommendations, including the cost of implementation.

BUDGET AND SCHEDULE OF CHARGES

At RGS, we bill only actual hours attributable to the project at the rate of the actual Advisor or technician. Work will commence upon notification by the City of the project award. Work is performed as agreed and subsequently billed each month based on hours actually worked. RGS Advisors are skilled at prioritizing projects and working within the budget of partner agencies. Mileage, if applicable, will be calculated/invoiced using the current IRS rate.

In calculating the costs for the project, RGS has considered the most efficient and cost-effective methods while continuously utilizing Human Resources’ best practices. The total project for the classification and compensation studies would **not exceed \$34,900**. Estimated project costs include:

Classification and Compensation Study Phases	Estimated Cost
1. Review the City’s documents and meetings with staff.	\$2,300
2. Class Study – Design PDQ, interview employees, analyze data, recommend internal alignment, prepare job descriptions for one complete class series, create template job descriptions.	\$17,200
3. Compensation Study – Establish comparable agency list, benefit components, benchmark classifications. Collect and compile data, creation of salary schedule, cost analysis of recommended classification placement.	\$9,800
4. Prepare compensation data worksheets and classification and compensation study report.	\$4,100
5. Presentations of findings and recommendations to Classification & Compensation Committee, City Council, and other designated groups.	\$1,500
TOTAL ESTIMATED COST NOT TO EXCEED:	\$34,900

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The hourly rate for work performed will be billed at the following hourly rates based on the Advisor(s) assigned to the project.

Title	Hourly Rate
Chief Operating Officer	\$135 to \$220
Deputy Chief Operating Officer	\$130 to \$195
Senior/Lead Advisor	\$125 to \$190
Advisor	\$115 to \$160
Project Advisor	\$105 to \$125
Project Coordinator	\$85 to \$120
Technical Specialist	\$75 to \$115

WORK SCHEDULE

The following is a tentative project timeline that may be modified with mutual agreement between the City and RGS. Staff availability and responsiveness will be critical in meeting the study timeline as presented. In addition, the success of the data collection process will be dependent on how forthcoming the comparator agencies are with the requested information. Meetings with the City's points of contact can be scheduled as required. Progress reports will be provided throughout the project. RGS strives to manage the timeline to ensure deadlines are met.

Please be advised that there are holidays during the proposed timeline, which have been taken into account. This timeline has not identified the timing for meet and confer processes the City may require. Based on the City Council's schedule, the following timeline includes a tentative start date during the first week of December 2021.

CLASSIFICATION AND COMPENSATION PROPOSAL

CLASSIFICATION STUDY	TENTATIVE DATES	RESPONSIBLE PARTY
1. Request and review the City's documents.	Week of December 6, 2021	City/RGS
2. Kick-Off Meeting with the City's points of contact to discuss the project.	Week of December 13, 2021	City/RGS
3. Orientation meeting with employees to provide information on study and directions about online PDQ.	Week of January 3 – January 10, 2022	City/RGS
4. Issue online PDQs to employees.	Week of January 17, 2022	RGS
5. Employee completed PDQs to Managers/Directors for review.	Week of January 31, 2022	City
6. Manager/Director review completed and all PDQs submitted to RGS for analysis.	Week of February 14, 2022	City
7. Status meeting regarding PDQ submittals	Week of February 14, 2022	City/RGS
8. Employees/Managers/Directors interviews.	Weeks of February 28-March 7, 2022	City/RGS
9. Analysis and development of recommendations.	Weeks of March 14 – March 21, 2022	City
10. Status meeting to discuss findings and draft recommendations for classification plan.	Week of March 28, 2022	City/RGS
11. Draft single class series job descriptions, templates reflecting the class hierarchy, and recommended benchmark class list for compensation study submitted to the City for review.	Week of April 4, 2022	City
12. City returns draft classification descriptions and benchmark class list to RGS with edits.	Week of April 11, 2021	City

As the accuracy of the compensation study depends on finding the correct classification matches from the comparable agencies to those of the City, the bulk of the compensation study cannot begin until the classification study has been completed. However, certain preliminary phases of the compensation study (i.e., review of compensation documents, establishing comparable agencies, and benefit components) will be conducted concurrently with the classification study to meet the overall project timeline.

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COMPENSATION STUDY	TENTATIVE DATES	RESPONSIBLE PARTY
1. Review of all City compensation-related documents.	Week of April 4, 2022	RGS
2. Begin collection of specific salary and benefits data for benchmark classes.	Week of April 18, 2022	RGS
3. Review and analysis of compensation survey data.	Weeks of April 25- May 9, 2022	RGS
4. Status meeting to discuss findings and draft recommendations for the compensation plan.	Week of May 9, 2022	City/RGS
5. Draft classification and compensation report to City for review.	Week of May 23, 2022	RGS
6. Feedback from City regarding the draft report.	Week of May 3, 2022, 2022	City
7. Final classification and compensation report to the City.	Week May 10, 2022	RGS
8. Presentations of study findings and recommendations, and classification and compensation plans.	TBD	RGS

The RGS team appreciates the opportunity to be of service to the City of Fort Bragg!

Exhibit B

CERTIFICATES OF INSURANCE AND ENDORSEMENTS