

**RENEWAL AGREEMENT & AMENDMENT #1
TO MASTER AGREEMENT
FOR PERSONNEL CONSULTING SERVICES
By and between
COUNTY OF MONTEREY
&
COOPERATIVE PERSONNEL SERVICES (CPS)**

This **RENEWAL AGREEMENT & AMENDMENT #1** is made to the **MASTER AGREEMENT** for the provision of **PERSONNEL CONSULTING SERVICES** by and **COOPERATIVE PERSONNEL SERVICES (CPS)**, hereinafter "**CONTRACTOR**", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "**County**".

WHEREAS, the **MASTER AGREEMENT** expired pursuant to its terms on June 30, 2013; and

WHEREAS, the County and **CONTRACTOR** agree to renew the **MASTER AGREEMENT** retroactive to July 1, 2013 and to extend the term of the Agreement for an additional six (6) months through and including December 31, 2013; and


NOW THEREFORE, the County and **CONTRACTOR** hereby agree to amend the **AGREEMENT** as follows:

1. The **AGREEMENT** is renewed retroactive to July 01, 2013, and all of its provisions shall be deemed to have been in effect continuously since that time.
2. Section 3.1, "The term shall commence July 1, 2008 through and including June 30, 2013.", is replaced with "**This Agreement shall be in full force and effect, commencing from July 15, 2008 through December 31, 2013.**".
3. Except as provided herein, all remaining terms, conditions and provisions of the **AGREEMENT** and previously executed **AMENDMENT 1** are unchanged and unaffected by this **AMENDMENT** and shall continue in full force and effect as set forth in the **AGREEMENT**.
4. A copy of the **AMENDMENT** shall be attached to the original **AGREEMENT** dated July 15, 2008.

MONTEREY COUNTY

CONTRACTOR

Contracts/Purchasing Officer

By: 

Signature of Chair, President, or
Vice-President

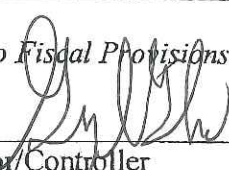
Dated: _____

Gerald Greenwell, CEO

Printed Name and Title

Approved as to Fiscal Provisions:

Dated: 6-25-13



Deputy Auditor/Controller

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

Dated: 6-26-13

Approved as to Liability Provisions:

Printed Name and Title

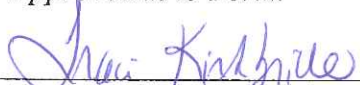
N/A

Risk Management

Dated: _____

Dated: _____

Approved as to Form:



Deputy County Counsel

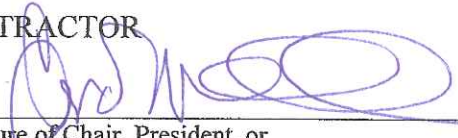
Dated: 6-26-13

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

MONTEREY COUNTY

CONTRACTOR

Contracts/Purchasing Officer

By: 

Signature of Chair, President, or
Vice-President

Dated: _____

Gerald Greenwell, CEO

Printed Name and Title

Approved as to Fiscal Provisions:

Dated: 6-25-13

Deputy Auditor/Controller

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

Dated: _____

Printed Name and Title

Approved as to Liability Provisions:

Risk Management

Dated: _____

Dated: _____

Approved as to Form:

Deputy County Counsel

Dated: _____

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

**Before the Board of Supervisors in and for the
County of Monterey, State of California**

Agreement No: A-11224

Approve and authorize the Contracts/Purchasing)
 Officer to sign an Agreement with CPS Human)
 Resource Services, for the provision of professional)
 personnel consulting services to the County of)
 Monterey on an as-needed basis, for the term of five)
 (5) years, from the date of July 1, 2008, through and)
 including June 30, 2013, in accordance with the terms)
 and conditions set within the Agreement. The)
 aggregate amount to be spent for all Agreements)
 issued under RFP #10040 is not to exceed \$500,000.)

Upon motion of Supervisor Calcagno, seconded by Supervisor Salinas, and carried by those members present, the Board hereby:

Approved and authorized the Contracts/Purchasing Officer to sign an Agreement with CPS Human Resource Services, for the provision of professional personnel consulting services to the County of Monterey on an as-needed basis, for the term of five (5) years, from the date of July 1, 2008, through and including June 30, 2013, in accordance with the terms and conditions set within the Agreement. The aggregate amount to be spent for all Agreements issued under RFP #10040 is not to exceed \$500,000.

PASSED AND ADOPTED this 8th day of July, 2008, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, Salinas, Mettee-McCutcheon, Potter
NOES: None
ABSENT: None

I, Annette D'Adamo, Interim Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 74 for the meeting on July 8, 2008.

Dated: July 9, 2008

Annette D'Adamo, Interim Clerk of the Board of Supervisors
 County of Monterey, State of California

By *Paul J. Salinas*
 Deputy

Before the Board of Supervisors in and for the
County of Monterey, State of California

Agreement No: A - 11212; A-11213; A-11214

Approve and authorize the Contracts/Purchasing Officer to sign)
agreements with Regional Government Services Authority,)
Renne Sloan Holtzman Sakai LLP, and William Avery &)
Associates, Inc., for the provision of professional personnel)
consulting services to the County of Monterey on an as-needed)
basis, for the term of five (5) years, from the date of July 1, 2008)
through and including June 30, 2013, not to exceed the aggregate)
amount of \$500,000 for all agreements in accordance with the)
terms and conditions set within each agreement.)

Upon motion of Supervisor Salinas, seconded by Supervisor Armenta, and carried by those members present, the Board hereby:

Approved and authorized the Contracts/Purchasing Officer to sign agreements with Regional Government Services Authority, Renne Sloan Holtzman Sakai LLP, and William Avery & Associates, Inc., for the provision of professional personnel consulting services to the County of Monterey on an as-needed basis, for the term of five (5) years, from the date of July 1, 2008 through and including June 30, 2013, not to exceed the aggregate amount of \$500,000 for all agreements in accordance with the terms and conditions set within each agreement.

PASSED AND ADOPTED this 24th day of June, 2008, by the following vote, to wit:

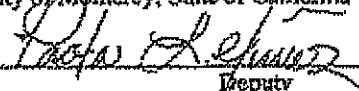
AYES: Supervisors Armenta, Calcagno, Salinas, Mettee-McCutcheon, Potter
NOES: None
ABSENT: None

I, Annette D'Adamo, Interim Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 74 for the meeting on June 24, 2008.

Dated: June 25, 2008

Annette D'Adamo, Interim Clerk of the Board of Supervisors
County of Monterey, State of California

By


Deputy

AGREEMENT TO PROVIDE PROFESSIONAL PERSONNEL CONSULTING SERVICES FOR THE COUNTY of MONTEREY

This AGREEMENT is made and entered into by and between the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County", and CPS HUMAN RESOURCE SERVICES, hereinafter referred to as "CONTRACTOR."

RECITALS

- A. WHEREAS, the County has invited proposals through the Request for Proposals (RFP #10040) for professional personnel consulting services in accordance with the specifications set forth in this AGREEMENT; and
- B. WHEREAS, CONTRACTOR has submitted a responsive and responsible proposal to perform such services; and
- C. WHEREAS, CONTRACTOR has the expertise and capabilities necessary to provide the services requested.

NOW THEREFORE, the County and CONTRACTOR, for the consideration hereinafter named, agree as follows:

PERFORMANCE OF THE AGREEMENT

After consideration and evaluation of the CONTRACTOR'S proposal, the County hereby engages the CONTRACTOR to provide the services set forth in RFP #10040 and in this AGREEMENT on the terms and conditions contained herein and in RFP #10040. The intent of this AGREEMENT is to summarize the contractual obligations of the parties. The component parts of this AGREEMENT include the following:

- RFP #10040 dated October 30, 2007
- Addendum #1
- CONTRACTOR'S Proposal dated December 13, 2007 including all attachments and exhibits, to RFP #10040
- AGREEMENT
- Certificate of Insurance
- Additional Insured Endorsements

All of the above-referenced contract documents are intended to be complementary. Work required by one of the above-referenced contract documents and not by others shall be done as if required by all. In the event of a conflict between or among component parts of the contract, the contract documents shall be construed in the following order: AGREEMENT, General Requirements and General Provisions, CONTRACTOR'S Proposal (with all attachments and

exhibits), RFP #10040, Addendum #1, Certificate of Insurance, and Additional Insured Endorsements.

1.0 SCOPE OF SERVICE

- 1.1 CONTRACTOR shall be responsible for a variety of professional personnel consulting services as specified by the County Human Resources Division, including but not limited to:
- classification
 - compensation
 - reorganization
 - personnel administration
 - recruitment
 - examination and selection.
- 1.2 CONTRACTOR responsibilities shall include, but are not limited to the following:
- 1.2.1 Design a classification and compensation structure to include procedures, methodologies, formats, guidelines, internal equity system, tools, processes, etc.
 - 1.2.2 Development of curriculum, and reference documents
 - 1.2.3 Provide training on classification systems.
 - 1.2.4 Work with County staff to develop Human Resources Training Modules in various specialized areas.
 - 1.2.5 Perform reclassification studies of current employees and develop new classifications including class specifications, compensation recommendations, etc.
 - 1.2.6 Perform reorganization studies of department staffing structures including development of classifications, workflow structures, etc.
 - 1.2.7 Perform professional and executive recruitment searches.

2.0 OTHER REQUIREMENTS

- 2.1 CONTRACTOR shall provide consulting services as requested by the County, and shall bill the County for these services.
- 2.1.1 CONTRACTOR's employees of are not employees of the County. The CONTRACTOR, as the employer, shall be responsible for all compensation, taxes, benefits, and insurance for its consultants/employees.
- 2.2 CONTRACTOR shall only accept requests for service from the Human Resources Division of the County Administrative Office.
- 2.2.1 County Human Resources Division shall provide oversight and direction.
 - 2.2.2 Services shall be provided to individual County departments, as specified by the County Human Resources Division.

- 2.3 CONTRACTOR shall provide services only when authorized by one of the following individuals within the specified positions, regardless of the department or division for which specific projects are to be performed:
- Assistant County Administrative Officer
 - Principal Personnel Analyst
 - Principal Labor Relations Analyst
- 2.4 Work may be performed at CONTRACTOR's place of business or on County site as mutually deemed appropriate by the parties.

3.0 TERM OF AGREEMENT

- 3.1 The term shall commence July 1, 2008 through and including June 30, 2013.
- 3.2 The County reserves the right to cancel this AGREEMENT, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 COMPENSATION AND PAYMENTS

- 4.1 It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under the AGREEMENT in accordance with the following Consultant Hourly Billing Rate Schedule.

CONSULTANT	Rate
Standard	\$100 to \$150
Executive/Organization	\$200 to \$220
Project Manager/Managing Consultant	\$130 to \$200
Technical and Assistance	\$65 to \$80
Administrative Support	\$40 to \$60

- 4.2 CONTRACTOR shall provide written notice of any rate increase ninety days (90) prior to June 30 of each contract year following the first year of service.
- 4.2.1 Any changes in rates shall be mutually agreed upon by all applicable parties through written amendment to the AGREEMENT.
- 4.2.2 The County does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT.
- 4.3 Prior to the start of each project, the County Human Resources Division and CONTRACTOR shall mutually agree upon the budget for the project.
- 4.3.1 County shall provide a defined scope of work for each project.
- 4.4 The scope of work and budget estimate shall be for use by:
- 4.4.1 the department/division receiving services from CONTRACTOR

- 4.4.2 the County Human Resources Division in planning, over-seeing and monitoring the work under contract.
- 4.5 Travel, meals and lodging shall be reimbursed according to the County's Travel Policy (copies may be downloaded at: www.co.monterey.ca.us/auditor/policy.htm).
- 4.5.1 CONTRACTOR shall obtain the prior written approval from the County Human Resources Division for any additional expenses for which CONTRACTOR seeks reimbursement.
- 4.6 Invoicing by CONTRACTOR shall clearly itemize the following:
- 4.6.1 the County Department receiving services,
- 4.6.2 the AGREEMENT number and RFP #10040
- 4.6.3 the purchase order number under which the invoice is to be charged,
- 4.6.4 the services provided,
- 4.6.5 the dates of services,
- 4.6.6 project billings,
- 4.6.7 an itemization of out-of-pocket and other reimbursable expenses incurred, if applicable.
- 4.7 CONTRACTOR shall submit the invoice on a monthly basis to County Human Resources Division, Attention: Principal Personnel Analyst.
- 4.7.1 Certification of each invoice, either in the requested amount or in such other amount as the County approves in conformity with this AGREEMENT, shall be required before payment can be processed.
- 4.8 The County Human Resources Division is responsible for forwarding the certified invoice to the appropriate department for prompt submission to the County Auditor-Controller for payment.
- 4.8.1 The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.
- 4.9 The amount paid to all CONTRACTORS in connection with RFP#10040 shall not exceed a total of \$500,000.00 over the term of the AGREEMENTS.

5.0 INDEMNIFICATION

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this AGREEMENT, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this AGREEMENT, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes

CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

6.0 INSURANCE

6.1 Evidence of Coverage:

Prior to commencement of this AGREEMENT, CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition CONTRACTOR upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's, Contracts/Purchasing Division, unless otherwise directed. CONTRACTOR shall not receive a "Notice to Proceed" with the work under this AGREEMENT until it has obtained all insurance required and such, insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of CONTRACTOR.

6.2 Qualifying Insurers:

All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Officer.

6.3 Insurance Coverage Requirements:

Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this AGREEMENT a policy or policies of insurance with the following minimum limits of liability:

6.3.1 Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

6.3.2 Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this AGREEMENT, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

6.3.3 Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this AGREEMENT, in accordance with California

Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

6.3.4 Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this AGREEMENT, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this AGREEMENT.

6.4 Other Insurance Requirements.

All insurance required by this AGREEMENT shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this AGREEMENT, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this AGREEMENT.

6.5 Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this AGREEMENT, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

6.6 Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

- 6.7 Prior to the execution of this AGREEMENT by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this AGREEMENT. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this AGREEMENT, which shall continue in full force and effect.
- 6.8 CONTRACTOR shall at all times during the term of this AGREEMENT maintain in force the insurance coverage required under this AGREEMENT and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this AGREEMENT, which entitles County, at its sole discretion, to terminate this AGREEMENT immediately.

7.0 NOTICES

Notices required to be given to the respective parties under this AGREEMENT shall be deemed given by any of the following means: (1) when personally delivered to the County's contract administrator or to CONTRACTOR'S responsible officer; (2) when personally delivered to the party's principle place of business during normal business hours, by leaving notice with any person apparently in charge of the office and advising such person of the import and contents of the notice; (3) 24 hours after the notice is transmitted by FAX machine to the other party, at the party's FAX number specified pursuant to this AGREEMENT, provided that the party giving notice by FAX must promptly confirm receipt of the FAX by telephone to the receiving party's office; or, (4) three (3) days after the notice is deposited in the U. S. mail with first class or better postage fully prepaid, addressed to the party as indicated below.

Notices mailed or faxed to the parties shall be addressed as follows:

TO THE COUNTY:

Contracts/Purchasing Officer
County of Monterey, Contracts/Purchasing Division
168 W. Alisal Street, 3rd Floor
Salinas, CA 93901-2439
Tel. No.: (831) 755-4990
FAX No.: (831) 755-4969

TO THE CONTRACTOR:

CPS Human Resource Services
241 Lathrop Way
Sacramento, CA 95815
Tel: 916-471-3683 263-3600
Fax: 916-263-3613



IN WITNESS WHEREOF, the County and CONTRACTOR execute this AGREEMENT as follows:

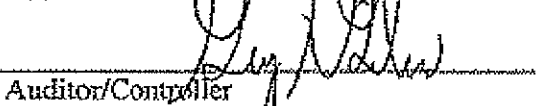
MONTEREY COUNTY



Contracts/Purchasing Officer

Dated: 7-17-08

Approved as to Fiscal Provisions:


Auditor/Controller

Dated: 6-19-08

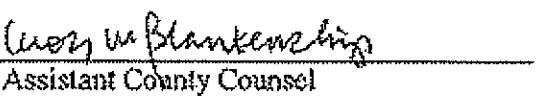
Approved as to Disability Provisions:

COUNTY OF MONTEREY
APPROVED AS TO INDEMNITY/
RISK MANAGEMENT LANGUAGE

RISK MANAGEMENT LANGUAGE

Dated: Alvin Schumaker
Date: 6-25-08

Approved as to Form:


Assistant County Counsel

Dated: 6/19/08

CONTRACTOR

By: 

Signature of Chair, President, or Vice-President

Gerald Greenwell, CEO
Printed Name and Title

Dated: 6-18-08

By: 

(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

Donald E. Rose
Chief Financial Officer
Printed Name and Title

Dated: 6-18-08

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

**RENEWAL AGREEMENT & AMENDMENT #1
TO MASTER AGREEMENT
FOR PERSONNEL CONSULTING SERVICES
By and between
COUNTY OF MONTEREY
&
REGIONAL GOVERNMENT SERVICES AUTHORITY**

This **RENEWAL AGREEMENT & AMENDMENT #1** is made to the MASTER AGREEMENT for the provision of PERSONNEL CONSULTING SERVICES by and between REGIONAL GOVERNMENT SERVICES AUTHORITY, hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County".

WHEREAS, the MASTER AGREEMENT expired pursuant to its terms on June 30, 2013; and

WHEREAS, the County and CONTRACTOR agree to renew the MASTER AGREEMENT retroactive to July 1, 2013 and to extend the term of the Agreement for an additional six (6) months through and including December 31, 2013; and

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the AGREEMENT as follows:

1. The AGREEMENT is renewed retroactive to July 01, 2013, and all of its provisions shall be deemed to have been in effect continuously since that time.
2. Section 3.1, "The term shall commence July 1, 2008 through and including June 30, 2013.", is replaced with "**This Agreement shall be in full force and effect, commencing from June 27, 2008 through December 31, 2013.**".
3. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT and previously executed AMENDMENT 1 are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
4. A copy of the AMENDMENT shall be attached to the original AGREEMENT dated June 27, 2008.

MONTEREY COUNTY

CONTRACTOR

Contracts/Purchasing Officer

By: Richard H. Averett

Signature of Chair, President, or
Vice-President

Dated: _____

Richard H. Averett, Executive Director

Printed Name and Title

Approved as to Fiscal Provisions:

Dated: June 26, 2013

Deputy Auditor/Controller

By: Richard H. Averett

(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)*

Dated: 6-26-13

Approved as to Liability Provisions:

Richard Averett, CFO

Printed Name and Title

N/A

Risk Management

Dated: June 26, 2013

Dated: _____

Approved as to Form:

Shari Kirkhede

Deputy County Counsel

Dated: 6-26-13

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

Before the Board of Supervisors In and for the
County of Monterey, State of California

Agreement No: A-11224

Approve and authorize the Contracts/Purchasing)
Officer to sign an Agreement with CPS Human)
Resource Services, for the provision of professional)
personnel consulting services to the County of)
Monterey on an as-needed basis, for the term of five)
(5) years, from the date of July 1, 2008, through and)
including June 30, 2013, in accordance with the terms)
and conditions set within the Agreement. The)
aggregate amount to be spent for all Agreements)
issued under RFP #10040 is not to exceed \$500,000.)

Upon motion of Supervisor Calcagno, seconded by Supervisor Salinas, and carried by those members present, the Board hereby:

Approved and authorized the Contracts/Purchasing Officer to sign an Agreement with CPS Human Resource Services, for the provision of professional personnel consulting services to the County of Monterey on an as-needed basis, for the term of five (5) years, from the date of July 1, 2008, through and including June 30, 2013, in accordance with the terms and conditions set within the Agreement. The aggregate amount to be spent for all Agreements issued under RFP #10040 is not to exceed \$500,000.

PASSED AND ADOPTED this 8th day of July, 2008, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, Salinas, Mettce-McCutcheon, Potter
NOES: None
ABSENT: None

I, Annette D'Adamo, Interim Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 74 for the meeting on July 8, 2008.

Dated: July 9, 2008

Annette D'Adamo, Interim Clerk of the Board of Supervisors
County of Monterey, State of California

By *Paul A. Salinas*
Deputy

Before the Board of Supervisors in and for the
County of Monterey, State of California

Agreement No: A - 11212; A-11213; A-11214

Approve and authorize the Contracts/Purchasing Officer to sign)
agreements with Regional Government Services Authority,)
Renne Sloan Holtzman Sakai LLP, and William Avery &)
Associates, Inc., for the provision of professional personnel)
consulting services to the County of Monterey on an as-needed)
basis, for the term of five (5) years, from the date of July 1, 2008)
through and including June 30, 2013, not to exceed the aggregate)
amount of \$500,000 for all agreements in accordance with the)
terms and conditions set within each agreement.)

Upon motion of Supervisor Salinas, seconded by Supervisor Armenta, and carried by those members present, the Board hereby:

Approved and authorized the Contracts/Purchasing Officer to sign agreements with Regional Government Services Authority, Renne Sloan Holtzman Sakai LLP, and William Avery & Associates, Inc., for the provision of professional personnel consulting services to the County of Monterey on an as-needed basis, for the term of five (5) years, from the date of July 1, 2008 through and including June 30, 2013, not to exceed the aggregate amount of \$500,000 for all agreements in accordance with the terms and conditions set within each agreement.

PASSED AND ADOPTED this 24th day of June, 2008, by the following vote, to wit:

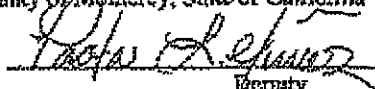
AYES: Supervisors Armenta, Calcagno, Salinas, Mettee-McCutcheon, Potter
NOES: None
ABSENT: None

I, Annette D'Adamo, Interim Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 74 for the meeting on June 24, 2008.

Dated: June 25, 2008

Annette D'Adamo, Interim Clerk of the Board of Supervisors
County of Monterey, State of California

By


Deputy

**AGREEMENT TO PROVIDE PROFESSIONAL PERSONNEL
CONSULTING SERVICES FOR THE COUNTY of MONTEREY**

This AGREEMENT is made and entered into by and between the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County", and REGIONAL GOVERNMENT SERVICES AUTHORITY, hereinafter referred to as "CONTRACTOR."

RECITALS

- A. WHEREAS, the County has invited proposals through the Request for Proposals (RFP #10040) for professional personnel consulting services in accordance with the specifications set forth in this AGREEMENT; and
- B. WHEREAS, CONTRACTOR has submitted a responsive and responsible proposal to perform such services; and
- C. WHEREAS, CONTRACTOR has the expertise and capabilities necessary to provide the services requested.

NOW THEREFORE, the County and CONTRACTOR, for the consideration hereinafter named, agree as follows:

PERFORMANCE OF THE AGREEMENT

After consideration and evaluation of the CONTRACTOR'S proposal, the County hereby engages the CONTRACTOR to provide the services set forth in RFP #10040 and in this AGREEMENT on the terms and conditions contained herein and in RFP #10040. The intent of this AGREEMENT is to summarize the contractual obligations of the parties. The component parts of this AGREEMENT include the following:

- RFP #10040 dated October 30, 2007
- Addendum #1
- CONTRACTOR'S Proposal dated December 14, 2007 including all attachments and exhibits, to RFP #10040
- AGREEMENT
- Certificate of Insurance
- Additional Insured Endorsements

All of the above-referenced contract documents are intended to be complementary. Work required by one of the above-referenced contract documents and not by others shall be done as if required by all. In the event of a conflict between or among component parts of the contract, the contract documents shall be construed in the following order: AGREEMENT, General

Requirements and General Provisions, CONTRACTOR's Proposal (with all attachments and exhibits), RFP #10040, Addendum #1, Certificate of Insurance, and Additional Insured Endorsements.

1.0 SCOPE OF SERVICE

- 1.1 CONTRACTOR shall be responsible for a variety of professional personnel consulting services as specified by the County Human Resources Division, including but not limited to:
- classification
 - compensation
 - reorganization
 - personnel administration
 - recruitment
 - examination and selection.
- 1.2 CONTRACTOR responsibilities shall include, but are not limited to the following:
- 1.2.1 Design a classification and compensation structure to include procedures, methodologies, formats, guidelines, internal equity system, tools, processes, etc.
 - 1.2.2 Development of curriculum, and reference documents.
 - 1.2.3 Provide training on classification systems.
 - 1.2.4 Work with County staff to develop Human Resources Training Modules in various specialized areas.
 - 1.2.5 Perform reclassification studies of current employees and develop new classifications including class specifications, compensation recommendations, etc.
 - 1.2.6 Perform reorganization studies of department staffing structures including development of classifications, workflow structures, etc.
 - 1.2.7 Perform professional and executive recruitment searches.

2.0 OTHER REQUIREMENTS

- 2.1 CONTRACTOR's employees are not employees of the County:
- 2.1.1 CONTRACTOR, as the employer, shall be responsible for all compensation, taxes, benefits, and insurance for its consultants/employees.
- 2.2 CONTRACTOR shall only accept requests for service from the Human Resources Division of the County Administrative Office.
- 2.2.1 County Human Resources Division shall provide oversight and direction.
 - 2.2.2 Services shall be provided to individual County departments, as specified by the County Human Resources Division.
- 2.3 CONTRACTOR shall provide services only when authorized by one of the following individuals within the specified positions, regardless of the department or division for which specific projects are to be performed:

- Assistant County Administrative Officer
- Principal Personnel Analyst
- Principal Labor Relations Analyst

2.4 Work may be performed at CONTRACTOR's place of business or on County site as mutually deemed appropriate by the parties.

3.0 TERM OF AGREEMENT

3.1 The term shall commence July 1, 2008 through and including June 30, 2013.

3.2 The County reserves the right to cancel this AGREEMENT, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 COMPENSATION AND PAYMENTS

4.1 It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under the AGREEMENT in accordance with the following Consultant Hourly Billing Rate Schedule.

Consultant	Year 1	Year 2	Year 3	Year 4	Year 5
Richard Averett	150	150	165	180	190
Jennifer Bower	115	115	130	140	150
Maribeth Linhart	110	110	125	135	145
Andrea Greenberg	110	110	120	125	130
Carla Turner	90	90	110	125	135
Eileen Wilkerson	90	90	110	125	135
Heather Quinn	80	80	90	100	105

4.2 Prices shall remain firm for the term of the AGREEMENT. The County does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT.

4.2.1 Expense costs to be included in the total project budget shall include but are not limited to: postage, photocopying, delivery services, research and support services.

4.3 Prior to the start of each project, the County Human Resources Division and CONTRACTOR will mutually agree upon a budget.

4.3.1 County shall provide a defined scope of work for each project.

4.4 The scope of work and budget estimate shall be for use by:

4.4.1 the department/division receiving services from CONTRACTOR

- 4.4.2 the County Human Resources Division in planning, over-seeing and monitoring the work under contract.
- 4.5 Travel, meals and lodging shall be reimbursed according to the County's Travel Policy (copies may be downloaded at: www.co.monterey.ca.us/auditor/policy.htm).
- 4.5.1 CONTRACTOR shall obtain the prior written approval from the County Human Resources Division for any additional expenses for which CONTRACTOR seeks reimbursement.
- 4.6 Invoicing by CONTRACTOR shall clearly itemize the following:
- 4.6.1 the County Department receiving services,
- 4.6.2 the AGREEMENT number and RFP #10040
- 4.6.3 the purchase order number under which the invoice is to be charged,
- 4.6.4 the services provided,
- 4.6.5 the dates of services,
- 4.6.6 project billings,
- 4.6.7 an itemization of out-of-pocket and other reimbursable expenses incurred, if applicable.
- 4.7 CONTRACTOR shall submit the invoice on a monthly basis to County Human Resources Division, Attention: Principal Personnel Analyst.
- 4.7.1 Certification of each invoice, either in the requested amount or in such other amount as the County approves in conformity with this AGREEMENT, shall be required before payment can be processed.
- 4.8 The County Human Resources Division is responsible for forwarding the certified invoice to the appropriate department for prompt submission to the County Auditor-Controller for payment.
- 4.8.1 The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.
- 4.9 The amount paid to all CONTRACTORS in connection with RFP#10040 shall not exceed a total of \$500,000.00 over the term of the AGREEMENTS.

5.0 INDEMNIFICATION

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this AGREEMENT, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this AGREEMENT, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes

CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

6.0 INSURANCE

6.1 Evidence of Coverage:

Prior to commencement of this AGREEMENT, CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition CONTRACTOR upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's, Contracts/Purchasing Division, unless otherwise directed. CONTRACTOR shall not receive a "Notice to Proceed" with the work under this AGREEMENT until it has obtained all insurance required and such, insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of CONTRACTOR.

6.2 Qualifying Insurers:

All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Officer.

6.3 Insurance Coverage Requirements:

Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this AGREEMENT a policy or policies of insurance with the following minimum limits of liability:

6.3.1 Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

6.3.2 Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this AGREEMENT, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

6.3.3 Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this AGREEMENT, in accordance with California

Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

- 6.3.4 Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this AGREEMENT, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this AGREEMENT.

6.4 Other Insurance Requirements.

All insurance required by this AGREEMENT shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this AGREEMENT, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this AGREEMENT.

- 6.5 Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this AGREEMENT, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

- 6.6 Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

- 6.7 Prior to the execution of this AGREEMENT by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this AGREEMENT. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this AGREEMENT, which shall continue in full force and effect.
- 6.8 CONTRACTOR shall at all times during the term of this AGREEMENT maintain in force the insurance coverage required under this AGREEMENT and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this AGREEMENT, which entitles County, at its sole discretion, to terminate this AGREEMENT immediately.

7.0 NOTICES

Notices required to be given to the respective parties under this AGREEMENT shall be deemed given by any of the following means: (1) when personally delivered to the County's contract administrator or to CONTRACTOR'S responsible officer; (2) when personally delivered to the party's principle place of business during normal business hours, by leaving notice with any person apparently in charge of the office and advising such person of the import and contents of the notice; (3) 24 hours after the notice is transmitted by FAX machine to the other party, at the party's FAX number specified pursuant to this AGREEMENT, provided that the party giving notice by FAX must promptly confirm receipt of the FAX by telephone to the receiving party's office; or, (4) three (3) days after the notice is deposited in the U. S. mail with first class or better postage fully prepaid, addressed to the party as indicated below. Notices mailed or faxed to the parties shall be addressed as follows:

TO THE COUNTY:

Contracts/Purchasing Officer
County of Monterey, Contracts/Purchasing Division
168 W. Alisal Street, 3rd Floor
Salinas, CA 93901-2439
Tel. No.: (831) 755-4990
FAX No.: (831) 755-4969

TO THE CONTRACTOR:

Regional Government Services Authority
PO Box 1350
Carmel Valley, CA 93924
Tel. No. 831.308.1508
FAX No: 650-587-7311

IN WITNESS WHEREOF, the County and CONTRACTOR execute this AGREEMENT as follows:

~~MONTEREY COUNTY~~

CONTRACTOR


Contracts/Purchasing Officer

By: 
Signature of Chair, President, or Vice-President

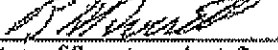
Dated: 6-27-08


Printed Name and Title

Approved as to Fiscal Provisions:

Dated: 6-4-08


Auditor/Controller

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

Dated: 6-6-08

~~RISK MANAGEMENT~~
Approved as to Liability Provisions:


Printed Name and Title

COUNTY OF MONTEREY


APPROVED AS TO INDEMNITY/

~~RISK MANAGEMENT LANGUAGE~~
Risk Management

Dated: 6-4-08

By: 
Date: 6-10-08

Approved as to Form:


Assistant County Counsel

Dated: 6/9/08

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

**RENEWAL AGREEMENT & AMENDMENT #1
TO MASTER AGREEMENT
FOR PERSONNEL CONSULTING SERVICES
By and between
COUNTY OF MONTEREY
&
RENNE SLOAN HOLTZMAN SAKAI, LLP.**

This RENEWAL AGREEMENT & AMENDMENT #1 is made to the MASTER AGREEMENT for the provision of PERSONNEL CONSULTING SERVICES by and between RENNE SLOAN HOLTZMAN SAKAI, LLP., hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County".

WHEREAS, the MASTER AGREEMENT expired pursuant to its terms on June 30, 2013; and

WHEREAS, the County and CONTRACTOR agree to renew the MASTER AGREEMENT retroactive to July 1, 2013 and to extend the term of the Agreement for an additional six (6) months through and including December 31, 2013; and

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the AGREEMENT as follows:

1. The AGREEMENT is renewed retroactive to July 01, 2013, and all of its provisions shall be deemed to have been in effect continuously since that time.
2. Section 3.1, "The term shall commence July 1, 2008 through and including June 30, 2013.", is replaced with "This Agreement shall be in full force and effect, commencing from June 27, 2008 through December 31, 2013."
3. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT and previously executed AMENDMENT 1 are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
4. A copy of the AMENDMENT shall be attached to the original AGREEMENT dated June 27, 2008.

MONTEREY COUNTY

CONTRACTOR

Contracts/Purchasing Officer

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

Dated: _____

Charles Sakai, Managing Partner
Printed Name and Title

Approved as to Fiscal Provisions:

Dated: 6/27/13

[Signature]
Deputy Auditor/Controller

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

Dated: 6-27-13

Printed Name and Title

Approved as to Liability Provisions:

N/A
Risk Management

Dated: _____

Dated: _____

Approved as to Form:

[Signature]
Deputy County Counsel

Dated: 6-27-13

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

Before the Board of Supervisors is and for the
County of Monterey, State of California

Agreement No: A-11224

Approve and authorize the Contracts/Purchasing)
Officer to sign an Agreement with CPS Human)
Resource Services, for the provision of professional)
personnel consulting services to the County of)
Monterey on an as-needed basis, for the term of five)
(5) years, from the date of July 1, 2008, through and)
including June 30, 2013, in accordance with the terms)
and conditions set within the Agreement. The)
aggregate amount to be spent for all Agreements)
issued under RFP #10040 is not to exceed \$500,000.)

Upon motion of Supervisor Calcagno, seconded by Supervisor Salinas, and carried by those members present, the Board hereby:

Approved and authorized the Contracts/Purchasing Officer to sign an Agreement with CPS Human Resource Services, for the provision of professional personnel consulting services to the County of Monterey on an as-needed basis, for the term of five (5) years, from the date of July 1, 2008, through and including June 30, 2013, in accordance with the terms and conditions set within the Agreement. The aggregate amount to be spent for all Agreements issued under RFP #10040 is not to exceed \$500,000.

PASSED AND ADOPTED this 8th day of July, 2008, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, Salinas, Metzger-McCutcheon, Potter
NOES: None
ABSENT: None

I, Annette D'Adamo, Interim Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 74 for the meeting on July 8, 2008.

Date: July 9, 2008

Annette D'Adamo, Interim Clerk of the Board of Supervisors
County of Monterey, State of California

By *Robert A. [Signature]*
Deputy

Before the Board of Supervisors in and for the
County of Monterey, State of California

Agreement No: A - 11212; A-11213; A-11214

Approve and authorize the Contracts/Purchasing Officer to sign)
agreements with Regional Government Services Authority,)
Renne Sloan Holtzman Sakai LLP, and William Avery &)
Associates, Inc., for the provision of professional personnel)
consulting services to the County of Monterey on an as-needed)
basis, for the term of five (5) years, from the date of July 1, 2008)
through and including June 30, 2013, not to exceed the aggregate)
amount of \$500,000 for all agreements in accordance with the)
terms and conditions set within each agreement.)

Upon motion of Supervisor Salinas, seconded by Supervisor Armenta, and carried by those members present, the Board hereby:

Approved and authorized the Contracts/Purchasing Officer to sign agreements with Regional Government Services Authority, Renne Sloan Holtzman Sakai LLP, and William Avery & Associates, Inc., for the provision of professional personnel consulting services to the County of Monterey on an as-needed basis, for the term of five (5) years, from the date of July 1, 2008 through and including June 30, 2013, not to exceed the aggregate amount of \$500,000 for all agreements in accordance with the terms and conditions set within each agreement.

PASSED AND ADOPTED this 24th day of June, 2008, by the following vote, to wit:

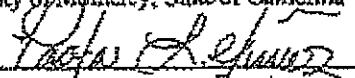
AYES: Supervisors Armenta, Calcagno, Salinas, Mettec-McCutchon, Potter
NOES: None
ABSENT: None

I, Annette D'Adamo, Interim Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 74 for the meeting on June 24, 2008.

Date: June 25, 2008

Annette D'Adamo, Interim Clerk of the Board of Supervisors
County of Monterey, State of California

By


Deputy

**AGREEMENT TO PROVIDE PROFESSIONAL PERSONNEL
CONSULTING SERVICES FOR THE COUNTY of MONTEREY**

This AGREEMENT is made and entered into by and between the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County", and RENNE SLOAN HOLTZMAN SAKAI LLP, hereinafter referred to as "CONTRACTOR."

RECITALS

- A. WHEREAS, the County has invited proposals through the Request for Proposals (RFP #10040) for professional personnel consulting services in accordance with the specifications set forth in this AGREEMENT; and
- B. WHEREAS, CONTRACTOR has submitted a responsive and responsible proposal to perform such services; and
- C. WHEREAS, CONTRACTOR has the expertise and capabilities necessary to provide the services requested.

NOW THEREFORE, the County and CONTRACTOR, for the consideration hereinafter named, agree as follows:

PERFORMANCE OF THE AGREEMENT

After consideration and evaluation of the CONTRACTOR'S proposal, the County hereby engages the CONTRACTOR to provide the services set forth in RFP #10040 and in this AGREEMENT on the terms and conditions contained herein and in RFP #10040. The intent of this AGREEMENT is to summarize the contractual obligations of the parties. The component parts of this AGREEMENT include the following:

RFP #10040 dated October 30, 2007

Addendum #1

CONTRACTOR's Proposal dated December 12, 2007 including all attachments and exhibits, to RFP #10040

AGREEMENT

Certificate of Insurance

Additional Insured Endorsements

All of the above-referenced contract documents are intended to be complementary. Work required by one of the above-referenced contract documents and not by others shall be done as required by all. In the event of a conflict between or among component parts of the contract, the contract documents shall be construed in the following order: AGREEMENT, General Requirements and General Provisions, CONTRACTOR'S Proposal (with all attachments and

exhibits), RFP #10040, Addendum #1, Certificate of Insurance, and Additional Insured Endorsements.

1.0 SCOPE OF SERVICE

- 1.1 CONTRACTOR shall be responsible for a variety of professional personnel consulting services as specified by the County Human Resources Division, including but not limited to:
- classification
 - compensation
 - reorganization
 - personnel administration
 - recruitment
 - examination and selection.
- 1.2 CONTRACTOR responsibilities shall include, but are not limited to the following:
- 1.2.1 Design a classification and compensation structure to include procedures, methodologies, formats, guidelines, internal equity system, tools, processes, etc.
 - 1.2.2 Development of curriculum, and reference documents
 - 1.2.3 Provide training on classification systems.
 - 1.2.4 Work with County staff to develop Human Resources Training Modules in various specialized areas.
 - 1.2.5 Perform reclassification studies of current employees and develop new classifications including class specifications, compensation recommendations, etc.
 - 1.2.6 Perform reorganization studies of department staffing structures including development of classifications, workflow structures, etc.
 - 1.2.7 Perform professional and executive recruitment searches.

2.0 OTHER REQUIREMENTS

- 2.1 CONTRACTOR shall provide consulting services as requested by the County, and shall bill the County for these services.
- 2.1.1 CONTRACTOR's employees of are not employees of the County. The CONTRACTOR, as the employer, shall be responsible for all compensation, taxes, benefits, and insurance for its consultants/employees.
- 2.2 CONTRACTOR shall only accept requests for service from the Human Resources Division of the County Administrative Office.
- 2.2.1. County Human Resources Division shall provide oversight and direction.
 - 2.2.2. Services shall be provided to individual County departments, as specified by the County Human Resources Division.

- 2.3 CONTRACTOR shall provide services only when authorized by one of the following individuals within the specified positions, regardless of the department or division for which specific projects are to be performed:
- Assistant County Administrative Officer
 - Principal Personnel Analyst
 - Principal Labor Relations Analyst
- 2.4 Work may be performed at CONTRACTOR's place of business or on County site as mutually deemed appropriate by the parties.

3.0 TERM OF AGREEMENT

- 3.1 The term shall commence July 1, 2008 through and including June 30, 2013.
- 3.2 The County reserves the right to cancel this AGREEMENT, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 COMPENSATION AND PAYMENTS

- 4.1 It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under the AGREEMENT in accordance with the following Consultant Hourly Billing Rate Schedule.

Consultant	Rate
Geoffrey Rothman	\$200
Janice Koch	\$165
Steven Oshiro	\$125

- 4.2 CONTRACTOR may increase the hourly rate by 5% in each successive year of the AGREEMENT following the first year of service.
- 4.2.1 The County does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT.
- 4.2.2 CONTRACTOR shall provide written notice of any increase in the Rate Schedule ninety days (90) prior to June 30 of each contract year following the first year of service.
- 4.2.3 Any changes in rates shall be mutually agreed upon by all applicable parties through written amendment to the AGREEMENT.
- 4.3 CONTRACTOR may add or remove personnel to any specific project based on availability and expertise.
- 4.3.1 CONTRACTOR may add expert staff to any specific project that is appropriate to the specific expertise.
- 4.3.2 CONTRACTOR shall give prior notice and obtain prior approval of County for any changes or additions to staff assigned to County projects.

- 4.4 Prior to the start of each project, the County Human Resources Division and CONTRACTOR will mutually agree upon the budget.
- 4.4.1 County shall provide a defined scope of work for each project.
- 4.5 The scope of work and budget estimate shall be for use by:
- 4.4.1 the department/division receiving services from CONTRACTOR
- 4.4.2 the County Human Resources Division in planning, over-seeing and monitoring the work under contract.
- 4.6 Travel, meals and lodging shall be reimbursed according to the County's Travel Policy (copies may be downloaded at: www.co.monterey.ca.us/auditor/policy.htm).
- 4.6.1 CONTRACTOR shall obtain the prior written approval from the County Human Resources Division for any additional expenses for which CONTRACTOR seeks reimbursement.
- 4.7 Invoicing by CONTRACTOR shall clearly itemize the following:
- 4.7.1 the County Department receiving services,
- 4.7.2 the AGREEMENT number and RFP #10040
- 4.7.3 the purchase order number under which the invoice is to be charged,
- 4.7.4 the services provided,
- 4.7.5 the dates of services,
- 4.7.6 project billings,
- 4.7.7 an itemization of out-of-pocket and other reimbursable expenses incurred, if applicable.
- 4.8 CONTRACTOR shall submit the invoice on a monthly basis to County Human Resources Division, Attention: Principal Personnel Analyst.
- 4.8.1 Certification of each invoice, either in the requested amount or in such other amount as the County approves in conformity with this AGREEMENT, shall be required before payment can be processed.
- 4.9 The County Human Resources Division is responsible for forwarding the certified invoice to the appropriate department for prompt submission to the County Auditor-Controller for payment.
- 4.9.1 The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.
- 4.10 The amount paid to all CONTRACTORS in connection with RFP#10040 shall not exceed a total of \$500,000.00 over the term of the AGREEMENTS.

5.0 INDEMNIFICATION

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including

damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this AGREEMENT, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this AGREEMENT, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

6.0 INSURANCE

6.1 Evidence of Coverage:

Prior to commencement of this AGREEMENT, CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition CONTRACTOR upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's, Contracts/Purchasing Division, unless otherwise directed. CONTRACTOR shall not receive a "Notice to Proceed" with the work under this AGREEMENT until it has obtained all insurance required and such, insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of CONTRACTOR.

6.2 Qualifying Insurers:

All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Officer.

6.3 Insurance Coverage Requirements:

Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this AGREEMENT a policy or policies of insurance with the following minimum limits of liability:

- 6.3.1 Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

- 6.3.2 Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this AGREEMENT, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
- 6.3.3 Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this AGREEMENT, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.
- 6.3.4 Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this AGREEMENT, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this AGREEMENT.

6.4 Other Insurance Requirements.

All insurance required by this AGREEMENT shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this AGREEMENT, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this AGREEMENT.

- 6.5 Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this AGREEMENT, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

- 6.6 Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such

insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

- 6.7 Prior to the execution of this AGREEMENT by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this AGREEMENT. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this AGREEMENT, which shall continue in full force and effect.
- 6.8 CONTRACTOR shall at all times during the term of this AGREEMENT maintain in force the insurance coverage required under this AGREEMENT and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this AGREEMENT, which entitles County, at its sole discretion, to terminate this AGREEMENT immediately.

7.0 NOTICES

Notices required to be given to the respective parties under this AGREEMENT shall be deemed given by any of the following means: (1) when personally delivered to the County's contract administrator or to CONTRACTOR'S responsible officer; (2) when personally delivered to the party's principle place of business during normal business hours, by leaving notice with any person apparently in charge of the office and advising such person of the import and contents of the notice; (3) 24 hours after the notice is transmitted by FAX machine to the other party, at the party's FAX number specified pursuant to this AGREEMENT, provided that the party giving notice by FAX must promptly confirm receipt of the FAX by telephone to the receiving party's office; or, (4) three (3) days after the notice is deposited in the U. S. mail with first class or better postage fully prepaid, addressed to the party as indicated below.

Notices mailed or faxed to the parties shall be addressed as follows:

TO THE COUNTY:

Contracts/Purchasing Officer
County of Monterey, Contracts/Purchasing Division
168 W. Alisal Street, 3rd Floor
Salinas, CA 93901-2439
Tel. No.: (831) 755-4990 FAX No.: (831) 755-4969

TO THE CONTRACTOR:

Renne Sloan Holtzman Sakai LLP
350 Sansome St., Ste. 300
San Francisco, CA 94104
Tel: 415-678-3800 Fax: 415-678-3838

IN WITNESS WHEREOF, the County and CONTRACTOR execute this AGREEMENT as follows:

~~MONTEREY COUNTY~~

CONTRACTOR

Contracts/Purchasing Officer

By: [Signature]
Signature of Chair/President, or
Vice-President

Dated: 6-27-08

Randy Riddle - Managing Partner
Printed Name and Title

Approved as to Fiscal Provisions:

Dated: 6/4/08

[Signature]
Auditor/Controller

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

Dated: 6-6-08

Approved as to ~~LIABILITY~~ Provisions:

Printed Name and Title

COUNTY OF MONTEREY

APPROVED AS TO INDEMNITY/

Risk Management LANGUAGE

Dated: _____

Dated: [Signature]

Date: 6-10-08

Approved as to Form:

[Signature]
Assistant County Counsel

Dated: 6/19/08

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

**RENEWAL AGREEMENT & AMENDMENT #1
TO MASTER AGREEMENT
FOR PERSONNEL CONSULTING SERVICES
By and between
COUNTY OF MONTEREY
&
WILLIAM AVERY & ASSOCIATES, INC.**

This **RENEWAL AGREEMENT & AMENDMENT #1** is made to the **MASTER AGREEMENT** for the provision of **PERSONNEL CONSULTING SERVICES** by and between **WILLIAM AVERY & ASSOCIATES, INC.**, hereinafter "**CONTRACTOR**", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "**County**".

WHEREAS, the **MASTER AGREEMENT** expired pursuant to its terms on June 30, 2013; and

WHEREAS, the County and **CONTRACTOR** agree to renew the **MASTER AGREEMENT** retroactive to July 1, 2013 and to extend the term of the Agreement for an additional six (6) months through and including December 31, 2013; and

NOW THEREFORE, the County and **CONTRACTOR** hereby agree to amend the **AGREEMENT** as follows:

1. The **AGREEMENT** is renewed retroactive to July 01, 2013, and all of its provisions shall be deemed to have been in effect continuously since that time.
2. Section 3.1, "The term shall commence July 1, 2008 through and including June 30, 2013.", is replaced with "**This Agreement shall be in full force and effect, commencing from June 27, 2008 through December 31, 2013.**".
3. Except as provided herein, all remaining terms, conditions and provisions of the **AGREEMENT** and previously executed **AMENDMENT 1** are unchanged and unaffected by this **AMENDMENT** and shall continue in full force and effect as set forth in the **AGREEMENT**.
4. A copy of the **AMENDMENT** shall be attached to the original **AGREEMENT** dated June 27, 2008.

MONTEREY COUNTY

CONTRACTOR

Contracts/Purchasing Officer

By: Paul Kimura
Signature of Chair, President, or
Vice-President

Dated: _____

Paul Kimura Principal
Printed Name and Title

Approved as to Fiscal Provisions:

Dated: 6/27/13

[Signature]
Deputy Auditor/Controller

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

Dated: 6-27-13

Approved as to Liability Provisions:

Anne Matteini, Asst. Treasurer
Printed Name and Title

N/A

Risk Management

Dated: 6/27/13

Dated: _____

Approved as to Form:

[Signature]
Deputy County Counsel

Dated: 6-27-13

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

**Before the Board of Supervisors in and for the
County of Monterey, State of California**

Agreement No: A-11224

Approve and authorize the Contracts/Purchasing)
Officer to sign an Agreement with CPS Human)
Resource Services, for the provision of professional)
personnel consulting services to the County of)
Monterey on an as-needed basis, for the term of five)
(5) years, from the date of July 1, 2008, through and)
including June 30, 2013, in accordance with the terms)
and conditions set within the Agreement. The)
aggregate amount to be spent for all Agreements)
issued under RFP #10040 is not to exceed \$500,000.)

Upon motion of Supervisor Calcagno, seconded by Supervisor Salinas, and carried by those members present, the Board hereby:

Approved and authorized the Contracts/Purchasing Officer to sign an Agreement with CPS Human Resource Services, for the provision of professional personnel consulting services to the County of Monterey on an as-needed basis, for the term of five (5) years, from the date of July 1, 2008, through and including June 30, 2013, in accordance with the terms and conditions set within the Agreement. The aggregate amount to be spent for all Agreements issued under RFP #10040 is not to exceed \$500,000.

PASSED AND ADOPTED this 8th day of July, 2008, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, Salinas, Mettce-McCutcheon, Potter
NOES: None
ABSENT: None

I, Annette D'Adamo, Interim Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 74 for the meeting on July 8, 2008.

Date: July 9, 2008

Annette D'Adamo, Interim Clerk of the Board of Supervisors
County of Monterey, State of California

By *[Signature]*
Deputy

**Before the Board of Supervisors in and for the
County of Monterey, State of California**

Agreement No: A - 11212; A-11213; A-11214

Approve and authorize the Contracts/Purchasing Officer to sign)
agreements with Regional Government Services Authority,)
Renne Sloan Holtzman Sakai LLP, and William Avery &)
Associates, Inc., for the provision of professional personnel)
consulting services to the County of Monterey on an as-needed)
basis, for the term of five (5) years, from the date of July 1, 2008)
through and including June 30, 2013, not to exceed the aggregate)
amount of \$500,000 for all agreements in accordance with the)
terms and conditions set within each agreement.)

Upon motion of Supervisor Salinas, seconded by Supervisor Armenta, and carried by those members present, the Board hereby:

Approved and authorized the Contracts/Purchasing Officer to sign agreements with Regional Government Services Authority, Renne Sloan Holtzman Sakai LLP, and William Avery & Associates, Inc., for the provision of professional personnel consulting services to the County of Monterey on an as-needed basis, for the term of five (5) years, from the date of July 1, 2008 through and including June 30, 2013, not to exceed the aggregate amount of \$500,000 for all agreements in accordance with the terms and conditions set within each agreement.

PASSED AND ADOPTED this 24th day of June, 2008, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, Salinas, Mettec-McCutcheon, Potter
NOES: None
ABSENT: None

I, Annette D'Adamo, Interim Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 74 for the meeting on June 24, 2008.

Dated: June 25, 2008

Annette D'Adamo, Interim Clerk of the Board of Supervisors
County of Monterey, State of California

By

Deputy

AGREEMENT TO PROVIDE PROFESSIONAL PERSONNEL CONSULTING SERVICES FOR THE COUNTY OF MONTEREY

This AGREEMENT is made and entered into by and between the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County", and WILLIAM AVERY & ASSOCIATES, INC., hereinafter referred to as "CONTRACTOR."

RECITALS

- A. WHEREAS, the County has invited proposals through the Request for Proposals (RFP #10040) for professional personnel consulting services in accordance with the specifications set forth in this AGREEMENT; and
- B. WHEREAS, CONTRACTOR has submitted a responsive and responsible proposal to perform such services; and
- C. WHEREAS, CONTRACTOR has the expertise and capabilities necessary to provide the services requested.

NOW THEREFORE, the County and CONTRACTOR, for the consideration hereinafter named, agree as follows:

PERFORMANCE OF THE AGREEMENT

After consideration and evaluation of the CONTRACTOR'S proposal, the County hereby engages the CONTRACTOR to provide the services set forth in RFP #10040 and in this AGREEMENT on the terms and conditions contained herein and in RFP #10040. The intent of this AGREEMENT is to summarize the contractual obligations of the parties. The component parts of this AGREEMENT include the following:

RFP #10040 dated October 30, 2007

Addendum #1

CONTRACTOR'S Proposal dated December 6, 2007 including all attachments and exhibits, to RFP #10040

AGREEMENT

Certificate of Insurance

Additional Insured Endorsements

All of the above-referenced contract documents are intended to be complementary. Work required by one of the above-referenced contract documents and not by others shall be done as if required by all. In the event of a conflict between or among component parts of the contract, the contract documents shall be construed in the following order: AGREEMENT, General Requirements and General Provisions, CONTRACTOR'S Proposal (with all attachments and

exhibits), RFP #10040, Addendum #1, Certificate of Insurance, and Additional Insured Endorsements.

1.0 SCOPE OF SERVICE

- 1.1 CONTRACTOR shall be responsible for a variety of professional personnel consulting services as specified by the County Human Resources Division, including but not limited to:
- recruitment
 - examination and selection.
- 1.2 CONTRACTOR responsibilities shall include professional and executive recruitment searches.

2.0 OTHER REQUIREMENTS

- 2.1 CONTRACTOR shall provide consulting services as requested by the County, and shall bill the County for these services.
- 2.1.1 CONTRACTOR's employees are not employees of the County. The CONTRACTOR, as the employer, shall be responsible for all compensation, taxes, benefits, and insurance for its consultants/employees.
- 2.2 CONTRACTOR shall only accept requests for service from the Human Resources Division of the County Administrative Office.
- 2.2.1 County Human Resources Division shall provide oversight and direction.
- 2.2.2 Services shall be provided to individual County departments, as specified by the County Human Resources Division.
- 2.3 CONTRACTOR shall provide services only when authorized by one of the following individuals within the specified positions, regardless of the department or division for which specific projects are to be performed:
- Assistant County Administrative Officer
 - Principal Personnel Analyst
 - Principal Labor Relations Analyst
- 2.4 Work may be performed at CONTRACTOR's place of business or on County site as mutually deemed appropriate by the parties.

3.0 TERM OF AGREEMENT

- 3.1 The term shall commence upon July 1, 2008 through and including June 30, 2013.

- 3.2 The County reserves the right to cancel this AGREEMENT, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 COMPENSATION AND PAYMENTS

- 4.1 It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under the AGREEMENT in accordance with the following Consultant Hourly Billing Rate Schedule.

POSITION	Rate	Expenses
County Administrative Officer or other Board appointed position	\$17,900	\$8,500
Department Head; Deputy/Asst. Dept. Head	\$16,900	\$7,500

- 4.2 CONTRACTOR shall provide written notice of any increase in the Rate Schedule ninety days (90) prior to June 30 of each contract year following the first year of service.
- 4.2.1 Any changes in rates shall be mutually agreed upon by all applicable parties through written amendment to the AGREEMENT.
- 4.2.2 The County does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT.
- 4.3 Prior to the start of each project, the County Human Resources Division and CONTRACTOR shall mutually agree upon the budget for the project.
- 4.3.1 County shall provide a defined scope of work for each project.
- 4.4 The scope of work and budget estimate shall be for use by:
- 4.4.1 the department/division receiving services from CONTRACTOR
- 4.4.2 the County Human Resources Division in planning, over-seeing and monitoring the work under contract.
- 4.5 Travel, meals and lodging shall be reimbursed according to the County's Travel Policy (copies may be downloaded at: www.co.monterey.ca.us/auditor/policy.htm).
- 4.5.1 CONTRACTOR shall obtain the prior written approval from the County Human Resources Division for any additional expenses for which CONTRACTOR seeks reimbursement.
- 4.6 Invoicing by CONTRACTOR shall clearly itemize the following:
- 4.6.1 the County Department receiving services,
- 4.6.2 the AGREEMENT number and RFP #10040
- 4.6.3 the purchase order number under which the invoice is to be charged,
- 4.6.4 the services provided,
- 4.6.5 the dates of services,
- 4.6.6 project billings,
- 4.6.7 an itemization of out-of-pocket and other reimbursable expenses incurred, if applicable.

- 4.7 CONTRACTOR shall submit the invoice on a monthly basis to County Human Resources Division, Attention: Principal Personnel Analyst.
- 4.7.1 Certification of each invoice, either in the requested amount or in such other amount as the County approves in conformity with this AGREEMENT, shall be required before payment can be processed.
- 4.8 The County Human Resources Division is responsible for forwarding the certified invoice to the appropriate department for prompt submission to the County Auditor-Controller for payment.
- 4.8.1 The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.
- 4.9 The amount paid to all CONTRACTORS in connection with RFP#10040 shall not exceed a total of \$500,000.00 over the term of the AGREEMENTS.

5.0 GUARANTEE

CONTRACTOR will recruit a candidate to replace any person who may voluntarily resign during the first year of employment in connection with recruitment by the CONTRACTOR and employment by the County. This commitment applies if the County finds it necessary to terminate or to request the resignation of the selected individual in the first year for reasons which would have precluded his/her employment had they been known at the time employment started. In either case, CONTRACTOR shall invoice County only for out-of-pocket expense incurred in identifying a replacement.

6.0 INDEMNIFICATION

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this AGREEMENT, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this AGREEMENT, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

6.0 INSURANCE

6.1 Evidence of Coverage:

Prior to commencement of this AGREEMENT, CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition CONTRACTOR upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's, Contracts/Purchasing Division, unless otherwise directed. CONTRACTOR shall not receive a "Notice to Proceed" with the work under this AGREEMENT until it has obtained all insurance required and such, insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of CONTRACTOR.

6.2 Qualifying Insurers:

All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Officer.

6.3 Insurance Coverage Requirements:

Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this AGREEMENT a policy or policies of insurance with the following minimum limits of liability:

6.3.1 Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

6.3.2 Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this AGREEMENT, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

6.3.3 Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this AGREEMENT, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less

than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

6.3.4 Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this AGREEMENT, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this AGREEMENT.

6.4 Other Insurance Requirements.

All insurance required by this AGREEMENT shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this AGREEMENT, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this AGREEMENT.

6.5 Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this AGREEMENT, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

6.6 Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

- 6.7 Prior to the execution of this AGREEMENT by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this AGREEMENT. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this AGREEMENT, which shall continue in full force and effect.
- 6.8 CONTRACTOR shall at all times during the term of this AGREEMENT maintain in force the insurance coverage required under this AGREEMENT and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this AGREEMENT, which entitles County, at its sole discretion, to terminate this AGREEMENT immediately.

7.0 NOTICES

Notices required to be given to the respective parties under this AGREEMENT shall be deemed given by any of the following means: (1) when personally delivered to the County's contract administrator or to CONTRACTOR'S responsible officer; (2) when personally delivered to the party's principle place of business during normal business hours, by leaving notice with any person apparently in charge of the office and advising such person of the import and contents of the notice; (3) 24 hours after the notice is transmitted by FAX machine to the other party, at the party's FAX number specified pursuant to this AGREEMENT, provided that the party giving notice by FAX must promptly confirm receipt of the FAX by telephone to the receiving party's office; or, (4) three (3) days after the notice is deposited in the U. S. mail with first class or better postage fully prepaid, addressed to the party as indicated below.

Notices mailed or faxed to the parties shall be addressed as follows:

TO THE COUNTY:

Contracts/Purchasing Officer
County of Monterey, Contracts/Purchasing Division
168 W. Alisal Street, 3rd Floor
Salinas, CA 93901-2439
Tel. No.: (831) 755-4990
FAX No.: (831) 755-4969

TO THE CONTRACTOR:

William Avery & Associates, Inc.
3 1/2 N. Santa Cruz Ave., Ste A
Los Gatos, CA 95030
Tel: 408.399.4424
Fax: 408.399.4423

IN WITNESS WHEREOF, the County and CONTRACTOR execute this AGREEMENT as follows:

MONTEREY COUNTY

Contracts/Purchasing Officer

Dated: 6-27-08

Approved as to Fiscal Provisions:

Auditor/Controller

Dated: 6-6-08

Approved as to Disability Provisions:

COUNTY OF MONTEREY
APPROVED AS TO INDEMNITY/
RISK MANAGEMENT LANGUAGE

RISK MANAGEMENT LANGUAGE

Dated By: Dipika Schumaker

Date: 6-10-08

Approved as to Form:

Assistant County Counsel

Dated: 6/9/08

CONTRACTOR

By: William A. Kimura
Signature of Chair, President, or
Vice-President

William A. Kimura
Printed Name and Title

Dated: 6/4/08

By: Paul Kimura
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)*

PAUL KIMURA, PRINCIPAL
Printed Name and Title

Dated: 6/4/08

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