



# COUNTY OF SANTA CRUZ

## PERSONNEL DEPARTMENT

701 OCEAN STREET, SUITE 310, SANTA CRUZ, CA 95060-4073

(831) 454-2600 FAX: (831) 454-2411 TDD: (831) 454-2123

DANIA TORRES WONG, DIRECTOR

April 10, 2002

Agenda: April 16, 2002

Board of Supervisors  
County of Santa Cruz  
701 Ocean Street  
Santa Cruz, CA 95060

### APPROVE CONTRACT WITH FOX LAWSON AND ASSOCIATES TO CONDUCT A TOTAL COMPENSATION STUDY

Dear Members of the Board:

#### **Background**

As you know, last May your Board directed the Personnel Department to work with SEIU developing a joint management/labor committee to review the county's benchmark classes, county's to be used for compensation comparisons, and the selection of an independent, third party, to conduct the total compensation survey.

Beginning last July the representatives from SEIU and the County began meeting. Initial meetings focused on existing compensation study methods in order to develop a shared understanding. This resulted in a common understanding of the 'elements that comprise total Compensation, e.g., the value of benefits in addition to wages.

Subsequent meetings focused on reaching consensus on the benchmark positions to be used in a total compensation survey and the jurisdictions to be surveyed, i.e., the eight comparable counties.

Following consensus on the benchmark positions and comparable counties, the Joint Committee turned its attention to the task of identifying an independent, third party, to conduct the total compensation survey.

#### **REQUEST FOR PROPOSALS (RFP)**

The joint committee developed a RFP. On December 28, 2001, the RFP was distributed to 28 interested parties.

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The Joint Committee reviewed the proposals and invited three finalists for presentations and interviews on February 15, 2002.

Joint Committee members met on February 19, 2002 and discussed the presentations of the finalists and decided to conduct further reference checks. On February 22, 2002, representatives of the Joint Committee discussed the finalists and the results of the reference checks.

## CONCLUSION

The Consensus of the Joint Committee was to recommend the firm of Fox Lawson and Associations to the Board for your approval.

It is therefore RECOMMENDED that your Board:

1. Approve contract with Fox Lawson & Associates in an amount not to exceed \$30,000 to conduct a total compensation survey;
2. Approve the transfer of twenty six thousand dollars (\$26,000) from Appropriations for Contingencies to Personnel's Employee Relations (Index 511000) Professional & Special Services (Subobject No. 3665) by a 4/5 vote;
3. Adopt the Resolution Accepting Unanticipated Revenue in the amount of four thousand dollars (\$4,000.00) from SEIU and appropriate to Personnel's Index 511000, Subobject number 3665, by a 4/5 vote; and
4. Authorize the Personnel Director to sign the contract on behalf of the County and take any related administrative actions.

Very truly yours,

  
Dania Torres Wong  
Personnel Director

  
Susan A. Mauriello  
County Administrative Officer

DTW:GLD:pc

- Attachments:
1. AUD74 Requesting the Transfer of Budget Appropriations
  2. AUD60 Resolution Accepting Unanticipated Revenue
  3. ADM29 Requesting Approval of Agreement Between the County and Fox Lawson & Associates
  4. Contract between the County and Fox Lawson & Associates

cc: Personnel, Auditor-Controller, General Services Department, SEIU Local 415,  
Fox Lawson & Associates

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# COUNTY OF SANTA CRUZ

## REQUEST FOR TRANSFER OR REVISION OF BUDGET APPROPRIATIONS AND/OR FUNDS

Department: Personnel

Date: April 10, 2002

TO: **Board of Supervisors / County Administrative Officer / District Board**

I hereby request your approval of the following transfer of budget appropriations and/or funds in the fiscal year ending June 30, 2002

AUDITORS USE ONLY			
DOCUMENT #	AMOUNT	L/N	T/C HASH
JE 6			

BATCH #	
DATE	Keyed By:

	T/C	INDEX	SUBJECT	USER CODE	AMOUNT	ACCOUNT DESCRIPTION *
T R A N S F E R	0 2 1	5 1 1 0 0 0	3 6 6 5		2 6 0 0 0 0 0	Professional & Special Services
F R O M	0 2 2	1 3 1 2 0 0	9 6 9 5		2 6 0 0 0 0 0	Appropriations for Contingencies

**Explanation:** Board directed the Personnel Department to work with the **SEIU** in identifying an independent, third party to conduct a total compensation salary survey for the County's 58 benchmark positions with our 8 comparable counties. A contractor has been identified at a cost of \$30,000. As there are no appropriations in the 2001-2002 budget, a transfer from contingencies is required, as is acceptance of unanticipated revenue in the amount of \$4,000 from **SEIU**.

Name Dania Torres Wong 4/10/02 Title Director of Personnel

Auditor-Controller's Action: I hereby certify that unencumbered balance(s) is/are available in the appropriations funds and in the amounts indicated above.

Auditor-Controller, by Adam G. Vily, Deputy Date 4/10/02

County Administrative Officer's Action: ☒ Recommended to Board ☐ Approved ☐ Not Recommended or Approved

County Administrative Officer \_\_\_\_\_ Date \_\_\_\_\_

State of California } As the Clerk of the Board of Supervisors of the County of Santa Cruz, I do hereby certify that the foregoing request for  
ss. transfer was approved by said Board of Supervisors as recommended by the County Administrative Officer by an order  
County of Santa Cruz } duly entered in the minutes of said Board on

\_\_\_\_\_, 19\_\_\_\_, By \_\_\_\_\_, Deputy Clerk

(A-C)\* Desc: \_\_\_\_\_ Item: - Budget Transfer

Distribution: BRD. NAME AGENDA DATE ITEM NO.  
White-Board of Supervisors  
Yellow-Auditor-Controller Green-County Administrative Officer Goldenrod-Departmental Control Copy  
Pink-Originating Department

A-C Review		

BEFORE THE BOARD OF SUPERVISORS  
OF THE COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA

Resolution No. \_\_\_\_\_

On the motion of Supervisor \_\_\_\_\_

Duly seconded by Supervisor \_\_\_\_\_

The following resolution is adopted:

RESOLUTION ACCEPTING UNANTICIPATED REVENUE

WHEREAS, the County of Santa Cruz is a recipient of funds from Service Employees International Union Local 415 for Total Compensation Survey Program; and

WHEREAS, the County is recipient of funds in the amount of \$ 4,000.00 which are either in excess of those anticipated or are not specifically set forth in the current fiscal year budget of the County; and

WHEREAS, pursuant to Government Code Section 29130 ( c ) / 29064 ( b ), such funds may be made available for specific appropriation by four-fifths vote of the Board of Supervisors.

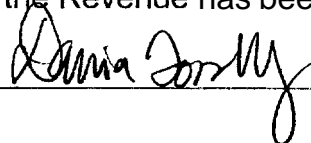
NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Santa Cruz County Auditor-Controller accept funds in the amount of \$ 4,000.00 into Department of Personnel

T/C	index Number	Revenue Subobject No.	User Code	Account Name	Amount
001	511000	2372		Contributions of Others	\$4,000.00

and that such funds be and are hereby appropriated as follows:

TIC	index Number	Expenditure Subobject No.	User Code	Account Name	Amount
021	511000	3665		Professional and Special Services	\$4,000.00

DEPARTMENT HEAD I hereby certify that the fiscal provisions have been researched and that the Revenue has been received withing the current fiscal year.

By  Department Head

Date April 10, 2002

COUNTY ADMINISTRATIVE OFFICER / \_\_\_\_\_ / Recommended to Board

/ \_\_\_\_\_ / Not recommended to Board

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Cruz, State of California, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by the following vote (requires four-fifths vote of approval):

AYES: SUPERVISORS

NOES: SUPERVISORS

ABSENT: SUPERVISORS

\_\_\_\_\_  
Chair of the Board

ATTEST:

\_\_\_\_\_  
Clerk of the Board

APPROVED AS TO FORM:

 10.26.01  
\_\_\_\_\_  
County Counsel

APPROVED AS TO ACCOUNTING DETAIL:

 4/10/02  
\_\_\_\_\_  
Auditor-Controller

Distribution:

Auditor-Controller  
County Counsel  
County Administrative Officer  
Originating Department

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**COUNTY OF SANTA CRUZ**  
**REQUEST FOR APPROVAL OF AGREEMENT**

TO: Board of Supervisors  
County Administrative Office  
Auditor **Controller**

FROM: Personnel (Department)  
BY: [Signature] (Signature) 2/27/02 (Date)  
Signature certifies that appropriations/revenues are available

AGREEMENT TYPE (Check One)

Expenditure Agreement ☐

Revenue Agreement ☐

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of same.

1. Said agreement is between the Personnel Department (Department/Agency)  
and Fox Lawson & Associates, P.O. Box 32985, Phoenix, AZ 85064 (Name/Address)
2. The agreement will provide Professional Consulting Services to conduct a total compensation survey of 58 general representative classifications
3. Period of the agreement is from April 16, 2002 to June 30, 2002
4. Anticipated Cost is \$ 30,000.00 ☐ Fixed ☐ Monthly Rate ☐ Annual Rate ☒ Not to Exceed
- Remarks: Appropriations would result from approval of attached AUD74

5. Detail: ☐ On Continuing Agreements List for FY      -     , Page CC-     Contract No:      OR ☒ 1<sup>st</sup> Time Agreement
- ☐ Section II No Board letter required, will be listed under Item 8
- ☐ Section III Board letter required
- ☐ Section IV Revenue Agreement

6. Appropriations/Revenues are available and are budgeted in      (Index)      (Sub object)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, (ATTACHED COMPLETED AUD-74) OR AUD-60

Appropriations are available and will be encumbered.

Contract No: 12725  
By: [Signature] Date: 2/27/02  
Auditor-Controller Deputy

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize      (Dept/Agency Head) to execute on behalf of the      (Department/Agency)

Date 3/5/02

By: [Signature]  
County Administrative Office

Distribution:

Board of Supervisors - White  
Auditor Controller - Canary  
Auditor-Controller - Pink  
Department - Gold

State of California  
County of Santa Cruz

I      ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz, State of California, do hereby certify that the foregoing request for approval of agreement was approved by said Board of Supervisors as recommended by the County Administrative Office by an order duly entered in the minutes of said Board on      20    

ADM - 29 (8/01)  
Title II, Section 300 Proc Man

By: Deputy Clerk

AUDITOR-CONTROLLER USE ONLY

CO	\$	Document No.	JE Amount	Lines	H/TL	Keyed By	Date
TC110	\$						
Auditor Description			Amount	Index	Sub object	User Code	

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**INDEPENDENT CONTRACTOR AGREEMENT**

THIS CONTRACT is entered into this \_\_\_\_ day of \_\_\_\_\_, 2002, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and Fox Lawson & Associates, hereinafter called CONTRACTOR. The parties agree as follows:

1. **DUTIES.** CONTRACTOR agrees to exercise special skill to accomplish the following results: A total compensation survey of the county's 58 general representation unit benchmark classifications with the county's 8 comparable counties in the manner prescribed in the county's "Request for Proposals For Total Compensation Survey" issued December 28, 2001 attached hereto and incorporated herein by reference for the County of Santa Cruz Personnel Department.

2. **COMPENSATION.** In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: Payment not to exceed Thirty thousand dollars (\$30,000.00) processed for payment in full after project completion, receipt of invoice, and approval of project manager.

3. **TERM.** The term of this contract shall be: April 16, 2002 through June 30, 2002.

4. **EARLY TERMINATION.** Either party hereto may terminate this contract at any time by giving thirty (30) days written notice to the other party.

5. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.** CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 5 and 6 shall include, without limitation, its officers, agents, employees and volunteers) from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTORS performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property(ies) of CONTRACTOR and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

6. **INSURANCE.** CONTRACTOR, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be excess of CONTRACTOR'S insurance coverage and shall not contribute to it.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain Independent Contractor's Insurance as to each subcontractor or otherwise provide evidence of insurance coverage from each subcontractor equivalent to that required of CONTRACTOR in this Agreement, unless CONTRACTOR and COUNTY both initial here \_\_\_\_/\_\_\_\_.

A. Types of Insurance and Minimum Limits

(1) Worker's Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if the CONTRACTOR has no employees and certifies to this fact by initialing here \_\_\_\_\_

(2) Automobile Liability Insurance for each of CONTRACTORS vehicles used in the performance of this Agreement, including owned, non-owned (e.g. owned by CONTRACTOR'S employees), leased or hired vehicles, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage shall not be required if vehicle use by the CONTRACTOR is not a material part of performance of this Agreement and CONTRACTOR and COUNTY both certify to this fact by initialing here \_\_\_\_/\_\_\_\_.

(3) Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.

(4) Professional Liability Insurance in the minimum amount of \$\_\_\_\_\_ combined single limit, if, and only if, this Subparagraph is initialed by CONTRACTOR and COUNTY \_\_\_\_/\_\_\_\_.

B. Other Insurance Provisions

(1) If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees to maintain the required coverage for a period of three (3) years after the expiration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. CONTRACTOR may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

(2) All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause:

"The County of Santa Cruz, its officials, employees, agents and volunteers are added as an additional insured as respects the operations and activities of, or on behalf of, the named insured performed under Agreement with the County of Santa Cruz."

(3) All required insurance policies shall be endorsed to contain the following clause: "This insurance shall not be canceled until after thirty (30) days prior written notice has been given to:

Santa Cruz County  
Personnel Department  
Attn: Gerald L. Dunbar  
701 Ocean Street, Room 310  
Santa Cruz, CA 95060



(4) CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COUNTY on or before the effective date of this Agreement with Certificates of Insurance for all required coverages. All Certificates of Insurance shall be delivered or sent to:

Santa Cruz County  
Personnel Department  
Attn: Gerald L. Dunbar  
701 Ocean Street, Room 310  
Santa Cruz, CA 95060

7. EQUAL EMPLOYMENT OPPORTUNITY. During and in relation to the performance of this Agreement, CONTRACTOR agrees as follows:

A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

B. If this Agreement provides compensation in excess of \$50,000 to CONTRACTOR and if CONTRACTOR employees fifteen (15) or more employees, the following requirements shall apply:

(1) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR'S solicitation of goods and services. Definitions for Minority/Women/Disabled Business Enterprises are available from the COUNTY General Services Purchasing Division.

(2) The CONTRACTOR shall furnish COUNTY Affirmative Action Office information and reports in the prescribed reporting format (PER 4012) identifying the sex, race, physical or mental disability, and job classification of its employees and the names, dates and methods of advertisement and direct solicitation efforts made to subcontract with Minority/Women/Disabled Business Enterprises.

(3) In the event of the CONTRACTOR'S non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further agreements with the COUNTY.

(4) The CONTRACTOR shall cause the foregoing provisions of this Subparagraph 7B. To be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

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a. **INDEPENDENT CONTRACTOR STATUS.** CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

**PRINCIPAL TEST:** The CONTRACTOR rather than COUNTY has the right to control the manner and means of accomplishing the result contracted for.

**SECONDARY FACTORS:** (a) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the COUNTY supplies the instrumentalities, tools and work place; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COUNTY; (i) CONTRACTOR and COUNTY believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The COUNTY conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors which indicate that CONTRACTOR is an independent contractor.

By their signatures to this Agreement, each of the undersigned certifies that it is his or her considered judgment that the CONTRACTOR engaged under this Agreement is in fact an independent contractor.

9. **NONASSIGNMENT.** CONTRACTOR shall not assign the Agreement without the prior written consent of the COUNTY.

10. **ACKNOWLEDGMENT.** CONTRACTOR shall acknowledge in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to the CONTRACTOR.

11. **RETENTION AND AUDIT OF RECORDS.** CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement.

12. **PRESENTATION OF CLAIMS.** Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.

13. **ATTACHMENTS,** This Agreement includes the following attachments:

Attachment A – Amendment of Comprehensive or Commercial General Liability Insurance Requirement

Attachment B – Request For Proposal dated 12/28/2001

14. **LIVING WAGE.** This agreement is covered under Living Wage provisions if this section is initialed by COUNTY\_\_\_\_\_

I'

This agreement is subject to the provisions of Santa Cruz County Code Chapter 2.122, requiring payment of a living wage to covered employees, if item #14 above is initialed by the COUNTY. Non-compliance during the term of the contract will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

If a contract for Living Wage covered services in excess of \$50,000 is terminated prior to its expiration, any new contract with a subsequent contractor for the same services must include this term:

“CONTRACTOR shall make best efforts to offer employment to qualified employees of the prior contractor for the performance of this contract. Such efforts shall not be required in regard to employees who are (1) exempt under the Fair Labor Standards Act, (2) family members of the prior contractor, (3) employed by the prior contractor for less than six months, or (4) convicted of a job-related or workplace crime. Upon request by the COUNTY, the CONTRACTOR shall demonstrate to the COUNTY that good faith efforts have been made to comply with this provision.”

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

**1. CONTRACTOR**

**3. COUNTY OF SANTA CRUZ**

By: \_\_\_\_\_  
SIGNED

By: \_\_\_\_\_  
SIGNED

\_\_\_\_\_  
Bruce Lawson  
PRINTED

\_\_\_\_\_  
Dania Torres Wong  
PRINTED

Company Name: Fox Lawson & Associates

Address: P.O.Box 32985  
Phoenix, AZ 85064-2985

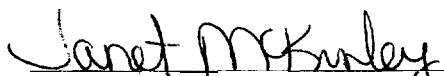
Telephone: (602) 840-1070

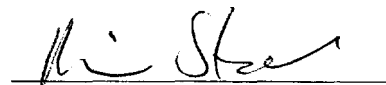
Fax: (602) 840-1071

Email: blawson@foxlawson.com

**2. APPROVED AS TO INSURANCE:**

**4. APPROVED AS TO FORM:**

  
Janet McKinley  
Risk Management 2-27-2002

  
Miriam L. Stompler  
County Counsel

**DISTRIBUTION:**

- General Services Department
- Auditor-Controller
- Risk Management
- Fox Lawson & Associates

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**Attachment A**  
**AMENDMENT OF COMPREHENSIVE OR COMMERCIAL**  
**GENERAL LIABILITY INSURANCE REQUIREMENT**

Subparagraph 6A(3) of Contract No. \_\_\_\_\_, dated \_\_\_\_\_, by and between the County of Santa Cruz (hereinafter called COUNTY) and Fox Lawson & Associates (hereinafter called CONTRACTOR) is amended to read as follows:

\_\_\_\_\_/\_\_\_\_\_ 1. Guest Speaker Waiver  
CONTRACTOR represents to COUNTY that it will accomplish the result required by this Agreement by manner and means similar to those employed by a guest speaker, namely by oral and documentary presentation to a group of persons such that no person will be exposed to reasonably foreseeable risk of personal injury or property damage. In reliance thereon, COUNTY amends the Comprehensive or Commercial General Liability Insurance Requirement of said Agreement by waiving same.

\_\_\_\_\_/\_\_\_\_\_ 2. Teacher, Instructor, Trainer Waiver  
CONTRACTOR represents to COUNTY that it will accomplish the result required by this Agreement by manner and means similar to those employed by a teacher, instructor, or trainer and subject to the following limitations: (1) the results will be accomplished entirely within a classroom setting; (2) no minors will be involved; and (3) no person will be exposed to reasonable foreseeable risk of personal injury or property damage. In reliance thereon, COUNTY amends the Comprehensive or Commercial General Liability Insurance requirements of said Agreement by waiving same.

\_\_\_\_\_/\_\_\_\_\_ 3. General No Risk Waiver  
CONTRACTOR represents to COUNTY that it will accomplish the result required by this Agreement by manner and means which will expose no person to reasonably foreseeable risk of personal injury or property damage, namely as follows:

By telephonic and internet gathering; of data such that no person will be exposed to reasonably foreseeable risk of personal injury or property damage.

In reliance thereon, COUNTY amends the Comprehensive or Commercial General Liability Insurance requirements of said Agreement by waiving same.

The above paragraph(s) shall be operative if initialed by both parties in the space provided, effective April 16, 2002.

By: \_\_\_\_\_  
Fox Lawson & Associates  
CONTRACTOR

By: \_\_\_\_\_  
COUNTY OF SANTA CRUZ

**COUNTY OF SANTA CRUZ**  
**REQUEST FOR PROPOSALS**  
**FOR TOTAL COMPENSATION STUDY**

Issue date: December 28, 2001

Last day to submit RFP: February 1, 2002

The County of Santa Cruz is requesting proposals for consulting services to conduct a comprehensive compensation study for its General Representation Unit. There are about 1800 employees in this unit representing approximately 350 classifications, all of which are represented by Service Employees International Union (SEIU) Local 415.

The County has entered into a joint Labor/Management Compensation Review Committee for the purposes of preparing for negotiations. The Board of Supervisors has established eight comparison counties and the Labor/Management Committee is in the process of finalizing the benchmark classifications for compensation analysis. It is the intent of this committee to utilize compensation data collected under standard survey practices comparing total compensation packages.

The contract with this employee group expires in September 2002 and the County intends to start formal negotiations with SEIU in mid May 2002.

**SCOPE OF THE PROJECT**

The consultant will provide total compensation package analysis for the 57 mutually agreed upon benchmark classifications with specified data collected from the eight comparison counties.

The comparison counties are:

Santa Clara  
Marin  
Sonoma

Monterey  
Napa  
Solano

San Mateo  
Contra Costa

**Project Specifics:**

- Conduct the comprehensive compensation survey. **(A list of the specific data to be collected is included on page 2 of this RFP).**
- Assist the Labor/Management committee in finalizing the benchmark classifications.
- A list (Attachment A) of the 58 benchmark classifications is attached

**REQUIRED SURVEY DATA**i) **CLASSIFICATION**

- (1) Title and copy of class specifications for each of the comparable classifications
- (2) Number of positions in the classification
- (3) Number of FTE (full time equivalents) in the classification

ii) **COMPENSATION**

- (1) Contract expiration date
- (2) Date of last increase
- (3) Amount of increase
- (4) Current Top Step (as of March 15, 2002)
- (5) Next scheduled increase
- (6) % increase scheduled
- (7) Any additional scheduled increases
- (8) % increase scheduled

iii) **BENEFITS**(a) **Retirement**

- 1. \$ Amount or % paid by County  
(For those counties under the 1937 Act retirement system, any employee retirement contribution should be based on an employee with an age of entry of age 35.)
- 2. \$ Amount or % paid by employee
- 3. System (e.g. PERS) and formula (e.g. 2% at 55)
- 4. Social Security
- 5. Any other retirement

(b) **Medical Plan**

- 1. \$ Amount or % paid by County for employee +2
- 2. \$ Amount or % paid by employee for employee +2
- 3. List available plans

(c) **Dental Plan**

- 1. \$ Amount or % paid by County for employee +2
- 2. \$ Amount or % paid by employee for employee +2

(d) **Vision Plan** (employee only or family)

- 1. \$ Amount or % paid by County for employee +2
- 2. \$ Amount or % paid by employee for employee +2

(e) **Retiree Medical**

- 1. \$ Amount paid by County

(f) **Miscellaneous Benefits**

- 1. Disability Insurance
  - i. Long Term \$Amount or % paid by the County
  - ii. Short Term
  - iii. List available plans
- 2. Life Insurance
  - i. Provider name
- 3. Tax Deferred plan
- 4. Education Reimbursement
- 5. Car Allowance
- 6. License Reimbursement
- 7. Housing Allowance/Housing Assistance "
- 8. Shift Differential
- 9. Employee Assistance Program
- 10. Bilingual Pay

iv) **LEAVE BENEFITS**

- (a) Holidays: Number per year
- (b) Sick Leave: please describe (number of hours per year)
- (c) Vacation: please describe (number of hours per year)
- (d) Other types of leave: please describe
- (e) Annual Leave: please describe
- (9) Leave Buy Back (Option to sell unused leave for cash at end of year)
- (g) Others: please specify

- The consultant is to identify class titles and collect job descriptions for classifications that most closely match each of the benchmark classifications. Notations should be made in the report specifying reasons any class has been excluded in the survey data. (A copy of the class specification for each benchmark class will be provided upon execution of the contract.)
- Collect job descriptions from each county for each comparable benchmark classification.
- Calculate the **Total Direct County Cost** for each benchmark classification from each of the eight counties.
- Average the **Total Direct County Cost** data from all counties for each benchmark classification using an EXCEL or similar spreadsheet format. Determine the percent difference between Santa Cruz County cost and the average of the comparison counties. (The attached **sample** spreadsheet (Attachment B) demonstrates how the data may be analyzed for each benchmark classification.)
- Present non-cost and benefit related information in an easy to understand format.
- Present draft report to Labor-Management Committee for final input and comments
- Present final report to Board of Supervisors and SEIU Executive Director
- Submit ten printed copies of the final report plus one electronic copy of report, including the EXCEL (or similar) spreadsheet supporting the findings.

### **Project Calendar**

Deadline for proposals	February 1, 2002
Committee interviews (as needed)	February 11-15
Board of Supervisor approves contract	February 26 or March 5
Start of project – meet with consultant	March 6
Consultant presents draft report to Labor/Management Committee	April 15
Deliver final report	May 1
Consultant presents final report to Board of Supervisors	May 21

## **REQUESTED RESPONSES**

Please answer the following questions and submit one (1) original proposal and 10 copies (unbound, 8 1/2 X 11" recycled white paper) to:

Santa Cruz County Personnel  
701 Ocean Street Rm. 310  
Santa Cruz, CA 95060

**Deadline for proposal is 5 :00 p.m. on February 1, 2002**

### **I. Consultant Qualifications**

- A. Provide a list of the principal(s) who will perform the work, along with a description of qualifications and recent, similar experience.
- B. Describe your corporate qualifications and history of your firm.

### **II. Consultant's Experience/References**

Experience with public sector agencies (in a unionized environment) is preferred. In responding to the following questions, please highlight your experience with public sector clients. Provide the names of five (5) clients for whom your company has provided similar services. Include the name of the client's company, the name of a contact person, and the phone number. At least two (2) clients must be for services performed within the last year.

### **III. Proposed Plan for the Project**

- A. Provide a detailed work program of how you will perform this assignment. Fully outline your data collection and analysis methodology including the study objective, end-products, processes and procedures.
- B. Acknowledge the project calendar for each phase of the work plan.

### **IV. Project Cost**

Submit a detailed cost for all services described in this Request for Proposal, and/or the services you propose.

### **Pre-proposal Assistance:**

Questions regarding development of a proposal should be directed to:  
Gerald L. Dunbar, Deputy Director of Personnel, (831) 454-2937 or email at [gerald.dunbar@co.santa-cruz.ca.us](mailto:gerald.dunbar@co.santa-cruz.ca.us)



## EVALUATION OF PROPOSALS

A committee representing labor and management will evaluate the proposals. The committee will evaluate the written proposals as follows:

	<u>Criteria</u>	<u>Weight</u>
1.	Consultants qualifications Experience and references	40%
2.	Proposed Plan for the Project	20%
3.	cost	40%

The selection committee may invite finalists for an interview prior to selection.

## IMPORTANT NOTICE OF INSURANCE REQUIREMENTS

**Attachment C** to this Request for Proposal details the proposed County insurance requirements to be incorporated in the final contract with the Contractor ultimately selected for this project.

If you do not currently carry the type/limit of insurance in Attachment C, please submit your proposal with any differences clearly noted. Indicate whether you would be able to obtain the proposed insurance and at what (if any) additional cost in relation to your base proposal. Finally, please indicate any other problems you or your insurance carriers may have with the proposed insurances and why.

It is recommended that you provide a copy of Attachment C to your insurance broker(s) for review. Should either you or your broker have questions regarding any of the provisions in Attachment C, call Risk Management at (831) 454-2246.

The insurance provisions shown may or may not be modified, based on factors unique to this project and the proposals received. It is suggested that your firm not construe these insurance provisions as a reason not to submit a proposal at all. However, for the County to give you fair consideration, please be specific about what insurance you can/cannot provide and any other concerns.

Attachments:

- A. List of draft benchmark classifications
- B. Sample cost data presentation

## Benchmark Classifications

General Representation Unit  
December 28, 2001

1. Typist Clerk II
2. Personnel Clerk
3. Appraiser II
4. Secretary
5. Child Support Officer
6. Account Clerk
7. Real Property Agent
8. Custodian
9. Civil Engineer
10. Cook
11. Planner II
12. Building Maintenance Worker II
13. Automotive Technician
14. Heavy Equipment Mechanic II
15. Sanitation Maintenance Worker II
16. Treatment Plant Operator
17. Public Works Maintenance Worker II
18. Public Works Maintenance Worker III
19. Communications Technician II
20. Clinical Lab Technician
21. Public Health Microbiologist
22. Radiology Technologist
23. Community Health Worker II
24. Health Educator
25. Pharmacist
26. Detention Registered Nurse
27. Public Health Nurse II
28. Physician Assistant/Nurse Practitioner
29. Therapist - Physically Disabled
30. Clinical Physician- HSA
31. Psychiatrist
32. Welfare Fraud Investigator II
33. Eligibility Worker II
34. Employment Training Specialist II
35. Senior Mental Health Client Specialist
36. Social Worker II
37. Senior Social Worker
38. Veterans Services Representative
39. Deputy Probation Officer II
40. Group Supervisor II
41. Clinical Psychologist
42. Agriculture Weights and Measurements Inspector II
43. Environmental Health Specialist
44. Building Permit Technician II
45. Building Inspector II
46. Accountant II
47. Auditor III
48. Auditor-Appraiser II
49. Computer Operations Technician III
50. Data Processing Program Analyst
51. Senior System Software Analyst
52. Buyer
53. Elections Coordinator
54. Pharmacy Technician
55. Warehouse Worker
56. Administrative Aide
57. Recreation Coordinator
58. Sheriffs Records Clerk

**Class. POSITION TITLE**  
Data as of: DATE

Agency	Class	Salary Effective Date	Top Step	Employer Pays For EE's Share of Retirement	% - Employer Pays For EE's Share of Retirement	FICW	Agency for EE+2> Health	Dental	Life	Vision	JTD	TOTAL DIRECT COUNTY COST
<b>COUNTIES</b>												
Contra Costa												\$0
Marin												\$0
Monterey												\$0
Napa												\$0
San Mateo												\$0
Santa Clara												\$0
Solano												\$0
Sonoma												\$0

<b>AVERAGE:</b>	0	0	0.00%	0	0	0	0	0	0	0	0	\$0
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County - Santa Cruz												\$0
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<b>% DIFFERENCE:</b>	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
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Notes:

## Next Scheduled Increases

Agency	Effective Date	Amount
Contra Costa		
Marin		
Monterey		
Napa		
San Mateo		
Santa Clara		
Santa Cruz		
Solano		
Sonoma		