

**MEMORANDUM
PERSONNEL DEPARTMENT
COUNTY OF PLACER**

TO: Board of Supervisors
FROM: Nancy Nittler, Personnel Director *NN*
DATE: December 19, 2006
SUBJECT: Authorize the County Executive Officer to sign Consultant Services Contract

ACTION:

Authorize the County Executive Officer to sign a consultant services contract for human resource services provided by Mary Egan for the Department of Health and Human Services.

BACKGROUND:

The Placer County Personnel Department currently has an existing contract with Mary Egan Consulting to provide human resource consultant services for the Department of Health and Human Services (HHS). The current contract will be exhausted and a new contract has been created to continue services provided by Mary Egan. Health and Human Services and Personnel are requesting to continue these services through calendar year 2007. A copy of the contract is attached.

Ms. Egan has done an exceptional job working with HHS Department Management, Personnel staff and HHS employees. Significant progress has been made in the area of managing personnel-related activities and in the training of managers and supervisors in sound personnel practices. Ms. Egan also provides assistance to the executive staff within HHS on matters related to organizational structure, workforce planning, recruitment strategies, and human resource management. In addition, Ms. Egan provides technical expertise and guidance to Personnel Department staff assigned to HHS and through their efforts, HHS has experienced a significant improvement in the filling of positions and the recruitment of highly qualified staff from other agencies.

Hiring a full-time benefited employee into the approved and funded Personnel Services Manager allocation would cost more than the recommended contract and would reduce the County's flexibility to respond any changes in funding that HHS may experience. Accordingly, HHS will keep the Personnel Services Manager position vacant until such time as the Mary Egan Consultant services have been concluded.

FISCAL IMPACT:

The total contract is for an amount not to exceed \$100,000. The estimated cost for fiscal year 2006/2007 is \$53,000. The Personnel Department has an approved budget for \$292,117 in fiscal year 2006/2007 for personnel staff services conducted on behalf of Health and Human Services. This budget reflects 4 full time equivalent allocations with the Personnel Services Manager position representing approximately \$130,000 on an annual basis. The \$53,000 for the remainder of this calendar year can be absorbed within the already approved budget. The estimated cost for fiscal year 2007/2008 is \$47,000 and will be submitted in the HHS and Personnel Department budgets.

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT MADE AND ENTERED BY AND BETWEEN the COUNTY OF PLACER, hereinafter referred to as "COUNTY," and Mary Egan Consulting, hereinafter referred to as "SECOND PARTY."

WHEREAS, the COUNTY is desirous of receiving certain professional services related to consulting, research, investigation, analysis and other human resources services as requested by the County or otherwise required by law:

WHEREAS, SECOND PARTY is willing to perform such services;

NOW, THEREFORE, for and in consideration of the mutual promises and agreements herein contained, it is agreed by and between the parties hereto as follows:

1. SCOPE OF WORK. COUNTY hereby hires SECOND PARTY as an independent contractor to do that work set forth in the exhibit entitled "Scope of Work and Payment Schedule" attached hereto as Exhibit A and incorporated herein by this reference.
2. AMENDMENT OF SCOPE OF WORK. Said Scope of Work may be amended with written approval; however, in no event shall such amendments create any additional liability to COUNTY, or additional compensation to SECOND PARTY except as set forth in this or the amended agreement.
3. PROGRESS REPORTS. SECOND PARTY shall submit such progress reports as may be requested by COUNTY.
4. AMOUNT OF PAYMENT. COUNTY shall pay SECOND PARTY for services, and reasonable costs and expenses incurred, as set forth in the "Scope of Work and Payment Schedule", up to a maximum of \$100,000.00. This amount is the initial authorization, and additional expenditures, if any, may be authorized by the COUNTY when requested and approved in advance.
5. PAYMENT SCHEDULE. Payments shall be made to SECOND PARTY as set forth in the exhibit entitled "Scope of Work and Payment Schedule" attached hereto in Exhibit A. Payment will be made following the completion and acceptance of work set forth in the Payment Schedule.
6. RECORDS. SECOND PARTY shall maintain at all times complete detailed records with regard to work performed under this Agreement in a form acceptable to COUNTY, and COUNTY shall have the right to inspect such records at any reasonable time. Notwithstanding any other terms of this Agreement, no payments shall be made to SECOND PARTY until COUNTY is satisfied that work of such value has been rendered pursuant to this Agreement.
7. EMPLOYEES OF SECOND PARTY. All persons performing services for SECOND PARTY shall be independent contractors or employees of SECOND PARTY and not employees of COUNTY. SECOND PARTY shall be solely responsible for the salaries and other applicable benefits, including Workers' Compensation, of all such personnel.
8. NONASSIGNABILITY. This Agreement, rights and duties thereunder shall not be assigned in whole or in part without the express written consent of the COUNTY.

9. HOLD HARMLESS. SECOND PARTY agrees to protect, defend, indemnify, and hold PLACER COUNTY free and harmless from any and all losses, claims, liens, not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by PLACER COUNTY arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the COUNTY) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the contract or agreement. SECOND PARTY agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of SECOND PARTY. SECOND PARTY also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against SECOND PARTY or the COUNTY or to enlarge in any way SECOND PARTY'S liability solely to provide for indemnification of PLACER COUNTY from liability for damages or injuries to third persons or property arising from SECOND PARTY'S performance pursuant to this contract or agreement.

As used above, the term PLACER COUNTY means Placer County or its officers, agents, employees, or volunteers.

10. INSURANCE. SECOND PARTY shall file with COUNTY a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A: VII showing.

A. Worker's Compensation and Employers Liability Insurance: Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than five hundred thousand dollars (\$1,000,000) each accident for bodily injury by accident, five hundred thousand dollars (\$1,000,000) policy limit for bodily injury by disease, and five hundred thousand dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to CONSULTANT'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the County of Placer."

SECOND PARTY shall require all SUBCONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

B. General Liability Insurance:

(1.) Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CONSULTANT, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

(a.) Contractual liability insuring the obligations assumed by CONSULTANT in this Agreement.

- (2.) One of the following forms is required:
- (a.) Comprehensive General Liability;
 - (b.) Commercial General Liability (Occurrence); or
 - (c.) Commercial General Liability (Claims Made).

C. If SECOND PARTY carries a Comprehensive General Liability policy; the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:

- One million dollars (\$1,000,000) each occurrence
- One million dollars (\$1,000,000) aggregate

D. If SECOND PARTY carries a Commercial General Liability (Occurrence) policy:

(1) The limits of liability shall not be less than:

- One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
- One million dollars (\$1,000,000) for Products-Completed Operations
- One million dollars (\$1,000,000) General Aggregate

(2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).

E. Special Claims Made Policy Form Provisions:

SECOND PARTY shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of COUNTY, which consent, if given, shall be subject to the following conditions:

(1) The limits of liability shall not be less than:

- One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
- One million dollars (\$1,000,000) aggregate for Products Completed Operations
- One million dollars (\$1,000,000) General Aggregate

(2) The insurance coverage provided by CONSULTANT shall contain language providing coverage up to six (6) months following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims made policy.

11. **ENDORSEMENTS:** Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

A. "The County of Placer, its officers, agents, employees, and volunteers are to be covered as insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."

B. "The insurance provided by the SECOND PARTY, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any

insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."

C. "This policy shall not be canceled or materially changed without first giving thirty (30) days' prior written notice to the County of Placer."

12. AUTOMOBILE LIABILITY INSURANCE. Automobile Liability insurance covering bodily injury and property damage in an amount no less than three hundred thousand dollars (\$300,000) per occurrence, five hundred thousand dollars (\$500,000) aggregate limit for each occurrence.

Covered vehicles should include owned, non-owned, and hired automobiles/trucks.

13. Professional Liability Insurance (Errors and Omissions) 1) Professional Liability Insurance for Errors and Omissions coverage shall be provided in the amount of not less than One Million dollars (\$1,000,000) in aggregate. 2) The insurance coverage provided by Consultant shall contain language providing coverage up to six (6) months following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims made policy.

14. CANCELLATION. This Agreement may be cancelled by COUNTY upon the giving of TEN- (10) day's advance written notice. Such notice shall be personally served or given by United States Mail. In the event of cancellation by COUNTY or SECOND PARTY, SECOND PARTY shall be paid for all work performed and all reasonable expenses incurred to date of cancellation.

15. ANTI DISCRIMINATION PROVISION. The County of Placer will not tolerate discrimination, harassment, or retaliation, of a Placer County employee, job applicant, volunteer, or person providing services pursuant to a contract by a contractor and/or a contractor's employee, subcontractor and/or subcontractor's employee on the basis of race, religion, color, national origin, ancestry, disability, medical condition, marital status, pregnancy, sexual orientation, sex, including gender or age.

Contractors, contractor's employees, subcontractors and/or subcontractor's employees found to be participating in any form of illegal discrimination, harassment, or retaliation, against any employee, job applicant, volunteer, or person providing services pursuant to a contract by a contractor shall constitute a material breach of this contract and shall entitle County to exercise all remedies available for breach of contract.

15. TERM. The term of this Agreement shall cover the period beginning December 1, 2006, and continue until the services contemplated in the Scope of Work, attached hereto as Exhibit "A," are completed, unless otherwise ended pursuant to paragraph 11 above.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CONSULTANT:

By: Mary Egan Date: 12/8/06
Mary Egan

COUNTY OF PLACER:

By: _____ Date: _____
Thomas Miller, County Executive

APPROVED AS TO FORM:

By: Mark Rathe Date: 12/7/06
Mark Rathe, Deputy County Counsel

APPROVED:

By: Nancy Nittler Date: 12/11/06
Nancy Nittler, Personnel Director

EXHIBIT A
SCOPE OF WORK AND PAYMENT SCHEDULE

SCOPE OF THE PROJECT

The work program detailed below shall constitute the scope of work to achieve the following objectives:

Provide professional and technical guidance to HHS and Personnel department staff and managers on personnel-related matters; act as a liaison between the Personnel and HHS departments.

Provide mentoring and training to HHS Directors on principles and practices of personnel management.

Participate in the development and implementation of HHS goals and objectives related to staffing requirements and personnel administration.

Provide guidance to staff assigned to HHS personnel operations; recommend improvements and modifications, prepare reports on status of assigned projects, operations, and activities.

Provide staff training on personnel-related matters such as performance management and discipline.

Attend meetings with the Personnel Department, County Executive Office and other departments as needed for implementation of effective personnel practices.

Provide assistance with interpreting, applying and complying with applicable federal, state and local laws, rules and regulations.

PAYMENT SCHEDULE

Fees for professional services will be billed at the rate of \$7,500 per month not to exceed the total contract amount of \$100,000. Project related expenses such as travel, long distance telephone, and copying/printing would be billed separately on an as necessary basis with a "not to exceed" cost of \$500.00. Professional and related costs and reimbursable expenses would be billed and paid monthly.

