Meeting Date: June 10, 2020
By: Kevin Lee, District Director
Exhibit 13.1

TITLE:
Authorize the Director to enter into an Agreement with Eide Bailey in the amount not to exceed $38,700

DISCUSSION/INFORMATION:
The District will renew its CPA Agreement with Eide Bailey because Platinum Consulting Group has merged with Eide Bailey.

The District Attorney reviewed the Agreement.

RECOMMENDATION:
That the Board authorize the Director to enter into an Agreement with Eide Bailey in the amount not to exceed $38,700
AGREEMENT FOR SERVICES
BY AND BETWEEN
THE BANNING LIBRARY DISTRICT
AND
EIDE BAILLY LLP

THIS AGREEMENT is entered into as of this __ day of June, 2020, by and between the Banning Library District, a California Special District ("District") and Eide Bailly LLP, a Minnesota Limited Liability Partnership ("Consultant"). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

WHEREAS, District has sought the performance of Certified Public Accounting (CPA) services and entered into an Agreement with Platinum Consulting Group on or about May 17, 2019 to perform CPA services through May 17, 2020 ("Platinum Agreement"), attached hereto and incorporated herein as Exhibit C; and

WHEREAS, on February 4, 2020, Consultant acquired certain assets of Platinum Consulting Group; and

WHEREAS, District desires to enter into a new Agreement with Consultant for the performances of services previously provided by Platinum Consulting Group in order to maintain the services of former Platinum Consulting Group personnel; and

WHEREAS, District desires the Term of Agreement in the Platinum Agreement to continue with Consultant; and

WHEREAS, District desires the remaining Compensation from the Platinum Agreement be continued with Consultant; and

WHEREAS, the Parties desire to formalize the selection of Consultant for performance of services defined and described particularly in Section 2 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and for other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. TERM OF AGREEMENT

(a) Subject to the provisions of Section 4 "Suspension or Termination of Agreement Without Cause" of this Agreement, the Term of this Agreement shall be from February 4, 2020 to June 30, 2021.
(b) This Agreement shall supersede and replace all prior agreements, including, but not limited to, the Agreement for Professional Consultant Services Accounting Consulting Services between the District and Platinum Consulting Group.

SECTION 2. SERVICES

(a) Consultant shall perform the services and tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

(b) Consultant shall at all times faithfully, competently and to the best of his or her ability, experience, and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

SECTION 3. PAYMENT

(a) The District agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the tasks described herein. The total compensation shall not exceed thirty eight thousand seven hundred dollars ($38,700.00), unless additional compensation is approved in writing in accordance with Section 17 of this Agreement.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the District Director. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by District Director and Consultant at the time District's written authorization is given to Consultant for the performance of said services. Consultant will submit invoices monthly for actual services performed. Invoices shall be submitted between the first and fifteenth business day of each month, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the District disputes any of Consultant's fees it shall give written notice to Consultant within 30 days of receipt of an Invoice of any disputed fees set forth on the invoice, and Consultant and the District shall thereafter meet and confer within ten (10) days after Consultant receives the District's written notice of dispute in an attempt to resolve the dispute.
SECTION 4. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

(a) The District may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days' prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the District suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the District shall pay the Consultant the actual value of the work performed in accordance with this Agreement up to the time of termination. Upon termination of the Agreement pursuant to this Section, the Consultant will submit a final invoice to the District pursuant to Section 3 setting forth the work performed through the date of termination.

SECTION 5. DEFAULT

(a) The Consultant’s failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, District shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement in the manner specified in subdivision (b), below. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant’s control, and without fault or negligence of the Consultant, it shall not be considered a default.

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

(c) If Consultant determines the District is in default in the performance of any of the terms or conditions of this Agreement, it shall serve the District with written notice of the default. The District shall have (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance, including payment of any unpaid monies. In the event the District fails to cure its default within such period of time, the Consultant shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.
SECTION 6. OWNERSHIP OF DOCUMENTS

(a) Consultant's work product which is prepared solely for the purposes of this Agreement, whether in hard copy or electronic form, shall become the property of District when Consultant has been fully compensated as set forth herein. Consultant may keep copies of all work product for its records.

(b) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by District that relate to the performance of Consultant's services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of Consultant's services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of District or its designees at reasonable times to such books and records, shall give District the right to examine and audit said books and records, shall permit District to make transcripts therefrom as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(c) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, computer files containing data generated for the work, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the District and may be used, reused or otherwise disposed of by the District without the permission of the Consultant. With respect to computer files containing data generated for the work, Consultant shall make available to the District, upon reasonable written request by the District, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

SECTION 7. INDEMNIFICATION

(a) Consultant shall indemnify, defend and save harmless the District its officers, officials, agents and employees from any and all claims, demands, damages, costs, expenses (including reasonable attorney’s fees), judgements or liabilities arising out of the negligent performance or attempted performance of the provisions hereof; including any willful or negligent act or omission to act on the part of the Consultant or his agents or employees or other independent contractors directly responsible to him to the fullest extent allowable by law. In the event any claim or action is brought against District relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which District might require.

(b) District shall indemnify, defend and save harmless the Consultant its officers, officials, agents and employees from any and all claims, demands, damages, costs, expenses (including reasonable attorney’s fees), judgements or liabilities arising
out of the negligent performance or attempted performance of the provisions hereof; including any willful or negligent act or omission to act on the part of the District or his agents or employees or other independent contractors directly responsible to him to the fullest extent allowable by law. In the event any claim or action is brought against Consultant relating to District’s performance under this Agreement, District shall render any reasonable assistance and cooperation which District might require.

SECTION 8. INSURANCE REQUIREMENTS

(a) Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

(i) Minimum Scope of Insurance. Coverage shall be at least as broad as:

(1) Insurance Services Office Commercial General Liability form No. CG 00 01 11 85 or 88.

(2) Insurance Services Office Business Auto Coverage form CA 00 01 06 92 covering Automobile liability, code 1 (any auto). If the Consultant owns no automobiles, a non-owned auto endorsement to the General Liability policy described above is acceptable.

(3) Worker’s Compensation insurance as required by the State of California and Employer’s Liability Insurance. If the Consultant has no employees while performing under this Agreement, worker’s compensation insurance is not required, but Consultant shall execute a declaration that it has no employees.

(4) Professional Liability Insurance shall be written on a policy form providing professional liability for the Consultant’s profession.

(ii) Minimum Limits of Insurance. Consultant shall maintain limits no less than:

(1) General Liability: One million dollars ($1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

(2) Automobile Liability: One million dollars ($1,000,000) per accident for bodily injury and property damage.

(3) Worker’s Compensation as required by the State of California; Employer’s Liability: One million dollars ($1,000,000) per accident for bodily injury or disease.
(4) Professional Liability coverage: One million ($1,000,000) per claim and in aggregate.

(iii) Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the District Director. At the option of the District Director, the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its officers, officials, employees and volunteers.

(iv) Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

(1) The District, its officers, officials, employees and volunteers are to be covered as additional insureds as respects: products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the District, its officers, officials, employees or volunteers.

(2) For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees and volunteers. Any insurance or self-insured maintained by the District, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

(3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the District, its officers, officials, employees or volunteers.

(4) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either Party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the District.

(5) Waiver of Subrogation Rights - Consultant shall require the carriers of Commercial General Liability, Automobile Liability and Worker's Compensation to waive all rights of subrogation against the District, and its officers, employees, agents and volunteers. Such insurance coverage provided shall not prohibit Consultant's employees or agents from waiving the right of subrogation prior to a loss or claim. Consultant hereby waives all rights of subrogation against the District.

(v) Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VIII, and admitted and licensed to do business in the State of California, unless otherwise acceptable to the District. Self-insurance shall not be considered to comply with these insurance requirements.

(vi) Verification of Coverage. Consultant shall furnish the District with certificates affecting coverage required by this clause. The endorsements are to be
signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before work commences. As an alternative to the District's forms, the Consultant's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

SECTION 9. INDEPENDENT CONTRACTOR

(a) Consultant is and shall at all times remain as to the District a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither District nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the District. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against District, or bind District in any manner.

(b) No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in this Agreement, District shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for District. District shall not be liable for compensation or indemnification (except as provided in Section 9(c)) to Consultant for injury or sickness arising out of performing services hereunder.

SECTION 10. LEGAL RESPONSIBILITIES

The Consultant shall keep itself informed of all local, state and federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. Consultant is responsible for compliance with the Patient Protection and Affordable Care Act (2010), and District shall not be obligated to provide any health care coverage to Consultant. The Consultant shall at all times observe and comply with all such ordinances, laws and regulations. The District, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

SECTION 11. RELEASE OF INFORMATION

(a) To the extent provided by law, all information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without District's prior written authorization. Consultant, its officers, employees, agents or subcontractors, shall not without written authorization from the District Director or unless requested by the District Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the District. Response to a subpoena or court
order shall not be considered "voluntary" provided Consultant gives District notice of such court order or subpoena.

(b) Consultant shall if lawful promptly notify District should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the District. District retains the right, but has no obligation, to be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Consultant. However, District's right to review any such response does not imply or mean the right by District to control, direct, or rewrite said response.

SECTION 12.  NOTICES

Any notices which either Party may desire to give to the other Party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the Party as set forth below or at any other address as that Party may later designate by Notice. Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

To District:  Banning Library District
Attn: District Director
21 Nicolet Street
Banning, California 92220

To Consultant:  Eide Bailly LLP
Attn: Cindy Byerrum, MPA, CPA
10681 Foothill Boulevard
Suite 300
Rancho Cucamonga, California 91730
SECTION 13. ASSIGNMENT

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the District. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the Banning Library District Board of Trustees and the Consultant.

SECTION 14. LICENSES

At all times during the term of this Agreement, Consultant shall have and maintain in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

SECTION 15. GOVERNING LAW

The District and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the Parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the Superior Court of the State of California for the County of Riverside, or if in federal court the United States District Court for the Central District of California, Eastern Division. Venue shall be established pursuant to local court rules.

SECTION 16. PROHIBITED INTEREST

No officer, or employee of the District shall have any financial interest, direct or indirect, in this Agreement, the proceeds thereof, the Consultant, or Consultant's sub-contractors for this project, during his/her tenure or for one year thereafter. The Consultant hereby warrants and represents to the District that no officer or employee of the District has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the Consultant or Consultant's subcontractors on this project. Consultant further agrees to notify the District in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement.

SECTION 17. AMENDMENTS

Any amendment to this Agreement will be effective only if it is in writing signed by all Parties to this Agreement.

SECTION 18. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the Parties relating to the obligations of the Parties described in this Agreement. All prior or contemporaneous
agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each Party is entering into this Agreement based solely upon the representations set forth herein and upon each Party's own independent investigation of any and all facts such Party deems material.

SECTION 19. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he or she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

SECTION 20. SEVERABILITY

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

SECTION 21. WAIVER

The delay or failure of either Party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.
SECTION 22. CONSTRUCTION

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

SECTION 23. COUNTERPARTS

This Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one AGREEMENT, which shall be binding upon and effective as to all parties.

SECTION 24. COSTS

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

SECTION 25. ATTORNEYS' FEES

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

[SIGNATURES ON FOLLOWING PAGE]
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first above written.

BANNING LIBRARY DISTRICT

Kevin Lee, District Director

ATTEST:

Alejandro Geronimc, District Secretary

EIDE BAILLY, LLP

Cindy Byerrum, MPA, CPA

Approved As to Form:

Algeria R. Ford, Interim General Counsel
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ALL-PURPOSE ACKNOWLEDGMENT NOTARY FOR CALIFORNIA

STATE OF CALIFORNIA )
COUNTY OF ____________ )

On ____________, 20__, before me, ____________________________, Name And Title Of Officer (e.g. "Jane Doe, Notary Public")

personally appeared ____________________________, Name of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

________________________________
Signature of Notary Public

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

CAPACIT(IES) CLAIMED BY SIGNER(S)

Signer's Name: ____________________________

☐ Individual
☐ Corporate Officer

☐ Partner(s) ☐ Limited
☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: ____________________________

Signer is representing:
Name Of Person(s) Or Entity(ies)

_________________________________________________________________________

DESCRIPTION OF ATTACHED DOCUMENT

Title Of Type Of Document

________________________________________

Number Of Pages

________________________________________

Date Of Document

________________________________________

Signer(s) Other Than Named Above
EXHIBIT A

TASKS TO BE PERFORMED

Consultant shall prepare an overall review of financial reports, policies, practices, and make recommendations within thirty (30) days for any necessary amendments to the scope of work set forth below.

Consultant shall utilize QuickBooks in scope of services for District.

Consultant shall be responsible for the following:
- Cash management and long-range financial planning
- Budget preparation
- Governing board reporting
- Recommend and monitor internal controls
- Bank reconciliation
- Review and approve all bank and investment account reconciliation
- Primary liaison with auditors
- Preparation of monthly financial statements
- Preparation of budget updates
- Preparation of reconciliations and financial statements/board packages
- Prepare 1099, state Controller's Reports and other regulatory filings
- Attendance at meetings of the Board of Trustees as needed

TASKS EXCLUDED

Consultant shall not be responsible for the following:
- Payroll
- Human resources
- Accounts receivable
- Accounts payable
- Prepare and file federal and state tax returns

Consultant shall not be responsible for auditing the District's accounting records or any documents.

Consultant will not be responsible for detecting fraud or errors. However, if in the scope of performing contracted services Consultant does become aware of errors or fraud, Consultant shall notify management immediately.
EXHIBIT B

PAYMENT RATES AND SCHEDULE

Billing shall be monthly on a time and materials basis to be paid in accordance with Section 3(b) of the Agreement. Travel time to and from District in excess of one hour each way billed. Mileage expenses shall be charged at the IRS rate.

Hourly rates for team members from execution of this Agreement to June 30, 2020 shall be as follows:

- Cindy Byerrum, CPA $175 per hour
- Cheryl Jubrey $115 per hour
- Ian Berg $110 per hour
- Scott Nelsen $100 per hour

Hourly rates for team members beginning July 1, 2020 through termination of this Agreement shall be as follows:

- Partner $185 per hour
- Senior Manager $165 per hour
- Manager $145 per hour
- Senior Accountant $115 per hour
- Staff Accountant $110 per hour
EXHIBIT C

PLATINUM AGREEMENT
AGREEMENT
FOR PROFESSIONAL CONSULTANT SERVICES
ACCOUNTING CONSULTING SERVICES

THIS AGREEMENT is made and effective as of May 21, 2019, between the Banning Library District, a public body ("District") and Platinum Consulting Group ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM. This Agreement shall commence on May 21, 2019, and shall remain and continue in effect through May 21, 2020, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES. Consultant shall perform the services and tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

3. PERFORMANCE. Consultant shall at all time faithfully, competently and to the best of his or her ability, experience, and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. (Intentionally Omitted)

5. PAYMENT.

a. The District agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B other than the scope of work to be performed, payment rates and schedule of payment are null and void. This amount shall not exceed $43,000.00 for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

b. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the Library Director. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by Library Director and Consultant at the time District's written authorization is given to Consultant for the performance of said services.

c. Consultant will submit invoices monthly for actual services performed. Invoices shall be submitted between the first and fifteenth business day of each month, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the District disputes any of consultant's fees it shall give written notice to Consultant within 30 days of receipt of an invoice of any disputed fees set forth on the Invoice, and Consultant and the District shall thereafter meet and confer within ten (10) days after Consultant receives the District's written notice of dispute in an attempt to resolve the dispute.
6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE.

a. The District may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the consultant at least ten (10) days’ prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the District suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

b. In the event this Agreement is terminated pursuant to this Section, the District shall pay to Consultant the actual value of the work performed in accordance with this Agreement up to the time of termination. Upon termination of the Agreement pursuant to this Section, the Consultant will submit a final invoice to the District pursuant to Section 4 setting forth the work performed through the date of termination.

7. DEFAULT.

a. The Consultant’s failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, District shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement in the manner specified in subdivision (b), below. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant’s control, and without fault or negligence of the Consultant, it shall not be considered a default.

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

c. If Consultant determines the District is in default in the performance of any of the terms or conditions of this Agreement, it shall serve the District with written notice of the default. The District shall have (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance, including payment of any unpaid monies. In the event the District fails to cure its default within such period of time, the Consultant shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

8. OWNERSHIP OF DOCUMENTS.

a. Consultant’s work product which is prepared solely for the purposes of this Agreement, whether in hard copy or electronic form, shall become the property of Client when Consultant has been fully compensated as set forth herein. Consultant may keep copies of all work product for its records.

b. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by District that relate to the performance of Consultant’s services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of Consultant’s services. All such records shall be maintained in accordance with generally accepted accounting principles and
shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of District or its designees at reasonable times to such books and records, shall give District the right to examine and audit said books and records, shall permit District to make transcripts there from as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

c. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, computer files containing data generated for the work, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the District and may be used, reused or otherwise disposed of by the District without the permission of the Consultant. With respect to computer files containing data generated for the work, Consultant shall make available to the District, upon reasonable written request by the District, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

9. **INDEMNIFICATION.**

a. The Consultant agrees to defend, indemnify, protect and hold harmless the District, its officers, officials, employees and volunteers from and against any and all claims, demands, losses, defense costs or expenses, including attorney fees and expert witness fees, or liability of any kind or nature which the District, its officers, agents and employees may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property arising out of Consultant's negligent or intentional acts or omissions arising out of or in any way related to the performance or non-performance of this Agreement, excepting only liability arising out of the negligence or intentional acts or omissions of the District or its officers, officials, employees or volunteers.

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

d. The District agrees to defend, indemnify, protect and hold harmless the Consultant, its officers, officials and volunteers from and against any and all claims, demands, losses, defense costs or expenses, including attorney fees and expert witness fees, or liability of any kind or nature which the Consultant, its officers, agents and employees may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property arising out of District's negligent or intentional acts or omissions arising out of or in any way related to the performance or non-performance of this Agreement, excepting only liability arising out of the negligence or intentional acts or omissions of the Consultant or its officers, officials, employees or volunteers.

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

10. **INSURANCE REQUIREMENTS.** Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.
a. Minimum Scope of Insurance. Coverage shall be at least as broad as:

(1) Insurance Services Office Commercial General Liability form No. CG 00 01 11 85 or 88.

(2) Insurance Services Office Business Auto Coverage form CA 00 01 08 92 covering Automobile Liability, code 1 (any auto). If the Consultant owns no automobiles, a non-owned auto endorsement to the General Liability policy described above is acceptable.

(3) Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance. If the Consultant has no employees while performing under this Agreement, worker's compensation insurance is not required, but Consultant shall execute a declaration that it has no employees.

(4) Professional Liability Insurance shall be written on a policy form providing professional liability for the Consultant's profession.

b. Minimum Limits of Insurance. Consultant shall maintain limits no less than:

(1) General Liability: One million dollars ($1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

(2) Automobile Liability: One million dollars ($1,000,000) per accident for bodily injury and property damage.

(3) Worker's Compensation as required by the State of California; Employer's Liability: One million dollars ($1,000,000) per accident for bodily injury or disease.

(4) Professional Liability coverage: One million ($1,000,000) per claim and in aggregate.

c. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Library Director. At the option of the Library Director, either the Insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

d. Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

(1) The District, its officers, officials, employees and volunteers are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special
limitations on the scope of protection afforded to the District, its
officers, officials, employees or volunteers.

(2) For any claims related to this project, the Consultant's insurance
coverage shall be primary insurance as respects the District, its
officers, officials, employees and volunteers. Any insurance or self-
insured maintained by the District, its officers, officials, employees or
volunteers shall be excess of the Consultant's Insurance and shall
not contribute with it.

(3) Any failure to comply with reporting or other provisions of the policies
including breaches of warranties shall not affect coverage provided to
the District, its officers, officials, employees or volunteers.

(4) The Consultant's Insurance shall apply separately to each insured
against whom claim is made or suit is brought, except with respect to
the limits of the insurer's liability.

(5) Each insurance policy required by this clause shall be endorsed to
state that coverage shall not be suspended, voided, canceled by
either party, reduced in coverage or in limits except after thirty (30)
days' prior written notice by certified mail, return receipt requested,
has been given to the District.

(6) Waiver of Subrogation Rights - CONSULTANT shall require the
carriers of Commercial General Liability, Automobile Liability and
Worker's Compensation to waive all rights of subrogation against the
District, and its officers, employees, agents and volunteers. Such
Insurance coverage provided shall not prohibit CONSULTANT's
employees or agents from waiving the right of subrogation prior to a
loss or claim. CONSULTANT hereby waives all rights of subrogation
against the District.

e. Acceptability of Insurers. Insurance is to be placed with insurers with a
current A.M. Best's rating of no less than A:VIII, and admitted and licensed to do business in the
State of California, unless otherwise acceptable to the District. Self-Insurance shall not be
considered to comply with these insurance requirements.

f. Verification of Coverage. Consultant shall furnish the District with original
endorsements effecting coverage required by this clause. The endorsements are to be signed by a
person authorized by that insurer to bind coverage on its behalf. All endorsements are to be
received and approved by the District before work commences. As an alternative to the District's
forms, the Consultant's insurer may provide complete, certified copies of all required insurance
policies, including endorsements affecting the coverage required by these specifications.
11. **INDEPENDENT CONTRACTOR.**

a. Consultant is and shall at all times remain as to the District a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither District nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employee or agents are in any manner officers, employees or agents of the District. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against District, or bind District in any manner.

b. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, District shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for District. District shall not be liable for compensation or indemnification (except as provided in Section 9(c)) to Consultant for injury or sickness arising out of performing services hereunder.

12. **LEGAL RESPONSIBILITIES.** The Consultant shall keep itself informed of all local, State and Federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. Consultant is responsible for compliance with the Patient Protection and Affordable Care Act (2010), and District shall not be obligated to provide any health care coverage to Consultant. The Consultant shall at all times observe and comply with all such ordinances, laws and regulations. The District, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

13. **RELEASE OF INFORMATION.**

a. To the extent provided by law, all information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without District's prior written authorization. Consultant, its officers, employees, agents or subcontractors, shall not without written authorization from the Library Director or unless requested by the District Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the District. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives District notice of such court order or subpoena.

b. Consultant shall promptly notify District should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, Interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under or with respect to any project or property located within the District. District retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Consultant. However, District's right to review any such response does not imply or mean the right by District to control, direct, or rewrite said response.

14. **NOTICES.** Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (I) personal service, (II)
delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice. Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

To District: District  
Mailing Address:  
21 Nicolet Street  
Banning, California 92220  
Attention: Library Director

To Consultant: Cindy Byerrum  
Platinum Group,  
P.O. Box 1116  
Yucca Valley, CA 92286  
(909) 204-8858

15. **ASSIGNMENT.** The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the District. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the Banning Library District Board of Trustees and the Consultant.

16. **LICENSES.** At all times during the term of this Agreement, Consultant shall have and maintain in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

17. **GOVERNING LAW.** The District and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the Superior Court of the State of California for the County of Riverside, or in federal court the United States District Court for the Central District of California, Eastern Division. Venue shall be established pursuant to local court rules.

18. **PROHIBITED INTEREST.** No officer, or employee of the District shall have any financial interest, direct or indirect, in this Agreement, the proceeds thereof, the Consultant, or Consultant's sub-contractors for this project, during his/her tenure or for one year thereafter. The Consultant hereby warrants and represents to the District that no officer or employee of the District has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the Consultant or Consultant's sub-contractors on this project. Consultant further agrees to notify the District in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement.

19. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.
20. **AUTHORITY TO EXECUTE THIS AGREEMENT.** The person or persons executing this Agreement on behalf of Consultant warrants and represents that he or she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

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

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

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

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

25. **[Intentionally Omitted]**

26. **ATTORNEYS’ FEES.** In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys’ fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

BANNING LIBRARY DISTRICT

[Signature]
Kevin Lee, Interim Library Director

PLATINUM CONSULTING GROUP

[Signature]
Cindy Byerrum, CPA President

Attest:

[Signature]
Alex Geronimo, District Secretary

Approved As to Form:

[Signature]
Andrew L. Jared, General Counsel
EXHIBIT A

TASKS TO BE PERFORMED

Consultant shall prepare an overall review of financial report, policies, practices, and make recommendations within thirty (30) days for any necessary amendments to the scope of work set forth below.

Consultant shall utilize QuickBooks in scope of services for District.

Consultant shall be responsible for the following:
- Cash management and long-range financial planning
- Budget preparation
- Governing board reporting
- Recommend and monitor internal controls
- Bank reconciliation
- Review and approve all bank and investment account reconciliation
- Primary liaison with auditors
- Preparation of monthly financial statements
- Preparation of budget updates
- Preparation of reconciliations and financial statements/board packages
- Prepare 1099, state Controller's Reports and other regulatory filings
- Attendance at meetings of the Board of Trustees as needed

TASKS EXCLUDED

Consultant shall not be responsible for the following:
- Payroll
- Human resources
- Accounts receivable
- Accounts payable
- Prepare and file federal and state tax returns

Consultant shall not be responsible for auditing the District's accounting records or any documents.

Consultant will not be responsible for detecting fraud or errors. However, if in the scope of performing contracted services Consultant does become aware of errors or fraud, Consultant shall notify management immediately.
EXHIBIT B

PAYMENT RATES AND SCHEDULE

Billing shall be monthly on a time and materials basis to be paid in accordance with Section 5(c) of the Agreement. Travel time to and from District in excess of one hour each way billed. Mileage expenses shall be charged at the IRS rate.

Hourly rates for team members shall be as follows:

Cindy Byerrum, CPA  $175 per hour
Cheryl Jubrey  $115 per hour
Ian Berg  $110 per hour
Scott Nelsen  $100 per hour
BOARD OF TRUSTEES

Meeting Date: June 10, 2020
By: Kevin Lee, District Director
Exhibit 13.2

TITLE:
Authorize the Director to enter into an Agreement with Koff and Associates for HR Systems Audit and Classification Study in the amount not to exceed $25,000

DISCUSSION/INFORMATION:
Attached: Proposal for Human Resources Services

RECOMMENDATION:
That the Board authorize the Director to enter into an Agreement with Koff and Associates for HR Systems Audit and Classification Study in the amount not to exceed $25,000
Submittal date: June 4, 2020

Proposal for Human Resources Services
Banning Library District

Koff & Associates

GEORG S. KRAMMER
Chief Executive Officer
2835 Seventh Street
Berkeley, CA 94710
www.KoffAssociates.com

gkrammer@koffassociates.com
Tel: 510.274.2760
Fax: 510.652.5633
June 4, 2020

Mr. Kevin Lee  
District Director  
Banning Library District  
21 West Nicolet Street  
Banning, CA 92220

Dear Mr. Lee:

Thank you for the opportunity to respond to your request for a proposal for human resources services for the Banning Library District (the “District”). The scope of services includes performing an HR Systems Audit and a Classification study, as well as ongoing HR Services, as needed.

Koff & Associates is an experienced human resources and recruiting services firm that has been providing similar services to special districts, counties, cities, educational institutions, courts, and other public agencies for 36 years. Founded in 1984, our firm has achieved a reputation for working successfully with management, employees, and union representatives. We believe in a high level of dialogue and input from study stakeholders and our proposal speaks to that level of effort.

My email address is gkrammer@koffassociates.com and my phone number is (510) 274-2760. I can be reached at our Berkeley address below. Please contact me with any questions or if you wish additional information.

We look forward to the opportunity to provide professional HR services to the Banning Library District.

Sincerely yours,

Georg S. Krammer  
Chief Executive Officer
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QUALIFICATIONS OF FIRM

Koff & Associates ("K&A"), a California corporation founded in 1984 by Gail Koff, is a highly experienced full-spectrum, public-sector human resources and recruiting services firm that has been conducting classification, compensation, and organizational studies for cities, counties, courts, and special districts for 36 years. Additionally, we provide a wide range of other HR services to our clients, such as executive and staff recruitments, HR Audits, Writing and Updating HR Policy Manuals, and serving as an offsite HR Director for smaller agencies, as well as strategic planning, succession planning, performance development, etc.

We have achieved a reputation for working successfully with management, employees and union representatives. We believe in a high level of dialogue and input from employees and management and our proposal speaks to that level of effort. That extra effort has resulted in close to 100% implementation of all of our studies and other projects. We have developed K&A’s collaborative, transparent, and inclusive methodology over the course of our history to ensure optimal outcomes and success rates with all of our projects, particularly when various stakeholders with potentially divergent or conflicting priorities are involved. Our consensus-driven approach has always avoided formal appeals at the end of our studies and other projects, ensuring that clients are not left with a divided organization or negative employee morale.

Our #1 priority is meeting the client’s needs and requirements. Having conducted hundreds of studies, classification audits, and having provided a variety of Human Resources Services (strategic planning, recruitment, training, offsite HR, etc.) during the last three-plus decades, our firm has developed project management skills that control costs, ensure on-time delivery of end products, provide close management of project staff, and effective crisis management if unexpected issues and concerns arise throughout the project.

We are familiar with the various organizational structures, agency missions, operational and budgetary requirements, and staffing expectations. We have extensive experience working in both union and non-union environments (including serving as the management representative in negotiation meetings), working with Boards of Directors, Boards of Supervisors, Boards of Trustees, Merit Boards, Boards of Commissioners, Joint Power Authorities, and City Councils.

The firm’s areas of focus are classification studies and compensation analysis; executive search and staff recruitments; performance management; development of strategic management tools; organizational studies and industry/market surveys; training and development; best practices policy/procedure development and employee handbooks; human resources audits; public agency mergers and separations; and serving as off-site Human Resources Director for our smaller public agencies that need the expertise of a Human Resources Director but do not need a full time, on site professional.

Without exception, all our HR services have successfully met all of our intended commitments; communications were successful with employees, supervisors, management, and union representatives; and we were able to assist each agency in successfully implementing our recommendations. All projects were brought to completion within stipulated time limits and proposed budgets.
Koff & Associates consist of 27 employees as shown below in our organizational chart.

No subcontractors will be assigned to this study.
PROJECT TEAM

Georg Krammer (CEO) will be key personnel and serve as the Project Director for this project; he will coordinate all of K&A’s efforts, will attend all meetings with the District, and will be responsible for all work products and deliverables.

golbou ghassemieh (Project Manager) and Mike Harary (Project Manager) along with Fran Trant (Senior HR Associate) will lead the efforts on HR Systems Audits, Handbook Revisions and ongoing HR services.

The Classification Study will be led by Mike Harry (Project Manager) and supported by Kelly Ann Basoco (Senior HR Associate), and Cindy Harary (HR Associate).

Following are short biographies of the project team:

**Georg S. Krammer, M.B.A., S.P.H.R.**
Chief Executive Officer

Georg brings over 20 years of management-level human resources experience to Koff & Associates with an emphasis in classification and compensation design; market salary studies; organizational development; executive recruitment; performance management; and employee relations, in the public sector and in large corporations as well as small, minority-owned businesses. He had 5 years in the private sector where he served as an HR Manager, and Administrative Officer, and then HR Director before entering the public sector.

After obtaining a Master of Arts in English and Russian and teaching credentials at the University of Vienna, Austria, Georg came to the United States to further his education and experience and attained his Master of Business Administration from the University of San Francisco. After starting his HR career in Wells Fargo’s college recruiting department, he moved on to HR management positions in the banking and high-tech consulting industries. With his wide-ranging and deep experience as a well-rounded senior HR generalist, his education in business and teaching, his depth and breadth of experience with public sector HR needs, programs, and functions, Georg’s contribution to K&A’s variety of projects greatly complements the Koff & Associates Human Resources and Recruitment Services team. He has spearheaded several hundred classification, compensation, organizational, strategic planning, etc., studies for hundreds of cities, towns, counties, and special districts throughout the State of California and has contributed to more than quadrupling the size of Koff & Associates as a result of the success of his projects and the subsequent expansion of the business through referrals from satisfied clients. Georg joined K&A in 2003 and has been the firm’s Chief Executive Officer since 2005.

In the last three years, Georg has been the Project Director/Key Personnel for classification and/or compensation studies, organizational assessments, and other HR projects, at the following agencies:

- **Cities/Towns:** American Canyon; Anaheim (specifically the Library Services Division); Arroyo Grande, Bellflower; Campbell; Citrus Heights; Coachella; Cotati; Gilroy; La Canada Flintridge; Lomita; Los Altos; Los Altos Hills; Merifee; Menlo Park; Morro Bay; Murrieta; National City; Newport Beach; Oakland; Palm Desert; Perris; Pleasant Hill; Redlands; Sacramento; San Diego, San Jose; Santa Ana; Santa Barbara; Santa Clara; Saratoga; Seal Beach; Spokane (Washington); Vallejo; West Sacramento; Westminster; and Yreka.
• **Counties**: Bernalillo (New Mexico); Orange; Placer (specifically the Library Services Department); San Joaquin; Sonora; and Trinity.
• **State**: Superior Court of California, Orange County.
• **Special Districts**: Alameda County Transportation Commission; Beaumont Cherry Valley Water District; Buena Park Library District; Desert Recreation District; Eastern Municipal Water District; Encina Wastewater Authority; Helendale Community Services District; Inland Empire Utilities Agency; Leucadia Wastewater District; Metropolitan Water District of Southern California; Mojave Water Agency; Monte Vista Water District; Ojai Valley Sanitary District; Ontario International Airport; Orange County Fire Authority; Orange County Mosquito & Vector Control District; Orange County Sanitation District; Orange County Transportation Authority; Palos Verdes Library District; Phelan-Pinon Hills Community Services District; Placentia Library District; Port of Hueneme; Rancho California Water District; Riverside County Transportation Commission; San Bernardino County Transportation Authority; San Bernardino International Airport; San Bernardino Valley Water Conservation District; South Coast Air Quality Management District; South Coast Water District; Sweetwater Authority; Trabuco Canyon Water District; Transportation Corridor Agencies; Valley County Water District; West Basin Municipal Water District; Western Municipal Water District; and Western Riverside Council of Governments.

golbou ghassemieh, MBA, SPHR, SHRM-SCP, IPMA-SCP
Project Manager

golbou’s professional qualifications include over fourteen years of experience in the Human Resources field, including work as a Deputy Director and Director at County and City agencies in the public sector. Her experiences include working in and/or overseeing classification and compensation, training and development, EEO, employee and labor relations, risk management, and recruitment and examination. Her experience includes both public and private sector Human Resources work for the County of Sonoma, City of Santa Rosa, Target Corporation, and Savant Consulting. She gained experience in classification and compensation, recruitment and examination, organizational development and training programs, labor relations, MOU administration, policy development and administration, ADA programs, investigations, discipline administration, recruitment and examination, presenting to Boards and Commissions, and general human resources leadership and administration.

During her ten year tenure as a Human Resources leader in the public sector, golbou gained specialized knowledge of conducting classification and compensation studies for a broad array of positions in both agency departments as well as special districts, such as water, open space, community development/housing, etc.

Since joining Koff & Associates in early 2019, golbou has worked on classification and/or compensation studies, organizational assessments, and other HR projects for the following agencies:

• **Cities/Towns**: Anaheim, East Palo Alto, Hayward, Milpitas, Paradise, Port Hueneme, Rohnert Park, and Sacramento
• **Counties**: Sonoma, Fresno
• **Special Districts**: Port of Oakland, East Contra Costa Fire District, Rincon del Diablo Water District, Metropolitan Transportation Commission
She earned her B.A. degree in Psychology with a minor in French at University of California, Berkeley and her MBA degree with an emphasis in Human Resources Management from Sonoma State University. She also holds several professional certifications. Ms. Ghassemieh serves as an instructor for Sonoma State University’s Human Resources Certification course and has served for three years as a Board member for PASCO-HR, a Sonoma County Professional Human Resources Association. 

Golbou will provide consultant support including providing HR System Audits and ongoing HR support for the District.

Frances Trant, SPHR, SHRM-SCP
Senior H.R. Associate

Frances Trant has over 30 years of Human Resources experience, with over 17 years’ experience in public sector HR leadership positions in California and other North American locations, where she was responsible for the delivery of complete HR services including Compensation and Benefit program management, Labor/Employee Relations, Recruitment, and leading nation-wide affirmative action programs.

Most recently she spent over a year as interim Executive HR Director and Special HR Advisor to the Chancellor of UC Hastings College of the Law, based in downtown San Francisco where her employee and labor relations expertise facilitated labor negotiations and the implementation of a new electronic timekeeping system, as well as directing a comprehensive HR program.

Her previous public-sector HR leadership includes almost seven years as HR Director for the Housing Authority of Contra Costa, five years as a Personnel Analyst II for Contra Costa Health Services. Following two years of recruitment, labor and employee relations responsibilities in the hospital/health clinic environment, she was asked to initiate and run organizational development activities for the 4,000-employee strong department which she did for almost three years. During the winter of 2018 she was invited back to support Health Services by providing special coaching and advice to teams that asked for her ‘updated support’ form what she had provided nine years earlier. Her first California public sector HR engagement was with the Mt. Diablo Unified School District, which covers 58 campuses based out of Concord. Prior experience includes 15 years in private and public-sector organizations throughout North America in companies ranging from 100 to 17,000. Private sector consulting clients include the World Bank, the American Red Cross, Canadian Blood Services and numerous private sector organizations.

Fran received her university education in Canada and passed her American professional HR certifications at the senior level so she could continue to provide high quality HR expertise when she moved to the U.S. She has taught the Human Resources Certification Institute (IIRCI) certification exam preparation course for the past 15 years throughout the San Francisco Bay region, ensuring a wide variety of HR professionals receive their national HR certification and are able to practice as credible professionals in their workplaces.

Fran joined Koff & Associates in April of 2018. Some of the projects she has worked on include:

- **Special Districts (HR Services):** Alameda County Transportation Commission, **Buena Park Library District**, Metropolitan Water District, Truckee Sanitation District.

2835 Seventh Street, Berkeley, California 94710 | 510.658.5633 | www.KoffAssociates.com
• **Cities/Towns:** Atherton, Colfax, Discovery Bay, Hemet, Los Altos, Marysville, and Redlands (Water and Wastewater Department).

• **Conference Speaker:** Designed and delivered workshop on leadership competency expectations for CalGov HR Emerging Leaders 2018 conference.

• **Classification and Compensation Studies:**
  Alameda County Transportation Commission, Housing Authority of the County of San Bernardino, Albany (Police Department non-sworn staff), East Contra Costa Fire District administrative staff, East Palo Alto Sanitary District, General Manager, Solano County Detention Services Sworn Officers.

Fran will provide senior H.R. Associate support for this project and will lead the efforts on HR Systems audits and ongoing HR support.

**Mike Harary, B.B.A., M.B.A.**
**Project Manager**

Mike Harary possesses over 33 years of municipal HR management experience including serving as a Human Resources Director for two municipalities in Southern California. He has been involved in all aspects of Human Resources for the cities of La Mirada, Orange, Westminster, and Downey, including serving as Chief Labor Negotiator, managing recruitment and selection processes for all types of municipal government positions, handling employee benefits functions, responding to labor and employee relations issues, coordinating classification and compensation studies, complying with labor laws, conducting personnel investigations, and managing a variety of general human resources functions.

Mike has a Bachelor’s Degree in Business Administration emphasizing Human Resources Management from California State University, Long Beach, and a Masters of Business Administration, also from Cal State Long Beach. Mike played a key role in the development and implementation of CalPACS, a regional, internet-based, comprehensive salary and benefits survey website for local agencies, now utilized by over fifty (50) Southern California member agencies.

Some of the K&A classification and compensation projects Mike has worked on include but are not limited to:

• **Cities:** Davis, East Palo Alto, El Monte, Fullerton, Gardena, Newport Beach, Orange, Rohnert Park, San Marino, Spokane (WA), Westminster

• **Special Districts:** Big Bear Lake Department of Water & Power, Cucamonga Valley Water District, Housirg Authority of the County of Santa Barbara, Los Angeles County Employees Retirement Agency (LACERA), Orange County Water District

Mike will serve as the Project Manager lead for the Classification study and will also provide ongoing HR support for the District.
Kelly Ann Basoco, SPHR, SHRM-SCP, PHRca
Senior H.R. Associate

Kelly’s professional qualifications include over 15 years of experience in the Human Resources field, primarily as a generalist. She spent the first 12 years in the private sector as a Human Resources Manager working for global companies such as Parker Hannifin and 3M. Kelly gained experience in employee relations, policies and procedures administration, recruitment activities and performance management; with Parker and 3M she also worked with mergers and acquisitions and managed plant/facility closures.

Kelly was Director of Human Resources for a multi-state manufacturing company where she oversaw corporate human resources. Kelly transitioned to human resources consulting providing human resources audits, policy and procedure development, performance management and investigations for local businesses and classification and compensation studies for the public sector. Since joining K&A, Kelly has conducted classification and/or compensation studies, organizational assessments, and other HR projects, for the following agencies:

- **Cities / Towns:** Coachella, El Monte, Galt, Citrus Heights, Hillsborough, Manteca, Milpitas, Morgan Hill, Murrieta, Newman, Perris, Redlands (Municipal Utilities and Engineering Department), San Diego, Santa Clara, Santa Monica, Saratoga, Sausalito, Sonora, Westminster
- **Counties:** El Dorado, Fresno, Humboldt
- **Special Districts:** Beaumont-Cherry Valley Water District, Castro Valley Sanitary District, Eastern Municipal Water District, Excelsior Charter Schools, Helendale Community Services District, IBEW (International Brotherhood of Electrical Workers), Long Beach Transit, Mojave Water Agency, Orange County Mosquito and Vector Control District, Orange County Sanitation District, Phelan-Piñon Hills Community Services District, Rancho California Water District, Riverside Community College District, San Bernardino Valley Water Conservation District, Santa Clarita Valley Water District, South Coast Water District, Southern California Public Power Authority, Southwestern Community College District, and Travis Unified School District

Kelly received her Bachelors Degree in Business and Human Resource Development from Notre Dame College. She is a member of the national Society of Human Resource Managers (www.shrm.org) holding the Senior Certified Professional (SHRM-SCP) certification, the Senior Professional in Human Resources (SPHR) certification and the Professional in Human Resources – California (PHRca) certification. She is also a member of the Professionals in Human Resources Association (www.pihra.org). In addition, she is an Item Writer for the HRCI (Human Resource Certification Institute) and is considered a Subject Matter Expert for the PHRca and SPHR certifications.

Kelly will provide Senior H.R. Associate support throughout the project, including classification analysis, interviews with employees and management, internal job analysis, staffing analysis, development of recommendations, and implementation strategies.
Cindy Harary, B.A.
H.R. Associate

Cindy's professional qualifications include over 31 years of experience in the Human Resources field, primarily in classification and compensation. She spent the first 11 years in the public sector working for the City of Whittier, California, where she started out in their Public Works Department before moving to the Human Resources Department. She gained experience in classification and compensation, recruitment and selection, employee training and development, labor relations, and general human resources administration.

For the next 16 years, Cindy worked as a Human Resources Consultant for a consulting firm where she specialized in conducting classification and compensation studies for multiple public sector agencies including cities, counties, and special districts as well as several private sector clients. Some of the Orange County Cities she worked on in partnership with other consultants at that firm were: Cities of Brea, Laguna Beach, Lake Forest, La Palma, Los Alamitos, Placentia, San Clemente, Stanton and Tustin. In Los Angeles County, her work includes: Cities of Corona, Downey, El Monte, Manhattan Beach, and Upland. Finally, in San Bernardino County she has worked on the City of Rancho Cucamonga.

Since joining Koff & Associates in 2015, Cindy has worked on Classification and/or Compensation studies for:

- **Cities/Towns**: Anaheim, Big Bear Lake, Carmel, Danville, Los Altos, Manteca, Menifee, Murrieta, National City, San Diego, Santa Ana, Santa Barbara, Seal Beach, Tracy
- **Counties**: Orange
- **Education**: Compton College
- **Special Districts**: Alameda Housing Authority, Bay Area Water Supply and Conservation Agency, Cosumnes Community Services District, Eastern Municipal Water District, Encina Wastewater Authority, Housing Authority of Alameda County, Inland Empire Utilities Agency, Monte Vista Water District, Orange County Fire Authority, Orange County Mosquito & Vector Control District, Oro Loma Sanitary District, Port of Hueneme, Rincon del Diablo Municipal Water District, Santa Clarita Valley Water Agency, South Coast Air Quality Management District, Sweetwater Authority, Trabuco Canyon Water District, Vallecitos Water District, Western Municipal Water District

Cindy earned her B.A. degree in Broadcast Journalism at California State University, Long Beach.

Cindy will provide H.R. Associate support throughout this effort, including classification analysis, interviews with employees and management, internal job analysis, development of recommendations, and implementation strategies.
# REFERENCES

<table>
<thead>
<tr>
<th>Agency</th>
<th>Contact</th>
</tr>
</thead>
</table>
| Altadena Library District                | Ms. Nikki Winslow  
Library District Director  
600 E Mariposa St,  
Altadena, CA 91001  
(626) 798-0833 x103  
nwinslow@altadennlibrary.org          |
| District-wide Classification and Total Compensation Study, completed 2019. |                                                                       |
| Buena Park Library District              | Ms. Mary McCasland  
Library Director  
7150 La Palma Avenue  
Buena Park, CA 90620  
(714) 826-4100 Ext. 121  
mccasland@buenapark.lib.ca.us         |
| Revision of Employee Handbook.           |                                                                       |
| Sonoma County Library                    | Mr. Patrick Preston  
Human Resources Manger  
(707) 545-0831 x 1582  
211 E Street  
Santa Rosa, CA 95404  
preston@sonoma.lib.ca.us              |
| Classification and Compensation Study, completed 2015. |                                                                       |
| County of Placer                         | Ms. Suzanne Holloway  
Senior Human Resources Analyst  
(530) 889-4082  
sholloway@placer.ca.gov               |
| Classification Study of Library Department, completed 2017. |                                                                       |
| City of Anaheim                          | Mr. Jason R. Motsick  
Interim Human Resources Director (former)  
(714) 765-4951  
jmotseick@anaheim.net                 |
| Classification Study, completed 2018.    |                                                                       |
| Compensation Study, for 100 management classifications including 32 comparator agencies, completed in 2017. |                                                                       |
| Classification and Total Compensation Study for Library Services Dept., completed in 2014. |                                                                       |
| Alameda County Transportation Commission | Ms. Patricia Reavey  
Finance Director  
(510) 208-7400  
1333 Broadway, Suite 220  
Oakland, CA 94612  
preavey@alamedactc.org                |
| Various Compensation and Classification Studies, 2016/2018 |                                                                       |
| Executive Director Compensation Study, 2013/2014/2016/2017 |                                                                       |
| Ongoing Human Resources Assistance since 2009 (including Classification and Compensation Studies, the development of a Performance Management System, and serving as on-site Human Resources Director). |                                                                       |
| **Truckee Sanitary District** | **Ms. Liz Carstens**, PHR, SHRM-CP  
HR/Risk Management Administrator  
12304 Joerger Drive  
Truckee, CA 96161  
(530) 550-3104  
LCarstens@truckeesan.org |
<table>
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<tbody>
<tr>
<td>Revision of Employee Handbook.</td>
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</table>

| **City of Colfax** | **Mr. Wes Heathcock**  
City Manager  
33 S. Main Street  
Colfax, CA 95713  
(530) 346-2313  
Wes.Heathcock@colfax-ca.gov |
<table>
<thead>
<tr>
<th></th>
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<tbody>
<tr>
<td>Ongoing HR Services, FMLA, Discipline, Performance Management, EEOC/FEHA.</td>
<td></td>
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| **City of Bellflower** | **Ms. Susan Crumly**  
Human Resources and Risk Manager  
(562) 804-1424  
16600 Civic Center Dr.  
Bellflower, CA 90706  
scrumly@bellflower.org |
|-----------------------|---------------------------------------------------------------------------------|
| Total Compensation Study, completed 2019.  
Citywide Classification and Total Compensation study, completed 2015. |                                                                                   |

| **City of El Monte** | **Ms. Kristen Enomoto**  
Sr. Management Analyst, HR/RM Department  
(626) 580-2044  
11333 Valley Boulevard  
El Monte, CA 91731  
kenomoto@elmonteca.gov |
<table>
<thead>
<tr>
<th></th>
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<tbody>
<tr>
<td>Citywide Classification, Compensation and Organizational Study, completed 2019 &amp; 2020</td>
<td></td>
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</tbody>
</table>

| **Eastern Municipal Water District** | **Ms. Laura Zamora**  
Director of Human Resources  
(951) 928-3777, Ext. 4224  
2270 Trumble Road  
Perris, CA 92572  
zamoral@yahoo.com |
<table>
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<tbody>
<tr>
<td>Classification and Compensation Study, completed 2018.</td>
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</tbody>
</table>

| **Western Municipal Water District** | **Ms. Candi Judd**  
Director of Human Resources  
(951) 571-7227  
14205 Meridian Parkway  
Riverside, CA 92518  
cjudd@wmwd.com |
|--------------------------------------|---------------------------------------------------------------------------------|
| Mini-Org Study, Completed 2018  
PROJECT APPROACH

HR SYSTEMS AUDIT

Koff & Associates ("K&A") provides a wide range of HR Services, whether those services are employee handbooks, policy or procedure writing, updating or reviewing manuals, executive or staff recruitment, training or coaching, strategic planning, succession planning, 360 Degree Performance Evaluations, organizational analysis, or other types of HR services such as discipline and labor law and policies.

We are very accustomed to being in a “stand-by” and/or “as-needed” mode for our clients’ miscellaneous Human Resources needs and are always available and responsive. Whether it is an employee/labor relations issue, assistance with various labor laws (Title VII, Leave Laws, FLSA, ADA, EEOC), wage and hour issues for exempt and non-exempt employees, personnel files and record keeping, HR forms, new-hire orientation, performance evaluation programs, job classification, developing individual job descriptions, reclassifications, reorganizations, compensation and salary surveys, compensation plan development, discipline and grievances, difficult terminations, investigations, documentation, policy interpretation and implementation, training, and other employee and labor relations issues and general professional HR advice – our professional staff of Project Managers and Associates is more than happy to assist with any situation that the District may encounter.

While we are not attorneys and cannot give legal advice, we are well-versed with labor laws and regulations, how to interpret them, and how to put them into practice within an organization. We are also accustomed to looking at the big picture and overall HR infrastructure, especially when working for a new client. By bringing a global approach and best practices to each organization, we may make suggestions and recommendations regarding areas that need to be addressed, even if they are not directly related to what we’re currently working on.

There are many different aspects and facets to Human Resources and the valued-added we strive to bring to each organization is to not only focus on the specific task at hand but to also ensure we bring shortfalls in other areas to the organization’s attention if we observe any. We believe it is our responsibility to at least bring those to the client’s attention and offer recommendations as to how to address and resolve a situation, or at a minimum (depending on the client’s wishes) to assess the criticality of the situation (legal compliance and imminent liability vs. “it might be a good idea to look at this situation”).

CLASSIFICATION STUDY

Banning Library District ("District") consists of 14 positions, including 12 currently filled positions and 2 vacancies which are being actively recruited.

For the Classification study, the District is seeking an objective analysis of the current classification practices; recommend changes that result in equitable, competitive and legally defensible classification and pay practices that will enrich the attraction and retention of qualified individuals as well as enhance opportunities for growth and professional development. The updated and well-structured classification system and classification descriptions for all study positions shall be legally compliant (including Fair Labor Standards Act ("FLSA") and Americans with Disabilities Act ("ADA") requirements), internally aligned, reflective of contemporary standards, and accurately descriptive of current roles, responsibilities, duties,
and qualifications. The classification analysis process includes orientation and briefing sessions with employees, management, Human Resources, and other stakeholders, as appropriate; the completion of a position description questionnaire by employees; interviews with employees in each study classification; and interviews with supervisors and management to address any classification issues. All participating employees will be allocated to an appropriate classification; draft classification descriptions will be developed and sent back to the District and incumbents for additional feedback and concurrence.

The study includes site visits and meetings with the library staff and the District Director. We have expertise in labor/management relations and understand the importance of active participation by all stakeholders to ensure a successful outcome. The meetings and “stakeholder touch-points” that we recommend ensure understanding of the project parameters, enhance accurate intake and output of information, and create a collaborative and interactive approach that will result in greater buy-in for study recommendations. This interactive approach, although time-consuming, has resulted in almost 100% implementation success of K&A’s studies.

**Classification Objectives:**

- To analyze and update the District’s classification system and each study position’s classification description and structure through a comprehensive process of job analysis and evaluation, including review of existing documentation, position description questionnaire completion, employee interviews, management interviews, analysis of existing positions and working situations, analysis of levels of duties and responsibilities, and other professional methods, as appropriate;
- To recommend each study position for title change or reclassification (as appropriate), create new classifications (if applicable), eliminate outdated classifications (if applicable), and consolidate classifications assigned to similar functional areas (as appropriate);
- To provide for growth and flexibility of assignment within the new classification structure, where feasible, in recognition that some job duties and responsibilities may evolve over time, as well as to provide adequate career paths and class series/job families that will foster career service within the District;
- To clearly state definitions of job classifications, the typical job functions, and minimum required and preferred qualifications such as education, prior work experience, knowledge, skills, abilities, licenses, certifications, and physical demands;
- To provide a classification structure that ensures regulatory compliance, including allocation of each study position to the correct classification with appropriate FLSA designation as well as meeting ADA and EEO regulations;
- To provide for adequate educational, review, and appeal processes that will result in a product that is understood by all levels of personnel and is internally equitable; and
- To ensure sufficient documentation and training throughout the study, on methods used to determine appropriate classification and level, methods for logical progression of movement between classifications, classification concepts and distinguishing characteristics, as well as the delivery of final reports and recommendations to guide the organization in implementing, managing, and maintaining the classification system.

**Overall Objectives:**

- To review and understand all current documentation, rules, regulations, policies, procedures, budgets, class descriptions, organizational charts, memoranda of
understanding, personnel policies, wage and salary schedules, and related information so that our recommendations can be operationally incorporated with a minimum of disruption;

➢ To conduct start-up Study Project Team meetings with management, study project staff, and other stakeholders to discuss any specific concerns with respect to the development of classification and compensation recommendations; finalize study plans and timetables; conduct employee orientation sessions with management and staff in order to educate and explain the scope of the study and describe what are and are not reasonable study expectations and goals;

➢ To work collaboratively and effectively with the District and its stakeholders while at the same time maintaining control and objectivity in the conduct of the study;

➢ To develop a classification and compensation structure that meets all legal requirements, is totally non-discriminatory, and easily accommodates organizational change, growth, and operational needs;

➢ To document all steps in the process and provide documentation and training for Human Resources and other staff, as appropriate, in classification and compensation analysis methodologies so that the District can integrate, maintain, administer, and defend any recommended changes after the initial implementation; and

➢ To provide effective ongoing communications throughout the duration of the project and continued support after implementation.

1. HR Systems Audits

This will be a comprehensive overview of all the systems, procedures, and policies used by an organization during interactions and management with its employees. The final work product, or deliverable, is a document detailing the District’s level of completeness in each of these areas as well as a timeline for implementation of recommended approaches based upon legal necessity. Of course, the District may choose to prioritize some of the areas listed below based on level of need and concern about potential liability issues, and therefore may opt to not audit all areas at once. We’ll be happy to engage in a discussion about which areas are most pressing and assist the District in prioritizing.

Employee Communication Systems/Legal Compliance:

A. Personnel Records/files: Review personnel files; record keeping; employee privacy issues; medical records retention.

B. Employee Benefits Notifications: Ensure delivery of legal benefit notices, e.g. CODRA requirements; Unemployment and State Disability Insurance notifications; workers’ compensation insurance review; HIPPA requirements. Review staff benefit enrollment in health, dental, insurance, deferred compensation, etc., benefit tracking, and payment of benefit invoices.

C. Employee Relations Issues: Policy review; document review; conflict resolution processes.

D. Policy and Procedure Review: Employee Handbook status vis a vis being up to date; legal issues/new legislation not covered.
E. **Regulatory Compliance:** Legal notice postings; employment discrimination issues in recruitment, staffing, day to day employee relationships; sexual harassment prevention policy and training; disability discrimination awareness policy and training; leave requirements; pregnancy disability leave; equal pay; recordkeeping; work hours; mandatory time off programs; etc.

**Human Resources Management Systems:**

A. **Separation and Termination Procedures:** Discipline and termination; policy review; documentation development; work rule violations; layoff, reduction in force; legal exposure.

B. **Recruitment/Examination/Selection Review:** EEO implications; application forms; offer letter content and consistency; interviewing procedures; management contracts; independent contractors; examination procedures; interview practices; at-will status.

C. **Litigation/Complaints:** Legal exposure; documentation; discipline and termination review; grievance review; communication flexibility; frequency of claims.

D. **Orientation Techniques:** Review standard orientation process to include basic salary information; standards of performance; rules and regulations; safety rules; evacuation procedures; drugs and alcohol in the workplace policy.

E. **Supervisory/Management Compliance and Other Training:** Legal / compliance training and tracking of all training.

**2. CLASSIFICATION STUDY**

**Deliverable A. Initial Documentation Review, Meetings with Study Project Team, and Management Staff**

- Identify client project team, contract administrator, and reporting relationships.
- Orientation and briefing sessions with the study project team and staff to explain methodology.
- Gather all pertinent documentation, including class descriptions for the classifications to be studied, organizational charts, personnel policies, memoranda of understanding, salary schedules, etc.
- Review and agree to the job analysis questionnaire and a class description format.
- Identify/Confirm classifications to be studied.

**Deliverable B. Orientation Meetings with Employees and Distribution of PDQ**

- Design and discuss Position Description Questionnaire (PDQ) with the project team in order to customize it to meet study objectives.
- Facilitate orientation meetings for all study participants and managers and distribute the PDQ, begin the educational process that continues throughout the study, discuss the importance of employee involvement; elements that are not a part of the study will also be covered.

**Deliverable C. PDQ Completion & Review**

- Every employee in each of the classifications to be studied shall complete a PDQ; for multi-incumbent classifications we will accept group PDQs as well as individual PDQs, if employees so choose.
• Employees complete PDQs and their supervisor/manager will review, comment, and sign off on it.
• K&A will review and analyze PDQs in detail along with other documentation.

Deliverable D. Employee/Supervisory/Management Interviews
• Interviews will be scheduled with all employees, either individually if in a single-incumbent class, as a group if a multi-incumbent class, or individually if requested by the employee.
• Interviews will then be held with supervisory and management staff who will clarify their own responsibilities and/or confirm the information we have received in the interviews with their staff.
• The purpose of the interviews is to clarify and supplement the PDQ data and to respond to potential perception differences regarding roles, tasks, scope, and supervisory responsibilities.

Deliverable E. Classification Concept/Preliminary Allocation Development
• K&A’s job evaluation will result in classification plan concept and employee allocation document that will be submitted to project team for review and approval.
• Utilize the “whole position” classification methodology, including education, experience, problem solving/ingenuity, attention/stress, independence of action/responsibility, contacts with others, supervision exercised, consequence of action/decisions.
• Document will list broad class concepts and highlight where significant changes may be recommended, such as expanding or collapsing class series and/or separating or combining classifications assigned to different functional areas; number of classifications and classification levels, and career ladders; and updating established titling guidelines for the studied classifications for appropriate and consistent titling.
• Incumbent-specific allocation list for each studied position will be prepared, specifying current and proposed classification title and impact of our recommendations (reclassification, title change, or no change).
• Meet with the project team, HR, and management staff to review the proposed recommendations to the classifications being studied based on industry best practices and roles and responsibilities.

Deliverable F. Draft Class Description Development/Update
• New and/or updated class descriptions will be developed for each proposed classification, updating duties, responsibilities, and minimum qualifications of each class specification, or develop new class specifications if duties, responsibilities, and minimum qualifications have changed significantly.
• Review, analyze, and update knowledge, skills, abilities, education and experience, relevance and hierarchical consistency, position definitions, purpose, distinguishing characteristics, supervision received/exercised, position functions and special requirements, including licensing and certifications.
• Determine exempt vs. non-exempt status in accordance with “white collar” exemptions under the Fair Labor Standards Act (“FLSA”) and ensure compliance with the Americans with Disabilities Act (“ADA”).

Deliverable G. Draft Class Description Review/Informal Appeal Process
• Submit new classification descriptions to Project Team for review and discussion to ensure that no factual information is overlooked and that the recommendations are fair and consistent.
• Next, submit draft copies of the new class descriptions to each manager, supervisor, and employee, to provide comments and concerns regarding any modifications.
• Each employee receives a memorandum outlining what has been accomplished, how to best review the draft classification specification, and how to provide feedback to us; supervisors receive a copy of their employees’ class descriptions to review employees’ feedback and to verify the information provided.
• Significant employee comments will be reviewed with management prior to making any significant changes to the proposed class plan.
• Allocation and/or class description changes will be made as required and the class specifications will be finalized and submitted for approval.

**Deliverable H. Finalize Classification Plan/Draft Interim Report/Final Report**

• Develop Draft Interim Report of the Job Description Revision Project for review and comment.
• The Report will contain: recommended classification plan; classification manual; documentation regarding study goals and objectives, classification methodology, approach, and process; all findings, analysis, and resulting recommendations; recommended allocation list, classification title changes, job family and career growth issues, reporting relationships, organization structure, and other factors.
• Classification concepts and guidelines as well as distinguishing characteristics and other pertinent information for implementation and continued maintenance of the Plan will be detailed.
• Once we have received the District’s comments regarding the Draft Interim Report and have made any necessary changes, a Final Classification Report will be developed.

**Deliverable I. Final Presentation**

• Our proposal includes one initial overview, one interim study session, and one final presentation to the District Director and/or the Board of Trustees, as needed.
COSTS

HR SYSTEMS AUDIT

Project Schedule

In our experience, a comprehensive H.R. system audit generally takes approximately one to two months to complete, depending on the actual scope of the audit based on specific tasks/items from the above list that the District selects for auditing. There are numerous elements to this audit and many variables that could increase or reduce the time we spend on the process, such as the amount of documentation to be reviewed, time spent on employee interviews, etc.

Cost Estimate

Please note: We will only bill for actual hours worked and this project may take fewer hours than our best estimate below. Especially, for the HR Systems Audits, the District may decide on a smaller scope of work and we will be happy to adjust the consultant hours and total costs accordingly.

<table>
<thead>
<tr>
<th>Project Hours</th>
<th>HR SYSTEMS AUDITS</th>
<th>Hours</th>
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<tr>
<td>CEO Rates: $180/hr</td>
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<td>Project Manager Rates: $155/hr</td>
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<tr>
<td>Senior Associate Rates: $150/hr</td>
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<td>Total Professional Hours – HR Systems Audits</td>
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<tr>
<td>Total Costs – HR Systems Audits</td>
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Expenses are included in the composite hourly rate: N/A

Expenses include but are not limited to duplicating documents, binding reports, phone, supplies, postage, parking, meals, travel time, etc.

TOTAL PROJECT COST NOT TO EXCEED: $9,250

*Additional consulting will be honored at composite rate: $150/hr
CLASSIFICATION STUDY

Project Schedule
Our professional experience is that a classification study of this scope and for this size organization take approximately three months to complete, allowing for adequate PDQ completion, interview time, classification description review and/or development, review steps by the District, the development of final reports, any appeals, meetings, and presentations.

Cost Estimate
The table below is a cost estimate based on a certain scope of work. Of course, we are happy to discuss the scope of work with the District in more detail and adjust the proposed consultant hours and cost accordingly.

<table>
<thead>
<tr>
<th>Deliverables</th>
<th>CLASSIFICATION STUDY</th>
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<td>A.</td>
<td>Initial Documentation Review, Meetings with Study Project Team and Management Staff</td>
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<tr>
<td>B.</td>
<td>Orientation Meetings with Employees and Distribution of PDQ</td>
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<td>C.</td>
<td>PDQ Completion and Review (this assumes up to 14 individuals will complete PDQs)</td>
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<td>D.</td>
<td>Employee/Supervisory/Management Interviews (this assumes that up to 14 individuals and their supervisors will be interviewed)</td>
<td>10</td>
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<tr>
<td>E.</td>
<td>Classification Concept/Preliminary Allocation Development</td>
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<td>F.</td>
<td>Draft Class Description Development/Update (up to 10 classifications)</td>
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<tr>
<td>G.</td>
<td>Draft Class Description Review/Informal Appeal Process</td>
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<td>H.</td>
<td>Finalize Classification Plan/Final Report</td>
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<td>Anticipated hours for additional unscheduled meetings and phone calls</td>
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<td><strong>Total Professional Hours - Classification</strong></td>
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<td>Combined professional and clerical composite rate: $150/ Hour</td>
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<td>Expenses are included in the composite hourly rate:</td>
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<td>Expenses include but are not limited to duplicating documents, binding reports, phone, supplies, postage, parking, meals, travel time, etc.</td>
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<td><strong>TOTAL PROJECT COST NOT TO EXCEED:</strong></td>
<td><strong>$ 12,000</strong></td>
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ONGOING HR SUPPORT
On-call HR support will be provided on an hourly basis. Our hourly rates for Fiscal Year 2020/2021 are as follows and are all-inclusive, no additional fees or expenses will be charged:

➢ All K&A Staff: $150/hour
ADDITIONAL SERVICES

In addition to the above, K&A provides the following services (in case the District has other HR needs that we may assist with):

- Compensation studies and design of compensation structures and benefits.
- Development of Human Resources policy and procedures manuals.
- Design and development of performance management systems.
- Training and development.
- Coaching services.
- Full-cycle executive and staff recruitment services.
- Design and development of new-hire orientation, as well as separation/termination processes.
CONTRACTUAL REQUIREMENTS

We will be pleased to sign the District’s professional services agreement for HR services.

Note: please add the following language to your contract or professional services agreement should we receive the award for this project.

Payment Terms:

Our regular terms are Net 30.

Client shall pay K&A for its fees and reimbursable expenses (if applicable) within 30 days following the date of receipt of each applicable invoice. If Client contests or questions any invoice, it agrees to raise any questions with management of K&A within such 30-day period. Late fees in the amount of 2% of invoice amount will accrue if current invoice is not paid within 30 days of payment due date of that invoice. If late fees are not paid, they will carry forward to next invoice.

If necessary, we are flexible about negotiating other terms with the District.

Please also note: We respectfully request that the following clause also be incorporated into your contract or agreement with K&A:

Non-Solicitation:

Except with the written consent of Georg Krammer or Katie Kaneko, CEO and President respectively of Koff & Associates, which consent may be given or withheld in their sole discretion, Client agrees that during the term of this Agreement and for a period ending one year thereafter (the “Time Period”) Client will not solicit services from or hire any K&A employee or contractor (each, a “Team Member”) with whom Client has had contact pursuant to the services provided to Client under this Agreement. Client specifically acknowledges that K&A recruits, trains, and contracts with Team Members and that such efforts are costly and time-consuming. As such, it is understood that should Client hire a Team Member during the Time Period for any reason without the required consent, Client agrees to pay a placement fee (paid at the time of placement) of 30% of Team Member’s first year’s total compensation which accurately reflects a reasonable estimate of K&A’s time and costs attendant to its recruitment, hiring, retention, and management of Team Members.
INSURANCE REQUIREMENT

We will submit and support the levels of coverage and endorse the District with our General Liability coverage upon award of a contract for the project.

- **Workers’ Compensation:**
- **Commercial General Liability:**
  - Statutory Limits
  - $2,000,000 per occurrence
- **Professional Liability (Errors & Omissions):**
  - $1,000,000 per occurrence
- **Automobile Insurance:**
  - $1,000,000 per occurrence

Our insurance broker is Ms. Eileen Hollander, Sr. Account Manager/Commercial Lines, EPIC Insurance Brokers, 2300 Contra Costa Blvd., Suite 375, Pleasant Hill, CA 94523.
Koff & Associates intends to adhere to all of the provisions described above.

This proposal is valid for 90 days from date of submittal.

Respectfully submitted,

By: KOFF & ASSOCIATES
   State of California

[Signature]

Georg S. Krammer  June 4, 2020
Chief Executive Officer