

FILED

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF MOHAVE

2003 JAN 21 AM 9:53

SUPERIOR COURT CLERK

IN THE MATTER OF:

ESTABLISHMENT OF A PERSONNEL)
STUDY MANAGEMENT AND)
OVERSIGHT COMMITTEE)

ADMINISTRATIVE ORDER
2003 - 07

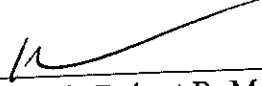
WHEREAS, the Mohave County Superior Court and related divisions, the Clerk of Superior Court and the Justice Courts have engaged the services of Public Sector Personnel Consultants to conduct research for the development of a compensation and classification plan for the Mohave County courts, and

WHEREAS, it is necessary and in the best interests of the Mohave County courts to maintain direct coordination, management and oversight of consultant activity, progress, and interaction with the courts and court staff in the conduct of consultant's research, and results,

IT IS THEREFORE ORDERED that Edna Johnson, Paul Thomas, Rod Marquardt, Virlynn Tinnell, Bonnie Kleiman and Linda Yarbrough are accordingly appointed to the Personnel Study Management and Oversight Committee.


IT IS FURTHER ORDERED THAT the Personnel Study Management and Oversight Committee shall act on behalf of the courts in all routine decisional matters during the conduct of this study subject to final review and approval of the Presiding Judge. The Committee shall also extend notice and invitation to the County Manager, Count Finance Director and County Personnel Director to participate as may be necessary in the conduct of this study.

DATED this 16th day of Jan, 2003.


Honorable Robert R. Moon, Presiding Judge
Mohave County Superior Court

MEMORANDUM

TO: Robert R. Moon, Presiding
Mohave County Superior Court

FR: Paul Thomas, Court Administrator 

DATE: 01-08-03

RE: Contract: Public Sector Personnel Consultants

Please find attached the contract for courts' compensation and classification review through Public Sector Personnel Consultants of Scottsdale, Arizona.

This contract procedure was: (Attached documents are in corresponding order)

- (1) Issue a "Request for Quote" for competitive responses, A.R.S 41-2535 as advised by Morris Brite, Mohave County Procurement Director.
- (2) "Request for Quote" was sent to four competitive consultants.
- (3) Public Sector Personnel Consultants and Watson-Wyatt Consulting were the only two respondents.
- (4) Evaluation of two proposals by Mohave County court administrators and department heads, as included.
- (5) Notice of Award issued, Letter of Rejection sent.
- (6) Contract drafted.
- (7) Contract reviewed by Mohave County Civil Attorney John White, included.
- (8) Contract sent to Public Sector Personnel Consultants for agreement and signature.
- (9) Contract returned approved and signed by consultant.
- (10) Funding in the amount of \$33,500.00 transferred from Justice Courts general Court Enhancement Fund to Kingman Justice Court "Professional Services" to facilitate payment under the terms of the contract.

Under your authority to contract on behalf of the Mohave County courts, I am requesting your review of the procedure as outlined above, and subsequent contract approval.

THE MOHAVE COUNTY ARIZONA SUPERIOR AND JUSTICE COURTS

REQUEST FOR QUOTE

FOR THE FOLLOWING:

I. PROJECT DESCRIPTION

The Mohave County Arizona court system consisting of five justice courts, six divisions of superior court, and the superior court departments of probation/juvenile detention, clerk of superior court and conciliation court seeks professional services to provide analysis of 230 staff positions, to make recommendations regarding possible changes, modification, redefinition and/or restructuring of the compensation and classification system as it applies to the Mohave County Court system staff. The results of this analysis should be a clearly defined compensation and classification system.

II SCOPE OF WORK

1. Develop and present a position classification and compensation plan for the courts as described in "I. Project Description" utilizing occupational data obtained from published salary data, from the current compensation plan and from employee information.
2. Orient employees in the use of position description questionnaires, and conduct personal interviews in each position type.
3. Develop job descriptions and job titles appropriate for all positions within the courts and related divisions and departments as described in (I).
4. Provide a written report and formal presentation regarding results of analysis and recommendations, as well as implementation costs and strategies.
5. Provide training on proper maintenance and upgrade of the system.

III. DESCRIPTION OF SERVICES:

The following describes the scope of work and deliverables requested.

- A. Be responsible for accomplishing and providing all services and products requested.
- B. Undertake a salary/marketplace survey utilizing published salary information/data from but not limited to:
 - (1) All neighboring competitive markets, including Clark County Nevada, San Bernadino County California, and The Arizona Local Government Salary Survey from all Arizona Counties for relevant Court related public sector jobs; Arizona Local Government Salary Survey (LGSS) for the cities of Phoenix, Tucson, Mesa, Glendale, Scottsdale, Tempe, Chandler, Peoria, Gilbert, Flagstaff, Bullhead City, and Lake Havasu City for relevant Court related public sector jobs; The State of Arizona, Arizona Supreme Court and Arizona Court of Appeals for relevant Court related public sector jobs; The Federal Government for selected relevant Court related public sector jobs; The Arizona Joint Government Salary Survey (JGSS) for relevant private sector jobs.
- C. Review Position Description Questionnaires and/or interview information, market survey and all relevant comparisons, analyze and make specific recommendations regarding all court system positions as to pay range, grade placements and salary level.
- D. Relevant to all supervisory, management and executive level positions: analyze and compare co-related public and private sector positions, optionally consider the factors of education, background, credentials and experience and make recommendations as to pay range, grade placements, and salary level.
- E. Submit and present a written report outlining findings and recommendations, costs of implementation, strategies and related information within a specific timetable.
- F. Provide a diskette or C D containing the salary survey worksheets, final salary graded placements, implementation figures and other related information; and
- G. Provide one paper original, two copies and one diskette or CD containing the final version of all new job descriptions, and any other related information.

IV. DEADLINE

The deadline and final day for submitting a quote for this service shall be December 6, 2002 at 5:00pm MST.

41-2535. Procurements not exceeding a prescribed amount; small businesses; exception for construction services contracts; simplified construction procurement program

A. Any procurement which does not exceed the aggregate dollar amount of thirty-five thousand dollars may be made in accordance with rules adopted by the director, except that the procurements shall be made with such competition as is practicable under the circumstances.

B. Any procurement which does not exceed the aggregate dollar amount of less than twenty-five thousand dollars shall be restricted, if practicable, to small businesses as defined in rules adopted by the director. The procurement officer shall rotate the small business solicited to compete for any procurement of less than twenty-five thousand dollars. If it is impracticable to restrict a particular procurement to small businesses, the procurement officer shall make a determination setting forth the reasons and place it in the contract file.

C. Procurement requirements shall not be artificially divided or fragmented so as to constitute a purchase under this section and to circumvent the source selection procedures required by section 41-2533 or 41-2534 or be artificially combined to circumvent this section.

D. A procurement involving construction not exceeding one hundred thousand dollars may be made pursuant to rules adopted by the director in accordance with this section which shall be known as the simplified construction procurement program. At a minimum the rules shall require that:

1. A list be maintained of persons who desire to receive solicitations to bid on construction projects to which additions shall be permitted throughout the year.
2. The list of persons be available for public inspection.
3. Agreements for construction be on forms approved by the director.
4. A performance bond and a payment bond as required by section 41-2574 be provided for contracts for construction by contractors.
5. All information submitted by bidders pursuant to this section be confidential according to section 41-2533, subsection D.
6. All bids for construction be opened at a public opening.
7. All persons desiring to submit bids be treated equitably and the information related to each project be available to all eligible persons.
8. Competition for construction projects under the simplified construction procurement program be encouraged to the maximum extent possible.

MEMORANDUM

TO: Purchasing
FR: Paul Thomas

LIST OF CONSULTANTS SENT "RFQ'S"

KPMG
KPMG TOWER
355 S. GRAND AVE.
S-2000
LOS ANGELES, CA 90071-168

WATSON-WYATT CONSULTING
10 UNIVERSAL CITY PLAZA
S-3500
UNIVERSAL CITY, CA 91608-1108

HEWETT ASSO.
ONE EMBARCADERO CENTER
CLAY & BATTERY
S-1400
SAN FRANCISCO, CA 94111

PUBLIC SECTOR PERSONNEL CONSULTANTS
4330 NORTH CIVIC CENTER PLAZA
#200
SCOTTSDALE, AZ 85251-3530

EVALUATIONS

Paul Thomas
Limited Jurisdiction Court Administrator

Public Sector Consultants appear to offer more specific deliverables for the estimated costs & budget of 30-35,000. Public Sector also has direct experience with Arizona Courts.

Paul Thomas

Edna Johnson
Superior Court Administrator

Public Sector consultants has experience with AZ courts. They are precise in their ~~the~~ plans and in an appropriate estimated cost. The plan is simple, structured, and well planned. Proposal meets all needs.

Watson Wyatt & Co. - offer too many plans with varied costs - some extremely high. Options confusing & overlapping.

LINDA YARBROUGH
SUPERIOR COURT PERSONNEL DIRECTOR

See attached

I recommend PSPC for the following reasons:

- 1) Depth of judicial experience (the project manager Has actual court mgmt. experience in a number of states including Arizona (Wyatt does not appear to have this level of judicial experience)
- 2) PSPC provides warranty support for one year (I did not see where Wyatt provided such support)
- 3) PSPC would conduct job interviews with 1 or more employees from every classification (Wyatt proposed to do focus meeting groups)
- 4) They would develop job descriptions whereas Wyatt would assist the court in developing job descriptions
- 5) PSPC would provide 12 month support following implementation, I did not see where Wyatt would provide such support)
- 6) Project would be completed within 90 – 120 days whereas Wyatt would be completed in 4 months (160 days)
- 7) Cost is \$33,500 whereas Wyatt is \$74,000 plus 10% expense reimbursement

Linda Fairbrother

EVALUATIONS

ROD MARQUART ^D
CHIEF PROBATION OFFICER

I concur w/ Public Sector as #1 choice.
Good experience, project manager and cost.

VIRLYNN TINNELL
CLERK OF SUPERIOR COURT

Public Sector - no comments

NOTICE OF AWARD

We are pleased to notify you that your proposal in response to our "Request for Quote" has been accepted. A contract "Agreement" in the amount of thirty three thousand and five hundred dollars (\$33,500.00) has been enclosed for your review and signature, and will become effective subject to final approval and signature of the Mohave County Presiding Judge.

PAUL THOMAS



Mohave County Limited Jurisdiction Courts

Paul E. Thomas, Court Administrator

2001 College Drive • Lake Havasu City, AZ 86403
(520) 453-0705 Ext. 3044 • Fax (520) 680-0193

December 23, 2002

Public Sector Personnel Consultants
4330 North Civic Center Plaza #200
Scottsdale, AZ 85251-3530

Dear Mr. van Adelsberg:

Please find enclosed the contract for consultant services as established through our recent "Request for Quote" and your response. I hope you will find the particulars of this agreement acceptable. In the event you require any changes, please contact me as soon as possible so that we may resolve any contract modifications.

Upon your signed return of this agreement, I will submit it to the presiding judge for his approval. Please bear in mind that the agreement will be pending his review and final say in the initiation of this project.

I am most appreciative of your time and the assistance of Mr. Cooper in discussions leading to this project. We have the highest expectations for the success of this effort.

Sincerely,

A handwritten signature in cursive script, appearing to read "Paul Thomas".

Paul Thomas



Mohave County Limited Jurisdiction Courts

Paul E. Thomas, Court Administrator

2001 College Drive • Lake Havasu City, AZ 86403
(520) 453-0705 Ext. 3044 • Fax (520) 680-0193

December 23, 2002

Watson - Wyatt Consulting
10 Universal City Plaza
S-3500
Universal City, CA 91608-1108

RE: Mohave County "Request for Quote"

Thank you for your recent proposal regarding our request for professional services for conducting a compensation and classification analysis for the Mohave County court system.

All proposals have been reviewed by the selection committee and their evaluations were submitted to and reviewed by the Mohave County Purchasing Department. As a result of the evaluations, I regret to inform you that another vendor was ultimately selected for this service.

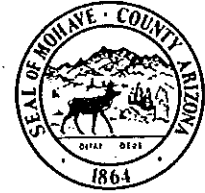
We regret that our response could not have been more favorable at this time, but you will be maintained on our contact list for any future requests for these services we may have.

On behalf of the selection committee.

A handwritten signature in cursive script that reads "Paul E. Thomas".

Paul E. Thomas
Court Administrator

MOHAVE COUNTY ATTORNEY



Main Office:
P.O. Box 7000
315 N. 4th Street
Kingman, AZ 86402-7000
Telephone (928) 753-0719
Fax (928) 753-2669

WILLIAM J. EKSTROM, JR.
County Attorney

JAMES J. ZACK
Chief Deputy

Sarah's House Victim Center
P. O. Box 7000
2800 "A" East Andy Devine
Kingman, AZ 86402-7000
(928) 718-5522

Branch Offices:

Bullhead City - (928) 758-0727
Lake Havasu City - (928) 453-4144


✓ Civil Division:

P. O. Box 7000
325 Pine Street
Kingman, AZ 86402-7000
Telephone (928) 753-0770
Fax (928) 753-4290

JOHN WHITE: (928) 753-0770, ext-4446
Email: John.White@co.mohave.az.us

December 20, 2002

To: Paul Thomas
Limited Jurisdiction Court Administrator

From: John White 
Deputy County Attorney

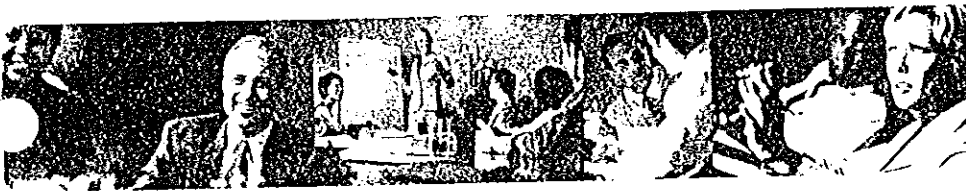
Review: Public Sector Personnel Consultants Professional Agreement with Courts

I have reviewed the agreement, and it is proper as to form under the contract law of the State of Arizona applicable to public entities.

Thomas, Paul

From: Thomas, Paul
Sent: Monday, December 23, 2002 9:16 AM
To: 'linda.fosburgh@co.mohave.az.us'
Subject: Transfer

Please transfer \$33,500.00 from 1703.479.60 to 1703.431.00. Thanks.



**PUBLIC
SECTOR**
**PERSONNEL
CONSULTANTS**

Paul E. Thomas
Court Administrator
2001 College Drive
Lake Havasu City, AZ 86403

January 3, 2003

Dear Mr. Thomas: *Paul*

It is with great pleasure that we learned of your confidence in our services and abilities in awarding us the contract to conduct a classification and compensation study for the County-funded courts of Mohave County. We look forward to beginning this project and working with you, your staff and others as we initiate this project.

Pursuant to your request, I am providing an original signature that signifies Public Sector Personnel Consultant's acceptance of the language contained in the **AGREEMENT FOR PROFESSIONAL SERVICES TO CONDUCT A POSITION CLASSIFICATION AND COMPENSATION STUDY** with recommendations **FOR MOHAVE COUNTY COURTS**.

Please forward this document to the Presiding Judge of Superior Court in Mohave County or the authorized designee for signature. Please provide a copy of the signed contract once all signatures have been affixed.

There are several areas that need to be addressed prior to the beginning of the project. Among them are the design of the job description and the Position Analysis Questionnaire (PAQ) used to capture employee-provided data utilized to classify individual positions, provide information to develop the job description(s) and gives us sufficient job information to permit us to compare court functions to similar job functions within the comparators regardless of job titles used by the comparators. I will forward sample job descriptions and a proposed PAQ for your review mid-week next week. Once these items are finalized, we can schedule the first on-site visit where I will meet with your employees in group settings to explain the project, introduce them to the PAQ and provide hints and suggestions on how to fill out this document.

I am also including a check sheet that identifies other information that we will need to prepare the spreadsheets and other items that will be crucial in the development and presentation of our report. It will be beneficial to have this information ready for me to take back following the first on-site project orientation with your court employees.

On behalf of Public Sector Personnel Consultants, I again thank you for your trust in our abilities and look forward to working with you on this most interesting project. Please feel free to contact me at our toll-free number—1-888-522-7772 or via e-mail at fcooper@compensationconsulting.com for any additional assistance you may require.

Sincerely,

Fred R. Cooper
Fred R. Cooper
Vice President
Public Sector Personnel Consultants

C: Henri van Adelsberg, President, PSPC

AGREEMENT
FOR PROFESSIONALS SERVICES TO CONDUCT
A POSITION CLASSIFICATION AND COMPENSATION STUDY
with recommendations
FOR THE MOHAVE COUNTY COURTS

THIS AGREEMENT FOR PROFESSIONAL SERVICES (hereinafter called "Agreement") is made and entered into by and between the Mohave County Superior and Justice Courts including, Clerk of Superior Court, Probation Department and Conciliation Court, hereinafter referred to as "Courts" and Public Sector Personnel Consultants (hereinafter referred to as "PSPC") located at 4110 North Scottsdale Road, Suite, 140, Scottsdale, Arizona.

THIS AGREEMENT constitutes the entire agreement between Mohave County, Mohave County Courts and PSPC and includes the proposal titled "Proposal to Update the Classification and Compensation Plans for the Mohave County Justice Courts and Superior Court" dated February 2002.

MOHAVE COUNTY SUPERIOR AND JUSTICE COURTS
POSITION CLASSIFICATION AND COMPENSATION STUDY

I. PROJECT DESCRIPTION:

The Mohave County Court system, consisting of five justice courts, six divisions of superior court, and the superior court departments of probation/juvenile detention, clerk of superior court, and conciliation court seeks professional personnel and compensation services to provide analysis of 230 staff positions, and to make recommendations regarding possible changes, modification, redefinition and/or restructuring of the compensation and classification system as it applies to the Mohave County Court system staff. The results of this analysis should be a clearly defined compensation and classification system, intended to operate as an independent Mohave County Court system plan.

II. SCOPE OF WORK:

1. Develop and present a position classification and compensation plan for the courts as described in "I. Project Description" utilizing occupational data obtained from published salary data, from the current compensation plan and from employee information.
2. Orient employees in the use of position descriptions questionnaires, and conduct personal interviews in each position type.
3. Develop job descriptions and job titles appropriate for all positions within the courts and related divisions and departments as described in (I).
4. Provided a written report and formal presentation regarding results of analysis and recommendations, as well as implementation costs and strategies.
5. Provide training on proper maintenance and upgrade of the system.

III. SUMMARY OF SERVICES:

Services provided under this agreement are listed in the "Proposal" as submitted by Public Sector Personnel Consultants, February 2002 in Section 1.

IV. IMPLEMENTATION WARRANTY:

Public Sector Personnel Consultants will analyze, classify, and provide a salary range recommendation for any changed or new position or entire job class upon provision of documentation, *at no cost to Mohave County Courts* for the updated plan's first year.

V. DESCRIPTION OF SERVICES:

The following describes the scope of work and deliverables requested from Public Sector Personnel Consultants, PSPC will:

- F. Be responsible for accomplishing and providing all 36 services and products listed in the "Proposal".
- G. Undertake a salary/marketplace survey utilizing published salary information/data from but not limited to:
 - (1) All neighboring competitive markets, including Clark County Nevada, San Bernadino County California, and The Arizona Local Government Salary Survey from all Arizona Counties for relevant Court related public sector jobs; Arizona Local Government Salary Survey (LGSS) for the cities of Phoenix, Tucson, Mesa, Glendale, Scottsdale, Tempe, Chandler, Peoria, Gilbert, Flagstaff, Bullhead City, and Lake Havasu City for relevant Court related public sector jobs; The State of Arizona, Arizona Supreme Court and Arizona Court of Appeals for relevant Court related public sector jobs; The Federal Government for selected relevant Court related public sector jobs; The Arizona Joint Government Salary Survey (JGSS) for relevant private sector jobs.
- H. Review Position Description Questionnaires and/or interview information, market survey and all relevant comparisons, analyze and make specific recommendations regarding all court system positions as to pay range, grade placements and salary level.
- I. Relevant to all supervisory, management and executive level positions: analyze and compare co-related public and private sector positions, optionally consider the factors of education, background, credentials and experience and make recommendations as to pay range, grade placements, and salary level.
- J. Submit and present a written report outlining findings and recommendations, costs of implementation, strategies and related information within a specific timetable.
- K. Provide a diskette or CD containing the salary survey worksheets, final salary graded placements, implementation figures and other related information; and
- L. Provide one paper original, two copies and one diskette or CD containing the final version of all new job descriptions, and any other related information.

VI. COMPENSATION:

The compensation payable to PSPC is \$33,500.00 (Thirty-three Thousand - Five Hundred Dollars) and shall not exceed this amount as total compensation for required work, services and products contained in this contract. This amount shall be payable monthly for services rendered.

VII. TIMETABLE:

January 15, 2003 project start date, on-site orientation, planning, and administration.

By February 28, 2003 complete field interviews re: job classifications.

By March 20, 2003 complete classification work, survey, descriptions, written draft.

March 31, 2003 final report is due.

(This schedule may be modified by mutual written agreement of Mohave County Courts and PSPC)

VIII. CONFIDENTIALITY OF RECORDS:

PSPC will establish and maintain procedures and controls that are acceptable to the Courts for the purposes of assuring that no information contained in its records, or obtained from the Courts or from others in the execution of its services under this agreement will be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under this agreement. PSPC agrees that any information pertaining individual employees of the Courts will not be divulged other than to employees or officers of PSPC as needed for the performance of duties under this agreement, unless otherwise agreed to in writing by the Courts.

IX. INSURANCE:

Without limiting any liabilities or any other obligations of PSPC, PSPC will purchase and maintain in a company or companies lawfully authorized to do business in the State of Arizona, and rated at least "A VII" in the current A.M. Best's, the minimum insurance coverage below:

- A. Commercial general liability, with minimum limits of \$1,000,000. Per occurrence and an unimpaired products and completed operations aggregate limit and general aggregate minimum limit of \$2,000,000. Coverage will be at least as broad as the Insurance Services Office, Inc. form CG25031185, issued on an occurrence basis and endorsed to add the State of Arizona and Mohave County as additional insureds with reference to this agreement. The policy will include coverage for:

- bodily injury
- broad form property damage (included completed operations)
- personal injury
- blanket contractual liability
- products and completed operations, and this coverage will extend for one year past acceptance, cancellation or termination of the services or work defined in this agreement
- fire legal liability

B. Business automobile liability, with minimum limits of \$1,000,000.00 per occurrence combined single limit, with Insurance Service Office, Inc. declarations to include symbol one (any auto) applicable to claims arising from bodily injury, death or property damage arising out of the ownership, maintenance or use of any auto. The policy will be endorsed to add the State of Arizona as additional insured with reference to this agreement.

C. Workers compensation and employers liability insurance for employees as required by the State of Arizona Workers Compensation statutes, as follows:

Workers compensation (coverage a) statutory Arizona benefits,
Employers liability (coverage b)

- \$500,000. each accident
- \$500,000. each employee/disease
- \$1,000,000. policy limit/disease

Policy will include endorsement for all state coverage for the state of hire.

- D. Courts reserves the right to request and receive certified copies of all policies and endorsements at any time during the term of this agreement. Upon such request, PSPC will deliver the requested information within ten (10) calendar days.
- E. Certificates of insurance acceptable to the State of Arizona and Mohave County will be issued and delivered prior to the commencement of the work defined in this agreement, and will identify this agreement and include certified copies of endorsements naming the State of Arizona and Mohave County as additional insureds for liability coverages. The certificates, insurance policies and endorsements required by this paragraph will contain a provision that coverages afforded will not be cancelled until at least fifty (50) days prior written notice has been given to Courts. All coverages, conditions, limits and endorsements will remain in full force and effect as required by this agreement.
- F. Failure on the part of PSPC to meet these requirements will constitute a material breach of contract, upon which Courts may immediately terminate this agreement, or at its discretion, procure or renew such insurance and pay any and all premiums in connection herewith, and all monies so paid by Courts will be repaid by PSPC upon demand, or Courts may offset the cost for the premiums against any monies

due PSPC. Costs for coverages broader than those required or for limits in excess of those required will not be charged to Courts.
PSPC and its insurer(s) providing the required coverages will waive their rights of recovery against Courts, the State of Arizona and their departments, employees and officers, agencies, boards and commissions.

X. INDEPENDENT CONTRACTOR STATUS:

PSPC is an independent contractor in the performance of work and the provision of services under this agreement and is not to be considered an officer, employee, or agent of the State of Arizona, or Courts.

XI. AUDIT OF RECORDS:

Pursuant to A.R.S. § 35-214, PSPC will retain and will contractually require each subcontractor to retain all data, books and other records ("records") relating to the agreement for a period of five years after completion of the agreement. All records will be subject to inspection and audit for a period of five years by Courts at reasonable times. Upon request, PSPC will produce the original of any or all such records.

XII. CANCELLATION FOR CONFLICT OF INTEREST:

Pursuant to A.R.S. § 38-511, Mohave County, its political subdivision or a department or agency of either may, within three years after its execution, cancel any agreement, without penalty or further obligations, made by Mohave County, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting, or creating the agreement on behalf of Mohave County, its political subdivisions or any of the departments or agencies of either is, at any time while the agreement or any extension of the agreement is in effect, an employee or agent of any other party to the agreement in any capacity or a consultant to any other party of the agreement with respect to the subject matter of the agreement. A cancellation made pursuant to this provision will be effective when written notice of the cancellation from such party is received by other parties to the agreement unless the notice specifies a later time.

XIII. NON-DISCRIMINATION:

PSPC will comply with Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, national origin or political affiliation, will have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. PS/PC will take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin, age or disability.

XIV. THIRD PARTY ANTITRUST VIOLATIONS:

PSPC assigns to Courts any claim for overcharges resulting from antitrust violations to the extent that such violations concern material or services supplied by third parties to PSPC toward fulfillment of this agreement.

XV. APPLICABLE LAW:

This agreement will be governed and interpreted by the laws of the State of Arizona and the administrative rules promulgated by the Arizona Supreme Court with respect to agreements for professional services.

XVI. ARBITRATION:

The parties to this agreement agree to resolve all disputes arising out of or relating to this agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes.

XVII. NON-AVAILABILITY OF FUNDS:

Every payment obligation of Courts under this agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this agreement, this agreement may be terminated by the Courts at the end of the period for which funds are available. No liability will accrue to Courts in the event this provision is exercised, and Courts will not be obligated or liable for any future payments or any damages as a result of termination under this paragraph.

XVIII. TERM

The term of this agreement will begin on January 15, 2003 and end on or before March 31, 2003.

XIX. COPYRIGHTS AND OWNERSHIP OF MATERIAL:

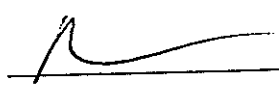
PSPC grant to Courts and its assignees all rights, title and interest in, and to all data, materials or work products or created as a result of this agreement.

XX. LICENSES AND PERMITS:

PS/PC will at its own cost and expense, obtain and maintain all licenses, permits, and authority necessary to do business, render services, and perform work pursuant to this agreement. PSPC will comply with all laws regarding unemployment insurance, disability insurance, and workers compensation.

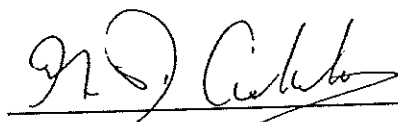
ACCEPTED AND AGREED:

Mohave County Courts


_____ 1/16/03
Date

Judge Robert R. Moon,
Presiding Superior Court Judge

Public Sector Personnel Consultants


_____ 1/03/03
Date

Mr. Henri R. van Adelsberg
President

NOTICE OF AWARD

We are pleased to notify you that your proposal in response to our "Request for Quote" has been accepted. A contract "Agreement" in the amount of thirty three thousand and five hundred dollars (\$33,500.00) has been enclosed for your review and signature, and will become effective subject to final approval and signature of the Mohave County Presiding Judge.

PAUL THOMAS



CLASSIFICATION & COMPENSATION PROJECT CHECKLIST FOR CLIENT PERSONNEL DEPARTMENTS

DOCUMENTATION REQUESTED FROM: MOHAWE County Courts

- 1 SET(S) OF CLASS SPECIFICATIONS/JOB DESCRIPTIONS
- 1 SET(S) OF DEPARTMENTAL ORGANIZATION CHARTS (AT POSITION LEVEL)

THE FOLLOWING BULLETED ITEMS ARE TO BE TRANSMITTED OR MAILED AS EITHER AN MS EXCEL OR A COMMA DELIMITED ELECTRONIC FILE (PLEASE CALL IF YOU NEED CLARIFICATION ON THE TRANSMITTAL METHOD):

- LIST OF CLASS/JOB TITLES WITH SALARY RANGE/GRADES
- LIST OF EMPLOYEES TO INCLUDE: - ELECTRONIC / SPREADSHEET (EXCEL) *
 - ◊ EMPLOYEE NUMBER OR SOCIAL SECURITY NUMBER
 - ◊ CLASS TITLE AND CLASS CODE (IF APPLICABLE)
 - ◊ GRADE/STEP
 - ◊ DEPARTMENT AND/OR DIVISION
 - ◊ SALARY
 - ◊ FTE STATUS
 - ◊ FLSA
- COPY OF SALARY RANGE/GRADE STRUCTURE TABLE
- COPY OF SALARY ADMINISTRATION POLICIES AND PROCEDURES
- COPY OF PERFORMANCE APPRAISAL PLAN
- COPY OF PERFORMANCE APPRAISAL TO SALARY RANGE LINKAGE GUIDE
- POINT FACTOR OR QUANTITATIVE JOB CONTENT EVALUATION INSTRUMENT
- LISTING OF JOB CONTENT POINTS FOR EACH JOB/CLASS
- COPY OF JOB CONTENT POINTS TO SALARY RANGE/GRADE LINKAGE GUIDE
- COPIES OF LOCAL/REGIONAL EXTERNAL SALARY SURVEY REPORT(S)
- POSITION DESCRIPTION QUESTIONNAIRE COMPLETION CONTROL LIST
- COMPLETED POSITION DESCRIPTION QUESTIONNAIRE (PDQ) FOR EACH POSITION
- SUMMARY OF INFORMATION ON EMPLOYEE BENEFIT PLANS
- EMPLOYMENT DATE FOR EACH EMPLOYEE (IF \$ INCREASES BASED ON LONGEVITY)
- LETTERHEAD STATIONERY AND ENVELOPES/LABELS FOR SURVEY MAILING
- _____
- _____

SAMPLE

**Proposed sample letter to employees about project—feel free to rewrite/
edit for your writing style and level of information you want to provide.**

Dear Court Employee:

The county-funded courts of Mohave County have contracted with Public Sector Personnel Consultants (PSPC) of Scottsdale, Arizona, to conduct a comprehensive classification and compensation study for all positions existing in the courts. PSPC is a nationally known human resources consulting company that has conducted nearly 1,000 classification and compensation projects throughout the United States.

This effort will result in a classification system that identifies the jobs—and levels of jobs—that exist in the courts of Mohave County and its various departments. While the format has not yet been finalized, modern, up-to-date job descriptions that will identify the basic elements of the job—not how you do what you do but what the position is there to do—will be written.

The compensation side of the project will be to survey the “marketplace”, determine where court positions are in the marketplace and provide salary range assignment recommendations for each classification that will represent a combination of the “value” of the job in the marketplace, the application of commonly accepted human resources principles related to salary range separation between levels of jobs and the internal equities of jobs within the courts of Mohave County.

The end result of this project will be to provide a classification system that identifies jobs and levels of jobs that exist within the courts, provide up-to-date job descriptions that define the work performed by each classification and make salary recommendations that will permit the Mohave County courts to attract competent, qualified, skilled, trained applicants to vacant positions and to retain the court’s trained, skilled and competent current employees. As in all similar projects, implementation will ultimately be based on the ability to fund the recommendations.

You will be part of this effort. In the next few weeks, you will be scheduled to attend a project orientation meeting with Fred Cooper of Public Sector Personnel Consultants. Before becoming a consultant with PSPC, he served for nearly 25 years as a trial court administrator in both general and limited jurisdiction courts in several states. At the orientation, he will go over the project, hand out and explain the Position Analysis Questionnaire (PAQ), a document you will be required to complete and turn in to your supervisor for review. This document will be used to guide the subsequent job content interviews.

He will return approximately three weeks later and conduct job content interviews with one or more of you from each existing job classification. Not every employee will be interviewed and you will be advised by Court Administration as to whether you will be interviewed and if to be interviewed, the time and date for the interview. Rest assured, we will schedule as many interviews as possible given the timeframe for the project and the funds allocated for this portion of the work.

Mr. Cooper knows courts and their operation—from the clerk's office to the courtroom to probation to setting up case, cash and records management programs, special projects, automation, facilities, security and related court-administration responsibilities.

As a consultant, he has been the project manager of more than 75 classification and compensation projects, including the creation and implementation of the classification and compensation system currently utilized by the judicial branch of the State of New Hampshire, the trial and appellate courts of the Navajo Nation as well as the personnel system for Yuma County Superior Court. The Yuma County Justice Court project is awaiting implementation. He has designed more than a dozen other classification and compensation systems when courts were included within a city or county project rather than as a stand-alone court-specific project such as this.

We are looking forward to starting this project and will advise you of the project orientation and subsequent interview schedules.

Sincerely,

Court Administrator? Presiding Judge?

DRAFT



POSITION ANALYSIS QUESTIONNAIRE

SUPERIOR AND JUSTICE COURT OF MOHAVE COUNTY

This form is designed to assist you in describing your position. You are asked to fill out this form because you know the duties and responsibilities of your position better than anyone else. If a question does not apply to your position, please write "Not Applicable" or "N/A" for that item. Please provide your answers very legibly. Thank you for your cooperation. **NOTE:** It is the *position* that is being studied, not the employee.

POSITION'S OFFICIAL JOB TITLE: _____

EMPLOYEE'S NAME: _____

DEPARTMENT / LOCATION: _____

SUPERVISOR'S NAME & TITLE: _____

WORK TELEPHONE NUMBER: _____ E-mail: _____

- A. **POSITION'S PURPOSE:** Please state briefly, in several sentences, the principle purpose or function of your position. How would you describe your job to a new neighbor, a new co-worker, a "long-lost" relative or someone else you have just met or not seen in some time. In effect, briefly describe **What** is your job, **What** is its major objective, and **Why** does the position exist.

NOTE: If your position requires the performance of two or more entirely different occupational assignments (such as Senior Programmer/Automotive Mechanic), please answer Question A on both occupations. Add additional pages if required.

B. **WORK ACTIVITIES LIST:** Please describe the major elements of what you do on your job. List only the major functions (not to exceed the 8 most important), separately, in order of importance. Provide a one or two line description of each of those duties so that it can be understood by someone not familiar with this kind of work. Indicate the approximate percentage of total working time you spend on each major work activity. We do not need to know HOW you do the function, but rather, WHAT it is you do. You may use any time period that is convenient, such as daily, weekly, monthly, or yearly but be consistent (all weekly, all monthly, etc.). Percentages should add up to 100%.

<u>% of Time</u>	<u>Major Duties</u>
1. _____	
2. _____	
3. _____	
4. _____	
5. _____	
6. _____	
7. _____	
8. _____	

C. **KNOWLEDGE & SKILLS:** What knowledges and skills are required to perform your job? These may be required to be considered a viable applicant at the time of application OR you may be required to demonstrate proficiency, understanding and capabilities after being in the position for some time.

- | | |
|--|---|
| <input type="checkbox"/> Applicable Federal/State/County/City Statutes, Rules, Ordinances, Codes, etc. | <input type="checkbox"/> Basic/Intermediate Bookkeeping and/or Accounting |
| <input type="checkbox"/> Organization's Policies & Procedures | <input type="checkbox"/> File and Records Management |
| <input type="checkbox"/> Department's/Division's Policies & Procedures | <input type="checkbox"/> Inventory Control |
| <input type="checkbox"/> Management and/or Supervision | <input type="checkbox"/> Legislative Process |
| <input type="checkbox"/> Budgeting | <input type="checkbox"/> Court Process/Legal Terminology |
| <input type="checkbox"/> Strategic Planning | <input type="checkbox"/> _____ |
| <input type="checkbox"/> GAAP/Highest Level Accounting Functions | <input type="checkbox"/> _____ |
| <input type="checkbox"/> _____ | <input type="checkbox"/> _____ |
| <input type="checkbox"/> _____ | <input type="checkbox"/> _____ |

D. **EQUIPMENT, TOOLS AND MATERIALS :**

What machinery, vehicles or motorized equipment do you use in your work, and how often do you use each (daily, weekly, etc.)?

What hand tools and/or instruments (include PCs, standard office equipment—fax, copy machine, calculator, typewriter, telephone--, weapons, laboratory equipment, etc.) do you use in your work, and how often do you use each (daily, weekly, etc.)?

- | | | |
|--|---|---|
| <input type="checkbox"/> Personal Computer | <input type="checkbox"/> "Commonly" Used Software | <input type="checkbox"/> "Specialized" Software |
| <input type="checkbox"/> "Standard" Office Equipment | <input type="checkbox"/> _____ | <input type="checkbox"/> _____ |
| <input type="checkbox"/> _____ | <input type="checkbox"/> _____ | <input type="checkbox"/> _____ |
| <input type="checkbox"/> _____ | <input type="checkbox"/> _____ | <input type="checkbox"/> _____ |
| <input type="checkbox"/> _____ | <input type="checkbox"/> _____ | <input type="checkbox"/> _____ |

E. **PHYSICAL REQUIREMENTS:** (Questions for compliance with the Americans with Disabilities Act) Are there any special or unusual physical skills or efforts required on your job (e.g., climb ladders, dig/work in trenches, handle extremely hot or cold materials, etc.)? Also see Section F.

What approximate percentage of your total time on this job do you spend doing the following (these may add up to more than 100%)?

Standing ____% Walking ____% Sitting ____% Driving ____%

Listening ____% Talking ____% Other (give examples) _____ / ____%

How much weight are you required to manually lift at any one time? ____pounds

Is the lifting done regularly? Yes No For how many hours per day _____

How much weight are you required to manually carry at any one time? ____pounds

Is the carrying done regularly? Yes No How many hours per day? _____

F. **EXTRAORDINARY WORKING CONDITIONS:** What unusual and/or special working conditions affect or are part of your job? Please mark all that apply.

___ dangerous machinery (examples) _____

___ exposure to extreme weather conditions (examples) _____

___ potential physical harm (examples) _____

___ hazardous chemicals (examples) _____

___ infectious disease (examples) _____

___ other (examples) _____

G. **PROBLEM-SOLVING INSTRUCTIONS:**

Are instructions provided to you: Orally In Writing Computer E-Mail

How specific or general are these instructions? Please explain.

How are priorities and/or deadlines decided for your position?

What occasions are there (if any) when instructions are not provided?

At what stage, and by whom (job title) are your assignments normally reviewed?

How can you and your supervisor determine the quality of your work?

How often do you meet with your supervisor, and for what purposes?

H. EDUCATION, TRAINING AND EXPERIENCE

Please indicate the MINIMUM educational level required to do your job.

HS Diploma/GED Associate's Degree Bachelor's Degree Graduate Degree
 Post Grad Degree (PhD) Professional Degree (e.g., Law, Medicine, etc)
 Other (please indicate) _____

Please identify any degree or trade-related field(s) of education/training (e.g., accounting, journalism, engineering, business administration, criminal justice, automotive diagnostics, fire science, police science, etc.) that would be taken to obtain educational exposure to the work performed.

Please indicate the number of years and type of prior job *experience* that is essential before an average person could perform your job successfully?

What license(s), certification, registration, or other regulatory requirements, if any, are **REQUIRED** to have and maintain for your job? NONE or provide name/type/class/level of license/certification/registration and the issuing agency.

Is/are these license(s), certification(s), registration(s) required at time of application? Y N
If not at the time of application, then within _____ weeks/ _____ months/ _____ years of hire?

I. AUTHORITY / ACCOUNTABILITY

What kinds of actions, documents, plans or functions *require* your authorization?

What kinds of significant decisions are you authorized to make *without* clearing them through your supervisor?

What work decisions *require* clearance from your supervisor? Please give example.

What are the most difficult/important decisions you make? Describe their impact on your organizational unit, other employees, students, members of the public and/or the community.

J. **INTERACTION WITH OTHERS:** To do your job effectively, what people are you required to interact with, other than your immediate supervisor and co-workers:

Within your organization, please indicate the job titles and departments of the employees with whom you regularly work.

Outside of your organization, indicate the nature of your contacts with members of the community, other governmental agencies, vendors, contractors, etc.

EMPLOYEE SIGNATURE: _____ Date: _____

SUPERVISOR'S REVIEW FOR ACCURACY: I have reviewed and discussed the contents of this position description with the employee. Except for the items noted below, I find the PDQ accurate and complete.

IMMEDIATE SUPERVISOR SIGNATURE: _____ Date: _____

DEPARTMENT/DIVISION HEAD'S COMMENTS:

SIGNATURE OF DEPARTMENT/DIVISION HEAD: _____ Date: _____

Received/Reviewed (if applicable) by Personnel Department: Date: _____

PUBLIC SECTOR PERSONNEL CONSULTANTS

SUPERVISORY POSITION SUPPLEMENTAL QUESTIONNAIRE

(To be completed only by individuals who supervise other employees)

Please review this page. If it does not apply to your responsibilities, mark NA across the page and leave it attached to the PDQ

K. **SUPERVISION/SPAN OF CONTROL:** Please indicate the (1) job titles and (2) names of the employees who report *directly* to you, and not through a subordinate supervisor. Include temporary, community service, student workers, interns, and part-time workers.

JOB TITLE:

NAME(S):

Please indicate the job titles, and name/number of positions for each, that report to your direct subordinates.

L. **SUPERVISORY RESPONSIBILITIES:** Does your position have the authority to take any of the following actions? If not, does your supervisor rely *mainly* on your recommendation to make the decision? If you mark one YES, please mark all others as appropriate.

	<u>Yes</u>	<u>No</u>	<u>Recmd</u>		<u>Yes</u>	<u>No</u>	<u>Recmd</u>
Hire employees	<input type="checkbox"/>	<input type="checkbox"/>	_____	Prepare employees'			
Promote employees	<input type="checkbox"/>	<input type="checkbox"/>	_____	performance appraisals	<input type="checkbox"/>	<input type="checkbox"/>	_____
Transfer employees	<input type="checkbox"/>	<input type="checkbox"/>	_____	Approve sick leave/vacation	<input type="checkbox"/>	<input type="checkbox"/>	_____
Prepare work schedule	<input type="checkbox"/>	<input type="checkbox"/>	_____	Recall employees to work			
Assign/review work	<input type="checkbox"/>	<input type="checkbox"/>	_____	in emergencies	<input type="checkbox"/>	<input type="checkbox"/>	_____
Train employees	<input type="checkbox"/>	<input type="checkbox"/>	_____	Award merit increase	<input type="checkbox"/>	<input type="checkbox"/>	_____
Assign/approve overtime	<input type="checkbox"/>	<input type="checkbox"/>	_____	Discipline employees	<input type="checkbox"/>	<input type="checkbox"/>	_____
Assign/approve comp time	<input type="checkbox"/>	<input type="checkbox"/>	_____	Suspend employees	<input type="checkbox"/>	<input type="checkbox"/>	_____
				Terminate employees	<input type="checkbox"/>	<input type="checkbox"/>	_____

EMPLOYEE SIGNATURE: _____

Date: _____

IMMEDIATE SUPERVISOR SIGNATURE: _____

Date: _____

PUBLIC SECTOR PERSONNEL CONSULTANTS