PROFESSIONAL SERVICES AGREEMENT
City Manager’s Office
701 Laurel St., Menlo Park, CA 94025
tel 650-330-6620

Agreement #: 3175

AGREEMENT FOR SERVICES BETWEEN
THE CITY OF MENLO PARK AND CPS HR CONSULTING

THIS AGREEMENT made and entered into at Menlo Park, California, this 3/19/2021, by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as "CITY," and CPS HR CONSULTING, hereinafter referred to as “FIRST PARTY.”

WITNESSETH:

WHEREAS, CITY desires to retain FIRST PARTY to provide certain professional services for CITY in connection with that certain project called: Classification studies

WHEREAS, FIRST PARTY is licensed to perform said services and desires to and does hereby undertake to perform said services.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, PROMISES AND CONDITIONS of each of the parties hereto, it is hereby agreed as follows:

1. SCOPE OF WORK

In consideration of the payment by CITY to FIRST PARTY, as hereinafter provided, FIRST PARTY agrees to perform all the services as set forth in Exhibit "A," Scope of Services.

2. SCHEDULE FOR WORK

FIRST PARTY’s proposed schedule for the various services required pursuant to this agreement will be as set forth in Exhibit "A," Scope of Services. CITY will be kept informed as to the progress of work by written reports, to be submitted monthly or as otherwise required in Exhibit "A." Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents or other events beyond the control of the other, or the other’s employees and agents.

FIRST PARTY shall commence work immediately upon receipt of a "Notice to Proceed" from CITY. The "Notice to Proceed" date shall be considered the "effective date" of the agreement, as used herein, except as otherwise specifically defined. FIRST PARTY shall complete all the work and deliver to CITY all project related files, records, and materials within one month after completion of all of FIRST PARTY’s activities required under this agreement.

3. PROSECUTION OF WORK

FIRST PARTY will employ a sufficient staff to prosecute the work diligently and continuously and will complete the work in accordance with the schedule of work approved by the CITY. (See Exhibit "A," Scope of Services).
4. COMPENSATION AND PAYMENT

A. CITY shall pay FIRST PARTY an all-inclusive fee that shall not exceed $20,515 as described in Exhibit "A," Scope of Services. All payments shall be inclusive of all indirect and direct charges to the Project incurred by FIRST PARTY. The CITY reserves the right to withhold payment if the City determines that the quantity or quality of the work performed is unacceptable.

B. FIRST PARTY’s fee for the services as set forth herein shall be considered as full compensation for all indirect and direct personnel, materials, supplies and equipment, and services incurred by FIRST PARTY and used in carrying out or completing the work.

C. Payments shall be monthly for the invoice amount or such other amount as approved by CITY. As each payment is due, the FIRST PARTY shall submit a statement describing the services performed to CITY. This statement shall include, at a minimum, the project title, agreement number, the title(s) of personnel performing work, hours spent, payment rate, and a listing of all reimbursable costs. CITY shall have the discretion to approve the invoice and the work completed statement. Payment shall be for the invoice amount or such other amount as approved by CITY.

D. Payments are due upon receipt of written invoices. CITY shall have the right to receive, upon request, documentation substantiating charges billed to CITY. CITY shall have the right to perform an audit of the FIRST PARTY’s relevant records pertaining to the charges.

5. EQUAL EMPLOYMENT OPPORTUNITY

A. FIRST PARTY, with regard to the work performed by it under this agreement shall not discriminate on the grounds of race, religion, color, national origin, sex, handicap, marital status or age in the retention of sub-consultants, including procurement of materials and leases of equipment.

B. FIRST PARTY shall take affirmative action to insure that employees and applicants for employment are treated without regard to their race, color, religion, sex, national origin, marital status or handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training including apprenticeship.

C. FIRST PARTY shall post in prominent places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

D. FIRST PARTY shall state that all qualified applications will receive consideration for employment without regard to race, color, religion, sex, national origin, marital status or handicap.

E. FIRST PARTY shall comply with Title VI of the Civil Rights Act of 1964 and shall provide such reports as may be required to carry out the intent of this section.

F. FIRST PARTY shall incorporate the foregoing requirements of this section in FIRST PARTY’s agreement with all sub-consultants.

6. ASSIGNMENT OF AGREEMENT AND TRANSFER OF INTEREST

A. FIRST PARTY shall not assign this agreement, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the CITY thereto, provided, however, that claims for money due or to become due to the FIRST PARTY from the CITY under this agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of an intended assignment or transfer shall be furnished promptly to the CITY.

B. In the event there is a change of more than 30 percent of the stock ownership or ownership in FIRST PARTY from the date of this agreement is executed, then CITY shall be notified before the date of said change of stock ownership or interest and CITY shall have the right, in event of such change in stock ownership or interest, to terminate this agreement upon notice to FIRST PARTY. In the event CITY is not notified of any such change in stock ownership or interest, then upon knowledge of same, it shall be deemed that CITY has terminated this agreement.
7. INDEPENDENT WORK CONTROL

It is expressly agreed that in the performance of the service necessary for compliance with this agreement, FIRST PARTY shall be and is an independent contractor and is not an agent or employee of CITY. FIRST PARTY has and shall retain the right to exercise full control and supervision of the services and full control over the employment, direction, compensation and discharge of all persons assisting FIRST PARTY in the performance of FIRST PARTY’s services hereunder. FIRST PARTY shall be solely responsible for its own acts and those of its subordinates and employees.

8. CONSULTANT QUALIFICATIONS

It is expressly understood that FIRST PARTY is licensed and skilled in the professional calling necessary to perform the work agreed to be done by it under this agreement and CITY relies upon the skill of FIRST PARTY to do and perform said work in a skillful manner usual to the profession. The acceptance of FIRST PARTY’s work by CITY does not operate as a release of FIRST PARTY from said understanding.

9. NOTICES

All notices hereby required under this agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid or by overnight courier service. Notices required to be given to CITY shall be addressed as follows:

Theresa DellaSanta
Administrative Services Department/HR Division
City of Menlo Park
701 Laurel St.
Menlo Park, CA 94025
650-330-6672
tndellasanta@menlopark.org

Notices required to be given to FIRST PARTY shall be addressed as follows:
CPS HR Consulting
Lisa Conner

Provided that any party may change such address by notice, in writing, to the other party and thereafter notices shall be addressed and transmitted to the new address.

10. HOLD HARMLESS

The FIRST PARTY shall defend, indemnify and hold harmless the CITY, its subsidiary agencies, their officers, agents, employees and servants from all claims, suits or actions that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the FIRST PARTY brought for, or on account of, injuries to or death of any person or damage to property resulting from the performance of any work required by this agreement by FIRST PARTY, its officers, agents, employees and servants. Nothing herein shall be construed to require the FIRST PARTY to defend, indemnify or hold harmless the CITY, its subsidiary agencies, their officers, agents, employees and servants against any responsibility to liability in contravention of Section 2782.8 of the California Civil Code.
11. INSURANCE

A. FIRST PARTY shall not commence work under this agreement until all insurance required under this Section has been obtained and such insurance has been approved by the City, with certificates of insurance evidencing the required coverage.

B. There shall be a contractual liability endorsement extending the FIRST PARTY’s coverage to include the contractual liability assumed by the FIRST PARTY pursuant to this agreement. These certificates shall specify or be endorsed to provide that thirty (30) days’ notice must be given, in writing, to the CITY, at the address shown in Section 9, of any pending cancellation of the policy. FIRST PARTY shall notify CITY of any pending change to the policy. All certificates shall be filed with the City.

1. Workers’ compensation and employer’s liability insurance:
   The FIRST PARTY shall have in effect during the entire life of this agreement workers’ compensation and Employer’s Liability Insurance providing full statutory coverage. In signing this agreement, the FIRST PARTY makes the following certification, required by Section 18161 of the California Labor Code: "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this agreement" (not required if the FIRST PARTY is a Sole Proprietor).

2. Liability insurance:
   The FIRST PARTY shall take out and maintain during the life of this agreement such Bodily Injury Liability and Property Damage Liability Insurance (Commercial General Liability Insurance) on an occurrence basis as shall protect it while performing work covered by this agreement from any and all claims for damages for bodily injury, including accidental death, as well as claims for property damage which may arise from the FIRST PARTY’s operations under this agreement, whether such operations be by FIRST PARTY or by any sub-consultant or by anyone directly or indirectly employed by either of them. The amounts of such insurance shall be not less than one million dollars ($1,000,000) per occurrence and one million dollars ($1,000,000) in aggregate, or one million dollars ($1,000,000) combined single limit bodily injury and property damage for each occurrence. FIRST PARTY shall provide the CITY with acceptable evidence of coverage, including a copy of all declarations of coverage exclusions. FIRST PARTY shall maintain Automobile Liability Insurance pursuant to this agreement in an amount of not less than one million dollars ($1,000,000) for each accident combined single limit or not less than one million dollars ($1,000,000) for any one (1) person, and one million dollars ($1,000,000) for any one (1) accident, and Three Hundred Thousand Dollars, ($300,000) property damage.

3. Professional liability insurance:
   FIRST PARTY shall maintain a policy of professional liability insurance, protecting it against claims arising out of the negligent acts, errors, or omissions of FIRST PARTY pursuant to this agreement, in the amount of not less than one million dollars ($1,000,000) per claim and in the aggregate. Said professional liability insurance is to be kept in force for not less than one (1) year after completion of services described herein.

C. CITY and its subsidiary agencies, and their officers, agents, employees and servants shall be named as additional insured on any such policies of Commercial General Liability and Automobile Liability Insurance, (but not for the Professional Liability and workers’ compensation), which shall also contain a provision that the insurance afforded thereby to the CITY, its subsidiary agencies, and their officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if the CITY, its subsidiary agencies and their officers and employees have other insurance against a loss covered by a policy, such other insurance shall be excess insurance only.

D. In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, CITY, at its option, may, notwithstanding any other provision of this agreement to the contrary, immediately declare a material breach of this agreement and suspend all further work pursuant to this agreement.

E. Before the execution of this agreement, any deductibles or self-insured retentions must be declared to and approved by CITY.
12. PAYMENT OF PERMITS/LICENSES

Contractor shall obtain any license, permit, or approval if necessary from any agency whatsoever for the work/services to be performed, at his/her own expense, before commencement of said work/services or forfeit any right to compensation under this agreement.

13. RESPONSIBILITY AND LIABILITY FOR SUB-CONSULTANTS AND/OR SUBCONTRACTORS

Approval of or by CITY shall not constitute nor be deemed a release of responsibility and liability of FIRST PARTY or its sub-consultants and/or subcontractors for the accuracy and competency of the designs, working drawings, specifications or other documents and work, nor shall its approval be deemed to be an assumption of such responsibility by CITY for any defect in the designs, working drawings, specifications or other documents prepared by FIRST PARTY or its sub-consultants and/or subcontractors.

14. OWNERSHIP OF WORK PRODUCT

Work products of FIRST PARTY for this project, which are delivered under this agreement or which are developed, produced and paid for under this agreement, shall become the property of CITY. The reuse of FIRST PARTY’s work products by City for purposes other than intended by this agreement shall be at no risk to FIRST PARTY.

15. REPRESENTATION OF WORK

Any and all representations of FIRST PARTY, in connection with the work performed or the information supplied, shall not apply to any other project or site, except the project described in Exhibit "A" or as otherwise specified in Exhibit "A."

16. TERMINATION OF AGREEMENT

A. CITY may give thirty (30) days written notice to FIRST PARTY, terminating this agreement in whole or in part at any time, either for CITY’s convenience or because of the failure of FIRST PARTY to fulfill its contractual obligations or because of FIRST PARTY’s change of its assigned personnel on the project without prior CITY approval. Upon receipt of such notice, FIRST PARTY shall:
   1. Immediately discontinue all services affected (unless the notice directs otherwise); and
   2. Deliver to the CITY all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated or produced by FIRST PARTY in performing work under this agreement, whether completed or in process.

B. If termination is for the convenience of CITY, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.

C. If the termination is due to the failure of FIRST PARTY to fulfill its agreement, CITY may take over the work and prosecute the same to completion by agreement or otherwise. In such case, FIRST PARTY shall be liable to CITY for any reasonable additional cost occasioned to the CITY thereby.

D. If, after notice of termination for failure to fulfill agreement obligations, it is determined that FIRST PARTY had not so failed, the termination shall be deemed to have been effected for the convenience of the CITY. In such event, adjustment in the contract price shall be made as provided in Paragraph B of this Section.

E. The rights and remedies of the CITY provided in this Section are in addition to any other rights and remedies provided by law or under this agreement.

F. Subject to the foregoing provisions, the CITY shall pay FIRST PARTY for services performed and expenses incurred through the termination date.
<table>
<thead>
<tr>
<th>Section</th>
<th>Text</th>
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<tbody>
<tr>
<td><strong>17. INSPECTION OF WORK</strong></td>
<td>It is FIRST PARTY’s obligation to make the work product available for CITY’s inspections and periodic reviews upon request by CITY.</td>
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<tr>
<td><strong>18. COMPLIANCE WITH LAWS</strong></td>
<td>It shall be the responsibility of FIRST PARTY to comply with all State and Federal Laws applicable to the work and services provided pursuant to this agreement, including but not limited to compliance with prevailing wage laws, if applicable.</td>
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</table>
| **19. BREACH OF AGREEMENT** | A. This agreement is governed by applicable federal and state statutes and regulations. Any material deviation by FIRST PARTY for any reason from the requirements thereof, or from any other provision of this agreement, shall constitute a breach of this agreement and may be cause for termination at the election of the CITY.  
B. The CITY reserves the right to waive any and all breaches of this agreement, and any such waiver shall not be deemed a waiver of any previous or subsequent breaches. In the event the CITY chooses to waive a particular breach of this agreement, it may condition same on payment by FIRST PARTY of actual damages occasioned by such breach of agreement. |
| **20. SEVERABILITY** | The provisions of this agreement are severable. If any portion of this agreement is held invalid by a court of competent jurisdiction, the remainder of the agreement shall remain in full force and effect unless amended or modified by the mutual consent of the parties. |
| **21. CAPTIONS** | The captions of this agreement are for convenience and reference only and shall not define, explain, modify, limit, exemplify, or aid in the interpretation, construction, or meaning of any provisions of this agreement. |
| **22. LITIGATION OR ARBITRATION** | In the event that suit or arbitration is brought to enforce the terms of this agreement, the prevailing party shall be entitled to litigation costs and reasonable attorneys’ fees. The Dispute Resolution provisions are set forth on Exhibit "B," ‘Dispute Resolution’ attached hereto and by this reference incorporated herein. |
| **23. RETENTION OF RECORDS** | Contractor shall maintain all required records for three years after the City makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the City, a federal agency, and the state of California. |
| **24. TERM OF AGREEMENT** | This agreement shall remain in effect for the period of March 15, 2021 through June 30, 2021 unless extended, amended, or terminated in writing by CITY. |
25. ENTIRE AGREEMENT

This document constitutes the sole agreement of the parties hereto relating to said project and states the rights, duties, and obligations of each party as of the document's date. Any prior agreement, promises, negotiations, or representations between parties not expressly stated in this document are not binding. All modifications, amendments, or waivers of the terms of this agreement must be in writing and signed by the appropriate representatives of the parties to this agreement.

26. STATEMENT OF ECONOMIC INTEREST

Consultants, as defined by Section 18701 of the Regulations of the Fair Political Practices Commission, Title 2, Division 6 of the California Code of Regulations, are required to file a Statement of Economic Interests with 30 days of approval of a contract services agreement with the City of its subdivisions, on an annual basis thereafter during the term of the contract, and within 30 days of completion of the contract.

Based upon review of the Consultant’s Scope of Work and determination by the City Manager, it is determined that Consultant IS NOT required to file a Statement of Economic Interest. A statement of Economic Interest shall be filed with the City Clerk’s office no later than 30 days after the execution of the agreement.

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

FOR FIRST PARTY:

Sandy Macdonald-Hopp

Signature

Printed name

Tax ID#

3/16/2021

Date

CFO

Title

APPROVED AS TO FORM:

Nira Doherty

Date

3/16/2021

Nira F. Doherty, City Attorney

FOR CITY OF MENLO PARK:

Nick Pegueros

Date

3/19/2021

Nick Pegueros, Assistant City Manager

ATTEST:

Judi A. Herren, City Clerk

Date

3/19/2021
EXHIBIT "A" – SCOPE OF SERVICES

A1. SCOPE OF WORK

FIRST PARTY agrees to provide consultant services for CITY's Administrative Services Department. In the event of any discrepancy between any of the terms of the FIRST PARTY's proposal and those of this agreement, the version most favorable to the CITY shall prevail. FIRST PARTY shall provide the following services:

Provide consultant services set forth in Exhibit A-1, attached hereto.

FIRST PARTY agrees to perform these services as directed by the CITY in accordance with the standards of its profession and CITY's satisfaction.

A2. COMPENSATION

CITY shall pay FIRST PARTY an all-inclusive fee of $20,515 as described in Exhibit "A," Scope of Services. All payments, shall be inclusive of all indirect and direct charges to the Project incurred by FIRST PARTY. The CITY reserves the right to withhold payment if the City determines that the quantity or quality of the work performed is unacceptable.

FIRST PARTY's fee for the services as set forth herein shall be considered as full compensation for all indirect and direct personnel, materials, supplies and equipment, and services incurred by FIRST PARTY and used in carrying out or completing the work.

Payments shall be monthly for the invoice amount or such other amount as approved by CITY. As each payment is due, the FIRST PARTY shall submit a statement describing the services performed to CITY. This statement shall include, at a minimum, the project title, agreement number, the title(s) of personnel performing work, hours spent, payment rate, and a listing of all reimbursable costs. CITY shall have the discretion to approve the invoice and the work completed statement. Payment shall be for the invoice amount or such other amount as approved by CITY.

Payments are due upon receipt of written invoices. CITY shall have the right to receive, upon request, documentation substantiating charges billed to CITY. CITY shall have the right to perform an audit of the FIRST PARTY's relevant records pertaining to the charges.

A3. SCHEDULE OF WORK

FIRST PARTY'S proposed schedule for the various services required will be set forth in Exhibit A-1.

A4. CHANGES IN WORK -- EXTRA WORK

In addition to services described in Section A1, the parties may from time to time agree in writing that FIRST PARTY, for additional compensation, shall perform additional services including but not limited to:

- Change in the services because of changes in scope of the work.
- Additional tasks not specified herein as required by the CITY.

The CITY and FIRST PARTY shall agree in writing to any changes in compensation and/or changes in FIRST PARTY’s services before the commencement of any work. If FIRST PARTY deems work he/she has been directed to perform is beyond the scope of this agreement and constitutes extra work, FIRST PARTY shall immediately inform the CITY in writing of the fact. The CITY shall make a determination as to whether such work is in fact beyond the scope of this agreement and constitutes extra work. In the event that the CITY determines that such work does constitute extra work, it shall provide compensation to the FIRST PARTY in accordance with an agreed cost that is fair and equitable. This cost will be mutually agreed upon by the CITY and FIRST PARTY. A supplemental agreement providing for such compensation for extra work shall be negotiated between the CITY and the FIRST PARTY. Such supplemental agreement shall be executed by the FIRST PARTY and may be approved by the City Manager upon recommendation of the Theresa DellaSanta.
A5. BILLINGS

FIRST PARTY’s bills shall include the following information: A brief description of services performed, project title and the agreement number; the date the services were performed; the number of hours spent and by whom; the current contract amount; the current invoice amount.

Except as specifically authorized by CITY, FIRST PARTY shall not bill CITY for duplicate services performed by more than one person. In no event shall FIRST PARTY submit any billing for an amount in excess of the maximum amount of compensation provided in Section A2.

The expenses of any office, including furniture and equipment rental, supplies, salaries of employees, telephone calls, postage, advertising, and all other expenses incurred by FIRST PARTY in the performances of this agreement shall be incurred at the FIRST PARTY’s discretion. Such expenses shall be FIRST PARTY’s sole financial responsibility.
EXHIBIT “B” - DISPUTE RESOLUTION

| B1.0 | All claims, disputes and other matters in question between the FIRST PARTY and CITY arising out of, or relating to, the contract documents or the breach thereof, shall be resolved as follows: |
| B2.0 Mediation | B2.1 The parties shall attempt in good faith first to mediate such dispute and use their best efforts to reach agreement on the matters in dispute. After a written demand for non-binding mediation, which shall specify in detail the facts of the dispute, and within ten (10) days from the date of delivery of the demand, the matter shall be submitted to a mutually agreeable mediator. The Mediator shall hear the matter and provide an informal opinion and advice, none of which shall be binding upon the parties, but is expected by the parties to help resolve the dispute. Said informal opinion and advice shall be submitted to the parties within twenty (20) days following written demand for mediation. The Mediator’s fee shall be shared equally by the parties. If the dispute has not been resolved, the matter shall be submitted to arbitration in accordance with Paragraph B3.1. |
| B3.0 Arbitration | B3.1 Any dispute between the parties that is to be resolved by arbitration as provided in Paragraph B2.1 shall be settled and decided by arbitration conducted by the American Arbitration Association in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, as then in effect, except as provided below. Any such arbitration shall be held before three arbitrators who shall be selected by mutual agreement of the parties; if agreement is not reached on the selection of the arbitrators within fifteen (15) days, then such arbitrator(s) shall be appointed by the presiding Judge of the court of jurisdiction of the agreement. |
| B3.2 The provisions of the Construction Industry Arbitration Rules of the American Arbitration Association shall apply and govern such arbitration, subject, however to the following: |
| B3.3 Any demand for arbitration shall be writing and must be made within a reasonable time after the claim, dispute or other matter in question as arisen. In no event shall the demand for arbitration be made after the date that institution of legal or equitable proceedings based on such claim, dispute or other matter would be barred by the applicable statute of limitations. |
| B3.4 The arbitrator or arbitrators appointed must be former or retired judges, or attorneys at law with last ten (10) years’ experience in construction litigation. |
| B3.5 All proceedings involving the parties shall be reported by a certified shorthand court reporter, and written transcripts of the proceedings shall be prepared and made available to the parties. |
| B3.6 The arbitrator or arbitrators must be made within and provide to the parties factual findings and the reasons on which the decisions of the arbitrator or arbitrators is based. |
| B3.7 Final decision by the arbitrator or arbitrators must be made within ninety (90) days from the date of the arbitration proceedings are initiated. |
| B3.8 The prevailing party shall be awarded reasonable attorneys’ fees, expert and non-expert witness costs and expenses, and other costs and expenses incurred in connection with the arbitration, unless the arbitrator or arbitrators for good cause determine otherwise. |
| B3.9 Costs and fees of the arbitrator or arbitrators shall be borne by the non-prevailing party, unless the arbitrator or arbitrators for good cause determine otherwise. |
| B3.10 The award or decision of the arbitrator or arbitrators, which may include equitable relief, shall be final, and judgment may be entered on it in accordance with applicable law in any court having jurisdiction over the matter. |
CONSULTING SERVICES AGREEMENT
City of Menlo Park – Classification Studies

This Consulting Services Agreement (Agreement) is by and between Cooperative Personnel Services, dba CPS HR Consulting, a California Joint Powers Authority (CPS HR) and the Agency named in the signature block at the end of this Agreement (Agency, hereafter referred to as Client), and is effective as of February 23, 2021 (Effective Date). CPS HR and the Client shall be collectively referred to herein as the “Parties” and individually as a “Party.”

A. Purpose. This Agreement defines CPS HR consulting services, policies and procedures.

B. Services. CPS HR will provide certain consulting services (Services) to Client as set forth in the Statements of Work (attached hereto as Exhibit ("A"). CPS HR shall perform only the Services requested by Client, at the times, dates, and locations specified by Client.

C. Compensation.

1. Payment. Client will compensate CPS HR for Services by paying certain fees as set forth in the Statement of Work. Client will reimburse CPS HR for business expenses as set forth in the Statement of Work. Client will pay all invoices within thirty (30) days from receipt of invoice.

2. Funding. Client certifies that funding for compensation payable to CPS HR under this Agreement has been approved by Client’s governing body, either as a part of the general operating budget or as a specific item. Client further certifies that it anticipates sufficient cash will be available for payment of compensation as required above.

3. Late Payment. Any invoices not paid within thirty (30) days may incur a service charge of the lesser of two percent (2%) or the maximum allowable by law per month on any outstanding overdue balances. In addition, reasonable collection costs may be added to any invoice not paid within ninety (90) days.

D. Taxes. Except as expressly stated in the Statement of Work, the fees listed therein are in addition to, and not in lieu of, any additional fees, assessments, levies, taxes, etc. assessed against the transactions contemplated herein (Taxes). With the exception of Taxes imposed on CPS HR’ net income, all Taxes shall be Client’s responsibility. Client shall pay any Taxes, which CPS HR may be required to collect and remit, upon invoice.

E. Term and Termination of Agreement.

1. Term. The term of this Agreement is from the Effective Date through June 30, 2021.

2. Immediate Termination upon Material Breach. Either Party may terminate this Agreement immediately upon any material breach by the other Party.

3. Termination without Cause. Either Party may terminate the Agreement without cause upon thirty days written notice to the other Party.

4. Payment on Termination. Upon termination without cause, Client shall pay CPS HR for all work performed through the effective date of termination. For termination upon material breach, Client shall pay CPS HR for all work performed which is in compliance with the terms of the Statement of Work.

F. Limited Warranty.

1. Warranty. CPS HR represents and warrants that: (i) it has the authority to enter into this Agreement; (ii) it will comply with applicable law; and (iii) it will provide Services in a workmanlike manner consistent with industry standards.

2. Warranty Disclaimer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, CPS HR EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE SERVICES AND THE WORK PRODUCT INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR IN RESPECT OF ANY THIRD-PARTY PRODUCTS OR SERVICES AND ALL WARRANTIES IMPLIED FROM ANY COURSE OF DEALING AND NO REPRESENTATIVE OF CPS HR IS
AUTHORIZED TO GIVE ANY ADDITIONAL WARRANTY.

G. Work Product.

1. Ownership. Upon CPS HR’ receipt of fees due under the Agreement, all studies, reports, documents and other writings prepared by CPS HR and its subcontractors, produced as a result of CPS HR’ work, or delivered by CPS HR to Client in the course of performing services (collectively, “Work Product”) shall become the property of Client and Client shall have the right to use the materials without further compensation to CPS HR or its subcontractors.

2. Retention of Rights. Notwithstanding Client’s ownership of the Work Product, Client acknowledges and agrees that: (i) CPS HR has the right to re-use any of its know-how, ideas, concepts, methods, processes, or similar information, however characterized, whether in tangible or intangible form, and whether used by CPS HR in the performance of Services or not, at any time and without limitation, and (ii) CPS HR retains ownership of any and all of its intellectual property rights that existed prior to the Effective Date including, but not limited to, all methods, concepts, designs, reports, programs, and templates as well as all training materials, testing or assessment products, survey content, and copyrightable works.

H. Release of Information to Third Parties. Each Party understands that information provided to government entities may be subject to disclosure under a public records or freedom of information act. Each Party hereto (each, a Recipient) shall protect and keep confidential all non-public information disclosed to Recipient by the other Party (each, a Discloser) and identified as confidential by Discloser, and shall not, except as may be authorized by Discloser in writing, use or disclose any such Confidential Information during and after the term of this Agreement. If CPS HR or Client receives a request for disclosure of Confidential Materials, such as a subpoena or a public records or freedom of information request, that Party shall immediately notify the other Party of the request. Upon request, Client or CPS HR shall maintain the confidentiality of the Confidential Materials pending the grant or denial of a protective order or the decision of a court or administrative body as to whether the requested materials must be disclosed under the applicable public records statute. Client and CPS HR shall cooperate with each other in seeking any relief necessary to maintain the confidentiality of the Confidential Materials. Each Party shall defend, indemnify and hold the other harmless from any claim or administrative appeal, including costs, expenses, and any attorney fees, related to that Party pursuing protection of the Confidential Materials from disclosure.

I. Indemnification. CPS HR agrees to indemnify, defend, and hold Client, its agents, officers, employees and volunteers harmless from and against loss or damage (including reasonable attorney’s fees) arising from or related to a claim of bodily injury or property damage resulting from CPS HR’ willful misconduct or negligent performance of this Agreement; provided that, Client notifies CPS HR in a commercially reasonable time, in writing of any such claim and gives CPS HR (at CPS HR’ expense) sole control of the defense of same and all negotiations for its settlement or compromise. CPS HR’ liability to indemnify Client shall be reduced to the extent that such loss or damage was caused or contributed to by the act, omission, direction or negligence of Client, its agents, officers, employees and volunteers over which CPS HR does not have direct control.

J. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NEITHER PARTY HERETO SHALL HAVE ANY LIABILITY OR RESPONSIBILITY FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING FROM LOSS OF PROFITS OR DATA), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CPS HR’ LIABILITY FOR DAMAGES HERUNDER SHALL NOT EXCEED THE AMOUNT OF FEES PAID BY CLIENT TO CPS HR.

K. Miscellaneous.

1. Notices. Any notice to the parties required or permitted under this Agreement shall be given in writing and shall be sent to the persons listed in the Statement of Work.

2. Dispute Resolution; Remedies. (a) In the event of a dispute, the parties may agree to pursue mediation or either binding or nonbinding arbitration to resolve their dispute, under such rules as the parties may agree. (b) If either CPS HR or Client determines it appropriate to file a judicial action, then, in addition to any other remedies available at law or in equity, Client acknowledges that breach of this Agreement may result in irreparable harm to CPS HR for which

Page 2 of 5
7. Entire Agreement; Modifications. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all other agreements, representations and warranties. All modifications and supplements to this Agreement must be in writing and signed by both parties.

8. Counterparts; Facsimile Signature; Electronic Signature. This Agreement may be executed in any number of counterparts. If this Agreement or any counterpart is signed and then faxed or e-mailed by PDF or otherwise, the faxed or e-mailed copy bearing the signature shall be as good as the original, wet-ink signed copy for all intents and purposes.

9. Authority to Sign. The person signing this Agreement on behalf of the Client (the Principal Signer) represents that he or she is the head of the agency or is otherwise duly authorized to sign this Agreement and to bind the Client.

10. Ambiguities. As this Agreement has been voluntarily and freely negotiated by both parties, the rule that ambiguous contractual provisions are construed against the drafter of the provision shall be inapplicable to this Agreement.

Cooperative Personnel Services dba
CPS HR Consulting
2450 Del Paso Rd, Ste 220, Sacramento, CA 95834

By: Sandy MacDonald-Hopp
Authorized Signature
Name: Sandy MacDonald-Hopp
Title: Chief Financial Officer

City of Menlo Park
701 Laurel Street, City Hall, 2nd Floor,
Menlo Park, CA 94025

By: Nick Pegueros
Authorized Signature
Name: Nick Pegueros
Title: Asst. city manager
Exhibit A
Statement of Work

All changes to this SOW must be mutually agreed to and executed in writing by duly authorized representatives of both parties as an amendment to this SOW. Capitalized terms used herein shall have the meanings ascribed to them in the Agreement.

1. SERVICES: CPS HR will assist the City of Menlo Park with to assist the City of Menlo Park with classification studies to include the following six (6) positions: Management Analyst II, Public Works Supervisor, Sustainability Specialist, Library Assistant, Executive Assistant, and Enterprise Application Support Specialist as detailed in the CPS HR Proposal dated February 18, 2021 and included herein as Attachment 1 to Exhibit A.

2. CLIENT RESPONSIBILITIES:
   a. Client must timely perform all those Client roles and responsibilities set forth in this SOW. Successful completion of this project within the time specified depends largely upon an effective working relationship between Client and CPS HR project staff. For this reason, CPS HR requests that Client designate an individual to coordinate communication, meetings, interview schedules, and review of products with the project team. Client’s Project Representative will be responsible for the following activities:
      1. Coordinating all meeting schedules, conference calls, facilities and equipment needs
      2. Coordinating interview schedules and facilities and distributing project update information
   b. Any work products developed during the activities described above will be submitted to Client’s Project Representative for review, comment and/or approval. This is a critical step to ensure accurate, reliable, and valid products.

3. CPS HR PROJECT MANAGER: Lisa Conner (916) 471-3310 lconner@cpshr.us

4. CLIENT PROJECT MANAGER: Theresa B, DellaSanta (650) 330-6672 tindellasanta@menlopark.org

5. SERVICE FEES:
   a. All Services provided to Client by CPS HR hereunder are priced on a TIME AND MATERIALS basis. Any estimates provided by CPS HR to Client, whether written herein or given orally, shall not be binding on CPS HR or convert this SOW into a fixed price engagement with respect to such Services. Any such estimates are for informational purposes only, and the actual fees payable by Client may be higher or lower than such estimates.
   b. CPS HR will provide services at the following rates.

<table>
<thead>
<tr>
<th>Description and Assumptions</th>
<th>Project Manager $135</th>
<th>Consultant $130</th>
<th>Admin Support $95</th>
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<tr>
<td>Task 1 – Receive and Review Background Material and Initial Project Meeting</td>
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<td>Task 5 – Conduct Job Evaluation Interviews; Summarize.</td>
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<td>Task 7 – Revise and/or Develop Classification Specification(s), if applicable</td>
<td>2</td>
<td>12</td>
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<td>Task 8 – Prepare and Submit Final Classification Report</td>
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Professional Services Fee Not-to-Exceed Amount

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<th>$16,120</th>
<th>$1,425</th>
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Estimated Professional Services Not-to-Exceed

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<th>$20,515</th>
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c. Pricing Assumptions

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<th>General Scope</th>
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<tr>
<td>Interviews</td>
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<tr>
<td>Classification Specification Revision and/or Development</td>
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<tr>
<td>Reports</td>
</tr>
<tr>
<td>Travel Expenses</td>
</tr>
<tr>
<td>Other Expenses</td>
</tr>
</tbody>
</table>

d. Invoices will be submitted for payment on a monthly basis. Client will pay CPS HR within thirty (30) days following receipt and approval of a proper consultant invoice.

6. In the event the project is terminated early, CPS HR will be paid such amount as is due for professional services performed and out-of-pocket expenses incurred up to and including the effective date of termination.

7. This SOW covers work requested and performed prior to the commencement of this SOW.
City of Menlo Park

Classification Studies

February 18, 2021

SUBMITTED BY:
Christina Batorski Peacock
Manager, Recruitment Solutions
CPS HR Consulting 2450 Del Paso Road
Sacramento, CA 95834
t: 916-471-3426
f: 916-561-8446
Tax ID: 68-0067209
www.cpshr.us
February 18, 2021

Theresa DellaSanta
Human Resources Manager
City of Menlo Park
701 Laurel Street
Menlo Park, CA 94025

Via e-mail to: tndellasanta@menlopark.org

Dear Ms. DellaSanta,

CPS HR Consulting is excited about the opportunity to assist the City of Menlo Park with classification studies to include the following six (6) positions: Management Analyst II, Public Works Supervisor, Sustainability Specialist, Library Assistant, Executive Assistant, and Enterprise Application Support Specialist.

With a rich history of assisting government agencies with a full range of human resources services, we at CPS HR are confident that together we can provide expert solutions to meet your needs in a cost-effective manner. We have a deep bench of experts in a broad array of human resources disciplines, long-term experience providing services within the public sector, and an emphasis on quality and value that can be confirmed by our current and past clients.

CPS HR also delivers personalized results-oriented service, utilizing best practice methods and strategies from our team of experts. You will find that:

- **We are practiced at providing exemplary and responsive service for a variety of HR services.** CPS HR has held many contracts with local government agencies, so we know how to be responsive to your unique needs. We have the staff, expertise, and resources to provide top-notch professional audit and review services and we are also full-service HR practitioners.

- **We bring in-depth understanding of all local government operations, programs, and services.** CPS HR has been helping public agencies meet their human resource needs for nearly 30 years. Our team of experts includes a variety of professionals with the credentials and direct public agency experience necessary to deliver technically accurate content in an innovative and engaging manner.

- **We have a commitment to maintaining open communications with the City.** Our project team will focus on integrating with your team and maintaining open communication with your staff to ensure that every activity is completed in a quality manner and adheres to the timeline and budget.

We thank you for the opportunity to submit this proposal and look forward to discussing it with you at
your convenience. Please feel free to contact me directly by phone at (916) 471-3426 or by e-mail at CBPeacock@cpshr.us.

Sincerely,

Christina Batorski Peacock
Manager, Recruitment Solutions
About CPS HR Consulting

CPS HR Consulting (CPS HR) is an innovative, client-centered human resources and management consulting firm specializing in solving the unique problems and challenges faced by government and non-profit agencies. **As a self-supporting public agency, we understand the needs of public sector clients and have served as a trusted advisor to our clients for over 33 years.** CPS HR occupies a unique position among its competitors in the field of government consulting; as a Joint Powers Authority, whose charter mandates that we serve only public sector clients, we actively serve all government sectors including Federal, State, Local, Special Districts, Higher Education, and Non-Profit Organizations. This singular position provides CPS HR with a systemic and extensive understanding of how each government sector is inter-connected to each other and to their communities.

With more than 90 full-time employees, as well as 100+ project consultants and technical experts nationwide, CPS HR delivers solutions that help public sector organizations to positively impact their communities. CPS HR is headquartered in Sacramento, California with regional offices located in Austin, TX, Atlanta, GA, and Littleton, CO. We have a wide range of project consultants located throughout Southern California.

CPS HR offers clients a comprehensive range of competitively priced services, all of which can be customized to meet your organization’s specific needs. We are committed to supporting and developing strategic organizational leadership and human resource management in the public sector. We offer expertise in the areas of classification and compensation, organizational strategy, recruitment and selection, and training and development.
# Organization Identification Table

<table>
<thead>
<tr>
<th>ORGANIZATION IDENTIFICATION INFORMATION</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Legal Name and DBA</strong></td>
</tr>
<tr>
<td>Cooperative Personnel Services dba CPS HR Consulting</td>
</tr>
<tr>
<td><strong>Main Office</strong></td>
</tr>
<tr>
<td>Physical: 2450 Del Paso Road, Suite 220, Sacramento, CA 95834</td>
</tr>
<tr>
<td>Mailing: 2450 Del Paso Road, Suite 160, Sacramento, CA 95834</td>
</tr>
<tr>
<td><em>Primary location from which services will be provided.</em></td>
</tr>
<tr>
<td><strong>Regional Offices</strong></td>
</tr>
<tr>
<td>100 Congress Avenue, Suite 2000, Austin, TX 78701</td>
</tr>
<tr>
<td>4 West Dry Creek Circle, Suite 100, Littleton, CO 80120</td>
</tr>
<tr>
<td>1968 S. Coast Hwy # 961, Laguna Beach, CA 92651</td>
</tr>
<tr>
<td><strong>Phone</strong></td>
</tr>
<tr>
<td>Main: (800) 822-4277; FAX (916) 263-3613</td>
</tr>
<tr>
<td><strong>Years in Business</strong></td>
</tr>
<tr>
<td>Established 1985</td>
</tr>
<tr>
<td><strong>Type of Organization</strong></td>
</tr>
<tr>
<td>Joint Powers Authority (Public Agency)</td>
</tr>
<tr>
<td><strong>State/County Registration #s</strong></td>
</tr>
<tr>
<td>As a California JPA with federal income tax exemption under IRS Code Section 115, CPS HR is exempt from most Local and State taxes.</td>
</tr>
<tr>
<td><strong>Federal Tax ID#/TIN/EIN</strong></td>
</tr>
<tr>
<td>68-0067209</td>
</tr>
<tr>
<td><strong>Dunn and Bradstreet</strong></td>
</tr>
<tr>
<td>12-851-2480</td>
</tr>
<tr>
<td><strong>Website</strong></td>
</tr>
<tr>
<td><a href="http://www.cpshr.us">www.cpshr.us</a></td>
</tr>
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</table>

## POINTS OF CONTACT

<table>
<thead>
<tr>
<th>Proposal Contacts</th>
</tr>
</thead>
<tbody>
<tr>
<td>Melissa Asher, Senior Leader (916) 471-3358</td>
</tr>
<tr>
<td><a href="mailto:masher@cpshr.us">masher@cpshr.us</a></td>
</tr>
<tr>
<td>Justin T. Chaudoin, Principal HR Consultant (916) 471-3302</td>
</tr>
<tr>
<td><a href="mailto:jchaudoin@cpshr.us">jchaudoin@cpshr.us</a></td>
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</tbody>
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<table>
<thead>
<tr>
<th>Authorized Contract Representative</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jan Nishikawa, Contracts Manager (916) 471-3112</td>
</tr>
<tr>
<td><a href="mailto:jnishikawa@cpshr.us">jnishikawa@cpshr.us</a></td>
</tr>
</tbody>
</table>
Understanding of Scope

CPS HR Consulting (“CPS HR”) understands that the City of Menlo Park (“City”) is seeking a consulting firm to conduct classification studies for the following six (6) positions: Management Analyst II in the Police Department, Public Works Supervisor in Fleet, Sustainability Specialist, Library Assistant, Executive Assistant, and Enterprise Application Support Specialist.

Approach to Consulting
CPS HR fully understands that classification studies require a collaborative and flexible approach. Our work plans are designed to be inclusionary and collaborative with all City stakeholders. The outcomes of classification and base salary study include, but are not limited to, the following:

- A classification specification which is legally defensible;
- Appropriately allocating employees within the recommended classification structure; and
- Surveying the labor market in which the City competes for talent for base salary.

CPS HR will assist the City’s Internal Project Manager, and any other stakeholders, with implementation and systems questions.
Classification Study Methodology

Task 1 – Receive and Review Background Material and Initial Project Meeting. Upon contract execution, CPS HR will gather the following background information: (i) Organizational charts depicting organizational structure and report relationships; (ii) Classification Specification (preferably in MS Word format); (iii) Relevant Policies and Procedures; (iv) Memorandums of Understanding (MOUs); and (v) Past Classification and Compensation Studies (if applicable).

The CPS HR Consultant will meet with the City’s Internal Project Manager to initiate the project by confirming study goals, objectives, tasks to be performed, and methodologies.

Task 2 – Develop Job Evaluation Tools. CPS HR will develop tools to ensure valid information is gathered, analyzed, and documented consistently from the incumbent regarding their duties and responsibilities. This activity includes finalizing a Position Description Questionnaire (PDQ) for approval by the City, unless the City has a pre-established PDQ they prefer to use. Our PDQ is in English, in an MS Word and/or PDF format, and is designed to be completed electronically. It is assumed that ADA, FLSA, and Working Conditions questions will not be included as a part of the PDQ.

Task 3 – Conduct Orientation/Training Sessions. The CPS HR Consultant will conduct online orientations with the incumbent and their supervisor/manager, if requested by the City. The purpose of the orientation sessions are to (i) communicate study goals, methodology, and processes; (ii) provide the PDQ and explain how the document should be completed; (iii) explain the role of employee, supervisor, and manager in the study; and (iv) respond to employee questions regarding the study process.

These tasks and processes are critical in gaining employee understanding, trust, and acceptance of the study. Where possible, we encourage human resources staff to attend the meeting to familiarize themselves with employee questions and the responses to those questions.

Task 4 – PDQ Completion, Review of PDQ and Preparation for Job Evaluation Interviews. The incumbent will have the opportunity to provide information about the duties and responsibilities noted in the job specification, duties not covered in the job specification, minimum qualifications, and physical demands. The incumbent’s supervisor will then review the collected data to ensure that the incumbent has accurately and sufficiently captured all pertinent information on job context and work output. CPS HR typically allows two-three weeks for PDQ completion and submission dependent on the size of the study.

The CPS HR Consultant will thoroughly review the PDQ to obtain an understanding of the duties and responsibilities assigned to the position after the supervisor has reviewed and evaluated the content. Job evaluation interview questions for the study employee will be developed based upon the results of the documentation review.

The CPS HR Consultant will coordinate with the City’s designated staff member to coordinate the job evaluation interview schedule with CPS HR and the study employee, notifying the employee of their allotted time and date, and reserving any conference rooms.
Task 5 – Conduct Job Evaluation Interviews. In addition to the PDQ, a job evaluation interview will be conducted with the employee to ensure the CPS HR has a complete understanding of the duties and responsibilities assigned to the incumbent. An interview with the incumbent’s direct supervisor will also be held to further clarify information documented on their subordinate employee’s PDQ. Optionally, an additional interview may occur with a higher-level manager, if needed or requested by the City. For planning purposes, the individual interview is approximately 60 minutes, and the supervisor or manager interviews range from 45 minutes to one hour. These interviews will be held remotely via conference call (video enabled, if preferred).

Task 6 – Analyze Classification Data and Prepare, Submit, and Present Draft Classification Reports. The CPS HR Consultant will analyze all information collected from the incumbents and their supervisor/managers to identify the job level, scope, typical duties, requisite knowledge, skills, abilities, and other job-related characteristics of the position.

The CPS HR Consultant will prepare a Preliminary Classification Report for each studied position, and will include the methodology, findings, and allocation recommendations. CPS HR will facilitate an online meeting with the Human Resources Division to discuss the classification findings.

Task 7 – Revise and/or Develop Classification Specifications (Optional, and as Applicable). Once the City has approved the classification study findings, the classification specification will be revised, if needed. It is assumed that CPS HR will not include ADA, FLSA, or working conditions related matters as a part of the review, analysis, and/or recommendations.

Task 8 – Prepare, Submit, and Present Final Classification Report. CPS HR will research any comments and issues raised during the review of the Draft Classification Report. Once these have been resolved, CPS HR will prepare and submit the Final Classification Report to the Human Resources Division. The City will be responsible for approving and implementing classification specification content changes through their standard process, including any necessary notifications to the employee, employee representatives, or their Human Resources Division. CPS HR will facilitate an online meeting with Human Resources to discuss the classification findings, if requested.
Project Timeline for Classification Study

An example timeline is presented below estimating approximately fourteen (14) weeks. The CPS HR Internal Project Manager and the City can discuss varying approaches to customize the timeline. Our timeline presents the general amount of time for each step without account for variables that would cause delay or prolong task time. CPS HR recommends a structured timeline that can be flexible to accommodate varying factors in achieving set milestones.

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<tr>
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<td>Task 2 – Develop Job Evaluation Tools</td>
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<td>Task 4 – PDQ Completion, Review of PDQs and Preparation for Job Evaluation Interviews; Scheduling</td>
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<td>Task 5 - Conduct Job Evaluation Interviews</td>
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<td>Task 6 - Analyze Classification Data; Prepare and Submit Draft Classification Report</td>
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<td>Client Review Period for Draft Classification Reports</td>
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*It is assumed that CPS HR will conduct individual employee orientation sessions (up to six in total, no more than 30 minutes each), if requested by the City.
Cost of Project Services

Professional Services

These professional services are considered time and materials and will be billed for professional hours and fees incurred. Hours may be moved between team members for efficiency. CPS proposes a not to exceed contract amount of $20,515 to provide the classification services.

Classification Studies

<table>
<thead>
<tr>
<th>Description and Assumptions</th>
<th>Project Manager $135</th>
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<td>Task 1 – Receive and Review Background Material and Initial</td>
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Pricing Assumptions

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</table>
Reports

It is assumed in the estimated hours above that CPS HR will develop six separate classification reports, one for each studied position.

Travel Expenses

Travel time and expenses are not included in the fees above as all work product will be developed via tele – and web-conferences, e-mail, and an online portal provided by CPS HR for document sharing/editing.

Other Expenses

CPS HR will provide all reports, data sheets, and other documents electronically. Hard copy duplication of materials will be the responsibility of the City. The City will also provide CPS HR will all relevant materials electronically.

Pricing Philosophy

CPS HR is flexible with the proposed work plan; alternate approaches may be discussed with the City which may in turn change the proposed cost of the project. As described in this proposal, the methods, approach, timelines, as well as the proposed fee, have been prepared as accurately as possible based upon the services requested and study objectives described in the information provided to CPS HR. The proposed professional fees reflect the steps and time necessary to conduct the study in a sound, thorough, and sustainable manner, including important input and review by the City’s Internal Project Manager and designated stakeholders to accomplish the study objectives. If changes or additional services are required, we will be happy to discuss changes to the project activities, schedule, and/or fee proposal.

Project Staffing

CPS HR will have a designated team for conducting the classification studies. Lisa Conner will serve as Project Manager and Consultant. Ms. Conner will be joined by Karen Rodriguez, who will also serve as Consultant. Ms. Conner and Ms. Rodriguez will be provided with administrative support throughout the project. Resumes for both Ms. Conner and Ms. Rodriguez are included below.

Lisa Conner, MA, SHRM-SCP

Profile

Ms. Conner has over 15 years of professional human resources experience, performing a wide range of responsibilities, including, but not limited to recruitment and selection activities, classification studies, and audits of County personnel systems against Federal and State merit principles.

Employment History

- Principal Consultant, CPS HR Consulting
- Supervising Human Resources Analyst, County of Sonoma
- Human Resources Analyst III, County of Sonoma
- Senior Consultant, CPS HR Consulting
- Human Resources Analyst III, City of Petaluma
Technical Advisor, City of Rohnert Park

Professional Experience

- Act as a Project Manager and Consultant on a wide range of professional human resources projects; oversee and supervise a team of human resources professionals
- Provided the full range of supervisory responsibilities to a team of human resources professionals and technical staff within the Recruitment and Classification Division of a centralized Human Resources Department
- Performed in a lead capacity performing the full range of recruitment and selection activities, to ensure a fair, equitable, and merit-based approach to all selection and hiring practices
- Developed and provided training to the public and County employees regarding career development, HR best practices, County recruitment and selection processes, and Civil Service Rule interpretations
- Conducted classification studies; participated in meet and confer sessions; prepared reports of findings to Counties, the Civil Service Commission, and/or the Board of Supervisors
- Lead Consultant for the Approved Local Merit System (ALMS) Counties’ audits, to ensure compliance with State and Federal merit principles

Education

- M.A. Sacramento State University, Sacramento, CA – Industrial/Organizational Psychology
- B.A. Lewis and Clark College, Portland, Oregon – Psychology, Music (Minor)

Professional Organizations and Affiliations

- Senior Certified Professional (SHRM-SCP) with the Society for Human Resource Management (SHRM)

Karen Rodriguez, MBA

Profile

Ms. Rodriguez has more than 20 years of professional and management experience in public sector Human Resources, including experience in the areas of employee recruitment and selection, classification and compensation, labor and employee relations, and policy development.

Employment History

- Project Consultant, CPS HR Consulting
- Senior Consultant, CPS HR Consulting
- Assistant Director, Merced County Department of Child Support Services
- Staff Services Manager, Merced County Human Services Agency
- Staff Services Analyst – Personnel, Merced County Human Services Agency
- Fiscal Services Supervisor, Merced County Human Services Agency
Professional Experience

- Established cooperative working relationships with directors, managers, supervisors, and staff to interpret and apply policy and procedures, discipline, EEO, recruitment/selection, classification, payroll, leave management, and special projects in a county environment.
- Responsible for operations, staffing, and Human Resources functions for Human Services and Child Support Agencies; including developing strategies to meet federal performance measures, process improvement and quality control.
- Provided consultation and support to Interagency Merit System (IMS) counties related to recruitment and selection activities, classification studies, job analyses, and other human resources activities.
- Lead and participated in audits of Approved Local Merit System (ALMS) Counties to ensure compliance with State and Federal merit principles.
- Responsible for recruitment and selection, including development of advertising plans, outreach to potential candidates, development of exam processes and creation of eligible lists.
- Conducted classification studies for both individual positions and classifications with multiple incumbents.

Education

- Master of Science, Business Administration – University of Phoenix
- Bachelor of Science, Business Management – University of Phoenix
- General Education – Merced College

Professional Certification

- Human Resources Senior Certified Professional (IPMA-SCP) with International Public Management Association for Human Resources.
- Past President, Central California Chapter, IPMA-HR