



# City of Sacramento City Council

915 I Street, Sacramento, CA, 95814  
[www.CityofSacramento.org](http://www.CityofSacramento.org)

**Meeting Date:** 8/4/2011

**Report Type:** Consent

**Title:** Agreements: Executive Recruitment Services

**Report ID:** 2011-00702

**Location:** Citywide

**Recommendation:** Adopt a Resolution: 1) Approve the supplemental agreement for CPS HR Consulting in the amount of \$27,650 (approximately one recruitment) which will increase the NTE for CPS HR Consulting to \$82,950 and the total NTE to \$172,480.  
2) Extend one year with no increase in NTE amount for David Gomez and Associates, Inc.

**Contact:** Geri Hamby, Director of Human Resources, (916) 808-7173; Denise Deprato, Administrative Analyst, (916)808-8249, Human Resources Department

**Presenter:** None

**Department:** Human Resources

**Division:** Employment & Compensation

**Dept ID:** 08001111

## **Attachments:**

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- 1-Description/Analysis
- 2 - Exhibit A
- 3 - CPS HR Consulting Supplemental Agreement
- 4 - David Gomez and Associates, Inc. Supplemental Agreement
- 5 - Resolution

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### **City Attorney Review**

Approved as to Form  
Sandra Talbott  
8/3/2011 11:30:37 AM

### **City Treasurer Review**

Prior Council Financial Policy Approval or  
Outside City Treasurer Scope  
Russell Fehr  
7/26/2011 1:50:37 PM

### **Approvals/Acknowledgements**

Department Director or Designee: Geri Hamby - 8/1/2011 3:42:38 PM

Assistant City Manager: Cassandra Jennings - 8/3/2011 10:58:10 AM



## Description/Analysis

**Issue:** The City currently has agreements with Wilcox Miller Nelson, CPS HR Consulting, and David Gomez and Associates, Inc. for Executive Recruitment services to provide diverse and extensive recruitments for executive level City positions as the need arises.

In 2009, the Department of Human Resources conducted a thorough review process and entered into agreements with the three top rated proposers named above. The “not to exceed” amounts (NTE) for all three agreements was a total of \$89,330 and provided one (1) recruitment for each vendor. In 2010, the agreements were extended for one year and the NTE was increased on the Wilcox Miller Nelson agreement for a new total NTE of \$117,480 due to the utilization for the Auditor recruitment.

In February 2011, the CPS HR Consulting agreement was increased by Council for the City Manager recruitment to NTE \$55,300. The current NTE amount for all three agreements is \$145,130. (See Exhibit A)

After review of all three agreements and supplemental agreements, it was determined Council approval is necessary to extend the agreements further. The original agreements entered into in 2009 are for one (1) year with the option to extend for four (4) one (1) year extension periods through 2014.

The council is requested to:

- 1) Approve the supplemental agreement for CPS HR Consulting in the amount of \$27,650 (approximately one recruitment) which will increase the NTE for CPS HR Consulting to \$82,950 and the total NTE to \$172,480.
- 2) Extend one year with no increase in NTE amount for David Gomez and Associates, Inc.

**Policy Considerations:** Pursuant to the complete bidding process, Wilcox Miller Nelson, CPS HR Consulting and David Gomez and Associates, Inc. were selected and awarded contracts to conduct executive recruitment services on the City’s behalf.

**Environmental Considerations:** Under the California Environmental Quality Act (CEQA) guidelines, continuing administrative activities do not constitute a project and are therefore exempt from review.

**Sustainability Considerations:** Not applicable.

**Rationale for Recommendation:** After a meticulous review of the proposals submitted through the previous Request for Proposal process, staff recommends the contracts be extended with Wilcox Miller Nelson, CPS HR Consulting, and David Gomez and Associates, Inc. for Executive Recruitment services.

**Financial Considerations:** Extending the contracts for one year will require an increase to the not-to-exceed amount to \$172,780. The cost for Executive Recruitments depends on the actual need for services and will be paid for by the requesting department; requesting departments must have sufficient funding budgeted. The department will only enter into any agreements subject to availability of funding.

**Emerging Small Business Development (ESBD):** Not applicable.

## Exhibit A

### CURRENT STATUS OF CONTRACTS

#### Wilcox Miller Nelson

7/09 original agreement (1 year)– NTE = \$35,400

7/10 supplemental agreement to extend 1 year and increase NTE by \$28,150

7/11 supplemental agreement to extend 1 year – no increase in NTE

**Current Total NTE amount \$63,550**

#### CPS HR Consulting

8/09 original agreement (1 year)– NTE = \$27,650

8/10 supplemental agreement to extend 1 year – no increase in NTE

2/11 supplemental agreement for CMO recruitment by Council – increase by  
\$27,650

**Current Total NTE amount \$55, 300**

#### David Gomez and Associates, Inc.

10/09 original agreement (1 year)– NTE = \$26,280

10/10 supplemental agreement to extend 1 year – no increase in NTE

10/11 supplemental agreement to extend 1 year– no increase in NTE

**Current Total NTE amount \$26,280**

**Current Total NTE amount \$145,130**



# SUPPLEMENTAL AGREEMENT

**Project Title: Executive Recruitments**  
**Purchase Order #:**

**Date: 8/4/2011**  
**Supplemental Agreement No.: 2009-0761-03**

The City of Sacramento ("City") and Cooperative Personnel Services dba CPS Human Resources Services, as parties to that certain Consultant and Professional Services Agreement designated as Agreement Number 2009-0761, including any and all prior supplemental agreements modifying said agreement (said agreement and supplemental agreements are hereafter collectively referred to as the "Agreement"), hereby supplement and modify the Agreement as follows:

1. This agreement was originally executed by CPS Human Resource Services (Cooperative Personnel Services dba CPS Human Resource Services). This entity has changed its name to Cooperative Personnel Services dba CPS HR Consulting. This supplemental agreement changes the name of the "Consultant" from CPS Human Resources Services to Cooperative Personnel Services dba CPS HR Consulting. Cooperative Personnel Services dba CPS HR Consulting agrees to perform all the duties and obligations under agreement 2009-0761 and any and all supplements modifying said agreement.
2. The time of performance as specified in Exhibit A of the Agreement is extended for one (1) year. The term of this agreement shall end on August 6, 2012.
3. In consideration of the additional services, as needed, the maximum not-to-exceed amount that is specified in Exhibit B of the Agreement for payment of Consultant's fees and expenses is **increased** by \$27,650, and said maximum not-to-exceed amount is amended as follows:

Agreement's original not-to-exceed amount:	\$ 27,650
Net change by previous supplemental agreements:	\$ 27,650
Not-to-exceed amount prior to this supplemental agreement:	\$ 55,300
<b>Increase</b> by this supplemental agreement:	\$ 27,650
New not-to exceed amount including all supplemental agreements:	\$ 82,950

4. Consultant agrees that the amount of increase or decrease in the not-to-exceed amount specified in section 2, above, shall constitute full compensation for the additional and/or revised services specified in section 1, above, and shall fully compensate Consultant for any and all direct and indirect costs that may be incurred by Consultant in connection with such additional and/or revised services, including costs associated with any changes and/or delays in work schedules or in the performance of other services or work by Consultant.
5. Consultant warrants and represents that the person or persons executing this supplemental agreement on behalf of Consultant has or have been duly authorized by Consultant to sign this supplemental agreement and bind Consultant to the terms hereof.
6. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and Consultant shall perform all of the services, duties, obligations, and conditions required under the Agreement, as supplemented and modified by this supplemental agreement.

**Approved By:**

**Approved As To Form By:**

\_\_\_\_\_  
Geri Hamby, Director of Human Resources

\_\_\_\_\_  
Sandra Talbott, Assistant City Attorney

**Approved By:**

**Attested To By:**

\_\_\_\_\_  
Tim Howald, Chief Financial Officer

\_\_\_\_\_  
City Clerk



# SUPPLEMENTAL AGREEMENT

**Title: Executive Recruitments**

**Date: 8/4/2011**

**Procurement Order #:**

**Supplemental Agreement No.: 2009-0964-02**

The City of Sacramento ("City") and David Gomez & Associates, Inc. ("Consultant"), as parties to that certain Consultant and Professional Services Agreement designated as Agreement Number 2009-0964, including any and all prior supplemental agreements modifying said agreement (said agreement and supplemental agreements are hereafter collectively referred to as the "Agreement"), hereby supplement and modify the Agreement as follows:

1. The time of performance as specified in Exhibit A of the Agreement is extended for one (1) year. The term of this agreement shall end on October 22, 2012.
2. The maximum not-to-exceed amount that is specified in Exhibit B of the Agreement for payment of Consultant's fees and expenses is **not changed** and said maximum not-to-exceed remains as \$26,280.
3. Consultant agrees that the amount of increase or decrease in the not-to-exceed amount specified in section 2, above, shall constitute full compensation for the additional and/or revised services specified in section 1, above, and shall fully compensate Consultant for any and all direct and indirect costs that may be incurred by Consultant in connection with such additional and/or revised services, including costs associated with any changes and/or delays in work schedules or in the performance of other services or work by Consultant.
4. Consultant warrants and represents that the person or persons executing this supplemental agreement on behalf of Consultant has or have been duly authorized by Consultant to sign this supplemental agreement and bind Consultant to the terms hereof.
5. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and Consultant shall perform all of the services, duties, obligations, and conditions required under the Agreement, as supplemented and modified by this supplemental agreement.

**Approved By:**

**Approved As To Form By:**

\_\_\_\_\_  
Geri Hamby, Director of Human Resources

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Sandra Talbott, Assistant City Attorney

**Approved By:**

\_\_\_\_\_  
David Gomez, CEO

**Attested To By:**

\_\_\_\_\_  
City Clerk

# SUPPLEMENTAL AGREEMENT

Project Title: Executive Recruitments  
Purchase Order #:

Date: 7/6/2011  
Supplemental Agreement No.: 2009-0654-02

The City of Sacramento ("City") and Wilcox Miller Nelson ("Consultant"), as parties to that certain Consultant and Professional Services Agreement designated as Agreement Number 2009-0654, including any and all prior supplemental agreements modifying said agreement (said agreement and supplemental agreements are hereafter collectively referred to as the "Agreement"), hereby supplement and modify the Agreement as follows:

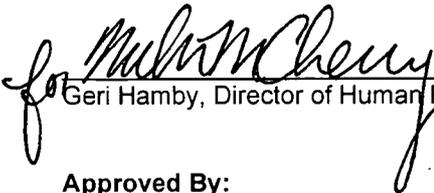
1. The time of performance as specified in Exhibit A of the Agreement is extended for one (1) year. The term of this agreement shall end on July 6, 2012.
2. The maximum not-to-exceed amount that is specified in Exhibit B of the Agreement for payment of Consultant's fees and expenses is **unchanged**.

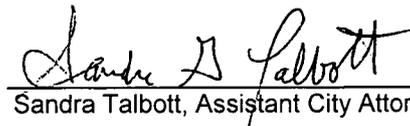
Agreement's original not-to-exceed amount :	\$ 35,400
Net change by previous supplemental agreements:	\$ 28,150
Not-to-exceed amount prior to this supplemental agreement:	\$ 63,550
<b>Increased</b> by this supplemental agreement:	\$ 0
New not-to exceed amount including all supplemental agreements:	\$ 63,550

3. Consultant agrees that the amount of increase or decrease in the not-to-exceed amount specified in section 2, above, shall constitute full compensation for the additional and/or revised services specified in section 1, above, and shall fully compensate Consultant for any and all direct and indirect costs that may be incurred by Consultant in connection with such additional and/or revised services, including costs associated with any changes and/or delays in work schedules or in the performance of other services or work by Consultant.
4. Consultant warrants and represents that the person or persons executing this supplemental agreement on behalf of Consultant has or have been duly authorized by Consultant to sign this supplemental agreement and bind Consultant to the terms hereof.
5. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and Consultant shall perform all of the services, duties, obligations, and conditions required under the Agreement, as supplemented and modified by this supplemental agreement.

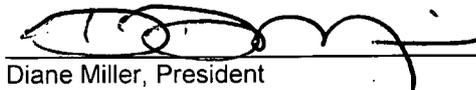
Approved By:

Approved As To Form By:

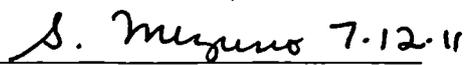
  
Geri Hamby, Director of Human Resources

  
Sandra Talbott, Assistant City Attorney

Approved By:

  
Diane Miller, President

Attested To By:

  
S. Muzino 7-12-11  
ASST City Clerk



**\*2009-0654-2**  
Title: Executive Recruitment  
Svcs  
With: Wilcox Miller Nelson  
authorization:

## **RESOLUTION NO.**

Adopted by the Sacramento City Council

### **ESTABLISHING THE EXECUTIVE RECRUITMENT AGREEMENTS**

#### **BACKGROUND**

- A. The City currently has with Wilcox Miller Nelson, CPS HR Consulting, and David Gomez and Associates, Inc. for Executive Recruitment services to provide diverse and extensive recruitments for executive level City positions as the need arises. Extension of these contracts is necessary to ensure the City is prepared to fill executive level positions as they are vacated.
- B. Extending the contracts will require an increase to the not-to-exceed amount to \$172,780.
- C. After a meticulous review of the proposals submitted through the Request for Proposal process, staff recommends the contracts extensions be awarded to CPS HR Consulting, and David Gomez and Associates, Inc. for Executive Recruitment services.

#### **BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:**

- 1) Approve the supplemental agreement for CPS HR Consulting in the amount of \$27,650 (approximately one recruitment) which will increase the NTE for CPS HR Consulting to \$82,950 and the total NTE to \$172,480.
- 2) Extend one year with no increase in NTE amount for David Gomez and Associates, Inc.