

**Meeting Date:** 8/30/2016

**Report Type:** Consent

**Report ID:** 2016-00882

**Title:** Supplemental Agreement for Classification and Compensation Services

**Location:** Citywide

**Recommendation:** Pass a Motion authorizing the City Manager or the City Manager's designee to execute a supplemental agreement with CPS HR Consulting with a total not to exceed amount of \$245,000.

**Contact:** Melissa Chaney, Director, (916) 808-7173; Samantha Wallace, Human Resources Manager, (916) 808-7657, Department of Human Resources

**Presenter:** None

**Department:** Human Resources

**Division:** HR Administration

**Dept ID:** 08001011

**Attachments:**

1-Description/Analysis

2-CPS HR Consulting Supplemental Agreement

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**City Attorney Review**

Approved as to Form

Brett Witter

8/22/2016 10:37:58 AM

**Approvals/Acknowledgements**

Department Director or Designee: Melissa D. Chaney - 8/11/2016 1:25:39 PM

## Description/Analysis

**Issue Detail:** The Department of Human Resources utilizes the services of qualified professional consulting firms to conduct classification and compensation studies for various classifications throughout the City on an as-needed basis. To accommodate requests for classification work in FY2017, HR recommends the agreement with CPS HR Consulting be increased by \$150,000 to a not to exceed amount of \$245,000.

**Policy Considerations:** City Code 3.56.290 (A)(1)(b) requires City Council approval for supplemental agreements that increase an agreement to \$100,000 or more.

**Economic Impacts:** Not applicable

**Environmental Considerations:** The requested Council action does not constitute a “project” and therefore is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15062(b)(3) because it does not involve an activity that will have a significant effect on the environment.

**Sustainability:** Not applicable

**Commission/Committee Action:** Not applicable

**Rationale for Recommendation:** The current agreement with CPS HR Consulting has a not to exceed amount of \$95,000. The HR Department has a large study in FY2017 that will total approximately \$108,000. This supplemental agreement will accommodate this study, any unforeseen additional costs, and new requests for classification work for FY2017.

**Financial Considerations:** Actual costs will vary depending on the City’s need for classification and compensation services. Funding for the services will be charged to the Department of Human Resources or the requesting department.

**Local Business Enterprise (LBE):** CPS HR Consulting is a LBE.

# SUPPLEMENTAL AGREEMENT

**Project Title and Job Number:** Classification and Compensation Services

**Date:** 8/9/16

**Purchase Order #:**

**Supplemental Agreement No.:** 2

The City of Sacramento ("City") and CPS HR Consulting ("Contractor"), as parties to that certain Professional Services Agreement designated as Agreement Number 2015-0156, including any and all prior supplemental agreements modifying the agreement (the agreement and supplemental agreements are hereafter collectively referred to as the "Agreement"), hereby supplement and modify the Agreement as follows:

1. The scope of Services specified in Exhibit A of the Agreement is amended as follows:

The not to exceed amount shall be increased to \$245,000. All other terms of the scope of services identified in Exhibit A of the original agreement remain the same.

2. In consideration of the additional and/or revised services described in section 1, above, the maximum not-to-exceed amount that is specified in Exhibit B of the Agreement for payment of Contractor's fees and expenses, is increased by \$150,000, and the Agreement's maximum not-to-exceed amount is amended as follows:

Agreement's original not-to-exceed amount:	\$50,000
Net change by previous supplemental agreements:	\$45,000
Not-to-exceed amount prior to this supplemental agreement:	\$95,000
Increase by this supplemental agreement:	\$150,000
New not-to exceed amount including all supplemental agreements:	\$245,000

3. Contractor 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 Contractor for any and all direct and indirect costs that may be incurred by Contractor 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 Contractor.
4. Contractor warrants and represents that the person or persons executing this supplemental agreement on behalf of Contractor has or have been duly authorized by Contractor to sign this supplemental agreement and bind Contractor 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 Contractor shall perform all of the services, duties, obligations, and conditions required under the Agreement, as supplemented and modified by this supplemental agreement.

**Approval Recommended By:**

**Approved As To Form By:**

\_\_\_\_\_  
Project Manager

\_\_\_\_\_  
City Attorney

**Approved By:**



\_\_\_\_\_  
Contractor

**Attested To By:**

**Approved By:**

\_\_\_\_\_  
City of Sacramento

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