

**CITY OF COSTA MESA  
PROFESSIONAL SERVICES AGREEMENT  
WITH  
COOPERATIVE PERSONNEL SERVICES DBA CPS HR CONSULTING**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 1st day of July, 2017 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and COOPERATIVE PERSONNEL SERVICES, a California Joint Powers Authority DBA CPS HR CONSULTING ("Consultant").

**WITNESSETH:**

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to perform classification consulting services, as more fully described herein; and

B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit "A" (the "Project") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

**1.0. SERVICES PROVIDED BY CONSULTANT**

1.1. Scope of Services. Consultant shall provide the professional services described in Consultant's Proposal, attached hereto as Exhibit "A" and incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;

- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-Discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, except as permitted pursuant to section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

## **2.0. COMPENSATION AND BILLING**

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit A. Consultant's total compensation shall not exceed Ten Thousand Dollars (\$10,000.00).

2.2. Additional Services. Consultant shall not receive compensation for any services

provided outside the scope of services specified in the Consultant's Proposal unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times from the Effective Date until three (3) years after termination of this Agreement.

### **3.0. TIME OF PERFORMANCE**

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

### **4.0. TERM AND TERMINATION**

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of one (1) year, ending on June 30, 2018, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by two (2) additional one (1) year periods upon mutual written agreement of both parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in

accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

## 5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for, if applicable, owned vehicles, hired, and non-owned vehicles with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City." If Consultant is unable to obtain this endorsement, Consultant shall provide the required 30-day notice to City.
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance shall be attached hereto as Exhibit "B" and incorporated herein by this reference.

5.5. Non-Limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

## 6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by

the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: (a) at the time of delivery if such communication is sent by personal delivery, and (b) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

CPS HR Consulting  
241 Lathrop Way  
Sacramento, CA 95815  
Tel: (916) 471-3481  
Attn: Victoria Quintero Brashear

IF TO CITY:

City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626  
Tel: (714) 754-5169  
Attn: Kasama Lee

Courtesy copy to:

City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626  
Attn: Finance Dept. | Purchasing

6.5. Drug-Free Workplace Policy. Consultant shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "C" and incorporated herein by reference. Consultant's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys' Fees. In the event that litigation is brought by any party in connection

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

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the

independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.11. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

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

6.13. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.14. Public Records Act Disclosure. The parties agree that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that



is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.15. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code sections 81000, *et seq.*) and Government Code section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.16. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.17. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.18. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

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

6.20. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.21. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

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

or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.23. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

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

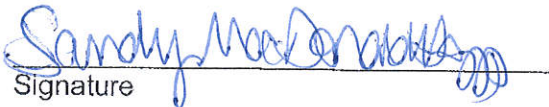
6.25. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other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

6.26. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.27. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

**CONSULTANT**


  
Signature

Sandy MacDonald-Hopp, CFO

[Name and Title]

Date:

7/14/17

  
Social Security or Taxpayer ID Number

**CITY OF COSTA MESA**

  
Thomas Hatch  
City Manager

Date:

7/26/17

ATTEST:

Brenda Green

Brenda Green  
City Clerk



APPROVED AS TO FORM:

[Signature]  
Thomas Duarte  
City Attorney

Date: 07/26/17

APPROVED AS TO INSURANCE:

[Signature]  
Ruth Wang  
Risk Management

Date: 7/18/17

APPROVED AS TO CONTENT:

[Signature]  
Kasama Lee  
Project Manager

Date: 7/18/17

DEPARTMENTAL APPROVAL:

[Signature]  
Lance Nakamoto  
Human Resources Manager

Date: 7/19/17

APPROVED AS TO PURCHASING:

[Signature]  
Stephen Dunivent  
Interim Finance Director

Date: 7-24-17

**EXHIBIT A**  
**CONSULTANT'S PROPOSAL**

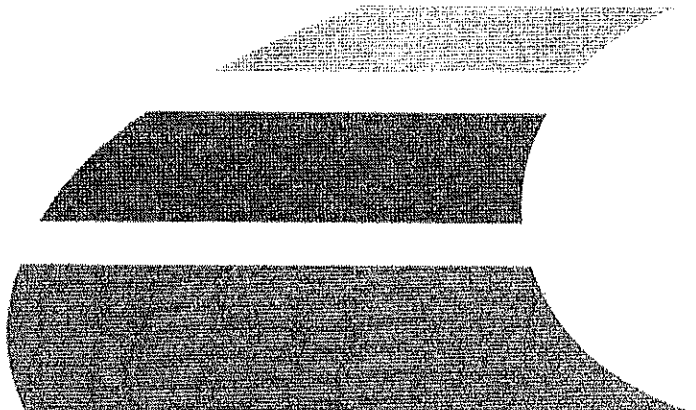
# City of Costa Mesa

## Classification Study

Date: May 24, 2017

SUBMITTED BY:  
VICKI QUINTERO BRASHEAR  
*Director of Products and Services*

CPS HR Consulting  
241 Lathrop Way  
Sacramento, CA 95815  
P: 916-471-3481  
F: 916-561-7281  
vbrashear@cpshr.us  
Tax ID: 68-0067209  
www.cpshr.us



Your Path to Performance

May 24, 2017

Kasama Lee, Principal Human Resources Analyst  
City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626

**Submitted via email to:** [kasama.lee@costamesaca.gov](mailto:kasama.lee@costamesaca.gov)

**Subject:** City of Costa Mesa Classification Study

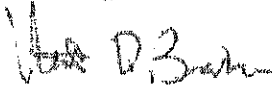
Dear Ms. Lee:

CPS HR Consulting (CPS HR) is pleased to submit this proposal to the City of Costa Mesa (City) to provide classification consulting services.

This proposal describes (i) our understanding of the scope of work for the classification (ii) a project timeline; and (iii) a cost for providing these services.

Thank you for this opportunity; we very much look forward to working with the City of Costa Mesa. Should you have any questions, please do not hesitate to contact our proposed Project Manager, Andi Bernard. You can reach Ms. Bernard by email at [cbarnard@cpshr.us](mailto:cbarnard@cpshr.us) or by phone at (916) 471-3325.

Sincerely,



Vicki Quintero Brashear  
Director of Products and Services

## **Scope of Work**

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### Understanding of the Scope of Work

The City of Costa Mesa has requested a classification study to review and analyze the Management Analyst job family and respective incumbents for the appropriate level of placement. The classifications in the job family include the Management Aide, Management Analyst, and Senior Management Analyst. There are currently twelve (12) full-time and part-time incumbents. Each incumbent essentially works under a different departments or supervisors/managers. This portion of the study will focus on eight (8) full-time positions in terms of allocation and provide a cursory review of the part-time positions for structural fit. The City has also requested retention of classification consulting services for one (1) Secretary. Allocation recommendations for the appropriate classification(s) will be provided to the City as a result of the study.

### The CPS HR Approach to Consulting

Our approach to consulting can be summarized in the following four statements:

- CPS HR believes that building a solid foundation for human resource management will best support an organization's efforts to achieve its mission and goals. We view the human resources function as a systems model that integrates success factors and best practices across the human resources span of control, while aligning with the external and internal factors that support its solid foundation. The use of this systems approach eliminates or mitigates the unintended consequences of making decisions which place human resources programs in silos, rather than on a continuum.
- CPS HR fully understands that classification and compensation studies require an iterative, collaborative, and flexible approach, rather than an approach based on imposing change, and our work plans are designed to be inclusionary and collaborative with all stakeholders.
- Classification and compensation systems should be designed to serve as a foundation for an organization over many years, through both good and bad economic times. We believe our greatest strength is our ability to work with our clients to develop well thought out systems which will withstand changing operational and economic conditions.
- We view our clients as our business partners; our goal is to form strong and collaborative partnerships with our clients to assist them in achieving their missions. It is through such partnerships that CPS HR achieves our own mission of transforming human resources management in the public sector.

## Project Methodology/Work Plan

**Task 1 – Review the City’s Background Materials.** Upon contract execution, CPS HR will request background information from the City to ensure our Project Team is prepared for the initial meeting. Items requested include the current classification plan and concepts, current classification specifications, organization charts, personnel policies and procedures, staffing and budget information, and any other documentation relating to the study.

**Task 2 – Initial Project Meeting.** The CPS HR Project Team will meet with the City’s Project Manager and designated key stakeholders to initiate the project by confirming study goals, objectives, and methodologies. During this meeting, CPS HR and the City will also discuss and agree upon communication protocols to ensure open and consistent communication throughout the project.

**Task 3 – Develop Position Evaluation Tools.** CPS HR will develop tools to ensure valid information is gathered, analyzed, and documented consistently. This activity includes finalizing a Position Description Questionnaire (PDQ) for approval by the City. Each PDQ is designed to capture specific information, and to be used in studies with multiple analytical goals such as position allocation and classification specification development/revisions. CPS HR will work with the City to optimize a PDQ which meets the City’s specific study needs.

**Task 4 – Conduct Orientation Session.** The CPS HR Project Manager will assist the City in drafting a memorandum or email to all employees included in the study, inviting them to attend a study orientation session. The purpose of the orientation sessions is to:

- communicate study goals, methodology, and processes;
- explain to participants how the PDQ should be completed;
- explain the role of employees, supervisors, and managers in the study; and
- respond to all employee questions regarding the study process.

**Task 5 – PDQ Completion.** All employees included in the study will be asked to complete a PDQ providing detail on the current duties, responsibilities, qualifications, typical working conditions, and physical requirements of their position. To minimize costs to the City, the City will be responsible for the distribution of the PDQs to the project participants and the collection of the completed PDQs. To maintain the integrity of the classification process, a common best practice is for the study employees’ supervisors and/or managers to review and sign the PDQ to affirm that all pertinent information is captured. Further, whereas supervisors and/or managers are expected to provide input/comments on any inaccurate information provided by the employee by so stating within the relevant section of the PDQ, they are not expected to change the PDQ content prepared by the employee.



**Task 6 – Evaluate the Completed PDQs.** The CPS HR Project Team will thoroughly review each PDQ to obtain an understanding of the duties and responsibilities assigned to each position associated with each program.

**Task 7 – Job Evaluation Interviews.** Job evaluation interview questions for study employees will be developed based upon the results of the documentation review. CPS HR Project Team members will develop an interview schedule and will coordinate the schedule with the City's designated staff member (this individual will assume responsibility for coordinating the interview schedule with CPS HR and the study employees, notifying employees of their allotted time and date, making changes to the schedule, notifying all parties concerned, and reserving any conference rooms). For budget purposes, CPS HR has estimated that no more than 17 interviews will be conducted with current incumbents and their supervisors. CPS HR will determine which incumbents are to be invited to interviews based upon our review of PDQs and discussions with City Management.

**Task 8 – Analyze PDQs for Job Family Placement.** All information submitted through the PDQ and interview process will be analyzed to identify levels, scope, typical duties, requisite knowledge, skills, abilities, and other job-related characteristics of all study positions. This analysis will be used to develop/define classification concepts, evaluate the classification structure, develop recommendations regarding any changes to the City's classification structure and/or specific classifications, update/revise/develop classification specifications, and develop recommendations about the allocation of current incumbents within the proposed classification structure.

**Task 9 – Prepare Classification Study Report.** Classification concepts serve as the foundation for a classification plan by identifying the nature and level of jobs, with clear definitions of the differences between them. Classification concepts will also provide the framework to ensure they properly identify scope and level of authority relative to other job family classifications. The classification concepts developed for this study will include the use and application of common classification allocation factors such as decision making, scope and complexity, contact with others, supervision received and exercised, and knowledge skills and abilities. In addition to the classification concepts, the Classification Study Report will include:

- a detailed explanation of the process utilized by CPS HR to conduct the classification study
- placement of individual positions into the recommended classification structure (CPS HR will submit the allocation recommendations in a table format, and will prepare a brief summary for any positions, which are recommended for reclassification)

The CPS HR Project Manager will meet with representatives from the City and other key stakeholders to conduct a review of a draft of the Classification Report, to explore the

recommendations, and to respond to any comments, questions, or concerns prior to development/revision of classification specifications. Based upon the City's review of the draft Classification Report, the CPS HR Project Team will follow up on any issues resulting from these reviews and will prepare a final Classification Report. The Project Team will submit the requested number of copies of the final Classification Report that includes the results of the classification analysis and study findings/recommendations to the City. The content of the final report will include any changes that may have occurred during the review process. The CPS HR Project Manager will conduct an on-site, high-level overview/presentation of study findings and recommendations to those individuals identified by the City, and any other designated stakeholders at the City's request.

### Proposed Timeline

Based upon the work plan presented within this proposal, we anticipate a study of this nature, would be conducted with the delivery of the draft report within an eight (8) week timeframe from the execution of the contract and the City's preferred start date.

The proposed timeline assumes that the City will be able to review, provide comments, and approve study products within agreed upon time frames. During the study, the CPS HR Project Manager will assess any impacts on the timeline on an ongoing basis.

BASE CLASSIFICATION STUDY PROJECT TIMELINE		
Task #	Project Tasks	Time Frame
Task 1	Review Background Materials	Week 1
Task 2	Initial Project Meeting	Week 1
Task 3	Develop Evaluation Tool	Week 1
Task 4	Conduct Orientation	Week 2
Task 5	Distribute, Complete, Collect PDQs	Week 3 - 4
Task 6	Review Completed PDQs	Week 4
Task 7	Job Evaluation Interviews	Week 5
Task 8	Analyze PDQs for Classification Plan Recommendations	Week 6 - 7
Task 9	Prepare and Submit Classification Study Report	Week 8

### Professional Fees

CPS HR is proposing a time and materials fee structure to complete the City' Classification Study. To assist the City with understanding the *estimated* costs of this study, below, we provide our billing rates, number of estimated hours, and total estimated cost.

CPS HR Project Staffing Category	CPS HR Billing Rates	Compensation Study: Number of Estimated Hours	Total Estimated Cost
Project Manager	\$140	13	\$1,820
Project Consultant	\$110	45.5	\$5,005

The not-to-exceed cost to complete the City's classification compensation study as described in this proposal is **\$7230.00**. Travel for Task 2 and Task 7 have been included in the not-to-exceed amount. Travel will be billed separately at the GSA per diem rates for meals and mileage. However, CPS HR does not anticipate the need for additional travel unless specifically requested by the City.