



## AGENDA REPORT

**Meeting Date:** December 17, 2013  
**Item Number:** E-6  
**To:** Honorable Mayor & City Council  
**From:** Noel Marquis, Assistant Director of Administrative Services - Finance  
**Subject:** **APPROVALS RELATED TO VARIOUS CITY PURCHASING AND BUDGET TRANSACTIONS AS DESCRIBED HEREIN**  
**Attachments:** 1. Amendment  
2. Agreement

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**Item A. APPROVAL OF AMENDMENT NO. 3 TO AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND COOPERATIVE PERSONNEL SERVICES FOR PERSONNEL TESTING SERVICES IN A NOT TO EXCEED AMOUNT OF \$160,000; AND**

**APPROVAL OF A PURCHASE ORDER TO COOPERATIVE PERSONNEL SERVICES IN AN AMOUNT NOT TO EXCEED \$50,000.00 FOR FISCAL YEAR 2013-14**

### RECOMMENDATION

Staff recommends that the City Council move to approve Amendment No. 3 between the City of Beverly Hills and Cooperative Personnel Services in the not to exceed amount of \$160,000 for testing services and a purchase order in the amount of \$50,000 for FY 2013-14.

### INTRODUCTION

Cooperative Personnel Services has provided employee testing services for the City since 1999. This amendment is being requested due to the number of vacancies the City currently has and amends the current agreement.

### DISCUSSION

The initial agreement was in the amount of \$42,000 over three fiscal year periods. Additional testing services were needed to fill vacancies due to employee retirements in 2011 and 2012 and continuing into 2013. As a result of the unanticipated rise in vacancies, recruitment/testing increased. The requested Amendment #3 in the amount of \$100,000 is necessary for testing through June 30, 2015. The total agreement is not to exceed \$160,000.00.

**FISCAL IMPACT**

Funds have been budgeted and are available for this purpose.

**Item B. APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND THE DAVIS COMPANY FOR COMPENSATION STUDIES AND CLASSIFICATION ANALYSES; AND**

**APPROVAL OF A PURCHASE ORDER TO DAVIS COMPANY IN A NOT TO EXCEED AMOUNT OF \$38,000 FOR FISCAL YEAR 2013-14**

**RECOMMENDATION**

Staff recommends that the City Council approve the three year agreement and purchase order with the Davis Company for future classification and compensation studies in the amount of \$38,000 for fiscal year 2013-14, for a total not to exceed \$114,000.

**INTRODUCTION**

The Davis Company will assist in providing classification and compensation services by performing studies as necessary. The original contract with the Davis Company was entered into in 2005 for the design and implementation of employee performance standards, in 2006, the second amendment expanded the scope of work to include classification and compensation tasks per the negotiated MOU's with the City's bargaining units.

Future services by The Davis Company will be utilized on an as needed basis for compensation and classification related analysis or studies.

**DISCUSSION**

The Davis Company has the skills, knowledge and ability to provide assistance with professional classification and compensation studies. The cost of these services is a not to exceed amount of \$38,000 for fiscal year 2013-14.

**FISCAL IMPACT**

Funds have been budgeted and are available for this purpose.

  
Noel Marquis  
Approved By \_\_\_\_\_

# **Attachment 1**

AMENDMENT NO. 3 TO AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND COOPERATIVE PERSONNEL SERVICES FOR PERSONNEL TESTING SERVICES

NAME OF VENDOR: Cooperative Personnel Services

VENDOR'S DESIGNATED REPRESENTATIVE: Jeff Hoye, Senior Manager

VENDOR'S ADDRESS: 241 Lathrop Way  
Sacramento, CA 95815

CITY'S ADDRESS: City of Beverly Hills  
455 North Rexford Drive  
Beverly Hills, CA 90210  
Attention: Sandra Olivencia.  
Assistant Director of Administrative Services/  
Human Resources

COMMENCEMENT DATE: July 1, 2011

TERMINATION DATE: June 30, 2015

CONSIDERATION: Original Agreement: Not to exceed \$42,000 for the term of the Agreement, based on the rates set forth in Exhibits B, C, D and E of Attachment A

Amendment No. 1: Not to exceed \$50,000.00 for the term of the Agreement based on the rates set forth in Exhibits B, C, D and E of Attachment A

Amendment No. 2: Not to exceed \$60,000 for the term of the Agreement based on the rates set forth in Exhibits B, C, D and E of Attachment A

Amendment No. 3: Not to exceed \$160,000 for the term of the Agreement based on the rates set forth in Exhibits B, C, D and E of Attachment A

AMENDMENT NO. 3 TO AN AGREEMENT BETWEEN THE CITY  
OF BEVERLY HILLS AND COOPERATIVE PERSONNEL  
SERVICES FOR PERSONNEL TESTING SERVICES

This Amendment No. 3 is to that certain Agreement dated June 4, 2012 and identified as Contract No.186-12, as amended by Amendment No. 1 dated March 27, 2013 and identified as Contract No. 88-13; and Amendment No. 2 dated June 18, 2013 and identified as Contract No. 213-13 ("Agreement") between the City of Beverly Hills, a Municipal Corporation (hereinafter "CITY") and Cooperative Personnel Services (hereinafter "VENDOR"), copies of which are on file in the office of the City Clerk.

R E C I T A L S

A. CITY and VENDOR entered into a written Agreement dated June 4, 2012 for personnel testing services which was previously amended.

B. CITY desires to amend the Termination Date and the Time of Performance of the Agreement and increase the Consideration for additional testing services related to unanticipated vacancies due to employee retirements.

NOW, THEREFORE, the parties hereto amend the Agreement as follows:

Section 1. The Termination Date shall be amended as set forth above.

Section 2. The Consideration shall be amended as set forth above.

Section 3. Section 2 of the Agreement entitled "Time of Performance" shall be amended as follows:

"Section 2. Time of Performance. VENDOR shall perform the services on or by the Termination date set forth above."

Section 4. Except as amended by Section 2, Section 3 and Section 4 of Amendment No. 2 and this Amendment No. 3, all terms and conditions set forth in the Agreement shall remain in full force and effect.

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2013 at Beverly Hills, California.

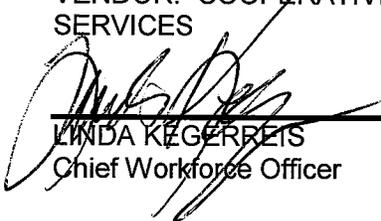
CITY OF BEVERLY HILLS,  
A Municipal Corporation

\_\_\_\_\_  
JOHN A. MIRISCH  
Mayor of the City of  
Beverly Hills, California

ATTEST

\_\_\_\_\_  
(SEAL) BYRON POPE  
City Clerk

VENDOR: COOPERATIVE PERSONNEL  
SERVICES

  
\_\_\_\_\_  
LINDA KEGERRIS  
Chief Workforce Officer

APPROVED AS TO FORM:

  
\_\_\_\_\_  
LAURENCE S. WIENER  
City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
JEFFREY C. KOLIN  
City Manager

  
\_\_\_\_\_  
DON RHOADS  
Director of Administrative Services/  
Chief Financial Officer

  
\_\_\_\_\_  
SANDRA OLIVENCIA-CURTIS  
Assistant Director of Administrative  
Services/Human Resources

  
\_\_\_\_\_  
KARL KIRKMAN  
Risk Manager



AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND  
THE DAVIS COMPANY FOR COMPENSATION STUDIES AND  
CLASSIFICATION ANALYSES

THIS AGREEMENT is made between the City of Beverly Hills (hereinafter called "CITY"), and The Davis Company (hereinafter called "CONSULTANT").

RECITALS

A. CITY desires to have certain services provided (the "services") as set forth in Exhibit A, attached hereto and incorporated herein.

B. CONSULTANT represents that it is qualified and able to perform the services.

NOW, THEREFORE, the parties agree as follows:

Section 1. CONSULTANT's Services. CONSULTANT shall perform the Scope of Work described in Exhibit A in a manner satisfactory to CITY and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. City shall have the right to order, in writing, changes in the Scope of Work. Any changes in the Scope of Work by CONSULTANT must be made in writing and approved by both parties. The cost of any change in the Scope of Work must be agreed to by both parties in writing.

Section 2. Time of Performance. CONSULTANT shall perform the services on or by the Termination Date set forth above.

Section 3. Compensation. CITY agrees to compensate CONSULTANT, and CONSULTANT agrees to accept in full satisfaction for the services required by this Agreement an amount not to exceed the Consideration set forth above and based on the rates set forth in Exhibit B-1, attached hereto and incorporated herein. Said Consideration shall constitute reimbursement of CONSULTANT's fee for the services as well as the actual cost of any equipment, materials, and supplies necessary to provide the services (including all labor, materials, delivery, tax, assembly, and installation, as applicable). CITY shall pay CONSULTANT said Consideration in accordance with the method of payment set forth in Exhibit B-2, attached hereto and incorporated herein.

Section 4. Independent Contractor. CONSULTANT is and shall at all times remain, as to CITY, a wholly independent contractor. Neither CITY nor any of its agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's employees, except as herein set forth. 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.

Section 5. Assignment. This Agreement shall not be assigned in whole or in part, by CONSULTANT without the prior written approval of CITY. Any attempt by CONSULTANT to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

Section 6. Responsible Principal(s).

(a) CONSULTANT's Responsible Principal set forth above shall be principally responsible for CONSULTANT's obligations under this Agreement and shall serve as principal liaison between CITY and CONSULTANT. Designation of another Responsible Principal by CONSULTANT shall not be made without prior written consent of CITY.

(b) CITY's Responsible Principal shall be the City Manager or his designee set forth above who shall administer the terms of the Agreement on behalf of CITY.

Section 7. Personnel. CONSULTANT represents that it has, or shall secure at its own expense, all personnel required to perform CONSULTANT's Scope of Work under this Agreement. All personnel engaged in the work shall be qualified to perform such Scope of Work.

Section 8. Interests of CONSULTANT. CONSULTANT affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the Scope of Work contemplated by this Agreement. No person having any such interest shall be employed by or be associated with CONSULTANT.

Section 9. Insurance.

(a) CONSULTANT shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1) A policy or policies of Comprehensive General Liability Insurance, with minimum limits of One Million Dollars (\$1,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by CONSULTANT.

2) A policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit, covering any vehicle utilized by CONSULTANT in performing the Scope of Work required by this Agreement.

3) Workers' compensation insurance as required by the State of California.

(b) CONSULTANT shall require each of its sub-consultants or sub-contractors to maintain insurance coverage which meets all of the requirements of this Agreement.

(c) The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least a B+;VII in the latest edition of Best's Insurance Guide.

(d) CONSULTANT agrees that if it does not keep the aforesaid insurance in full force and effect CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONSULTANT's expense, the premium thereon.

(e) At all times during the term of this Agreement, CONSULTANT shall maintain on file with the City Clerk a certificate or certificates of insurance on the form set forth in Exhibit C, attached hereto and incorporated herein, showing that the aforesaid policies are in effect in the required amounts. CONSULTANT shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. The general liability insurance shall contain an endorsement naming the CITY as an additional insured. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to CITY, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.

(f) The insurance provided by CONSULTANT shall be primary to any coverage available to CITY. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation.

(g) Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, CONSULTANT shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONSULTANT shall procure a bond guaranteeing payment of losses and expenses.

Section 10. Indemnification. CONSULTANT agrees to indemnify, hold harmless and defend CITY, City Council and each member thereof, and every officer, employee and agent of CITY, from any liability or financial loss (including, without limitation, attorneys fees and costs) arising from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT or any person employed by CONSULTANT in the performance of this Agreement.

Section 11. Termination.

(a) CITY shall have the right to terminate this Agreement for any reason or for no reason upon five (5) calendar days' written notice to CONSULTANT. CONSULTANT agrees to cease all work under this Agreement on or before the effective date of such notice.

(b) In the event of termination or cancellation of this Agreement by CITY, due to no fault or failure of performance by CONSULTANT, CONSULTANT shall be paid based on the percentage of work satisfactorily performed at the time of termination. In no event shall CONSULTANT be entitled to receive more than the amount that would be paid to CONSULTANT for the full performance of the services required by this Agreement. CONSULTANT shall have no other claim against CITY by reason of such termination, including any claim for compensation.

Section 12. Notice. Any notices, bills, invoices, etc. required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during the receiving party's regular business hours or by facsimile before or during the receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid to the addresses set forth above, or to such other addresses as the parties may, from time to time, designate in writing pursuant to this section.

Section 13. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material

discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

Section 14. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and CONSULTANT, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both CITY and CONSULTANT.

Section 15. Attorney's Fees. In the event that either party commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

Section 16. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 17. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

EXECUTED the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, at Beverly Hills, California.

CITY OF BEVERLY HILLS  
A Municipal Corporation

\_\_\_\_\_  
JOHN A MIRISCH  
Mayor of the City of  
Beverly Hills, California

ATTEST:

\_\_\_\_\_  
(SEAL)  
BYRON POPE  
City Clerk

CONSULTANT: THE DAVIS COMPANY

*M. Davis*  
\_\_\_\_\_  
MICHAEL DAVIS  
President

APPROVED AS TO FORM:

*Laurence S. Wiener*  
\_\_\_\_\_  
LAURENCE S. WIENER  
City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
JEFFREY C. KOLIN  
City Manager

[Signatures continue]



DON RHOADS  
Director of Administrative Services/  
Chief Financial Officer



SANDRA OLIVENCIA  
Assistant Director of Administrative Services/  
Human Resources



KARL KIRKMAN  
Risk Manager

EXHIBIT A  
SCOPE OF WORK

CONSULTANT shall perform the following services at CITY's request:

Strategic Planning and Budgeting:

1. Forecast wage and benefit costs by bargaining unit and pay plans.
2. Develop and analyze short and long range strategies required to achieve CITY employment goals and objectives

Compensation:

1. Prepare compensation surveys required by CITY's employer-employee relations agreements and related policies.
2. Evaluate compensation required by CITY's employer-employee relations agreements and related policies.
3. Prepare written procedures, practice and training for administration of compensation and classification practices required by CITY's employer-employee relations agreements and related policies.

Classification:

1. Update job descriptions to comply with contemporary best practices to indicate current job functions, essential duties and other related job factors (e.g. titles, supervision exercised and received knowledge, skills and abilities – cognitive and physical requirements, training/education, and experience requirements and related state and federal employment requirements).
2. Identify benchmark classes and career family series required for surveys and compensation rate setting.

Other Requirements:

1. CONSULTANT shall commence each project only after receiving written approval from CITY's Responsible Principal.
2. CITY's Responsible Principal shall approve CONSULTANT's project cost estimates in writing prior to commencement of each project by CONSULTANT.
3. CONSULTANT shall submit monthly progress and interim progress reports as required by CITY's Responsible Principal.

EXHIBIT B-1  
SCHEDULE OF RATES

CITY shall compensate CONSULTANT for the satisfactory performance of services set forth in this Agreement in an amount not to exceed Thirty-Eight Thousand (\$38,000) Dollars per fiscal year based on the following rates:

Professional Fees	Hourly	Daily
Partner	\$242.00	\$1936.00
Principal	\$210.00	\$1680.00
Senior Consultant	\$175	\$1400.00
Associate Consultant	\$153.00	\$1228.00
Research Assistant	\$95.00	---
Production Specialists	\$65.00	---

CONSULTANT may charge CITY for reimbursable expenses reasonably incurred in the performance of this Agreement as follows:

Reimbursable Expenses	COST
Outside printing, travel, postage and long distance telephone charges	Direct Cost
Copies/Printing	\$0.20 per page
Report covers and bindings	\$5.00 per volume
Faxes sent and received	\$0.20
Use of Personal Auto	\$0.55 per mile

Total not to exceed One Hundred Fourteen Thousand (\$114,000) Dollars over the term of the Agreement.

EXHIBIT B-2  
SCHEDULE OF PAYMENT

CONSULTANT shall submit an itemized statement to CITY for its services performed in the prior month, which shall include documentation setting forth in detail a description of the services rendered. CITY shall pay CONSULTANT the amount of such undisputed billing within thirty (30) days of receipt of same.



EXHIBIT C

CERTIFICATE OF INSURANCE

This is to certify that the following endorsement is part of the policy(ies) described below:

NAMED INSURED

COMPANIES AFFORDING COVERAGE

- A.
- B.
- C.

ADDRESS

COMPANY (A. B. C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	B.I.	LIMITS P.D.	AGGREGATE
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS <input type="checkbox"/> BLANKET CONTRACTUAL <input type="checkbox"/> CONSULTANT'S PROTECTIVE <input type="checkbox"/> PERSONAL INJURY <input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> WORKERS' COMPENSATION <input type="checkbox"/>					

It is hereby understood and agreed that the City of Beverly Hills, its City Council and each member thereof and every officer and employee of the City shall be named as joint and several assureds with respect to claims arising out of the following project or agreement:

It is further agreed that the following indemnity agreement between the City of Beverly Hills and the named insured is covered under the policy: CONSULTANT agrees to indemnify, hold harmless and defend City, its City Council and each member thereof and every officer and employee of City from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against City, its City Council and each member thereof and any officer or employee of City which results directly or indirectly from the wrongful or negligent actions of CONSULTANT's officers, employees, agents or others employed by CONSULTANT while engaged by CONSULTANT in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right of contribution with insurance which may be available to the City of Beverly Hills.

In the event of cancellation or material change in the above coverage, the company will give 30 days written notice of cancellation or material change to the certificate holder.

Except to certify that the policy(ies) described above have the above endorsement attached, this certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
Authorized Insurance Representative

AGENCY: \_\_\_\_\_  
\_\_\_\_\_

TITLE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_