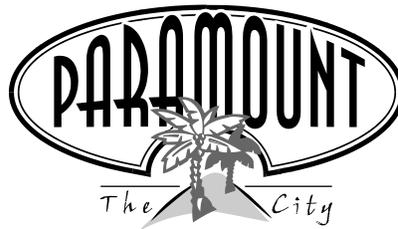


# AGENDA

Paramount City Council  
November 21, 2017



Adjourned Meeting  
City Hall Council Chambers  
5:00 p.m.

City of Paramount

16400 Colorado Avenue ❖ Paramount, CA 90723 ❖ (562) 220-2000 ❖ [www.paramountcity.com](http://www.paramountcity.com)

**Public Comments:** If you wish to make a statement, please complete a Speaker's Card at the beginning of the meeting. Speaker's Cards are located at the entrance. Give your completed card to a staff member or put it on the staff table located at the front of the room. When your name is called, please go to the rostrum provided for the public. Persons are limited to a maximum of 3 minutes unless an extension of time is granted. No action may be taken on items not on the agenda except as provided by law.

**Americans with Disabilities Act:** In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk's office at (562) 220-2027 at least 48 hours prior to the meeting to enable the City to make reasonable arrangements to ensure accessibility to this meeting.

**Note:** Agenda items are on file in the City Clerk's office and are available for public inspection during normal business hours. Materials related to an item on this Agenda submitted after distribution of the agenda packet are also available for public inspection during normal business hours in the City Clerk's office. The office of the City Clerk is located at City Hall, 16400 Colorado Avenue, Paramount.

## Notes

CALL TO ORDER:

Mayor Peggy Lemons

ROLL CALL OF  
COUNCILMEMBERS:

Councilmember Laurie Guillen  
Councilmember Tom Hansen  
Councilmember Daryl Hofmeyer  
Vice Mayor Diane J. Martinez  
Mayor Peggy Lemons

## **PUBLIC COMMENTS**

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## **CONSENT CALENDAR**

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All items under the Consent Calendar may be enacted by one motion. Any item may be removed from the Consent Calendar and acted upon separately by the City Council.

1. [ACCEPTANCE OF WORK](#) Construction of the Annual Sidewalk Replacement for Fiscal Year 2018  
City Project No. 9832

## **NEW BUSINESS**

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2. [AWARD OF CONTRACT](#) Vision (Website Development and Maintenance)
3. [ORDINANCE NO. 1092 \(Introduction\)](#) Consideration of Election Date Options to Comply with Senate Bill 415 "Voter Participation" and Optionally SB 568
4. [AWARD OF CONTRACT](#) Classification and Compensation Study

## **COMMENTS**

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- Staff
- Councilmembers

## **ADJOURNMENT**

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To a meeting on December 12, 2017 at 6:00 p.m.

NOVEMBER 21, 2017

ACCEPTANCE OF WORK

CONSTRUCTION OF THE ANNUAL SIDEWALK REPLACEMENT FOR  
FISCAL YEAR 2018 (CITY PROJECT NO. 9832)

MOTION IN ORDER:

ACCEPT AND APPROVE THE WORK PERFORMED BY KALBAN, INC.,  
SANTA CLARITA, CALIFORNIA, FOR THE CONSTRUCTION OF THE  
ANNUAL SIDEWALK REPLACEMENT FOR FISCAL YEAR 2018 AND  
AUTHORIZE PAYMENT OF THE REMAINING RETENTION.

APPROVED: \_\_\_\_\_

DENIED: \_\_\_\_\_

MOVED BY: \_\_\_\_\_

SECONDED BY: \_\_\_\_\_

ROLL CALL VOTE:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_



**To:** Honorable City Council

**From:** John Moreno

**By:** Christopher S. Cash/Sarah Ho

**Date:** November 21, 2017

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**Subject: ACCEPTANCE OF WORK FOR CONSTRUCTION OF THE ANNUAL  
SIDEWALK REPLACEMENT FOR FISCAL YEAR 2018  
(CITY PROJECT NO. 9832)**

The work performed under this contract has been inspected under the supervision of the Director of Public Works, in conformance with Section 6-8 of the Standard Specifications for Public Works Construction.

The project was completed on October 28, 2017, and the Notice of Completion will be filed with the County Recorder after approval by the City Council. The remaining portion of the contract retention \$8,702.33 will be held for thirty-five (35) days from that date.

#### **Recommended Action**

It is recommended that the City Council accept and approve the work performed by Kalban, Inc., Santa Clarita, California, for the construction of the annual sidewalk replacement for Fiscal Year 2018 and authorize payment of the remaining retention.

NOVEMBER 21, 2017

AWARD OF CONTRACT TO VISION FOR WEBSITE DEVELOPMENT  
AND MAINTENANCE

MOTION IN ORDER:

AWARD THE CONTRACT FOR WEBSITE DEVELOPMENT AND  
MAINTENANCE TO VISION IN THE AMOUNT OF \$24,000 FOR THE FIRST  
YEAR AND \$29,284 OVER THE NEXT FOUR YEARS (\$53,284 TOTAL) AND  
AUTHORIZE THE MAYOR TO EXECUTE THE AGREEMENT.

APPROVED: \_\_\_\_\_ DENIED: \_\_\_\_\_

MOVED BY: \_\_\_\_\_

SECONDED BY: \_\_\_\_\_

ROLL CALL VOTE:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_



**To:** Honorable City Council

**From:** John Moreno

**By:** Kevin Chun/Jonathan Masannat

**Date:** November 21, 2017

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**Subject:** AWARD OF CONTRACT TO VISION FOR WEBSITE DEVELOPMENT AND MAINTENANCE

### **Introduction**

In 2008, the City entered into a contract for website development and maintenance with Highpoint, Inc. The website's maintenance agreement was renewed in 2014 with Highpoint Web Design, LLC after a new owner purchased Highpoint, LLC. For 9 years, the website has been a source of information for inquiring members of the public as well as a center for services, including bill pay and issue reporting. However, the website's design and functionality are now antiquated, having not evolved to the more modern user-friendly design interfaces expected of business websites.

Of course, the website is an integral component of the City's communication program and should be addressed as soon as possible. To emphasize this point, the City of Paramount communications consultant, Tripepi Smith and Associates, recommended updating the website in their 2016 Communications Assessment Report.

### **Vendor Evaluation Process**

As a result of the feedback and researched compiled, the City published a Request for Proposals in August 2017 for website design & implementation services. In response, the City received five proposals and invited the candidates to make a presentation to a group of City employees responsible for website content. Following the presentations, staff discussed the proposals and made a decision based on the quality of service and cost.

### **Selection**

After careful consideration, staff is recommending a company named Vision. The result was to move forward with Vision and bring their contract to the City Council for approval. Vision is a company with over 20 years of experience working exclusively with local governments and building award-winning websites. As part of their package, they will conduct a study with potential websites users to understand the average visitor's usage and design the new website accordingly. Additionally, Vision's software is easy to use and makes editing content simple for employees across the City; they also offer extensive training opportunities. Moreover, they offer insightful site analytics and website improvements over the term of the agreement. Although Vision was not the least expensive vendor, the City can award the contract to Vision

as this type of service meets the guidelines of the City’s Purchasing Policy. Under the City’s Purchasing Policy, professional services contracts are exempt from bidding. Vision’s contract is considered a professional services contract

A list of the firms that submitted proposals and their costs are below:

<b>Costs</b>	<b>Tripepi Smith</b>	<b>civiclive</b>	<b>Vision</b>	<b>Revize</b>	<b>ETA</b>
<b>Development</b>	\$21,550	\$34,000	\$24,000	\$23,700	\$59,580
<b>Maint. Yr. 1</b>	\$5,060	\$0	\$0	\$7,900	\$8,700
<b>Maint. Yr. 2</b>	\$5,060	\$8,500	\$7,000	\$13,800	\$8,970
<b>Maint. Yr. 3</b>	\$5,060	\$8,500	\$7,210	\$13,800	\$9,240
<b>Maint. Yr. 4</b>	-	-	\$7,426	\$5,900	-
<b>Maint. Yr. 5</b>	-	-	\$7,648	-	-
<b>Total</b>	<b>\$36,730</b>	<b>\$51,000</b>	<b>\$53,284</b>	<b>\$65,100</b>	<b>\$86,490</b>

Please note that the contract lengths are different and will result in the total costs varying somewhat largely.

Since the contract includes a 5-year maintenance agreement that elevates the cost over the \$40,000 contract limit that the City Manager is authorized to enter into, staff is requesting City Council approval for the agreement between the City and Vision (see the attached agreement). Once the contract is awarded, the website will be up and running in about 4-6 months.

**Fiscal Impact**

In the FY 18 Budget, \$37,500 is included for website development and is sufficient to cover the first year’s cost with Vision (\$24,000 for both the website development and maintenance). Over the following four years, Vision’s cost for maintenance will increase gradually from \$7,000 to \$7,648 (see table above). Staff will budget the maintenance cost in each fiscal year as appropriate.

**Recommended Action**

It is recommended that the City Council award the contract for website development and maintenance to Vision in the amount of \$24,000 for the first year and \$29,284 over the next four years (\$53,284 total) and authorize the Mayor to execute the agreement.



# master services agreement

## *for City of Paramount, CA*

This Master Services Agreement ("**Agreement**") is made and entered into effective as of the date of the last signature below (the "**Effective Date**") by and between Vision Technology Solutions, LLC dba VISION ("**Contractor**"), and the customer which is a signatory hereto ("**Client**"). Client and Contractor are sometimes individually referred to as a "**Party**" and collectively as the "**Parties**."

1. Services. This Agreement (which includes and incorporates the Addendum(s) attached hereto and Contractor's acceptable use policy ("**AUP**") posted at [www.visioninternet.com/about/legal](http://www.visioninternet.com/about/legal)) sets forth the entire terms and conditions by which Contractor will deliver and Client will receive any and all of the services provided by Contractor, including one or more of the following: website development, visionLive™ subscription services, and/or other extra work and services (collectively, the "**Services**"). This Agreement is intended to cover any and all Services ordered by Client and provided by Contractor. Contractor will provide Services to Client as requested by Client and as set forth in the applicable Addendum(s) in exchange for payment of related fees specified in such Addendum(s), and compliance with the terms and conditions of this Agreement, and compliance with Contractor's AUP as such policy may change from time to time.

1.1. Website Development Services. Contractor agrees to provide website development services, as more particularly described in Addendum A, in exchange for payment of fees and compliance with the terms and conditions of this Agreement.

1.1.1. Client understands and agrees that Contractor will develop website frontend to be compatible with Internet Explorer 11, Microsoft Edge, and the latest released versions of Chrome, Firefox, and Safari at the time of Completion. Website backend will be compatible with Internet Explorer 11, Microsoft Edge and the latest released version of Chrome and Firefox at the time of Completion. Website may not be compatible with previous or future versions. Website backend will be optimized for 1024 x 768 pixels resolution or above. Client understands and agrees that the website will be developed with Hypertext Markup Language ("**HTML**"), CSS, JavaScript, and Microsoft ASP.NET ("**MS-ASP**") interfaced with a database created in Microsoft SQL Server ("**MS-SQL**"). Client understands and agrees that the website is developed to run on a Microsoft Windows Server 2012 ("**MS-Server**"), or later. Responsive Website Design with visionMobile Designer™ mobile browsers will be compatible with the latest released version at the time of Completion of iOS Safari, Android Browser, Google Chrome, and Internet Explorer, but may not be compatible with previous or future versions. Client is responsible for the costs of all software licensing. All of the web browsers listed in this section, and any others added by Contractor at its discretion are herein referred to collectively as the "**Supported Web Browsers**".

1.1.2. Contractor will design the website frontend navigation and graphic design to be generally compliant with WCAG 2.0 A. Client further understands and agrees that content, website backend, and third-party tools may not be compliant with Section 508 or WCAG 2.0.

1.2. visionLive™ Subscription Services. Contractor agrees to provide VCMS Licensing Services, Support Services, and Hosting Services (collectively "**Subscription Services**") to the Client in exchange for payment of fees and compliance with the terms and conditions of this Agreement. As used throughout this Agreement, "**VCMS**" shall mean Vision Content Management System™, also known as the Vision Internet Content Management System, VCMT, VCMS and the Vision Content Management Tool.

1.2.1. Subscription. Contractor will provide Client a subscription to access and use the VCMS.

**VCMS Licensing Services include:**

- (a) Functional enhancements to VCMS components.
- (b) New VCMS Interactive Components that may be released from time to time by Contractor.
- (c) Bug fixes to the VCMS code.



- (d) Updates to provide compatibility to future versions of Supported Web Browsers within three months of their release. Compatibility with previous versions of Supported Web Browsers is not guaranteed.

**VCMS Licensing Services do not include:**

- (a) Optional Interactive Components.
- (b) Modules, Programs, or Software Applications.
- (c) Conversion to new platforms.
- (d) Modification of third-party products.
- (e) Compatibility with Client's third-party products.
- (f) Website design services.
- (g) New Products. Contractor may from time to time release new software with capabilities substantially different from or greater than the VCMS and which therefore do not constitute System Updates or New VCMS Interactive Components.
- (h) All other services not expressly provided for in this Agreement and its applicable Addendum(s).

1.2.2. Support Services. Support Services is defined as technical support, account management, and education and training for the VCMS; provided, however, Client does not (1)(a) modify the VCMS or (1)(b) use the VCMS in combination with any third-party system not authorized by Contractor, and (2) maintains a visionLive™ Subscription in accordance with this Agreement. Contractor will provide Support Services to a designated Client account manager, system administrator or webmaster. Technical support is generally available by email and telephone from 6:00 AM to 6:00 PM Pacific Time, Monday through Friday excluding holidays ("**Business Hours**"), with emergency support available 24 hours a day, 7 days a week. An emergency is defined as Client's website being down for more than ten (10) minutes. Support Services also include:

- (a) Shared Account Manager
- (b) Account Management<sup>1\*</sup>
  - o Account reviews (Health Checks)<sup>2</sup>
  - o Site analytics report<sup>3</sup>
  - o Graphics site audit<sup>4</sup>
  - o Site improvement credits
- (c) Education and Training
  - o Training and best practices webinars
  - o Access to On-Demand Training Library
  - o On-going new feature training (via remote meeting service)
  - o Monthly office hours (via remote meeting service)

Site improvement credits<sup>5</sup> will be available beginning the second year of the Agreement and every year thereafter within the Initial Term. Any unused hours in a given year may be carried over to the following year within the Initial Term. Site improvement credits expire at the end of the Initial Term and will not carry over beyond the Initial Term.

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<sup>1</sup> Health Checks, Site Analytics Report and Graphics Site Audit will not be performed until the second year of the Agreement.

<sup>2</sup> Included with each Advanced Subsite as applicable.

<sup>3</sup> Included with each Advanced Subsite as applicable.

<sup>4</sup> Included with each Advanced Subsite as applicable.

<sup>5</sup> visionLive Standard subscribers have 10 site improvement credits, and visionLive Plus subscribers have 20 site improvement credits.



1.2.3. Hosting Services. Contractor will provide shared website hosting on a Microsoft Windows Server and shared database hosting on a Microsoft SQL Server for one (1) unique VCMS website. The shared server hosting service includes:

- (a) SOC-certified datacenter
- (b) Full hardware redundancy
- (c) Redundant generator backup
- (d) Daily data backups
- (e) Intrusion protection
- (f) 24/7 monitoring
- (g) 99.9% uptime
- (h) DDoS mitigation service
- (i) Website content storage<sup>6</sup>
- (j) Standard disaster recovery service with 90 minute failover

1.2.4. Unless Client has retained other Services from Contractor under the applicable Addendum, Client is solely and exclusively responsible for all services not expressly provided for in this Agreement. Any changes, alterations or modification requested by the Client to its website and/or intranet may be subject to a fee to be quoted by a Contractor representative at the time of the request. Client may, at any time, upgrade from its current edition to either a Standard or Plus Edition, as applicable. Client may not, during the Initial Term (defined below) or any renewal term, downgrade from its current edition to either a Standard or Basic Edition, as applicable. Client acknowledges that the Subscription Services may be modified or improved because of the dynamic nature of technology. Contractor may, from time to time, make minor modifications to the Subscription Services, as a whole or any part thereof. Such minor modifications may be implemented at any time and without notice to Client. Continued use of the Subscription Services following any modification shall constitute binding acceptance of the modification.

2. Subsequent Extra Work/Other Services. Additional services not initially covered in this Agreement (including the Addendum referenced above) and extra hours will be presented to Client for approval prior to commencement of work ("**Extra Work**"). Extra Work will be set forth in an amendment to this Agreement signed by the Parties and designated as Addendum C-1, C-2, etc., as applicable, and such Addendum shall become part of this Agreement when executed by both parties. Such addendum will be billed at Contractor's then prevailing hourly rates, which are currently as follows: Content Migration, \$85/hr; Graphic Production, \$95/hr; Quality Assurance, Testing, Debugging, Technical Support, Webmaster Services, HTML Programming, \$105/hr; Consulting, Project Management, Database Design, Dynamic Programming, \$135/hr; Graphic Design, Training, \$125/hr; Straight flatbed scanning will be billed at \$10 per scan. Touch up work to images will be billed at the Graphic Design hourly rate. Client shall be responsible for any or all additional fees including, without limitation: photography, stock images, illustration, fonts, scanning, software, applications, online promotion, marketing, copy writing, redesign, change orders, mailings, and fees to any third party vendors if applicable. Calls outside of Business Hours for support services unrelated to the website being down for more than ten (10) minutes will be subject to a minimum fee of \$135.

3. Ownership; Limited Licensing of Intellectual Property.

3.1. Designs. Upon payment in full of the website development fees provided under Addendum A, Contractor grants a non-exclusive, non-transferrable, and perpetual license for Client to reproduce, modify or create derivative works for its own use, public display, and use any and all of Contractor's copyrights in the homepage layout wireframe, sitemap, draft homepage design concept(s) interior page layouts (collectively, the "**Contractor Designs**") embodied in Client's website, which are prepared or caused to be prepared by Contractor under this Agreement. The Contractor Designs provided under this Agreement is licensed and not sold. Client understands and agrees that the Contractor Designs as a whole

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<sup>6</sup> For the main website, visionLive Standard subscribers have up to 50GB of storage, and visionLive Plus subscribers have up to 250GB of storage. Each Advanced subsite has up to 10GB of storage, regardless of visionLive edition. Each Basic subsite has up to 5GB of storage, regardless of visionLive edition.



is an original work of authorship by Contractor and that Contractor shall retain all rights, title, and interests therein. Contractor retains its right to use any web pages developed for the Client in any of its own promotional materials as examples of its work.

3.2. Vision Content Management System™. Contractor also grants Client a limited, non-exclusive, and non-transferrable subscription to access and use one instance of the VCMS and Dynamic and Interactive Components of the VCMS to the extent necessary for the Client's use and operation of its website; provided, Client does not (1)(a) modify the VCMS or (1)(b) use the VCMS in combination with any third-party system not authorized by Contractor, and (2) maintains a visionLive™ Subscription in accordance with this Agreement. The VCMS provided under this Agreement is not for sale, and Client understands and agrees that Contractor shall retain all rights, title, and interests in the VCMS, Dynamic and Interactive Components, and any other Contractor intellectual property not provided for in this Section.

3.3. Rights Regarding Content. Each Party warrants that it holds all rights and/or licenses necessary to display all of the images, data, information or other items supplied by such Party and being displayed on the Client's web pages during the effective period of this Agreement. Contractor agrees that Client will retain ownership of all information and content (including Client provided logos and images) owned exclusively by Client and provided by Client for use on its website. Client shall supply all necessary information to Contractor in a timely manner in digital format including without limitation copy, text, audio files, video files, pdf files, photographs, artwork, and preexisting graphics. Contractor is not responsible for content migrated by Client or any third party. Client expressly authorizes Contractor to display and/or modify any Client supplied images, data, information and other items in connection with the services provided herein.

4. Limited Warranty. Contractor warrants that website development and/or custom programming deliverables will be conveyed to Client upon transfer of the website to the production server with a public Internet Protocol address ("**Completion**"). All VCMS programming code developed by Contractor is warranted to be free of any material errors or bugs that prevent the code from performing as originally intended ("**Warranted Problem**"); provided, however, Client does not (1)(a) modify the VCMS or (1)(b) use the VCMS in combination with any third-party system not authorized by Contractor, and (2) maintains a visionLive™ Subscription in accordance with this Agreement. In the event of breach of the limited warranty in this Section, Client's sole remedy and Contractor's entire liability shall be limited to Contractor's correction of the Warranted Problem. Except as expressly set forth above, CONTRACTOR MAKES NO GUARANTEE OR WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING OF MERCHANTABILITY OR FITNESS OF THE SERVICES FOR A PARTICULAR PURPOSE WHATSOEVER, AND USE OF THE SERVICES OR ANY INFORMATION THAT MAY BE OBTAINED THERE FROM IS AT CLIENT'S OWN RISK AS THE SERVICES ARE PROVIDED TO CLIENT ON AN "AS IS" BASIS. In no event, at any time, shall the aggregate liability of Contractor under this Agreement or otherwise exceed the amount of fees paid by Client to Contractor in the most recent twelve months, and Contractor shall not be responsible for any lost profits or other damages, including direct, indirect, incidental, special, consequential or any other damages, however caused. Contractor does not warrant any connection to, transmission over, nor results of use of, any network connection or facilities provided, nor any third-party applications and software obtained by, for, or on behalf of Client. Contractor assumes no responsibility for any damages suffered by the Client, including, but not limited to, server down time, loss of data, loss of business, misdeliveries, delays, non-deliveries, access speed, or service interruptions of any kind. Client acknowledges that the information available through the interconnecting networks may not be accurate. Contractor has no ability or authority over the material. In addition, Contractor has no liability for the quality, accuracy, or validity of the data/information gathered from the Internet. Use of information gathered through the use of Contractor services is at the risk of the Client.

5. Invoices. Contractor will submit itemized invoices to Client for the payments required by the applicable Service(s), and all invoices will be due and payable within 30 days. Payments not received by Contractor 30 days after the date of the invoice will be considered delinquent. Returned checks are subject to a charge of \$25.00. Client agrees to be liable for all costs of collection of any delinquent invoices including, but not limited to, collection agency fees, reasonable attorneys' fees, and court costs.

#### 5.1. Website Development

5.1.1. Price. Client agrees to pay and Contractor agrees to perform Website Development services for \$24,000.00.



5.1.2. Payment. Contractor will submit itemized invoices to Client for the payments required by this Section, and all invoices will be due and payable within 30 days:

- (a) An initial payment equal to 40% of the total cost;
- (b) A payment equal to 20% of the total cost upon Contractor's delivery of the draft homepage design concept(s) to the Client;
- (c) A payment equal to 20% of the total cost upon implementation of the main website into the VCMS on a Contractor-hosted development server; and
- (d) A payment equal to 20% of the total cost upon Completion; provided, however that Client has completed training. If Client has not completed training, then Contractor shall invoice Client at the earlier of: (i) completion of training, or (ii) 21 days after Completion.

5.2. Non-Contractor Hosting. If Contractor is not providing hosting services then, at Client's request, Contractor will assist Client with setting up the website on Client's server. A flat rate of \$475 for up to four hours of Technical Support will be charged for assistance in setting up the website according to Contractor's Standard Hosting Procedure. Any additional work will be billed at the Technical Support hourly rate.

5.3. Subscription Fees. All Subscription Services provided for the Client during the first year of the Agreement shall be at no cost to Client. Contractor shall invoice Client \$7,000.00 per year beginning the second year of this Agreement, which rate shall be increased by three percent (3%) per year, for each year of the Agreement Term, and any and all renewal terms. After the 5 year Subscription phase, this Agreement is subject to renewal on terms acceptable to both parties. All invoices are due and payable by Client within 30 days. Websites and/or Contractor-hosted intranets exceeding their storage allowance shall be subject to an additional monthly fee of \$50 per 5GB increment. Each Advanced Subsite exceeding 10 GB of storage shall be subject to an additional monthly fee of \$50 per 5GB increment. Each Basic Subsite exceeding 5 GB of storage shall be subject to an additional monthly fee of \$50 per 5GB increment.

6. Contractor's Mark. Client agrees that Contractor may place in the website footer an unobtrusive text link reading "Created by Vision" or the equivalent. Contractor's footer text credit shall always be linked to a Contractor web page.

7. Indemnity.

7.1. Indemnification of Contractor. Client will defend, hold harmless, and indemnify Contractor, its officers, directors, shareholders, employees, and agents from and against all Costs resulting from any claim of injury to person, damages to property, or monetary damages arising out of Client's negligence or intentional misconduct or failure to perform obligations under this Agreement.

7.2. Intellectual Property Indemnity. Contractor will defend, hold harmless and indemnify Client against any third-party action, suit, or proceeding ("**Claims**") for infringement or alleged infringement of any United States' letters patent, trademark, or copyright ("**Intellectual Property**") contained in Contractor's VCMS provided under this Agreement. Notwithstanding the foregoing, Contractor shall have no defense or indemnity obligations for Intellectual Property modified by a party other than Contractor, for Intellectual Property modified in accordance with Client's specifications or instructions, or Claims of infringement based on Client's other products or other third-party products.

8. Timing. Estimated times are included for convenience. Actual times will vary depending on Client interaction and participation. However, the Parties agree to reasonably cooperate with one another in all respects including, if applicable, in the construction and design of the website in a timely manner.

9. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the United States of America, and the State of California, excluding choice of law provisions thereof. Any cause of action of Client with respect to the services provided hereunder must be instituted within one year after the claim or cause of action has arisen or be forever barred. The Uniform Computer Information Transactions Act or any version thereof, adopted by any state in any form ("**UCITA**"), shall not apply to this Agreement and, to the extent that UCITA is applicable, the parties agree to opt-out of its applicability pursuant to its provisions. In the event a judicial proceeding is necessary, except for permitted equitable relief, the sole forum for resolving disputes arising under or relating to this Agreement are the State and/or federal district courts located in the State of California, and all related appellate courts, and the parties hereby consent



to the jurisdiction of such courts, and that venue shall be in the State of California. Each party hereto waives any right to challenge or move the foregoing designated jurisdictions and venue on grounds of inconvenient forum. Service of process may be made in any manner provided for by applicable law.

10. Modification and Waiver.

10.1. Modification. Any modification of this Agreement is valid only if the modification is in writing and signed by both Parties.

10.2. Waiver. The waiver by one Party of any term or condition of this Agreement, or any breach thereof, shall be in writing and shall not be construed to be a general waiver by said Party or as a waiver of any other term or breach.

10.3. Conduct. Neither the course of conduct between the Parties nor any trade practice shall act to modify the provisions of this Agreement, except as expressly stated herein.

11. Confidentiality. To the extent permitted by law, Contractor's Confidential Information shall be treated as confidential and shall not be disclosed to parties other than representatives of Contractor and the authorized representatives of Client, and shall be used only in furtherance of the Services provided under this Agreement. As used in this Agreement, the term "**Confidential Information**" means (a) proprietary information of Contractor, (b) information marked or designated by Contractor as confidential, (c) information, whether or not in written form and whether or not designated as confidential, that is known to the Client as being treated by Contractor as confidential, or (d) information provided to Contractor by third parties that Contractor is obligated to keep confidential. Confidential Information includes, but is not limited to, all files, writings and documents, recordings, including without limitation all information contained therein, all extractions, notes, compilations and summaries prepared or derived therefrom, copyrights, trademarks, service marks, patents, trade secrets, programs, source code, object code, demos, demonstrations (whether in written, oral, graphic, encoded, encrypted, tangible, or intangible forms, in any media whatsoever) including without limitation demonstrations, know-how, techniques, designs, specifications, drawings, compilations, diagrams, models, samples, flow charts, computer programs, and codes.

12. Entire Agreement. The MSA, including any Exhibits, Attachments and any Statements of Work constitutes the entire agreement of the Parties with respect to its subject matter, supersedes any and all prior or contemporaneous proposals, agreements and understandings of the Parties, whether written or oral.

13. Interpretation. It is understood and agreed that if any interpretation is to be made of this Agreement, the same shall not be construed for or against any of the Parties. In the event of conflict between an attachment and the terms and conditions of this Agreement, then the following hierarchy of interpretation shall govern:

- 13.1. Terms and conditions of this Agreement;
- 13.2. Final cost and scope of work under Addendum A;
- 13.3. Contractor's response to Client's request for RFP, RFQ or RFI;
- 13.4. Client's RFP, RFQ, or RFI.

14. Counsel. The Parties have each been advised to seek independent legal counsel in entering into this Agreement and the transactions described herein. In the event a Party chooses not to seek independent legal counsel, that Party does so freely and knowingly and waives any such rights to counsel. As a result, the Parties do not believe that any presumption relating to the interpretation of contracts against the drafter of any particular clause should be applied in this case and therefore the Parties knowingly and freely waive its effects. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party.

15. Prevailing Party. Should a dispute, including but not limited to any litigation or arbitration be commenced (including any proceedings in a bankruptcy court) between the Parties hereto or their representatives concerning any provision of this Agreement, or the rights and duties of any person or entity hereunder, the Party prevailing shall be entitled to reasonable attorney's fees and court and expert costs incurred by reason of such action.



16. Independent Contractor Relationship. The relationship of Contractor, including, without limitation, its employees and subcontractors) with Client is that of an independent contractor and nothing in this Agreement and/or any Addendum shall be construed to create a partnership, joint venture, or employer-employee relationship. Contractor acknowledges and agrees that neither it, nor any of its employees or subcontractors, is or shall be an agent of Client and none of the foregoing is or shall be authorized to make any representation, contract, or commitment on behalf of Client.

17. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which together shall constitute one and the same Agreement. This Agreement becomes effective upon Contractor's receipt of an executed copy of this Agreement.

18. Force Majeure. Any delay in the performance by either Party hereto of its obligations hereunder shall be excused when such delay in performance is due to any cause or event of any nature whatsoever beyond the reasonable control of such Party, including, without limitation, any act of God; any fire, flood, or weather condition; any computer virus, worm, denial of service attack; any earthquake; any act of a public enemy, war, insurrection, riot, explosion or strike; provided, that written notice thereof must be given by such Party to the other Party within twenty (20) days after occurrence of such cause or event.

19. Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

20. Headings. The titles and headings of the paragraphs of this Agreement have been inserted for convenience of reference only and are not intended to summarize or otherwise describe the subject matter of such paragraphs and shall not be given any consideration in the construction of this Agreement.

21. Survival. The terms and conditions of Sections 4 (Limited Warranty), 9 (Governing Law & Venue), 11 (Confidentiality), 15 (Prevailing Party), 21 (Survival), 24 (No Hire), and 26.3 (Obligations upon Termination) shall survive any termination or expiration of this Agreement.

22. Cooperative Programs. Contractor shall agree to offer the prices and terms and conditions offered herein to other state, local, county, education, and municipal government agencies in the United States who wish to participate in a cooperative purchase program with Contractor.

23. No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person or entity other than the Parties and their respective successors and permitted assigns.

24. No Hire. During the period Contractor provides any Services to Client and for one (1) year thereafter, Client shall not, directly or indirectly, solicit or offer to hire, hire, or retain as an employee or contractor persons employed or retained then or within the preceding six (6) months by Contractor (or any of its affiliates), without Contractor's prior written consent in each instance; provided, nothing contained herein shall prevent employment of any person who responds to a general media advertisement or non-directed search inquiry, or who makes an unsolicited contact for employment.

25. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns. No Party may assign either this Agreement or any of its rights, interests or obligations hereunder without the prior written approval of the other Party hereto, except that Contractor may assign this Agreement without Client's consent to an "**Affiliate**" of Contractor or in connection with an acquisition of Contractor, merger (whether Contractor is the surviving or disappearing entity) or consolidation of Contractor with another entity, or in connection with the sale, assignment, or majority transfer of any stock, membership or other ownership interest in Contractor. "**Affiliate**" shall mean (a) a domestic entity formed, existing and governed pursuant to the laws of one of the fifty (50) states of the United States of America (or the District of Columbia) controlling, controlled by, or under common control with Contractor.

26. Term. This Agreement will remain in effect for 5 years from the Effective Date ("**Initial Term**"). Thereafter, it will renew for successive 1 year periods, unless either Party refuses such renewal by written notice 30 or more days before the end of the current term.



26.1. Termination for Cause. This Agreement may also be terminated by the non-breaching party for cause in the event of a material breach of this Agreement or failure to substantially perform obligations; provided, however, that the non-breaching party has given notice to the defaulting party, which fails to cure the default within 30 days after such notice.

26.2. Non-Appropriation of Funds. In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal year for payments due under this Agreement, then Client, upon written notice to Contractor of such occurrence, shall have the unqualified right to terminate this Agreement without any penalty or expense to the Client, except the Client shall pay to the Contractor a sum of money equal to the work completed.

26.3 Obligations upon Termination. Client shall permanently delete all copies of the VCMS upon termination of this Agreement. Client shall have thirty (30) days after termination of this Agreement to export Client content to its server or systems. At Client’s request, Contractor will assist Client with exporting Client content to Client’s server or system, which shall be treated as Extra Work.

27. Notices. All notices under this Agreement shall be in writing and effective on the date of delivery if delivered by personal service, Federal Express, or facsimile; or effective three (3) days after deposit in first class U.S. mail, postage prepaid, to each Party as follows:

**Client**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_  
Fax: \_\_\_\_\_

**Contractor**

Name: Contract Manager  
Address: 222 N. Sepulveda Blvd., Suite 1500, El Segundo, CA 90245  
Phone: (310) 656-3100  
Email: [contracts@visioninternet.com](mailto:contracts@visioninternet.com)  
Fax: (310) 656-3103

28. Insurance. Contractor shall maintain the following insurance policies during the Term of this Agreement:

28.1. Commercial General Liability Insurance. Contractor shall maintain in force for the duration of the contracted period Commercial General Liability Insurance with a limit of not less than \$1,000,000 per occurrence/aggregate.

28.2. Professional Liability Insurance. Contractor shall maintain in force for the duration of the contracted period Professional Liability (Errors & Omissions) Insurance with a limit of not less than \$1,500,000 per occurrence.

28.3. Cyber Liability Insurance. Contractor shall maintain in force for the duration of the contracted period Cyber Liability Insurance with a limit of not less than \$1,500,000 per occurrence.

28.4. Business Automobile Liability Insurance. Contractor shall maintain in force for the duration of the contracted period Business Automobile Liability Insurance with a limit not less than \$1,000,000 each accident for all non-owned and hired automobiles.

28.5. Workers Compensation. Contractor shall maintain in force for the duration of the contracted period Workers Compensation Insurance at Client’s statutory limits.

29. Authority. With the intent to be legally bound, each of the undersigned hereby covenants and acknowledges that he or she (a) has read each of the terms set forth herein, (b) has the authority to execute this Agreement and each initialed Addendum for such person or entity, and (c) expressly consents and agrees that the entity upon behalf of



which the undersigned is acting shall be bound by all terms and conditions contained herein.

IN WITNESS WHEREOF, the Parties have caused this Master Services Agreement to be signed by their duly authorized representatives and given effect as of the "Effective Date" below.

**"Client"**

CITY OF PARAMOUNT

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**"Contractor"**

VISION TECHNOLOGY SOLUTIONS, LLC, DBA VISION  
INTERNET PROVIDERS

Signature: \_\_\_\_\_

Name: David M. Nachman

Title: Chief Executive Officer

Date: \_\_\_\_\_

Addendums:

- A Final Scope of Work and Cost



## FINAL SCOPE OF WORK & COST

<b><u>Website Development</u></b>		
<b><u>SERVICE</u></b>	<b><u>QTY</u></b>	<b><u>COST</u></b>
WEBSITE DEVELOPMENT PACKAGE The website development package includes: <ul style="list-style-type: none"><li>• Project Management</li><li>• Consultation</li><li>• Programming/CMS Implementation</li><li>• Mobile / Responsive Web Design Implementation</li><li>• Extranet</li><li>• Google Translate</li><li>• Online Payment Integration</li><li>• SMS Component</li><li>• Streaming Video Center</li><li>• Vision Search</li><li>• Yahoo Weather</li></ul> <ul style="list-style-type: none"><li>• 200 Pages of Content Migration</li></ul>	1	\$24,000.00

<b><u>Development &amp; Training</u></b>		
<b><u>SERVICE</u></b>	<b><u>QTY</u></b>	<b><u>COST</u></b>
ONSITE CMS USER TRAINING - ADDITIONAL DAY <ul style="list-style-type: none"><li>• Includes an additional day of onsite training (held consecutively to initial onsite training day)</li></ul>	1	\$0.00

<b><u>Software</u></b>		
<b><u>vLive Edition</u></b>	<b><u>QTY</u></b>	<b><u>COST</u></b>
vLIVE PLUS EDITION	1	See 5 Year Total Cost Summary for details



<b>Total Project Fees</b>	<b>\$24,000.00</b>
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<b>5 Year Total Cost Summary</b>	
<b>Year 1</b> Included Professional Services and FREE 1 <sup>st</sup> Year of: vLive Plus Edition	\$24,000.00
<b>Year 2</b> 2 <sup>nd</sup> Year of: vLive Plus Edition	\$7,000.00
<b>Year 3</b> 3 <sup>rd</sup> Year of: vLive Plus Edition	\$7,210.00
<b>Year 4</b> 4 <sup>th</sup> Year of: vLive Plus Edition	\$7,426.00
<b>Year 5</b> 5 <sup>th</sup> Year of: vLive Plus Edition	\$7,649.00
<b>5 Year Total</b>	<b>\$53,285.00</b>

NOVEMBER 21, 2017

CONSIDERATION OF ELECTION DATE OPTIONS TO COMPLY WITH SENATE BILL 415 "VOTER PARTICIPATION" AND OPTIONALLY SB 568, AND INTRODUCTION OF ORDINANCE NO. 1092

MOTION IN ORDER:

1. CONSIDER ELECTION DATE OPTIONS AND SELECT A FUTURE ELECTION DATE
2. READ BY TITLE ONLY, WAIVE FURTHER READING, INTRODUCE ORDINANCE NO. 1092 (TO INCLUDE THE SELECTED ELECTION DATE) AND PLACE IT ON THE NEXT REGULAR AGENDA FOR ADOPTION
3. DIRECT THE ELECTIONS OFFICIAL TO SUBMIT ADOPTED ORDINANCE NO. 1092 TO THE LOS ANGELES COUNTY REGISTRAR-RECORDER/COUNTY CLERK AND THE LOS ANGELES COUNTY BOARD OF SUPERVISORS FOR CONSIDERATION PRIOR TO JANUARY 1, 2018; AND
4. DIRECT THE ELECTIONS OFFICIAL TO CAUSE A NOTICE TO BE MAILED TO ALL REGISTERED VOTERS AS REQUIRED BY LAW.

CONTINUED... PLEASE TURN PAGE 

APPROVED: \_\_\_\_\_

DENIED: \_\_\_\_\_

MOVED BY: \_\_\_\_\_

SECONDED BY: \_\_\_\_\_

ROLL CALL VOTE:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_



**To:** Honorable City Council

**From:** John Moreno

**By:** Lana Chikami

**Date:** November 21, 2017

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**Subject:** CONSIDERATION OF ELECTION DATE OPTIONS TO COMPLY WITH SENATE BILL 415 "VOTER PARTICIPATION" AND OPTIONALLY SB 568, AND INTRODUCTION OF ORDINANCE NO. 1092

### **Senate Bill 415**

On September 1, 2015, Governor Jerry Brown signed into law Senate Bill 415 (SB 415), California Voter Participation Rights Act. SB 415 prohibits cities from holding a regular municipal election on any date other than a statewide election date if doing so has resulted in voter turnout being at least 25% below the average voter turnout in that jurisdiction in the previous four statewide general elections. The public policy behind SB 415 was to address declining voter turnout in federal, state and municipal elections. The legislative analysis asserts that one major contributing factor to low voter turnout, the timing of elections, could be addressed by synchronizing municipal elections with statewide elections. Statewide elections dates are recognized to occur in November and June of even-numbered years.

### **Past Elections and Voter Turnout**

The general municipal elections for the City of Paramount are currently held on the first Tuesday after the first Monday in March of odd-numbered years. Municipal elections have been regularly held historically. On two occasions, however, there were no challengers and the 2011 and 2013 elections were cancelled. And, in accordance with State law, the incumbents at the time re-assumed their positions on the City Council. In 2015, there were again no challengers; nonetheless, an election was held so that voters could decide whether or not to increase the Utility Users Tax.

The City's most recent election was held on March 7, 2017 and following are the voter turnout results for the past four statewide general elections, statewide primary elections, and City elections:

<b>VOTER TURNOUT: PARAMOUNT</b>					
Statewide General Elections		Statewide Primary Elections		City March Stand-Alone Elections	
Nov. 2016	61.82%*	June 2016	33.85%*	March 2017	10.08%
Nov. 2014	19.34%	June 2014	7.80%	March 2015	4.70%
Nov. 2012	60.68%*	June 2012	12.04%*	March 2009	11.40%
Nov. 2010	43.37%	June 2010	13.08%	March 2007	11.70%
<b>Avg. Voter Turnout:</b>	<b>46.30%</b>	<b>Avg. Voter Turnout:</b>	<b>16.69%</b>	<b>Avg. Voter Turnout:</b>	<b>9.47%</b>
*Presidential Election Note: Nov. 2018 will not be a Statewide Presidential General Election		*Presidential Primary Election Note: March 2020 will be a Statewide Presidential Primary Election			
Statewide General Election Avg. Voter Turnout				46.30%	
Less 25% of 4-Yr. Avg. Voter Turnout				- 11.50%	
<b>Min. Avg. Voter Turnout</b>				<b><u>34.73%</u></b>	
(% requirement to stay on a non-statewide election date)					

As shown in the above table, the average City stand-alone election voter turnout was 9.47% compared to the average statewide general election voter turnout of 46.30% and the average statewide primary election voter turnout of 16.69%. Since Paramount’s average voter turnout falls below the average voter turnout requirement of 34.73% (the threshold which allows cities to keep their elections on a non-state-wide election date), pursuant to California Election Code Section 14051 (b), Paramount has a “significant decrease in voter turnout” and must adopt a transition plan to consolidate its general municipal election with a statewide election as early as November 2018 or no later than November 8, 2022.

A transition plan must be adopted and submitted to the Los Angeles County Board of Supervisors (“BOS”) by January 1, 2018. The transition plan, to be enacted by a City ordinance, becomes operative upon approval by the BOS per California Elections Code §1301 (b). Should the City need more time to synchronize its election with a statewide election date, the City may continue to hold a stand-alone general municipal election for an interim period so long as the transition plan identifies when the City will move its election date to a statewide election date (not later than November 8, 2022). Moving the City’s election to November 2018 would comply with SB 415. This action would reduce office terms of City Councilmembers by four (4) months.

**Senate Bill 568**

On September 27, 2017, Governor Brown signed into law Senate Bill 568 (SB 568). Effective January 1, 2019, SB 568 moves statewide primary elections from June to March in even-numbered years. A statewide presidential primary election will be held on March 3, 2020, providing cities with an additional statewide election date option to

consider. Moving the City’s election to March 2020 would comply with SB 415 and SB 568. This action would increase office terms of City Councilmembers by twelve (12) months.

As with SB 415 and under SB 568, in order to accommodate the transition to a statewide election date, cities may need to increase or decrease Councilmembers’ terms of office. California Election Code Section 10403.5 (b) states that no term of office shall be increased or decreased by more than 12 months. As such, consolidating the City’s election with a November 2018 statewide general election or a March 2020 statewide primary election is in compliance with State law.

Additionally, the Los Angeles County Registrar-Recorder/County Clerk (“RR/CC”) has indicated that it would have no concerns recommending to the BOS that Paramount be allowed to change its election date and consolidate with either the November 2018 statewide general election or the March 2020 statewide primary election.

**Options for Consideration**

Following are three options for the City Council’s consideration to modify the City’s general municipal election to comply with SB 415 or optionally SB 568:

- Option 1: Adopt a plan to begin consolidating the City’s election with the November 2018 statewide general election.
- Option 2: Adopt a plan to begin consolidating the City’s election with the March 2020 statewide primary election.
- Option 3: Adopt a plan to consolidate with a statewide general or primary election after a March 2019 City stand-alone election.

The below table includes information to assist in selecting a future City election date:

OPTION 1 November 6, 2018 Statewide “General” Election	OPTION 2 March 3, 2020 Statewide “Primary” Election	OPTION 3 March 5, 2019 City Stand-Alone Election
Avg. Voter Turnout: 46.30%	Avg. Voter Turnout: 16.69%	Avg. Voter Turnout: 9.47%
RR/CC Cost Estimate: \$ 42,000	RR/CC Cost Estimate: Not available	RR-CC/Cost Estimate: \$326,000
<u>Cities:</u> 47 Nov. (even-numbered) years PUSD to hold its election on November 6, 2018	<u>Cities:</u> 10 March (even-numbered) years	<u>Cities:</u> No cities slated with County for March 2019 elections
<u>Cities:</u> 32 have not moved their elections to a statewide election date.		

OPTION 1 (cont.) November 6, 2018 Statewide “General” Election	OPTION 2 (cont.) March 3, 2020 Statewide “Primary” Election	OPTION 3 (cont.) March 5, 2019 City Stand-Alone Election
<u>Term:</u> Reduces term by 4 months	<u>Term:</u> Extends term by 12 months	<u>Term:</u> No change—delays changing the terms of office
<u>Nomination Period:</u> July/Aug.	<u>Nomination Period:</u> Nov./Dec.	<u>Nomination Period:</u> Nov./Dec.

Voter Turnout: With regard to voter turnout, November statewide general elections involving a presidential election historically have the highest voter turnout, followed by June presidential primary elections. City stand-alone elections historically have the lowest voter turnout. As of November 9, 2017, there are 22,583 registered Paramount voters.

Cost Estimate: The City has received estimates from the RR/CC. The estimated cost to consolidate with the County for the November 6, 2018 statewide general election is \$42,000. The RR/CC could not provide the City with an estimate for the March 3, 2020 statewide primary election as the County plans to transition to a new voting model in 2020. The RR/CC, however, conducted the City’s March 7, 2017 election and the City’s cost was \$30,000. The City’s actual cost was \$55,000, but the County absorbed the difference because they had reached out to cities and encouraged them to consolidate with them for a Special Countywide election to place a homelessness measure on the ballot. The estimated cost to have the RR/CC conduct a March 5, 2019 stand-alone election for the City is \$326,000.

The City conducted stand-alone elections in 2015, 2009 and 2007 using the services of Martin & Chapman Co. (election supplier and consultant for stand-alone elections). Martin & Chapman Co. (“M&C”) has indicated to us that they anticipate being in business in 2019. However, M&C’s business has been impacted due to the loss of cities moving to statewide election dates and we have no guarantee that they will be operating in 2019. Due to this uncertainty, it is possible that RR-CC may be the City’s only available election provider for a March 5, 2019 election.

Cities: There are 47 cities whose elections are synchronized with November statewide general elections (plus the Paramount Unified School District) and 10 cities scheduled to synchronize their elections with March statewide primary elections. Additionally, there are still 32 cities who have not moved their elections to a statewide election date. No cities have requested the RR/CC to run a March 5, 2019 stand-alone election. (See attached table.) It should be noted that many cities moved their elections to November 2018 prior to the passage of SB 568.

**Term of Office:** Changing the City’s election date to consolidate with a statewide election date will affect Councilmembers’ terms of office. A November 6, 2018 election will shorten terms by 4 months and a March 3, 2020 election will extend terms by 12 months. A March 5, 2019 election will not affect the 4-year term of Councilmembers immediately—a reduction/increase in the office term will be delayed to a future date.

**Nomination Period:** The nomination period for a November election will be during July/August and the nomination period for a March election will be during November/December.

### **Proposed Ordinance No. 1092**

California Elections Code Section 1301 (b) (1) states that a city council may enact an ordinance to conduct a municipal election on a statewide election date subject to approval by the Los Angeles County Board of Supervisors (BOS). The ordinance would become operative upon approval by the BOS, and City staff must submit the City’s request to the BOS for approval prior to January 1, 2018. Again, the RR/CC has indicated that the BOS will most likely approve synchronizing the City’s election with a November (even-year) or March (even-year) statewide election. Attached are three (3) ordinances for Council’s consideration which set forth either the option for approval of: 1) a November 2018 municipal election to be consolidated with a statewide general election, 2) a March 2020 municipal election to be consolidated with a statewide primary election, or 3) a March 2019 stand-alone municipal election to be conducted by the RR/CC.

### **Notice**

Within 30 days after the ordinance becomes operative, the City’s elections official shall cause a notice to be mailed to all registered voters, pursuant to Elections Code Section 10403.5 (e). The notice must inform voters of the change in the election date and that the terms of office of the elected City officeholders will be changed.

### **Recommended Action**

Staff is seeking direction from the City Council, and it is recommended that the City Council: 1) consider the election date options and select a future election date; 2) read by title only, waive further reading, introduce Ordinance No. 1092 (to include the selected election date) and place it on the next regular agenda for adoption; 3) direct the elections official to submit adopted Ordinance No. 1092 to the Los Angeles County Registrar-Recorder/County Clerk and the Los Angeles County Board of Supervisors for consideration prior to January 1, 2018; and 4) direct the elections official to cause a notice to be mailed to all registered voters as required by law.

## L.A. County Cities

<b>CITIES THAT HAVE MOVED TO A NOVEMBER STATEWIDE GENERAL ELECTION</b>		
<b>Nov.</b>	<b>Cities</b>	<b>No.</b>
Nov. (pre-dating passage of SB 415)	Alhambra, Carson, Downey, Malibu, Palmdale, Pomona, Santa Clarita, Santa Monica, Torrance	9
Nov. 2018 (prior to passage of SB 568)	Agoura Hills, Artesia, Baldwin Park, Bell Gardens, Bellflower, Calabasas, Cudahy, Diamond Bar, Duarte, El Monte, Hawaiian Gardens, Hawthorne, Irwindale, Lawndale, La Puente, Lomita, Lynwood, Maywood, Montebello, Pico Rivera, Santa Fe Springs, San Fernando, South Pasadena, Walnut, Westlake Village, West Covina (plus the Paramount Unified School District)	27
Nov. 2018	Claremont (Pending BOS approval)	1
Nov. 2020	Hermosa Beach, Hidden Hills, Los Angeles, Manhattan Beach, Palos Verdes Estates, Rancho Palos Verdes, Rolling Hills, South El Monte, West Hollywood	9
Nov. 2022	La Habra Heights	1
<b>TOTAL: November Statewide General Election Cities + PUSD</b>		<b>47</b>

<b>CITIES THAT HAVE MOVED TO A MARCH STATEWIDE PRIMARY ELECTION</b>		
<b>March</b>	<b>Cities</b>	<b>No.</b>
March 2018	Bradbury, Rolling Hills Estates	2
March 2020	Huntington Park	1
March 2020	Bell, Beverly Hills, Gardena, La Mirada, Rosemead (pending BOS approval)	5
March 2022	Lancaster, Lakewood (pending BOS approval)	2
<b>TOTAL: March Statewide Primary Election Cities</b>		<b>10</b>

<b>CITIES THAT HAVE NOT MOVED TO A STATEWIDE ELECTION</b>		<b>No.</b>
Arcadia, Avalon, Azusa, Burbank, Cerritos, Commerce, Compton, Covina, Culver City, El Segundo, Glendale, Glendora, Industry, Inglewood, La Canada-Flintridge, La Verne, Long Beach, Monrovia, Monterey Park, Norwalk, Paramount, Pasadena, Redondo Beach, San Dimas, San Gabriel, San Marino, Sierra Madre, Signal Hill, South Gate, Temple City, Vernon, Whittier		<b>32</b>

CITY OF PARAMOUNT  
LOS ANGELES COUNTY, CALIFORNIA

**ORDINANCE NO. 1092**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT, CALIFORNIA, AMENDING SECTION 2-5 "MUNICIPAL ELECTIONS" OF THE PARAMOUNT MUNICIPAL CODE RELATING TO CHANGING THE DATE OF THE CITY'S GENERAL MUNICIPAL ELECTION FROM THE FIRST TUESDAY AFTER THE FIRST MONDAY IN MARCH OF ODD-NUMBERED YEARS TO THE FIRST TUESDAY AFTER THE FIRST MONDAY IN NOVEMBER OF EVEN-NUMBERED YEARS BEGINNING IN NOVEMBER 2018

**WHEREAS**, the general municipal elections for the City of Paramount ("City") are currently held on the first Tuesday after the first Monday in March of odd-numbered years; and

**WHEREAS**, Senate Bill 415 (California Elections Code Sections 14050-14057) prohibits a political subdivision, including a city, from holding an election other than on a statewide election date, if holding an election on a non-concurrent date has previously resulted in voter turnout for a regularly-scheduled election in that political subdivision, being at least 25% less than the average voter turnout within the political subdivision for the previous four statewide general elections; and

**WHEREAS**, the City did not meet the qualifying criteria to continue to conduct stand-alone elections and must move its elections to the date of a statewide election; and

**WHEREAS**, in accordance with SB 415, the City has determined that it must adopt a transition plan to consolidate its general municipal elections with a statewide election date to occur not later than November 8, 2022; and

**WHEREAS**, Sections 1301 and 10403.5 of the California Elections Code, authorize the City Council to reschedule its general municipal election and to increase or decrease any terms of office by not more than 12 months; and

**WHEREAS**, the City Council desires to change its general municipal elections to the first Tuesday after the first Monday in November of even-numbered years to coincide with the statewide general election beginning in November 2018, shortening the current terms of Councilmembers by four (4) months. Said election shall be consolidated with the statewide general election and conducted by the Los Angeles County Registrar-Recorder/County Clerk.

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF PARAMOUNT, CALIFORNIA, DOES HEREBY ORDAIN, AS FOLLOWS:**

**SECTION 1.** Pursuant to California Elections Code Sections 1000 and 1301, the City Council hereby changes the City's general municipal election from the first Tuesday after the first Monday in March of odd-numbered years to the first Tuesday after the first Monday of even-numbered years, with the first such municipal election being held in November 2018. Said election shall be consolidated with the statewide general election conducted by the Los Angeles County Registrar-Recorder/County Clerk upon approval by the Los Angeles County Board of Supervisors.

**SECTION 2.** Section 2-5 of the Paramount Municipal Code is hereby amended to read:

**"Sec. 2-5. Municipal elections.**

Pursuant to Section 36503 of the California Government Code and Sections 1000 and 1301 of the California Elections Code, the general municipal elections of the City of Paramount shall be held on the first Tuesday after the first Monday in November of even-numbered years to coincide with statewide general elections."

**SECTION 3.** In accordance with Sections 1301 and 10403.5 of the California Elections Code, the term of any elected City Councilmember that would have expired in March 2019 shall, instead, expire in the same manner, but after the occurrence of the November 2018 general municipal elections established by this Ordinance.

**SECTION 4.** Pursuant to California Elections Code Section 1301 (b) and Section 10403.5, the City requests the Los Angeles County Board of Supervisors to approve this Ordinance. The City Clerk shall forward a copy of this Ordinance to the Los Angeles County Registrar-Recorder/County Clerk and the Los Angeles County Board of Supervisors requesting approval.

**SECTION 5.** Within thirty (30) days after this Ordinance becomes operative, the City's elections official shall cause a notice to be mailed to the City's registered voters informing the voters of the change in the election date and as a result of that change, the change in the terms of office of elected City officeholders.

**SECTION 6.** This Ordinance shall be certified as to its adoption by the City Clerk and shall be published once in the Paramount Journal within 15 days after its adoption together with the names and members of the City Council voting for and against the Ordinance.

**SECTION 7.** This Ordinance is effective upon approval by the Board of Supervisors per California Elections Code §1301 (b).

APPROVED AND ADOPTED by the City Council of the City of Paramount this  
12th day of December 2017.

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Peggy Lemons, Mayor

Attest:

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Lana Chikami, City Clerk

CITY OF PARAMOUNT  
LOS ANGELES COUNTY, CALIFORNIA

**ORDINANCE NO. 1092**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT, CALIFORNIA, AMENDING SECTION 2-5 "MUNICIPAL ELECTIONS" OF THE PARAMOUNT MUNICIPAL CODE RELATING TO CHANGING THE DATE OF THE CITY'S GENERAL MUNICIPAL ELECTION FROM THE FIRST TUESDAY AFTER THE FIRST MONDAY IN MARCH OF ODD-NUMBERED YEARS TO THE FIRST TUESDAY AFTER THE FIRST MONDAY IN MARCH OF EVEN-NUMBERED YEARS BEGINNING IN MARCH 2020

**WHEREAS**, the general municipal elections for the City of Paramount ("City") are currently held on the first Tuesday after the first Monday in March of odd-numbered years; and

**WHEREAS**, Senate Bill 415 (California Elections Code Sections 14050-14057) prohibits a political subdivision, including a city, from holding an election other than on a statewide election date, if holding an election on a non-concurrent date has previously resulted in voter turnout for a regularly-scheduled election in that political subdivision, being at least 25% less than the average voter turnout within the political subdivision for the previous four statewide general elections; and

**WHEREAS**, the City did not meet the qualifying criteria to continue to conduct stand-alone elections and must move its elections to the date of a statewide election; and

**WHEREAS**, in accordance with SB 415, the City has determined that it must adopt a transition plan to consolidate its general municipal elections with a statewide election date to occur not later than November 8, 2022; and

**WHEREAS**, Senate Bill 568, chaptered on September 27, 2017, and known as "The PrimeTime Primary Act" provides that, commencing January 2019, direct primaries and presidential primaries will be held on the first Tuesday after the first Monday in even-numbered years in March; and

**WHEREAS**, California Elections Code Section 10403.5 (b) allows terms of local elected officials to be extended by up to twelve months when local election dates are changed to the day of a statewide election; and

**WHEREAS**, the City Council desires to change its general municipal elections to the first Tuesday after the first Monday in March of even-numbered years to coincide with the statewide primary election beginning in March 2020, extending the current terms of the Councilmembers by twelve (12) months. Said election shall be consolidated with the statewide primary election and conducted by the Los Angeles County Registrar-Recorder/County Clerk.

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF PARAMOUNT, CALIFORNIA, DOES HEREBY ORDAIN, AS FOLLOWS:**

**SECTION 1.** Pursuant to California Elections Code Sections 1000 and 1301, the City Council hereby changes the City's general municipal election from the first Tuesday after the first Monday in March of odd-numbered years to the first Tuesday after the first Monday of even-numbered years, with the first such municipal election being held in March 2020. Said election shall be consolidated with the statewide primary election conducted by the Los Angeles County Registrar-Recorder/County Clerk upon approval by the Los Angeles County Board of Supervisors.

**SECTION 2.** Section 2-5 of the Paramount Municipal Code is hereby amended to read:

"Sec. 2-5. Municipal elections.

Pursuant to Section 36503 of the California Government Code and Sections 1000 and 1301 of the California Elections Code, the general municipal elections of the City of Paramount shall be held on the first Tuesday after the first Monday in March of even-numbered years to coincide with statewide primary elections."

**SECTION 3.** Pursuant to California Elections Code Section 10403.5, the current terms of offices of Councilmembers are hereby extended from the expiration of the current terms of office to the next following municipal election.

**SECTION 4.** Pursuant to California Elections Code Section 1301(b) and Section 10403.5, the City requests the Los Angeles County Board of Supervisors to approve this Ordinance. The City Clerk shall forward a copy of this Ordinance to the Los Angeles County Registrar-Recorder/County Clerk and the Los Angeles County Board of Supervisors requesting approval.

**SECTION 5.** Within thirty (30) days after this Ordinance becomes operative, the City's elections official shall cause a notice to be mailed to the City's registered voters informing the voters of the change in the election date and as a result of that change, the change in the terms of office of elected City officeholders.

**SECTION 6.** This Ordinance shall be certified as to its adoption by the City Clerk and shall be published once in the Paramount Journal within 15 days after its adoption together with the names and members of the City Council voting for and against the Ordinance.

**SECTION 7.** This Ordinance is effective upon approval by the Board of Supervisors per California Elections Code §1301 (b).

APPROVED AND ADOPTED by the City Council of the City of Paramount this 12<sup>th</sup> day of December 2017.

---

Peggy Lemons, Mayor

Attest:

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Lana Chikami, City Clerk

CITY OF PARAMOUNT  
LOS ANGELES COUNTY, CALIFORNIA

**ORDINANCE NO. 1092**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT, CALIFORNIA, AMENDING SECTION 2-5 "MUNICIPAL ELECTIONS" OF THE PARAMOUNT MUNICIPAL CODE RELATING TO CHANGING THE DATE OF THE CITY'S GENERAL MUNICIPAL ELECTION FROM THE FIRST TUESDAY AFTER THE FIRST MONDAY IN MARCH OF ODD-NUMBERED YEARS TO THE FIRST TUESDAY AFTER THE FIRST MONDAY IN MARCH OF EVEN-NUMBERED YEARS WITH THE FIRST SUCH CHANGE BEING THAT THE ELECTION THAT OTHERWISE WOULD HAVE BEEN HELD ON MARCH 2021, WILL INSTEAD BE HELD ON MARCH 2022

**WHEREAS**, the general municipal elections for the City of Paramount ("City") are currently held on the first Tuesday after the first Monday in March of odd-numbered years; and

**WHEREAS**, Senate Bill 415 (California Elections Code Sections 14050-14057) prohibits a political subdivision, including a city, from holding an election other than on a statewide election date, if holding an election on a non-concurrent date has previously resulted in voter turnout for a regularly-scheduled election in that political subdivision, being at least 25% less than the average voter turnout within the political subdivision for the previous four statewide general elections; and

**WHEREAS**, in accordance with SB 415, the City has determined that it must adopt a transition plan to consolidate its general municipal elections with a statewide election date to occur not later than November 8, 2022; and

**WHEREAS**, Sections 1301 and 10403.5 of the California Elections Code, authorize the City Council to reschedule its general municipal election and to increase or decrease any terms of office by not more than twelve (12) months; and

**WHEREAS**, the City Council desires to change its general municipal elections to the first Tuesday after the first Monday in March of even-numbered years to coincide with the statewide primary election beginning in March 2022, extending the current terms of Councilmembers by twelve (12) months. Said election shall be consolidated with the statewide primary election and conducted by the Los Angeles County Registrar-Recorder/County Clerk.

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF PARAMOUNT, CALIFORNIA, DOES HEREBY ORDAIN, AS FOLLOWS:**

**SECTION 1.** Pursuant to California Elections Code Sections 1000 and 1301, the City Council hereby changes the City's general municipal election from the first Tuesday after the first Monday in March of odd-numbered years to the first Tuesday after the first Monday of even-numbered years, to coincide with statewide elections, commencing with the moving of the general municipal election presently scheduled for March 2021 to

March 2022. Said election shall be consolidated with the statewide primary election conducted by the Los Angeles County Registrar-Recorder/County Clerk upon approval by the Los Angeles County Board of Supervisors.

**SECTION 2.** Section 2-5 of the Paramount Municipal Code is hereby amended to read:

**“Sec. 2-5. Municipal elections.**

Beginning in 2021, the general municipal elections of the City of Paramount shall be changed to the first Tuesday after the first Monday in March of even-numbered years, with the first such change being that the election that otherwise would have been held on March 2021, will instead be held on March 2022.”

**SECTION 3.** In accordance with Sections 1301 and 10403.5 of the California Elections Code, the term of any elected City Councilmember that would have expired in March 2021 shall, instead, expire in the same manner, but after the occurrence of the March 2022 general municipal election established by this Ordinance.

**SECTION 4.** Pursuant to California Elections Code Section 1301 (b) and Section 10403.5, the City requests the Los Angeles County Board of Supervisors to approve this Ordinance. The City Clerk shall forward a copy of this Ordinance to the Los Angeles County Registrar-Recorder/County Clerk and the Los Angeles County Board of Supervisors requesting approval.

**SECTION 5.** Within thirty (30) days after this Ordinance becomes operative, the City’s elections official shall cause a notice to be mailed to the City’s registered voters informing the voters of the change in the election date and as a result of that change, the change in the terms of office of elected City officeholders.

**SECTION 6.** This Ordinance shall be certified as to its adoption by the City Clerk and shall be published once in the Paramount Journal within 15 days after its adoption together with the names and members of the City Council voting for and against the Ordinance.

**SECTION 7.** This Ordinance is effective upon approval by the Board of Supervisors per California Elections Code §1301 (b).

APPROVED AND ADOPTED by the City Council of the City of Paramount this 12th day of December 2017.

\_\_\_\_\_  
Peggy Lemons, Mayor

Attest:

\_\_\_\_\_  
Lana Chikami, City Clerk

NOVEMBER 21, 2017

AWARD OF CONTRACT FOR CLASSIFICATION AND COMPENSATION STUDY

MOTION IN ORDER:

AWARD A PROFESSIONAL SERVICES CONTRACT TO CPS HR CONSULTING TO PREPARE A CLASSIFICATION AND COMPENSATION STUDY IN THE AMOUNT OF \$44,870.00 AND AUTHORIZE THE MAYOR TO EXECUTE THE AGREEMENT.

APPROVED: \_\_\_\_\_

DENIED: \_\_\_\_\_

MOVED BY: \_\_\_\_\_

SECONDED BY: \_\_\_\_\_

ROLL CALL VOTE:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_



**To:** Honorable City Council

**From:** John Moreno

**By:** Kevin M. Chun

**Date:** November 21, 2017

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**Subject: Award of Contract for Classification and Compensation Study**

## **Background**

Classification and compensation studies are performed by human resources consultants to help organizations ensure that their employees are working in the appropriate position classifications and to understand compensation levels (in terms of salary and benefits) as compared with a specific market of comparable agencies. In addition, such studies are useful for clearly defining specific classifications of employees, developing specifications for each classification, developing job descriptions for positions within classifications, and also recommending updated job titles to help better compete for employees within a geographic area. These studies take a comprehensive view of organizations and make recommendations for individual positions, relative to other positions, to maintain appropriate separation in job responsibilities and compensation.

Over the years, the City has made changes to its personnel system informally without the guidance of a classification and compensation study. However, in this time of limited public resources, when the City demands more of its employees, the City would be well served to conduct a classification and compensation study to formally order its personnel system and set a strategy for compensating its employees. Completing this study would also help the City with future employee recruitments in this highly competitive job market.

At a City Council meeting earlier this year, the City Council directed to staff to move forward with a classification and compensation study. In August, staff sent out requests for proposals (RFPs) to several firms with expertise in performing these studies and received three (3) proposals in September. All of the proposals were from respected firms that have prepared studies throughout California. Of the three proposals, staff is recommending the firm of CPS HR Consulting. CPS was selected based on their well prepared and organized proposal, competitive cost (\$44,870.00), and timeframe for completing the study (4-6 months). The cost proposals and schedules for completing the study from the three firms are listed below:

<b>Firm</b>	<b>Cost Proposal</b>	<b>Schedule</b>
CPS HR Consulting	\$44,870.00	4-6 months
Koff & Associates	\$69,300.00	6-9 months
Ralph Andersen & Associates	\$69,390.00	3-4 months

## **Fiscal Impact**

In the current FY 18 Budget, \$35,000 is budgeted for a classification and compensation study. The proposal from CPS HR Consulting is in the amount of \$44,870.00, and is \$9,870 above staff's budget estimate. Therefore, staff recommends an increase to the Administrative Services, Personnel Services (#1412-5151) budget by \$9,870, to be adjusted with the Midyear Budget process.

## **Recommended Action**

It is recommended that the City Council award a professional services contract to CPS HR Consulting to prepare a classification and compensation study in the amount of \$44,870.00 and authorize the Mayor to execute the agreement.

## **PROFESSIONAL SERVICES AGREEMENT**

This AGREEMENT FOR CONSULTANT SERVICES ("AGREEMENT") is made and entered into this November 22, 2017 by and between the CITY of Paramount ("CITY") and CPS HR Consulting ("CONSULTANT").

In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

### **SECTION 1. TERM OF AGREEMENT.**

This AGREEMENT shall commence on November 22, 2017 and continue until completion in accordance with the proposed timeline in CONSULTANT's Proposal identified in Exhibit "A", attached hereto and incorporated herein by this reference, or unless sooner terminated by the parties as set out in Section 14 below.

### **SECTION 2. SCOPE OF SERVICES.**

Subject to the terms of this AGREEMENT, CONSULTANT shall perform the scope of work identified in Exhibit "A". If there is any conflict between Exhibit "A" and this AGREEMENT, the provisions of this AGREEMENT shall prevail.

### **SECTION 3. COMPENSATION AND METHOD OF PAYMENT.**

(a) Subject to any limitations set forth in this AGREEMENT, CITY agrees to pay CONSULTANT in accordance with the fees and costs identified in Exhibit "A"; provided, however, that total costs shall not exceed **\$44,870.00**.

(b) CONSULTANT shall not be compensated for any services rendered in connection with performance of this AGREEMENT which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager or designee.

(c) Except as to any charges for work performed or expenses incurred by CONSULTANT which are disputed by CITY, CITY will use its best efforts to cause CONSULTANT to be paid within thirty (30) days of receipt of CONSULTANT's invoice.

(d) Payment to CONSULTANT for work performed pursuant to this AGREEMENT shall not be deemed to waive any defects in work performed by CONSULTANT.

(e) No member of the City Council shall have any personal responsibility or liability for payment of any fees or costs incurred under this AGREEMENT.

**SECTION 4. OWNERSHIP OF DOCUMENTS.**

All documents prepared, developed or discovered by CONSULTANT in the course of providing any services pursuant to this AGREEMENT shall become the sole property of CITY.

**SECTION 5. STATUS OF CONSULTANT.**

(a) CONSULTANT is and shall at all times remain a wholly independent contractor, and not an officer, employee or agent of CITY. CONSULTANT shall have no authority to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against CITY, whether by contract or otherwise, unless such authority is expressly conferred under this AGREEMENT or is otherwise expressly conferred in writing by CITY.

(b) The personnel performing the services under this AGREEMENT on behalf of CONSULTANT shall at all times be under CONSULTANT's exclusive direction and control. Neither CITY nor any elected or appointed boards, officers, officials, employees or agents of CITY shall have control over the conduct of CONSULTANT or any of CONSULTANT's officers, employees or agents, except as set forth in this AGREEMENT. CONSULTANT shall not at any time or in any manner represent that CONSULTANT or any of CONSULTANT's officers, employees or agents are in any manner officials, officers, employees or agents of CITY.

(c) Neither CONSULTANT, nor any of CONSULTANT's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to CITY'S employees. CONSULTANT expressly waives any claim CONSULTANT may have to any such rights.

**SECTION 6. STANDARD OF PERFORMANCE.**

CONSULTANT represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this AGREEMENT in a thorough, competent and professional manner. CONSULTANT shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this AGREEMENT, CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of CONSULTANT under this AGREEMENT.

**SECTION 7. COMPLIANCE WITH APPLICABLE LAWS; PERMITS AND LICENSES.**

CONSULTANT shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this AGREEMENT. CONSULTANT shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this AGREEMENT. Neither CITY nor any elected or appointed boards, officers, officials, employees or agents of CITY, shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.

**SECTION 8. NONDISCRIMINATION.**

CONSULTANT shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this AGREEMENT.

**SECTION 9. CONFLICTS OF INTEREST.**

(a) CONSULTANT covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of CITY or which would in any way hinder CONSULTANT's performance of services under this AGREEMENT. CONSULTANT further covenants that in the performance of this AGREEMENT, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the City Manager. CONSULTANT agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY in the performance of this AGREEMENT.

(b) CITY understands and acknowledges that CONSULTANT is, as of the date of execution of this AGREEMENT, independently involved in the performance of non-related services for other governmental agencies and private parties. CONSULTANT is unaware of any stated position of CITY relative to such projects. Any future position of CITY on such projects shall not be considered a conflict of interest for purposes of this section.

**SECTION 10. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.**

(a) All information gained, or work product produced by CONSULTANT in performance of this AGREEMENT shall be considered confidential, unless such information is in the public domain or already known to CONSULTANT. CONSULTANT shall not release or disclose any such information or work product to persons or entities other than CITY without prior written authorization from the City Manager, except as may be required by law.

(b) CONSULTANT, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney of CITY, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this AGREEMENT. Response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives CITY notice of such court order or subpoena.

(c) If CONSULTANT, or any officer, employee, agent or subcontractor of CONSULTANT, provides any information or work product in violation of this AGREEMENT, then CITY shall have the right to reimbursement and indemnity from CONSULTANT for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of CONSULTANT's conduct.

(d) CONSULTANT shall promptly notify CITY should CONSULTANT, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this AGREEMENT and the work performed thereunder. CITY retains the right, but has no obligation, to represent CONSULTANT or be present at any deposition, hearing or similar proceeding. CONSULTANT agrees to cooperate fully with CITY and to provide CITY with the opportunity to review any response to discovery requests provided by CONSULTANT. However, this right to review any such response does not imply or mean the right by CITY to control, direct, or rewrite said response.

## **SECTION 11. INSURANCE.**

A. Insurance Requirements. CONSULTANT shall provide and maintain insurance, acceptable to the City's Risk Manager, in full force and effect throughout the term of this AGREEMENT, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONSULTANT, its agents, representatives or employees.

B. Workers' Compensation. CONSULTANT shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by CONSULTANT. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident. In the alternative, CONSULTANT may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the City's Risk Manager.

C. Commercial General Automobile Liability Insurance.

### Minimum Scope of Coverage.

- a. CONSULTANT shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this AGREEMENT, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.
- b. CONSULTANT shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Additional Requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- b. Any failure of CONSULTANT to comply with reporting provisions of the policy shall not affect coverage provided to CITY and its officers, employees, agents, and volunteers.

D. All Policies Requirements.

- a. Acceptability of Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the CITY's Risk Manager.
- b. Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this AGREEMENT shall be endorsed to waive subrogation against CITY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow CONSULTANT or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONSULTANT hereby waives its own right of recovery against CITY, and shall require similar written express waivers and insurance clauses from each of its subconsultants

Verification of Coverage. Prior to beginning any work under this AGREEMENT, CONSULTANT shall furnish CITY with Certificates of Insurance, and upon request, complete certified copies of all policies, including complete certified copies of all endorsements. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.

Notice of Reduction in or Cancellation of Coverage. A certified endorsement shall be attached to all insurance obtained pursuant to this AGREEMENT stating that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified, mail, return receipt requested, has been given to the CITY. In the event that any coverage required by this section is reduced, limited, cancelled, or materially affected in any other manner, CONSULTANT shall provide written notice to CITY at CONSULTANT's earliest possible opportunity and in no case later than ten (10) working days after CONSULTANT is notified of the change in coverage.

Additional Insured; Primary Insurance. CITY and its officers, employees, agents, and authorized volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of CONSULTANT, including the insured's general supervision of CONSULTANT; products and completed operations of CONSULTANT, as applicable; premises owned, occupied, or used by CONSULTANT; and automobiles owned, leased, or used by the CONSULTANT in the course of providing services pursuant to this AGREEMENT. The coverage shall contain no special limitations on the scope of protection afforded to CITY or its officers, employees, agents, or authorized volunteers.

A certified endorsement must be attached to all policies stating that coverage is primary insurance with respect to the CITY and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the CITY shall be called upon to contribute to a loss under the coverage.

Deductibles and Self-insured Retentions. CONSULTANT shall disclose to and obtain the approval of CITY for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this AGREEMENT.

During the period covered by this AGREEMENT, only upon the prior express written authorization of City Manager or designee, CONSULTANT may increase such deductibles or self-insured retentions with respect to CITY, its officers, employees, agents, and volunteers. The City Manager or designee may condition approval of an increase in deductible or self-insured retention levels with a requirement that CONSULTANT procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

Variation. City's Risk Manager, or designee may approve in writing a variation in the foregoing insurance requirements, upon a determination that the coverage, scope, limits, and forms of such insurance are either not commercially available, or that the CITY's interests are otherwise fully protected.

Remedies. In addition to any other remedies CITY may have if CONSULTANT fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, CITY may, at its sole option, exercise any of the following remedies, which are alternatives to other remedies CITY may have and are not the exclusive remedy for CONSULTANT's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the AGREEMENT;
- Order CONSULTANT to stop work under this AGREEMENT or withhold any payment that becomes due to CONSULTANT hereunder, or both stop work and withhold any payment, until CONSULTANT demonstrates compliance with the requirements hereof; and/or

- Terminate this AGREEMENT.

## **SECTION 12. INDEMNIFICATION.**

(a) CITY and its respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "INDEMNITEES") shall have no liability to CONSULTANT or any other person for, and CONSULTANT shall indemnify, defend, protect and hold harmless INDEMNITEES from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively "CLAIMS"), which INDEMNITEES may suffer or incur or to which INDEMNITEES may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of or allegedly caused by the CONSULTANT's performance of or failure to perform any services under this AGREEMENT or by the negligent or willful acts or omissions of CONSULTANT, its agents, officers, directors, subcontractors or employees, committed in performing any of the services under this AGREEMENT.

(b) If any action or proceeding is brought against INDEMNITEES by reason of any of the matters against which CONSULTANT has agreed to indemnify INDEMNITEES as provided above, CONSULTANT, upon notice from CITY, shall defend INDEMNITEES at CONSULTANT's expense by counsel acceptable to CITY, such acceptance not to be unreasonably withheld. INDEMNITEES need not have first paid for any of the matters to which INDEMNITEES are entitled to indemnification in order to be so indemnified. The insurance required to be maintained by CONSULTANT under Section 11. shall ensure CONSULTANT's obligations under this section, but the limits of such insurance shall not limit the liability of CONSULTANT hereunder. The provisions of this section shall survive the expiration or earlier termination of this AGREEMENT.

(c) The provisions of this section do not apply to CLAIMS occurring as a result of the CITY's sole negligence or willful acts or omissions.

## **SECTION 13. ASSIGNMENT.**

The expertise and experience of CONSULTANT are material considerations for this AGREEMENT. CITY has an interest in the qualifications of and capability of the persons and entities who will fulfill the duties and obligations imposed upon CONSULTANT under this AGREEMENT. In recognition of that interest, CONSULTANT shall not assign or transfer this AGREEMENT or any portion of this AGREEMENT or the performance of any of CONSULTANT's duties or obligations under this AGREEMENT without the prior written consent of the CITY Council. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this AGREEMENT entitling CITY to any and all remedies at law or in equity, including summary termination of this AGREEMENT.

**SECTION 14. TERMINATION OF AGREEMENT.**

(a) CITY may terminate this AGREEMENT, with or without cause, at any time by giving thirty (30) days written notice of termination to CONSULTANT. In the event such notice is given, CONSULTANT shall cease immediately all work in progress.

(b) CONSULTANT may terminate this AGREEMENT at any time upon thirty (30) days written notice of termination to CITY.

(c) If either CONSULTANT or CITY fails to perform any material obligation under this AGREEMENT, then, in addition to any other remedies, either CONSULTANT, or CITY may terminate this AGREEMENT immediately upon written notice.

(d) Upon termination of this AGREEMENT by either CONSULTANT or CITY, all property belonging exclusively to CITY which is in CONSULTANT's possession shall be returned to CITY. CONSULTANT shall furnish to CITY a final invoice for work performed and expenses incurred by CONSULTANT, prepared as set forth in SECTION 3 of this AGREEMENT. This final invoice shall be reviewed and paid in the same manner as set forth in SECTION 3 of this AGREEMENT.

**SECTION 15. DEFAULT.**

In the event that CONSULTANT is in default under the terms of this AGREEMENT, the CITY shall not have any obligation or duty to continue compensating CONSULTANT for any work performed after the date of default and may terminate this AGREEMENT immediately by written notice to the CONSULTANT.

**SECTION 16. COOPERATION BY CITY.**

All public information, data, reports, records, and maps as are existing and available to CITY as public records, and which are necessary for carrying out the work as outlined in SECTION 2 "SCOPE OF SERVICES" shall be furnished to CONSULTANT in every reasonable way to facilitate, without undue delay, the work to be performed under this AGREEMENT.

**SECTION 17. NOTICES.**

All notices required or permitted to be given under this AGREEMENT shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

To CITY:  
John Moreno, City Manager  
City of Paramount  
16400 Colorado Avenue  
Paramount, CA 90723

To CONSULTANT:  
Bruce Davis, Classification and Compensation Manager  
CPS HR Consulting  
241 Lathrop Way  
Sacramento, CA 95815

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

**SECTION 18. AUTHORITY TO EXECUTE.**

The person or persons executing this AGREEMENT on behalf of CONSULTANT represents and warrants that he/she/they has/have the authority to so execute this AGREEMENT and to bind CONSULTANT to the performance of its obligations hereunder.

The City Council has authorized the undersigned to execute this AGREEMENT.

**SECTION 19. BINDING EFFECT.**

This AGREEMENT shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

**SECTION 20. MODIFICATION OF AGREEMENT.**

No amendment to or modification of this AGREEMENT shall be valid unless made in writing and approved by the CONSULTANT and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

**SECTION 21. WAIVER.**

Waiver by any party to this AGREEMENT of any term, condition, or covenant of this AGREEMENT shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this AGREEMENT shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this AGREEMENT. Acceptance by CITY of any work or services by CONSULTANT shall not constitute a waiver of any of the provisions of this AGREEMENT.

**SECTION 22. LAW TO GOVERN; VENUE.**

This AGREEMENT shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles.

**SECTION 23. ATTORNEYS FEES, COSTS AND EXPENSES.**

In the event litigation or other proceeding is required to enforce or interpret any provision of this AGREEMENT, the prevailing party in such litigation or other proceeding shall be entitled to an award of reasonable attorney's fees, costs and expenses, in addition to any other relief to which it may be entitled.

**SECTION 24. ENTIRE AGREEMENT.**

This AGREEMENT is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other Agreements or understandings, whether oral or written, or entered into between CONSULTANT and CITY prior to the execution of this AGREEMENT. No statements, representations or other Agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding. No amendment to this AGREEMENT shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

**SECTION 25. SEVERABILITY.**

If any term, condition or covenant of this AGREEMENT is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this AGREEMENT shall not be affected thereby and the AGREEMENT shall be read and construed without the invalid, void or unenforceable provision(s).

**IN WITNESS WHEREOF**, the parties hereto have caused this AGREEMENT to be executed the day and year first above written.

**CITY OF PARAMOUNT:**

**CONSULTANT:**

BY: \_\_\_\_\_  
Peggy Lemons, Mayor

BY: \_\_\_\_\_  
Bruce Davis, CPS HR Consulting

ATTEST:

\_\_\_\_\_  
Lana Chikami, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
John Cavanaugh, City Attorney

ORIGINAL

PROPOSAL

# City of Paramount

Total Compensation Study, Job Analysis,  
Job Descriptions

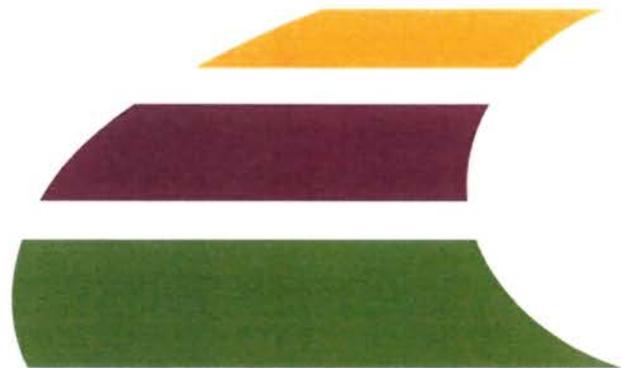
## Request for Proposal

Due Date: September 15, 2017

SUBMITTED BY:

VICKI QUINTERO BRASHEAR  
*Director of Products and Services*

CPS HR Consulting  
241 Lathrop Way  
Sacramento, CA 95815  
P: 916-471-3481  
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vbrashear@cpshr.us  
Tax ID: 68-0067209  
[www.cpshr.us](http://www.cpshr.us)



Your Path to Performance

September 15, 2017

Kevin Chun, Assistant City Manager  
City of Paramount  
16400 Colorado Avenue  
Paramount, CA 90723

**Subject: Total Compensation Study, Job Analysis, Job Descriptions**

CPS HR Consulting (CPS HR) is pleased to submit this proposal to the City of Paramount (City) to provide a classification (through a job analysis) and compensation study for its management, regular full-time and part-time/at-will/hourly positions within the City. With a rich history of assisting government agencies with their classification and compensation needs, we at CPS HR are confident that we can provide expert solutions to meet the City's needs.

CPS HR's core competency is its breadth and depth knowledge of and expertise in the public sector. As a public agency, we understand the challenges and issues facing our client base. We provide best practice expertise that is unique because CPS HR believes in an integrated, systems-based approach to human resources. Our consultants understand that the multiple functional human resources disciplines (including classification and compensation) work together to foster an optimal Human Resource system.

- ***In-depth understanding of all local government operations, programs, and services.*** CPS HR has been assisting public agencies meet their human resource needs for more than 31 years.
- ***Depth of experience preparing compensation and staffing studies.*** CPS HR has conducted more than 100 compensation related studies for cities, counties, courts, special districts, and higher education institution within the last few years.
- ***Use of best practices.*** CPS HR applies best practices and utilizes proved compensation principles in our engagements.
- ***Quality and tailored services.*** CPS HR delivers quality and tailored compensation services to better meet each client's unique study goals and objectives.
- ***Our commitment to maintaining open communications.*** Our project team will focus on maintaining open communication with the City's HR staff to ensure that every project preserves its focus and adheres to the timeline and budget. We have several team members in the southern California region within a 40 mile radius.

Thank you for this opportunity; we very much look forward to continuing a professional relationship with the City of Paramount. Should you have any questions, please do not hesitate to contact ***Ms. Andi Bernard at (916) 471-3325 or via email at cbernard@cps hr.us.***

Sincerely,



Vicki Quintero Brashear, Director of Products and Services

# Table of Contents

Respondent Qualifications, Capabilities, and Experience.....	8
Organizational Structure.....	8
Management Qualifications.....	8
Distinguishing Characteristics.....	9
Project List .....	10
Professional Qualifications of Key Personnel .....	12
Project Manager .....	12
Consultants and Roles .....	12
Technical Approach and Methodology .....	13
The CPS HR Approach to Consulting.....	13
Classification Study Work Plan .....	16
Compensation Study Work Plan.....	21
Proposed Timeline.....	27
Commitment to the Proposed Timeline.....	27
Fee Proposal.....	29
Professional Fixed Fee.....	29
Reimbursable Expenses.....	29
Rates for Additional Services .....	29
References.....	30
Exceptions to Sample Agreement and Insurance Requirements.....	32
Introduction to Exceptions .....	32
Appendix A - Resumes .....	33

# Respondent Qualifications, Capabilities, and Experience

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## Organizational Structure

CPS HR occupies a unique position among its competitors in the field of government consulting; as a **Joint Powers Authority (JPA)**, whose charter mandates that we serve only public sector clients, we actively serve all government sectors including Federal, State, Local, Special Districts, and Non-Profit organizations. Our knowledge of public and private sector best practices, translates into meaningful and practical solutions for our clients' operational and business needs. We are governed by a Board of Directors that are HR experts. We are able to draw on their expertise and best practice to help guide our solutions.

CPS HR is located in Sacramento, California. Our Chief Executive Officer (CEO) reports to a Board of Directors representing diverse public sector agencies across the nation. The following executive staff report to our CEO: Information Systems Director, Chief Financial Officer, Human Resources, Products and Services Managers, Marketing and Business Development Director, and Senior Practice Leaders.

With more than 110 full-time employees as well as 200+ project consultants and technical experts nationwide, CPS HR delivers breakthrough solutions that transform public sector organizations to positively impact the communities they serve. CPS HR has been in business for over 31 years.

## Management Qualifications

*We will use sound project management procedures and ongoing communication to ensure project success.*

A successful consulting assignment is an effective combination of sound project management procedures, high-quality project team members, and good customer service. Effective project management is required to provide for the orchestration and timely flow of activities, an ongoing feedback and adjustment mechanism, and the judicious use of time. Upon the client's request, we can offer a web-based project management tool for clients to check the status of the project and add project communication. Our project management process includes three primary components.

- **Providing ongoing monitoring and control of project activities.** Unforeseen developments or changes in circumstances may warrant changes in emphasis, revisions to the approach in certain areas, or other modifications of planned work activities. Active project management provides greater assurance that such redirection will occur when warranted by circumstances.

- **Ensuring the optimum management of the time available to complete the project.** Effective time management is a skill required of experienced professionals. Sound project management can optimize the overall effectiveness of the project team's efforts and provide a greater assurance of meeting milestones and budgets.
- **Providing for the continuous reinforcement of the project's objectives.** A major role of project management is to ensure that the consulting team consistently adheres to the proper perspective in facilitating the project. Another significant task is aligning resources with the project objectives. We have a cadre of compensation professionals who can assist when needed. This expertise is also effective in identifying trends in compensation as many hold the CCP designation.

## Distinguishing Characteristics

**Strategic approach.** Our strategic approach to human resources improves organizational performance for clients across the United States. We understand the importance of each human resources function (i.e., classification, compensation, job analysis, recruitment, selection, training, etc.) and how they connect to one another to provide a strong foundation for all human resource activities.

**Depth of experience working in public agencies.** CPS HR is a joint powers authority, and as such, our charter mandates that we provide services exclusively to public agencies and non-profits. In just the past few years, CPS HR has conducted an extensive amount of classification and compensation related studies for cities, counties, courts, special districts, and higher education institutions. We are governed by a Board of Directors comprised of HR experts from around the country. We use this expertise to help guide our solutions.

**CPS HR staffing.** CPS HR employs only the best staff members. Many of our staff have both public and private classification and compensation experience, they are diligent in their work, listen to and understand the needs of our clients, and possess advanced education and certifications such as SHRM, IPMA, World at Work, etc. We currently have six individuals with the Certified Compensation Professional designation on our team.

**Automated Solution.** CPS HR utilizes a proprietary system called Comp Calculator for the management and analysis of compensation survey data. The Comp Calculator is a web based program that allows for the data entry of survey data on an agency by agency basis and then generates a separate datasheet within Excel for each surveyed classification. We can also establish a client site through Sharepoint so clients have access to documents and can share information in a simple manner

**Customer Service.** It is our goal to provide the best customer service possible to our clients. To assist us in achieving this goal, we provide, at no additional cost to our clients, implementation and support assistance for each project.

## Project List

### Classification and Compensation

We have conducted hundreds of classification and compensation studies for municipal agencies and special districts. Due to the significant number of projects, we provide a partial list of agencies for which we have provided classification and compensation services below. We have provided more detail on specific projects under our References.

Partial Public Agency Listing Classification and Compensation Projects *CPS HR has provided multiple services to these agencies	
Alameda Corridor East Construction Authority	Mojave Water Agency*
Amador-Tuolumne Community Action Agency	Monterey Peninsula Airport District
American Canyon, City of*	Monterey, County of*
Anaheim, City of*	Montgomery College, MD
Ashland, City of	Napa County Transportation & Planning Agency
Association of Bay Area Governments*	Oakdale, City of
Bell, City of*	Orange, County of*
Berkeley, City of*	Orange County Fire Authority
Bernalillo, County of*	Perris, City of
Brawley, City of	Petaluma, City of
California Bureau of State Audits	Placer, County of*
California Department of Corrections and Rehabilitation	Redding, City of (Electric Utility)
California Department of Energy	Rio Dell, City of*
California Department of Food and Agriculture	Riverbank, City of
California Department of Human Resources	Rocklin, City of*
California Department of Real Estate	Roseville, City of (Electric Utility Department)
California Office of the Chief Information Officer	Sacramento Municipal Utility District
California Seismic Safety Commission	Sacramento, County of*
California State University, Sacramento	Safety Center, Inc.
Clark, County of*	San Diego County Water Authority
Contra Costa, County of	San Joaquin Regional Rail Commission
Eureka, City of	San Joaquin, County of*

Partial Public Agency Listing Classification and Compensation Projects *CPS HR has provided multiple services to these agencies	
Fairfield, City of	San Luis, City of (Arizona)
Glenn, County of*	San Luis Obispo, County of
Greater Los Angeles County Vector Control District	Sierra Nevada Conservancy
Housing Authority of Santa Clara	Stanislaus, County of*
Imperial, County of	State Bar of California
Jurupa Community Services District	Superior Court of California, Orange County
Kings, County of	Tehachapi, City of
Las Virgenes Water District	Tulare, County of
Los Angeles Co Employees Retirement Assoc.*	Ventura, County of*
Los Angeles Department of Water and Power	Vista, City of*
Madera, City of	Western Area Power Administration
Maryland-National Capital Park and Planning Commission	Yosemite Community College*

## Professional Qualifications of Key Personnel

### Project Manager

We have selected *Ms. Andi Bernard* and *Ms. Jennifer Ramos* to serve as the project manager for this engagement because of their strong project management skills and depth of experience with a broad range of classification and compensation studies. Their role will be to work directly with the City’s Internal Project Manager to (i) ensure the City’s study needs and goals and objectives are understood and accurately communicated to City management, other key stakeholders, and the CPS HR Project Team; (ii) conduct client meetings; (iii) be responsive to all client requests; (iv) manage the work of the Project Team; (v) meet timeline and budget expectations; (vi) conduct quality control of deliverables; and (vii) meet/provide information/present results to the City.

### Consultants and Roles

CPS HR has assembled a uniquely qualified team of professionals to assist the City with its studies. We are committed to meeting the highest professional standards of quality, therefore team members have been selected for their relevant experience and professional maturity in dealing with project environments such as this. Each of the team members has broad and deep experience in public sector classification and compensation systems and analysis and are readily available to assist the City with this project. The consultants we have assigned for work under this contract are listed in the following project staffing chart.

Resumes of all proposed team members have been provided in **Appendix A – Resumes**.

PROPOSED CPS HR TEAM—STAFF EXPERTISE AT A GLANCE			
CPS HR Consultant Name/Project Role	Years of Experience	Classification	Compensation
Andi Bernard, Co-Project Manager	20+	✓	✓
Jennifer Ramos, Co-Project Manager	10+	✓	✓
John McLaughlin, MA, Project Consultant	30+	✓	✓
Edelynn Austria-Gavino, Project Consultant	10+	✓	✓
Angela Perschnick, Project Consultant	15+	✓	✓

## Technical Approach and Methodology

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### The CPS HR Approach to Consulting

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

- CPS HR fully understands that 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 City stakeholders.
- 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. With changes to retirement plans, increases in benefit costs, a shrinking labor market, and a reduced desire to remain with a single employer, compensation has become a more important recruitment and retention tool.
- 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 promoting HR excellence in the public sector.
- CPS HR has a strong team dedicated to classification and compensation projects. We have a number of staff with the Certified Compensation Professional designation. If required, we will augment this project with additional resources. We frequently use other consultants to review work and examine the logic and recommendations.

Upon completion of the City's project, the activation plan will involve moving measured tasks from the design stage to the implementation stage. CPS HR will assist the City's Internal Project Manager, and any other stakeholders with implementation and systems questions to engage them in dialogue on the assignability, actionable tasks, measurable elements, methodologies, goals and objectives of the new classification and salary system. CPS HR will collaborate with the City in consideration of potential changes and what they will mean collectively and on an individual basis. In addition, we will foster dialogue that leads to a general and mutual understanding, reasonableness, and acceptance of these changes.

- CPS HR, upon request, can provide a web based portal in conjunction to Gantt Charts to visualize project goals and deliverables against time. In addition, it is customary for CPS HR to manage time and invoicing with a bi-weekly or monthly Project Status Report. Effective systems management is required for the orchestration of deliverables and timely flow of activities, ongoing feedback, and an adjustment mechanism that will allow

CPS HR and the City to electronically exchange data and track progress throughout the identified work plan and timeline.

CPS HR uses a comprehensive approach for planning, organizing, directing, and controlling consulting engagements. Our approach is designed to ensure a focused and efficiently executed project.

CPS HR is dedicated to the commitment of its full complement of resources for the success of all projects. The team members who will be working on this project will be readily accessible and are committed to meeting all deadlines and scheduled timeframes. We employ several processes and procedures to ensure that projects are on time, within budget, and of high quality. Specific project management tools and procedures used by CPS HR are described below.

- **Project Status Tracking:** CPS HR will utilize a Gantt Chart to visualize project goals and deliverables against time. In addition, it is customary for CPS HR to manage time and invoicing with a Project Status Report. Examples follow.
- **Project Team Communication:** The CPS HR Project Team will meet on a weekly basis to confirm progress for each proposed task.
- **Quality Assurance:** As each deliverable is produced, a Project Consultant or Project Manager, separate from the originator of the deliverable, will review the document to ensure the quality of work.

Sample Project Gantt Chart



Sample Project Status Report

CPS HR CONSULTING

**PROJECT STATUS REPORT**

City of ██████ – Classification and Total Compensation Study

Project Status for Week Ending: July 11, 2014

Task #	Task Description	Due Date	Completion Date	Status	Comments	Completed Within Budget
1	Initial project meeting	6/19/14	6/19/14	Completed	Meeting with Deborah, Chris and Ann-Marie	Yes
2	Design, develop and distribute survey instrument	7/7/14	7/8/14	Completed surveys due back on 7/31/14	Surveys sent to all labor market agencies	Yes
2a.	Follow up with outstanding survey agencies	8/8/14				
3	Review, analyze and validate labor market data	9/5/14				

## Classification Study Work Plan

As a general concept for any classification/job analysis study, ongoing management of a relatively simple, well-delineated, and valid classification plan is an important organizational goal. Through the use of such a plan, an organization should be able to identify and maintain consistent structural relationships, develop equitable compensation plans, and have substantial protection against outdated job descriptions that can impact the findings of a compensation study. When conducting a classification review, the overarching aspects of these important factors should be taken into consideration.

- **Classification Concepts and Allocation Factors** – As the foundation upon which all classification and compensation decisions are based, there should be underlying concepts that clearly identify how levels of work are titled, differences within these job levels, and how various levels are distinguished. Allocation factors should be established and utilized consistently throughout each analysis.
- **Defensibility** – This requires that any classification methodology, irrespective of where the methodology is used, must stand on its own merits under the scrutiny of multiple stakeholders.
- **Comprehensiveness and Clarity** – The classification structure should be comprehensive and inclusive of all functional areas and levels of work. It should also be clear, concise, and understood not only by those who administer it, but those affected by the classification decisions. While this may not satisfy all employees or their management on final classification recommendations, it is easier to gain acceptance if the process is transparent and employees and management recognize the reasoning behind the broader classification decision.
- **Administration** – A good classification plan balances “ease of administration” with position validity. Classification plan administrative tasks should not be so cumbersome or complex that they hinder timely and efficient ongoing maintenance.
- **Timeliness** – For classification decisions to be accepted by both employees and management, classification decisions must be timely. The longer classification decisions take, the more employee and managerial dissatisfaction with the system is likely to occur.
- **Accountability** – The human resources function and its classification decisions are not without regular challenge. Therefore, for any plan to be effective, there must be accountability and integrity at all levels of the process.

The classification work plan outlined in this section is intended to define all tasks within a comprehensive classification study, from employee orientation sessions to final reports as well as the types of deliverables associated with certain tasks. This work plan does not provide for an

employee review/appeal process; however, one can be built into the work plan should the City desire such a review.

**Task 1 – Receive and Review Background Material.** Upon contract execution, CPS HR will gather background information including the following materials:

- Strategic plan and new program proposals
- Organization Charts depicting organizational structure and report relationships
- Classification Specifications (MS Word format preferred)
- Position Allocations
- Relevant Policies and Procedures
- Memorandums of Understanding (MOUs)
- Past Classification and Compensation Studies

**Task 2 – Initial Project Meetings.** The CPS HR Project Manager will meet with the City’s Internal Project Manager, Human Resources, and designated key stakeholders to initiate the project by confirming study goals, objectives, tasks to be performed, and methodologies. During this meeting, CPS HR and the City will also discuss and agree upon a communication plan for this study, since open and consistent communication is a key element in project acceptance and success. Some agencies prefer to appoint a classification and compensation committee to help guide the project.

**Task 3 – Develop Job 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, and distribution of the PDQ to study participants. 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 City management and appropriate labor unions to design a PDQ which meets the City’s specific study needs.

Note: CPS HR has worked with several clients recently to test different versions of an automated PDQ, which has proven to be more efficient than traditional PDQ collection methods. We will work collaboratively with your project team to identify the most appropriate and effective job evaluation tool for the City’s study. We have found this solution to provide a significant savings to agency staff with respect to completing cumbersome and lengthy PDQs.

**Task 4 – Conduct Orientation Sessions.** The CPS HR Project Manager will draft an email to all employees included in the study and invite them to attend a study orientation session. The purpose of the orientation session is to (i) Communicate study goals, methodology, and processes; (ii) Provide the PDQ and explain to employees how the document should be completed; (iii) Explain the role of employees, supervisors, and managers 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(s) to familiarize themselves with employee questions and the responses to those questions.

**Task 5 – PDQ Completion.** All study employees in single position classifications and a representative sample of employees in multiple position classifications will have the opportunity to provide information about the duties and responsibilities noted in the job specifications, duties not covered in the job specification, minimum qualifications, and physical demands. Each 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 will look for innovative ways to automate the PDQ for your study and make the completion process efficient. We have found our automated approach provides a more uniform and accurate description, and also offers more efficiency in completing the form. The completion of PDQs can cause delays in the project timeline if employees are not able to provide the required information in a timely manner.

**Task 6 – Receive and Review PDQs/Prepare for Job Evaluation Interviews.** The CPS HR Project Team will thoroughly review each PDQ to obtain an understanding of the duties and responsibilities assigned to each position after the supervisor has reviewed and evaluated the content. 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).

**Task 7 – Conduct Job Evaluation Interviews/Desk Audits.** In addition to the PDQs, job evaluation interviews, desk audits, and focus groups will be conducted with a representative sampling of study employees to ensure the CPS HR Project Team has a complete understanding of the duties and responsibilities assigned to each position. CPS HR’s budget assumes that position interviews or focus group interviews will be conducted with up to 75% of the employees/incumbents and appropriate supervisory and management personnel, as required. Interviews with supervisors or managers may also be held to further clarify information documented on their subordinate employees’ PDQs. For planning purposes, each individual interview/desk audit is approximately 60 minutes and supervisor or manager interviews range from 45 minutes to an hour.

**Task 8 – FLSA Analysis.** The CPS HR Project Team will analyze the duties and responsibilities of each position and provide recommendations to ensure compliance with the Fair Labor Standards Act (FLSA) exempt/non-exempt designations. Each position will be thoroughly reviewed based on the duties, responsibilities, scope of authority, and span of control for purposes of determining whether it is exempt or non-exempt under FLSA. We will provide a brief write-up on any positions that we find are not properly designated and summarize all other positions. The

CPS HR Project Team will prepare a summary report in a table format presenting the following information:

- Employee name
- Current classification
- Current FLSA status
- Recommended FLSA status
- Exemption type (if applicable)
- Brief summary on the rationale for the exemption (if applicable).

**Task 10 – Analyze Classification Data.** The Project Team will analyze all information collected from the incumbents and his/her supervisor/manager, and interviews to identify the job level; scope; typical duties; requisite knowledge, skills, abilities; and other job-related characteristics. This analysis will be used to make recommendations on how the study position(s) should be allocated within the City’s classification structure; however, there are sometimes instances where there is no current classification to which a position can be assigned.

**Task 11 – Revise Classification Specifications.** Once the City has approved the classification study findings, the classification specifications will be revised/created accordingly. The format for classification specification revisions will be submitted to the City for approval. Our methodology for this task will result in:

- Accurately identifying the specific essential duties and responsibilities; required knowledge, skills, and abilities; minimum education and experience requirements; and minimum special qualifications for each position in the study.
- Reviewing, revising, editing, and developing written classification specifications for each study classification that clearly specify and describe a general statement of duties; any distinguishing features of the class; essential duties, knowledge, skills, and abilities; acceptable minimum education and experience; and required special training and certifications.
- Describing the typical work environment for the classification.
- Ensuring compliance with the provisions of the Americans with Disabilities Act.

**Task 12 – Prepare, Submit, and Present Final Classification Report.** CPS HR’s reporting will include a discussion of our methodology and a narrative summary to support our recommendations in the Draft Classification Report submitted to the City (Administrative Services Director/City Clerk) for feedback. CPS HR will research any comments and issues raised during the on-site review of the Draft Classification Report with allocation tables for the FLSA analysis and study employee position placement recommendations. Once these have been resolved, an original and the requested number of copies of the Final Classification Report will

be submitted and presented to the City. The City will be responsible for approving and implementing classification specification content changes through their standard process, including any necessary notifications to employees, employee representatives, or their Department of Human Resources.

## Compensation Study Work Plan

The compensation work plan outlined in this section is intended to define all tasks within a comprehensive compensation study from labor market selection to final reports, and the types of deliverables associated with the task. These tasks will include the sworn represented classifications for the City's Police Department.

**Task 1 – Review the City's Background Materials.** Upon contract execution, CPS HR will request background information from the City to ensure the Project Manager and the project team is prepared for the initial meeting. Typical material requests for compensation studies include salary schedules, benefits summaries, compensation policies and procedures, classification specifications, MOUs, and any other documents relevant to the study. With much of the information available online, CPS HR will only request information that is not readily available. The CPS HR Project Manager will coordinate activities through and report to the City's Internal Project Manager, Human Resources, and other designated key stakeholders.

**Task 2 – Initial Project Meeting/Labor Market Agency and Benchmark Selection.** The CPS HR Project Manager will meet with the City's Internal Project Manager, Human Resources, appropriate labor unions, and any other designated stakeholders to discuss the study methodologies, deliverables, timelines, communication, and data collection methods. The CPS HR Project Manager will determine the City's compensation philosophy in this meeting to obtain direction and consensus. Additionally, the CPS HR Project Manager will be available to conduct a workshop with these key stakeholders to discuss the following elements of compensation policy if so desired:

- **Labor Market Agency Selection** - This section of the workshop focuses on the typical labor market selection criteria and the process by which CPS HR will evaluate and prepare recommendations for the City's labor market agencies; such selection criteria typically includes:
  - Geographic Proximity
  - Size of the organization (measures may include number of employees or population)
  - Services provided
  - Past labor market agency practices
  - Cost of Living/Cost of Wages
  - Competitive Recruitment Range/Agencies

CPS HR will discuss and assess the current employment population and demographics in order to refine the market list (i.e., where do most current employees reside, what employers attract your employees, etc.). CPS HR does not simply recommend the most comparable agency based on size and services, but those that are competitive in determining the market on both the high and

low end and in attracting talent. These agencies may differ between sworn and miscellaneous staff.

■ Additional topics include:

- Labor market position (i.e., median, mean, or other percentile)
- Benchmark classifications to be selected based on the following criteria:
  - They should be classifications for which counterparts can readily be found in surveyed employers so that sufficient compensation data can be gathered. Classifications which have a large number of comparables from other agencies are generally selected as benchmark classifications.
  - Benchmark classifications should have significant relationships to other classifications in their occupational group. This ensures that they will make good reference points in relating and establishing salaries for other classifications within their occupational groups.
- Elements of total compensation to be surveyed

Using the selection criteria, the CPS HR project team will conduct research on potential labor market agencies and will provide the City with recommendations concerning the survey agencies and benchmark classifications to be used in the study. The budget for this proposal assumes that no more than 46 full-time and 19 part-time benchmark classifications will be surveyed within a labor market of no more than 14 public sector agencies. In order to reduce costs, CPS HR recommends the City assist with the collection of survey data from other agencies. We have found that agencies are much more likely to respond to a colleague than a representative from a consulting firm.

**Task 3 – Design, Develop, and Distribute the Survey Instrument.** The CPS HR project team will develop a comprehensive survey instrument to ensure the effective collection of salary data from each of the survey agencies. The survey instrument will include a brief description of each of the survey classifications with a request for the minimum and maximum monthly salary for each. The survey will also include a section to collect compensation policies and pay delivery systems, incentive pay, pay for performance, and other special pay options to identify current compensation trends within the established labor market. CPS HR’s survey instrument is designed to be completed electronically or, if need be, in hard copy.

**Task 4 – Review, Analyze, and Validate Labor Market Survey Data.** To ensure the City receives the most accurate data for its studies, CPS HR will not solely rely on the completed surveys received from the labor market agencies without checking the validity of the submissions. Thus, in conjunction with the survey instrument received from each labor market agency, the project team will review any additional survey agency background materials such as copies of classification specifications, organization charts, staffing information, and other useful materials to substantiate the accuracy of the comparability of the matches. It is critical that the project

team review such documents since titles alone can often be misleading and should not be relied upon. Further, CPS HR is committed to attaining full participation from the labor market agencies, either through obtaining each agency's agreement to complete the survey, and/or by the project team's completion of surveys as needed. Once the project team has completed their survey analysis tasks, the CPS HR Project Manager will audit the final data as part of our quality review process.

To determine whether a match from a labor market agency is comparable to the City's benchmark, CPS HR utilizes a whole job analysis methodology; this commonly used methodology analyzes the job as a whole, rather than by individual factors, by evaluating the core duties and responsibilities, the nature and level of work performed, and the minimum qualifications to determine whether the classification is comparable enough to be utilized as a match. The methodology recognizes slight differences in duties assigned to matches from other labor market agencies which do not impact the type, nature, and level of work performed. Matches should not be so broad that they include classifications performing dissimilar work, or work done at a higher or lower level, but they also should not be so narrow that they exclude matches doing comparable work, with slight differences in work that do not change the level and nature of work.

**Task 5 – Design and Develop Data Spreadsheets.** CPS HR will develop an individual data sheet for each survey classification that presents the comparable classification used in each agency with the relevant data associated with that classification, such as the position ranking within the labor market and salary range minimum and maximum. The labor market data analyses will be conducted based upon the labor market position affirmed within the City's compensation philosophy (e.g., median, mean, or other percentile). Each comparable match for each survey classification is reported in the relevant data sheet for full disclosure and review by others. We find this level of transparency in matching provides for a better understanding and acceptance of study results.

**Task 6 – Conduct Benefits Analysis.** The benefit data submitted from the labor market agencies will be incorporated into the base salary data sheets to provide a total compensation analysis. This study will include base salary, employer paid retirement contributions, longevity pay, certification pay, educational incentive and specialty pay, standby pay, employer paid insurance contributions for health, dental, vision insurance, life insurance including accidental death and dismemberment, long term disability, leave benefits including holiday, sick leave, and vacation. This quantitative analysis of program costs will provide the City with an understanding of how the study classes compare against their market when the costs of benefits programs are taken into consideration. Within these data sheets, four different analyses can be conducted based on how our clients wish to view the data:

1. An analysis of the survey classification's position within the labor market for base salary

2. An analysis of the survey classification's position within the labor market when the cost of cash add-ons is taken into consideration (total cash)
3. An analysis of the survey classification's position within the labor market when the cost of cash add-ons and health programs are taken into consideration
4. An analysis of the survey classification's position within the labor market when the cost of cash add-ons, health program costs, and retirement contributions are taken into consideration (total compensation)

Other analyses can be conducted based upon the City's needs.

**Task 7 – Conduct Internal Equity Analysis/Prepare Draft Salary Recommendations.** A comprehensive and balanced pay program is the result of the analysis of external labor market data, combined with an analysis of important internal relationships that reflect the City's value system of jobs. With the whole job methodology, the internal pay relationship analysis for non-benchmark classifications will involve a number of steps to arrive at sound and equitable relationships. CPS HR's internal equity analysis Among others, the most important of these will include:

- Analysis of existing and historical pay relationships
- Analysis of base compensation within the organizational hierarchy to establish consistent classification and job series pay parameters within departments and laterally Citywide
- Development of consistent, uniform, and realistic guidelines for determining internal relationships including span of control, nature and level of work performed and related components
- Recommendations of pay in consideration of skill, effort, and responsibility performed under similar working conditions following factors including seniority system, merit system, and/or earnings by quality pursuant to Labor Code 1197.5
- Recommendation of equitable and appropriate internal relationship differentials based on the above
- Analysis of the impact of mandated minimum wage increases on internal equity and the compensation schematic

Provided is the methodology CPS HR utilizes for establishing salary levels for benchmark and non-benchmark classifications in our compensation studies. This methodology would be applied to all the City study classifications.

- The first step is to conduct a comprehensive understanding of the City's approach to identify the benchmark classifications to be used in the salary setting process.
- The second step is to establish salary recommendations for these benchmark classifications by setting the salary level based on the market data.

- The third step is to conduct a comprehensive review of the City's current internal alignment differentials to determine what their practices are, and if they should be adjusted.
- The fourth step is to apply recommended internal differentials within job families to build the salary recommendations for classifications which have significant relationships to each other because they are in the same job series or family.
- The fifth step is to determine what classifications remain that are not benchmark classifications, or classes that minimal comparable data was available for, and are also not part of a job series or family. These classifications are then reviewed to determine which classifications are the subject classifications currently internally aligned with and whether that relationship should be changed. Evaluation factors include the nature and level of work performed, as well as the minimum qualifications.

The following steps are followed for each classification within the pay plan. The salary recommendations for each study classification will display the following information:

- Classification title
- Current monthly range maximum
- Recommended monthly range maximum
- The percentage difference and/or dollar amount difference between the current and recommended monthly range maximum
- Steps within a range, if desired

This information will provide the City with the percentage and dollar amount of any increase on a classification-by-classification basis.

As an alternative, CPS HR can prepare a customized point factor approach. This approach will place each job on a consistent scale using job factors that are important to the City. CPS HR will begin the process with its standard point factor approach. That approach will be presented to a compensation committee or some other stakeholder group to finalize the chosen job factors and their relative weights.

**Task 8 – Prepare Draft Compensation Report.** The project team will develop a Draft Compensation Report detailing the results of the labor market survey. This draft report will comprise the following:

- Scope of the study
- Labor market agencies, including the comparable characteristics (e.g., size, scope of services, number of employees, etc.)
- Study benchmarks, including the City's methodology utilized to identify benchmarks
- Labor market data analysis/methodologies

- Results of the base salary survey
- Salary recommendations for all classifications to assure internal equity and external competitiveness
- Impact of future salary considerations based upon minimum wage increases

The CPS HR Project Manager will meet with the City's Internal Project Manager, Human Resources, and any designated key stakeholders to discuss the Draft Compensation Report and to respond to any questions, comments, or concerns on the report.

**Task 9 – Research and Resolve Issues/Prepare the Final Compensation Report.** Based upon the City's review of the Draft Compensation Report, the project team will follow-up and resolve any outstanding compensation issues. Hard and electronic copies of the Final Compensation Report and the automated internal equity analysis will be delivered to the City and the results presented to the Administrative Services Director/City Clerk and members of the management team, as well as the City Council if the City desires.

## Proposed Timeline

### Commitment to the Proposed Timeline

The team members selected will be dedicated to this project to ensure that the deadlines for completion are met. CPS HR is open to discussion regarding the commencement of the compensation study in the interest of the City's operational goals. The final timeline after that point is highly dependent on any dialog/meetings/time the City will need to review the data internally. CPS HR will be able to commence work upon contract completion.

Our timeframes are based upon the assumption that (i) the selected labor market agencies will provide the information required within the specified timeframe, and that (ii) the City will be able to review, comment on, and approve study products within agreed upon timeframes. During the study, the CPS HR Project Manager will provide the City with interim status reports weekly on project progress and will assess any impacts on the timeline. We use sound and proven project management procedures to ensure our engagements are completed in a timely manner. We provide more detail on those procedures on the following pages.

Task #	Classification Study <i>*Note: bi-weekly updates will be provided by CPS HR project manager</i>	Week Number(s)
1	Receive and Review Background Materials	Week 1
2	Initial Project Meetings	Week 2
3	Develop Job Evaluation Tools	Weeks 3-4
4	Conduct Orientation Sessions	Week 5
5	PDQ Completion	Weeks 6-9
6	Receive and Review PDQs/Prepare for Job Evaluation Interviews	Weeks 10-11
7	Conduct Job Evaluation interviews	Weeks 11-13
8	FLSA Analysis	Weeks 13-14
9	Analyze Classification Data	Weeks 14-16
10	Revise Classification Specifications	Weeks 17-19
11	Prepare, Submit, and Present Final Classification Report and Client Review	Weeks 20-21

*Proposal to the City of Paramount  
Total Compensation Study, Job Analysis, Job Descriptions*

Task #	Total Compensation Study <i>*Note: bi-weekly updates will be provided by CPS HR project manager</i>	Week Number(s)
1	Review the City's Background Materials	Ongoing
2	Initial Project Meeting, Labor Market Agency, Specialty Pay, and Benchmark Selection	Weeks 1-2
3	Design, Develop, and Distribute Survey Instrument	Weeks 10-12
4	Review, Analyze, and Validate Labor Market Survey Data	Weeks 13-17
5	Design and Develop Data Spreadsheets	Weeks 18-19
6	Conduct Benefits Analysis	Weeks 20-21
7	Conduct Internal Equity Analysis/Prepare Draft Salary Recommendations	Weeks 22-23
8	Prepare Draft Compensation Report	Week 24-25
9	Research and Resolve Issues/Prepare the Final Compensation Report	Week 26

## Fee Proposal

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### Professional Fixed Fee

The professional fixed fee to complete the City's classification study is **\$23,140**.

The costs to complete the compensation study review, internal equity study, and recommendations is **\$19,855**.

The total cost **including** the travel estimated below is **\$44,870**.

### Reimbursable Expenses

Actual out-of-pocket expenses for such items as consultant travel, printing/copying, binding, and postage/delivery charges are reimbursable at cost. There is no mark-up on expenses. We estimate a total of **\$1,875 for the four trips scheduled to complete this project** for expenses. Again, we have several team members in the Los Angeles County area so travel costs should be minimal.

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. If changes or additional services are required, we will be happy to discuss changes to the project tasks and/or schedule. Any assistance the City can provide with this task could greatly reduce the costs. In addition, the use of focus groups for the collection of data could dramatically reduce the price depending upon the number of incumbents that need to be interviewed.

### Rates for Additional Services

A rate schedule is presented for any additional work desired by the City that is not specified in the work plan prepared for this proposal.

Schedule of CPS HR Billing Rates	
Project Staffing Category	Hourly Rate
Project Manager	\$120
Project Consultant	\$100
Project Technician	\$70

## References

### City of San Luis, AZ

1090 E. Union Street  
San Luis, AZ 85349

Olivia Jenkins  
Human Resources Director  
Phone: (928)341-8579  
Email: ojenkins@cityofsanluis.org

The City of San Luis retained CPS HR to conduct an agency wide classification and total compensation study. The classification study consisted of two hundred fifty-five (255) positions allocated to one hundred ten (110) classifications. CPS HR produced a draft classification report, which outlined recommendations for reorganization and specific position allocations in the revised class structure for each of the positions encompassed in the study. The City and CPS HR completed the final classification report in March 2017. The compensation study included 10 labor market agencies and 40 benchmark positions. CPS HR produced the final compensation report in April of 2017.

**Staff:** Project Manager, Jennifer Ramos, was responsible for the initial kickoff meeting, benchmark selection discussions, labor market analysis, orientation presentations to employees and management, ongoing communication with the internal project team, and the review/submittal of the draft classification and draft compensation report.

Project Dates: 8/2016 – 6/2017

Total Project Fees: \$53,975

Total Costs of Completed Project: \$53,975

### City of Perris

101 North D Street  
Perris, CA 92570

Isabel Carlos  
Assistant Director of  
Administrative Services  
Phone: (951) 943-6100  
Email: ICarlos@cityofperris.org

CPS HR was retained to conduct a classification and compensation study for the City of Perris. A draft classification report and draft total compensation report for classified, mid-management, and executive classifications was delivered.

**Staff:** Project Manager, Andi Bernard, was responsible for the initial kickoff meeting, benchmark selection discussions, labor market analysis, orientation presentations to employees and management, ongoing communication with the internal project team, and the review/submittal of the draft classification and draft compensation report.

**City of Perris**

Project Consultant, Gwen Brew, was responsible for benchmark job recommendations, developing the labor market survey document, gathering labor market data, analyzing collected data, and drafting the total compensation report and salary recommendations.

Project Consultant, Joyce Douglas, was responsible for the internal equity analysis for all classifications based on the gathered external labor market data and the City's established classification plan.

Project Dates: 10/2016 – 6/2017

Total Project Fees: \$37,938

Total Costs of Completed Project: \$37,938

**City of Berkeley (Master Contract)**

2180 Milvia Street, First Floor  
Berkeley, CA 94704

Rebecca Chen  
Senior Human Resources Analyst  
Phone: (510) 981-6822  
Email: RChen@cityofberkeley.info

CPS HR Consulting has a master agreement for ongoing classification and compensation services. The most recent projects included:

- Development of a new classification: Public Works Operations Manager
- Development of a new classification: Information Security Manager
- Development of a new classification: Digital Communications Coordinator

Each of the studies required data collection to determine the scope of the position duties in order to recommend the appropriate level and title for the new classification. In addition, labor market and internal equity was assessed to recommend an appropriate base salary range within the City's hierarchy.

**Staff:** Project Manager, Christi Tenter, was responsible for the initial kickoff meeting, benchmark selection discussions, labor market analysis, orientation presentations to employees and management, ongoing communication with the internal project team, and the review/submittal of the draft classification and draft compensation report.

Project Dates: 12/2015 – 4/2017

Total Project Fees: \$25,752

Total Costs of Completed Project: \$25,752

# Exceptions to Sample Agreement and Insurance Requirements

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## Introduction to Exceptions

The CPS HR Contracts Manager and our insurance broker have reviewed the sample agreement. We can accept the terms and conditions set forth in it with only three minor exception in which we respectfully request and hope the City is amenable to discussion of this language during contract negotiations.

**4.3 Audit of Records:** It should be the City providing a written notice. 24 hours is not enough notice, three business days is more reasonable.

**10. Indemnification and Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution Attachment:** CPS HR should not be held responsible for the City's negligent acts.

### Insurance

The insurance policies do not contain cancellation provisions for the certificate holder.

The cancellation clause will read:

**CANCELLATION:** Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

## Appendix A - Resumes

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### Cecilia (Andi) Bernard, B.S.

#### Profile

Ms. Bernard is a Project Consultant with CPS HR Consulting. She has over 20 years of compensation and classification experience. She is an experienced professional with a successful track record of delivering effective strategies to obtain business initiatives. She has worked administratively and strategically with the Riverside Sheriff's Department and the Riverside County Department of Social Services while developing and maintaining trustworthy cross-functional partnerships with all levels of management. She has successfully led multiple department initiatives to streamline systems and processes.

#### Employment History

- Project Consultant, CPS HR Consulting
- Senior Employee Relations Manager/HR Manager, County of Orange, HR Services, Santa Ana, CA
- Social Services HR Services Manager, County of Riverside, Human Resources, Riverside, CA
- Sheriff's HR Services Manager, County of Riverside, Human Resources, Riverside, CA
- Senior HR Analyst, County of Riverside, Human Resources, Riverside, CA
- HR Analyst II, County of Riverside, Human Resources, Riverside, CA
- On-Premise Manager, Spherion, Recruitment & Staffing Branch, Ontario, CA
- On-Premise Supervisor, Recruitment & Staffing Branch, Ontario, CA

#### Professional Experience

- **County of Orange, Human Resource Services (HRS) - Santa Ana, CA**

Management responsibilities for all aspects of human resources over the Probation Department supporting approximately 1,200 employees. Core responsibilities for the Probation Department include records management, FMLA/ADA/PDL/EEO/WC compliance, workforce planning, classification and compensation, employee relations (sworn and non-sworn), labor relations, and leave management.

Key accomplishments:

- Established a classification and compensation presence on the Probation Human Resource Services Satellite Team. This included training Administrative Managers on fundamental concepts of classification studies including the involvement of labor unions, position description questionnaires, desk audits, reallocation recommendations for current employees, and workforce planning.

- Identified critical areas of noncompliance with FMLA, ADA, and POBR, and implemented training and procedures to mitigate financial liability.
- Established esteemed rapport with the Orange County Employees Association to implement complex side letters and settlement agreements impacting the daily operation of Juvenile Hall.

■ **County of Riverside, Human Resources (HR) – Riverside, CA**

**Social Services Human Resources Services Manager.** Management responsibilities for all aspects of human resources over the Department of Public Social Services supporting 3,485 employees. Core responsibilities include recruitment, assessment, talent development, workforce planning, classification & compensation, employee relations, and leave management.

Key accomplishments:

- Reengineered the Eligibility Technician recruitment and expedited the process from approximately four months to seven weeks.
- Implemented a leave management system to return employees to work or manage their leave time expeditiously.
- Increased the time to certify recruitment lists from an average of 60 days to 28 days on average for the Department of Public Social Services.
- Managed analysts conducting classification and compensation studies including reviewing and authorizing PDQ analysis, classification and compensation recommendations, job specification revisions, creation of new classifications and the reclassification of current employees.

**Sheriff's Human Resources Services Manager.** Management responsibilities for all aspects of human resources over the Sheriff's Department supporting 3,800 employees. Core responsibilities include recruitment, assessment, promotional processes, talent development, workforce planning, classification and compensation, employee relations, and leave management. Staff included up to 22 direct reports including supervisors, analysts, recruiters, clerical support, and polygraph examiners.

Key accomplishments:

- Executed a strategic recruitment initiative to hire 1,400 difficult-to-recruit law enforcement candidates through revamping and automating their paper-based recruitment model.
- Increased applicant assessments by 62% and decreased lag time of notification from six weeks to immediate notification.

- Reduced recruiting and hiring costs through recruitment automation, increased screening processes, and created more efficient use of staff time.
- Managed analysts conducting classification and compensation studies including reviewing and authorizing PDQ analysis, classification and compensation recommendations, job specification revisions, the creation of new classifications, reclassification of current employees, and the assignment of additional compensation for difficult to fill positions.
- Implemented a leave management system to return employees to work or manage their leave time expeditiously.

**Senior Human Resources Analyst.** Lead and mentor responsibilities over analysts and recruiters for employee relations, recruiting, classification and compensation, and leave management for a variety of County of Riverside Special Districts and the Department of Mental Health. Individual responsibilities included employee relations, performance management, classification and compensation, organizational development, and leave management.

Key accomplishments:

- Implemented performance management system and evaluation training to departmental management to increase employee productivity.
- Implemented a leave management system to return employees to work or manage their leave time expeditiously, and reduced the number of employees out unnecessarily.
- Established and maintained rapport with all levels of management to reduce misconduct and discrimination cases with preventative strategies.
- Built positive working relationships with union representatives instilling credibility as a misconduct investigator and, as a result, carried unchallenged cases.

**Human Resources Analyst II.** Analyst responsibilities for recruitment, assessments, classification and compensation, informal discipline, and organizational development for County of Riverside social services departments.

Key accomplishments:

- Conducted Position Questionnaire analysis, job interviews, and provided recommendations for the County's five year cyclical Classification and Compensation studies.
- Successfully facilitated and filled difficult recruitments for semi-law enforcement positions.

- Developed, implemented, and facilitated written and oral assessments yielding qualified candidates in the difficult-to-recruit classification of Welfare Fraud Investigator.

■ **Spherion, Recruitment & Staffing Branch – Ontario, CA**

**On-Premise Manager.** Executive responsibilities over staffing the United Parcel Service (UPS) with a contingent workforce for the South East California District, including the management of one On-Premise Supervisor and three recruiters responsible for candidate sourcing for light industrial employees. Co-managed 300 contingent workers at UPS's distribution center while overseeing the staffers' operational performance.

Key accomplishments:

- Managed and increased profitability of a \$4M account by customer satisfaction and maximizing business development opportunities.
- Successfully filled high volume seasonal-requisitions within three days of request.
- Collaborated with UPS executives to provide flexible and reliable staffing in a challenging work environment and recruiting climate.
- Prepared and presented quarterly business reviews on employees' overall performance as it related to UPS's business goals.

**On-Premise Supervisor.** Supervisory responsibilities over 300 Spherion employees working at the UPS facility throughout their 24-hour operation. Accountable for operational performance, performance evaluations, misconduct investigations, employee and customer satisfaction, co-employment issues, workers' compensation claims, and OSHA training/orientation.

Key accomplishments:

- Utilized appraisals, recognition and focus meetings to increase line productivity.
- Counseled and motivated employees on the importance of work performance resulting in higher daily attendance.
- Tracked and decreased workers' compensation claims through safety awareness.

**Professional Affiliations**

- Member of the California Public Employers Labor Relations Association (CALPELRA)

**Education**

- B.S., Chemistry, California State Polytechnic University, Pomona, CA

## **Jennifer Ramos, M.P.A.**

### **Profile**

Ms. Ramos is a seasoned principal human resources consultant with over 12 years of experience in multiple functions of public sector HR. She brings a strategic, innovative, and diplomatic approach to classification and compensation work. Prior to joining CPS HR, she led a citywide class study for over 500 classifications and approximately 2,000 employees. She met and conferred with several unions over class study impacts (e.g., job specification revisions, new classes, and title changes). She also managed various large-scale, executive, and series exams in two merit system school districts. She has supervised training programs, led agency wide organizational development efforts, and remains active in presenting at conferences.

### **Employment History**

- Principal HR Consultant, CPS HR Consulting
- Principal HR Analyst, City of Pasadena-Department of Human Resources
- Classified HR Analyst, Montebello Unified School District-Personnel Commission
- HR Specialist III, Los Angeles Unified School District-Personnel Commission

### **Professional Experience**

- Managed lifecycle for citywide class study; met with Department Directors to discuss communication plan, position allocations and HR recommendations; updated job descriptions; implemented new classes, reclassifications, and title changes; and drafted revised classification policies for management review.
- Diplomatically clarified class study procedures to management, employees, and union by creating flowcharts, handouts and reports; met and conferred with unions over classification and compensation impacts to reach side letter agreements related to class study.
- Conducted high level classification and compensation studies for purposes of departmental reorganizations; conducted desk and employment audits; wrote recommendations and memorandums to Personnel Commission and Board of Education.
- Supervised all recruitment and selection activities; trained staff at multiple public sector agencies to conduct job analyses and competency modeling; managed and delegated exams; composed job bulletins; administered various test parts and interview panels.

### **Professional Certifications/Leadership**

- National Public Employer Labor Relations Association, Russo Scholarship Recipient November 2015, NPELRA Foundation
- Public Employer Labor Relations Association of California (PELRAC), Member since 2013

- Southern California Public Management Association - Human Resources (SCPMA-HR), Director of Communications 2012-2013. Re-elected to second term 2013-2014
- Personnel Testing Council of Southern California (PTC-SC), Member 2008-2012; Scholarship Committee 2010

**Education**

- Master of Public Administration, California State University, Northridge, CA
- B.A., History and Business Administration, University of California, Berkeley, CA
- Italian Language and Art History, UC Berkeley Study Abroad, Florence, Italy

## John D. McLaughlin, M.A.

### Profile

Mr. McLaughlin has extensive experience in the public sector (law enforcement, health care/hospitals, general services, finance/treasury, assessor, fire, chief administrative office, public works, public education, etc.), non-profits, private health care/hospitals, insurance, financial, banking, technology, legal, biotechnology, retail, restaurant, manufacturing and housing sectors. He possesses over 18 years of experience in compensation and classification and over 30 years of experience in human resources management with strategic and operational strengths in the following areas: total rewards, benefits, human resources technology, workforce planning/staffing, human resource metrics and analytics, labor and employee relations, organizational effectiveness, training, and performance management.

### Employment History

- Project Consultant, CPS HR Consulting
- Principal, McLaughlin Human Capital Consulting, Los Angeles, CA
- Director, HR Analytics and HR Systems, Silgan Manufacturing, Woodland Hills, CA
- Benefits Director, The Cheesecake Factory, Calabasas, CA
- Compensation Consultant, Amgen, Thousand Oaks, CA
- Director, Compensation, Benefits and HRIS, Digital Insight, Calabasas, CA
- Director, HRIS; Manager of Benefits, Asst. Director Compensation, Cedars Sinai Medical Center, Los Angeles, CA
- Director of Human Resources, Saint John's Hospital, Santa Monica, CA
- Personnel Officer, Los Angeles County Municipal Courts, Los Angeles, CA
- Senior Compensation/Labor Analyst, Los Angeles County

### Professional Experience

#### Principal, McLaughlin & Associates Human Capital Consulting

- Counsels clients on maximizing human capital capabilities to achieve organizational effectiveness.
- Developed a customized, state-wide survey for the affordable housing industry in California, which included ten of the larger organizations with 48 job titles, and prepared final reports of the total compensation results for the participants' boards of directors.
- Completed a compensation project for a large health care organization to determine the total cost of a \$15/hr. minimum wage with implications for all pay grades and employees within 10% of the \$15 minimum over 3 years, also evaluated an employee survey of engagement around these issues.

- Completed a project for a health care organization to standardize annual performance evaluation and merit increase procedures to ensure all compliance targets were met and budgets were not exceeded.
- Designed the basic compensation plan for a public charter school to implement a grant from the Gates Foundation to include a 20% incentive for teachers who met the goals of increasing the scores of their students on the standard California tests by one grade over the average.
- Developed and presented a seminar to the National Human Resources Association on workforce metrics/analytics, new HR systems features and how these new tools and concepts can help improve organizational effectiveness.
- Assisted five organizations to conduct a complete human resources technology needs analysis, develop client priorities, select among the best HR/payroll/benefit systems, coordinate the purchase and implementation.
- In addition to systems selection, coordinated systems implementation for two organizations with unique requirements for compensation, performance management, benefits, and human resource metrics.
- Absorbed significant experience and knowledge of technology for human resources departments and programs including vendors such as ADP, Lawson/Infor, Kronos, Workday, Ultimate, Hire Right, Hire Mojo, Monster, Microsoft Office.

**Director, HR Analytics and HR Systems, Silgan Manufacturing**

- Silgan is a \$3.2B multi-national manufacturer of containers for food products and personal care products with 32 facilities throughout the US and five countries comprising union (UAW, US Steelworkers) and non-union facilities, and 5,000 employees. Major customers include General Mills, Del Monte, Campbell's, Nestlé's, Johnson & Johnson, and Unilever.
- The first incumbent in this position, which was established to lessen the reliance on outside consultants and create high level in-house human resources analytic and strategic capability.
- Directed all HR technology strategies and human capital analysis to help Silgan achieve business results.
- Led the HR/payroll/finance teams in implementing ADP's newest HR/payroll/benefits system and creating special reporting analytics for all areas of HR including compensation, talent management, training administration and developed a comprehensive benefits system in concert with Director of Benefits.
- Coordinated or conducted all compensation studies and projects to develop a compensation program to meet the needs of the organization, determine all

compensation costs, and develop and maintain the job table including compensation history, minimum requirements, etc.

- Created and maintained an HR metrics program with over 30 specific measures related to organization performance (i.e., revenue/expense/profit per employee), employee performance evaluation scores and business performance by department; turnover rates and analysis, calculating the ROI of training.
- Analyzed and determined cost of union proposals and prepared counter proposals with options for negotiators on site.

#### **Benefits Director, The Cheesecake Factory**

- Directed a staff of six in the management of the benefits program for 24,000 employees and managers in the full range of benefit functions including executive benefits and legal compliance.
- Developed budget projections, analyzed effectiveness of benefits, created new communication strategy, developed benefit metrics, improved staff capabilities and systems, developed strategic recommendations for Executive Committee.
- Directed the upgrading of the benefit system (Lawson) for 24,000 users.
- Presented benefits budget program to CHRO, CFO and Financial Team and established effective partnership. Negotiated successfully with carriers for all benefits.

#### **Compensation Consultant, Amgen**

- Completed studies in compensation, e.g., helped reorganize the legal department with revised job titles and pay grades, and improved total rewards and incentive systems for the Amgen organization.

#### **Director, Compensation, Benefits and HRIS, Digital Insight-Internet Banking**

- Developed and directed the integration of corporate programs for compensation, benefits, and HR systems for this fast moving, innovative Internet start-up banking and financial services company of 750 employees.
- Furthered the company's strategic and profit goals through development of a total rewards program. The program was shown to attract, motivate, and retain a highly productive workforce.
- Completed two acquisitions and successfully integrated the benefits and compensation programs.
- **Compensation:** Directed, developed and monitored the national sales compensation program, the management performance and incentive program, the executive compensation program, the employee performance management program and the merit budget program. Conducted on-going surveys and worked collaboratively with Finance on wage budgeting. Ensured compliance with all laws and regulations.

- Created ROI measures on all compensation programs and monitored activity for management. Coached management to maximize organizational effectiveness through rewards.
- Wrote the first compensation policy manual and conducted training sessions for managers.
- **HRIS:** Directed all functional and strategic aspects of the HR systems to provide online information to management, human resources, employees, and financial planners.
- **Benefits:** Directed the benefit program including a comprehensive cafeteria plan, FLMA, COBRA, PTO, and worker's compensation programs; administered the 401k plan.

#### **Director, Human Resource Information System, Cedars Sinai Medical Center**

- Led the selection, implementation, and management of key HR technologies (Lawson, Infor, Kronos, MS Office) to administer a complex human resources management program for a workforce of 9,700 employees.
- Managed a wide variety of special functions for HR and management including the development and coordination of systems for measuring organization productivity, corporate compliance, turnover analysis, HR labor cost reporting, JCAHO training, on-line performance management system, etc.

#### **Manager, Employee Benefits, Cedars Sinai Medical Center**

- Managed the employee benefits program, including over 21 different plans from 14 insurance carriers at a total cost of over \$65 million per year and integrated benefits into total rewards strategy.

#### **Assistant Director, Compensation and Benefits, Cedars Sinai Medical Center**

- Provided strategic analysis and comparative industry perspective and recommendations.
- Completed the more complex compensation studies and resolved related organizational problems.
- Managed studies of management salaries, shift differentials, overtime, on-call, and other special pay issues.
- Developed strategy and supporting data for two effective union negotiations.

#### **Director, Human Resources, Saint John's Hospital**

- Responsible for all human resources functions including recruiting, staffing, compensation, employee relations, EEO, benefits, and HR systems.
- Directed a staff of seven. Improved HR services, conducted investigations, won all workers comp and labor cases, and directed or approved the termination of 70 employees for cause with no litigation.

**Personnel Officer, Los Angeles Municipal Court, Los Angeles County**

- As the first incumbent of this new position developed a comprehensive HR program. Supervised a staff of seven. Key accomplishments included successfully leading four union negotiations to create the first contracts for County court reporters and court clerks without any work stoppage or labor charges, created the training and scheduling program for court staff, developed California legislation for human resources budget changes including compensation and classification changes, and oversaw layoffs and terminations without litigation or grievances.

**Senior Compensation/Labor Relations Analyst, Los Angeles County**

- Responsible for supporting the largest bargaining unit in LA County (35,000 employees) with compensation, benefits, and total cost analysis and strategy development. Completed 40 classification/compensation studies in many county departments; conducted annual benchmark surveys for the largest job categories; created and taught courses on job analysis.
- Wrote job descriptions, reviewed colleagues work, and conducted classification studies in HR.

**Education**

- M.A., Organizational Psychology/Statistics, Cal State University LA
- B.A., Psychology, UCLA

**Professional Certifications/Affiliations**

- Human Resources Information Professional (HRIP) 2010, International Association of HR Information Management
- Strategic Professional in Human Resources (SPHR) 2004, Society for Human Resources Management
- Certified Employee Benefit Specialist (CEBS) 1998, Wharton School of Business
- Certified Compensation Professional (CCP) 2009
- Teaching Credential: LA Community College District - Area of specialization: Supervision
- Society for Human Resources Management
- World at Work (Compensation)
- National Human Resource Association
- Human Capital Management Institute

## **Edelynn Austria-Gavino, CCP, PHR, SHRM-CP**

### **Profile**

Ms. Austria-Gavino possesses over ten years of experience in Compensation, Benefits, and Human Resources, as well as over ten years of experience in the high-tech/government contracting industry. She has extensive experience in leading HCM design and implementation and is CCP, PHR, and SHRM-CP certified.

### **Employment History**

- Project Consultant, CPS HR Consulting
- Corporate Compensation Manager, Cubic Corporation, VA
- Senior Compensation Analyst, SAIC, Reston, VA
- Compensation Analyst, Vangent, Inc., VA
- Consultant/Human Resources Generalist, Independent Benefit Services
- Financial Services Professional, Navy Federal Credit Union, American Home Mortgage, HCI

### **Professional Experience**

#### **Corporate Compensation Manager, Cubic Corporation**

- Manages global compensation and stock administration programs to ensure consistent and equitable pay practices, compliance with Company policies, and conformance with legal requirements. Performs and oversees a variety of analytical and administrative duties to ensure consistency of job descriptions/requirements and compensation guidelines company-wide. Advises senior management/business leaders regarding best practice pay practices and philosophies.

#### **Senior Compensation Analyst, SAIC**

- Serve as a trusted Compensation Advisor to Line HR, Staffing, and Management by providing sound advice and recommendations as it pertains to guidance on job classification, salary recommendations, and overall compensation best practices while balancing it with business needs and objectives. Conduct analyses of jobs and salaries to evaluate internal equity and external competitiveness as well as legal and regulatory compliance of pay practices and programs. Ensure compensation programs are aligned with business requirements and overall compensation philosophy.
- Job Structure Redesign: Involved as a SME in the redesign of SAIC's job structure. Responsibilities include developing standardized job descriptions and establishing competitive market salary ranges for all current positions.

- **Geographic Salary Structure Design:** Responsible for the design and implementation of SAIC's salary structure from a national structure to a geographic structure that is more closely aligned with local cost of labor data.
- **Project Gemini:** Involved as a SME/Business Analyst in the redesign and restructuring of the Total Rewards function as part of the transformation of SAIC into two independent, publicly traded companies. Key tasks included assessment of current and future state of the Total Rewards function and developing strategy and requirements for implementation and delivery.
- **Fusion Compensation:** Participated in the design and review of the Compensation/ HRIS tool (Fusion Comp) for enterprise use. Tasks involved an assessment of current Compensation practices and policies and developing recommendations and requirements to automate Compensation processes in Fusion Compensation.
- **Fusion Non-Annual Bonus Module:** Led the design and delivery of the non-annual bonus module. Tasks involved refining requirements and partnering with the IT development team, key HR functions, and Line Management; leading and developing service delivery and implementation for the enterprise.
- **Annual Merit Cycle:** Developed annual salary budget increase recommendations and guidance; partnered with Information Technology team to develop system requirements and enhancements for annual merit process. Led implementation, service delivery, and cross-functional training for the enterprise.
- Partnered with Pricing, Contracts, and Recruiting for proposal/RFP efforts.
- Led job classification/job study review projects for market pricing and regulatory compliance purposes.
- Successfully completed classification and SCA Conformance review of Consulting (CE) and Unscheduled Professional (USP) employees for FLSA compliance.
- Standardized position titling practices to ensure consistency in practice throughout the organization.

**Compensation Analyst, Vangent, Inc.**

- Conducted analyses of jobs, hourly wages, salaries and all incentive programs in order to evaluate internal equity and external competitiveness, as well as legal and regulatory compliance of the company's pay practices and programs.
- Participated in the redesign of the Compensation Salary Structure to include developing standardized job descriptions and establishing competitive market salary ranges for all current positions.

- Reviewed and made recommendations regarding job classification and market rates with managers and HR & Recruiting Team for new hires, internal promotions/ adjustments, as well as labor market analyses for proposal bids/RFPs.
- Conducted job evaluation and analysis to include FLSA exemption testing.
- Managed and administered base pay, spot award, and executive compensation programs.
- Consulted with management and HR on a broad range of issues relevant to Compensation, corporate policies, and procedures.
- Compiled and analyzed data from Compensation salary surveys and internal HRIS systems.
- Participated in Compensation salary surveys.

#### **Consultant/ Human Resources Generalist, Independent Benefit Services**

- Served in a consultant capacity to provide Human Resources advisory services to a government-contracting firm with 150 employees.
- Administrator of health insurance, COBRA, and flexible spending accounts plans.
- Training coordinator for Sexual Harassment Training Program and CPR/AED certification.
- Designed, coordinated, and managed Wellness Program activities.
- Conducted New Hire Orientation and educated new employees on company benefit plan and company standard operating procedures.
- Participated in Open Enrollment preparation and administration.
- Assisted employees on resolving medical and flexible spending accounts reimbursement claim issues.
- Reconciled monthly health insurance billing statements.
- Provided administrative support to Compensation/ Recruiting Manager to include conducting candidate background checks, offer letter preparation, and new hire on-boarding.

#### **Financial Services Professional, Navy Federal Credit Union, American Home Mortgage, HCI**

- Worked in various capacities as a Data Analyst/Underwriter for Navy Federal Credit Union, American Home Mortgage, and HCI Mortgage.
- Served as a liaison between loan officers, underwriters, and clients, to ensure adequate pricing of individual risks through proper classification, accuracy of information and adherence to company underwriting standards and philosophy as well as compliance with government regulations.

- Succeeded in developing and maintaining key business relationships between clients and vendors.
- Utilized critical thinking and creative problem-solving abilities to resolve complex financial challenges while handling a high-volume caseload averaging 55 clients on a monthly basis.

#### **Education**

- M.S., Management (HR focus), University of Maryland University College, Adelphi, MD
- B.S., Family Studies, Minor Psychology, University of Arizona, Tucson, AZ

#### **Professional Certifications/Affiliations**

- Certified Compensation Professional (CCP)
- Certified Professional in Human Resources (PHR)
- SHRM Certified Professional (SHRM-CP), Society for Human Resource Management
- World at Work
- Compensation & Benefits Association of San Diego
- Phi Kappa Phi Honor Society

## Angie Perschnick

### Profile

Ms. Perschnick is a Project Consultant with CPS HR Consulting. She has more than 15 years of Compensation experience along with project management and benefits administration experience.

### Employment History

- Project Consultant, CPS HR Consulting
- Consultant, Altura Consulting Group, Minneapolis, MN
- Compensation Contractor, Thrivent Financial, Minneapolis, MN
- Compensation & Benefits Contractor, MTS Systems, Eden Prairie, MN
- HR Contractor, Syngenta Seeds, Golden Valley, MN
- Sr. Compensation Analyst, Stanton Group, Plymouth, MN

### Competency Areas

#### ■ Compensation

Compensation professional with extensive experience in market pricing all levels of jobs in various organizations, administering and participating in salary surveys, base salary structure development, compensation data analysis, and incentive plan analysis and administration. Skills include solid communication skills, strong analytical abilities, and good organizational and project management skills.

#### ■ HR Foundations

Internship and contract experiences provided exposure to various areas of human resources at a foundational level, including staffing and benefits administration.

#### ■ Project Management

Strong project management skills developed and used throughout career in human resources.

### Education

- M.A. – Human Resources & Industrial Relations (HRIR), University of MN – Twin Cities
- B.S. – Psychology & Management, University of MN – Twin Cities

### Professional Associations

- World@Work
- TCCN (Twin Cities Compensation Network)

### Professional Certification and Awards

- CCP – Certified Compensation Professional