



Second Amendment to Statement of Work 1
Classification and Total Compensation Study – Appeals Process

THIS SECOND AMENDMENT (this "Amendment") is made by and between Cooperative Personnel Services dba **CPS HR Consulting**, ("CPS HR") located at 241 Lathrop Way, Sacramento, California, 95815 and **the City of San Luis** ("Client" or "City") with offices at 1090 E. Union Street, San Luis, AZ 85349.

Whereas, CPS HR and Client have entered into the Agreement (as defined below); and

Whereas, CPS HR and Client desire to modify the Agreement on the terms and conditions set forth herein;

Now, therefore, CPS HR and Client agree as follows:

1. **Definitions:** The following definitions shall apply to this Amendment:
 - (a) **Agreement.** The term "Agreement" shall mean the Agreement dated August 15, 2016 by and between CPS HR and Client.
 - (b) **Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.
2. **Modifications to the Agreement.** The Agreement is hereby modified to extend the completion date and to include appeals process and funding as follows:
 - (a) **Page 1, Section 1.** Provide classification consulting services to administer a formal appeal process for up to 50 positions.

Once the City's Project Representative and other designated stakeholders have agreed to the concepts and classification specifications, CPS HR would conduct an Employee Review/Appeal Process. The following outlines the recommended process:

- Incumbents will receive a notice with the updated classification specification.
- If incumbents are concerned with their classification specification, they can request further consideration of the recommended classification change to CPS HR.
- The CPS HR project team will review and research each response; this research may include requesting supervisor and manager feedback, contacting the employee and/or employee's supervisor and/or manager (via phone) to discuss the response, reconsideration of the PDQ or other submitted materials, and discussing any additional findings with immediate supervisors.
- The CPS HR Project Manager will meet via conference call with the City's Project Representative to provide an overview of the review process, some trends in appeals, and the recommended resolution of all appeal issues in order to reach consensus with the City prior to finalizing study recommendations.
- The CPS HR project team will respond to each employee and will communicate the response (change or unchanged) to the employee's classification.

The budget prepared for this option presumes that:

- Employees can only respond to the recommended allocation of their position and/or the contents of the classification specification.
- All classification related responses will be reviewed and, if reasonable, the classification specification will be modified.

Deliverable: Evaluative narrative for each appeal filed to clarify disputes

(b) **Page 1, Section 4.** July 31, 2017

(c) **Page 1, Section 7b.** This section will be updated to include an additional amount not to exceed \$10,750 for the appeals process.

b. CPS HR will invoice Client at the fixed fee rate of \$44,875 billed periodically based on completion of deliverables. Incidental reimbursable expenses such as travel, printing/copying, binding, and postage/delivery charges, etc., will be billed at actual cost and are not to exceed \$5,800. Mileage will be billed at the current U.S. Internal Revenue Services approved rate.

CPS HR will invoice Client for the appeals process at the rate of \$215 per position for up to 50 positions. The appeals process will not exceed \$10,750.

3. **Effective Date.** Each of the modifications set forth in Section 2 shall be effective on and after May 24, 2017.

4. **Legal Effect.** Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, CPS HR and CLIENT have executed this Amendment as of the date below.

**Cooperative Personnel Services dba
CPS HR Consulting**

City of San Luis

By: _____
Authorized Signature

By: _____
Authorized Signature

Name: _____

Name: _____

Title: _____

Title: _____

