

**SECOND AMENDMENT TO THE  
CONSULTING SERVICES AGREEMENT BETWEEN  
THE CITY OF UNION CITY  
AND  
CPS HR  
FOR HUMAN RESOURCES CONSULTING SERVICES**

This Second Amendment to Consulting Services Agreement (this “Second Amendment”) is entered into effective September 16, 2019, between the City of Union City, a municipal corporation (“City”), and Cooperative Personnel Services dba CPS HR Consulting, a California Joint Powers Authority, with offices located at 2450 Del Paso Road, Suite 220, Sacramento, CA 95834 (“Consultant”) (together referred to as the “Parties”).

**RECITALS**

**WHEREAS**, the Parties executed a Consulting Services Agreement (“Agreement”), dated March 12, 2019, to provide human resources consulting services; and

**WHEREAS**, the Parties executed a First Amendment to the Agreement (the “First Amendment”), effective June 30, 2019, to extend the term of the Agreement to September 30, 2019; and

**WHEREAS**, the Parties desire to amend the Agreement, as amended by the First Amendment, to extend the term to December 31, 2019; and

**WHEREAS**, the Parties desire to amend the Agreement, as amended by the First Amendment, to increase not to exceed compensation by seventy-five thousand dollars (\$75,000) to a total amount of not to exceed one hundred fifty thousand dollars (\$150,000); and

**WHEREAS**, the City Manager is authorized to execute this Second Amendment in a form approved by the City Attorney; and

**WHEREAS**, pursuant to Section 8.3 of the Agreement, the Parties may amend the Agreement only by writing signed by all the Parties.

**NOW, THEREFORE**, the Parties hereby agree as follows:

**1. Section 1.1. Term of Services.** This section of this Agreement is amended as follows with revisions in underline:

The term of this Agreement shall begin on the Effective Date in the Agreement and shall end on December 31, 2019, and Consultant shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the

services required by this Agreement shall not affect the City's right to terminate the Agreement, as referenced in Section 8.

**2. Section 2. Compensation.** This section of this Agreement is amended as follows with revisions in underline:

City hereby agrees to pay Consultant a sum not to exceed one hundred fifty thousand dollars (\$150,000) notwithstanding any contrary indications that may be contained in Consultant's proposal for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payment specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

3. With the exception of the foregoing, all other terms and conditions in the Agreement, as amended by the First Amendment, remain in force and effect.

**CITY OF UNION CITY**

**COOPERATIVE PERSONNEL SERVICES**

\_\_\_\_\_  
JOAN MALLOY  
CITY MANAGER

\_\_\_\_\_  
MELISSA ASHER  
SENIOR PRACTICE LEADER

ATTEST:

\_\_\_\_\_  
ANNA M. BROWN

CITY CLERK

APPROVED AS TO FORM:

KRISTOPHER J. KOKOTAYLO  
CITY ATTORNEY

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