

PROFESSIONAL SERVICES AGREEMENT

This Agreement is entered into by **City of University Park ("City"), Texas** and **Public Sector Personnel Consultants, Inc. ("PSPC")**, 1215 West Rio Salado Parkway Suite 109, Tempe, Arizona 85281 (National Office).

This Agreement is for PSPC to conduct a compensation study and incorporates PSPC's October 2018 proposal by reference. Steps and services include :

A management and employee communication plan; partnership with the City's Human Resources staff, City Manager, Council, and project designee(s); occupational, organizational, and operational familiarization; **EZ COMP™**; internal equity and external competitiveness evaluation; salary and benefits survey and competitiveness analysis; salary range recommendations; fiscal impact estimates and multiple implementation scenarios; updated compensation plans and one year of compensation plan implementation support for all included employees in all job classifications

CONTRACT DOCUMENTS

The City and PSPC agree that the Contract Documents shall consist of the following:

1. *This written Professional Services Agreement;*
2. *The City's bid documents for RFP# 2018-16;*
3. *The City's Terms and Conditions for Bidding;*
4. *PSPC's written response to RFP# 2018-16; and*
5. *Requirements for worker's compensation coverage and liability insurance*

These Contract Documents form the Professional Services Agreement and are a part of this Professional Services Agreement as if fully set forth herein. The Contract Documents are complementary and what is called for by one shall be as binding as if called for by all. In the event of an inconsistency in any of the provisions of the Contract Documents, the inconsistency shall be resolved by giving precedence to the Contract Documents in the order in which they are listed above

CONTRACT TIME ESTIMATE

The City and PSPC will partner to complete the study within 90 days. This agreement shall remain in effect until July 31, 2019.

CONTRACT COST ESTIMATE

The major project components will include:

- Project Planning Meetings,
- Salary and Benefits Compensation survey (up to 15 comparators with a minimum of 75 titles)
- From Surveys, Compensation Plan, Draft Reviews, Final Reports, Presentations

The cost for these components shall not exceed \$32,000.00.

Additional components of this project will include:

- PAQ Employee Briefing meetings, Position Classification, Titling – Not to Exceed \$7,500.00
- Updated Job Descriptions (\$100 each, maximum 30 descriptions) – Not to Exceed \$3,000.00

The total Not-to-Exceed amount for this contract shall be **\$42,500**. At no time shall the total contract exceed **\$42,500** without further approval and modification of this agreement.

CONTRACT BILLING AND PAYMENT

PSPC does not require any advance payments, and will provide monthly invoices for the professional services provided and out-of-pocket expenses incurred during the previous month. Expenses will be itemized and approved by City staff. The City will pay invoices within 30 days of receipt and approval by staff.

PSPC will send invoices to: payables@uptexas.org.

SEVERABILITY

That should any word, sentence, paragraph, subdivision, clause, phrase or section of this Agreement, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said agreement, which shall remain in full force and effect.

INDEMNIFICATION

THE SUCCESSFUL RESPONDENT ("CONTRACTOR") AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY CONTRACTOR'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE CONTRACTOR IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

CONTRACTOR AT ITS OWN EXPENSE IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OF ITS OWN ENTIRE DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.

VENUE

The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement. The parties agree that this Agreement is performable in Dallas County, and that exclusive venue shall lie in Dallas County.

TERMINATION

This Agreement may be terminated by either party with 30 days written notice.

ASSIGNMENT

The assignment of this Agreement by any party is prohibited without the prior written consent of the other Party.

AMENDMENT

Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

NOTICES

Any notices under this Agreement will be effective if transmitted to a Party by confirmed telecopy or via US Postal Service, postage prepaid, certified, to the address of the Party indicated below:

CITY OF UNIVERSITY PARK

Alicia Dorsey
Human Resources Director
City of University Park
3800 University Blvd.
University Park, TX 75205

PSPC

Matthew Weatherly
President
Public Sector Personnel Consultants, Inc.
1215 W. Rio Salado Parkway #109
Tempe, Arizona 85281

NO THIRD PARTY BENEFICIARIES

Nothing in this Agreement, express or implied, is intended to confer any rights, benefits, or remedies under or by reason of this agreement upon person or entity, other than the City and PSPC.


EFFECTIVE DATE

The effective date of this Professional Services Agreement will be the date of approval by the City Council of the City of University Park, Texas _____.

APPROVED FOR CITY OF UNIVERSITY PARK

By: _____
(Signature)
Name: _____
Title: _____
Date: _____

APPROVED FOR PUBLIC SECTOR PERSONNEL CONSULTANTS, INC.

By:  _____
(Signature)
Name: Matthew Weatherly
Title: President
Date: Nov 13, 2018