

**SECOND AMENDMENT TO AGREEMENT BETWEEN  
CITY OF TEMECULA AND COOPERATIVE PERSONNEL SERVICES DBA: CPS HR  
CONSULTING**

**EMPLOYEE TRAINING SERVICES**

**THIS SECOND AMENDMENT** is made and entered into as of **January 28, 2020** by and between the City of Temecula, a municipal corporation (hereinafter referred to as "City"), and **Cooperative Personnel Services DBA, CPS HR Consulting a Joint Powers Authority** (hereinafter referred to as "Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. This Amendment is made with the respect to the following facts and purposes:

a. On **October 1, 2018**, the City and Consultant entered into that certain Agreement entitled "Agreement for **Employee Training Services**," in the amount of **\$30,000.00**.

b. On **October 23, 2019**, the City and Consultant entered into that certain First Amendment entitled "First Amendment to Agreement for **Employee Training Services**", in the amount of **\$30,000.00**.

c. The parties now desire to increase the payment in the amount of **\$40,000.00**, and to amend the Agreement as set forth in this Amendment.

2. Section **4** of the Agreement entitled "**PAYMENT**" at paragraph "a" is hereby amended to read as follows:

The City agrees to pay Consultant monthly, in accordance with the payment rates and schedules and terms set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B, other than the payment rates and schedule of payment, are null and void. The **Second Amendment** amount shall not exceed **Forty Thousand Dollars and No Cents (\$40,000.00)**, for a total Agreement amount of **One Hundred Thousand Dollars and No Cents (\$100,000.00)**.

3. Exhibit "**B**" to the Agreement is hereby amended by adding thereto the items set forth on Attachment "**A**" to this Amendment, which is attached hereto and incorporated herein as though set forth in full.

4. Except for the changes specifically set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

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

**CITY OF TEMECULA**

**Cooperative Personnel Services DBA, CPS HR Consulting**

By: \_\_\_\_\_  
**James Stewart, Mayor**

By:  \_\_\_\_\_  
**Vicki Quintero-Brashear, Director of Products & Services**

**ATTEST:**

By: \_\_\_\_\_  
**Randi Johl, City Clerk**


By:  \_\_\_\_\_  
**Gerald Greenwell, Chief Executive officer**

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
**Peter M. Thorson, City Attorney**

**CONSULTANT**

**Cooperative Personnel Services DBA, CPS HR Consulting**  
\_\_\_\_\_  
**Karen Evans, Training Center Manager**  
\_\_\_\_\_  
**2450 Del Paso Rd, Suite 120**  
\_\_\_\_\_  
**Sacramento, CA 95834**  
\_\_\_\_\_  
**(916) 471-3341**  
\_\_\_\_\_  
**kevans@cpshr.us**

PM Initials:   
Date: 1/16/2020

# **Attachment A**

## **EXHIBIT B**

### **Payment Rates and Schedule**

*Cost for services shall be as per Consultant's outlines below proposal but in no event shall the total cost of services exceed **\$100,000.00** for the total term of the Agreement unless additional payment is approved as provided in the Payment section of this Agreement.*

#### **Pricing Form**

<b>Description/ Component</b>	<b>Unit</b>	<b>Quantity</b>	<b>Price Per Course</b>
Half-day (4 - hours) course	4 hours (half-day)		<b>\$3,450.00</b>
One -day (8-hours) course	8 hours (1 day)		<b>\$4,450.00</b>
Two-day course	16 hours (2 days)		<b>\$8,000.00</b>
Three-day course	24 hours (3 days)		<b>\$10,000.00</b>
<b>Sales Tax</b>			\$0
<b>Total•</b>			<b>Given Per Course</b>

\*Use the graph table above as a reference for pricing.

The City shall not reimburse awarded Proponent for local travel related expenses; therefore any such costs must be included in the rates set forth in Exhibit A. The City will, however, provide reimbursement for reasonable pre-approved travel out of area to include airfare and hotel reimbursement only. Proponents submitting expense reimbursement requests to the City shall include on their invoices detailed information including description, date of the expense, business purpose and amount. Travel related expenses (including hotels) shall be reimbursed at direct cost, but not to exceed the Federal per diem rate as established by the U.S. General Services Administration ([www.gsa.gov/perdiem](http://www.gsa.gov/perdiem)), plus applicable taxes. Proponent shall attach supporting documents substantiating all expenses such as itemized receipts, paid invoices, or paid credit card statements (if description has sufficient detail). Any requests for travel-related expense reimbursement must be pre-approved by the City and Director of Finance.