

RESOLUTION 15-137

**A RESOLUTION TO APPROVE A VENDOR TO PERFORM A
COMPENSATION/CLASSIFICATION STUDY FOR THE CITY OF
SPRING HILL**

WHEREAS, the City of Spring Hill adopted an Employee Handbook on April 19, 2011, with the adoption of Ordinance 11-02; and

WHEREAS, the City of Spring Hill wishes to provide a fair and equitable compensation and classification program for all employees; and

WHEREAS, the adopted Employee Handbook requires that a Compensation and Classification Plan be approved and updated; and

WHEREAS, implementation began January 2013 with the understanding that regular review and modifications would be necessary; and

WHEREAS, a Request for Proposals was advertised and with bids were received from qualified vendors on November 30, 2015; and

WHEREAS; City staff has reviewed all proposals and has made a recommendation to the Budget and Finance Advisory Committee.

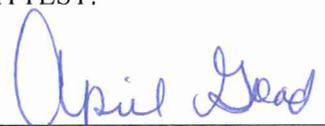
NOW, THEREFORE, BE IT RESOLVED, that the City of Spring Hill authorizes the award of contract for Classification & Compensation Study by Springsted at a cost not to exceed \$32,000.00, as recommended by the Budget and Finance Advisory Committee on December 14, 2015.

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 21st day of December, 2015.



Rick Graham, Mayor

ATTEST:



April Goad, City Recorder

LEGAL FORM APPROVED:



Patrick Carter, City Attorney

AGREEMENT

THIS AGREEMENT made and entered into this _____ day of January 2016, by and between the CITY OF SPRING HILL, TENNESSEE, hereinafter referred to as the "City", party of the first part, and SPRINGSTED INCORPORATED, hereinafter referred to as "Consultants", party of the second part,

WITNESSETH

WHEREAS, and in consideration of the mutual benefits accruing to the parties hereto, the Consultants hereby agree to perform all necessary professional management consultant services for completion of a Comprehensive Classification and Compensation Study described in the Proposal dated November 30, 2015, as attached, and upon the terms and conditions hereinafter provided:

1. That certain written proposal for preparation of an Employee Compensation and Classification Study for the City submitted by Consultants becomes a part of this contract and is hereinafter referred to as "Scope of Service", a copy of which is attached hereto and made a part hereof.
2. Consultants' compensation for the services as outlined in the Scope of Services, shall be made upon certified billing and progress reports to be made monthly to the City by Consultants for work performed during the preceding month, with payment to be made by the City within thirty (30) days from receipt of such billing. The cost to the City under this contract of said proposal will not exceed the sum of \$27,875, plus direct out-of-pocket expenses not to exceed \$3,200.
3. Consultants shall make available all data, notes and memoranda completed during the study and upon completion of the study will forward such materials to the City for its use.
4. This Agreement may be terminated by either party upon seven (7) days' written notice should the other party fail substantially to perform in accordance with its terms, through no fault of the other.
5. All claims, disputes and other matters arising out of or relating to this Agreement or the breach hereof shall be governed by the laws of the State of Tennessee. Venue shall be in Williamson County, Tennessee.
6. (a) During the performance of this contract, the Consultants agree not to discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment except where there bona fide occupational qualification reasonably necessary to the normal operation of the contractor. Notices setting forth

the above language shall be posted in conspicuous places, available to employees and applicants for employment.

- (b) The Consultants, in all solicitations or advertisements for employees placed by or on their behalf, will state that they are an equal opportunity employer.
 - (c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the above requirements.
 - (d) The Consultants will include the provisions of paragraphs (a), (b) and (c) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
7. Consultant's federal identification number is 41-1754318.
8. During the performance of this contract, Consultants agrees to (i) provide a drug-free workplace for their employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees that they maintain a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
9. The Consultants do not, and shall not during the performance of this contract, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

Approved as to form:

CITY OF SPRING HILL, TENNESSEE

By: _____

SPRINGSTED INCORPORATED

By: _____