

**CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF EL CERRITO AND
MANAGEMENT PARTNERS, INC.**

THIS AGREEMENT for consulting services is made by and between the City of El Cerrito ("City") and Management Partners, Inc. ("Consultant") (together referred to as the "Parties") as of September 11, 2019 (the "Effective Date").

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached as Exhibit A, and incorporated herein, at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on May 30, 2020, 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.
- 1.2 **Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement according to the standards observed by a competent practitioner of the profession in which Consultant is engaged.
- 1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Consultant's obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed \$32,500 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 payments 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.

2.1 **Invoices.** Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- The Consultant's signature;

2.2 **Payment.** City shall make payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.

2.3 **Final Payment.** City shall pay the last portion of the total sum due pursuant to this Agreement within 60 days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.

2.4 **Total Payment.** City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

2.5 **Hourly Fees.** ~~Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit B.~~

2.7 **Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

- 2.8 **Payment upon Termination.** In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets to verify costs incurred to that date.
- 2.9 **Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Consultant, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work to the City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence that such insurance is in effect to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

- 4.1 **Workers' Compensation.** Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than \$1,000,000 per accident. In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or the

Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

4.2 **Commercial General and Automobile Liability Insurance.**

- 4.2.1 **General requirements.** Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than \$1,000,000 per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.
- 4.2.2 **Minimum scope of coverage.** Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition), Code 1 (any auto). No endorsement shall be attached limiting the coverage.
- 4.2.3 **Additional requirements.** Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:
- a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
 - b. City, its officers, officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired, or borrowed by the Consultant
 - c. For any claims related to this Agreement or the work hereunder, the Consultant's insurance covered shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

- d. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days' prior written notice has been provided to the City.

4.3 Professional Liability Insurance.

4.3.1 General requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than \$1,000,000] covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed \$150,000 per claim.

4.3.2 Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must purchase an extended period coverage for a minimum of five years after completion of work under this Agreement.
- d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

4.4 All Policies Requirements.

4.4.1 Acceptability of insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

4.4.2 Verification of coverage. Prior to beginning any work under this Agreement, Consultant shall furnish City with complete copies of all policies delivered to Consultant by the insurer, including complete copies of all endorsements attached to those policies. All copies of policies and endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the City does not receive the required insurance documents prior to the Consultant beginning work, it shall not waive the Consultant's obligation to provide them. The

City reserves the right to require complete copies of all required insurance policies at any time.

4.4.3 Deductibles and Self-Insured Retentions. Consultant shall disclose to and obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, employees, and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

4.4.4 Wasting Policies. No policy required by this Section 4 shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

4.4.5 Waiver of Subrogation. Consultant hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the consultant, its employees, agents, and subcontractors.

4.4.6 Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

4.5 Remedies. In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

Consultant shall indemnify, defend with counsel acceptable to City, and hold harmless City and its officers, officials, employees, agents and volunteers from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Consultant's performance of the Services or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the sole negligence or willful misconduct of City.

The Consultant's obligation to defend and indemnify shall not be excused because of the Consultant's inability to evaluate Liability or because the Consultant evaluates Liability and determines that the Consultant is not liable to the claimant. The Consultant must respond within 30 days, to the tender of any claim for defense and indemnity by the City, unless this time has been extended by the City. If the Consultant fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due the Consultant under and by virtue of this Agreement as shall reasonably be considered necessary by the City, may be retained by the City until disposition has been made of the claim or suit for damages, or until the Consultant accepts or rejects the tender of defense, whichever occurs first.

With respect to third party claims against the Consultant, the Consultant waives any and all rights of any type to express or implied indemnity against the Indemnitees.

Notwithstanding the forgoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code Section 2782, as may be amended from time to time, such duties of consultant to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Section 6. STATUS OF CONSULTANT.

- 6.1 Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and

all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

- 6.2 **Consultant Not an Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 **Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.
- 7.5 **Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

Section 8. TERMINATION AND MODIFICATION.

- 8.1 **Termination.** City may cancel this Agreement at any time and without cause upon written notification to Consultant.

Consultant may cancel this Agreement upon thirty days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

- 8.2 **Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

- 8.3 **Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.

- 8.4 **Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

- 8.5 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.

- 8.6 **Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall included, but not be limited to, the following:

8.6.1 Immediately terminate the Agreement;

- 8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
- 8.6.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or
- 8.6.4 Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 **Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.
- 9.2 **Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.3 **Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of 3 years after final payment under the Agreement.

Section 10. MISCELLANEOUS PROVISIONS.

- 10.1 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing

party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

- 10.2 **Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Contra Costa or in the United States District Court for the San Francisco District of California.
- 10.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.6 **Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7 **Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

Consultant hereby warrants that it is not now, nor has it been in the previous 12 months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code § 1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal

prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

- 10.8 **Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.9 **Contract Administration.** This Agreement shall be administered by Karen Pinkos ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.
- 10.10 **Notices.** Any written notice to Consultant shall be sent to:

Andrew Belknap, Regional Vice President
Management Partners, Inc.
1730 Madison Road,
Cincinnati, OH, 45206
513-861-5400

Any written notice to City shall be sent to:
Karen Pinkos, City Manager
City of El Cerrito
10890 San Pablo Avenue
El Cerrito, CA 94530
510-215-4301

- 10.12 **Integration.** This Agreement, including the scope of work attached hereto and incorporated herein represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

Exhibit A Scope of Services

- 10.13 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

[SIGNATURES ON FOLLOWING PAGE]

The Parties have executed this Agreement as of the Effective Date.

CITY OF EL CERRITO

Karen Pinkos, City Manager

CONSULTANT

Andrew S. Belknap, Regional Vice President

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT B
COMPENSATION SCHEDULE



September 11, 2019

Ms. Karen Pinkos
City Manager
City of El Cerrito
10890 San Pablo Avenue
El Cerrito, CA 94530

Dear Ms. Pinkos:

Management Partners is pleased to provide this proposal to the City of El Cerrito to assist with a full update of the Strategic Plan that we helped develop in 2013 and then updated in 2015. We look forward to assisting the City of El Cerrito as you continue to integrate and align services to achieve the community's vision.

As you know, Management Partners is a professional management consulting firm specializing in helping local government leaders. The firm is staffed with over 100 professionals who are experienced public service managers as well as qualified management consultants. Our consultants carry out a full range of projects for local government leaders including teambuilding, strategic planning, organization reviews, executive coaching, performance management, and development process reviews. Each assignment we undertake receives careful, professional attention and we take pride in the quality of our work. We are eager to assist El Cerrito and offer the following scope of work to engage stakeholders and develop an updated strategic plan for the City.

Project Approach

Based on our experience with strategic planning and our understanding of your needs, we have prepared a detailed plan of work. This framework is amenable to refinement to adapt it to your specific interests.

Our process provides for ongoing and meaningful collaboration between our team and the City. The process will be one that results in a product that the City's team and elected officials embrace. We will provide expert advice, facilitation and preparation of the strategic plan document and all of its component parts. Throughout the engagement, we will collaborate with you and your team to ensure the desired results are achieved.

Based on our prior conversation, we anticipate the following schedule for the strategic planning process.

- Gather information: *September through December*
- Conduct management team workshop: *January*
- Conduct Council workshop: *February or early March*
- Prepare strategic plan: *March*
- Conduct implementation action plan workshop: *April*

Activity 1 – Start Project and Review Background Materials

Management Partners will begin with an initial meeting with you and your department heads. During this meeting we will review our work plan and schedule for the strategic planning process as well as how they can anticipate being involved. Based on your feedback, we will adjust the process as needed.

This project start-up activity will form the basis of the partnership between Management Partners' team and the City. This initial planning meeting will afford the opportunity to share information, establish communication protocols and refine the schedule and work plan so that it is comfortably integrated with City staff's other work demands during the project. A revised work plan including specific tasks with milestones and dates will be prepared based on these initial discussions.

Activity 2 – Conduct Engagement Activities and Document Results

Management Partners gathers input in several ways.

1. Conduct interviews

We will interview members of the City Council and solicit their opinions about the following:

- Strengths, weaknesses/limitations, opportunities and threats (SWOT) in El Cerrito;
- Accomplishments of the City over the past five years; and
- Priorities for the next five years.

2. Facilitate focus groups

Management Partners will facilitate focus groups with key community stakeholders and staff. We anticipate holding four focus groups and will work with you and your team to identify the right mix of participations to ensure we obtain input from a variety of perspectives.

3. Design and administer a staff questionnaire

We will prepare a survey that asks department heads to provide input on current work, departmental and citywide priorities, and views on the current vision, mission and organizational values.

4. Support passive engagement and/or a town hall meeting

Staff will solicit additional input on what makes El Cerrito special and what residents desire for the future using tools and guidance provided by Management Partners. This engagement strategy involves gathering input at city facilities and community events.

5. Advise staff on updating environmental scan

Management Partners will provide advice to City staff about preparing an updated environmental scan. The environmental scan created five years ago will serve as a good base from which to work. We also have some helpful trend slides that we will provide to the City.

The results of this information gathering will be consolidated into a PowerPoint presentation for the first workshop, described in Activity 3. The information will also be used in the City Council workshop described in Activity 4.

Activity 3 – Prepare for and Facilitate Management Team Workshop

During this activity we will prepare for and facilitate a one-day workshop with you and your management team. The purpose of this workshop will be to set the foundation for the strategic plan and to prepare for the City Council workshop. The key tasks to be carried out involve the following:



1. **Coordinate logistics.** We will coordinate logistics including location, room setup and other aspects necessary to set the stage for a productive day for all participants.
2. **Prepare agenda and workshop materials.** We will prepare a detailed agenda as well as a briefing book for the workshop and review it with you and your team. The workshop may include the following components, subject to discussion:
 - Review the results of all engagement activities (e.g., Council interviews and focus groups, passive outreach efforts);
 - Review themes from staff questionnaire and National Community survey;
 - Review environmental scan;
 - Discuss vision, mission and values;
 - Determine multi-year goals and several measurable strategies for each goal for discussion with the Council; and
 - Determine how success will be measured for each of the goals.
3. **Facilitate workshop.** Our workshops are engaging and interactive and are designed to ensure full participation. We use a combination of facilitation techniques including small and large group discussions and typically change small groups at least once during the day to mix the participants. We will prepare a PowerPoint and handouts for distribution. The outcomes of the staff workshop will be used to prepare for the Council strategic planning workshop.

Activity 4 – Prepare for and Facilitate Council Strategic Planning Workshop

This half-day workshop will include the City Council and your executive team. To prepare for the workshop, the following tasks will be completed.

1. **Coordinate logistics.** We will coordinate with City staff about location and workshop logistics to ensure that the room arrangements are conducive to a productive workshop.
2. **Prepare agenda and workshop materials.** We will prepare a detailed agenda as well as a briefing book with workshop materials for the workshop and review it with you. The workshop may include the following components, subject to discussion with you:
 - Review the results of engagement activities and themes from National Community survey;
 - Review environmental scan;
 - Discuss or affirm vision, mission and values; and
 - Determine multi-year goals and several measurable strategies for each goal.

Activity 5 – Prepare Strategic Plan

Next, Management Partners will prepare a draft strategic plan. It will contain the following components:

- Process of creating the strategic plan;
- Key factors affecting the City of El Cerrito;
- Vision, mission, and values;
- Five or six multi-year goals;
- Several strategies for each goal;
- Success indicators for each goal; and
- Reporting and accountability mechanisms for the strategic plan.



We will ask for photos from the City to include in the strategic plan document. If desired, we will create a “strategic plan in brief” once the strategic plan is completed. It will be a subset of the strategic plan that could be used in various presentations.

We will review the draft with you and designated staff and make modifications as needed. A final strategic plan document will be prepared for City Council review and approval.

Optional Activity – Facilitate Implementation Plan Workshop and Prepare Plan

Once the strategic plan is approved, Management Partners will facilitate a half day workshop with the management team to create the fundamentals of an implementation plan for the strategies contained in the strategic plan. We will create a template to be used in this workshop, which will be interactive and engaging, working in small groups based on specific goals and strategies. The implementation plan will include important elements such as the following, to be refined in consultation with you.

- Key tasks,
- Timeline (start and completion dates),
- Resources needed and currently available (and sources),
- Staff assigned (including a lead person), and
- Milestones and success measures.

After the workshop, we will prepare a draft implementation plan. We will ask City staff to review it to ensure it contains all of the information needed and reflects the intended path to accomplish the identified goals. Once we have received feedback, we will finalize the implementation plan, which will become part of the strategic plan document. The plan will then be available for staff to use and update on a regular basis. It is considered a “living” document to be used for ongoing reporting and accountability. With City staff input, we will create an implementation dashboard that will ease this reporting and promote accountability.

Our Project Team

Management Partners has a strong project team that is well qualified to complete this work for the City of El Cerrito. This project will be a top priority for Management Partners and our team members will be available in whatever capacity and with whatever availability will contribute to the success of the project. The individuals on the team have experience with strategic planning. Nancy Hetrick will serve as project manager and facilitator. She will be supported by Mandy Brown and Claire Coleman. Brief qualifications of each team member are provided below. Other Management Partners team members will be available as needed.

Nancy Hetrick, Vice President

- Experienced facilitator with **expertise in teambuilding, strategic planning and facilitating problem-solving** and process improvement initiatives.
- Skilled in the areas of **organizational alignment and effectiveness, performance management, succession planning, organizational and process improvement.**
- Led the County of San Mateo’s Outcome-Based Management program and has supported local government clients with **the design and implementation of performance management systems.**



- Excellent facilitator and trainer who has **developed curriculum and conducted training** on a wide variety of topics and routinely facilitates priority-setting and **teambuilding workshops** for cities, counties and non-profit boards.
- Certified to administer the **Myers-Briggs Type Indicator (MBTI), DiSC, and other assessment tools**.
- Since her return to Management Partners in 2006, has led projects with local governments across the state.

Mandy Brown, Management Advisor

- Helps **facilitate strategic planning and process improvement workshops, develops and analyzes strategic planning community input surveys and employee satisfaction surveys**, conducts research and analyses, creates comprehensive mapping visualizations using GIS, assists in the development of performance measurement systems, and directs benchmarking research. Some of her strategic planning and facilitation engagements include:
 - Pleasanton, CA (multiple strategic plans)
 - Union City, CA (strategic planning with Council and staff)
 - Beverly Hills, CA (strategic planning, organization assessments)
 - San Rafael, CA (strategic planning)
- Conducts **complex financial and operational analyses** to support many different types of clients including organization reviews, **process improvement studies**, service sharing projects, and financial planning and budgeting studies.



Claire Coleman, Management Analyst

- Conducts **analyses and research on financial, organizational, and operational projects** for clients. Her analytical training includes **financial modeling** and regression analysis.
- Supports organizational assessments, peer comparison studies, and department merger analyses.
- Worked on government transportation contracts for a hospitality company and in business development at a software startup.
- **BA in Economics** and Russian Studies from Oberlin College. Wrote her thesis on post-Soviet national **income tax policies** and their impact on labor markets. She speaks Russian, Slovak, and Spanish.



Fee and Schedule

Management Partners estimates that 166 hours of management consulting assistance will be required to complete the project scope described above, not including the optional item. The ultimate test of a quality project is that the client is pleased with the results, and we are committed to achieving that goal.

The total cost is \$25,900 which includes all fees and expenses. If the optional activity to facilitate an implementation action plan workshop is desired, the total cost will increase to \$32,500. The table below shows the anticipated hours by activity.



ACTIVITY	HOURS
1 – Start Project and Review Background Materials	10
2 – Conduct Engagement Activities and Document Results	46
3 – Prepare for and Facilitate Management Team Workshop	50
4 – Prepare for and Facilitate Council Strategic Planning Workshop	30
5 – Prepare Strategic Plan	30
TOTAL	166
<i>OPTIONAL – Facilitate Implementation Plan Workshop and Prepare Plan</i>	40
TOTAL with Optional Activity	206

Conclusion

We look forward to working with the City of El Cerrito once again. We welcome the opportunity to provide any additional information that would be helpful. Please contact Nancy Hetrick at (408) 674-3369 or me if you have any questions about our proposal. Thank you for your consideration.

Sincerely,



Andrew S. Belknap
Regional Vice President

Accepted for the City of El Cerrito by:

Name: Karen Pinkos

Title: City Manager

Date: 9/17/2019

Is the Optional Activity included for a total of \$32,500? [☒] Yes [☐] No

