

CONSULTANT AGREEMENT

City Manager's Office
701 Laurel St., Menlo Park, CA 94025
tel 650-330-6620



Agreement #: 002624

AGREEMENT FOR SERVICES BETWEEN THE CITY OF MENLO PARK AND THE CONSULTING TEAM, LLC

THIS AGREEMENT made and entered into at Menlo Park, California, this 2 day of April, 2019, by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as "CITY," and THE CONSULTING TEAM, LLC, hereinafter referred to as "FIRST PARTY."

WITNESSETH:

WHEREAS, CITY desires to retain FIRST PARTY to provide certain professional services for CITY in connection with that certain project called: 2018-19 Executive Management Professional Development

WHEREAS, FIRST PARTY is licensed to perform said services and desires to and does hereby undertake to perform said services.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, PROMISES AND CONDITIONS of each of the parties hereto, it is hereby agreed as follows:

1. SCOPE OF WORK

In consideration of the payment by CITY to FIRST PARTY, as hereinafter provided, FIRST PARTY agrees to perform all the services as set forth in Exhibit "A," Scope of Services.

2. SCHEDULE FOR WORK

FIRST PARTY's proposed schedule for the various services required pursuant to this agreement will be as set forth in Exhibit "A," Scope of Services. CITY will be kept informed as to the progress of work by written reports, to be submitted monthly or as otherwise required in Exhibit "A." Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents or other events beyond the control of the other, or the other's employees and agents.

FIRST PARTY shall commence work immediately upon receipt of a "Notice to Proceed" from CITY. The "Notice to Proceed" date shall be considered the "effective date" of the agreement, as used herein, except as otherwise specifically defined. FIRST PARTY shall complete all the work and deliver to CITY all project related files, records, and materials within one month after completion of all of FIRST PARTY's activities required under this agreement.

3. PROSECUTION OF WORK

FIRST PARTY will employ a sufficient staff to prosecute the work diligently and continuously and will complete the work in accordance with the schedule of work approved by the CITY. (See Exhibit "A," Scope of Services).

4. COMPENSATION AND PAYMENT

- A. CITY shall pay FIRST PARTY an all-inclusive fee that shall not exceed \$19,000.00 as described in Exhibit "A," Scope of Services. This compensation shall be based on the rates described in Exhibit "A." All payments, including fixed hourly rates, shall be inclusive of all indirect and direct charges to the Project incurred by FIRST PARTY. The CITY reserves the right to withhold payment if the City determines that the quantity or quality of the work performed is unacceptable.
- B. FIRST PARTY's fee for the services as set forth herein shall be considered as full compensation for all indirect and direct personnel, materials, supplies and equipment, and services incurred by FIRST PARTY and used in carrying out or completing the work.
- C. Payments shall be monthly for the invoice amount or such other amount as approved by CITY. As each payment is due, the FIRST PARTY shall submit a statement describing the services performed to CITY. This statement shall include, at a minimum, the project title, agreement number, the title(s) of personnel performing work, hours spent, payment rate, and a listing of all reimbursable costs. CITY shall have the discretion to approve the invoice and the work completed statement. Payment shall be for the invoice amount or such other amount as approved by CITY.
- D. Payments are due upon receipt of written invoices. CITY shall have the right to receive, upon request, documentation substantiating charges billed to CITY. CITY shall have the right to perform an audit of the FIRST PARTY's relevant records pertaining to the charges.

5. EQUAL EMPLOYMENT OPPORTUNITY

- A. FIRST PARTY, with regard to the work performed by it under this agreement shall not discriminate on the grounds of race, religion, color, national origin, sex, handicap, marital status or age in the retention of sub-consultants, including procurement of materials and leases of equipment.
- B. FIRST PARTY shall take affirmative action to insure that employees and applicants for employment are treated without regard to their race, color, religion, sex, national origin, marital status or handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training including apprenticeship.
- C. FIRST PARTY shall post in prominent places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- D. FIRST PARTY shall state that all qualified applications will receive consideration for employment without regard to race, color, religion, sex, national origin, marital status or handicap.
- E. FIRST PARTY shall comply with Title VI of the Civil Rights Act of 1964 and shall provide such reports as may be required to carry out the intent of this section.
- F. FIRST PARTY shall incorporate the foregoing requirements of this section in FIRST PARTY's agreement with all sub-consultants.

6. ASSIGNMENT OF AGREEMENT AND TRANSFER OF INTEREST

- A. FIRST PARTY shall not assign this agreement, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the CITY thereto, provided, however, that claims for money due or to become due to the FIRST PARTY from the CITY under this agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of an intended assignment or transfer shall be furnished promptly to the CITY.
- B. In the event there is a change of more than 30 percent of the stock ownership or ownership in FIRST PARTY from the date of this agreement is executed, then CITY shall be notified before the date of said change of stock ownership or interest and CITY shall have the right, in event of such change in stock ownership or interest, to terminate this agreement upon notice to FIRST PARTY. In the event CITY is not notified of any such change in stock ownership or interest, then upon knowledge of same, it shall be deemed that CITY has terminated this agreement.

7. INDEPENDENT WORK CONTROL

It is expressly agreed that in the performance of the service necessary for compliance with this agreement, FIRST PARTY shall be and is an independent contractor and is not an agent or employee of CITY. FIRST PARTY has and shall retain the right to exercise full control and supervision of the services and full control over the employment, direction, compensation and discharge of all persons assisting FIRST PARTY in the performance of FIRST PARTY's services hereunder. FIRST PARTY shall be solely responsible for its own acts and those of its subordinates and employees.

8. CONSULTANT QUALIFICATIONS

It is expressly understood that FIRST PARTY is licensed and skilled in the professional calling necessary to perform the work agreed to be done by it under this agreement and CITY relies upon the skill of FIRST PARTY to do and perform said work in a skillful manner usual to the profession. The acceptance of FIRST PARTY's work by CITY does not operate as a release of FIRST PARTY from said understanding.

9. NOTICES

All notices hereby required under this agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid or by overnight courier service. Notices required to be given to CITY shall be addressed as follows:

Nick Pegueros
 City Manager's Office
 City of Menlo Park
 701 Laurel St.
 Menlo Park, CA 94025
 650-330-6619
 nmpegueros@menlopark.org

Notices required to be given to FIRST PARTY shall be addressed as follows:

Marilyn Manning, Ph.D
 The Consulting Team, LLC
 965 Mountain View Ave.
 Mountain View, CA 94040
 650-464-6024
 m@theconsultingteam.com

Provided that any party may change such address by notice, in writing, to the other party and thereafter notices shall be addressed and transmitted to the new address.

10. HOLD HARMLESS

The FIRST PARTY shall defend, indemnify and hold harmless the CITY, its subsidiary agencies, their officers, agents, employees and servants from all claims, suits or actions that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the FIRST PARTY brought for, or on account of, injuries to or death of any person or damage to property resulting from the performance of any work required by this agreement by FIRST PARTY, its officers, agents, employees and servants. Nothing herein shall be construed to require the FIRST PARTY to defend, indemnify or hold harmless the CITY, its subsidiary agencies, their officers, agents, employees and servants against any responsibility to liability in contravention of Section 2782.8 of the California Civil Code.

11. INSURANCE

- A. FIRST PARTY shall not commence work under this agreement until all insurance required under this Section has been obtained and such insurance has been approved by the City, with certificates of insurance evidencing the required coverage.
- B. There shall be a contractual liability endorsement extending the FIRST PARTY's coverage to include the contractual liability assumed by the FIRST PARTY pursuant to this agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the CITY, at the address shown in Section 9, of any pending cancellation of the policy. FIRST PARTY shall notify CITY of any pending change to the policy. All certificates shall be filed with the City.
1. Workers' compensation and employer's liability insurance:
The FIRST PARTY shall have in effect during the entire life of this agreement workers' compensation and Employer's Liability Insurance providing full statutory coverage. In signing this agreement, the FIRST PARTY makes the following certification, required by Section 18161 of the California Labor Code: "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this agreement" (not required if the FIRST PARTY is a Sole Proprietor).
 2. Liability insurance:
The FIRST PARTY shall take out and maintain during the life of this agreement such Bodily Injury Liability and Property Damage Liability Insurance (Commercial General Liability Insurance) on an occurrence basis as shall protect it while performing work covered by this agreement from any and all claims for damages for bodily injury, including accidental death, as well as claims for property damage which may arise from the FIRST PARTY's operations under this agreement, whether such operations be by FIRST PARTY or by any sub-consultant or by anyone directly or indirectly employed by either of them. The amounts of such insurance shall be not less than one million dollars (\$1,000,000) per occurrence and one million dollars (\$1,000,000) in aggregate, or one million dollars (\$1,000,000) combined single limit bodily injury and property damage for each occurrence. FIRST PARTY shall provide the CITY with acceptable evidence of coverage, including a copy of all declarations of coverage exclusions. FIRST PARTY shall maintain Automobile Liability Insurance pursuant to this agreement in an amount of not less than one million dollars (\$1,000,000) for each accident combined single limit or not less than one million dollars (\$1,000,000) for any one (1) person, and one million dollars (\$1,000,000) for any one (1) accident, and Three Hundred Thousand Dollars, (\$300,000) property damage.
 3. Professional liability insurance:
FIRST PARTY shall maintain a policy of professional liability insurance, protecting it against claims arising out of the negligent acts, errors, or omissions of FIRST PARTY pursuant to this agreement, in the amount of not less than one million dollars (\$1,000,000) per claim and in the aggregate. Said professional liability insurance is to be kept in force for not less than one (1) year after completion of services described herein.
- C. CITY and its subsidiary agencies, and their officers, agents, employees and servants shall be named as additional insured on any such policies of Commercial General Liability and Automobile Liability Insurance, (but not for the Professional Liability and workers' compensation), which shall also contain a provision that the insurance afforded thereby to the CITY, its subsidiary agencies, and their officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if the CITY, its subsidiary agencies and their officers and employees have other insurance against a loss covered by a policy, such other insurance shall be excess insurance only.
- D. In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, CITY, at its option, may, notwithstanding any other provision of this agreement to the contrary, immediately declare a material breach of this agreement and suspend all further work pursuant to this agreement.
- E. Before the execution of this agreement, any deductibles or self-insured retentions must be declared to and approved by CITY.

12. PAYMENT OF PERMITS/LICENSES

Contractor shall obtain any license, permit, or approval if necessary from any agency whatsoever for the work/services to be performed, at his/her own expense, before commencement of said work/services or forfeit any right to compensation under this agreement.

13. RESPONSIBILITY AND LIABILITY FOR SUB-CONSULTANTS AND/OR SUBCONTRACTORS

Approval of or by CITY shall not constitute nor be deemed a release of responsibility and liability of FIRST PARTY or its sub-consultants and/or subcontractors for the accuracy and competency of the designs, working drawings, specifications or other documents and work, nor shall its approval be deemed to be an assumption of such responsibility by CITY for any defect in the designs, working drawings, specifications or other documents prepared by FIRST PARTY or its sub-consultants and/or subcontractors.

14. OWNERSHIP OF WORK PRODUCT

Work products of FIRST PARTY for this project, which are delivered under this agreement or which are developed, produced and paid for under this agreement, shall become the property of CITY. The reuse of FIRST PARTY's work products by City for purposes other than intended by this agreement shall be at no risk to FIRST PARTY.

15. REPRESENTATION OF WORK

Any and all representations of FIRST PARTY, in connection with the work performed or the information supplied, shall not apply to any other project or site, except the project described in Exhibit "A" or as otherwise specified in Exhibit "A."

16. TERMINATION OF AGREEMENT

- A. CITY may give thirty (30) days written notice to FIRST PARTY, terminating this agreement in whole or in part at any time, either for CITY's convenience or because of the failure of FIRST PARTY to fulfill its contractual obligations or because of FIRST PARTY's change of its assigned personnel on the project without prior CITY approval. Upon receipt of such notice, FIRST PARTY shall:
1. Immediately discontinue all services affected (unless the notice directs otherwise); and
 2. Deliver to the CITY all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated or produced by FIRST PARTY in performing work under this agreement, whether completed or in process.
- B. If termination is for the convenience of CITY, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.
- C. If the termination is due to the failure of FIRST PARTY to fulfill its agreement, CITY may take over the work and prosecute the same to completion by agreement or otherwise. In such case, FIRST PARTY shall be liable to CITY for any reasonable additional cost occasioned to the CITY thereby.
- D. If, after notice of termination for failure to fulfill agreement obligations, it is determined that FIRST PARTY had not so failed, the termination shall be deemed to have been effected for the convenience of the CITY. In such event, adjustment in the contract price shall be made as provided in Paragraph B of this Section.
- E. The rights and remedies of the CITY provided in this Section are in addition to any other rights and remedies provided by law or under this agreement.
- F. Subject to the foregoing provisions, the CITY shall pay FIRST PARTY for services performed and expenses incurred through the termination date.

17. INSPECTION OF WORK

It is FIRST PARTY's obligation to make the work product available for CITY's inspections and periodic reviews upon request by CITY.

18. COMPLIANCE WITH LAWS

It shall be the responsibility of FIRST PARTY to comply with all State and Federal Laws applicable to the work and services provided pursuant to this agreement, including but not limited to compliance with prevailing wage laws, if applicable.

19. BREACH OF AGREEMENT

- A. This agreement is governed by applicable federal and state statutes and regulations. Any material deviation by FIRST PARTY for any reason from the requirements thereof, or from any other provision of this agreement, shall constitute a breach of this agreement and may be cause for termination at the election of the CITY.
- B. The CITY reserves the right to waive any and all breaches of this agreement, and any such waiver shall not be deemed a waiver of any previous or subsequent breaches. In the event the CITY chooses to waive a particular breach of this agreement, it may condition same on payment by FIRST PARTY of actual damages occasioned by such breach of agreement.

20. SEVERABILITY

The provisions of this agreement are severable. If any portion of this agreement is held invalid by a court of competent jurisdiction, the remainder of the agreement shall remain in full force and effect unless amended or modified by the mutual consent of the parties.

21. CAPTIONS

The captions of this agreement are for convenience and reference only and shall not define, explain, modify, limit, exemplify, or aid in the interpretation, construction, or meaning of any provisions of this agreement.

22. LITIGATION OR ARBITRATION

In the event that suit or arbitration is brought to enforce the terms of this agreement, the prevailing party shall be entitled to litigation costs and reasonable attorneys' fees. The Dispute Resolution provisions are set forth on Exhibit "B," 'Dispute Resolution' attached hereto and by this reference incorporated herein.

23. RETENTION OF RECORDS

Contractor shall maintain all required records for three years after the City makes final payment and all other pending matters are closed, and shall be subject to the examination and /or audit of the City, a federal agency, and the state of California.

24. TERM OF AGREEMENT

This agreement shall remain in effect for the period of April 1, 2019 through June 30, 2019 unless extended, amended, or terminated in writing by CITY.

25. ENTIRE AGREEMENT

This document constitutes the sole agreement of the parties hereto relating to said project and states the rights, duties, and obligations of each party as of the document's date. Any prior agreement, promises, negotiations, or representations between parties not expressly stated in this document are not binding. All modifications, amendments, or waivers of the terms of this agreement must be in writing and signed by the appropriate representatives of the parties to this agreement.

26. STATEMENT OF ECONOMIC INTEREST

Consultants, as defined by Section 18701 of the Regulations of the Fair Political Practices Commission, Title 2, Division 6 of the California Code of Regulations, are required to file a Statement of Economic Interests with 30 days of approval of a contract services agreement with the City of its subdivisions, on an annual basis thereafter during the term of the contract, and within 30 days of completion of the contract.

Based upon review of the Consultant's Scope of Work and determination by the City Manager, it is determined that Consultant IS NOT required to file a Statement of Economic Interest. A statement of Economic Interest shall be filed with the City Clerk's office no later than 30 days after the execution of the agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

FOR FIRST PARTY:

Marilyn Manning
Signature

3/26/19
Date

Marilyn Manning, The Consulting Team, LLC
Printed name

owner
Title

54-2108497
Tax ID#

APPROVED AS TO FORM:

[Signature]
William L. McClure, City Attorney

4/1/19
Date

FOR CITY OF MENLO PARK:

[Signature]
Starla Jerome-Robinson, City Manager

4/2/19
Date

ATTEST:

[Signature]
Judi A. Herren, City Clerk

4/5/19
Date

EXHIBIT "A" – SCOPE OF SERVICES

A1. SCOPE OF WORK

FIRST PARTY agrees to provide consultant services for CITY's City Manager's Office. In the event of any discrepancy between any of the terms of the FIRST PARTY's proposal and those of this agreement, the version most favorable to the CITY shall prevail. FIRST PARTY shall provide the following services:

Provide general consultant services for projects as determined by the CITY. The detailed scope of work for each task the CITY assigns the consultant shall be referred to as Exhibit A -1, which will become part of this agreement. A notice to proceed will be issued separately for each separate scope of work agreed to between the CITY and FIRST PARTY.

FIRST PARTY agrees to perform these services as directed by the CITY in accordance with the standards of its profession and CITY's satisfaction.

A2. COMPENSATION

CITY hereby agrees to pay FIRST PARTY at the rates to be negotiated between FIRST PARTY and CITY as detailed in Exhibit A-1. The actual charges shall be based upon (a) FIRST PARTY's standard hourly rate for various classifications of personnel; (b) all fees, salaries and expenses to be paid to engineers, consultants, independent contractors, or agents employed by FIRST PARTY; and shall (c) include reimbursement for mileage, courier and plan reproduction. The total fee for each separate Scope of Work agreed to between the CITY and FIRST PARTY shall not exceed the amount shown in Exhibit A-1.

FIRST PARTY shall be paid within thirty (30) days after approval of billing for work completed and approved by the CITY. Invoices shall be submitted containing all information contained in Section A5 below. In no event shall FIRST PARTY be entitled to compensation for extra work unless an approved change order, or other written authorization describing the extra work and payment terms, has been executed by CITY before the commencement of the work.

A3. SCHEDULE OF WORK

FIRST PARTY'S proposed schedule for the various services required will be set forth in Exhibit A-1.

A4. CHANGES IN WORK -- EXTRA WORK

In addition to services described in Section A1, the parties may from time to time agree in writing that FIRST PARTY, for additional compensation, shall perform additional services including but not limited to:

- Change in the services because of changes in scope of the work.
- Additional tasks not specified herein as required by the CITY.

The CITY and FIRST PARTY shall agree in writing to any changes in compensation and/or changes in FIRST PARTY's services before the commencement of any work. If FIRST PARTY deems work he/she has been directed to perform is beyond the scope of this agreement and constitutes extra work, FIRST PARTY shall immediately inform the CITY in writing of the fact. The CITY shall make a determination as to whether such work is in fact beyond the scope of this agreement and constitutes extra work. In the event that the CITY determines that such work does constitute extra work, it shall provide compensation to the FIRST PARTY in accordance with an agreed cost that is fair and equitable. This cost will be mutually agreed upon by the CITY and FIRST PARTY. A supplemental agreement providing for such compensation for extra work shall be negotiated between the CITY and the FIRST PARTY. Such supplemental agreement shall be executed by the FIRST PARTY and may be approved by the City Manager upon recommendation of the Assistant City Manager.

A5. BILLINGS

FIRST PARTY's bills shall include the following information: A brief description of services performed, project title and the agreement number; the date the services were performed; the number of hours spent and by whom; the current contract amount; the current invoice amount; Except as specifically authorized by CITY, FIRST PARTY shall not bill CITY for duplicate services performed by more than one person. In no event shall FIRST PARTY submit any billing for an amount in excess of the maximum amount of compensation provided in Section A2.

The expenses of any office, including furniture and equipment rental, supplies, salaries of employees, telephone calls, postage, advertising, and all other expenses incurred by FIRST PARTY in the performances of this agreement shall be incurred at the FIRST PARTY's discretion. Such expenses shall be FIRST PARTY's sole financial responsibility.

EXHIBIT "B" - DISPUTE RESOLUTION

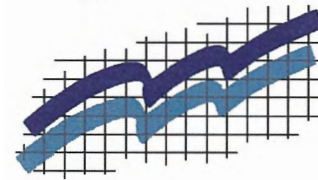
- B1.0** All claims, disputes and other matters in question between the FIRST PARTY and CITY arising out of, or relating to, the contract documents or the breach thereof, shall be resolved as follows:
- B2.0 Mediation**
- B2.1** The parties shall attempt in good faith first to mediate such dispute and use their best efforts to reach agreement on the matters in dispute. After a written demand for non-binding mediation, which shall specify in detail the facts of the dispute, and within ten (10) days from the date of delivery of the demand, the matter shall be submitted to a mutually agreeable mediator. The Mediator shall hear the matter and provide an informal opinion and advice, none of which shall be binding upon the parties, but is expected by the parties to help resolve the dispute. Said informal opinion and advice shall be submitted to the parties within twenty (20) days following written demand for mediation. The Mediator's fee shall be shared equally by the parties. If the dispute has not been resolved, the matter shall be submitted to arbitration in accordance with Paragraph B3.1.
- B3.0 Arbitration**
- B3.1** Any dispute between the parties that is to be resolved by arbitration as provided in Paragraph B2.1 shall be settled and decided by arbitration conducted by the American Arbitration Association in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, as then in effect, except as provided below. Any such arbitration shall be held before three arbitrators who shall be selected by mutual agreement of the parties; if agreement is not reached on the selection of the arbitrators within fifteen (15) days, then such arbitrator(s) shall be appointed by the presiding Judge of the court of jurisdiction of the agreement.
- B3.2** The provisions of the Construction Industry Arbitration Rules of the American Arbitration Association shall apply and govern such arbitration, subject, however to the following:
- B3.3** Any demand for arbitration shall be writing and must be made within a reasonable time after the claim, dispute or other matter in question as arisen. In no event shall the demand for arbitration be made after the date that institution of legal or equitable proceedings based on such claim, dispute or other matter would be barred by the applicable statute of limitations.
- B3.4** The arbitrator or arbitrators appointed must be former or retired judges, or attorneys at law with last ten (10) years' experience in construction litigation.
- B3.5** All proceedings involving the parties shall be reported by a certified shorthand court reporter, and written transcripts of the proceedings shall be prepared and made available to the parties.
- B3.6** The arbitrator or arbitrators must be made within and provide to the parties factual findings and the reasons on which the decisions of the arbitrator or arbitrators is based.
- B3.7** Final decision by the arbitrator or arbitrators must be made within ninety (90) days from the date of the arbitration proceedings are initiated.
- B3.8** The prevailing party shall be awarded reasonable attorneys' fees, expert and non-expert witness costs and expenses, and other costs and expenses incurred in connection with the arbitration, unless the arbitrator or arbitrators for good cause determine otherwise.
- B3.9** Costs and fees of the arbitrator or arbitrators shall be borne by the non-prevailing party, unless the arbitrator or arbitrators for good cause determine otherwise.
- B3.10** The award or decision of the arbitrator or arbitrators, which may include equitable relief, shall be final, and judgment may be entered on it in accordance with applicable law in any court having jurisdiction over the matter.

City of Menlo Park

Professional Consulting and Coaching Services for City of Menlo Park

March 18, 2019

Presented by: The Consulting Team, LLC



Primary Contact: Marilyn Manning, Ph.D

945 Mountain View Ave.
Mountain View, CA 94040

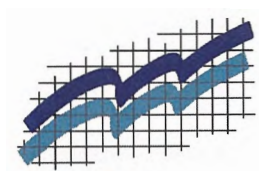
Phone: 650-965-3663

Cell: 650-464-6024

Fax: 650-965-3668

Email: M@TheConsultingTeam.com

Website: www.theconsultingteam.com



The Consulting Team, LLC

945 Mountain View Ave.

Mountain View, CA 94040

Phone: 650-965-3663 • Fax: 650-965-3668

m@TheConsultingTeam.com • www.TheConsultingTeam.com

March 18, 2019

The Consulting Team, LLC, is a Mountain View based woman-owned small business. Dr. Manning and her associates help individuals, organizations and teams become more efficient and effective at developing employees and leaders through consulting and coaching. Over 95% of our business is from existing customers or referrals. We have helped government agencies and private companies solve challenging organizational problems and increase employee engagement and development for over twenty years. Our clients include over fifty cities, six counties, city councils, numerous boards, and over fifty private companies. We believe in community service and are active volunteers, serving on boards.

We provide organizational and leader assessments, collaborative conflict resolutions, executive and management coaching, facilitation, and team building. We have a diverse team of seasoned and enthusiastic consultants and coaches with broad experience in city government.

We will be delighted to provide you with the coaching work that your new City Manager, Starla Jerome-Robinson, would like to undertake over the next two years.

Phase 1 - Initial assessment

City Manager – The Consulting Team (TCT) will work with the City Council to develop performance goals for the new City Manager and assist the Council in preparing Starla Jerome-Robinson’s performance evaluation process. This includes the preparation and design, with Starla providing the job description and a self-evaluation of what’s she’s done and the future goals and performance plan that she sends to Council after she reviews it with TCT. Then, TCT holds individual interviews with council members followed by a closed session with Council and City Manager to finalize her performance plan and evaluation process, goals and timelines, and how to track its success.

The services provided for the goal-planning and evaluation process will be billed hourly, according to Appendix D, and shall not exceed \$10,000.

Executive Team - TCT will interview each member of the City’s executive team (Assistant City Manager, Assistant to the City Manager, Administrative Services Director, Community Development Director, Community Services Director,

Library Services Director, Police Chief, and Public Works Director) to identify their individual development opportunities for the coming year. These interviews will be confidential. We would then debrief the City Manager with our findings, in aggregate, and work with the City Manager to finalize our executive team development work plan for Phase 2. We will also provide the executive team with a presentation of our initial assessment and outline the work plan for Phase 2. TCT will also conduct a communication training showing how to apply the DiSC styles and including diversity to enhance communication skills and team dynamics.

The services provided as part of this assessment will be billed hourly, according to Appendix D, and shall not exceed \$9,000.

Phase 2 – Executive Team Development Work Plan for 2019

The focus of Phase 2 is to enhance skills of the executive team as a cohesive body united to further the City's overall goals. This will occur in two distinct training formats that will be refined in coordination with the City Manager as part of Phase 1.

Group training - We propose a series of sessions that each last three hours spaced 2-3 weeks apart for the executive team in direct support of the Menlo PERK Action Plan. We would have each of our four consultants facilitate the sessions that fit their unique expertise. This gives your leaders an opportunity to see which consultant they would like as a coach.

The budget for this service has to be determined.

1. Change and Meeting management: team and one-on-one best practices focused on accountability and professional development
2. Organization culture: mission, vision, values as they relate to value-based leadership behaviors and agreements
3. Building Trust and Credibility with each other, The Council, and staff

Individual coaching – We would follow up with initial individual executive coaching sessions. Each leader can choose areas where they would like to focus with some general guidance from the City Manager. This will help executive team members cascade effective leadership and communication throughout the organization. Coaching will also help the executive team embrace their critical role in leading as one group and taking ownership for the entire City organization and broader community.

The budget for this service has to be determined.

Phase 3 – Management Team Development

The focus of Phase 3 is to help strengthen overall teamwork and alignment of the City's management team to better lead, grow, and propel the City's performance. The

management team is comprised of approximately 16 members serving as assistant department heads and division managers.

Group training - We propose offering the full management team a series of leadership sessions on similar topics as the executive management team. We will also continue the process to identify systems or processes in the City that keep people stuck in old and/or unproductive behaviors.

The budget for this service has to be determined.

Individual coaching - On the determination of the City Manager, select members of the City's management team will be offered the opportunity for individual coaching.

The budget for this service has to be determined.

Additional services:

Annual executive and management team retreat – We will facilitate the executive and management teams' retreat to build on the work completed in Phases 2 and 3. The annual retreat is a focused off-site that allows the team to step away from their office demands and focus exclusively on team building.

The date of and budget for the retreat is to be determined.

Annual City Council Goal Setting – We will facilitate the City Council's annual goal setting session with awareness of the various activities outlined in this proposal to help the City Council, City Manager, and the executive team align during the critical goal setting process.

The budget for this service has to be determined.

We look forward to this opportunity to work with you. What follows is further information about our services.

Warm regards,

Marilyn Manning, Ph.D.
Owner, The Consulting Team (TCT)

Statement of Qualifications and Experience for City of Menlo Park

The Consulting Team, LLC can provide the City of Menlo Park a one-stop shop for the requested consulting, coaching, and facilitation services. Each of our associates has over twenty years in employee development, executive coaching, assessments, organizational development, conflict resolution, team building and retreat facilitation. We are also certified to offer DiSC style assessment and EQ360 (Emotional Intelligence) feedback. While the majority of our clients are in the public sector, we provide similar services to the private sector, allowing us to use state-of-the-art tools.

Dr. Marilyn Manning, a Ph.D. business psychologist, has a depth of experience in dispute and conflict resolution, as well as in executive coaching. She has successfully resolved many cases, including conflicts between individuals and among teams, and disruptive, difficult people. She has a reputation for providing successful and expedient interventions in the most difficult situations. She will provide project oversight.

We have four associates who are seasoned coaches, consultants, and facilitators.

- Kathy Citron specializes in human resources issues including performance evaluations, team building, career development, and succession planning. She has facilitated strategic planning and goal setting for boards, commissions, and committees.
- Craig Harrison is a speaker, consultant and coach who has provided public sector clients with tools and confidence to communicate for success, both verbally and written. He has deep experience in teambuilding and in facilitating retreats with an emphasis on engagement and working across generations and departments.
- Stewart Levine has helped managers and leaders in communication skills, conflict resolution, relationship building, organizational change, emotional intelligence, behavioral agreements, and leadership. He has also facilitated strategic planning and goal setting sessions for city commissions, boards, and city departments.
- Victoria Smith-Raymond has coached, mentored and trained in the public sector for 20 years. She has facilitated boards, commissions, and executive teams in strategic planning and teamwork.

All of our services and processes are outcome and impact based. We pride ourselves on facilitating positive change for both individuals and organizations. We use the Appreciative Inquiry Approach, building on strengths and possibilities.

We have a unique methodology in executive coaching. We use the rich content from our trainings to provide leaders with practical tools, models and best practices. We give executives and managers homework so they can expedite honing their skills in the needed areas.

Coaching: There are many approaches to coaching executives. The Consulting Team uses three distinctive kinds; Performance Coaching, Developmental Coaching, and Transformative Coaching. A performance coach helps the client define outcomes and goals and to achieve results more efficiently and effectively through targeted coaching. A developmental coach explores what learning the client takes from the coaching and the change that takes place. Our fundamental intention is to create learning from more effective actions. A transformational coach works “deeper”. The client is guided to fresh perspectives by exploring underlying assumptions, beliefs, values, expectations, and personal attitudes that shape their experience of themselves, their world and other people. We employ each of these approaches as appropriate. Each coaching engagement is customized to meet an individual’s specific needs.

Sample individual coaching agenda for executives and managers:

Initial client meeting:

- Discuss background, culture and experience with the organization
- Identify current challenges and desired outcomes
- Review any past assessments, evaluations, and feedback
- Identify, if desired, who else might be interviewed for background
- Identify appropriate use of assessments: communication style (DiSC) and emotional intelligence (EQ360)

Second meeting with the client:

- Debrief survey results
- Set measurable outcomes, goals and timelines
- Introduce relevant templates and practice activities for skill building

Coaching sessions:

Conduct coaching sessions for an agreed upon number of sessions. Sessions can be in person, phone, or using Skype or FaceTime.

In summary, The Consulting Team has the personnel with skills and experience that will allow us to provide the City of Menlo Park with a wide range of coaching and professional development consulting services.

Appendix A: Resumes

Marilyn Manning, Ph.D., CEO

Marilyn is the founder and owner of The Consulting Team, LLC, a twenty year woman-owned organizational development, management consulting, and training firm specializing in leadership, conflict mediation, executive and management coaching, team sessions and strategic planning, organizational and individual assessments, and meeting and retreat facilitation. Dr. Manning has successfully mediated and facilitated resolution of tough interpersonal conflicts in the workplace. She has coached executives as well as front-line staff. Her clients say that they save the really difficult situations for her. They find her to be efficient, compassionate, and results oriented.

The Consulting Team is certified to administer the Personal Profile Style Assessment (DiSC), Emotional Intelligence 360° assessment (EQi 360), and over 30 other assessment tools.

Our current clients include the cities of Redwood City, San Ramon, Campbell, Sunnyvale, Concord, Cupertino, Mountain View, Vacaville and forty others; twenty special governmental agencies and districts, six counties including Santa Clara and San Mateo, three Tribal Councils, Stanford University, Minami Tamaki, LLP, Meyer Sound, and Survey Monkey. Dr. Manning has been the project leader and primary consultant for numerous assessments, strategic planning sessions, and change and customer service initiatives.

Craig Harrison

Craig is a coach, mentor, and consultant. The cornerstones of his work are communication and leadership development, customer service, and excellence. Drawing on his experience in the high tech, management, and government fields, Craig has built credible and confident communicators and effective leaders at all levels. He's coached senior leaders, mid-managers and new managers on leadership development. Craig's articles on leadership and communication have also been published worldwide.

His coaching and facilitation expertise includes written and oral communication as well as coaching in speaking, writing, customer service, and leadership development. He has facilitated successful goal setting and team building sessions for city councils, police departments, and boards.

He has also been a leadership consultant for the National Speakers Association and a mentor to the top 4 United States officers of Toastmasters International.

Kathye Citron

Kathye has deep experience in coaching, and mentoring which began when she was the Executive Director of the Career Planning Center in Los Angeles. She was also CEO of

Lifeprint in San Francisco, which helped thousands of professionals look for new and better jobs. She was also a coach and mentor for her staff there. Based on the philosophy that all people have unrealized potential, Citron provides the individualized tools and recommendations for professional development in both soft and hard skills. She also teaches others how to give the encouragement and support needed to achieve personal and professional success.

She has mentored individuals through challenges in their work life and has a solid record of successful outcomes with her clients. She applies both traditional and innovative approaches to work through the challenges of change, conflict, and development. Her experience included designing and implementing a performance evaluation process. She provides a sounding board for setting clear, challenging, and realistic goals.

She also uses emotional intelligence tools such as the Personal Profile Style Assessment (DiSC), and 360 leadership feedback. As a result she provides clients with the tools for growing self-knowledge and empathy for others.

Stewart Levine, J.D.

Stewart is a problem solver recognized for creating agreement and empowerment in challenging circumstances. He improves productivity while saving the enormous cost of conflict. As a practicing lawyer he realized that fighting was an ineffective in resolving conflict. As a marketing executive at AT&T he realized collaborations fail because people are not clear about what they want to accomplish together and how to get there. His work with “Agreements for Results” and “Resolutionary” conversational models get people back in action quickly when relationships break down. He uses this approach to form teams and joint ventures in a variety of situations as consultant, coach, facilitator, and mediator.

A former municipal attorney, his projects include intervention in a threatened California statewide software installation; custom designed training for cultural change initiative at a major contractor to the US Federal Government; assessment, design and delivery of a cultural change initiative at a US Naval Air Station; and program design and implementation to raise the collaborative capacity of the US FDA Western Region.

He has also coached government leaders since his days as a municipal planning board member and county commission attorney, always first defining with clarity the goals and desired outcomes. He has coached and counseled across a wide range of industries and objectives. He models what he teaches; he is both a powerful educator and coach.

Appendix C: Professional References:

Melissa Stevenson Diaz, City Manager, City of Redwood City
1017 Middlefield Road Redwood City, CA 94053
650-780-7301 mdiaz@redwoodcity.org
Performance evaluation, assessment and coaching of City Manager, City Clerk, and City Attorney,
team building for 80-person city-wide management team.

J Logan, General Manager, Los Altos Hills County Fire District
Former Assistant City Manager, City of Los Altos
P.O. Box 1766
Los Altos, CA 94023
650-949-1044 j_logan@lahcfd.org
Management consulting.

Dawn Leonardini, Administrative Services Director, City of Vacaville
650 Merchant Street Vacaville, CA 95688
707-449-5106 dawn.leonardini@cityofvacaville.com
Individual developmental coaching and conflict resolution, team and individual coaching for Fire, Public Works, Utilities, and Community Development.

Kristina Alfaro, Director of Administrative Services, City of Cupertino
10300 Torre Avenue Cupertino, CA 95014
408-777-7608 kristinaa@cupertino.org
Parks and Community Services Department Head coaching, and departmental facilitation for Community Services, Human Resources, and Finance in communication styles, values and behaviors, motivation, and managing change, trainings in communication, team building, and emotional intelligence.

Appendix D: 2019 Pricing

Half-Day Facilitation, Teambuilding, and Training	\$2500
Full Day Facilitation, Teambuilding, and Training	\$4000
Half-Day Facilitation, Teambuilding, and Training	\$2500
Full Day Facilitation and Teambuilding	\$4000
Coaching and Organizational Development Consulting	
\$300/hour for Craig Harrison	
\$300/hour for Kathye Citron	
\$300/hour for Stewart Levine	
\$300/hour for Victoria Smith-Raymond	
Fees for Dr. Manning	\$495/hour for Coaching, Conflict Mediation, and Consulting
	\$3500 for Half-day Council or Team Facilitation

All fees are plus travel expenses (mileage, bridge tolls, etc).

Individual Assessments are also available:

EQ360 (Emotional Intelligence)	\$600
DiSC (Style Assessment)	\$65