

**PROFESSIONAL SERVICES AGREEMENT**

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



<b>Agreement #: 2826</b>
<b>AGREEMENT FOR SERVICES BETWEEN THE CITY OF MENLO PARK AND PENINSULA CONFLICT RESOLUTION CENTER (in the amount \$5,000 or less)</b>
THIS AGREEMENT made and entered into at Menlo Park, California, this <u>11/1/2019</u> , by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as "CITY," and PENINSULA CONFLICT RESOLUTION CENTER, hereinafter referred to as "FIRST PARTY."
It is agreed between the CITY and FIRST PARTY as follows:
<b>1. SERVICES TO BE PERFORMED BY FIRST PARTY</b>
In consideration of the payment by CITY to FIRST PARTY, as hereinafter provided, FIRST PARTY agrees to perform all the services for the City of Menlo Park as set forth in Exhibit "A," Scope of Services, attached hereto.
<b>2. AGREEMENT TERM</b>
The term of this agreement shall be from November 15, 2019 to November 15, 2019 unless mutually agreed upon by CITY and FIRST PARTY in writing.
<b>3. COMPENSATION AND PAYMENT</b>
In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," CITY shall make payment to FIRST PARTY in the manner specified herein and in Exhibit "A." This compensation shall be based on the rates described in Exhibit "A." Payments shall be monthly for the invoice amount or such other amount as approved by CITY. City shall have the discretion to approve the invoice and the work completed statement. 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. In the event that the CITY makes any advance payments, FIRST PARTY agrees to refund any amounts in excess of the amount owed by the CITY at the time of agreement termination. CITY reserves the right to withhold payment if the CITY determines that the quantity or quality of the work performed is unacceptable. In no event shall total payment for all services under this agreement exceed \$3,114 unless mutually agreed upon in writing by the CITY and FIRST PARTY.
<b>4. RELATIONSHIP OF THE PARTIES</b>
FIRST PARTY agrees and understands that the work/services performed under this agreement are performed as an Independent Contractor and not as an employee of the City of Menlo Park and that FIRST PARTY acquires none of the rights, privileges, powers or advantages of City employees.

## 5. INSURANCE AND INDEMNITY

### 1. General liability insurance:

FIRST PARTY, at its own expense, shall provide and keep in force, commercial general liability insurance insuring against liability for bodily injury and property damage arising out of its work in an amount of not less than one million dollars (\$1,000,000) for injury to, or death of one person in any one accident or occurrence, and in an amount of not less than one million dollars (\$1,000,000) for injury to, or death of more than one person in any one accident or occurrence, and in the amount of not less than one million dollars (\$1,000,000) per occurrence in respect to damage to property. CITY shall be named as an additional insured on Contractor's commercial general liability insurance policy FIRST PARTY shall provide CITY with a certificate of insurance coverage evidencing said coverage, including a copy of all declarations of exclusions, before commencing work.

### 2. Automobile liability insurance:

The 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 occurrence 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. To the full extent permitted by law FIRST PARTY agrees to defend, indemnify and hold CITY, its employees, agents, officials, and officers, harmless from any and all claims, liability for damages caused by contractor's negligent performance of services under this agreement.

### 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.

### 4. Indemnity:

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.

## 6. NON-ASSIGNABILITY

FIRST PARTY shall not assign this agreement or any portion thereof to a third party without the prior written consent of CITY, and any attempted assignment without such prior written consent in violation of this Section shall automatically terminate this agreement.

## 7. TERMINATION OF AGREEMENT

The CITY may, at any time, terminate this agreement, in whole or in part, for the convenience of CITY, by giving written notice specifying the effective date and scope of such termination. In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereinafter referred to as materials) prepared by FIRST PARTY under this agreement shall become the property of the CITY upon FIRST PARTY'S receipt of final payment and shall be promptly delivered to the CITY. Upon termination, the FIRST PARTY may make and retain a copy of such materials. FIRST PARTY shall be entitled to receive payment for work/services provided before termination of the agreement. Such payment shall be that portion of the full payment, which is determined by comparing the work/services completed to the work/services required by the agreement.

**8. WORKERS' COMPENSATION INSURANCE**

FIRST PARTY agrees and understands that the CITY does not provide workers' compensation Insurance to, or on behalf of, the FIRST PARTY for the work/services performed, but that said insurance is the sole responsibility of the undersigned.

**9. PAYMENT OF PERMITS/LICENSES**

FIRST PARTY 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.

**10. NON-DISCRIMINATION**

No person shall illegally be excluded from participation in, denied the benefits of, or be subjected to discrimination under this agreement on account of their race, sex, color, national origin, religion, age, or disability. FIRST PARTY shall ensure full equal employment opportunity for all employees under this agreement.

**11. RETENTION OF RECORDS**

FIRST PARTY 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.

**12. MERGER CLAUSE**

This agreement, including Exhibit "A" attached hereto and incorporated herein by reference, constitutes the sole agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the CITY. In the event of a conflict between the terms, conditions, or specifications set forth herein and those in Exhibit "A" attached hereto, the terms, conditions, or specifications set forth herein shall prevail.

SIGNATURE PAGE TO FOLLOW

This agreement is not valid until signed by both parties.

**FOR FIRST PARTY:**

DocuSigned by:  
*Michelle Vilchez*  
99752118B4B54E6...  
Signature

10/31/2019  
Date

Executive Director  
Title

Michelle Vilchez  
Printed name

770014400  
Tax ID#



**APPROVED AS TO FORM:**

DocuSigned by:  
*William L. McClure*  
F91EFAD3E3774E1...  
William L. McClure, City Attorney

11/1/2019  
Date

**FOR CITY OF MENLO PARK:**

DocuSigned by:  
*Theresa DellaSanta*  
11DF45D94937408...  
Theresa DellaSanta, Human Resources Manager

11/1/2019  
Date

**ATTEST:**

DocuSigned by:  
*Judi A. Herren*  
39280A20D0BE491...  
Judi A. Herren, City Clerk

11/4/2019  
Date



**PCRC**

PENINSULA CONFLICT RESOLUTION CENTER

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Lenka Diaz  
Administrative Services Director  
Human Resources Department  
701 Laurel Street  
Menlo Park, CA. 94025

Re: City of Menlo Park's 2019 Employee Training and Quarterly Mini Conference Series.

Dear Ms. Diaz,

It is my pleasure to submit the Peninsula Conflict Resolution Center's (PCRC) proposal for the City of Menlo Park's 2019 Employee Training and Quarterly Mini Conference Series.

Our proposal outlines the following areas of support:

1. Building Trust: Evaluation challenges and opportunities exercise.
2. Communication and Conflict Resolution skills training.
3. Facilitative processes skills training.
4. One on one conflict coaching session for middle managers and executive team members.

As an authorized organizational representative, I am confirming PCRC's acceptance of the certifications listed in the RFP. Please let me know if you have any questions or need additional information, as I would be more than happy to speak to you about our proposal.

Sincerely,

Michelle Vilchez  
Executive Director  
Peninsula Conflict Resolution Center  
1670 So. Amphlett, Suite 115  
San Mateo, CA. 94402  
650.513.0330  
mvilchez@pcrcweb.org

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3. Provide an organization chart for your agency/company, if applicable.	
4. References.	
<b>C. Technical Approach, Timeline and Price</b>	<b>Page 4</b>
1. Explain your methods for assessing and maintaining participant satisfaction.	
2. Include success metrics and timelines for achieving appropriate milestones related to the scope of work.	
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### *Organization's Qualifications and Experience*

Peninsula Conflict Resolution Center, incorporated as a nonprofit organization in 1986 is located at 1670 South Amphlett, Ste. 115, San Mateo, CA. 94402.

The Peninsula Conflict Resolution Center is a dispute resolution and communications center founded in 1986 to empower individuals, build relationships, and reduce violence through our core competencies of conflict resolution, facilitative processes and training. While PCRC's origins are in conflict resolution, today we have broadened our scope and we now define our work as building the capacity of individuals, groups, and institutions, to work collaboratively and strengthen their communities. We currently apply our core competencies to assist with conflict resolution, communication and problem solving, and the facilitation of conversations and meetings in a wide variety of situations. PCRC also trains people in the same skills our expert facilitators and mediators master such as effective communication, creative problem solving, facilitation of effective meetings and designing successful group processes among many others.

PCRC services **trainings on communication, conflict resolution and facilitative processes** are sought out by multiple agencies across the County every year. PCRC has trained public institutions such as the Redwood City Police Department Citizens Police Academy, Redwood City Public Works and Revenue Services, Redwood City Parks, Recreation and Community Services, the County Consortium, The County library staff, and the City of East Palo Alto Code Enforcement Department. We have also conducted trainings for the City of Fairfield and the County of San Mateo. PCRC also trains other non-profits and our clients have included county-based organizations such as CORA and Edgwood Family Services. PCRC also provides on-on-one conflict coaching sessions to nonprofit executives, city and county government leaders, school district administrators, college faculty and small business owners.

Our organizational core competences along with our solid experience providing communication, conflict resolution and facilitative processes training to community organizations, schools, governments and other entities in the county makes us the best organization to provide training in some of the subject areas of the Employee Development Training Program.

#### *1. Organizational Capacity*

PCRC is best suited to provide these services because we have been the leading provider of conflict resolution and facilitation training for over 30 years. Our 25 staff, over 250 volunteers and 9 board members represent a diverse composition, reflective of the diversity of our county. Our training staff has ample experience in the design and delivery of high-quality, customized, communication, conflict resolution and facilitative processes training.

The principal project manager who will have continued responsibility for the project is Malissa Netane-Jones. Malissa, together with her team (see resumes attached) will ensure the day-to-day running of the project until its completion.

## 2. References (Michelle)

<b>Peggy Jensen</b> Deputy County Manager	County Manager's Office 400 County Center, 1st Floor Redwood City, CA 94063 650-363-4598 T 650-454-6677 C
<b>Alex Khojikian</b> Deputy City Manager, City Manager's Office	City of Redwood City 650-780-7302 C E-mail:akhojikian@redwoodcity.org
<b>Derek S. Schweigart</b> Community Services Director	City of Menlo Park 650-330-2267 C E-mail:dsschweigart@menlopark.org

### *Technical Approach and Timeline*

PCRC offers to train the City of Menlo Park employees on its core competencies of communication, conflict resolution and facilitative processes to address some of the subject areas of interest to the City. All PCRC training sessions consist of three components:

- Theory: covers all the knowledge necessary to understand the concepts at hand and it represents approximately 60% of all the sessions
- Practice: consists of hands-on exercises designed to reinforce the concepts learned. These can be role-playing, mock presentations and facilitations and represents 40% of all sessions,
- Coaching: for participants in the session.

The trainings can be repeated as many times as needed based on the City of Menlo Park needs.

### **Subject Area: Trust Building**

Objective: To identify key organizational challenges and opportunities to be address and increase trust among the staff.

Day 1: (Group of 25 staff – 5 hours)

- SWOT analysis.
- Team building activities and training on communication agreements to increase trust, collaboration, productivity and role clarity within the organization.

Price: USD 2,410

### **Subject Area: Facilitation and Communication Skills and middle manager and supervisor development**

Objective: To foster comprehensive understanding of conflict resolution and collaborative communication practices through a facilitative processes. This training curriculum will also provide participants with skills and content to strengthen their presentation styles and delivery. The training can be customized to address the specific circumstances of middle managers.



Day 1 (8 hours): Communication and conflict resolution skills

- What is conflict
- Positions *vs* interests
- Unconscious biases
- Intent vs impact
- Working through differences
- Cultural humility
- Empathy and active listening
- Building social capital.

Price: USD 3,313.

Day 2 (8 hours): Facilitation skills:

- Setting objectives
- Agenda design
- Time management
- Understanding body language
- Managing disruptive behavior
- Soliciting feedback and input
- Evaluation processes.

Price: 3,313

In addition to the trainings, participants can request one-on-one conflict coaching sessions.

Price: USD185/per session.

**Subject Area: Health and Mental Awareness**

Objective: Building empathy and respect within the staff and among the staff and the community members to improve the work environment. This curriculum will also introduce restorative practices to ensure that individuals feel safe and supported when they experience hurt.

Day 1: (Group of 25 people -4 hours)

- Empathy
- Principles of restorative practices
- Practice circles

Price: USD 1,730

PCRC will use pre and post surveys to measure the knowledge acquired and a customer satisfaction survey at the end of each session.

- Completion of a written evaluation (knowledge and satisfaction) form at the conclusion of individual sessions.
- Personal debriefing of dialogues with trainers.
- Entering participant data into our database.

This data will be summarized and reported to the City contacts on a regular basis. The City will provide meeting space, materials, refreshments, childcare, transportation and other activities, so the budgets do not need to be included.