

Robert E. Shannon
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AGREEMENT

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THIS AGREEMENT is made and entered, in duplicate, as of March 6, 2007, for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting held on March 6, 2007, by and between INNOVATIVE RESOURCES CONSULTANT GROUP, INC., a Delaware corporation, with its principal place of business at One Park Plaza, Suite 600, Irvine, CA 92614 ("Consultant"), and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, the City requires services requiring unique skills to assist the Department of Planning and Building with strategic planning and organizational development ("Project"); and

WHEREAS, City has selected Consultant in accordance with City's administrative procedures and City has ascertained that Consultant and its employees are qualified, licensed, if so required, and experienced in performing such specialized services; and

WHEREAS, City desires to have Consultant perform said strategic planning and organizational development, and Consultant is willing and able to do so on the terms herein;

NOW, THEREFORE, in consideration of the mutual terms and conditions in this Agreement, the parties agree as follows:

1. SCOPE OF WORK OR SERVICES.

A. Consultant shall furnish services more particularly set forth in Exhibit "A", attached hereto and incorporated herein by this reference, in accordance with the standards of the profession, and City shall pay for said services in the manner described below, at the rates shown on Exhibit "A", not to exceed an annual amount of \$150,000.00. By entering into this agreement, the City does not guarantee or promise that the City will engage the services of Consultant for a specific project or projects. The City will request the services of Consultant only as and if the City needs and

1 requires those services.

2 B. Consultant may select the time and place of performance provided,
3 however, that access to City documents, records, and the like, if needed by Consultant,
4 shall be available only during City's normal business hours and provided that
5 milestones for performance, if any, are met.

6 C. Consultant has requested to receive regular payments. City shall pay
7 Consultant in due course of payments following receipt from Consultant and approval
8 by City of invoices showing the services or task performed, the time expended (if billing
9 is hourly), and the name of the Project. Consultant shall certify on the invoices that
10 Consultant has performed the services in full conformance with this Agreement and is
11 entitled to receive payment. Each invoice shall be accompanied by a progress report
12 indicating the progress to date of services performed and covered by said invoice,
13 including a brief statement of any Project problems and potential causes of delay in
14 performance, and listing those services that are projected for performance by
15 Consultant during the next invoice cycle. Where billing is done and payment is made
16 on an hourly basis, the parties acknowledge that such arrangement is either customary
17 practice for Consultant's profession, industry, or business, or is necessary to satisfy
18 audit and legal requirements which may arise due to the fact that City is a municipality.

19 D. Consultant represents that Consultant has obtained all necessary
20 information on conditions and circumstances that may affect performance hereunder
21 and has conducted site visits, if necessary.

22 2. TERM AND TERMINATION.

23 A. The term of this Agreement shall commence at midnight on January 1,
24 2007, and shall terminate at 11:59 p.m. on December 31, 2009, unless sooner
25 terminated as provided in this Agreement, or unless the services to be performed
26 hereunder or the Project is completed sooner. The parties have the option of extending
27 this contract for two (2) additional periods of one (1) year each.

28 B. Either party shall have the right to terminate this Agreement for any

1 reason or no reason at any time by giving fifteen (15) calendar days' prior notice to the
2 other party. In the event of termination under this Section, City shall pay Consultant for
3 services satisfactorily performed and costs incurred up to the effective date of
4 termination for which Consultant has not been previously paid. The procedures for
5 payment in Section 1.C with regard to invoices shall apply. On the effective date of
6 termination, Consultant shall deliver to City all Data developed or accumulated in the
7 performance of this Agreement, whether in draft or final form, or in process. And,
8 Consultant acknowledges and agrees that City's obligation to make final payment is
9 conditioned on Consultant's delivery of the Data to the City.

10 **3. COORDINATION AND ORGANIZATION.**

11 A. Consultant shall coordinate performance hereunder with City's
12 representative, **Suzanne Frick**. Consultant shall advise and inform City's
13 representative of the work in progress on the Project in sufficient detail so as to assist
14 City's representative in making presentations and in holding meetings for the exchange
15 of information.

16 B. The parties acknowledge that a substantial inducement to City for
17 entering this Agreement was and is the reputation and skill of Consultant's key
18 employee **Mark Carneal**. City shall have the right to approve any person proposed by
19 Consultant to replace that key employee.

20 **4. INDEPENDENT CONTRACTOR.** In performing services hereunder,
21 Consultant is and shall act as an independent contractor and not an employee,
22 representative, or agent of City. Consultant shall have control of Consultant's work and
23 the manner in which it is performed. Consultant shall be free to contract for similar
24 services to be performed for others during this Agreement provided, however, that
25 Consultant acts in accordance with Section 9 and Section 11 of this Agreement.
26 Consultant acknowledges and agrees that a) City will not withhold taxes of any kind
27 from Consultant's compensation, b) City will not secure workers' compensation or pay
28 unemployment insurance to, for or on Consultant's behalf, and c) City will not provide

1 and Consultant is not entitled to any of the usual and customary rights, benefits or
2 privileges of City employees. Consultant expressly warrants that neither Consultant nor
3 any of Consultant's employees or agents shall represent themselves to be employees
4 or agents of City.

5 5. INSURANCE. As a condition precedent to the effectiveness of this
6 Agreement, Consultant shall procure and maintain at Consultant's expense for the
7 duration of this Agreement from insurance companies that are admitted to write
8 insurance in California or from authorized non-admitted insurance companies that have
9 ratings of or equivalent to A:VIII by A.M. Best Company the following insurance:

10 (a) Commercial general liability insurance (equivalent in scope to
11 ISO form CG 00 01 11 85 or CG 00 01 11 88) in an amount not less than
12 One Million Dollars (\$1,000,000) per each occurrence and Two Million
13 Dollars (\$2,000,000) general aggregate. Such coverage shall include but
14 not be limited to broad form contractual liability, cross liability,
15 independent contractors liability, and products and completed operations
16 liability. The City, its officials, employees and agents shall be named as
17 additional insureds by endorsement (on City's endorsement form or on an
18 endorsement equivalent in scope to ISO form CG 20 10 11 85 or CG 20
19 26 11 85), and this insurance shall contain no special limitations on the
20 scope of protection given to the City, its officials, employees and agents.

21 (b) Workers' Compensation insurance as required by the Labor
22 Code of the State of California and employer's liability insurance in an
23 amount not less than One Million Dollars (\$1,000,000).

24 (c) Professional liability or errors and omissions insurance in an
25 amount not less than One Million Dollars (\$1,000,000) per claim.

26 (d) Commercial automobile liability insurance (equivalent in scope
27 to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an
28 amount not less than Five Hundred Thousand Dollars (\$500,000)

1 combined single limit per accident.

2 Any self-insurance program, self-insured retention, or deductible must be
3 separately approved in writing by City's Risk Manager or designee and shall protect
4 City, its officials, employees and agents in the same manner and to the same extent as
5 they would have been protected had the policy or policies not contained retention or
6 deductible provisions. Each insurance policy shall be endorsed to state that coverage
7 shall not be canceled except after thirty (30) days prior written notice to City, and shall
8 be primary and not contributing to any other insurance or self-insurance maintained by
9 City. Consultant shall notify the City in writing within five (5) days after any insurance
10 required herein has been voided by the insurer or cancelled by the insured.

11 Consultant shall require that all contractors and subcontractors which
12 Consultant uses in the performance of services hereunder maintain insurance in
13 compliance with this Section unless otherwise agreed in writing by City's Risk Manager
14 or designee.

15 Prior to the start of performance, Consultant shall deliver to City
16 certificates of insurance and required endorsements for approval as to sufficiency and
17 form. The certificate and endorsements for each insurance policy shall contain the
18 original signature of a person authorized by that insurer to bind coverage on its behalf.
19 In addition, Consultant, shall, within thirty (30) days prior to expiration of the insurance
20 required herein, furnish to City certificates of insurance and endorsements evidencing
21 renewal of such insurance. City reserves the right to require complete certified copies
22 of all policies of Consultant and Consultant's contractors and subcontractors, at any
23 time. Consultant shall make available to City's Risk Manager or designee all books,
24 records and other information relating to the insurance coverage required herein, during
25 normal business hours.

26 Any modification or waiver of the insurance requirements herein shall only
27 be made with the approval of City's Risk Manager or designee. Not more frequently
28 than once a year, the City's Risk Manager or designee may require that Consultant,

1 Consultant's contractors and subcontractors change the amount, scope or types of
2 coverages required herein if, in his or her sole opinion, the amount, scope, or types of
3 coverages herein are not adequate.

4 The procuring or existence of insurance shall not be construed or deemed
5 as a limitation on liability relating to Consultant's performance or as full performance of
6 or compliance with the indemnification provisions of this Agreement.

7 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement
8 contemplates the personal services of Consultant and Consultant's employees, and the
9 parties acknowledge that a substantial inducement to City for entering this Agreement
10 was and is the professional reputation and competence of Consultant and Consultant's
11 employees. Consultant shall not assign its rights or delegate its duties hereunder, or
12 any interest herein, or any portion hereof, without the prior approval of City, except that
13 Consultant may with the prior approval of the City Manager of City, assign any moneys
14 due or to become due the Consultant hereunder. Any attempted assignment or
15 delegation shall be void, and any assignee or delegate shall acquire no right or interest
16 by reason of such attempted assignment or delegation. Furthermore, Consultant shall
17 not subcontract any portion of the performance required hereunder without the prior
18 approval of the City Manager or designee, nor substitute an approved subcontractor
19 without said prior approval to the substitution. Nothing stated in this Section 6 shall
20 prevent Consultant from employing as many employees as Consultant deems
21 necessary for performance of this Agreement.

22 7. CONFLICT OF INTEREST. Consultant, by executing this Agreement,
23 certifies and shall obtain similar certifications from Consultant's employees and
24 approved subcontractors that, at the time Consultant executes this Agreement and for
25 its duration, Consultant does not and will not perform services for any other client which
26 would create a conflict, whether monetary or otherwise, as between the interests of City
27 hereunder and the interests of such other client.

28 8. MATERIALS. Consultant shall furnish all labor and supervision,

1 supplies, materials, tools, machinery, equipment, appliances, transportation, and
2 services necessary to or used in the performance of Consultant's obligations
3 hereunder.

4 9. OWNERSHIP OF DATA. All materials, information and data prepared,
5 developed, or assembled by Consultant or furnished to Consultant in connection with
6 this Agreement, including but not limited to documents, estimates, calculations, studies,
7 maps, graphs, charts, computer disks, computer source documentation, samples,
8 models, reports, summaries, drawings, designs, notes, plans, information, material, and
9 memorandum ("Data") shall be the exclusive property of City. Data shall be given to
10 City, and City shall have the unrestricted right to use and disclose the Data in any
11 manner and for any purpose without payment of further compensation to Consultant.
12 Copies of Data may be retained by Consultant but Consultant warrants that Data shall
13 not be made available to any person or entity for use without the prior approval of City.
14 Said warranty shall survive termination of this Agreement for five (5) years.

15 10. CONFIDENTIALITY. Consultant shall keep the Data confidential and
16 shall not disclose the Data or use the Data directly or indirectly other than in the course
17 of services provided hereunder during the term of this Agreement and for five (5) years
18 following expiration or termination of this Agreement. In addition, Consultant shall keep
19 confidential all information, whether written, oral, or visual, obtained by any means
20 whatsoever in the course of Consultant's performance hereunder for the same period of
21 time. Consultant shall not disclose any or all of the Data to any third party, nor use it for
22 Consultant's own benefit or the benefit of others except for the purpose of this
23 Agreement.

24 11. BREACH OF CONFIDENTIALITY. Consultant shall not be liable for a
25 breach of confidentiality with respect to Data that: (a) Consultant demonstrates
26 Consultant knew prior to the time City disclosed it; or (b) Is or becomes publicly
27 available without breach of this Agreement by Consultant; or (c) A third party who has
28 a right to disclose does so to Consultant without restrictions on further disclosure; or (d)

1 Must be disclosed pursuant to subpoena or court order or, (d) must be disclosed in the
2 ordinary course of rendering the type of services contemplated in this Agreement

3 12. AMENDMENT. This Agreement, including all Exhibits, shall not be
4 amended, nor any provision or breach hereof waived, except in writing signed by the
5 parties which expressly refers to this Agreement.

6 13. LAW. This Agreement shall be governed by and construed pursuant
7 to the laws of the State of California (except those provisions of California law
8 pertaining to conflicts of laws). Consultant shall comply with all laws, ordinances, rules
9 and regulations of and obtain such permits, licenses, and certificates required by all
10 federal, state and local governmental authorities.

11 14. ENTIRE AGREEMENT. This Agreement, including all Exhibits,
12 constitutes the entire understanding between the parties and supersedes all other
13 agreements, oral or written, with respect to the subject matter herein.

14 15. INDEMNITY. Consultant shall, with respect to services performed in
15 connection with this Agreement, indemnify and hold harmless the City, its Boards,
16 Commissions, and their officials, employees and agents (collectively in this Section,
17 "City") from and against any and all liability, claims, demands, damage, loss, causes of
18 action, proceedings, penalties, costs and expenses (including attorney's fees, court
19 costs, and expert and witness fees)(collectively "Claims" or individually "Claim") to the
20 extent caused by the negligence or willful misconduct of consultant. Claims include
21 allegations and Claims for property damage, personal injury or death arising in whole or
22 in part from any negligent act or omission of Consultant, its officers, employees, agents,
23 sub-consultants, or anyone under Consultant's control (collectively "Indemnitor");
24 Consultant's breach of this Agreement; misrepresentation; willful misconduct; and
25 Claims by any employee of Indemnitor relating in any way to worker's compensation.
26 Independent of the duty to indemnify and as a free-standing duty on the part of
27 Consultant, Consultant shall defend City and shall continue such defense until the
28 Claim is resolved, whether by settlement, judgment or otherwise. No finding or

1 judgment of negligence, fault, breach, or the like on the part of Indemnitor shall be
2 required for the duty to defend to arise. Consultant shall notify the City of any claim
3 within ten (10) days. Likewise, City shall notify Consultant of any claim, shall tender the
4 defense of such claim to Consultant, and shall assist Consultant, as may be reasonably
5 requested, in such defense. City agrees that it shall act in good faith in tendering any
6 Claim.

7 16. AMBIGUITY. In the event of any conflict or ambiguity between this
8 Agreement and any Exhibit, the provisions of this Agreement shall govern.

9 17. COSTS. If there is any legal proceeding between the parties to
10 enforce or interpret this Agreement or to protect or establish any rights or remedies
11 hereunder, the prevailing party shall be entitled to its costs and expenses, including
12 reasonable attorneys' fees and court costs (including appeals).

13 18. NONDISCRIMINATION. In connection with performance of this
14 Agreement and subject to federal and state laws, rules and regulations, Consultant
15 shall not discriminate in employment or in the performance of this Agreement on the
16 basis of race, religion, national origin, color, age, sex, sexual orientation, AIDS, HIV
17 status, handicap, or disability.

18 It is the policy of City to utilize Disadvantaged, Minority-Owned and
19 Women-Owned Business Enterprises in City's procurement process, and Consultant
20 agrees to use its best efforts to carry out this policy in the award of all approved
21 subcontracts to the fullest extent consistent with the efficient performance of this
22 Agreement. Consultant may rely on written representations by subcontractors
23 regarding their status. City's policy is attached as Exhibit "B hereto. Consultant shall
24 report to City in March and in September or, in the case of short-term agreements, prior
25 to invoicing for final payment, the names of all sub-consultants engaged by Consultant
26 for this Project and information on whether or not they are a Disadvantaged, Minority or
27 Women-Owned Business Enterprise, as defined in Section 8 of the Small Business Act
28 (15 U.S.C. Sec. 637).

1 19. NOTICES. Any notice or approval required hereunder by either party
2 shall be in writing and personally delivered or deposited in the U.S. Postal Service, first
3 class, postage prepaid, addressed to Consultant at the address first stated herein, and
4 to the City at 333 West Ocean Boulevard, Long Beach, California 90802, Attention:
5 City Manager. Consultant shall also send a copy to the City Engineer at the same
6 address but, for purposes of satisfying the requirement for notice under this Section,
7 notice to the City Manager shall be sufficient. Notice of change of address shall be
8 given in the same manner as stated herein for other notices. Notice shall be deemed
9 given on the date deposited in the mail or on the date personal delivery is made,
10 whichever first occurs.

11 20. REDESIGN. If the Project involves construction and the scope of
12 work or services requires Consultant to prepare plans and specifications with an
13 estimate of the cost of construction, then Consultant may be required to modify the
14 plans and specifications, any construction documents relating thereto, and Consultant's
15 estimate, at no cost to City, when the lowest bid for construction received by City
16 exceeds by more than ten percent (10%) Consultant's estimate. Said modification shall
17 be submitted in a timely fashion to allow City to receive new bids within four (4) months
18 of the date on which the original plans and specifications were submitted by Consultant.

19 21. COPYRIGHTS AND PATENT RIGHTS.

20 A. Consultant shall place the following copyright protection on all Data: ©
21 City of Long Beach, California _____, inserting the appropriate year.

22 B. City reserves the exclusive right to seek and obtain a patent or
23 copyright registration on any Data or other result arising from Consultant's performance
24 of this Agreement. By executing this Agreement, Consultant assigns any ownership
25 interest Consultant may have in the Data to the City.

26 C. Consultant warrants that the Data does not violate or infringe any
27 patent, copyright, trade secret or other proprietary right of any other party. Consultant
28 agrees to and shall protect, defend, indemnify and hold City, its officials and employees

1 harmless from any and all claims, demands, damages, loss, liability, causes of action,
2 costs or expenses (including reasonable attorneys' fees) whether or not reduced to
3 judgment, arising from any breach or alleged breach of this warranty.

4 22. COVENANT AGAINST CONTINGENT FEES. Consultant warrants
5 that Consultant has not employed or retained any entity or person to solicit or obtain
6 this Agreement and that Consultant has not paid or agreed to pay any entity or person
7 any fee, commission, or other monies based on or from the award of this Agreement. If
8 Consultant breaches this warranty, City shall have the right to terminate this Agreement
9 immediately notwithstanding the provisions of Section 10 hereof or, in its discretion, to
10 deduct from payments due under this Agreement or otherwise recover the full amount
11 of such fee, commission, or other monies.

12 23. WAIVER. The acceptance of any services or the payment of any
13 money by City shall not operate as a waiver of any provision of this Agreement, or of
14 any right to damages or indemnity stated in this Agreement. The waiver of any breach
15 of this Agreement shall not constitute a waiver of any other or subsequent breach of
16 this Agreement.

17 24. CONTINUATION. Termination or expiration of this Agreement shall
18 not affect rights or liabilities of the parties which accrued prior to termination or
19 expiration of this Agreement, and shall not extinguish any warranties hereunder.

20 25. TAX REPORTING. As required by federal and state law, City is
21 obligated to and will report the payment of compensation to Consultant on Form 1099-
22 Misc. Consultant shall be solely responsible for payment of all federal and state taxes
23 resulting from payments under this Agreement.

24 26. ADVERTISING. Consultant shall not use the name of City, its
25 officials or employees in any advertising or solicitation for business, nor as a reference,
26 without the prior approval of the City Manager or designee.

27 27. AUDIT. City shall have the right at all reasonable times during the
28 term of this Agreement and for a period of five (5) years after termination or expiration

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1 of this Agreement to examine, audit, inspect, review, extract information from, and copy
2 all books, records, accounts, and other documents of Consultant relating to this
3 Agreement.

4 28. THIRD PARTY BENEFICIARY. This Agreement is not intended or
5 designed to or entered for the purpose of creating any benefit or right for any person or
6 entity of any kind that is not a party to this Agreement.

7 IN WITNESS WHEREOF, the parties have caused this document to be
8 duly executed with all formalities required by law as of the date first stated herein.

9 INNOVATIVE RESOURCES CONSULTANT
10 GROUP, INC., a Delaware corporation

11 3/31, 2007

By [Signature]
12 Print Name: Margaret Hill
Title: Partner

13 march 31, 2007

By [Signature]
14 Print Name: MARK CAENICAL
Title: partner

15 "Consultant"

16 CITY OF LONG BEACH, a municipal
17 corporation

18 4/17, 2007

19 By [Signature] ASSISTANT
City Manager

20 "City"

21 EXECUTED PURSUANT
TO SECTION 501 OF
THE CITY CHARTER.

22 Approved as to form on April 9, 2007.

23 ROBERT E. SHANNON, City Attorney

24 By [Signature]
Assistant City Attorney

Innovative Resources Consultant Group, Inc. will provide consultant services to The City of Long Beach Department of Planning & Building and our preliminary purpose and objectives of this engagement are as follows:

Purpose

To assist the Department in creating a common direction through a goal setting process and enhancing the understanding, environment, and commitment for improved teamwork.

Objectives

- Create a strong, effective leadership team with the Director and her team
- Develop, with the senior staff team, a strategic direction for the Department to clarify and articulate their common goals and objectives
- Increase knowledge and skill of team development both functionally and cross functionally
- Identify key issues affecting the individuals and team
- Formulate a prioritized action plan for implementation back on the job

Leadership & Teamwork Offsites

We will conduct 2-day Leadership & Teamwork offsite programs for up to thirty-five (35) individuals per program. These offsites will be focused on enhancing the effectiveness of each individual and enhance the climate for improved leadership and teamwork. Preliminary objectives of the offsite programs are:

- Develop a better understanding of each individual's leadership style . . . strengths and opportunities
- Recognize and appreciate the differences of other team members' leadership styles
- Improve communications among the team
- Increase knowledge and skill of leadership and team development
- Identify key opportunities for the individuals and the team
- Formulate a prioritized action plan for implementation back on-the-job
- Advance the goal setting process

These offsite programs will be conducted in a facilitated interactive style where participants will experience presentations, discussions, breakout groups, exercises, or a combination of these formats. The customized offsite will be designed to accommodate the personalities of the participants and the issues and topics addressed.

As a result of experiencing the personalized offsite program developed for The City of Long Beach Department of Planning & Building the attendees will learn to work better together and communicate more effectively. Leadership skills will be enhanced, and the benefits of functioning, as a team will be emphasized, clarified, explained, and demonstrated. The entire organization will benefit from understanding the importance of capitalizing on each individual's knowledge, experience, and unique style.

This process keeps the participants creative and fresh in their approach. Each individual leaves each session with personal gains as well as a feeling of excitement about their contributions to the process.

We're a strong believer and practice that "the process is as critical as the content" and only through enhancing the process will we be able to enhance the content, implementation, and ultimately the results achieved.

As Needed Follow-up

The City's senior staff may request additional services. These services will be provided on an as needed or requested basis in half or full day increments. These services include "face time" with the lead consultant(s) on various subjects, initiatives, etc.

Costs

Estimated "Firm Fixed" Cost

	<u>Cost</u>
Leadership & Teamwork Offsite(s) (2 facilitators)*	12,500.00
As Needed Follow-up (per) - half day (1 facilitator)	4,500.00
- full day (1 facilitator) *	6,500.00
*add'l facilitator(s) per day	1,125.00

This "firm-fixed" price includes professional and staff consultants time for planning, preparation, production, facilitation, follow-up and ongoing consultations. All administrative support, scanning, word processing, production, fax, and telephone charges are included.

Other Direct Costs

Flip chart easels, pads, and markers may be supplied for the sessions at a cost of \$17.50 for each easel and \$10.00 for each pad. Other direct costs are \$200.00 per person for the Leadership & Teamwork materials. Materials include Personalysis, workbooks, and exercises.

"Personalysis" is a leadership style instrument. Each participant receives a "color graph" of his or her style in a plexiglass frame as well as a comprehensive twelve-page report. The instrument includes a confidential one-on-one thirty-minute consultation to discuss the individual's style, strengths, and opportunities (individually \$175.00 per participant). There are several developmental exercises that will be utilized within the program. Examples of exercises are; Situational Leadership, Desert Survival, Project Planning, Johari Window, etc. (individually \$12.95 per exercise) A workbook will be provided to each participant for them to follow along during the program, take notes or just as a tool for back on the job application (individually \$49.95 per person). All of these are included in the \$200.00 per person cost.

Travel as related to two consecutive day consultant time is a reimbursable expense. Travel can include airfare, lodging, transportation, and directly related out of pocket expenses. Reasonable and customary travel expenses, as outlined in Innovative Resources Consultant Group, Inc.'s travel guidelines, will be billed on an as occurring basis.

Off-site meeting arrangements and associated costs are the responsibility of The City of Long Beach Department of Planning & Building and are not included in this proposal.

Invoices and Payment

Invoices will be submitted by Innovative Resources Consultant Group, Inc. on a monthly basis in duplicate for the work completed to the designated individual or department. Each invoice will specify the description of the work completed and the time period covered. The City of Long Beach Department Planning & Building agrees to pay each invoice immediately upon receipt. The sum of the invoices submitted will not exceed the quoted "firm fixed" price and reasonable other direct costs.

Guarantee, Schedule & Deliverables

Guarantee of Services

We offer a 100% guarantee of our services. If additional time or sessions are required there will be no additional charges incurred. We will diligently work the process until the stated purpose and objectives are achieved.

Deliverables

Workbooks and a follow-up report will be supplied for the Leadership & Teambuilding offsites to all participants.

**CITY OF LONG BEACH POLICY FOR DISADVANTAGED, MINORITY-OWNED
AND WOMEN-OWNED BUSINESS ENTERPRISES**

It is the policy of the City of Long Beach to utilize Disadvantaged, Minority-Owned and Women-Owned Business Enterprises in all aspects of contracting including construction, the purchase of materials and services, including professional services, leases and the granting of concessions.

EXHIBIT "B"