



1 needed by Consultant, shall be available only during City's normal business hours and  
2 provided that milestones for performance, if any, are met.

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

16 D. Consultant represents that Consultant has obtained all necessary  
17 information on conditions and circumstances that may affect its performance and has  
18 conducted site visits, if necessary.

19 E. CAUTION: Consultant shall not begin work until this Agreement has  
20 been signed by both parties and until Consultant's evidence of insurance has been  
21 delivered to and approved by City.

22 2. TERM. The term of this Agreement shall commence at midnight on  
23 May 16, 2007, and shall terminate at 11:59 p.m. on May 16, 2008, unless sooner  
24 terminated as provided in this Agreement, or unless the services or the Project is  
25 completed sooner.

26 3. COORDINATION AND ORGANIZATION.

27 A. Consultant shall coordinate its performance with City's  
28 representative, if any, named in Exhibit "B", attached to this Agreement and incorporated

1 by this reference. Consultant shall advise and inform City's representative of the work in  
2 progress on the Project in sufficient detail so as to assist City's representative in making  
3 presentations and in holding meetings on the Project.

4 B. The parties acknowledge that a substantial inducement to City for  
5 entering this Agreement was and is the reputation and skill of Consultant's key employee  
6 Jan Perkins. City shall have the right to approve any person proposed by Consultant to  
7 replace that key employee.

8 4. INDEPENDENT CONTRACTOR. In performing its services,  
9 Consultant is and shall act as an independent contractor and not an employee,  
10 representative or agent of City. Consultant shall have control of Consultant's work and  
11 the manner in which it is performed. Consultant shall be free to contract for similar  
12 services to be performed for others during this Agreement; provided, however, that  
13 Consultant acts in accordance with Section 9 and Section 11 of this Agreement.  
14 Consultant acknowledges and agrees that (a) City will not withhold taxes of any kind from  
15 Consultant's compensation; (b) City will not secure workers' compensation or pay  
16 unemployment insurance to, for or on Consultant's behalf; and (c) City will not provide  
17 and Consultant is not entitled to any of the usual and customary rights, benefits or  
18 privileges of City employees. Consultant expressly warrants that neither Consultant nor  
19 any of Consultant's employees or agents shall represent themselves to be employees or  
20 agents of City.

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

26 (a) Commercial general liability insurance (equivalent in scope to  
27 ISO form CG 00 01 11 85 or CG 00 01 11 88) in an amount not less than  
28 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This

1 coverage shall include but not be limited to broad form contractual liability,  
2 cross liability, independent contractors liability, and products and  
3 completed operations liability. City, its officials, employees and agents  
4 shall be named as additional insureds by endorsement (on City's  
5 endorsement form or on an endorsement equivalent in scope to ISO form  
6 CG 20 10 11 85 or to both CG 20 10 10 01 and CG 20 37 10 01), and this  
7 insurance shall contain no special limitations on the scope of protection  
8 given to City, its officials, employees and agents.

9 (b) Workers' Compensation insurance as required by the California  
10 Labor Code and employer's liability insurance in an amount not less than  
11 \$1,000,000.

12 (c) Professional liability or errors and omissions insurance in an  
13 amount not less than \$1,000,000 per claim.

14 (d) Commercial automobile liability insurance (equivalent in scope  
15 to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an  
16 amount not less than \$500,000 combined single limit per accident.

17 Any self-insurance program, self-insured retention, or deductible must be  
18 separately approved in writing by City's Risk Manager or designee and shall protect City,  
19 its officials, employees and agents in the same manner and to the same extent as they  
20 would have been protected had the policy or policies not contained retention or  
21 deductible provisions. Each insurance policy shall be endorsed to state that coverage  
22 shall not be reduced, non-renewed or canceled except after thirty (30) days prior written  
23 notice to City, and shall be primary and not contributing to any other insurance or self-  
24 insurance maintained by City. Consultant shall notify City in writing within five (5) days  
25 after any insurance has been voided by the insurer or cancelled by the insured. If this  
26 coverage is written on a "claims made" basis, it must provide for an extended reporting  
27 period of not less than one year, commencing on the date this Agreement expires or is  
28 terminated, unless Consultant guarantees that Consultant will provide to City evidence of

1 uninterrupted, continuing coverage for a period of not less than three (3) years,  
2 commencing on the date this Agreement expires or is terminated.

3 Consultant shall require that all subconsultants or contractors that  
4 Consultant uses in the performance of these services maintain insurance in compliance  
5 with this Section unless otherwise agreed in writing by City's Risk Manager or designee.

6 Prior to the start of performance, Consultant shall deliver to City certificates  
7 of insurance and the endorsements for approval as to sufficiency and form. In addition,  
8 Consultant shall, within thirty (30) days prior to expiration of the insurance, furnish to City  
9 certificates of insurance and endorsements evidencing renewal of the insurance. City  
10 reserves the right to require complete certified copies of all policies of Consultant and  
11 Consultant's subconsultants and contractors, at any time. Consultant shall make  
12 available to City's Risk Manager or designee all books, records and other information  
13 relating to this insurance, during normal business hours.

14 Any modification or waiver of these insurance requirements shall only be  
15 made with the approval of City's Risk Manager or designee. Not more frequently than  
16 once a year, City's Risk Manager or designee may require that Consultant, Consultant's  
17 subconsultants and contractors change the amount, scope or types of coverages  
18 required in this Section if, in his or her sole opinion, the amount, scope or types of  
19 coverages are not adequate.

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

23 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement  
24 contemplates the personal services of Consultant and Consultant's employees, and the  
25 parties acknowledge that a substantial inducement to City for entering this Agreement  
26 was and is the professional reputation and competence of Consultant and Consultant's  
27 employees. Consultant shall not assign its rights or delegate its duties under this  
28 Agreement, or any interest in this Agreement, or any portion of it, without the prior

1 approval of City, except that Consultant may with the prior approval of the City Manager  
2 of City, assign any moneys due or to become due Consultant under this Agreement. Any  
3 attempted assignment or delegation shall be void, and any assignee or delegate shall  
4 acquire no right or interest by reason of an attempted assignment or delegation.  
5 Furthermore, Consultant shall not subcontract any portion of its performance without the  
6 prior approval of the City Manager or designee, or substitute an approved subconsultant  
7 or contractor without approval prior to the substitution. Nothing stated in this Section  
8 shall prevent Consultant from employing as many employees as Consultant deems  
9 necessary for performance of this Agreement.

10 7. CONFLICT OF INTEREST. Consultant, by executing this  
11 Agreement, certifies that, at the time Consultant executes this Agreement and for its  
12 duration, Consultant does not and will not perform services for any other client which  
13 would create a conflict, whether monetary or otherwise, as between the interests of City  
14 and the interests of that other client. And, Consultant shall obtain similar certifications  
15 from Consultant's employees, subconsultants and contractors.

16 8. MATERIALS. Consultant shall furnish all labor and supervision,  
17 supplies, materials, tools, machinery, equipment, appliances, transportation and services  
18 necessary to or used in the performance of Consultant's obligations under this  
19 Agreement.

20 9. OWNERSHIP OF DATA. All materials, information and data  
21 prepared, developed or assembled by Consultant or furnished to Consultant in  
22 connection with this Agreement, including but not limited to documents, estimates,  
23 calculations, studies, maps, graphs, charts, computer disks, computer source  
24 documentation, samples, models, reports, summaries, drawings, designs, notes, plans,  
25 information, material and memorandum ("Data") shall be the exclusive property of City.  
26 Data shall be given to City, and City shall have the unrestricted right to use and disclose  
27 the Data in any manner and for any purpose without payment of further compensation to  
28 Consultant. Copies of Data may be retained by Consultant but Consultant warrants that

1 Data shall not be made available to any person or entity for use without the prior approval  
2 of City. This warranty shall survive termination of this Agreement for five (5) years.

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

13 11. CONFIDENTIALITY. Consultant shall keep all Data confidential and  
14 shall not disclose the Data or use the Data directly or indirectly, other than in the course  
15 of performing its services, during the term of this Agreement and for five (5) years  
16 following expiration or termination of this Agreement. In addition, Consultant shall keep  
17 confidential all information, whether written, oral or visual, obtained by any means  
18 whatsoever in the course of performing its services for the same period of time.  
19 Consultant shall not disclose any or all of the Data to any third party, or use it for  
20 Consultant's own benefit or the benefit of others except for the purpose of this  
21 Agreement.

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

28 13. CHANGES AND EXTRA SERVICES. City may make changes

1 within the general scope of work under this Agreement, which is attached as Exhibit "A"  
2 hereto. Changes shall be in writing in the form of a change order and shall state the  
3 dollar amount of the change, any adjustment in the time for performance and, when  
4 negotiated prices are involved, shall provide for Consultant's signature indicating  
5 acceptance. If Consultant estimates that the change will cause an increase or decrease  
6 in the cost or time required for performance, Consultant shall so notify City of that fact.  
7 Any notification by Consultant shall be provided within ten (10) calendar days from the  
8 date of receipt by Consultant of the change order. In addition, Consultant shall notify City  
9 when Consultant identifies a condition which may change the initial scope of work or  
10 services. City shall notify Consultant within ten (10) calendar days of the acceptance or  
11 denial of such change. All changes shall be deemed part of this Agreement.

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

15 15. LAW. This Agreement shall be governed by and construed pursuant  
16 to the laws of the State of California (except those provisions of California law pertaining  
17 to conflicts of laws). Consultant shall comply with all laws, ordinances, rules and  
18 regulations of and obtain all permits, licenses and certificates required by all federal, state  
19 and local governmental authorities.

20 16. ENTIRE AGREEMENT. This Agreement, including all Exhibits,  
21 constitutes the entire understanding between the parties and supersedes all other  
22 agreements, oral or written, with respect to the subject matter in this Agreement.

23 17. INDEMNITY. Consultant shall, with respect to services performed in  
24 connection with this Agreement, indemnify and hold harmless City, its Boards,  
25 Commissions, and their officials, employees and agents (collectively in this Section,  
26 "City") from and against any and all liability, claims, demands, damage, loss, causes of  
27 action, proceedings, penalties, costs and expenses (including attorney's fees, court  
28 costs, and expert and witness fees) (collectively "Claims" or individually "Claim"). Claims



1 include allegations and include by way of example but are not limited to: Claims for  
2 property damage, personal injury or death arising in whole or in part from any negligent  
3 act or omission of Consultant, its officers, employees, agents, sub-consultants or anyone  
4 under Consultant's control (collectively "Indemnitor"); willful misconduct;  
5 misrepresentation; and Claims by any employee of Indemnitor relating in any way to  
6 worker's compensation. Independent of the duty to indemnify and as a free-standing  
7 duty on the part of Consultant, Consultant shall defend City and shall continue this  
8 defense until the Claim is resolved, whether by settlement, judgment or otherwise. No  
9 finding or judgment of negligence, fault, breach or the like on the part of Indemnitor shall  
10 be required for the duty to defend to arise. Consultant shall notify City of any Claim  
11 within ten (10) days. Likewise, City shall notify Consultant of any Claim, shall tender the  
12 defense of the Claim to Consultant, and shall assist Consultant, as may be reasonably  
13 requested, in the defense.

14 18. AMBIGUITY. In the event of any conflict or ambiguity between this  
15 Agreement and any Exhibit, the provisions of this Agreement shall govern.

16 19. COSTS. If there is any legal proceeding between the parties to  
17 enforce or interpret this Agreement or to protect or establish any rights or remedies under  
18 it, the prevailing party shall be entitled to its costs, including reasonable attorneys' fees.

19 20. NONDISCRIMINATION.

20 A. In connection with performance of this Agreement and subject to  
21 applicable rules and regulations, Consultant shall not discriminate against any employee  
22 or applicant for employment because of race, religion, national origin, color, age, sex,  
23 sexual orientation, AIDS, HIV status, handicap or disability. Consultant shall ensure that  
24 applicants are employed, and that employees are treated during their employment,  
25 without regard to these bases. These actions shall include, but not be limited to, the  
26 following: employment, upgrading, demotion or transfer; recruitment or recruitment  
27 advertising; layoff or termination; rates of pay or other forms of compensation; and  
28 selection for training, including apprenticeship.

1           B. It is the policy of City to encourage the participation of  
2 Disadvantaged, Minority and Women-Owned Business Enterprises in City's procurement  
3 process, and Consultant agrees to use its best efforts to carry out this policy in its use of  
4 subconsultants and contractors to the fullest extent consistent with the efficient  
5 performance of this Agreement. Consultant may rely on written representations by  
6 subconsultants and contractors regarding their status. City's policy is attached as Exhibit  
7 "C" to this Agreement. Consultant shall report to City in May and in December or, in the  
8 case of short-term agreements, prior to invoicing for final payment, the names of all  
9 subconsultants and contractors hired by Consultant for this Project and information on  
10 whether or not they are a Disadvantaged, Minority or Women-Owned Business  
11 Enterprise, as defined in Section 8 of the Small Business Act (15 U.S.C. Sec. 637).

12           21. NOTICES. Any notice or approval required by this Agreement shall  
13 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,  
14 postage prepaid, addressed to Consultant at the address first stated above, and to City at  
15 333 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a  
16 copy to the City Engineer at the same address. Notice of change of address shall be  
17 given in the same manner as stated for other notices. Notice shall be deemed given on  
18 the date deposited in the mail or on the date personal delivery is made, whichever occurs  
19 first.

20           22. COPYRIGHTS AND PATENT RIGHTS.

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

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

27           C. Consultant warrants that the Data does not violate or infringe any  
28 patent, copyright, trade secret or other proprietary right of any other party. Consultant

1 agrees to and shall protect, defend, indemnify and hold City, its officials and employees  
2 harmless from any and all claims, demands, damages, loss, liability, causes of action,  
3 costs or expenses (including reasonable attorney's fees) whether or not reduced to  
4 judgment, arising from any breach or alleged breach of this warranty.

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

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

18           25. CONTINUATION. Termination or expiration of this Agreement shall  
19 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,  
20 17, 19, 22 and 28 prior to termination or expiration of this Agreement.

21           26. TAX REPORTING. As required by federal and state law, City is  
22 obligated to and will report the payment of compensation to Consultant on Form 1099-  
23 Misc. Consultant shall be solely responsible for payment of all federal and state taxes  
24 resulting from payments under this Agreement. Consultant's Employer Identification  
25 Number is [REDACTED] If Consultant has a Social Security Number rather than an  
26 Employer Identification Number, then Consultant shall submit that Social Security  
27 Number in writing to City's Accounts Payable, Department of Financial Management.  
28 Consultant acknowledges and agrees that City has no obligation to pay Consultant until

1 Consultant provides one of these numbers.

2           27. ADVERTISING. Consultant shall not use the name of City, its  
3 officials or employees in any advertising or solicitation for business or as a reference,  
4 without the prior approval of the City Manager or designee.

5           28. AUDIT. City shall have the right at all reasonable times during the  
6 term of this Agreement and for a period of five (5) years after termination or expiration of  
7 this Agreement to examine, audit, inspect, review, extract information from and copy all  
8 books, records, accounts and other documents of Consultant relating to this Agreement.

9           29. THIRD PARTY BENEFICIARY. This Agreement is not intended or  
10 designed to or entered for the purpose of creating any benefit or right for any person or  
11 entity of any kind that is not a party to this Agreement.

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

3 MANAGEMENT PARTNERS, INC., a  
4 professional management consulting  
5 corporation

6 \_\_\_\_\_, 2007 By Gerald Newfarmer  
7 Gerald Newfarmer  
8 President & CEO  
9 (Type or Print Name)

10 \_\_\_\_\_, 2007 By Amy Cohen Paul  
11 Amy Cohen Paul  
12 (Type or Print Name)

13 "Consultant"

14 CITY OF LONG BEACH, a municipal  
15 corporation **ASSISTANT**

16 \_\_\_\_\_, 2007 By Christine J. Shipp  
17 Christine J. Shipp  
18 City Manager  
19 **EXECUTED PURSUANT**  
20 **TO SECTION 301 OF**  
21 **THE CITY CHARTER.**

22 This Agreement is approved as to form on 6/14,

23 2007.

24 ROBERT E. SHANNON, City Attorney

25 By Row A Conway  
26 Deputy

27 OFFICE OF THE CITY ATTORNEY  
28 ROBERT E. SHANNON, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Long Beach, CA 90802-4664

**City of Long Beach**  
**Exhibit A – Scope of Work and Estimated Project Schedule**

**SCHEDULE A – HIRING PROCESS STUDY**

**Activity 1 – Start Project**

Management Partners will begin the project with a meeting with the Project Coordinator and his/her designees to develop a more thorough understanding of perspectives and expectations for this project. Management Partners will request available written documents and data relating to program operations, including budget information, strategic and/or work plans, workload statistics, performance measures, previous customer survey data, customer complaint data, and other background information such as user protocols, administrative policies or instructions that may be relevant to current operations. We will request documents that serve as a framework for the City’s human resources practices including Civil Service provisions. We will also work with the Project Coordinator and his/her team to identify all stakeholders to be interviewed.

The start-up activity will lay the basis of the partnership between our project team and City staff. It will afford the opportunity to share information and to refine the project schedule so that it is comfortably integrated with other work demands that the staff must continue to handle, even as this project proceeds.

	ACTIVITY	ASSOCIATED DELIVERABLE	ACTIVITY COST
<b>Activity 1 - Start Project</b>			<b>\$ 5,493</b>
1.1	Mobilize for project	Deliver the Project Schedule (as Excel Spreadsheet)	
1.2	Hold kick off meeting with City; Interview Steering Committee	Deliver the Project Plan	
1.3	Request documents and data	Deliver the Information Request	
1.4	Identify city staff to be interviewed; including Administrative supervisors, Dept. Heads	Deliver Interview Schedule Request	

**Activity 2 – Document Core Business Processes**

Understanding how existing core processes function is the critical first step in helping the City achieve the goal of this assessment – to improve recruiting, hiring and retention of quality employees. We will interview all Human Resources Department and Civil Service Department directors, managers and supervisors to gain a full understand of their programs and processes.

During the interviews we will explore how the processes work and how the employees responsible for these processes measure their effectiveness. We are interested in the flow of work and the organizational relationships between other City work units, the methodology for prioritizing tasks, methods used to maximize applicant pools and market opportunities, how applicants are tracked during the recruitment process, the methodology for ranking and selecting applicants, and City programs and practices to retain and develop existing personnel. These interviews will afford an opportunity for us to identify specific, unique operational constraints and opportunities, as well as program staffing and performance factors.

In addition to centralized human resources operations such as those found in the City’s Human Resources and Civil Service Departments, other City departments often establish their own smaller human resources division or operation. This is particularly common in public safety agencies such as police and fire, and the interplay between department operations and the

**City of Long Beach**  
**Exhibit A – Scope of Work and Estimated Project Schedule**

central functions is important in assessing overall human resources operations for the City. We will interview City department directors having some form of human resources operation in their departments, as well as the managers of those operations (stakeholders will be identified during Activity 1 above).

We believe it is important to conduct individual interviews with each department director responsible for a program included within the scope of this review. Only then can we understand the particular background and departmental context, as well as the department director's unique perspective about that program and how departmental processes and programs differ from those that are centralized. While it is possible that the results of this study may result in ideas that will affect inter-departmental relationships and program operations, we believe it is important that those ideas be built on a foundation of respect for department history and perspectives about them.

During this activity we will document, and where relevant, create process maps of the core processes in employee recruitment, hiring, and development and retention. Documenting workflow through the creation of process maps is a widely accepted quality improvement tool that immediately brings to light the potential for process improvements. We will develop process maps based on our interviews and provide employees with an opportunity to refine the draft maps before we prepare the final version.

We will summarize information gathered through our analysis of documents and data, interviews and process maps to develop a thorough understanding of the City's existing work and business processes related to employee recruitment, hiring and development and retention.

	<b>ACTIVITY</b>	<b>ASSOCIATED DELIVERABLE</b>	<b>ACTIVITY COST</b>
	<b>Activity 2 - Document Core Business Processes</b>		<b>\$ 27,311</b>
2.1	Conduct interviews with all department directors, and all HR and Civil Service managers and supervisors	Conduct Interviews and deliver Interview Notes	
2.2	Summarize interviews	Deliver Interview Themes identifying specific, unique operational constraints and opportunities, as well as program staffing and performance factors	
2.3	Create process maps of core processes in recruitment, hiring, and retention	Document and deliver Process Maps and "snapshot" of Citywide demographics	
2.4	Review hiring files; identify applicants for phone interviews	Deliver an Interview List	
2.5	Conduct phone interviews and record responses	Conduct Interviews and deliver Interview Notes	
2.6	Summarize phone responses and themes	Deliver Interview Themes identifying specific, unique operational constraints and opportunities, as well as program staffing and performance factors	

**City of Long Beach**  
**Exhibit A – Scope of Work and Estimated Project Schedule**

**Activity 3 – Obtain Stakeholder Input**

City executives, managers and employees are partners in this review. They care about the quality of work that is produced and have a stake in the City's future. In any high performing organization, employees at all levels participate in improving the systems, structure, programs and processes so that employees can be proud about the ways services are delivered to customers. They know and have opinions about what works well in the City, what can be improved, and what factors need to be planned for in the future. Our experience is that tapping into that knowledge base through professionally conducted surveys is a useful source of learning and establishes a solid basis for successful implementation of recommendations at the conclusion of the project.

Management Partners will draft an online survey to be sent via e-mail to all City management and supervisory staff. The Project Coordinator and his/her team will approve the survey contents in advance. The survey will focus on how current HR programs and processes are working, how they impact the City's operations, how various programs affect employee retention and development, and how they might be improved. The survey can be taken over the computer. It will utilize a variety of types of questions including ranking scales and text boxes so that respondents can elaborate and enter textual information. The survey will be supplemented with four focus groups of randomly selected supervisors and managers from throughout the City. This will enable us to gather valuable input about how the City's processes currently operate and how they might be improved.

A survey of employees would be designed to ask questions about their experience with the City's hiring and promotion process, training and development needs and opportunities, and factors related to job satisfaction. It would supplement the focus groups with employees in terms of providing additional feedback about employees' opinions. The survey would be drafted by Management Partners and approved by the City before being implemented. An on-line format that utilizes multiple-choice questions is proposed. Paper surveys will also be accommodated.

At the conclusion of Activity 3, focus group and survey results will be summarized and provided to the City as an interim deliverable.

	<b>ACTIVITY</b>	<b>ASSOCIATED DELIVERABLE</b>	<b>ACTIVITY COST</b>
	<b>Activity 3 - Obtain Stakeholder Input</b>		<b>\$ 27,292</b>
3.1	Develop, implement, and analyze Management/Supervisor Survey	Deliver preliminary Draft Survey and implement Final Management/Supervisor Survey	
3.2	Develop, implement, and analyze All Employee Survey	Deliver preliminary Draft and implement Final All Employee Survey	
3.3	Facilitate four focus groups	Hold Focus Groups	
3.4	Summarize focus group results	Deliver Focus Group Summary	
3.5	Present Survey and Focus Group findings to City	Present and provide a copy of PowerPoint Presentation	



**City of Long Beach**  
**Exhibit A – Scope of Work and Estimated Project Schedule**

**Activity 4 – Identify and Analyze Hard-to-Fill Classifications and Make Recommendations for Improvements**

To meet the City's interest in obtaining objective data about classifications in six categories that are difficult to fill, Management Partners will conduct a diagnostic of selected classifications in the following areas: police, fire, engineering, trades, management (various disciplines), and one to-be-determined grouping. We will identify specific metrics for reports to be created from the City's GeoGOV system. We will seek information from a variety of sources, including interviews with managers and employees, interviews with Human Resources staff, and other data as may exist in City records.

We will examine data to identify the classifications for which there is difficulty recruiting or retaining the type of employees sought, and to learn likely causes of those difficulties. We will also undertake benchmarking with several selected agencies about particular classifications to ascertain whether the difficulties filling the target classifications are shared by other agencies and, if so, what practices they are using to overcome obstacles. Once we have identified the hard-to-fill classifications, diagnosed the probable reasons for the difficulties, and learned about strategies other agencies are using for the same classifications, we will apply our knowledge of best practices and create a set of recommendations designed to improve the City's ability to fill those positions.

	ACTIVITY	ASSOCIATED DELIVERABLE	ACTIVITY COST
	<b>Activity 4 - Identify and Analyze Hard-to-Fill Classifications</b>		<b>\$ 20,914</b>
4.1	Discuss positions with City	Conduct Interviews	
4.2	Conduct diagnostic statistical analysis/identify target classifications (12-15)	Conduct Interviews	
4.3	Conduct analysis and create strategies for target classifications	Provide a copy of Analysis and Recommendations PowerPoint	
4.4	Summarize findings and recommendations for target classifications	Deliver Working Papers (Memorandum) summarizing findings and recommendations for target classifications	
4.5	Discuss draft findings/recommendations with City	Present and provide a copy of PowerPoint Presentation	

**Activity 5 – Analyze Organization and Processes**

Management Partners' consultants have extensive national experience with best practices in service delivery in many jurisdictions. Applying the best practices from other local governments throughout California and the nation will be a thread that runs through this entire project.

We will utilize our existing knowledge of best practices in the human resources arena, supplemented by additional research about programs throughout the United States to identify best practices in the areas of municipal recruitment, hiring, and retention. Our focus will be to identify or test unique, innovative service delivery models and ideas that would be applicable in Long Beach's large and diverse community. These ideas will be analyzed for adoption by the

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**Exhibit A – Scope of Work and Estimated Project Schedule**

City of Long Beach and, if the analysis proves positive, will be recommended for implementation and cited in the project report.

We will review management systems, tools, and organizational structure that effect service delivery for these human resources/civil service functions. We will examine the processes to identify potential efficiencies in the workflow and streamlining that could occur. We will review the programs offered by the City to determine those adding value, those that do not, and those that are best practices elsewhere and should be added.

We will carefully analyze all of the information gathered in Activities 1 through 4. Our team will then identify potential improvements and summarize information for presentation to the City. We will create recommendations for organizational improvement and for recruiting, hiring and employee retention based on the unique needs of the City of Long Beach. We will review our preliminary recommendations with the City to obtain additional input.

	ACTIVITY	ASSOCIATED DELIVERABLE	ACTIVITY COST
	<b>Activity 5 - Analyze Organization and Processes</b>		<b>\$ 22,128</b>
5.1	Identify best HR practices throughout the US that would be applicable in Long Beach	Deliver Working Papers (Memorandum) identifying best Human Resources practices	
5.2	Review management systems, tools, organization structure to ID efficiencies	Deliver Working Papers (Memorandum) reviewing management systems, tools, organization structure	
5.3	Discuss summary of preliminary recommendations with City	Provide a copy of PowerPoint Presentation	

**Activity 6 – Report Results of Hiring Study**

The results of the above activities will be documented in a written report that outlines specific recommendations *that can be implemented*. The draft report will explain the analysis and facts considered relevant to affecting improvement, as well as the ideas important to understanding the reasons for recommendations and ways in which they should be implemented in the Long Beach organization. The draft report will be reviewed with the City to ensure factual accuracy and as a vehicle for discussing the ideas it presents prior to moving to a final project report and action plan for implementation.

After the draft report has been reviewed with the City, these recommendations will be placed into a draft Implementation Action Plan. The action plan is designed to be an executable plan of work that managers can use to implement the ideas set forth in the project report. Including preparation of an Implementation Action Plan along with the preparation of the project report itself has the salutary effect of keeping all participants focused on the reality that unless the ideas and recommendations in the report are executable and executed, they are a waste.

The draft action plan will list each separate recommendation, including component milestones. The amount of time required to complete each will be estimated, and the manager to be responsible for completion identified. The draft Action Plan can then be considered by the involved members of the city’s management team, and the relationship to other priorities and

**City of Long Beach**  
**Exhibit A – Scope of Work and Estimated Project Schedule**

work assignments can be evaluated. A realistic actual schedule of implementation can then be prepared and adopted. Management Partners will assist in this process to ensure that the success of this shared effort is realized. The draft action plan can be presented along with the final report in an electronic format that the City can easily update as implementation work progresses.

When the report is completed, the City of Long Beach will have an implementable action plan for execution. The details of the plan will have been developed in consultation with City staff to ensure support for implementation, and each of the key decisions required to authorize implementation will have been taken. Execution of that plan will require the energy and commitment of the City of Long Beach personnel.

Management Partners will assist City staff with implementation subsequent to acceptance of the action plan and final project report. Management Partners is unique among consulting firms in that our staff is experienced in managing city governments, including the implementation of organizational improvements. We believe that we can add value to your initiative for improvement by continuing to support the implementation of the action plan.

We anticipate that our team will be available to assist the City during implementation, with all team members remaining available for consultation during this phase, as appropriate.

	<b>ACTIVITY</b>	<b>ASSOCIATED DELIVERABLE</b>	<b>ACTIVITY COST</b>
	<b>Activity 6 - Report Results of Hiring Study</b>		<b>\$ 13,629</b>
6.1	Develop PowerPoint for validation workshop	Deliver Working Papers (Memorandum) regarding the validation workshop	
6.2	Conduct validation workshop with City	Present and provide a copy of PowerPoint Presentation	
6.3	Prepare draft report and obtain City's comments	Deliver Draft Report	
6.4	Finalize report	Deliver Final Report	
6.5	Prepare action plan	Deliver a preliminary Draft Action Plan	
6.6	Present Hiring Report to City	Deliver Final Report and Action Plan	
<b>INVOICING TOTAL FOR SCHEDULE A</b>			<b>\$116,767</b>

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**Exhibit A – Scope of Work and Estimated Project Schedule**

**SCHEDULE B – HUMAN RESOURCES ASSESSMENT**

**Activity 1 – Start Human Resources Assessment**

Specific work tasks would include:

- Start project (create schedule, conduct kick-off meeting with project team)
- Collect and analyze data
  - Conduct interviews and focus groups with Human Resources staff
  - Conduct two focus groups of Human Resources internal customers (these focus groups would be in addition to those held for the hiring study)
  - Assess current metrics for evaluating the Human Resources Department's performance
  - Review staffing and organization of the Human Resources Department
  - Review current methods of reporting and improving results of the department's work

ACTIVITY		ASSOCIATED DELIVERABLE	ACTIVITY COST
<b>Activity 1 - Start HR Assessment</b>			<b>\$ 8,288</b>
1.1	Create project schedule	Deliver Schedule (as Excel Spreadsheet)	
1.2	Meet with City to review and refine project process	Deliver Agenda and conduct meeting	
1.3	Request data and schedule interviews and focus groups	Deliver Data and information request	
1.4	Conduct interviews with HR staff	Conduct Interviews and provide Interview notes	
1.5	Summarize relevant information from interviews for Hiring Study	Deliver an Interview summary	
1.6	Conduct 2 focus groups with HR staff	Conduct Focus groups and deliver results summary	
1.7	Conduct 2 focus groups with HR internal customers	Conduct Focus groups and deliver results summary	
1.8	Review metrics for evaluating department performance	Deliver Working papers (Memorandum) on metrics for evaluating department performance	
1.9	Assess content and use of current reports of the department's work created by HR	Deliver Working papers (Memorandum) with assessment of reports created by HR	

**Activity 2 – Conduct HR Assessment Benchmarking**

Specific work tasks would include:

- Identify factors to be benchmarked with other agencies
- Identify agencies to benchmark
- Create specific benchmarking questions
- Conduct benchmarking survey
- Analyze results
- Summarize results

**City of Long Beach**  
**Exhibit A – Scope of Work and Estimated Project Schedule**

ACTIVITY		ASSOCIATED DELIVERABLE	ACTIVITY COST
<b>Activity 2 - Conduct HR Assessment Benchmarking</b>			<b>\$ 6,941</b>
2.1	Identify factors to be benchmarked with other agencies	Deliver Working papers (Memorandum) describing benchmarking factors	
2.2	Identify agencies to benchmark	Deliver Peer jurisdictions	
2.3	Create specific benchmark questions	Deliver preliminary draft Survey	
2.4	Conduct benchmarking survey	Conduct and Complete survey	
2.5	Analyze results	Deliver Working Papers (Memorandum) with preliminary results analysis	
2.6	Summarize results	Provide a copy of PowerPoint Presentation	

**Activity 3 – Develop HR Assessment Report**

Specific work tasks would include:

- Develop findings and recommendations
  - Conduct a validation workshop with the City to review findings and recommendations
  - Prepare a draft report and provide to City for review
- Prepare and present a final report
- Conduct a one-day workshop with Human Resources staff to prioritize recommendations and create an Implementation Action Plan

ACTIVITY		ASSOCIATED DELIVERABLE	ACTIVITY COST
<b>Activity 3 - Develop HR Assessment Report</b>			<b>\$ 20,488</b>
3.1	Develop findings and recommendations	Deliver Working Papers (Memorandum) with preliminary HR assessment findings	
3.2	Prepare PowerPoint presentation	Provide a copy of PowerPoint Presentation	
3.3	Conduct validation workshop with City to review findings and recommendations	Conduct Workshop and present PowerPoint Presentation	
3.4	Prepare draft report and provide to City for review	Deliver Draft report	
3.5	Review City's comments on draft report	Deliver Revised Draft	
3.6	Prepare final report	Deliver Final Report	
3.7	Present to City the final report	Conduct Presentation	
3.8	Plan and hold one-day workshop with HR staff to prioritize recommendations	Conduct one-day Workshop and provide recommendation priorities	
3.9	Prepare Action Plan	Deliver Draft Action Plan	

**City of Long Beach**  
**Exhibit A – Scope of Work and Estimated Project Schedule**

3.10	Present Action Plan to City	Deliver Final Presentation and Action Plan	
<b>INVOICING TOTAL FOR SCHEDULE B</b>			<b>\$ 35,717</b>
<b>PROJECT TOTAL</b>			<b>\$152,484</b>

## **Exhibit B**

City of Long Beach  
City's Representative  
Suzanne R. Mason  
Director of Human Resources  
333. W. Ocean Blvd. – 13<sup>th</sup> Floor  
Long Beach, CA 90802

## **Exhibit C**

### **City Of Long Beach Diversity Outreach Program**

It is the policy of the City of Long Beach to utilize Disadvantage, Minority, Women, Disabled Veteran, and Long Beach Business enterprises (DBE, MBE, WBE, DVBE, and LBBE) in all aspects of contracting relating to construction, materials and services, professional services, land development-related activities and lease and concessions. This policy applies to all departments reporting to the City Manager (and strongly recommended for adoption by Non-City Manager departments) who may, by their authority, award contracts in the above-referenced areas. The City is fully committed to encouraging the participation of DBEs, MBEs, WBEs, DVBEs, and LBBEs in all phases of procurement and contracting activity.

The City of Long Beach, through the City Council, will take all responsible steps to ensure that DBEs, MBEs, WBEs, DVBEs, and LBBEs have the maximum opportunity to complete for and perform City contracts.