

**AGREEMENT FOR CONSULTANT SERVICES BETWEEN
CITY OF TEMECULA AND COOPERATIVE PERSONNEL SERVICES
DBA: CPS HR CONSULTING**

EMPLOYEE TRAINING SERVICES

THIS AGREEMENT is made and effective as of **October 1, 2018**, between the **City of Temecula**, a municipal corporation (hereinafter referred to as "City"), and **Cooperative Personnel Services DBA: CPS HR Consulting**, a **Joint Powers Authority** (hereinafter referred to as "Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on **October 1, 2018**, and shall remain and continue in effect until tasks described herein are completed, but in no event later than **June 30, 2020**, unless sooner terminated pursuant to the provisions of this Agreement.

The City may, upon mutual agreement, extend the contract for one (1) additional one (1) year term. In no event shall the contract be extended beyond **June 30, 2021**.

2. SERVICES

Consultant shall perform the services and tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

3. PERFORMANCE

Consultant shall at all times faithfully, competently and to the best of his or her ability, experience, and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. PAYMENT

a. The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B, other than the payment rates and schedule of payment, are null and void. This amount shall not exceed **thirty thousand dollars (\$30,000)** for the total term of this agreement unless additional payment is approved as provided in this Agreement.

b. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given to Consultant for the performance of said services.

c. Consultant will submit invoices monthly for actual services performed. Invoices shall be submitted between the first and fifteenth business day of each month, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's fees, it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. For all reimbursements authorized by this Agreement, Consultant shall provide receipts on all reimbursable expenses in excess of Fifty Dollars (\$50) in such form as approved by the Director of Finance.

5. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

a. The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

b. In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City, pursuant to Section entitled "**PAYMENT**" herein.

6. DEFAULT OF CONSULTANT

a. The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

b. If the City Manager or his delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, it shall serve the Consultant with written notice of the default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

7. OWNERSHIP OF DOCUMENTS

a. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records, shall give City the right to

examine and audit said books and records, shall permit City to make transcripts there from as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

8. INDEMNIFICATION

The Consultant agrees to defend, indemnify, protect and hold harmless the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, its officers, officials, employees and volunteers from and against any and all claims, demands, losses, defense costs or expenses, including attorney fees and expert witness fees, or liability of any kind or nature which the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, its officers, agents, employees or volunteers may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property arising out of Consultant's negligent or wrongful acts or omissions arising out of or in any way related to the performance or non-performance of this Agreement, excepting only liability arising out of the negligence of the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency.

9. INSURANCE REQUIREMENTS

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

a. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1) Insurance Services Office Commercial General Liability form No. CG 00 01 11 85 or 88.

2) Insurance Services Office Business Auto Coverage form CA 00 01 06 92 covering Automobile Liability, code 1 (any auto). If the Consultant owns no automobiles, a non-owned auto endorsement to the General Liability policy described above is acceptable.

3) Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance. If the Consultant has no employees while performing under this Agreement, worker's compensation insurance is not required, but Consultant shall execute a declaration that it has no employees.

4) Professional Liability Insurance shall be written on a policy form providing professional liability for the Consultant's profession.

b. Minimum Limits of Insurance. Consultant shall maintain limits no less than:

1) General Liability: One Million (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2) Automobile Liability: One Million (\$1,000,000) accident for bodily injury and property damage.

3) Worker's Compensation as required by the State of California; Employer's Liability: One Million Dollars (\$1,000,000) per accident for bodily injury or disease.

4) Professional Liability Coverage: One Million Dollars (\$1,000,000) per claim and in aggregate.

c. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions shall not exceed Seventy-Five Thousand Dollars and No Cents (\$75,000).

d. Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1) The City of Temecula, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees and volunteers are to be covered as insured's, as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City of Temecula, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees or volunteers.

2) For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City of Temecula, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees and volunteers. Any insurance or self-insured maintained by the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Temecula, the Temecula Community Services District, and the Successor Agency to the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees or volunteers.

4) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5) Each insurance policy required by this agreement shall be endorsed to state in substantial conformance to the following: If the policy will be canceled before the expiration date the insurer will notify in writing to the City of such cancellation not less than thirty (30) days' prior to the cancellation effective date.

6) If insurance coverage is canceled or, reduced in coverage or in limits the Consultant shall within two (2) business days of notice from insurer phone, fax, and/or notify the City via certified mail, return receipt requested of the changes to or cancellation of the policy.

e. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of A:-VII or better, unless otherwise acceptable to the City. Self-insurance shall not be considered to comply with these insurance requirements.

f. Verification of Coverage. Consultant shall furnish the City with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the City. All endorsements are to be received and approved by the City before work commences. As an alternative to the City's forms, the Consultant's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

10. INDEPENDENT CONTRACTOR

a. Consultant is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

b. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

11. LEGAL RESPONSIBILITIES

The Consultant shall keep itself informed of all local, State and Federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such ordinances, laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

12. RELEASE OF INFORMATION

a. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents or subcontractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

b. Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any

deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

13. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice. Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

Mailing Address: City of Temecula
Attn: City Manager
41000 Main Street
Temecula, CA 92590

To Consultant: CPS HR Consulting
Attn: Karen Evans
2450 Del Paso Road., Suite 120
Sacramento, California 95834

14. ASSIGNMENT

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and the Consultant.

15. LICENSES

At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

16. GOVERNING LAW

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the City of Temecula. In the event such litigation is filed by one party against the other to enforce its rights under this Agreement, the prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorney fees and litigation expenses for the relief granted.

17. PROHIBITED INTEREST

No officer, or employee of the City of Temecula that has participated in the development of this agreement or its approval shall have any financial interest, direct or indirect, in this

Agreement, the proceeds thereof, the Consultant, or Consultant's sub-contractors for this project, during his/her tenure or for one year thereafter. The Consultant hereby warrants and represents to the City that no officer or employee of the City of Temecula that has participated in the development of this agreement or its approval has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, the proceeds thereof, or in the business of the Consultant or Consultant's sub-contractors on this project. Consultant further agrees to notify the City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement.

18. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.


19. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he or she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder. The City Manager is authorized to enter into an amendment on behalf of the City to make the following non-substantive modifications to the agreement: (a) name changes; (b) extension of time; (c) non-monetary changes in scope of work; (d) agreement termination.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.


CITY OF TEMECULA


Cooperative Personnel Services, DBA: CPS HR Consulting

By: 
Aaron Adams, City Manager

By: 
Vicki Quintero-Brashear, Director of Products & Services

ATTEST:

By: 
Randi Johl, City Clerk

By: 
Gerald Greenwell, Chief Executive Officer

APPROVED AS TO FORM:

By: 
Peter M. Thorson, City Attorney

CONSULTANT

Cooperative Personnel Services, DBA: CPS HR Consulting

Karen Evans, Training Center Manager

2450 Del Paso Rd, Suite 120

Sacramento, California 95834

Phone: (916) 471-3341

Email: kevans@cpsshr.us

PM Initials: 
Date: 10/20/18

EXHIBIT A

Tasks to be Performed

All tasks to be performed are per the proposal provided by the Consultant attached hereto and incorporated herein as though set forth in full.

In addition, our learning management system and other web-based applications will allow us to send notifications ahead of each class to learners, allow learners to complete the course evaluation and receive their certificate of completion electronically, “push” content to learners ahead of and following completion of a course; incorporate badges and provide leader boards; group courses into a sequenced learning path; and provide collaborative web-based spaces for networking, resource sharing and collaboration.

Course Descriptions and Learning Objectives

Following are descriptions of our proposed courses and their area of targeted development. Partial curriculum for select courses is provided in **Appendix B** (*Please note that these materials are confidential and proprietary*).

Component 2: Communication	
Learning Area	CPS HR Course Description and Outcomes
Active Listening	<p>Effective Listening (1-day course)</p> <p>This one-day class will help you improve your communication skills in the vital area of listening. Effective listening habits improve relationships at work, provide the opportunity to learn, and have a positive impact on productivity.</p> <p>Listening skills help in many work environments, including problem solving, meetings, to help customers and others stay calm during disagreements, when speaking to someone with a language barrier, and to help people think through options.</p> <p><u>Learning Objectives</u></p> <ul style="list-style-type: none"> • Distinguish among several different levels of listening • Recognize and avoid poor listening habits • Use a variety of effective listening skills • Describe your preferred listening style(s) • Display appropriate nonverbal listening behaviors
Critical Thinking	<p>Introduction to Critical Thinking (2-day course)</p> <p>This course covers concepts and methods central to sound critical thinking. It provides skills useful to analysts during problem identification, identifying and evaluating alternatives, and other steps in the problem solving process and should provide valuable assistance to departments' analysts and managers in these times of limited resources.</p> <p><u>Learning Objectives</u></p> <ul style="list-style-type: none"> • Understand a critical thinking approach to gaining clarity, evaluating information, making sound decisions and problem solving • Identify and analyze the methods used in organizing thoughts • Distinguish between and evaluate the parts of an argument • Distinguish between the presenting problem, symptoms and root cause

Component 2: Communication	
Learning Area	CPS HR Course Description and Outcomes
	<ul style="list-style-type: none"> Recognize common reasoning fallacies that conceal or misdirect from real issues and opportunities Recognize the importance of different thinking styles for a richer variety of explanations and solutions Facilitate and support creativity in idea generation Utilize selected tools and techniques as guides to critical thinking and gaining critical stakeholder buy-in
Learning Strategies	<p>Instructional Techniques for Trainers (3-day course)</p> <p>This class for trainers provides active participation and practice in training skills. Learn design and development, writing behavioral objectives, preparation and practice, electronic aids, adult learning principles, handling difficulties in the classroom, and evaluation of training methods. Participant trainings will be videotaped for feedback purposes. You will become more comfortable in front of a group while in a supportive learning environment.</p> <p><u>Learning Objectives</u></p> <ul style="list-style-type: none"> Properly determine training objectives Design and develop training modules Use adult learning principles in training Use electronic slides effectively Practice stand-up training techniques Evaluate training content and methodology Effectively handle typical training problems
Social Perceptiveness	<p>Emotional Intelligence (1-day course)</p> <p>Emotional intelligence describes the ability to understand one's own feelings. It also provides great insight on how emotion influences motivation and behavior. In this workshop participants will gain a better understanding of self-management and self-awareness. This in turn will give them better insight and control over their actions and emotions. With a greater understanding of emotions participant's will experience a positive impact on their professional and personal lives.</p> <p><u>Learning Objectives</u></p> <ul style="list-style-type: none"> Define Emotional Intelligence Define the ability-based model of emotional intelligence Gain new skills in identifying emotions Learn a process for using and understanding emotions Understand associated verbal and nonverbal communication Use the concepts and techniques for application in the workplace

Component 2: Communication	
Learning Area	CPS HR Course Description and Outcomes
	<p>Partnering Generational Workstyles</p> <p>Never in the history of American business have there been four generations in the workplace. The generational diversity and the challenges and opportunities it presents will be the focus of this class. Through an interactive learning process, participants will understand the differences between the four generations and learn how to recruit and motivate them.</p> <p><u>Learning Objectives</u></p> <ul style="list-style-type: none"> • Overview of the differences between the four generations and common generational characteristics • Understanding of the different motivational triggers for the generations • A discussion regarding the new definition of organization loyalty • Learning new recruiting methodologies that appeal to the Generation X's and Generation Y's
Speaking	<p>Communicating Effectively</p> <p>Communication skills are the foundation of effectiveness at work. With an emphasis on professional and clear communication, this one-day class will help you improve your oral communication skills, increase your ability to understand and be understood, and help you have more influence. Improve your listening skills, assertive skills, and nonverbal communications in this class.</p> <p><u>Learning Objectives</u></p> <ul style="list-style-type: none"> • Describe the communication process and why it breaks down • Listen effectively to coworkers and customers • Differentiate between assertive, aggressive, and passive communication styles • Assess the effects of different communication styles on the speaker and the listener • Communicate more clearly by using appropriate non-verbal behavior <p>Interpersonal Skills (2-day course)</p> <p>Interpersonal skills are the foundation of effective relationships at work. With an emphasis on professional and clear communication, this two-day interactive training will help you improve your oral communication skills, increase your ability to understand and be understood, and help you have more influence. This class provides you with practice in these skills, and opportunities to discuss and solve actual interpersonal work issues. Improve your first impression, your listening skills, assertive skills, and nonverbal communications in this class.</p> <p><u>Learning Objectives</u></p> <ul style="list-style-type: none"> • Describe the communication process and why it breaks down • Listen effectively to problem-solve with customers and coworkers

Component 2: Communication	
Learning Area	CPS HR Course Description and Outcomes
	<ul style="list-style-type: none"> • Differentiate between assertive, aggressive and passive interpersonal styles • Explain the effects that different interpersonal styles have on ourselves and others • Provide and receive effective feedback • Communicate directly by using non-verbal behaviors that confirm your message • Practice skills learned in class to improve the interpersonal process
Judgment and Decision-Making; Active Learning	<p>Problem-Solving and Decision-Making (2-day course)</p> <p>This program provides realistic experiences that allow you to integrate and apply skills in group planning, problem solving, decision making, and facilitating positive group behaviors and processes. You will develop specific team task and relationship skills by practicing these techniques during this highly interactive workshop.</p> <p><u>Learning Objectives</u></p> <ul style="list-style-type: none"> • Define a problem, write a clear problem statement, and distinguish between the terms “symptom,” “root cause,” and “solution” • Utilize consensus-seeking techniques as a meaningful group process strategy • Follow an analytical process with guidelines and criteria for identifying, analyzing, and solving problems • Use basic data collection tools and techniques • Develop an action plan and use basic project scheduling and monitoring tools and techniques • Provide feedback on essential training components to classmates via group problem solving project presentations • Describe a process for making ethical decisions when all parties feel that they are “right” • Present four effective formats for communicating and selling ideas • Transfer training content and process into the daily work environment
Monitoring	<p>Improving Employee Performance and Accountability (2-day course)</p> <p>This course is intended for supervisors and managers who are responsible to set expectations, improve employee performance, and ensure employee accountability. It encompasses job documentation, communicating expectations and coaching employees to ensure success. Participants will learn the steps to identify and establish performance measurements and conduct the Performance Appraisal/Individual Development Plan. Additionally, participants will learn to give continual positive and negative feedback as well as to provide the necessary ingredients for sufficient and effective documentation to support the progressive discipline process. Participants will know how to support the assessment of the appropriate adverse action when necessary. Most importantly, participants will be able to motivate employees to change behavior and learn the steps to sustain the new performance level.</p>

Component 2: Communication	
Learning Area	CPS HR Course Description and Outcomes
	<p><u>Learning Objectives</u></p> <ul style="list-style-type: none"> • Be able to list how to set expectations to ensure employee accountability. • Recognize the steps to identify and establish performance standards. • Determine performance measurements to ensure accountability for each of the competencies listed on the Individual Development Plan (IDP). • Apply the steps to effective employee coaching. • Develop the ability to give more effective positive and negative feedback. • Conduct the probationary performance review. • Conduct an effective annual performance review/Individual Development Plan. • Understand the necessary ingredients for sufficient and effective documentation. • List the steps in the progressive discipline process. • Support the assessment and facilitate the determination of the appropriate adverse action when necessary. • Motivate employees to change behavior and learn the steps to sustain the new performance level. <p>Process Improvement in Government (2-day course)</p> <p>This seminar presents the concepts and practice of business process management, and business process improvement in government. It will introduce, demonstrate, and allow practice on the tools and techniques of process improvement, including five principal kinds of flowcharts and matching methods for process flow analysis and improvement through a plan/do/check/act (PDCA) methodology.</p> <p>The class begins with an introduction to process analysis, including the SIPOC (supplier/input/process/output/customer) model and presents a comprehensive review of the major practices of process management including the definition of quality, prevention, error proofing, variation, stable process, and capable process. Participants will review the Value Stream Mapping concepts of LEAN and the history and use of all major process improvement methodologies including Continuous Quality Improvement (CQI), process reengineering, kaizen, 5S, ISO, and Six Sigma.</p> <p>The class trains students in the use of the American Society for Quality, Government Division Process Maturity Guidelines, as a continuing means of process management in their agencies, and as an alternative to the CMMI model. It also presents the ASQ Team Excellence Award structure as a framework for process improvement efforts. Students will obtain a complete list of the best recognized process improvement resource materials in support of their continuing efforts.</p> <p><u>Learning Objectives</u></p> <ul style="list-style-type: none"> • Recognize opportunities for business process improvement and be able to design and implement an appropriate change process structure:

Component 2: Communication	
Learning Area	CPS HR Course Description and Outcomes
	<ul style="list-style-type: none"> • Identify key work process and distinguish it from other types of work • Recognize the impact of supplier inputs on process quality • Explain process sustainability and problem prevention • Understand and use the Plan/ Do/ Check/ Act cycle • Quickly develop process flow charts • Understand when a process is “stable” and “capable” • Understand the different solutions for special cause and common cause problems • Be able to analyze process problems through major analysis tools • Understand LEAN and Value Add Flowcharting • Recognize and explain all major process improvement terms and disciplines • Develop and use relevant process metrics in problem solving and process management • Audit process maturity • Initiate and lead a process improvement effort
Complex Problem Solving	<p>Applying Analytical Skills (3-day course)</p> <p>This is your opportunity to make sense of the overwhelming amount of data you are inundated with daily so that you can make the best recommendation for your department, division or unit. This three-day workshop begins with Part I which includes a two-day classroom training session and is followed by 3-5 weeks of on-the-job application. Participants then return to the classroom for Part II, a one-day discussion and presentation of results. This workshop includes interactive learning combined with discussion, lecture, and a short application project. The two-day classroom training session includes:</p> <ul style="list-style-type: none"> • How do I know a problem exist? • How do I describe an issue or state the problem? • What are abductive, deductive, and inductive reasoning? • How do I select the proper methodology for collecting my data? • Which analytical tools and data displays are most effective? • What are common government report formats? How do I choose the proper one for my results? • How do I utilize my presentation, written paper, and PowerPoint to justify my findings? <p>Then participants are given a few weeks (~3-5) to apply their skills to a real departmental problem with management input and support. In the one-day classroom follow-up session, the analyst will:</p> <ul style="list-style-type: none"> • Provide the Instructor with a short, written paper • Present a summary of findings to the class using PowerPoint • Receive constructive feedback on their paper, presentation and PowerPoint

Component 2: Communication	
Learning Area	CPS HR Course Description and Outcomes
	<p><u>Learning Objectives</u></p> <ul style="list-style-type: none"> • Improve your analytical skills • Organize information from multiple sources • Identify issues that are essential for understanding the problem • Create a data collection plan • Evaluate data and deal with information gaps • Prepare a conclusion to a recommendations paper • Create and deliver a brief presentation that gets buy-in
Time Management	<p>Managing Your Time Wisely to Become a High Performer</p> <p>The purpose of this course is to assist employees to establish a productive time management system. Their system will overcome time barriers such as how to prioritize, how to move past indecision, and working with the team. Training will include:</p> <p><u>Learning Objectives</u></p> <ul style="list-style-type: none"> • Ground rules about Time Management • Discover where all your time is going • Explore, define and live the CORE • The power of systems to manage work • Creating a personalized system • Communicating results and requests • Self-management • Creating accountability around execution <p>Organizing and Prioritizing for Success</p> <p>Organizing Your Personal Workspace: Are you swimming in a cubicle of paper? Ever find yourself searching for something you just put down? Do you scramble to find notes from a meeting, and, after a while, just give up, hoping nothing important will slip through the cracks? Are you frustrated with your multiple failed attempts to “finally” get organized? If you answered “yes” to any of these questions, then this class is for YOU! An additional module on “Managing Multiple Priorities” is included in this workshop.</p> <p><u>Learning Objectives</u></p> <ul style="list-style-type: none"> • Identify your own organizational “style” • Evaluate principles of organization • Identify internal and external sources of clutter and disorganization and how they can threaten your organizational efforts • Create a plan to minimize those “threat” and organize your personal workspace • Outline a plan to stay organized

Component 2: Communication	
Learning Area	CPS HR Course Description and Outcomes
	<p>Managing Multiple Priorities</p> <p>In today's workplace, rarely do we have the luxury of managing one or two simple projects at a time where deadlines are generous, resources ample, and management patient. Instead we have competing deadlines, conflicting objectives, limited resources, and a superior who wants everything done perfectly, yesterday. In this workshop we'll explore some strategies for managing multiple priorities to ensure you remain productive in attaining your personal and professional goals.</p> <p><u>Learning Objectives</u></p> <ul style="list-style-type: none"> • Conduct a self-assessment to identify areas of strength and improvement • Identify priorities based on values as they pertain to work and home • Apply SMART goal setting and action planning techniques to work goals • Practice applying several prioritization strategies to a workplace scenario • Identify strategies to conquer threats to effective time management
Negotiation	<p>Negotiation Skills (2-day course)</p> <p>This workshop for all employees will improve your ability to reach an agreement using effective negotiation skills.</p> <p><u>Learning Objectives</u></p> <ul style="list-style-type: none"> • Develop the skills of effective negotiators • Plan for negotiations • Identify dirty tricks, gambits, and obstacles that may be encountered during negotiations • Break down barriers to effective communication • Locate power sources and use them to your best advantage • Participate in mutual agreements
Systems Analysis	<p>Fundamentals of Data Analysis (2-day course)</p> <p>This is a survey course for government employees to spend 2 days learning and practicing the fundamentals of data analysis for the public sector. Students will learn the theory and skills by watching pre-requisite videos to be able to spend most of the in-person time focused on hands-on, guided practice. The training session will culminate with the presentation of small group capstone projects.</p> <p><u>Learning Objectives</u></p> <ul style="list-style-type: none"> • Improved capabilities to use data in day-to-day work activities • Understanding of how to leverage frameworks and resources to guide future data analysis efforts • Connections with fellow practitioners and students • Eligibility to earn certificate of completion from Socrata

Component 2: Communication	
Learning Area	CPS HR Course Description and Outcomes
	<p>Organizational Strategy and Logic Modeling</p> <p>This workshop moves beyond the traditional concept of long-range strategic planning to help managers and supervisors strengthen their ability to think strategically and respond to rapid changes in expectations, technologies, budgets, and other critical factors. Participants who attend this workshop will be able to apply a variety of planning tools and techniques to effectively plan, implement, assess, and modify organizational and programmatic strategies. The workshop introduces logic modeling as a conceptual technique for aligning an organization's mission, goals, and objectives with both ongoing and emerging work strategies. It also highlights effective ways of engaging key stakeholders in organizational strategy formation and implementation.</p> <p><u>Learning Objectives</u></p> <ul style="list-style-type: none"> • Articulate the relationship between strategic thinking and strategic planning • Identify trends impacting current and future strategy • Explore the benefits and limitations of different approaches to organizational strategy • Write SMART goals and objectives • Identify and avoid strategic planning pitfalls • Explore ways of engaging organizational stakeholders in strategy creation • Use logic modeling to align an organization's mission, goals, and objectives with ongoing work initiatives • Identify performance metrics to evaluate impact and results and improve organizational initiatives • Communicate the results of key initiatives based on logic models <p>Strategies for Collecting Data, Analyzing Data and Reporting Results</p> <p>Data analysis is the process of describing and interpreting quantitative information. This introductory seminar will guide students through the three basic steps involved in conducting research: collecting data, analyzing data, and reporting the results.</p> <p><u>Learning Objectives</u></p> <ul style="list-style-type: none"> • Understand the nature of data and variables • Review data sampling strategies • Discuss when to use specific rating scales • Discuss the proper uses and limitations of descriptive and inferential statistics • Discuss ethical issues and statistical fallacies associated with conducting research • Review strategies for analyzing data • Choose the right presentation method to display your results • Properly formatting the results into a data analysis report

Component 7: Professional Business Writing

CPS HR Course Description and Outcomes

Applied Professional Writing Workshop (2-day course)

Do you want to take your business writing to the next level? Would you like to have your writing evaluated by a neutral person outside of your organization? Are you looking for some one-on-one coaching from a writing professional?

This two-day writing workshop will provide you with one day of writing instruction and short exercises, followed by a day of intensive writing practice, coupled with peer evaluations and a 15-minute private coaching session with the instructor.

Learning Objectives

- Go beyond writing basics, digging into deeper concepts (like strategies for imposing logical flow)
- Evaluate several business writing examples, including memos, reports, and emails, then practice drafting similar documents
- Discuss professional email best practices (like having a clear call to action)
- Develop a checklist of common business writing pitfalls and how to avoid them
- Learn how to best conduct a peer review (or supervisor's review) of colleagues' documents and how to give effective, meaningful feedback—without re-writing the document
- Get a one-on-one private coaching session with the instructor, reviewing a document they wrote

Foundations of Grammar and Punctuation

Is your grammar handbook collecting dust on your shelf? Why do so many writers guess at the “rules” rather than look them up? Could it be those frightening grammar terms, such as antecedent, dependent clause, and subjunctive mood? And does the question mark go inside the closing quotation or outside?

Whether you write or review documents, you will be more confident once you know the rules that govern grammar and punctuation. In this one-day class, we will review the basics of grammar, with a focus on sentence structure and syntax. As we identify and correct common grammar and punctuation errors, you will become informed drafters, making changes to your own documents as well as to those of others, not because “it sounds better,” but because you know the rules.

Learning Objectives

- Review the nuts and bolts of sentence structure
- Review correct use of commas, semicolons, colons, and dashes
- Identify and correct the run-on, comma splice, and fragment error
- Review rules of subject-verb agreement
- Review rules of pronoun-antecedent agreement
- Discuss common grammar myths, such as beginning sentences with “because,” ending sentences with prepositions, and splitting infinitives

Component 7: Professional Business Writing

CPS HR Course Description and Outcomes

Grammar Intensive (2-day course)

This program will debunk confusing myths about language and give you confidence in your ability to use and explain grammar, punctuation, and usage rules.

Learning Objectives

- Correctly apply contemporary rules for agreement, pronoun use, sentence construction, parallelism, and use of modifiers
- Correctly apply contemporary rules for using commas, semicolons, colons, quotation marks, hyphens, apostrophes, and other punctuation
- Review and apply rules for capitalization and writing numbers
- Apply contemporary grammar and usage standards to sample documents by editing and proofreading the samples
- Distinguish grammar rules from individual preferences or myths

Foundations of Effective Writing

What's the difference between passive and active voice? Is it affect or effect? How should I begin? What will be my tone? Do you ever feel as though your business writing skills would benefit from a good refresher course? Having effective communication skills at work is essential for creating clear, professional, emails, letters, summaries or reports in a timely manner. Once your business writing skills begin to improve, you will feel more confident whenever you must write to colleagues and clients. Foundations of Effective Writing is an intensive one-day training workshop that will offer valuable information and fun group activities to build the foundation for successful business writing:

- The elements of effective including audience, purpose, content, formatting, revision & proofreading
- Writing process
- Plain language
- Tone
- Style and Usage
- Correct grammar and spelling

Learning Objectives

- Identify and practice the five elements of effective writing
- Learn the importance of an effective writing process
- Know how to use plain language: clear, concise, organized
- Understand how a well-defined purpose serves as a compass for any writing task
- Write to meet the needs of both their agency and their readers
- Identify the appropriate tone for business writing
- Practice good writing style and usage
- Review basic grammar rules and common spelling errors

Component 7: Professional Business Writing

CPS HR Course Description and Outcomes

Framework for Effective Writing

This class is for you if you'd like all your business correspondence to be professionally written but in less time. Through a combination of direct instruction, group activities and individual exercises, this class is designed for the busy professional who wants to learn specific writing strategies for quickly creating easy-to-read documents.

The class will emphasize the three essentials of successful business writing:

- Logical organization
- Clear, concise messages
- Appropriate tone

Learning Objectives

- Identify and practice organizing techniques: brainstorming, outlines, paragraph structure, graphics, formatting emails, letters, and reports
- Know how to use plain language: clear, concise, specific
- Identify the appropriate tone for business writing
- Sending the "bad news" message in an acceptable manner
- Practice good writing style and usage

Technical Writing (2-day course)

This workshop is for engineers, scientists, planners, administrators, or other professionals who write or edit technical reports.

It will help you develop planning, engineering, research, environmental, and other technical reports.

Learning Objectives

- Review sample technical writings and correct errors
- Establish critical standards for technical writing
- Use various techniques for communicating technical information to non-technical readers
- Edit preliminary drafts of technical documents for clarity, economy, and emphasis
- Use appropriate graphic devices to enhance report readability and facilitate easy access and retrieval of information
- Evaluate and test readability
- Evaluate organization and paragraph structure
- Learn and evaluate critical format elements of technical reports to enhance easy use and retrieval of information

Component 7: Professional Business Writing**CPS HR Course Description and Outcomes****Writing Skills for Analysts**

Learn how to analyze your writing task, determine your audience and purpose, and select the most effective strategy. By examining the writing process behind the final product, you will learn how to write more effective, deliberate documents—documents that are clear, coherent, and compelling. The tips and techniques learned in this class are especially beneficial to collaborative writing.

Learning Objectives

- Recognize importance of writing process to final product
- Analyze the writing task: message, readers, tone, and purpose
- Identify primary purpose of document: to inform or persuade
- Identify actual and potential readers; analyze their needs, values, and attitudes
- Determine appropriate strategy and style to accomplish purpose
- Include essential elements of effective workplace writing

How Training Will Be Relevant

To make the training content pertinent to the specific City context, we will engage in a needs analysis process with the City. This first step in the strategic delivery of an effective program creates an awareness based on an understanding of the current state of knowledge, skills, and behaviors exhibited by employees as well as an awareness of general cultural practices throughout the City. The next step is a dialogue with key stakeholders requesting the training to ascertain the desired change or increased level of competency.

The intended outcome of such an analysis would be to gain the knowledge, skills, and tools that are desirable within the City for proper behaviors, protocol, etiquette, interpersonal communications within the organization, and an alignment of tools and practices with existing organizational written policies and unwritten practices. This analysis may require the need to collect any available data on any issues that resulted in the need for this training for the City of Temecula. We will also gather City specific examples, scenarios, and language, which we will use to tailor the content and exercises to the participant's environment.

This information will be gathered through phone calls or face-to-face meetings, along with the review of any relevant documents by CPS HR instructional designers and/or the assigned instructor.

EXHIBIT B

Payment Rates and Schedule

Cost for services shall be as per Consultant's attached proposal but in no event shall the total cost of services exceed \$30,000 for the total term of the Agreement unless additional payment is approved as provided in the Payment section of this Agreement.

Pricing Form

Description / Component	Unit	Quantity	Price Per Course
Half-day (4-hours) course	4 hours (half-day)		\$ 3,450.00
One-day (8-hours) course	8 hours (1 day)		\$ 4,450.00
Two-day course	16 hours (2 days)		\$ 8,000.00
Three-day course	24 hours (3 days)		\$ 10,000.00
Sales Tax			\$0
Total*			Given Per Course

*Use the graph table above as a reference for pricing.

The City shall not reimburse awarded Proponent for local travel related expenses; therefore any such costs must be included in the rates set forth in Exhibit A. The City will, however, provide reimbursement for reasonable pre-approved travel out of area to include airfare and hotel reimbursement only. Proponents submitting expense reimbursement requests to the City shall include on their invoices detailed information including description, date of the expense, business purpose and amount. Travel related expenses (including hotels) shall be reimbursed at direct cost, but not to exceed the Federal per diem rate as established by the U.S. General Services Administration (www.gsa.gov/perdiem), plus applicable taxes. Proponent shall attach supporting documents substantiating all expenses such as itemized receipts, paid invoices, or paid credit card statements (if description has sufficient detail). Any requests for travel-related expense reimbursement must be pre-approved by the City and Finance Director.