

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

MANAGEMENT PARTNERS, INC, INCORPORATED

[Conduct Performance and Financial Assessments of the General Services, the Public Works and the Parks, Recreation and Community Services Departments]

THIS PROFESSIONAL CONSULTANT SERVICES AGREEMENT ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018 ("Effective Date"), by and between the CITY OF RIVERSIDE ("City"), a California charter city and municipal corporation and MANAGEMENT PARTNERS, INC, INCORPORATED, an Ohio corporation authorized to do business in California ("Consultant").

1. **Scope of Services.** City agrees to retain and does hereby retain Consultant and Consultant agrees to provide the services more particularly described in Exhibit "A," "Scope of Services" ("Services"), attached hereto and incorporated herein by reference, in conjunction with conducting a performance and financial assessment of the General Services Department, the Public Works Department and the Parks, Recreation and Community Services Department ("Project").

2. **Term.** This Agreement shall be effective on the date first written above and shall remain in effect until July 31, 2018, unless otherwise terminated pursuant to the provisions herein.

3. **Compensation/Payment.** Consultant shall perform the Services under this Agreement for the total sum not to exceed One Hundred Eighty-Five Thousand Dollars (\$185,000), payable in accordance with the terms set forth in Exhibit "B." Said payment shall be made in accordance with City's usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed. The invoices shall be delivered to City at the address set forth in Section 4 hereof.

4. **Notices.** Any notices required to be given, hereunder shall be in writing and shall be personally served or given by mail. Any notice given by mail shall be deemed given when deposited in the United States Mail, certified and postage prepaid, addressed to the party to be served as follows:

To City

City Manager's Office  
City of Riverside  
Attn: Donna Finch  
3900 Main Street, Seventh Floor  
Riverside, CA 92522

To Consultant

Management Partners, Inc, Incorporated  
Attn: Andrew Belknap  
3152 Red Hill Avenue, Suite 210  
Costa Mesa, CA 92626

5. **Prevailing Wage.** If applicable, Consultant and all subcontractors are required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations under Section 1720 et seq. of the California Labor Code and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director's determination is available on-line at [www.dir.ca.gov/dlsr/DPreWageDetermination.htm](http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm) and is referred to and made a part hereof; the wage rates therein ascertained, determined, and specified are referred to and made a part hereof as though fully set forth herein.

6. **Contract Administration.** A designee of the City will be appointed in writing by the City Manager or Department Director to administer this Agreement on behalf of City and shall be referred to herein as Contract Administrator.

7. **Standard of Performance.** While performing the Services, Consultant shall exercise the reasonable professional care and skill customarily exercised by reputable members of Consultant's profession practicing in the Metropolitan Southern California Area, and shall use reasonable diligence and best judgment while exercising its professional skill and expertise.

8. **Personnel.** Consultant shall furnish all personnel necessary to perform the Services and shall be responsible for their performance and compensation. Consultant recognizes that the qualifications and experience of the personnel to be used are vital to professional and timely completion of the Services. The key personnel listed in Exhibit "C" attached hereto and incorporated herein by this reference and assigned to perform portions of the Services shall remain assigned through completion of the Services, unless otherwise mutually agreed by the parties in writing, or caused by hardship or resignation in which case substitutes shall be subject to City approval.

9. **Assignment and Subcontracting.** Neither party shall assign any right, interest, or obligation in or under this Agreement to any other entity without prior written consent of the other party. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of assignor under this Agreement, in a writing satisfactory to the parties. Consultant acknowledges that any assignment may, at the City's sole discretion, require City Manager and/or City Council approval. Consultant shall not subcontract any portion of the work required by this Agreement without prior written approval by the responsible City Contract Administrator. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 12. The Consultant acknowledges and agrees that the City is an intended beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between any subcontractor and the City.

10. **Independent Contractor.** In the performance of this Agreement, Consultant, and Consultant's employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the City of Riverside. Consultant acknowledges and agrees that the City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to Consultant, or to Consultant's employees, subcontractors and agents. Consultant, as an independent contractor, shall be responsible for any and all taxes that apply to Consultant as an employer.

## **11. Indemnification.**

**11.1 Design Professional Defined.** For purposes of this Agreement, “Design Professional” includes the following:

- A. An individual licensed as an architect pursuant to Chapter 3 (commencing with Section 5500) of Division 3 of the Business and Professions Code, and a business entity offering architectural services in accordance with that chapter.
- B. An individual licensed as a landscape architect pursuant to Chapter 3.5 (commencing with Section 5615) of Division 3 of the Business and Professions Code, and a business entity offering landscape architectural services in accordance with that chapter.
- C. An individual registered as a professional engineer pursuant to Chapter 7 (commencing with Section 6700) of Division 3 of the Business and Professions Code, and a business entity offering professional engineering services in accordance with that chapter.
- D. An individual licensed as a professional land surveyor pursuant to Chapter 15 (commencing with Section 8700) of Division 3 of the Business and Professions Code, and a business entity offering professional land surveying services in accordance with that chapter.

**11.2 Defense Obligation For Design Professional Liability.** Consultant agrees, at its cost and expense, to promptly defend the City, and the City’s employees, officers, managers, agents and council members (collectively the “Parties to be Defended”) from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings to the extent the same arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. Consultant will reimburse City for reasonable defense costs for claims arising out of Consultant’s professional negligence based on the percentage of Consultant’s liability. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant’s Services under this Agreement.

**11.3 Indemnity For Design Professional Liability.** When the law establishes a professional standard of care for Consultant’s services, to the fullest extent permitted by law, Consultant shall indemnify, protect and hold harmless the City and the City’s employees, officers, managers, agents, and Council Members (“Indemnified Parties”) from and against any and all claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding,

damage, cost, expense (including counsel and expert fees), judgment, civil fines and penalties, liabilities or losses of any kind or nature whatsoever to the extent the same arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party.

#### **11.4 Defense Obligation For Other Than Design Professional Liability.**

Consultant agrees, at its cost and expense, to promptly defend the City, and the City's employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings which arise out of, or relate to, or are in any way connected with: 1) the Services, work, activities, operations, or duties of the Consultant, or of anyone employed by or working under the Consultant, or 2) any breach of the Agreement by the Consultant.

This duty to defend shall apply whether or not such claims, allegations, lawsuits or proceedings have merit or are meritless, or which involve claims or allegations that any or all of the Parties to be Defended were actively, passively, or concurrently negligent, or which otherwise assert that the Parties to be Defended are responsible, in whole or in part, for any loss, damage or injury. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

**11.5 Indemnity For Other Than Design Professional Liability.** Except as to the sole negligence or willful misconduct of the City, Consultant agrees to indemnify, protect and hold harmless the Indemnified Parties from and against any claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fine and penalties, liabilities or losses of any kind or nature whatsoever whether actual, threatened or alleged, which arise out of, pertain to, or relate to, or are a consequence of, or are attributable to, or are in any manner connected with the performance of the Services, work, activities, operations or duties of the Consultant, or anyone employed by or working under the Consultant or for services rendered to Consultant in the performance of this Agreement, notwithstanding that the City may have benefited from its work or services. This indemnification provision shall apply to any acts, omissions, negligence, recklessness, or willful misconduct, whether active or passive, on the part of the Consultant or anyone employed or working under the Consultant.

## **12. Insurance.**

**12.1 General Provisions.** Prior to the City's execution of this Agreement, Consultant shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

**12.1.1 Limitations.** These minimum amounts of coverage shall not constitute any limitation or cap on Consultant's indemnification obligations under Section 11 hereof.

12.1.2 **Ratings.** Any insurance policy or coverage provided by Consultant or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

12.1.3 **Cancellation.** The policies shall not be canceled unless thirty (30) days' prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.

12.1.4 **Adequacy.** The City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Consultant pursuant to this Agreement are adequate to protect Consultant. If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage as Consultant deems adequate, at Consultant's sole expense.

12.2 **Workers' Compensation Insurance.** By executing this Agreement, Consultant certifies that Consultant is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Consultant shall carry the insurance or provide for self-insurance required by California law to protect said Consultant from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, Consultant shall file with City either 1) a certificate of insurance showing that such insurance is in effect, or that Consultant is self-insured for such coverage, or 2) a certified statement that Consultant has no employees, and acknowledging that if Consultant does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given ten (10) days' prior written notice before modification or cancellation thereof.

12.3 **Commercial General Liability and Automobile Insurance.** Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure Consultant against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Consultant. The City, and its officers, employees and agents, shall be named as additional insureds under the Consultant's insurance policies.

12.3.1 Consultant's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.

12.3.2 Consultant's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Consultant's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Consultant's performance of this Agreement, which vehicles shall include, but are not limited to, Consultant owned vehicles, Consultant leased vehicles, Consultant's employee vehicles, non-Consultant owned vehicles and hired vehicles.

12.3.3 Prior to City's execution of this Agreement, copies of insurance policies or original certificates along with additional insured endorsements acceptable to the City evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with City and shall include the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

12.3.4 The insurance policy or policies shall also comply with the following provisions:

- a. The policy shall be endorsed to waive any right of subrogation against the City and its sub-consultants, employees, officers and agents for services performed under this Agreement.
- b. If the policy is written on a claims made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.
- c. The policy shall specify that the insurance provided by Consultant will be considered primary and not contributory to any other insurance available to the City and Endorsement No. CG 20010413 shall be provided to the City.

12.4 **Errors and Omissions Insurance.** Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, errors and omissions professional liability insurance in the minimum amount of \$1,000,000 to protect the City from claims resulting from the Consultant's activities.

12.5 **Subcontractors' Insurance.** Consultant shall require all of its subcontractors to carry insurance, in an amount sufficient to cover the risk of injury, damage or loss that may be caused by the subcontractors' scope of work and activities provided in furtherance of this Agreement, including, but without limitation, the following coverages: Workers Compensation, Commercial General Liability, Errors and Omissions, and Automobile liability. Upon City's request,

Consultant shall provide City with satisfactory evidence that Subcontractors have obtained insurance policies and coverages required by this section.

13. **Business Tax.** Consultant understands that the Services performed under this Agreement constitutes doing business in the City of Riverside, and Consultant agrees that Consultant will register for and pay a business tax pursuant to Chapter 5.04 of the Riverside Municipal Code and keep such tax certificate current during the term of this Agreement.

14. **Time of Essence.** Time is of the essence for each and every provision of this Agreement.

15. **City's Right to Employ Other Consultants.** City reserves the right to employ other Consultants in connection with the Project. If the City is required to employ another consultant to complete Consultant's work, due to the failure of the Consultant to perform, or due to the breach of any of the provisions of this Agreement, the City reserves the right to seek reimbursement from Consultant.

16. **Accounting Records.** Consultant shall maintain complete and accurate records with respect to costs incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

17. **Confidentiality.** All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant, except as otherwise directed by City's Contract Administrator. Nothing furnished to Consultant which is otherwise known to the Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production, website, or other similar medium without the prior written consent of the City.

18. **Ownership of Documents.** All reports, maps, drawings and other contract deliverables prepared under this Agreement by Consultant shall be and remain the property of City. Consultant shall not release to others information furnished by City without prior express written approval of City.

19. **Copyrights.** Consultant agrees that any work prepared for City which is eligible for copyright protection in the United States or elsewhere shall be a work made for hire. If any such work is deemed for any reason not to be a work made for hire, Consultant assigns all right, title and interest in the copyright in such work, and all extensions and renewals thereof, to City, and agrees to provide all assistance reasonably requested by City in the establishment, preservation and enforcement of its copyright in such work, such assistance to be provided at City's expense but

without any additional compensation to Consultant. Consultant agrees to waive all moral rights relating to the work developed or produced, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications.

20. **Conflict of Interest.** Consultant, for itself and on behalf of the individuals listed in Exhibit "C," represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, in the Project affected by the above-described Services. Consultant further warrants that neither Consultant, nor the individuals listed in Exhibit "C" have any real property, business interests or income interests that will be affected by this project or, alternatively, that Consultant will file with the City an affidavit disclosing any such interest.

21. **Solicitation.** Consultant warrants that Consultant has not employed or retained any person or agency to solicit or secure this Agreement, nor has it entered into any agreement or understanding for a commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement. For breach of this warranty, City shall have the right to terminate this Agreement without liability and pay Consultant only for the value of work Consultant has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from Consultant the full amount of such commission, percentage, brokerage or commission fee. The remedies specified in this section shall be in addition to and not in lieu of those remedies otherwise specified in this Agreement.

22. **General Compliance With Laws.** Consultant shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of services by Consultant pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations. Consultant represents and warrants that Consultant has obtained all necessary licenses to perform the Scope of Services and that such licenses are in good standing. Consultant further represents and warrants that the services provided herein shall conform to all ordinances, policies and practices of the City of Riverside.

23. **Waiver.** No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any such action or failure to act constitute approval of or acquiescence in any breach thereunder, except as may be specifically, provided in this Agreement or as may be otherwise agreed in writing.

24. **Amendments.** This Agreement may be modified or amended only by a written agreement and/or change order executed by the Consultant and City.

25. **Termination.** City, by notifying Consultant in writing, shall have the right to terminate any or all of Consultant's services and work covered by this Agreement at any time. In the event of such termination, Consultant may submit Consultant's final written statement of the amount of Consultant's services as of the date of such termination based upon the ratio that the work completed bears to the total work required to make the report complete, subject to the City's rights under Sections 15 and 26 hereof. In ascertaining the work actually rendered through the termination

date, City shall consider completed work, work in progress and complete and incomplete reports and other documents only after delivered to City.

25.1 Other than as stated below, City shall give Consultant thirty (30) days' prior written notice prior to termination.

25.2 City may terminate this Agreement upon fifteen (15) days' written notice to Consultant, in the event:

25.2.1 Consultant substantially fails to perform or materially breaches the Agreement; or

25.2.2 City decides to abandon or postpone the Project.

26. **Offsets.** Consultant acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which Consultant owes or may owe to the City, City reserves the right to withhold and offset said amounts from payments or refunds or reimbursements owed by City to Consultant. Notice of such withholding and offset, shall promptly be given to Consultant by City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to the City, City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

27. **Successors and Assigns.** This Agreement shall be binding upon City and its successors and assigns, and upon Consultant and its permitted successors and assigns, and shall not be assigned by Consultant, either in whole or in part, except as otherwise provided in paragraph 9 of this Agreement.

28. **Venue.** Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county. In the event either party hereto shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition of this Agreement, it is mutually agreed that each party will bear their own attorney's fees and costs.

29. **Nondiscrimination.** During Consultant's performance of this Agreement, Consultant shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, genetic information, gender, gender identity, gender expression, or sexual orientation, military and veteran status, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Consultant agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

30. **Severability.** Each provision, term, condition, covenant and/or restriction, in whole and in part, of this Agreement shall be considered severable. In the event any provision, term,

condition, covenant and/or restriction, in whole and/or in part, of this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement, and the remainder of the Agreement shall continue in full force and effect.

31. **Authority.** The individuals executing this Agreement and the instruments referenced herein on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions hereof and thereof.

32. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

33. **Interpretation.** City and Consultant acknowledge and agree that this Agreement is the product of mutual arms-length negotiations and accordingly, the rule of construction, which provides that the ambiguities in a document shall be construed against the drafter of that document, shall have no application to the interpretation and enforcement of this Agreement.

33.1 Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of the Agreement or any of its terms. Reference to section numbers, are to sections in the Agreement unless expressly stated otherwise.

33.2 This Agreement shall be governed by and construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement.

33.3 In the event of a conflict between the body of this Agreement and Exhibit "A" - Scope of Services hereto, the terms contained in Exhibit "A" shall be controlling.

34. **Exhibits.** The following exhibits attached hereto are incorporated herein to this Agreement by this reference:

Exhibit "A" - Scope of Services

Exhibit "B" - Compensation

Exhibit "C" - Key Personnel

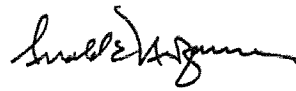
[signatures on next page]

IN WITNESS WHEREOF, City and Consultant have caused this Agreement to be duly executed the day and year first above written.

CITY OF RIVERSIDE, a California  
charter city and municipal corporation  
a California corporation

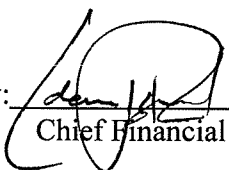
MANAGEMENT PARTNERS, INC,  
INCORPORATED, an Ohio corporation  
authorized to do business in California


By: \_\_\_\_\_  
City Manager

By:   
Gerald E. Newfarmer  
President and CEO

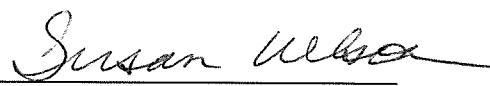
Attest: \_\_\_\_\_  
City Clerk

Certified as to Availability of Funds:

By:   
Chief Financial Officer

By:   
Amy C. Paul  
Vice President and Treasurer

Approved as to Form:

By:   
Assistant City Attorney

**EXHIBIT “A”**

**SCOPE OF SERVICES**

## **EXHIBIT A**

### **SCOPE OF SERVICES**

#### **Public Works Department Scope of Work**

##### **Performance Assessment**

The City seeks to receive an independent performance assessment of the Public Works Department as follows:

1. Organizational structure and potential for consolidation of administrative functions; effectiveness of staffing levels; succession planning; opportunities to outsource certain functions/activities/services;
2. Solid waste (refuse) revenue generation and expense reduction opportunities;
3. Wastewater (sewer) revenue generation and expense reduction opportunities with commercial bioprocessing technologies (i.e., generate renewable electricity or fuel from captured bio-meth and bio-solids);
4. Rate structure for solid waste and wastewater services - comparable to similar government agencies;
5. Street pavement maintenance and sidewalk repair maintenance best practices;
6. Street sweeping operations and best practices;
7. Technology – parking management; road maintenance management; sidewalk maintenance; GIS mapping; replacement strategy for computers;
8. Interdepartmental communication and collaboration; and
9. Benchmarks and other performance indicators of program and service effectiveness.

##### **Financial Expenditure Review**

The Department financial expenditure review shall include the following:

1. Review of overtime expenditures over the three year period of Fiscal Years 2015, 2016 and 2017. Assess compliance with relevant City overtime policies and internal controls.
2. Review specific non-personnel expenditure transactions over the three year period of Fiscal Years 2015, 2016 and 2017. Assess compliance with relevant City procurement policies for:
  - a. Professional Services Contracts
  - b. Maintenance and Service Contracts

#### **General Services Department Scope of Work**

##### **Performance Assessment**

The City seeks to receive an independent performance assessment of the General Services Department as follows:

1. Organizational structure and potential for consolidation of administrative functions; effectiveness of staffing levels; succession planning; opportunities to outsource certain functions/activities/services; and, a specific assessment of:
  - a. Airport – relevance; land development
  - b. Fleet – commercial services expansion
  - c. Publishing – needs of end users/internal customers
2. Management systems – effectiveness of current resources; enhancements;
3. Asset management – city buildings, city fleet, airport, publishing services; preventive maintenance and preservation strategies;
5. Interdepartmental communication and collaboration; and
5. Benchmarks and other performance indicators of program and service effectiveness.

### **Financial Expenditures Audit**

The Department financial expenditure review shall include the following:

1. Review of overtime expenditures over the three year period of Fiscal Years 2015, 2016 and 2017. Assess compliance with relevant City overtime policies and internal controls.
2. Review specific non-personnel expenditure transactions over the three year period of Fiscal Years 2015, 2016 and 2017. Assess compliance with relevant City procurement policies for:
  - a. Professional Services Contracts
  - b. Maintenance and Service Contracts

### **Parks, Recreation & Community Services Department Scope of Work**

#### **Performance Assessment**

The City seeks to receive an independent performance assessment of the Parks, Recreation and Community Services Department as follows:

1. Strategic plan – future direction; provision of services and programs; effective partnerships;
2. Organizational structure - appropriate grouping of functions and activities related to parks maintenance and the provision of recreational services; park security; succession planning; opportunities to outsource certain functions/activities/services;
3. Interdepartmental communication/collaboration for special/cultural events;
4. Programs and services – offerings; measures of success; targeting the customer

- base;
5. Management systems - effectiveness of current resources; needed enhancements;
  6. Asset management – park and land inventories; development standards; maintenance standards;
  7. Technology – registration; use of participant data; customer feedback; enhancements;
  8. Economic impact – special events, sports tournaments, golf course, park/recreation facilities; value of parks to local real estate; and
  9. Benchmarks and other performance indicators of program and service effectiveness.

### **Financial Expenditure Audit**

The Department financial expenditure review shall include the following:

1. Review of overtime expenditures over the three year period of Fiscal Years 2015, 2016 and 2017. Assess compliance with relevant City overtime policies and internal controls.
2. Review specific non-personnel expenditure transactions over the three year period of Fiscal Years ending 2015, 2016 and 2017. Assess compliance with relevant City procurement policies for:
  - a. Professional Services Contracts
  - b. Recreational Services Contracts
  - c. Maintenance and Service Contracts

### **Timeline**

The engagement work will begin in March 2018; a draft report must be completed for internal review by City management by May 31, 2018. City staff will have two weeks to review and provide comments on the draft report. Consultants shall incorporate comments and submit the final draft of the audit by June 29, 2018. Staff anticipates presenting the final report to the City Council in late July 2018. Consultant attendance at the City Council meeting is required.

Consultants shall demonstrate availability of key staff and present a timeline that will allow these deadlines to be met. Proposals shall include the consultant's proposed schedule, including time that consultant will be on site, and shall identify all consultant requirements of City staff.

Consultants shall work closely with the Office of Organizational Performance and Accountability, the City Manager's Office, General Services, Public Works and Parks, Recreation and Community Services for the duration of the contract.

### **Minimum Requirements**

- A. The Consultant shall conduct the engagement in conformance with the generally accepted government auditing and advisory services standards.
- B. Consultants shall prepare and include detailed work plans including any necessary interviews and meetings; outline analytic path to achieve the scope of work; and discuss how the proposed work will include: a) compliance review in relation to applicable laws, policies and regulations; and b) comparison to best practices.

The Parties have agreed to the following revisions to Sections 11.4 and 11.5 of the Agreement:

- 1. Section 11.4: "claims, allegations" is stricken.
- 2. Section 11.4: ", unless only the Parties to be Defended are alleged or claimed to be so responsible" is added to the sentence beginning, "This duty to defend shall apply whether or not such claims . . . ."
- 3. Section 11.5: "claim for damage, charge" is stricken.
- 4. Section 11.5: "which arise out of, pertain to, or relate to, or are a consequence of, or are attributable to, or are in any manner connected with the performance of the Services" is changed to "which are caused by the performance of the Services."

**EXHIBIT “B”**  
**COMPENSATION**



## Cost Proposal

Management Partners anticipates devoting 1,065 hours of our staff time to complete the plan of work for the three areas of assessment. The total cost of this project is \$185,000, which includes all fees and expenses. The hours and cost are summarized in the table below. Completing this project is likely to take approximately four to five months. The ultimate test of a quality project is that the client is pleased with the results, and we are committed to achieving that goal.

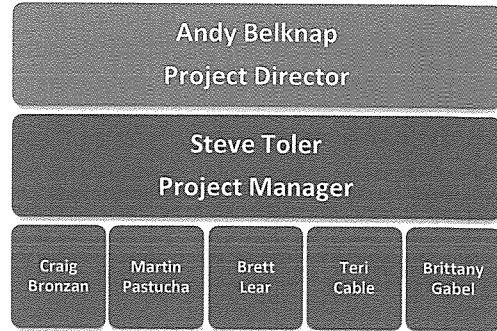
Assessment	Revised Hours	Revised Cost
<b>Parks and Recreation</b>	328	\$ 59,800
<b>General Services</b>	349	\$ 57,400
<b>Public Works</b>	388	\$ 67,800
<b>Total</b>	1,065	\$ 185,000

**EXHIBIT “C”**

**KEY PERSONNEL**

## Composition of Our Project Team - Parks & Recreation

Management Partners has a strong project team that is well qualified to complete this work for Riverside. This project will be a top priority for Management Partners and our team members will be available in whatever capacity and with whatever availability will contribute to the success of the project. Andrew Belknap will serve as project director and will oversee the substantive work of the project. He can be reached at (805) 320-1702. Steve Toler will serve as project manager and will be responsible for the execution of the project. They will be supported by Craig Bronzan for parks and recreation and community services, Brett Lear for community programs, and Martin Pastucha for capital projects expertise. Teri Cable and Brittany Gabel will provide analytical support for the project. All team members can be reached at 408-437-5400.



The qualifications of each team member are briefly summarized below. Complete resumes for each person are included in Attachment A of this response.

### **Andrew Belknap, Regional Vice President**

Andrew is responsible for Management Partners' western operations, based in San Jose and Costa Mesa, California. He has more than 20 years of local government experience, including service as a city manager, public works director, and consultant to California municipalities, counties and special districts. His areas of expertise include fiscal and budget analysis, municipal restructuring, governance models and developing service delivery partnerships and functional consolidations to take advantage of economies of scale in public sector service delivery. With Management Partners, Andy has served well over 100 California local governments, many on multiple occasions, including 17 of the largest 20 cities. A trained economist, Andy brings a special expertise to fiscal analysis and public finance issues. His blend of quantitative skills, coupled with a practitioner's understanding of public services and management systems, adds value to all types of organizational and policy analysis.

### **Steve Toler, Senior Manager**

Steve Toler joined Management Partners after spending nearly 20 years in local government public service working for the cities of Cupertino, Foster City and Millbrae. He has served in management positions ranging from assistant city manager to information technology manager. Steve has skills and knowledge in a wide range of areas including budgeting and revenue forecasting, financial management and reporting, accounting, purchasing, information technology management, water and wastewater rate modeling, regional shared services planning, organizational development and training, labor relations and negotiations, business continuity planning, risk management, economic development and redevelopment, tax ballot measures, and public engagement.

### **Craig Bronzan, Special Advisor**

Craig has more than 36 years of full time experience in parks, recreation, and community services. He started his career in the City of Escalon where he served as the first recreation director. He was then hired by the City of Turlock and spent over 14 years being responsible for traditional park and recreation services and programs, including the Parks and Recreation and Arts Commissions. When the parks and recreation function was merged into the Police Services Department, Craig became responsible for prevention services, neighborhood associations, animal control, grants, code enforcement, the Police Activities League, and the records division as Custodian of Records.

Craig then became parks and recreation director for the City of Brentwood, with an annual budget of over \$17 million and 26 full-time staff and over 200 part-time/seasonal employees. During that time, he was responsible for the construction of 58 parks, a full aquatic complex, a 38-acre sport facility, two community centers, a dog park, a skate/BMX park, five joint use gymnasiums with the two local school districts, and a joint use Olympic size aquatic facility at Heritage High School. Brentwood was also one of the first communities in California to require residential development to contribute to the City's public art program. The City of Brentwood Parks and Recreation Department received numerous design and programs awards, and was recognized as one the 100 Best Communities for Youth in the nation, a six-time winner of the Playful City award, a bicycle friendly community, and was recognized as a HEAL (Healthy Eating an Active Lifestyle) City.

### **Martin Pastucha, Special Advisor**

Martin joined Management Partners in 2017 after a 32-year career in local government in California. He retired as the director of Public Works/Airport from the City of Santa Monica, with previous service as director of Public Works in Pasadena and La Habra, California with a combined total of 18 years of experience at the executive level. He also has vast experience in public works operations, having spent eight years in management and supervisory roles. His experience includes capital project management, facility management and asset / property management. He also served in various leadership roles in the Public Works Division of the League of California Cities, including as president. He represented the Public Works Officers on the League Board of Directors. He is an active member of American Public Works Association serving on the International Affairs Committee and as a Board Member of the Southern California Chapter.

### **Brett Lear, Special Advisor**

Brett has over 30 years of experience in public service, most of it managing organizations providing library services. Most recently, Brett served as the director of the Sonoma County Library in Sonoma, California, and of the Martin County Library in Martin County, Florida. Prior to those leadership roles, Brett was involved in library management in Oregon, Colorado, and New York. He has the unique perspective of leading public service organizations in multiple states, with different laws and contexts. He has led the development of both strategic and business plans for his agencies, as well as public engagement activities, including the

successful passage of a \$12 million per year sales tax measure for libraries. He has specific expertise in staff and organizational development as well as intergovernmental shared services. He is an active member of American Library Association and the California Library Association and is the author of ALA Edition's *Adult Programs in the Library*.

### **Teri Cable, Senior Management Advisor**

Teri has more than 30 years of analytical, budget, grants management and outsourcing experience. Prior to joining Management Partners, Teri was the administrative and enterprise services manager for the City of Santa Ana Public Works Agency where she developed special expertise negotiating and managing complex contracts for services such as refuse hauling, landscape maintenance and street lighting. She established a track record for developing effective, long-term private sector partnerships to provide quality public services in an efficient manner. She also directed the development and implementation of the agency's \$117 million annual budget, and managed operations of the Santa Ana Regional Transportation Center and various real property leases. Teri's experience also includes management positions with the City of Orange and the Orange County Health Care Agency, and policy making experience as an elected director of the East Orange County Water District from 1994 to 1999. Since joining Management Partners, Teri has assisted the cities of Long Beach, Seal Beach, Irvine, Newport Beach, and San Bernardino, among others.

### **Brittany Gabel, Senior Management Advisor**

Brittany Gabel has supported a range of projects, including the management system review work, strategic planning, organizational assessments, process improvement studies, service consolidation studies, and budget stabilization studies. She is skilled in the design and administration of online surveys and has supported many local governments and nonprofits in their efforts to develop strategic plans, confirm their mission and vision statements, and develop goals and strategies that resonate with their constituents. Brittany brings expertise in quantitative and qualitative research methods, program evaluation, human resource management, strategic planning, public policy analysis, and budgeting. Prior to joining Management Partners, she worked with the City of Oakland Public Works Agency. There she developed and implemented an online, interactive database used to streamline the administration of safety compliance.