



AGENDA REPORT

Meeting Date: January 6, 2015
Item Number: D-8
To: Honorable Mayor & City Council
From: Jeffrey C. Kolin, City Manager
Subject: AUTHORIZATION FOR THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH MANAGEMENT PARTNERS IN AN AMOUNT NOT TO EXCEED \$150,000 FOR MANAGEMENT CONSULTING AND AUDITING SERVICES AND AUTHORIZATION FOR THE CITY MANAGER TO APPROVE INDIVIDUAL PROJECT PLANS DURING THE TERM OF THE AGREEMENT EXTENDING THROUGH THE END OF FISCAL YEAR 2015-2016.

Attachments:

1. Agreement and sample project plan
2. Statement of Qualifications

RECOMMENDATION

Staff recommends the City Council authorize the City Manager to execute an agreement with Management Partners in an amount not to exceed \$150,000 for management consulting and auditing services and authorization for the City Manager to approve individual project plans during the term of the agreement extending through the end of Fiscal Year 2015-2016.

INTRODUCTION

The City periodically uses outside consultants for management consulting and Departmental Audit services. Typically every 4 to 5 years City Departments receive an audit to review procedures, policies and operations to determine if there any opportunities to improve the effectiveness and efficiency of the Department. In the past five years we have conducted audits of the Fire Department, Police Department, Community Services Department and specific functions within the Human Resources Division of Administrative Services.

Management Partners has been identified as an outside consulting firm with a range of expertise and experience that qualifies them to provide management consulting and departmental audit services. A brief statement of qualifications for the key members of

their staff is attached to the staff report. Management Partners has provided similar services to numerous California cities in a wide variety of operational areas.

Staff is recommending that the City Council authorize the City Manager to execute a contract with Management Partners for an amount not to exceed \$150,000.

DISCUSSION

An agreement with Management Partners would provide the structure for authorizing individual project plans and billing for services based on a unit of service defined as \$2,500 of consulting assistance, including fees and expenses. Individual projects would be defined in detail in the Project Plan and would include a description of the Activities and Tasks to be undertaken, a scheduled completion date, description of the project team and the number of units for the project plan and corresponding cost.

Staff anticipates that two departments will be scheduled for reviews during the next year. Individual project plans would be developed by staff and approved by the City Manager.

FISCAL IMPACT

Funds for management audits and consulting services in the amount of \$75,000 are currently available in the FY 2014-2015 Budget and additional funds will be proposed as a part of the FY 2015-2016 proposed Budget. Up to \$150,000 could be expended to help identify areas where the City could obtain improved operational effectiveness and efficiency.

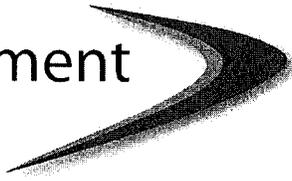


Don Rhoads
Finance Approval



Jeffrey C. Kolin
Approved By

Attachment 1



AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of Month, 201X, by and between the City of ABC, STATE (hereinafter referred to as “City”), and Management Partners, Inc., (hereinafter referred to as “Partners”).

RECITALS

WHEREAS, City is desirous of improving the efficiency and effectiveness of its operations, and

WHEREAS, City is, from time to time, in need of temporary supplemental staff capacity, and

WHEREAS, City desires to engage Partners to render certain management and analytical services in connection therewith and Partners is willing to provide such services, and

WHEREAS, it is the intent of City and Partners to create a partnership collaboration, with Partners committing to become fully familiar with all relevant aspects of the City government operations, so as to enable it to provide services in a timely manner and at minimum cost;

NOW THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

1. **Scope of services.** Partners shall perform the management support services (hereinafter referred to as the “services”) in a satisfactory and proper manner in accordance with direction provided by the City Manager, or his designee.

Partners will prepare a project plan for each project identified for completion under this agreement, setting forth the details of the planned project including the key work elements and timelines and the time of completion. The project plan will identify the number of units of service that will be required for completion (a unit of service being defined as \$2,500 of consulting assistance, including fees and expenses) as well as the individuals Partners will assign to the project. Partners will assist City, as appropriate, in identifying projects that will improve City operations. Work will begin on individual projects so developed only with the advance approval of the City, and must be performed to the City’s satisfaction.

2. **Time of Performance.** Services of Partners shall be available upon receipt of an approved copy of this Agreement, and shall be undertaken and completed in accordance with individual project plans of work as to assure their completion in a time frame consistent with the purposes of this Agreement.

3. **Compensation and Method of Payment.** Work is hereby authorized for up to forty units of service, as provided in individual project plans of work approved by the City Manager. Partners will invoice City for services rendered as work on approved projects is completed. On small projects (those of two units or less), payment will be made upon completion of the full project. For larger projects partial payment will be made, consistent with the progress of work on the project. The total amount of payment in accordance with this agreement shall not exceed \$100,000, including project expenses.

4. **Independent Partners.** Neither Partners nor its employees are considered to be employees of the City, for any purpose whatsoever. Partners is an independent contractor in the performance of the services herein described.

5. **Personnel.** Partners represents that it has, or will secure at its own expense, all personnel required in performing all of the services required under this Agreement. Such personnel shall not be employees of or have any contractual relationships with the City. All the services required hereunder will be performed by Partners or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

6. **Discrimination Prohibited.** In performing the services required hereunder, Partners shall not discriminate against any person on the basis or race, color, religion, sex, national origin or ancestry, sexual orientation, age, physical handicap, or disability as defined in the American With Disabilities Act of 1990, as now enacted or hereafter amended.

7. **Reports and Information.** At such times and in such forms as City may require, there shall be furnished to City such statements, records, reports, data and information, as City may request pertaining to matters covered by this Agreement. Unless authorized by City, Partners will not release any information concerning the project, including any reports or other documents prepared pursuant to this Agreement, until such release is authorized by City.

8. **Establishment and Maintenance of Records.** Records shall be maintained by Partners in accordance with applicable law and requirements prescribed by City with respect to all matters covered by this Agreement. Except as otherwise authorized by City, such records shall be maintained for a period of three (3) years after receipt of final payment under this Agreement.

9. **Assignability.** Partners shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement (whether by assignment or novation), without the prior written consent of City thereto.

10. **Termination for Convenience of City.** City may terminate this Agreement at any time by giving at least fifteen (15) days' notice in writing to Partners. If Partners is terminated by City as provided herein, Partners will be paid for the services actually performed to the time of termination.



11. **Construction and Severability.** If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

12. **Entire Agreement.** This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

13. **Applicable Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California, and the laws, rules and regulations of the City of ABC.

IN WITNESS WHEREOF, City and Partners have executed this Agreement as of the date first above written.

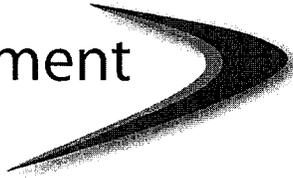
City of ABC, STATE

Management Partners, Inc.

Gerald E. Newfarmer, President

Date





City of ABC
Finance Department
Review of Revenue Management Division
Project Plan

May 15, 2012

Project: Review the organization and staffing of the Revenue Management Division of the Finance Department

Activities:

- Obtain relevant background information, interview Finance Director
- Interview supervisors and selected staff members in Division
- Review the work activities, job descriptions, performance metrics of the Division
- Prepare letter report with the analysis and recommendations for improvement
- Prepare draft Action Plan for implementation

Scheduled Completion: August 2012

Project Manager: Lynn Dantzker
Consultants: Emily Lohr

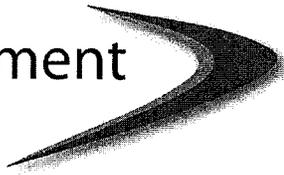
Units to Complete: 7

Approved:

Submitted By:

Name

Date



EXAMPLE OF A PROJECT PLAN FOR A PARTNERSHIP AGREEMENT

City of _____

Project name

Project Plan

Current date:

Project: Project description:

Activities/Description of Tasks:

- Activity 1:
- Activity 2:
- Activity 3:
- Activity 4:
- Activity 5:

Scheduled Completion: Month, year

Units to Complete: X units; total cost

Project Team: Consultants' names, titles

Submitted by Management Partners Project Manager:

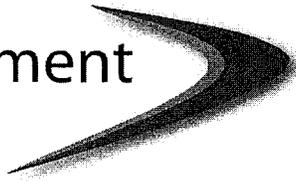
Name, Title

Approved by City of _____:

Name, Title

Date

Attachment 2



December 2014

City of Beverly Hills Project Team

Management Partners takes great care to assemble a project team based on the unique needs of each client. Jan Perkins, Senior Partner will serve as project manager. Our team includes police experts Joe Polisar and Craig Steckler; labor relations expert Tim Sullivan; online survey expert Emily Lohr; and, management analyst Brittany Gabel. The qualifications of each team member are briefly summarized below.

Jan Perkins, Senior Partner, has 30 years of management experience in local government. Before joining Management Partners in 2005 she served in several California and Michigan jurisdictions, including as city manager in Fremont and Morgan Hill, California. She also served the cities of Santa Ana, California; Grand Rapids, Michigan; and Adrian, Michigan. She provides assistance to government leaders in organizational analysis, leadership development, facilitation, strategic planning, teambuilding, executive performance evaluation, and policy board/staff effectiveness. Jan is a frequent speaker at conferences and has authored a number of articles including "Hiring 2.0: 23 Creative Ways to Recruit and Keep Great Staff," which appeared in the January/February 2011 issue of *Public Management* magazine; "Successful Leadership," which appeared in the March 2005 issue of *Public Management* magazine; "The Value of Going Back to the Basics," co-authored with former Fremont Mayor Gus Morrison, which appeared in the June 2005 issue of *Western City* magazine; "It's (Gulp) Evaluation Time," July 2005, *PM* magazine; "Ethics: Alive and Well," co-authored by Elizabeth Keller and published in the January/February 2007 issue of *Public Management*, and "Assessing the Ethical Culture of Your Agency," co-authored by JoAnne Speers and Arne Croce, which appeared in the January/February 2007 issue of *Public Management*. Jan holds an undergraduate degree in sociology and a master's of public administration from the University of Kansas. She completed the Program for Senior Executives in State and Local Government from Harvard University and is an ICMA Credentialed Manager.

Joe Polisar, Special Advisor, served 34 years in the law enforcement profession and is recognized as a leader in law enforcement at the local, state, national and international levels. He joined the Albuquerque, New Mexico Police Department in 1977, the largest law enforcement agency in the state, and rose through the ranks to serve as the chief of police before retiring in 1997. He then was appointed chief of police for the Garden Grove, California Police Department, where he served for 13 years, concluding his service in 2011. Joe was elected as president of the International Association of Chiefs of Police (IACP) in 2003 and served as a commissioner for the Commission on Accreditation for Law Enforcement Agencies (CALEA)

from 2005 to 2011. Both the Albuquerque and Garden Grove Police Departments maintained their accredited status with CALEA under Joe's leadership.

Craig Steckler, Special Advisor, is a results-driven leader with over 45 years of experience spanning the full range of law enforcement and instruction. Craig served as chief of police for the Piedmont, California Police Department and the Fremont, California Police Department. Experience in two very different sized law enforcement agencies, coupled with his service as past president of the California Police Chiefs Association and the International Association of Chiefs of Police (IACP), gives Craig unusual breadth of experience in public safety. Craig began his career in April 1968 when he started with the San Clemente Police Department in California. He worked his way up through the ranks serving as a patrol officer, detective, sergeant, and lieutenant until 1980. In that year he was selected to serve as chief of police for the Piedmont, California Police Department from 1980 to 1986. In 1986 he went to Fremont PD as a Deputy Chief and in 1992 was promoted to Chief of Police a position he held until retirement in December 2012. Craig has instructed classes in various law enforcement topics at the community college level in both southern and northern California. He has also co-authored two college textbooks in criminal justice which are used by colleges around the country. Craig earned his bachelor's degree in police management from California State University, Los Angeles. He is a graduate of the Federal Bureau of Investigation National Academy, the FBI Law Enforcement Executive Development Institute and the California Law Enforcement Command College.

Tim Sullivan, Special Advisor, has more than 30 years of experience in federal and local government human resources. He joined Management Partners in June 2008. Tim's areas of expertise include labor and employee relations, classification and compensation, human resources policy and procedure development and management training. He is an experienced trainer and certified mediator. Tim served as the labor relations manager and assistant human resources director for the County of San Mateo and as personnel director for the Internal Revenue Service's San Jose District Office. He has also been a part-time professor at San Jose State University. Tim has served as lead consultant on many human resources projects for Management Partners. The projects have included developing operational plans, objectives and performance measures for employee relations and the Americans With Disabilities Act functions in Alameda County; conducting investigations of complaints; conducting organization and staffing studies of human resources; conducting labor negotiations; facilitating executive performance evaluations; conducting an in-depth review of the human resources function as part of their merger of two agencies; developing job specifications for a number of clients; and conducting human resources and labor relations assessments as part of larger organizational studies for several of our clients.



Emily Lohr, Senior Management Advisor, is an experienced analyst and writer who has worked in the public, private and non-profit sectors. She is skilled in a variety of arenas, including group facilitation, online survey development and analysis, development review, strategic planning, staff development and succession planning, organizational review, and process improvement. Emily has strong analytical skills, which she applies to all types of comparative research, survey analysis, benchmarking, database development and performance measurement. As a group facilitator, she is able to provoke thoughtful discussion while maintaining a positive group dynamic. In this capacity she has conducted many workshops, focus groups, brainstorming sessions, and process improvement group analyses to gather opinions about employees' jobs and processes. She has administered numerous online and written surveys and expertly provides meaningful information to clients about their employee and customer experiences. Since joining Management Partners in 2005, Emily has worked with local government clients throughout the western United States.

Brittany Gabel, Management Analyst, 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.

