

PROFESSIONAL SERVICES CONTRACT BETWEEN
THE CITY OF HUNTINGTON BEACH AND
SOUTHERN CALIFORNIA CENTER FOR NONPROFIT MANAGEMENT
FOR
LEADERSHIP DEVELOPMENT TRAINING

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Huntington Beach, a municipal corporation of the State of California, hereinafter referred to as "CITY," and SOUTHERN CALIFORNIA CENTER FOR NONPROFIT MANAGEMENT, a Non-Profit Corporation hereinafter referred to as "CONSULTANT."

WHEREAS, CITY desires to engage the services of a consultant to provide professional leadership training; and

Pursuant to documentation on file in the office of the City Clerk, the provisions of the Huntington Beach Municipal Code, Chapter 3.03, relating to procurement of professional service contracts have been complied with; and

CONSULTANT has been selected to perform these services,

NOW, THEREFORE, it is agreed by CITY and CONSULTANT as follows:

1. SCOPE OF SERVICES

CONSULTANT shall provide all services as described in **Exhibit "A,"** which is attached hereto and incorporated into this Agreement by this reference. These services shall sometimes hereinafter be referred to as the "PROJECT."

CONSULTANT hereby designates Maura Harrington who shall represent it and be its sole contact and agent in all consultations with CITY during the performance of this Agreement.

2. CITY STAFF ASSISTANCE

CITY shall assign a staff coordinator to work directly with CONSULTANT in the performance of this Agreement.

3. TERM; TIME OF PERFORMANCE

Time is of the essence of this Agreement. The services of CONSULTANT are to commence on January 1, 2022 (the "Commencement Date"). This Agreement shall automatically terminate three (3) years from the Commencement Date, unless extended or sooner terminated as provided herein. All tasks specified in **Exhibit "A"** shall be completed no later than three (3) years from the Commencement Date. The time for performance of the tasks identified in **Exhibit "A"** are generally to be shown in **Exhibit "A."** This schedule may be amended to benefit the PROJECT if mutually agreed to in writing by CITY and CONSULTANT.

In the event the Commencement Date precedes the Effective Date, CONSULTANT shall be bound by all terms and conditions as provided herein.

4. COMPENSATION

In consideration of the performance of the services described herein, CITY agrees to pay CONSULTANT on a time and materials basis at the rates specified in **Exhibit "B,"** which is attached hereto and incorporated by reference into this Agreement, a fee, including all costs and expenses, not to exceed Four Hundred Fifty Thousand Dollars (\$450,000).

5. EXTRA WORK

In the event CITY requires additional services not included in **Exhibit "A"** or changes in the scope of services described in **Exhibit "A,"** CONSULTANT will undertake such work only after receiving written authorization from CITY. Additional compensation for such extra work shall be allowed only if the prior written approval of CITY is obtained.

6. METHOD OF PAYMENT

CONSULTANT shall be paid pursuant to the terms of **Exhibit "B."**

7. DISPOSITION OF PLANS, ESTIMATES AND OTHER DOCUMENTS

CONSULTANT agrees that title to all materials prepared hereunder, including, without limitation, all original drawings, designs, reports, both field and office notices, calculations, computer code, language, data or programs, maps, memoranda, letters and other documents, shall belong to CITY, and CONSULTANT shall turn these materials over to CITY upon expiration or termination of this Agreement or upon PROJECT completion, whichever shall occur first. These materials may be used by CITY as it sees fit.

8. HOLD HARMLESS

A. CONSULTANT hereby agrees to protect, defend, indemnify and hold harmless CITY, its officers, elected or appointed officials, employees, agents and volunteers from and against any and all claims, damages, losses, expenses, judgments, demands and defense costs (including, without limitation, costs and fees of litigation of every nature or liability of any kind or nature) arising out of or in connection with CONSULTANT's (or CONSULTANT's subcontractors, if any) negligent (or alleged negligent) performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement by CONSULTANT, its officers, agents or employees except such loss or damage which was caused by the sole negligence or willful misconduct of CITY. CONSULTANT will conduct all defense at its sole cost and expense and CITY shall approve selection of CONSULTANT's counsel. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as limitation upon the amount of indemnification to be provided by CONSULTANT.

B. To the extent that CONSULTANT performs "Design Professional Services" within the meaning of Civil Code Section 2782.8, then the following Hold Harmless provision applies in place of subsection A above:

“CONSULTANT hereby agrees to protect, defend, indemnify and hold harmless CITY and its officers, elected or appointed officials, employees, agents and volunteers, from and against any and all claims, damages, losses, expenses, demands and defense costs (including, without limitation, costs and fees of litigation of every nature or liability of any kind or nature) to the extent that the claims against CONSULTANT arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT. In no event shall the cost to defend charged to CONSULTANT exceed CONSULTANT’s proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more other defendants to the claims and/or litigation is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, CONSULTANT shall meet and confer with CITY and other defendants regarding unpaid defense costs. The duty to indemnify, including the duty and the cost to defend, is limited as provided in California Civil Code Section 2782.8.

C. Regardless of whether subparagraph A or B applies, CITY shall be reimbursed by CONSULTANT for all costs and attorney’s fees incurred by CITY in enforcing this obligation. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONSULTANT.

9. PROFESSIONAL LIABILITY INSURANCE

CONSULTANT shall obtain and furnish to CITY a professional liability insurance policy covering the work performed by it hereunder. This policy shall provide coverage for CONSULTANT’s professional liability in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate. The above-mentioned insurance shall not contain a self-insured retention without the express written consent of CITY; however an insurance

policy "deductible" of Ten Thousand Dollars (\$10,000.00) or less is permitted. A claims-made policy shall be acceptable if the policy further provides that:

- A. The policy retroactive date coincides with or precedes the initiation of the scope of work (including subsequent policies purchased as renewals or replacements).
- B. CONSULTANT shall notify CITY of circumstances or incidents that might give rise to future claims.

CONSULTANT will make every effort to maintain similar insurance during the required extended period of coverage following PROJECT completion. If insurance is terminated for any reason, CONSULTANT agrees to purchase an extended reporting provision of at least two (2) years to report claims arising from work performed in connection with this Agreement.

If CONSULTANT fails or refuses to produce or maintain the insurance required by this section or fails or refuses to furnish the CITY with required proof that insurance has been procured and is in force and paid for, the CITY shall have the right, at the CITY's election, to forthwith terminate this Agreement. Such termination shall not effect Consultant's right to be paid for its time and materials expended prior to notification of termination. CONSULTANT waives the right to receive compensation and agrees to indemnify the CITY for any work performed prior to approval of insurance by the CITY.

10. CERTIFICATE OF INSURANCE

Prior to commencing performance of the work hereunder, CONSULTANT shall furnish to CITY a certificate of insurance subject to approval of the City Attorney evidencing the foregoing insurance coverage as required by this Agreement; the certificate shall:

- A. provide the name and policy number of each carrier and policy;
- B. state that the policy is currently in force; and

- C. shall promise that such policy shall not be suspended, voided or canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice; however, ten (10) days' prior written notice in the event of cancellation for nonpayment of premium.

CONSULTANT shall maintain the foregoing insurance coverage in force until the work under this Agreement is fully completed and accepted by CITY.

The requirement for carrying the foregoing insurance coverage shall not derogate from CONSULTANT's defense, hold harmless and indemnification obligations as set forth in this Agreement. CITY or its representative shall at all times have the right to demand the original or a copy of the policy of insurance. CONSULTANT shall pay, in a prompt and timely manner, the premiums on the insurance hereinabove required.

11. INDEPENDENT CONTRACTOR

CONSULTANT is, and shall be, acting at all times in the performance of this Agreement as an independent contractor herein and not as an employee of CITY. CONSULTANT shall secure at its own cost and expense, and be responsible for any and all payment of all taxes, social security, state disability insurance compensation, unemployment compensation and other payroll deductions for CONSULTANT and its officers, agents and employees and all business licenses, if any, in connection with the PROJECT and/or the services to be performed hereunder.

12. TERMINATION OF AGREEMENT

All work required hereunder shall be performed in a good and workmanlike manner. CITY may terminate CONSULTANT's services hereunder at any time with or without cause, and whether or not the PROJECT is fully complete. Any termination of this Agreement by CITY shall be made in writing, notice of which shall be delivered to CONSULTANT as provided herein. In the

event of termination, all finished and unfinished documents, exhibits, report, and evidence shall, at the option of CITY, become its property and shall be promptly delivered to it by CONSULTANT.

13. ASSIGNMENT AND DELEGATION

This Agreement is a personal service contract and the work hereunder shall not be assigned, delegated or subcontracted by CONSULTANT to any other person or entity without the prior express written consent of CITY. If an assignment, delegation or subcontract is approved, all approved assignees, delegates and subconsultants must satisfy the insurance requirements as set forth in Sections 9 and 10 hereinabove.

14. COPYRIGHTS/PATENTS

CITY shall own all rights to any patent or copyright on any work, item or material produced as a result of this Agreement.

15. CITY EMPLOYEES AND OFFICIALS

CONSULTANT shall employ no CITY official nor any regular CITY employee in the work performed pursuant to this Agreement. No officer or employee of CITY shall have any financial interest in this Agreement in violation of the applicable provisions of the California Government Code.

16. NOTICES

Any notices, certificates, or other communications hereunder shall be given either by personal delivery to CONSULTANT's agent (as designated in Section 1 hereinabove) or to CITY as the situation shall warrant, or by enclosing the same in a sealed envelope, postage prepaid, and depositing the same in the United States Postal Service, to the addresses specified below. CITY and CONSULTANT may designate different addresses to which subsequent notices, certificates or other communications will be sent by notifying the other party via personal delivery, a reputable overnight carrier or U. S. certified mail-return receipt requested:

TO CITY:

City of Huntington Beach
ATTN: Brittany Mello
2000 Main Street
Huntington Beach, CA 92648

TO CONSULTANT:

Southern California Center for Nonprofit
Management
ATTN: Maura Harrington
1000 N. Alameda Street #250
Los Angeles, CA 90012

17. CONSENT

When CITY's consent/approval is required under this Agreement, its consent/approval for one transaction or event shall not be deemed to be a consent/approval to any subsequent occurrence of the same or any other transaction or event.

18. MODIFICATION

No waiver or modification of any language in this Agreement shall be valid unless in writing and duly executed by both parties.

19. SECTION HEADINGS

The titles, captions, section, paragraph and subject headings, and descriptive phrases at the beginning of the various sections in this Agreement are merely descriptive and are included solely for convenience of reference only and are not representative of matters included or excluded from such provisions, and do not interpret, define, limit or describe, or construe the intent of the parties or affect the construction or interpretation of any provision of this Agreement.

20. INTERPRETATION OF THIS AGREEMENT

The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties. If any provision of this Agreement is held by an arbitrator or court of competent jurisdiction to be unenforceable, void, illegal or invalid, such holding shall not invalidate or affect the remaining covenants and provisions of this Agreement. No covenant or provision shall be deemed dependent

upon any other unless so expressly provided here. As used in this Agreement, the masculine or neuter gender and singular or plural number shall be deemed to include the other whenever the context so indicates or requires. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no right to contract, then the latter shall prevail, and the provision of this Agreement which is hereby affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

21. DUPLICATE ORIGINAL

The original of this Agreement and one or more copies hereto have been prepared and signed in counterparts as duplicate originals, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original. Each duplicate original shall be deemed an original instrument as against any party who has signed it.

22. IMMIGRATION

CONSULTANT shall be responsible for full compliance with the immigration and naturalization laws of the United States and shall, in particular, comply with the provisions of the United States Code regarding employment verification.

23. LEGAL SERVICES SUBCONTRACTING PROHIBITED

CONSULTANT and CITY agree that CITY is not liable for payment of any subcontractor work involving legal services, and that such legal services are expressly outside the scope of services contemplated hereunder. CONSULTANT understands that pursuant to *Huntington Beach City Charter* Section 309, the City Attorney is the exclusive legal counsel for CITY; and CITY shall not be liable for payment of any legal services expenses incurred by CONSULTANT.

24. ATTORNEY'S FEES

In the event suit is brought by either party to construe, interpret and/or enforce the terms and/or provisions of this Agreement or to secure the performance hereof, each party shall bear its own attorney's fees, such that the prevailing party shall not be entitled to recover its attorney's fees from the nonprevailing party.

25. SURVIVAL

Terms and conditions of this Agreement, which by their sense and context survive the expiration or termination of this Agreement, shall so survive.

26. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of California.

27. SIGNATORIES

Each undersigned represents and warrants that its signature hereinbelow has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify CITY fully for any injuries or damages to CITY in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.

28. ENTIRETY

The parties acknowledge and agree that they are entering into this Agreement freely and voluntarily following extensive arm's length negotiation, and that each has had the opportunity to consult with legal counsel prior to executing this Agreement. The parties also acknowledge and agree that no representations, inducements, promises, agreements or warranties, oral or otherwise, have been made by that party or anyone acting on that party's behalf, which are not embodied in this Agreement, and that that party has not executed this Agreement in reliance on any representation, inducement, promise, agreement, warranty, fact or circumstance not expressly set forth in this

Agreement. This Agreement, and the attached exhibits, contain the entire agreement between the parties respecting the subject matter of this Agreement, and supersede all prior understandings and agreements whether oral or in writing between the parties respecting the subject matter hereof.

29. EFFECTIVE DATE

This Agreement shall be effective on the date of its approval by the City Council.
This Agreement shall expire when terminated as provided herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their authorized officers.

CONSULTANT,

SOUTHERN CALIFORNIA CENTER FOR
NONPROFIT MANAGEMENT

CITY OF HUNTINGTON BEACH, a
municipal corporation of the State of
California

By: _____

print name

ITS: (circle one) Chairman/President/Vice President

AND

By: _____

print name

ITS: (circle one) Secretary/Chief Financial Officer/Asst.
Secretary - Treasurer

Mayor

City Clerk

INITIATED AND APPROVED:

B. Mello
Interim Administrative Services Director

REVIEWED AND APPROVED:

City Manager

APPROVED AS TO FORM:

City Attorney W

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CONSULTANT,

SOUTHERN CALIFORNIA CENTER FOR
NONPROFIT MANAGEMENT

CITY OF HUNTINGTON BEACH, a
municipal corporation of the State of
California

By: Maura J. Harrington
Maura J. Harrington
print name

ITS: (circle one) Chairman/President ☒ Vice President

AND

By: Steven Escobosa
Steven Escobosa
print name

ITS: (circle one) Secretary/Chief Financial Officer/Asst.
Secretary - Treasurer ☒ Accounting and Contracts Manager

Mayor

City Clerk

INITIATED AND APPROVED:

Interim Administrative Services Director

REVIEWED AND APPROVED:

City Manager

APPROVED AS TO FORM:

City Attorney

EXHIBIT “A”

A. STATEMENT OF WORK: (Narrative of work to be performed)

The CNM engagement will begin with an initial meeting to discuss the overall scope and intent of program, data collection parameters for an initial assessment, and project planning for leadership development program. CNM will conduct an initial environmental scan by reviewing existing organizational materials and resources available to develop a deeper understanding of the project needs and help frame the data collection efforts that will follow. CNM will then conduct an organizational assessment using mixed data collection methodology including surveys, focus groups and/or interviews with identified stakeholders, to understand the environment and the organizational culture and values in which City of Huntington Beach operates. We employ a participatory research design model, and will work with you in every phase of this assessment effort.

CNM will analyze and synthesize data from the interviews, focus groups and surveys to inform and structure the leadership training program and customize the content for executive, mid-management, and supervisory levels. CNM will identify potential project risks and identify the potential likelihood of occurrence and negative impact, develop contingencies and responses as part of a risk management plan that will also help CNM monitor status and potential new risks at regular intervals as the engagement unfolds. CNM will also create a communication plan.

The structure of the leadership development training program will follow some basic tenets:

Individual Learning and Progress. CNM will provide flexibility within the training structure for maximum individual growth based on identified training needs and gaps. CNM can engage in an initial intake with City of Huntington Beach, the City Manager’s office and stakeholders, the trainee participant and his or her supervisor to learn desired outcomes, current needs, and any specific situations to be addressed for a participant or a group of participants. This additional intake will involve an online leadership and strength-based assessments with participants to better gauge individual need. CNM will administer The Connective Leadership Institute’s proprietary online assessment, The Achieving Styles™ Individual Leadership Inventory (ASI), to give the participant a comprehensive picture of their own leadership competencies, behavioral tendencies, and how they may lead more effectively. The ASI provides a report, called The Connective Leadership™ Profile, which measures leadership behaviors that individuals use to accomplish their goals. There are a total of nine leadership behaviors the Individual Inventory identifies. These assessments will help develop an individual education plan for participants.

Custom Training. Individual assessment will help design specific training curriculum and content. The trainings will include soft-skill workshops on identified topic areas, on-the-job training guides and support, mentoring and coaching opportunities as well as peer group learning and feedback sessions. Depending on County orders relating to the COVID-19 pandemic, many of these services can be provided in person or virtually.

We co-create the training development plan and agreement that includes the focus, goals, and expectations, no matter the training format utilized, as follows:

- develop clarity about the core or foundational issues within a training area or topic

EXHIBIT “A”

- explore the dynamics and challenges within the training area or topic as well as tools and strategies to approach and improve skills
- identify tools to improve problem solving, facilitation, presentation, communication and negotiation skills, and to build resilience
- make realistic and authentic decisions about next steps and
- develop a realistic, accountable action/development plan to broaden thinking

We focus on relationship development. Our tailored training approach is based on the capacity of the trainer and trainee to work within a relationship of trust and ease of communication. The trainer provides a format, environment, and process to enable open and frank discussion and exchange of opinions, ideas and feelings. The trainer will ensure that the participant feels heard and valued.

We pair our approach with expert project management methods and communication plan to ensure all parties clearly understand expectations, timelines, outcomes, and perspectives of all involved. All CNM presentations, meetings, and trainings are flexible and work to bring consensus. We rely on our deep knowledge of capacity building and expertise in the design process to include best practices and methodologies using a highly engaging “action-learning” methodology involving individual participation, opportunities for peer learning, and the ability to put theory into practice. Trainings often incorporate the organizational culture, as well as the challenges and opportunities resulting from salient issues or events such as the global health crisis, or Justice, Equity, Diversity and Inclusion (JEDI) advocacy. Some of the ongoing leadership and coaching topics covered include motivating and engaging teams for successful change, supervising for success, evaluation for impact, five ways to disrupt inequity in the talent cycle, leading in crisis and how to maximize virtual teams, and many others.

Action Learning: All CNM coaching and trainings use a highly engaging “action-learning” methodology involving individual participation, opportunities for peer learning, and the ability to put theory into practice. Through this methodology, trainings are designed with opportunities for participants to engage in role playing, conversation, interaction, and example scenarios. Leadership trainings are designed to provide interactive skill-building, access to new tools and approaches, and time to reflect and put learning into action.

Tools and Takeaways: As part of the training, CNM provides tangible tools and reference materials that reinforce learned concepts. Participants receive materials that include a PowerPoint presentation, templates, and resources that they can refer to long after the sessions have ended.

Partner Led and Owned: CNM believes that people own what they create. When designing customized training, CNM staff partners with identified City of Huntington Beach leaders to build curriculum and learning objectives that best suit organizational needs and desires. This happens through generative discussion and meetings with leaders in advance of the training, and iterating with partners to show their feedback has been heard and included. All exercises and tools are developed based on existing methodologies, but incorporate partnership feedback as well.

EXHIBIT “A”

CONSULTANT'S DUTIES AND RESPONSIBILITIES:

CONSULTANT’S duties and responsibilities shall follow provisions specified in the City of Huntington Beach Scope of Work shown in Exhibit A.1. Detailed services shall include but is not limited to the Scope of Work in Exhibit A.1.

C. CITY'S DUTIES AND RESPONSIBILITIES:

City shall collaborate with CONSULTANT to promote compliance with Scope of Work requirements; foster a high level of communication, trust, transparency, and commitment which is imperative to the success of the program.

D. WORK PROGRAM/PROJECT SCHEDULE:

The program shall commence as soon as Council approves contract, with a target date of January 1, 2022. CONSULTANT and City shall work together to maintain a reasonable schedule.

EXHIBIT "B"

Payment Schedule (Hourly Payment)

A. Hourly Rate

CONSULTANT'S fees for such services shall be based upon the following hourly rate and cost schedule:

B. Travel Charges for time during travel are not reimbursable.

C. Billing

1. All billing shall be done monthly in fifteen (15) minute increments and matched to an appropriate breakdown of the time that was taken to perform that work and who performed it.
2. Each month's bill should include a total to date. That total should provide, at a glance, the total fees and costs incurred to date for the project.
3. A copy of memoranda, letters, reports, calculations and other documentation prepared by CONSULTANT may be required to be submitted to CITY to demonstrate progress toward completion of tasks. In the event CITY rejects or has comments on any such product, CITY shall identify specific requirements for satisfactory completion.
4. CONSULTANT shall submit to CITY an invoice for each monthly payment due. Such invoice shall:
 - A) Reference this Agreement;
 - B) Describe the services performed;
 - C) Show the total amount of the payment due;
 - D) Include a certification by a principal member of CONSULTANT's firm that the work has been performed in accordance with the provisions of this Agreement; and
 - E) For all payments include an estimate of the percentage of work completed.

Upon submission of any such invoice, if CITY is satisfied that CONSULTANT is making satisfactory progress toward completion of tasks in accordance with this Agreement, CITY shall approve the invoice, in which event payment shall be made within thirty (30) days of receipt of the invoice by CITY. Such approval shall not be unreasonably withheld. If CITY does not approve an invoice, CITY shall notify CONSULTANT in writing of the reasons for non-approval and the schedule of performance set forth in Exhibit "A" may at the option of CITY be suspended until the parties agree that past performance by CONSULTANT is in, or has been brought into compliance, or until this Agreement has expired or is terminated as provided herein.

5. Any billings for extra work or additional services authorized in advance and in writing by CITY shall be invoiced separately to CITY. Such invoice shall contain all of the information required above, and in addition shall list the hours expended and hourly

EXHIBIT “B”

rate charged for such time. Such invoices shall be approved by CITY if the work performed is in accordance with the extra work or additional services requested, and if CITY is satisfied that the statement of hours worked and costs incurred is accurate. Such approval shall not be unreasonably withheld. Any dispute between the parties concerning payment of such an invoice shall be treated as separate and apart from the ongoing performance of the remainder of this Agreement.

6.. Estimated Costs

CNM fees are inclusive of all costs including planning time, assessment, curriculum development, facilitation, pre-planning communications, content design, and presentation materials (powerpoint and handout materials) as well as incidental expenses within reason, such as local travel, administration, communication, copying, etc. CNM leadership training fees are as follows:

Fee Schedule based on Project Areas	Rate
Assessment of Cultural Alignment & Learning and Organizational Development & Assessment	\$200/Hour
Leadership Development Assessment & Organization-wide Program Development to include: <ol style="list-style-type: none"> 1. leadership assessment & individual assessment 2. Strength-based assessment 3. Mentoring and coaching 4. Peer support and feedback 5. Soft-skills workshops 6. On the job training and guides 	
Executive Level	\$425/Hour
Senior Level (Senior Managers)	\$350/Hour
Mid-level (Middle Managers, Supervisors)	\$300/Hour
Lower Level (Crewleaders, Leadworkers, Coordinators)	\$200/Hour

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Table of Contents

1	Scope of Services.....	1
2	City Staff Assistance.....	2
3	Term; Time of Performance.....	2
4	Compensation	2
5	Extra Work.....	2
6	Method of Payment.....	3
7	Disposition of Plans, Estimates and Other Documents	3
8	Hold Harmless	3
9	Professional Liability Insurance.....	4
10	Certificate of Insurance.....	5
11	Independent Contractor.....	6
12	Termination of Agreement.....	6
13	Assignment and Delegation	6
14	Copyrights/Patents	7
15	City Employees and Officials	7
16	Notices.....	7
17	Consent	8
18	Modification.....	8
19	Section Headings	8
20	Interpretation of this Agreement.....	8
21	Duplicate Original.....	9
22	Immigration.....	9
23	Legal Services Subcontracting Prohibited	9
24	Attorney's Fees.....	10
25	Survival	10
26	Governing Law	10
27	Signatories.....	10
28	Entirety.....	10
29	Effective Date.....	11