

Attachment "E"

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement, entered into this 23rd day of November, 2011 (the "Execution Date"), by and between the CITY OF SANTA MONICA, a municipal corporation ("City"), and Management Partners Incorporated ("Consultant"), is made with reference to the following:

RECITALS:

A. The City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.

B. The Consultant is qualified to do business, and is doing business, in the State of California. Consultant represents it has the background, knowledge, experience and expertise necessary to provide the services set forth in this Agreement.

C. The City and Consultant desire to enter into an agreement for the Consultant to provide professional services to the City as set forth herein, upon the terms and conditions set forth below.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

AGREEMENT

SECTION 1. TERM.

This Agreement shall commence on the Execution Date, and shall terminate upon the completion of the services required by this Agreement, or the 30th day of June 2012, whichever is earlier, unless terminated earlier as set forth herein.

SECTION 2. SERVICES TO BE PERFORMED BY CONSULTANT.

Consultant shall perform all of the services ("Services") that are more fully set forth in Exhibit A, Scope of Services, attached hereto and incorporated herein. The Services shall be completed in accordance with Exhibit B, Budget, attached hereto and incorporated herein.

SECTION 3. SERVICES TO BE PERFORMED BY CITY.

City shall perform the following services:

- A. Make available to Consultant any currently existing documents, data or information pertinent to the Services.
- B. Designate a representative authorized to act on behalf of City.
- C. Promptly examine and render findings on all documents submitted for staff review by Consultant.

SECTION 4. COMPENSATION.

Consultant shall be compensated for Services performed pursuant to this Agreement in an amount not to exceed Thirty-Nine Thousand and Five Hundred Dollars (\$39,500.00), which includes all fees and expenses, as set forth in Exhibit B, Budget.

SECTION 5. NOTICES.

All notices, demands, requests or approvals to be given under this Agreement, shall be given in writing and conclusively shall be deemed served when delivered personally or on the third business day after deposit in the United States mail, postage prepaid, registered or certified, addressed as follows:

- A. All notices, demands, requests or approvals from Consultant to City shall be addressed to City at:

Susan Cline
Assistant Director of Public Works
City of Santa Monica
1685 Main Street, Room 116
Santa Monica, California 90401

- B. All notices, demands, requests or approvals from City to Consultant shall be addressed to Consultant at:

Andrew Belknap
Regional Vice President
Management Partners Incorporated
2107 N. 1st Street, Suite 470
San Jose, CA 95131

SECTION 6. INDEPENDENT PARTIES.

Both parties to this Agreement will be acting in an independent capacity and not as agents, employees, partners, or joint venturers of one another. Neither the City nor its officers or employees shall have any control over the conduct of Consultant or any of Consultant's agents, employees, or subconsultants, except as otherwise provided herein.

SECTION 7. INTEGRATED CONTACT.

This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modifications of this Agreement will be effective only by written execution signed by both City and Consultant, and approved as to form by the City Attorney.

SECTION 8. INSURANCE.

Prior to commencing work, Consultant shall procure, maintain and pay for insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work or services hereunder by Consultant and Consultant's agents, representatives, employees or subconsultants for the duration of this Agreement. The requirements of insurance are set forth in Exhibit C, Insurance Requirements and Verifications, which is attached hereto and incorporated herein.

SECTION 9. COST OF LITIGATION.

If any legal action is necessary to enforce any provision of this Agreement or for damages by reason of any alleged breach of any provision of this Agreement, the prevailing party shall be entitled to receive from the losing party all reasonable litigation costs, disbursements and expenses, and such amount as the court may adjudge to be reasonable attorney's fees.

SECTION 10. DEFENSE, INDEMNIFICATION AND HOLD HARMLESS.

Consultant shall indemnify, defend and hold harmless City, its City Council, boards and commissions, officers, agents and employees (collectively hereafter the "City") against any or all loss, damages, liability, claims, suits, costs, expenses, and judgments, whatsoever, including reasonable attorney's fees, arising from the negligent or willful acts, errors or omissions of Consultant or Consultant's officers, agents, employees or subconsultants, in the performance of services, activities or work conducted pursuant to this Agreement.

Consultant shall indemnify, defend and hold harmless City, from and against any and all claims and losses whatsoever, including reasonable attorney's fees occurring to or resulting from any and all persons, firms, or corporations employed or contracted by the Consultant or Consultant's subconsultants in connection with Consultant's services under this Agreement.

SECTION 11. PROHIBITION AGAINST TRANSFERS.

Consultant shall not assign, hypothecate, or transfer this Agreement or any interest therein directly or indirectly, by operation of law or otherwise without the prior written consent of City. Any attempt to do so without the City's consent shall be null and void, and any assignee, sublessee, hypothecatee or transferee shall acquire no right or interest by reason of such attempted assignment, sublease, hypothecation or transfer.

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Consultant or of any general partner or joint venturer or syndicate member of Consultant, if a partnership or joint venture or syndicate exists, which shall result in changing the control of Consultant, shall be construed as an assignment of this Agreement. Control means fifty percent (50%) or more of the voting power of the corporation.

SECTION 12. PERMITS AND LICENSES.

Consultant, at its sole expense, shall obtain and maintain during the term of this Agreement all required business and professional permits, licenses and certificates.

SECTION 13. WAIVER.

A waiver by either party to this Agreement of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein.

SECTION 14. TERMINATION.

In the event Consultant fails or refuses to perform any of the provisions of this Agreement, and if the default is not cured within a period of five (5) days after receipt by Consultant of City's written notice of default specifying the nature of the default and the steps necessary to cure the default, City may immediately terminate this Agreement by written notice. City shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving ten (10) days written notice to Consultant. Upon termination of this Agreement, City shall pay to Consultant compensation earned and unpaid up to the effective date of termination.

SECTION 15. COMPLIANCE WITH LAW.

Consultant shall comply with all laws of the State of California and the United States, and all ordinances, rules and regulations enacted or issued by City.

SECTION 16. SANTA MONICA LIVING WAGE ORDINANCE.

This Agreement is not subject to the City of Santa Monica's Living Wage Ordinance, Santa Monica Municipal Code Chapter 4.65 ("Living Wage Ordinance").

SECTION 17. DISCRIMINATION.

Consultant shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, sexual orientation, marital status, AIDS or disability, and shall comply with the requirements of City, state and federal law.

SECTION 18. NUISANCE.

Consultant shall not maintain, commit, or permit the maintenance or commission of any nuisance in connection with the performance of services under this Agreement.

SECTION 19. RECORDS.

Consultant shall maintain complete and accurate records with respect to costs, expenses, receipts and other such information required by the City for any services provided where compensation is on the basis of hourly rates, subconsultant costs, and/or other direct costs.

Consultant shall maintain records of service provided in sufficient detail to permit an evaluation of services. All records, including records in an electronic format, shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Representatives of City or its designees shall be allowed free access to Consultant's books and records, and shall have the right to examine, audit and make transcripts therefrom as necessary, and to inspect all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained for a period of three (3) years after receipt of final payment.

If City's audit discloses an error of five percent (5%) or more in information reported by Consultant and City's audit is correct, Consultant shall pay the cost of City's audit computed on the basis of four (4) times the direct payroll of the audit staff completing the audit and audit report.

SECTION 20. REPORTS.

Each and every final report, work product, map, record and other document reproduced, prepared or caused to be prepared by Consultant pursuant to or in connection with this Agreement and delivered to the City shall be the exclusive property of City, including the originals of all notes, memoranda, sketches, letters and documents developed and received by Consultant.

Consultant shall furnish reports concerning the status of services required under this

Agreement at City's request. No report, work product, map, record or other document given to or prepared or assembled by Consultant pursuant to this Agreement shall be made available to any individual or organization by Consultant without prior written approval by City. City shall not reuse or make any modifications to the designs, plans and specifications prepared by Consultant without the prior authorization of Consultant. The provisions of this Section shall apply to all materials developed by subconsultants pursuant to this Agreement unless otherwise authorized in writing by City prior to execution of any agreement with said subconsultants.

SECTION 21. STANDARD OF CARE.

Consultant agrees that all services performed hereunder, including services performed by any subconsultant, shall be provided in a manner consistent with that level of care and skill ordinarily exercised by members of Consultant's profession currently practicing in the same locality under similar conditions.

SECTION 22. SUBCONSULTANTS.

Requests for subconsultants shall be submitted in writing, describing the scope of work to be contracted, the name of the proposed subconsultant, and the total price or hourly rates used in preparing an estimated cost for the subconsultant's services. The City may issue approval of the subconsultant in the form of a Work Order.

Consultant shall be responsible for the quality of all subconsultant work performed pursuant to this Agreement. Consultant may terminate and replace the services of any subconsultant, subject to the prior written approval by the City which shall not be unreasonably withheld or delayed. Every subcontract or agreement of any kind entered into between Consultant and subconsultant (or between any subconsultant and others) shall contain the following provision:

This agreement is consistent with the specified terms and conditions of the Agreement entered into between the City of Santa Monica and Management Partners Incorporated on 11/23/11 (hereinafter referred to as the "Agreement") including, but not limited to: Section 2, Services to be performed by Consultant; Section 4, Compensation; and Section 8, Insurance.

SECTION 23. GOVERNING LAW.

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

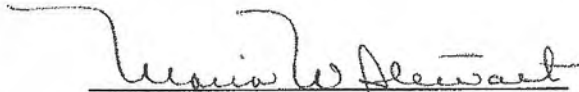
SECTION 24. SURVIVAL OF PROVISIONS AND OBLIGATIONS.

Any provision of this Agreement, which by its nature must be exercised after termination of this Agreement, will survive termination and remain in effect for a reasonable time.


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

ATTEST:

CITY OF SANTA MONICA,
a municipal corporation

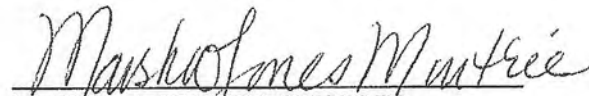


MARIA STEWART
City Clerk

By: 

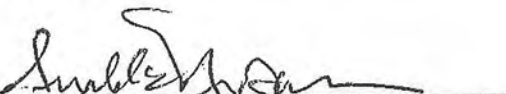
ROD GOULD
City Manager

APPROVED AS TO FORM:



MARSHA JONES MOUTRIE
City Attorney

Consultant:
**MANAGEMENT PARTNERS
INCORPORATED**

By: 

ANDREW S. BELKNAP
Regional Vice President

**GERALD E. NEWFARMER
PRESIDENT AND CEO**

EXHIBIT A

SCOPE OF SERVICES

Consultant shall perform the services identified in the attached proposal dated October 28, 2011, and summarized below.

Understanding of the Engagement

The City of Santa Monica wholly owns and operates the 26.6-acre Woodlawn Cemetery, Mausoleum, and Mortuary. The City purchased the Cemetery in 1897 and the Mausoleum in 1972. Woodlawn remains one of the few municipally-owned cemeteries in California. Woodlawn is staffed with 12.1 full-time equivalent employees and operates with an annual budget of approximately \$2 million. The Cemetery is a unit within the Administrative Services Division of the Public Works Department. The Cemetery Fund is financed by the sale of space and services, and is currently subsidized by the General Fund.

The City of Santa Monica also oversees professional management of a Cemetery and a Mausoleum Endowment Care Fund. A 25% endowment care rate applied to the sales price of each interment space goes into the Endowment Care Fund, and investment and interest earnings on the balance is intended to support ongoing maintenance when new interment spaces are no longer available.

The Woodlawn Cemetery Business Plan outlines a 30-year plan to address two critical priorities: increasing capacity for new interment spaces and achieving short- and long-term financial sustainability for the Cemetery and Endowment Care Funds. Since 2010, the City has implemented a number of capital investments and operational changes as recommended in the Business Plan, including: developed new cremation niche spaces; increased staffing to improve customer service; added an embalming room and mortuary services; made aesthetic improvements at the cemetery entrances (and will soon add new perimeter signage); realigned fees to be competitive in the market; and in July 2011, consolidated all fees into one resolution and schedule. These investments have better positioned the Cemetery to provide effective services and achieve financial sustainability.

To leverage these efforts, the City desires an organizational and financial sustainability analysis of the Cemetery that provides recommendations to improve cost-recovery levels for short- and long-term financial sustainability. As discussed previously and detailed in the work plan below, this will be achieved through a comprehensive review of operations, with a focus on operational changes that will increase revenue or decrease costs. Cemetery cost-recovery levels ranged from 59% to 69% over the past five years. Cemetery revenues were \$800,000 to \$1.4 million compared with expenditures of \$1.3 to \$2.3 million. Additionally, revenue receipts and actual expenditures had significant variances from budgeted levels. For instance, in 2009-10, revenue receipts of \$1.4 million fell short of the modified revenue budget of \$2.0 million by 31%, while

expenditures of \$2.3 million exceeded the modified budget of \$1.97 million by 14%. These initial observations confirm the need for additional analysis, and suggest that additional operational changes are needed to achieve the City's goal of a financially sustainable cemetery.

Our experience with organizational reviews and financial sustainability analysis, combined with our commitment to quality staff work, make Management Partners well-qualified to successfully complete this engagement for the City.

Approach and Methodology

Management Partners makes a commitment to quality and timely performance with each client we serve. As local government professionals, we know that the value we add is based on our ability to produce results that will be implemented. All of our work is focused on that outcome. The essentials of our project management approach are summarized below, including the specifics of work planning, execution, and the importance of our built-in quality assurance elements and focus on ultimate implementation.

We have completed projects for the City of Santa Monica on multiple occasions over the last several years (most recently with an evaluation of the solid waste operation) so we are familiar with the City organization as well as its budget and financial systems.

Work Plan

Based on our experience with organization reviews and our understanding of the City's needs, we have prepared the plan of work below. This framework is amenable to refinement to adapt it to your specific interests.

Activity 1: Start Project

Management Partners will begin this project with a careful learning phase, which includes holding a planning meeting with City management to ensure that we have a clear understanding of your objectives for this analysis. The project start-up activity will form the foundation for the partnership between our project team and the City.

In addition to covering logistics such as who should be interviewed, we will discuss the approach and timing of this project in relation to other activities in the department. We understand that the work associated with this review is in addition to the normal work of the City and must be integrated in a way that minimizes disruption. Following the meeting, we will fine-tune the scope of work and finalize the schedule. Throughout the project we will keep you informed of our progress, observations, and initial recommendations.

Activity 2: Gather Data and Obtain Input

During this activity we will gather data in several ways as described below.

- *Review Written Documents.* We will obtain relevant background information, including but not limited to the operating budget (historical and projected budget and actual expenditures and revenue), organization charts, staffing information, work plans, descriptions of services and programs offered, contracts, rules and regulations, and performance data.
- *Conduct Interviews.* We will conduct individual interviews with approximately six City and Woodlawn staff to hear their perspectives about workload, staffing, service delivery processes, performance expectations, recent changes in operations, impediments and opportunities for improving outcomes, revenue and expenditure trends, and other factors that will provide a solid picture of the present environment and the goals for the future. These interviews will help us learn about and understand Santa Monica's cemetery and mortuary business model and operating environment. The City noted that interviewees may include the Public Works Director and Assistant Director (in a joint interview), the Cemetery Administrator, two groundskeeper staff, and two customer service representatives.

At the conclusion of the interviews and document review, we will prepare a summary and meet with City management to review the results.

Activity 3: Conduct Benchmarking and Research Best Practices

During Activity 3, we will benchmark Woodlawn with other similar sized cemeteries and mortuaries. Benchmarking will be particularly useful in several areas, including expenditures, revenues, and operations.

We propose identifying up to three comparable public and private organizations for benchmarking based on criteria agreed on with the City. Criteria for selecting comparable peers are likely to include size, proximity/target market, operating model, services provided, best practices in cemetery and mortuary operations and other factors that make peers comparable to Woodlawn. We will collaborate with City management to finalize the list. We will ask City management to assist us in contacting the peer organizations to solicit their cooperation in providing the requested information to Management Partners. The results of this work will be included in our project report.

We will also compare current best practices in the industry to identify elements that will be most useful to the City. Our approach to best practices research is to identify ideas and practices from acknowledged industry leaders, irrespective of geography or other characteristics. We will assess scalability and applicability and identify opportunities for implementation.

In our identification of peers and during this analysis we will attempt to gather relevant input from organizations with strong financial health and those with varying service delivery models. This input will be important both in identifying opportunity areas as well as in the subsequent fiscal and overall feasibility analysis, because it will allow us to apply cost and performance parameters from actual experience.

Activity 4: Conduct Analysis

Next, Management Partners will analyze the data collected in Activities 2 and 3. We will analyze the Woodlawn operation as a whole and drill down to each service area, including examining include historical, current, and projected budgeted and actual expenditures and revenues, staffing and resource allocation, service delivery processes, service level demands, changes in operations, capital and infrastructure investments, rules and requirements, impediments, and performance data.

Woodlawn's service levels and costs will be compared with peer organization and best practice data to isolate any areas where Woodlawn's cost-per-service is high. In these instances, we will make recommendations to adjust service levels and/or reduce costs. To reduce costs, Management Partners may recommend operational changes or a range of alternative service delivery models. The operational or model changes may include consolidating a staff function with another department to gain economies of scale and reduce redundancies, or contracting all or a portion of the cemetery operation. In reviewing cost-recovery levels Management Partners will also evaluate revenue collected by each service area to determine if fee adjustments are warranted. Finally, using the best practice data, we will evaluate revenue generation opportunities employed by other organizations that may be viable for Woodlawn.

Management Partners will conclude the review with a feasibility analysis of whether Woodlawn can operate as a fully self-sustaining entity without a General Fund subsidy. To do this, we will incorporate the data and recommendations from the above cost-recovery review. For each recommendation, we will estimate implementation costs and the level of savings and revenue possible. This information will be compiled and calculated with the current expenditure and revenue information to determine if the desired cost-recovery level can be achieved. We will also identify implementation barriers to inform the feasibility of each recommendation. This overall approach will allow City management to see which operational and business practice changes, or combination thereof, would be necessary to achieve the desired cost recovery level.

Activity 5: Develop Recommendations

As a result of our analysis, we will create recommendations based on the unique needs of Santa Monica. We will make recommendations that, when implemented, will improve Woodlawn's financial sustainability. We expect that recommendations will pertain to revenue generation, budget and expenditures, service delivery models, business practices and resource allocation. We will use these recommendations to prepare a feasibility study of Woodlawn's potential to operate like an enterprise entity that is fully self-sustaining. Once we have developed our preliminary recommendations we will meet with the City to review this information to ensure the facts are correct and to discuss the content and approach.

Activity 6: Report Results

When our analysis is complete, Management Partners will prepare a draft report summarizing the results of our work and providing recommendations for improving cost-recovery levels and a feasibility analysis of Woodlawn operating as a self-sustaining operation. The draft report will be

reviewed with management to ensure factual accuracy and as a vehicle for discussing the ideas it presents prior to moving to a final project report and action plan for implementation.

All recommendations will be supported by analysis and comparison with national best practices, and will be clearly presented with recommendations that are integrated throughout the various services. In our discussion of recommendations we will also analyze implementation impediments and alternatives, as appropriate.

Activity 7: Support Implementation

Management Partners will finalize the report developed in Activity 6 after review and discussion with City management, and present the report as directed by management. The final report will include a draft Implementation Action Plan to help the City implement the recommended changes.

The Implementation Action Plan is designed to be an executable plan of work that can be used to apply specific recommendations that are made in the final report, with a schedule, milestones and assigned responsibility. We will develop this plan in consultation with management as we are cognizant that implementation of the recommendations must occur in conjunction with other ongoing responsibilities. The purpose of the draft action plan is to provide a means by which the City can manage the implementation of the report recommendations.

EXHIBIT B

BUDGET

Hours, Cost and Schedule

The total cost of the project is a not-to-exceed price of \$39,500, which includes all fees and expenses. The Budget is based on an anticipated 254 hours of Consultant staff time to execute the Scope of Services in Exhibit A. The table below outlines the number of staff hours estimated to complete each of the activities described in the Scope of Services. The billing rate for invoices based on activities completed shall not exceed \$155 per hour.

Activity	Hours
1: Start Project	8
2: Gather Data and Obtain Input	37
3: Conduct Benchmarking and Best Practices Research	31
4: Conduct Analysis	96
5: Develop Recommendations and Report Results	52
6: Finalize Report and Support Implementation	30
Total	254

See page 10 of the attached proposal dated October 28, 2011, for complete work schedule.

EXHIBIT C

INSURANCE REQUIREMENTS AND VERIFICATION

Professional Services Insurance Requirements (for Non Public Works Contracts)

Consultant's Insurance

Prior to commencing work, the Consultant shall procure and maintain at Consultant's own cost and expense for the duration of the Agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work or services hereunder by the Consultant and its agents, representatives, employees, or subconsultants. The cost of such insurance shall be included in Consultant's bid.

Without in any way affecting the indemnity provided, the Consultant shall secure before commencement of the work and throughout the Agreement the following types and amounts of insurance:

Minimum Limits of Insurance

Consultant shall obtain insurance of the types and in the amounts described below:

- 1) **Commercial General Liability Insurance**
Consultant shall maintain commercial general liability insurance (CGL) with a limit of not less than \$1,000,000 each occurrence/\$2,000,000 in the annual aggregate.
- 2) **Business Auto Liability Insurance**
Consultant shall maintain business auto liability insurance with a limit of not less than \$1,000,000 each accident.
- 3) **Professional Liability (Errors and Omissions) Insurance**
Consultant shall maintain professional liability insurance appropriate to the consultant's profession with a limit not less than \$1,000,000 each occurrence/\$1,000,000 in the annual aggregate. Architects' and engineers' coverage is to be endorsed to include contractual liability.
- 4) **Workers' Compensation and Employer's Liability Insurance**
Consultant shall maintain workers' compensation insurance as required by the State of California and Employer's Liability Insurance in the amount of \$1,000,000 per accident for bodily injury or disease.

Minimum Scope of Insurance

- 1) CGL insurance shall be written on Insurance Services Office form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and explosion, collapse and underground hazards.
- 2) Business Auto Insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). Coverage shall be written on Insurance Services Office form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.
- 3) If the Professional Liability Insurance policy is written on a claims made basis, it shall be maintained continuously for a period of no less than three (3) years after final completion. The "Retro Date" must be shown, and must be before the date of the contract or beginning of contract work.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City of Santa Monica. At the option of the City of Santa Monica, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City of Santa Monica, its officers, officials, employees, or volunteers; or the Consultant shall provide a financial guarantee satisfactory to the City of Santa Monica guaranteeing payment of losses and related investigation, claim administration and defense expenses.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- 1) The City of Santa Monica, its officers, officials, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of the Consultant; and with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. Under the CGL policy, using the Insurance Services Office additional insured endorsement form CG 20 26 or a

substitute providing equivalent coverage. City and other additional insureds mentioned in this paragraph shall not, by reason of their inclusion as additional insureds, become liable for any payment of premiums to carriers for such coverage.

- 2) For any claims related to this project, the Consultant's insurance coverage shall be primary as respects the City of Santa Monica, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Santa Monica, its officers, officials, employees, or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.
- 3) Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under subdivision (b) of Section 2782 of the Civil Code.

General Liability, Workers' Compensation and Employer's Liability

The insurer shall agree to waive all rights of subrogation against the City of Santa Monica, its officers, officials, employees, and volunteers for losses arising from activities and operations of Consultant in the performance of services under the contract.

All Coverages

- 1) Each insurance required by this clause shall be endorsed to state that coverage shall not be canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City as set forth in the notice requirement of this Agreement.
- 2) If Consultant, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of contract. City, at its sole option, may terminate this Agreement and obtain damages from the Consultant resulting from said breach. Alternatively, City may purchase such coverage (but has no special obligation to do so), and without further notice to the Consultant, City may deduct from sums due to the Consultant any premium costs advanced by the City for such insurance.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:6 unless otherwise approved by the City's Risk Manager.

Verification of Coverage

Consultant shall furnish the City of Santa Monica with original certificates and amendatory endorsements effecting coverage required by this section. The certificates and endorsements for each policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements should be on forms provided by the City of Santa Monica or on other than the City of Santa Monica's forms, provided those forms and endorsements conform to the requirements. All certificates and endorsements are to be received and approved by the City of Santa Monica before work commences. The City of Santa Monica reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

Subconsultants

Consultant shall include all subconsultants as insureds under its policies or shall furnish separate certificates and endorsements for each subconsultant. All coverages for subconsultant shall be subject to all of the requirements stated herein.



MANAGEMENT PARTNERS

INCORPORATED

October 28, 2011

Ms. Susan Cline
Assistant Director
Public Works Department
City of Santa Monica
1685 Main Street, Room 113
Santa Monica, CA 90401

Dear Ms. Cline:

Management Partners is pleased to provide this revised proposal to the City of Santa Monica to prepare an organizational and financial sustainability analysis of the Woodlawn Cemetery, Mausoleum, and Mortuary. This amended proposal reflects the changes that we discussed during our October 27, 2011 phone call. We have adjusted the work plan to incorporate interviews with management and cemetery staff and removed the proposed focus group. Additionally, we reduced the number of peer agencies to be researched for benchmarking, as there are a limited number of comparable agencies in existence. We believe this amended work plan is in alignment with your vision for the project and we look forward to proceeding with the analysis.

The outcome of this assignment will be recommended operational changes to improve Woodlawn's cost-recovery levels and, over time, eliminate the need for a General Fund subsidy. We will accomplish this by examining operations and paying special attention to organizational structure, expenditures and revenues, fee schedules, distinct lines of service, and performance data. Our analysis will incorporate applicable peer agency and industry best practices.

About Management Partners

Management Partners was founded in 1994 with a specific mission to help local government leaders operate their governments in providing high quality service to their public. We are a national consulting firm with offices in San Jose and Irvine, California, and Cincinnati, Ohio. We have a well-established track record of helping public sector organizations throughout the United States, including all of the services provided by cities, counties towns and special districts at the local level. Our emphasis as a firm is in working with local governments throughout the country and we complete an average of 110 projects annually.

During our 17 years of service, we have earned a national reputation by delivering quality, actionable work products to our clients. We bring extensive experience to this project, along with first-hand knowledge of local government operations. We are distinguished by the fact that each team we assign is led and staffed by associates who have actual experience in direct public service and experience working together as a team. The work we do is not an academic

exercise; it is grounded in the real world of customer service and accomplishment in the public sector. Management Partners is unique in that regard.

The firm is staffed with 40 professionals who are experienced public service managers as well as qualified management consultants. This group includes generalists as well as subject-matter experts. Our consultants have years of experience working in all aspects of local government management and have built a track record of extraordinary quality service for our clients.

Management Partners has extensive experience helping improve both the efficiency and effectiveness of local government services. We have undertaken organizational staffing and improvement projects in virtually every type of local government service, including reviews of entire governments as well as selected studies of individual departments and functional activities. In the area of public cemetery operations we have completed strategic and business planning assignments, as well as fiscal and service delivery analysis for local governments in California.

Understanding of the Engagement

The City of Santa Monica wholly owns and operates the 26.6-acre Woodlawn Cemetery, Mausoleum, and Mortuary. The City purchased the Cemetery in 1897 and the Mausoleum in 1972. Woodlawn remains one of the few municipally-owned cemeteries in California.

Woodlawn is staffed with 12.1 full-time equivalent employees and operates with an annual budget of approximately \$2 million. The Cemetery is a unit within the Administrative Services Division of the Public Works Department. The Cemetery Fund is financed by the sale of space and services, and is currently subsidized by the General Fund.

The City of Santa Monica also oversees professional management of a Cemetery and a Mausoleum Endowment Care Fund. A 25% endowment care rate applied to the sales price of each interment space goes into the Endowment Care Fund, and investment and interest earnings on the balance is intended to support ongoing maintenance when new interment spaces are no longer available.

The Woodlawn Cemetery Business Plan outlines a 30-year plan to address two critical priorities: increasing capacity for new interment spaces and achieving short- and long-term financial sustainability for the Cemetery and Endowment Care Funds. Since 2010, the City has implemented a number of capital investments and operational changes as recommended in the Business Plan, including: developed new cremation niche spaces; increased staffing to improve customer service; added an embalming room and mortuary services; made aesthetic improvements at the cemetery entrances (and will soon add new perimeter signage); realigned fees to be competitive in the market; and in July 2011, consolidated all fees into one resolution and schedule. These investments have better positioned the Cemetery to provide effective services and achieve financial sustainability.

To leverage these efforts, we understand that the City desires an organizational and financial sustainability analysis of the Cemetery that provides recommendations to improve cost-recovery levels for short- and long-term financial sustainability. As discussed previously and detailed in the work plan below, this will be achieved through a comprehensive review of operations, with a focus on operational changes that will increase revenue or decrease costs.



Cemetery cost-recovery levels ranged from 59% to 69% over the past five years. Cemetery revenues were \$800,000 to \$1.4 million compared with expenditures of \$1.3 to \$2.3 million. Additionally, revenue receipts and actual expenditures had significant variances from budgeted levels. For instance, in 2009-10, revenue receipts of \$1.4 million fell short of the modified revenue budget of \$2.0 million by 31%, while expenditures of \$2.3 million exceeded the modified budget of \$1.97 million by 14%. These initial observations confirm the need for additional analysis, and suggest that additional operational changes are needed to achieve the City's goal of a financially sustainable cemetery.

Our experience with organizational reviews and financial sustainability analysis, combined with our commitment to quality staff work, make Management Partners well-qualified to successfully complete this engagement for the City.

Approach and Methodology

Management Partners makes a commitment to quality and timely performance with each client we serve. As local government professionals, we know that the value we add is based on our ability to produce results that will be implemented. All of our work is focused on that outcome. The essentials of our project management approach are summarized below, including the specifics of work planning, execution, and the importance of our built-in quality assurance elements and focus on ultimate implementation.

We have completed projects for the City of Santa Monica on multiple occasions over the last several years (most recently with an evaluation of the solid waste operation) so we are familiar with the City organization as well as its budget and financial systems.

Work Plan

Based on our experience with organization reviews and our understanding of the City's needs, we have prepared the plan of work below. This framework is amenable to refinement to adapt it to your specific interests.

Activity 1: Start Project

Management Partners will begin this project with a careful learning phase, which includes holding a planning meeting with City management to ensure that we have a clear understanding of your objectives for this analysis. The project start-up activity will form the foundation for the partnership between our project team and the City.

In addition to covering logistics such as who should be interviewed, we will discuss the approach and timing of this project in relation to other activities in the department. We understand that the work associated with this review is in addition to the normal work of the City and must be integrated in a way that minimizes disruption. Following the meeting, we will fine-tune the scope of work and finalize the schedule. Throughout the project we will keep you informed of our progress, observations, and initial recommendations.

Activity 2: Gather Data and Obtain Input

During this activity we will gather data in several ways as described below.



- *Review Written Documents.* We will obtain relevant background information, including but not limited to the operating budget (historical and projected budget and actual expenditures and revenue), organization charts, staffing information, work plans, descriptions of services and programs offered, contracts, rules and regulations, and performance data.
- *Conduct Interviews.* We will conduct individual interviews with approximately six City and Woodlawn staff to hear their perspectives about workload, staffing, service delivery processes, performance expectations, recent changes in operations, impediments and opportunities for improving outcomes, revenue and expenditure trends, and other factors that will provide a solid picture of the present environment and the goals for the future. These interviews will help us learn about and understand Santa Monica's cemetery and mortuary business model and operating environment. The City noted that interviewees may include the Public Works Director and Assistant Director (in a joint interview), the Cemetery Administrator, two groundskeeper staff, and two customer service representatives.

At the conclusion of the interviews and document review, we will prepare a summary and meet with City management to review the results.

Activity 3: Conduct Benchmarking and Research Best Practices

During Activity 3, we will benchmark Woodlawn with other similar sized cemeteries and mortuaries. Benchmarking will be particularly useful in several areas, including expenditures, revenues, and operations.

We propose identifying up to three comparable public and private organizations for benchmarking based on criteria agreed on with the City. Criteria for selecting comparable peers are likely to include size, proximity/target market, operating model, services provided, best practices in cemetery and mortuary operations and other factors that make peers comparable to Woodlawn. We will collaborate with City management to finalize the list. We will ask City management to assist us in contacting the peer organizations to solicit their cooperation in providing the requested information to Management Partners. The results of this work will be included in our project report.

We will also compare current best practices in the industry to identify elements that will be most useful to the City. Our approach to best practices research is to identify ideas and practices from acknowledged industry leaders, irrespective of geography or other characteristics. We will assess scalability and applicability and identify opportunities for implementation.

In our identification of peers and during this analysis we will attempt to gather relevant input from organizations with strong financial health and those with varying service delivery models. This input will be important both in identifying opportunity areas as well as in the subsequent fiscal and overall feasibility analysis, because it will allow us to apply cost and performance parameters from actual experience.

Activity 4: Conduct Analysis

Next, Management Partners will analyze the data collected in Activities 2 and 3. We will analyze the Woodlawn operation as a whole and drill down to each service area, including examining include historical, current, and projected budgeted and actual expenditures and revenues,



staffing and resource allocation, service delivery processes, service level demands, changes in operations, capital and infrastructure investments, rules and requirements, impediments, and performance data.

Woodlawn's service levels and costs will be compared with peer organization and best practice data to isolate any areas where Woodlawn's cost-per-service is high. In these instances, we will make recommendations to adjust service levels and/or reduce costs. To reduce costs, Management Partners may recommend operational changes or a range of alternative service delivery models. The operational or model changes may include consolidating a staff function with another department to gain economies of scale and reduce redundancies, or contracting all or a portion of the cemetery operation. In reviewing cost-recovery levels Management Partners will also evaluate revenue collected by each service area to determine if fee adjustments are warranted. Finally, using the best practice data, we will evaluate revenue generation opportunities employed by other organizations that may be viable for Woodlawn.

Management Partners will conclude the review with a feasibility analysis of whether Woodlawn can operate as a fully self-sustaining entity without a General Fund subsidy. To do this, we will incorporate the data and recommendations from the above cost-recovery review. For each recommendation, we will estimate implementation costs and the level of savings and revenue possible. This information will be compiled and calculated with the current expenditure and revenue information to determine if the desired cost-recovery level can be achieved. We will also identify implementation barriers to inform the feasibility of each recommendation. This overall approach will allow City management to see which operational and business practice changes, or combination thereof, would be necessary to achieve the desired cost recovery level.

Activity 5: Develop Recommendations

As a result of our analysis, we will create recommendations based on the unique needs of Santa Monica. We will make recommendations that, when implemented, will improve Woodlawn's financial sustainability. We expect that recommendations will pertain to revenue generation, budget and expenditures, service delivery models, business practices and resource allocation. We will use these recommendations to prepare a feasibility study of Woodlawn's potential to operate like an enterprise entity that is fully self-sustaining. Once we have developed our preliminary recommendations we will meet with the City to review this information to ensure the facts are correct and to discuss the content and approach.

Activity 6: Report Results

When our analysis is complete, Management Partners will prepare a draft report summarizing the results of our work and providing recommendations for improving cost-recovery levels and a feasibility analysis of Woodlawn operating as a self-sustaining operation. The draft report will be reviewed with management to ensure factual accuracy and as a vehicle for discussing the ideas it presents prior to moving to a final project report and action plan for implementation.

All recommendations will be supported by analysis and comparison with national best practices, and will be clearly presented with recommendations that are integrated throughout the various services. In our discussion of recommendations we will also analyze implementation impediments and alternatives, as appropriate.



Activity 7: Support Implementation

Management Partners will finalize the report developed in Activity 6 after review and discussion with City management, and present the report as directed by management. The final report will include a draft Implementation Action Plan to help the City implement the recommended changes.

The Implementation Action Plan is designed to be an executable plan of work that can be used to apply specific recommendations that are made in the final report, with a schedule, milestones and assigned responsibility. We will develop this plan in consultation with management as we are cognizant that implementation of the recommendations must occur in conjunction with other ongoing responsibilities. The purpose of the draft action plan is to provide a means by which the City can manage the implementation of the report recommendations.

Project Team

Management Partners takes care to assemble a project team based on the unique needs of each engagement. Jan Perkins, Partner, will serve as project director and provide direction and expert guidance for the project and take responsibility to ensure that the work developed for the City of Santa Monica is at the high level that has earned our firm its reputation for quality work. Cathy Standiford will serve as project manager responsible for execution of the project and will be assisted by Julie C.T. Hernandez, Larry Lisenbee, and Suzanne Martin. The qualifications of each team member are briefly summarized below and complete qualifications are provided in Attachment A.

Jan Perkins, Partner

Jan Perkins 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 coaching and performance evaluation, workforce and succession planning, and policy board/staff effectiveness. Jan 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," March 2005, *Public Management* magazine; and "The Value of Going Back to the Basics," co-authored with former Fremont Mayor Gus Morrison, June 2005, *Western City* magazine. Jan is an ICMA Credentialed Manager. Some of the clients that Jan has assisted include the cities of Rio Rancho and Santa Fe, New Mexico; Las Vegas and North Las Vegas, Nevada; the California cities of Newport Beach, Burbank, Pasadena, Glendale, Palo Alto, San Jose, Concord, Laguna Hills, Livermore, Garden Grove, Cypress, La Palma, Alameda, El Monte, Anaheim, Huntington Beach, Long Beach, Orange, Santa Cruz, Santa Ana, Sunnyvale, Novato, Rancho Cordova, and Modesto; the counties of Alameda, Orange, Monterey, Marin, Riverside, Santa Clara, San Mateo and Ventura; the Alameda County City Managers' Association; the Southern California Association of Governments; the Sacramento Area Council of Governments; the Orange County Cemetery District; the Contra Costa Transportation Authority; the Alameda County Congestion Management Agency; the Sonoma Valley Fire and Rescue Authority; and the Coastside County Water District.



Cathy Standiford, Senior Manager

Cathy Standiford has developed her expertise in strategic management, organizational development, team building, operations analysis, and problem solving during 27 years of public sector experience. Before joining Management Partners she held executive level positions in three California communities, including assistant city manager for the City of Santa Ana, city manager for the City of La Palma, and deputy city manager for the City of Garden Grove. An ICMA Credentialed Manager since 2004, Cathy is recognized for her knowledge of municipal government operations and policy issues. She is a skilled facilitator and trainer, and serves as an adjunct professor for California State University Fullerton's Public Sector Leadership in the 21st Century program. Some of the clients Cathy has assisted include the cities of Anaheim, Fullerton, Fremont, Mission Viejo, Newport Beach, Santa Monica, Glendale and Glendora; Ventura County; the Santa Barbara County Association of Governments; and Chrysalis Enterprises, a non-profit organization based in Los Angeles.

Julie C.T. Hernandez, Senior Management Advisor

Julie C.T. Hernandez joined Management Partners in 2004 after almost 20 years in California local government management. Julie also serves as the executive director of the International Hispanic Network, an organization with which she has been active since 1990. Prior to joining Management Partners, she was senior management analyst for economic development, redevelopment, CDBG, and public information and outreach in Moorpark, the most affluent and fastest growing city in Ventura County. Earlier, Julie was assistant city manager of Santa Paula and, for 10 years, worked in positions of increasing responsibility in the City of Oxnard. During her career, Julie acquired skills and knowledge in budget and management analysis, organizational and process review, organizational development, team building, strategic planning, public works, development services, enterprise fund management, rate/fee studies, personnel and labor relations, risk management, information systems, public information and outreach (including civic engagement and outreach to diverse populations), city clerk operations, economic development and redevelopment, and property management.

Larry Lisenbee, Special Advisor

Larry Lisenbee joined Management Partners after serving for over 21 years as budget director for the City of San Jose, the tenth largest city in the country. During that time, Larry led the Budget Office which reported directly to the city manager. He was responsible for developing the annual budget proposal, monitoring the budgets of all City funds during the fiscal year, and producing and presenting budget reports to the City Council throughout the entire year. Previously, Larry served as a budget analyst, senior budget analyst and supervising budget analyst for Santa Clara County. During his career, Larry has had extensive experience managing public budgeting efforts in large urban California agencies. He is particularly skilled in developing budget strategies in deficit financial conditions. He has had lead roles in organizational and process review efforts and led numerous problem solving efforts involving organizational development, team building, strategic planning, enterprise fund management, rate/fee studies, personnel and labor relations, information systems, public information and outreach to diverse populations.



Suzanne Martin, Management Analyst

Suzanne Martin joined Management Partners in May 2010. Since that time, she has provided benchmarking, best practices research, and data analysis for a variety of projects. Additionally, Suzanne is responsible for many of the administrative functions in our San Jose office. Having received her master's degree in public administration from San Francisco State University in December 2009, Suzanne brings expertise in conducting qualitative and quantitative research. Before joining Management Partners, Suzanne spent two years as a graduate student intern at the California Public Utilities Commission, where she conducted program evaluations related to business services and provided policy analysis. Suzanne is also a member of Pi Alpha Alpha.

References

Management Partners has a proven track record of managing projects and assignments to the satisfaction of our clients. Our ultimate pledge is that the client is satisfied with our work, and as such, we commit the resources necessary to complete the tasks by the adopted deadlines. We believe our track record of completing similar projects for local governments on time and on budget, with quality deliverables specifically designed to be implemented, make Management Partners well qualified to execute this work for the City of Santa Monica.

A list of project-specific references is included below. Additionally, our website (www.managementpartners.com) lists past clients and you are welcome to contact any of them.

Orange County Cemetery District, California

Management Partners worked with the General Manager and Board of Trustees of this special district to develop its first strategic plan. Subsequently we have assisted the District by updating the plan and conducting an annual work planning/priority setting process. Major activities included researching data for an environmental scan to identify important trends the district would face during the next ten years, conducting customer and stakeholder surveys, and facilitating several sessions with the Board to identify and prioritize goals and present strategies to achieve the goals. As a result of this work, Management Partners is quite familiar with the trends and fiscal issues that confront cemetery operations in general and public sector operators in particular. The final activity resulted in an Implementation Action Plan that provided the details to accomplish the Board's goals.

Client Contact: Mr. Tim Deutsch, General Manager
25751 Trabuco Road
Lake Forest, CA 92630
949-951-9102
t.deutsch@orccd.com

Ventura County, California

Management Partners assisted the County Executive Office in evaluating options with respect to the practical insolvency of a public cemetery district (the Piru Public Cemetery District). Options evaluated include sale, consolidation with another public cemetery operator or operation by the County potentially with financial support from a parcel tax. Expansion and capital improvement opportunities, potentially in association with a small County-governed redevelopment agency, were also evaluated.



Client Contact: Ms. Norma Camacho, former Deputy Executive Officer
800 S. Victoria Avenue
Ventura, CA 93009
805-654-2040
Norma.camacho@ventura.org

Santa Monica, California

Management Partners completed an organization review of the City of Santa Monica's Solid Waste Management Division. The purpose of the project was to analyze the current organizational structure and administrative operations and make recommendations that would enhance the efficiency and effectiveness of this division. Management Partners made 14 recommendations that include a new organizational structure to enhancing communication and teambuilding. The estimated cost savings of the recommendations, when implemented, is over \$351,000 per year.

Client Contact: Ms. Jennifer Phillips, former Assistant City Manager
714-389-9950
jfillips1@cox.net

Anaheim, California

Management Partners has conducted several projects for the City of Anaheim, including an independent review of City actions taken to reduce costs and increase revenues compared with actions taken by comparable cities. In addition to benchmarking budget information, surveys were used to create an inventory of budget balancing strategies being used by peer agencies. Through analysis of these emerging strategies along with Anaheim's budget balancing efforts, Management Partners identified several opportunities for Anaheim to improve its financial condition.

Client Contact: Ms. Debbie Moreno, Assistant Finance Director
200 S. Anaheim Blvd, Suite 643
Anaheim, CA 92805
714-765-4651
dmoreno@anaheim.net

Newport Beach, California

Management Partners has an ongoing relationship to assist the City of Newport Beach in a variety of ways. We have provided interim executive management staffing, designed and conducted project management/work plan training for managers, designed and facilitated executive-level teambuilding workshops, designed and conducted a goal setting workshop with executives and elected officials, provided project management for a Charter Update Commission process, and assisted with performance budgeting design. We continue to assist the City with management advice, facilitation and project management as needed.

Client Contact: Mr. Dave Kiff, City Manager
3300 Newport Boulevard
Newport Beach, CA 92663
949-644-3000
dkiff@newportbeachca.org



Hours, Cost and Schedule

Management Partners anticipates devoting 254 hours of our staff time to execute the plan of work described above. The ultimate test of a quality project is that the client is pleased with the results and we are committed to achieving that goal. The total cost of the project is a not-to-exceed price of \$39,500, which includes all fees and expenses. As discussed, the below table outlines the number of staff hours estimated to complete each of the activities described in the scope of work.

Activity	Hours
1: Start Project	8
2: Gather Data and Obtain Input	37
3: Conduct Benchmarking and Best Practices Research	31
4: Conduct Analysis	96
5: Develop Recommendations and Report Results	52
6: Finalize Report and Support Implementation	30
Total	254

We have developed the project schedule below in response to your needs. We are prepared to begin work in mid-November so that it can be completed no later than February 2012.

Cemetery Services Review City of Santa Monica		Start	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
		11/14	11/21	11/28	12/5	12/12	12/19	12/26	1/2	1/9	1/16	1/23	1/30	2/6	2/13	2/20	2/27
Activity 1: Start Project																	
1.1	Prepare meeting agenda, work plan and document request	█															
1.2	Conduct kick-off meeting with City management	█															
1.3	Refine work plan and schedule	█															
Activity 2: Gather Data and Obtain Input		11/14	11/21	11/28	12/5	12/12	12/19	12/26	1/2	1/9	1/16	1/23	1/30	2/6	2/13	2/20	2/27
2.1	Gather documents	█	█														
2.2	Plan and conduct 6 City and Cemetery Interviews			█													
2.3	Document results				█												
2.4	Meet with City management					█											
Activity 3: Conduct Benchmarking and Best Practices Research		11/14	11/21	11/28	12/5	12/12	12/19	12/26	1/2	1/9	1/16	1/23	1/30	2/6	2/13	2/20	2/27
3.1	Identify peer jurisdictions and data elements	█															
3.2	Gather peer data		█	█													
3.3	Analyze peer data compared to Woodlawn				█												
3.4	Identify best practices					█											
Activity 4: Conduct Analysis		11/14	11/21	11/28	12/5	12/12	12/19	12/26	1/2	1/9	1/16	1/23	1/30	2/6	2/13	2/20	2/27
4.1	Identify cost-per-service compared to peers, best practices				█	█											
4.2	Develop cost reductions - operational changes					█	█										
4.3	Develop cost reductions - alternative service delivery models						█	█									
4.4	Analyze opportunities to increase revenue: new or adjusted fees							█	█								
4.5	Estimate costs, revenue, and savings of recommendations								█	█							
4.6	Conduct feasibility analysis to achieve 100% cost recovery									█	█						
Activity 5: Develop Recommendations and Report Results		11/14	11/21	11/28	12/5	12/12	12/19	12/26	1/2	1/9	1/16	1/23	1/30	2/6	2/13	2/20	2/27
5.1	Prepare Draft Report and Recommendations								█	█							
5.2	Review with City										█	█					
Activity 6: Finalize Report and Support Implementation		11/14	11/21	11/28	12/5	12/12	12/19	12/26	1/2	1/9	1/16	1/23	1/30	2/6	2/13	2/20	2/27
6.1	Prepare Final Report											█	█				
6.2	Present Report														█		
6.3	Prepare draft Implementation Action Plan															█	
6.4	Support Implementation																→

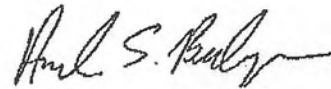


Conclusion

Management Partners has the experience, the professional talent and the commitment necessary to successfully complete a study of the Woodlawn Cemetery and Mortuary for the City of Santa Monica. We welcome the opportunity to provide additional information that may be helpful.

If you have any questions about this proposal please contact me directly at 805-320-1702. We would be pleased to again work with the City of Santa Monica Public Works Department.

Sincerely,



Andrew S. Belknap
Regional Vice President

Accepted for the City of Santa Monica by:

Name: _____

Title: _____

Date: _____



Attachment A – Project Team Resumes

JAN C. PERKINS

Jan Perkins, Partner, has 30 years of local government management experience in five communities. She has held major leadership positions in professional organizations, has authored numerous articles, and is a frequent speaker at workshops and conferences. She joined Management Partners in 2005.

Jan was city manager of Fremont, California, for nearly 11 years, and earlier was city manager of Morgan Hill, California. She also served the city of Santa Ana, California as assistant city manager; and Grand Rapids and Adrian, Michigan, in a variety of senior management positions, including deputy city manager.

Since joining Management Partners in 2005, Jan has led complex projects that provided assistance to senior local government managers and elected officials. These have included strategic and business planning, budget policy development, organizational assessments, teambuilding, council/board effectiveness, goal setting, leadership development and executive coaching, executive performance evaluations, staffing analyses, and workforce and succession planning. She is based in the company's Irvine, California, office.

Some of the clients that Jan has assisted include the cities of Rio Rancho and Santa Fe, New Mexico; Las Vegas and North Las Vegas, Nevada; the California cities of Newport Beach, Burbank, Pasadena, Glendale, Palo Alto, Napa, San Jose, Concord, Laguna Beach, Laguna Hills, Pleasanton, Ceres, Livermore, Garden Grove, Cypress, La Palma, Alameda, El Monte, La Habra Heights, Anaheim, Huntington Beach, Long Beach, Orange, Santa Cruz, Santa Ana, Sunnyvale, Novato, Gilroy, Rancho Cordova, and Modesto; the counties of Alameda, Orange, Monterey, Marin, Riverside, Santa Clara, San Mateo and Ventura; the Alameda County City Managers' Association; the Southern California Association of Governments; the Sacramento Area Council of Governments; the Orange County Cemetery District; the Contra Costa Transportation Authority; the Alameda County Congestion Management Agency; the Sonoma Valley Fire and Rescue Authority; and the Coastside County Water District.

Her expertise was developed through an increasingly demanding series of jobs, beginning with the City of Grand Rapids. There, she served in a variety of management positions over a six-year period, concluding as deputy city manager. She also worked for the City of Adrian as assistant city administrator and community development director. In 1984, she was named assistant city manager of Santa Ana, California, followed by city manager positions in Morgan Hill and Fremont.

Among Jan's articles are "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; "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*.



CATHERINE STANDIFORD

Cathy Standiford, Senior Manager, has more than 27 years of public sector experience, including executive management roles in small, medium and large communities. She is a skilled facilitator and trainer in the areas of strategic planning, public sector leadership, effective communication and conflict resolution, and ethics. Since joining Management Partners, Cathy has provided expert assistance to numerous public agencies, including the cities of Anaheim, Fremont, Fullerton, Mission Viejo, Newport Beach, Santa Monica, Glendale and Glendora; the County of Ventura; and the Santa Barbara County Association of Governments.

Cathy began her career with the University of California, Irvine, where she served in several positions, including assistant university editor. Her local government experience began with the City of Garden Grove, California, where she held a variety of professional and management positions over a 13-year period, including development services director and deputy city manager. Cathy subsequently served for five years as the city manager for the City of La Palma. Before joining Management Partners, Cathy was the assistant city manager (the chief operating officer role) for the City of Santa Ana.

Cathy's experience in strategic management, organizational development, team building, operations analysis, and problem solving has come from her involvement in just about every facet of municipal government, including operational and capital budgeting, fire and police services, labor relations, intergovernmental relations, capital improvement planning and water and sanitation enterprise operations. She also coordinated a comprehensive study of the impacts of adult businesses in Garden Grove in 1992. This study continues to be referenced by cities throughout the United States today.

Cathy's publications include "Getting Past the Paper Cut: What Executive Recruiters Say About Landing Your First City Manager Job, a chapter of the *Preparing the Next Generation* Resource Guide published by ICMA; and "Taking Care of the City Work Force in Trying Times," printed in *Western City Magazine* in 1997. She also co-authored a paper with Judy B. Rosener entitled "Men and Women in Organizations: Are Future Managers Exposed to the Issues?" published in *Organizational Behavior Teaching Review* in 1989.

Cathy serves as a member of the Cal-ICMA Preparing the Next Generation Task Force and Women Leading Government. Other professional service includes a term on the Board of Directors for the California City Management Foundation, where she helped design an in-depth seminar for first-time City Managers. Cathy served as the 2009-2010 President of Soroptimist International of the Americas, a nonprofit organization working to improve the lives of women and girls locally and globally.

An ICMA Credentialed Manager since 2004, Cathy holds a Bachelor of Arts degree from Whittier College majoring in "Perspectives of Human Behavior," and a Master's degree in Business and Public Administration from the University of California, Irvine.



JULIE C.T. HERNANDEZ

Julie C.T. Hernandez, Senior Management Advisor, joined Management Partners in 2004 after almost 20 years in California local government management. Julie also serves as the executive director of the International Hispanic Network, an organization with which she has been active since 1990. She has a wide range of expertise that includes budget and management analysis, organizational and process reviews, organizational development, teambuilding, strategic planning, public works and development services, personnel and labor relations, risk management, information systems, city clerk operations, economic development and redevelopment, and public information office. Julie also is a skilled facilitator and experienced process manager.

In her most recent position, Julie served as senior management analyst for economic development, redevelopment, CDBG, and public information and outreach in Moorpark, which was the most affluent and fastest growing city in Ventura County. In this capacity, she was responsible for business attraction, retention and development assistance. Some of her activities included guiding business through the permitting process, problem solving, developing business-friendly policies and processes, redevelopment, strategic planning, marketing, business licensing, managing grants, and administering film permits. As a member of the Economic Development Collaborative of Ventura County, she worked with economic development managers throughout the county to revitalize and fund an enhanced, proactive business assistance and marketing organization. In her public outreach capacity, she simultaneously implemented a three-year, \$1.5 million grant to bring social services to the city, and managed a redevelopment project to build a three-building, 30,000-square-foot Human Services Complex to house the new social and medical services.

Julie served as assistant city manager for the City of Santa Paula and was responsible for personnel and labor relations, risk management, information systems, public information and outreach, and the City Clerk's Office. She served as chief negotiator for collective bargaining with the City's six employee associations and as public information officer. Her special assignments were the City's California Oil Museum, cable TV channel, special events permits. In her public outreach capacity she conducted youth services master planning through focus group sessions with City Council, city departments, businesses, and community groups, resulting in a five-year Youth Master Plan. She also successfully implemented a new volunteer recognition program for City volunteers.

Julie also spent ten years with the City of Oxnard as a budget analyst in the City Manager's Office and a management analyst in the combined public works/development services departments. She successfully completed training to become a trainer and facilitator in the city's management development and teambuilding program. She was the city's designated trainer for ethics training.

She has held a number of leadership positions in national, state and local organizations throughout her career. She is a member of the International City/County Management Association (ICMA), and the Municipal Management Association of Southern California (MMASC). She is a founding member of the International Hispanic Network (IHN), and the Cal-ICMA Preparing the Next Generation Committee. She has served on various boards and committees within these organizations, including a term as president of the International Hispanic Network. Julie frequently facilitates and speaks at workshops and conferences about



local government issues. Her community work includes serving on the Board of Directors of the Boys and Girls Club, the United Way, Destino Hispanic Legacy Fund (a philanthropic grants provider for services to Latinos), Professional Latinos/as Advancement Network and the Ventura County Civic Alliance. She is also a long-time member of the Admin/Finance Committee of First 5 Ventura County.

She has co-authored several articles, including "Serving Diverse Communities-Best Practices," which appeared in the June 2007 issue of *Public Management* magazine; "Serving Diverse Communities-Cultural Competency," which appeared in the July 2007 issue of *Public Management* magazine; and "Cultivating Diversity in Municipal Management," which appeared in the May 2009 issue of *Western Cities* magazine.

Julie earned a bachelor's degree in psychology from the University of California at Santa Barbara and a master's degree in counseling psychology, with a community outreach emphasis, from San Diego State University. She is also a graduate of the Coro Foundation's Oxnard Focus Program.



LARRY D. LISENBEE

Larry D. Lisenbee, Special Advisor, joined Management Partners in 2009 after 35 years of experience in local government management in three California community agencies. Prior to joining Management Partners, Larry served as the budget director for the City of San Jose California for over 21 years. He earlier worked in various budget and management positions in the County of Santa Clara and the County of San Bernardino.

Throughout his term of service, Larry gained broad expertise in all facets of local government management including policy development, strategic planning, finance, public/private partnerships, performance measurement systems, public information and civic engagement. His primary expertise and experience is in California local government budget development and management.

During his tenure as budget director for the City of San Jose, Larry led a team of just under 20 individuals. He reported directly to the city manager and was responsible for all facets of the City's budget management. The responsibilities of this office included developing the annual proposed budget for 115 funds, monitoring and reporting to the City Council during key points in the fiscal year about the status of the budget for all City funds as well as clearing and bringing to City Council any and all amendments to the approved budget.

In this role Larry was the key coordinator and advisor to both the city manager and the City Council for all budget related issues. During his tenure he served under six city managers and four Mayors. Also during this time he helped lead the City through major budget difficulties resulting from the recessions of the early 1990s, the "dot com" bust of the early 2000s, and through the initial phases of the most recent economic collapse. His experience and leadership during this two-decade tenure was a key element to helping the City of San Jose create and maintain its reputation for leadership in fiscal responsibility among the major cities in the United States. He also led the efforts to create the model performance budgeting system and budget format for which that city is known.

Previous to that, Larry served as a budget analyst, senior budget analyst and supervising budget analyst for Santa Clara County over a twelve-year period. He began his career working as an analyst for the San Bernardino County Health Department.

Larry earned a bachelor's degree from San Jose State University, and a master's degree from the University of California at Los Angeles (UCLA).



SUZANNE D. MARTIN

Suzanne Martin, Management Analyst, is responsible for providing not only a variety of research and data analysis assistance, but she is also responsible for many of the administrative functions in our San Jose office. Since joining Management Partners in May 2010, Suzanne has performed benchmarking and analytical research for many of our clients. Suzanne came to Management Partners on the heels of a 2-year internship at the California Public Utilities Commission. Suzanne performed program evaluation for many of the business services-related programs in place at the CPUC, including the Transit Pass, Reprographics, Environmental Sustainability, and Temporary Staffing programs.

Prior to embarking on her career in public service, Suzanne worked at a private nuclear security services firm, headquartered near Chicago, IL. Suzanne was responsible for such duties as training nuclear security personnel on the operations of security systems, factory-acceptance testing security systems, documentation control, and technical writing.

Suzanne received her bachelor's degree in psychology from the University of Wisconsin-Madison. She earned her master's of public administration from San Francisco State University, and is a member of Pi Alpha Alpha, the national honors society for public affairs and administration.

