Agreement No.	
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COUNTY OF KINGS AGREEMENT FOR SERVICES

THIS AGREEMENT is made and entered into on _______, 2024, by and between the County of Kings, a political subdivision of the State of California ("County") and Cooperative Personnel Services dba CPS HR Consulting, a California Joint Powers Authority Public Agency, ("Contractor") (singularly a "Party," collectively the "Parties").

RECITALS

WHEREAS, the County requires executive training services to provide an executive level training program; and

WHEREAS, Contractor is ready, willing, able, and qualified to perform such services.

NOW, THEREFORE, the Parties agree as follows:

1. SCOPE OF SERVICES

The County engages Contractor and Contractor shall do, perform, and carry out the services as set forth in **Exhibit A**.

2. RESPONSIBILITIES OF CONTRACTOR

Contractor possesses the requisite skills necessary to perform the work under this Agreement and the County relies upon such skills. Contractor shall, at all times utilizing its ability, experience, and talent, faithfully, industriously, and professionally perform the work set forth in **Exhibit A** to the County's reasonable satisfaction. The County's acceptance of Contractor's work does not constitute a release of Contractor from its professional responsibility.

Contractor affirms that it possesses current valid appropriate licensure, including, but not limited to, driver's license, professional license, certificate of tax-exempt status, or permits, as required to perform the work under this Agreement.

3. COMPENSATION

County shall pay Contractor in accordance with the attached **Exhibit B**. Contractor is not entitled to, nor will County pay any additional consideration, compensation, or other remuneration.

Contractor shall receive \$56,665.00 as compensation in full for the services rendered under this Agreement as reflected in **Exhibit B**. Contractor shall not be entitled to nor receive additional compensation from the County unless this Agreement is amended in writing by both Parties.

Upon approval of County, County shall pay Contractor monthly in arrears, up to the maximum amount reflected in **Exhibit B**, within thirty (30) days of receipt of timely invoices. Contractor shall submit invoices to County describing the services rendered, to whom, the date(s) of service and the charges in a form approved by the County. Invoices must be documented in such reasonable detail as required by the County's Auditor to determine the funds were expended for the intended purposes. Contractor shall support its costs by properly executed payrolls, time records, attendance records, billing statements, contracts, detailed ledgers, vouchers, orders, or any other documents pertaining in whole or in part to this Agreement.

Should no funds or insufficient funds be appropriated for this Agreement, the County reserves the right to propose an amendment or unilaterally terminate this Agreement immediately.

4. TERM

This Agreement commences on October 29, 2024, and terminates on October 29, 2025, unless otherwise terminated in accordance with its terms.

This Agreement may be extended by mutual consent of the Parties for six (6) months with the same terms and conditions.

5. RECORDS AND INSPECTIONS

Contractor shall maintain full, complete, and accurate records with respect to all matters covered under this Agreement. Contractor shall: a) prepare all records in accordance with generally accepted accounting procedures; b) clearly identify and the records; c) keep said records readily accessible; and d) maintain the records for seven (7) years after the termination of this Agreement. County shall have free access during normal work hours to such records and the right to examine, inspect, copy, or audit them, at no cost to County.

6. AMENDMENTS

This Parties may modify this Agreement only by a written amendment signed by the Contractor and the County's Board of Supervisors ("Board") or other representative as authorized by the Board.

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7. TERMINATION

The right to terminate this Agreement may be exercised without prejudice to any other right or remedy to which the terminating Party may be entitled at law or under this Agreement.

- A. <u>Without Cause</u>. Either Party may terminate this Agreement without cause by giving the other Party thirty (30) calendar days' written notice of its intention to terminate pursuant to this provision, specifying the date of termination. If the County's funding for services under this Agreement becomes unavailable, the County may terminate this Agreement effective immediately.
- B. <u>With Cause</u>. This Agreement may be terminated by either Party should the other Party materially breach its duties or responsibilities hereunder. Upon determining a material breach has occurred, the non-breaching Party shall provide written notice to the breaching Party of its intention to terminate this Agreement and inform the breaching Party whether the breach is able to be cured or not.
- 1) Breach Subject to Cure. Unless otherwise specifically noted in the Notice of Breach, all Notices of Breach shall be deemed subject to this provision. If the non-breaching Party deems the breach of a nature subject to cure, said Party shall allow the breaching Party a period of at least ten (10) calendar days to cure the breach. If the breach is not remedied within the period specified in the Notice of Breach, the non-breaching Party may terminate the Agreement upon further written notice specifying the date of termination.
- a. In the event the nature of the breach requires more time than allowed in the Notice of Breach to cure, the breaching Party may submit a written proposal to the non-breaching Party within that period, setting forth a specific plan to remedy the breach and the date certain for completion. If the non-breaching Party assents to the proposed plan in writing, the breaching Party shall immediately commence curing the breach. If the breaching Party fails to cure the breach within said period, the non-breaching Party may terminate this Agreement: i) immediately; ii) on the date specified in the Notice of Breach; or iii) grant the breaching Party additional time to cure.
- b. Alternatively, the County may elect to cure the breach and Contractor shall bear all expenses incurred the County in curing the breach.
- 2) <u>Breach Not Subject to Cure</u>. If the non-breaching Party deems the breach is of such a nature as it is not subject to or is incapable of being cured, it shall provide a Notice of Breach to the breaching Party of its intent to terminate this Agreement, in which it shall include a date upon which the Agreement terminates.

- C. <u>Effects of Termination</u>. Termination of this Agreement shall not terminate Contractor's obligations or liability to the County for damages sustained by the County because of the Contractor's breach, nor the Contractor's duty to indemnify, maintain and make available any records pertaining to this Agreement, cooperate with any audit, be subject to offset, or make any reports of pre-termination contract activities.
- D. <u>No Waiver of Breach or Breach by Forbearance</u>. In no event will either Parties' act of forbearance regarding previous acts by the other Party: i) constitute a breach or breach of the Party's obligations under this Agreement; ii) waive a Party's right to assert breach or breach; nor iii) impair or prejudice any remedy available to the non-breaching Party.

8. INSURANCE

- A. Requirement to Obtain, Maintain, and Deliver Proof of Insurance Prior to Execution of the Agreement or Commencement of Work. Without limiting the County's right of indemnification from Contractor or any third parties, Contractor shall purchase and maintain the insurance policies described below (collectively, the "Insurance Policies") prior to the commencement of work or execution of this Agreement. Contractor shall maintain the Insurance Policies throughout the term of this Agreement.
- B. Contractor shall deliver an Endorsed Additional Insured page from Contractor's insurance carrier to the County's Risk Manager guaranteeing said coverage to the County prior to the execution of this Agreement. Contractor shall deliver proof of insurance and all endorsements in accordance with this Agreement's Notice Section, or as otherwise agreed between the Parties. Failure to obtain, maintain, or provide the Insurance Policies or proof of the same is a material breach of this Agreement and may result in the immediate suspension or termination of this Agreement for cause, in addition to any other remedies the County may have under the law.
- C. <u>Endorsement of Policies</u>. Contractor shall cause each of the Insurance Policies to be endorsed designating the County and its Board members, officials, officers, employees, and agents as additional insureds, using ISO form CG 20 26 or an alternate form that is at least as broad as form CG 20 26, as to any liability arising from the performance of this Agreement.
- D. <u>Insurance Limits</u>. Contractor shall obtain the Insurance Policies in the amounts set forth below, unless the County's Risk Manager approves other limits, in writing, prior to the execution of this Agreement:
- 1. <u>Commercial General Liability</u> covering bodily injury, personal injury, and property damage with minimum limits of Two Million Dollars (\$2,000,000) per occurrence and Five Million Dollars (\$5,000,000) annual aggregate.

- 2. <u>Comprehensive Automobile Liability</u> covering a) bodily injury of not less than Five Hundred Thousand Dollars (\$500,000) per person and One Million Dollars (\$1,000,000) per accident and property damage of not less than One Hundred Thousand Dollars (\$100,000); or b) coverage with a combined single limit of One Million Dollars (\$1,000,000). The Comprehensive Automobile Liability must cover owned and non-owned vehicles used in connection with this Agreement.
- 3. <u>Workers Compensation</u> as required by the California Labor Code. Contractor shall cause the policy to be endorsed to waive the insurer's subrogation rights against the County.
- 4. <u>Professional Liability</u> covering Contractor's wrongful acts, errors, and omissions with limits not less than One Million Dollars (\$1,000,000) per occurrence or claim, and Three Million Dollars (\$3,000,000) annual aggregate limit.
- E. <u>Rating of Insurers</u>. Contractor shall obtain insurance placed with admitted insurers rated by A.M. Best Co. as A:VII or higher. Lower rated, or approved but not admitted insurers, may be accepted upon prior approval of the County's Risk Manager.
- G. <u>Notice of Cancellation to the County and Payment of Premiums</u>. Contractor shall cause each of the above insurance policies to be endorsed to provide the County with thirty (30) days' prior written notice of cancellation. The County is not liable for the payment of premiums or assessments on the policy. No cancellation provisions in the insurance policy shall be construed in derogation of the continuing duty of the Contractor to furnish insurance during the term of this Agreement.

9. INDEMNIFICATION

- A. <u>Professional Services</u>. When the law establishes a professional standard of care for Contractor's services, to the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless County and any and all of its Board members, officials, employees and agents from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent Contractor is responsible for such damages, liabilities, and costs on a comparative basis of fault between Contractor and the County in the performance of professional services under this Agreement. Contractor shall not be obligated to defend or indemnify the County for its own negligence or for the negligence of third parties.
- B. <u>All Other Services</u>. Other than in the performance of professional services, including agreements where professional services will be provided along with other types of services, and to the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless the County, and any and all of its Board members, officials, employees, and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses,

expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, any act, omission, fault or negligence, whether active or passive, by Contractor or by any individual or entity for which Contractor is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of Contractor.

- C. This indemnification specifically includes any claims that may be against the County by any taxing authority or third party asserting that an employer-employee relationship exists because of this Agreement.
- D. These indemnification obligations shall survive the termination of this Agreement as to any act, omission, fault, or negligence occurring during this Agreement or any extension of this Agreement. The County's rights to indemnification are in addition to and shall not limit any other rights or remedies the County may have under law or this Agreement.

10. INDEPENDENT CONTRACTOR

Contractor is an independent contractor and not an agent, officer, or employee of the County. This Agreement is by and between two (2) independent contractors and is not intended to, nor will it be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

11. COMPLIANCE WITH LAW

Contractor shall comply with all federal, state, and local laws and regulations applicable to its performance including, but limited to, Government Code section 8350 <u>et seq.</u> regarding a drug free workplace, all health and safety standards set forth by the State of California and County, and the California Public Records Act, Government Code section 7920.000 et seq.

12. CONFIDENTIALITY

Contractor shall not use County's confidential information ("Confidential Information") for any purpose other than performing under this Agreement, and Contractor shall prevent the unauthorized disclosure of Confidential Information. Upon receipt of third- party's request to disclose Confidential Information, Contractor shall promptly submit said request to County.

13. CONFLICT OF INTEREST

Contractor warrants that its board of directors, employees, officers, including the immediate families of each have no financial interest, direct or indirect, that conflicts with rendering services under this Agreement and will not acquire any such financial interest.

Contractor shall not employ, nor retain any such person during the term of this Agreement. Contractor is not relieved from personal responsibility under this Section 13 by their associates and employees rendering services. Contractor has an affirmative duty to and shall disclose the name(s) of any person(s) who have an actual, potential, or apparent conflict of interest.

14. NONDISCRIMINATION

In rendering services under this Agreement, Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, gender identity, gender expression, sexual orientation, military status, or any other protected basis.

Further, Contractor shall not discriminate against its employees, including, but not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

15. SUBCONTRACTORS

Services under this Agreement are personal services. Contractor shall not subcontract any work under this Agreement without the prior written consent of the County, subject to any required state or federal approval.

16. ASSIGNMENT

Contractor shall not assign this Agreement without first obtaining the written consent of the County, subject to any required state or federal approval. Assignment by Contractor of any monies due does not constitute an assignment of this Agreement.

17. UNFORESEEN CIRCUMSTANCES

Neither Party shall be responsible for any delay caused by natural disaster, epidemic, pandemic, war, civil disturbance, labor dispute, or other cause beyond the reasonable control of a Party, on the condition the affected Party notices the other Party in writing of the delay's cause within ten (10) calendar days of the date the delay began. Thereafter, the Parties shall meet and confer as to whether to amend, suspend, or terminate this Agreement.

18. OWNERSHIP OF DOCUMENTS

The County owns and is entitled to possess all computations, plans, correspondence, pertinent data, and information gathered by or computed by Contractor prior to this Agreement's termination or upon completion of the work under this Agreement. County's reuse of any such materials in a manner other than originally intended is at the County's

sole risk. Material prepared in connection with this Agreement is not subject to copyright in the United States of American, or in any foreign state.

19. NOTICE

The Parties shall give any notice necessary to the performance of this Agreement in writing, and delivered by personal delivery, fax, overnight carrier, e-mail with read receipt acknowledgment, or by prepaid first-class mail addressed as follows:

COUNTY Kyria Martinez, County Administrative Officer 1400 West Lacey Blvd., Building 1 Hanford, CA 93230

CONTRACTOR
Cooperative Personnel Services dba
CPS HR Consulting
2450 Del Paso Road, Suite 220
Sacramento, CA 95834

Notice given by: a) personal delivery is effective on the date of personal delivery; b) fax is effective on date of transmittal; c) overnight carrier is effective on the date of delivery; d) email is effective on the date of delivery, with a read receipt; e) first-class mail is effective five (5) days after the date of mailing, or the delivery date on the return receipt, whichever occurs first.

20. CHOICE OF LAW

The Parties executed and delivered this Agreement in Kings County, State of California. The laws of the State of California govern the validity, enforceability, and interpretation of this Agreement. Kings County is the appropriate venue for bringing any action in connection with this Agreement, whether in law or equity. Contractor waives any rights it may possess under Code of Civil Procedure Section 394 to transfer any action arising out of this Agreement to a neutral county, or alternate venue.

21. SEVERABILITY

If a court of competent jurisdiction finds any of the provisions of this Agreement unenforceable, the remaining provisions remain enforceable and the unenforceable provisions constitute an amendment to the limited extent required to permit enforcement of the Agreement as a whole.

22. SURVIVAL

The following sections of this Agreement survive its termination: a) Section 5, Records and Inspections; b) Section 8, Insurance; c) Section 9, Indemnification; and d) Section 12, Confidentiality.

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23. NO THIRD-PARTY BENEFICIARIES

Unless otherwise specifically stated in this Agreement, the County and Contractor are the only Parties to this Agreement and the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or will be construed to grant any right or benefit to a third party, directly, indirectly, or otherwise.

25. Entire Agreement; Contributions of Both Parties

This Agreement, including its Recitals and Exhibits, are fully incorporated into and are integral parts of this Agreement. This Agreement constitutes the entire agreement between the Parties. There are no inducements, promises, terms, conditions, or obligations made or entered into by the County or Contractor, other than those contained in this Agreement.

Each Party had an opportunity to review this Agreement, consult with legal counsel, and negotiate terms. Contractor waives the rule under Civil Code section 1654, that ambiguities in a contract should be construed against the drafter. Civil Code section 1654 has no application to the construction of the Agreement.

26. ELECTRONIC SIGNATURES; COUNTERPARTS

The Parties may execute this Agreement by electronic means. The electronic signatures affixed by the Parties respective signatories give rise to a valid, enforceable, and fully effective agreement.

The Parties may execute this Agreement in two (2) or more counterparts that together constitute one (1) Agreement.

27. AUTHORITY

Each signatory to this Agreement represents it is authorized to enter into this Agreement and bind the Party that its signature represents.

REMAINDER OF PAGE INTENTIONALLY BLANK SIGNATURES ARE ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties executed this Agreement the day and year first written above.

COUNTY OF KINGS	COOPERATIVE PERSONNEL SERVICES
By: Doug Verboon, Chairman Kings County Board of Supervisors	By: Melissa Asher Client Services Director
ATTEST	
By:Catherine Venturella, Clerk of the Board	-
RISK MANAGEMENT APPROVED AS TO INSURANCE By: 10/22/2024 Sarah Poots, Risk Manager	-
APPROVED AS TO FORM Diane Freeman, County Counsel	
By: 10/18/24 Carrissa Adams, Deputy County Counse	Ī

Exhibits/Attachments:

Exhibit A: Scope of Work Compensation/Fees Exhibit B:

Exhibit A

3.2.10 Proposed Scope of Work

Our Approach and Methodology
Our Understanding of the Scope of Work

Stage 1: Hogan Leadership Personality Assessments

The Hogan Leadership Personality Assessments offer in-depth insights into individual and team personality, behavior, and potential, utilizing valid and reliable personality measures that predict performance outcomes. It is comprised of three assessments: the Hogan Personality Inventory, the Hogan Development Survey, and the Motives, Values, Preferences Inventory.

Each individual assessments, which typically take about 45 minutes to complete online, evaluates an individual's strengths, stress behaviors, and values. There are not inherently good or bad profiles; instead, each profile is interpreted based on the specific role and organizational context. Understanding one's profile allows individuals to leverage their strengths, address areas for improvement, and enhance collaboration with those holding different values. Each assessment is accompanied by an Insight Report, which offers a detailed analysis of the results.

The Bright Side	 Measured by the Hogan Personality Inventory How we relate to others when we are at our best
The Dark Side	 Measured by the Hogan Development Survey Qualities that emerge in times of increased strain
The Inside	 Measured by the Motives, Values, Preferences Inventory The core goals that determine what we strive to attain

Additionally, a Team Report will be developed. The Team Report provides participants with crucial insights into the group's behaviors, strengths, weaknesses, and the culture they cultivate, facilitating the development of a customized strategy to improve effectiveness. Designed to offer a comprehensive, personality-based understanding of the team, the Hogan Team Report reveals how individual personalities and motivators can impact team performance relative to its character, business context, and objectives. It utilizes personality assessments to help teams identify and comprehend three key internal dynamics: strengths and weaknesses, potential areas of conflict, and shared culture and values. The report is organized into four key sections: Team Roles, Team Culture, Team Derailers, and Individual Scores.

TEAM ROLES: In teams, people play informal roles based on personality and values. There are five such roles: Results, Pragmatism, Innovation, Process, and Relationships. Some teams work best when members fill a few key roles; others work best when most roles are represented. If critical roles are unfilled, they may represent gaps for the team to manage.

TEAM CULTURE: The most effective teams include individuals with a range of expertise and skills, but some shared values that create a distinctive culture. Because values provide a foundation for team norms, culture, and goal alignment, shared values can facilitate team performance. This section highlights the team's shared values.

TEAM DERAILERS: All teams have issues that hinder their effectiveness. These issues rarely emerge in the initial stages of team formation. Instead, they appear later when the team is under pressure or when team members become more comfortable and monitor themselves less during interactions. This section highlights shared barriers to the team's success, particularly when they are under pressure to deliver.

INDIVIDUAL SCORES: The Individual Scores section provides summary graphics to illustrate how team members contribute to team roles, key derailers, and key drivers. This section is used to explore the roles team members are most likely to fulfill, which team members are most likely to display key derailers under pressure, and how each team member's key values align with shared team values.

After completing the assessments, each participant will schedule a 90-minute debrief session with the facilitator to review and discuss their Hogan assessment results. The purpose of these sessions is to:

- a. Help participants become familiar with the Hogan vocabulary and dimensions.
- b. Provide an opportunity to ask questions about individual results in a safe and private environment.

- c. Begin to set the stage for the team session and what will be discussed as well as the time to ask about comfort level around sharing results.
- d. Give the facilitator an idea of what collective themes should be addressed in the team session.
- e. Help the facilitator see how individual goals align with team goals.

The individual debrief sessions will shape the themes and topics for the on-site trainings. The consultant will also meet with key representatives from the County of Kings, who understand how team goals align with broader organizational objectives. This meeting will provide the facilitator with a comprehensive view of the leadership team from individual, department, and organizational perspectives.

Stage 2: Team Training

Training Day 1 will focus on analyzing the Hogan Team Report. The session will evaluate team dynamics based on Hogan assessment results, aiming to enhance understanding among team members and explore the impact of personality on team functioning. The Hogan Team Report will serve as the central framework for assessing the team's attributes and performance capabilities. The training will incorporate interactive exercises and discussions to identify strengths and strategies for effective teamwork. Training objectives include:

- Identify Team Strengths: Understand the synergistic strengths of the team.
- Recognize Challenges: Determine potential challenges and derailment factors, especially under stress.
- Assess Leadership Gaps: Evaluate any gaps in leadership potential and capability relative to the team's mission.
- Explore Team Values: Discuss the team's core values and reconcile any differences between perceived and assessed values.
- Apply Hogan Insights: Use Hogan results to develop strategies for improved interpersonal interactions and teamwork.
- Develop Action Plans: Based on Hogan insights, agree on development actions to enhance the team's ability to achieve current and future organizational goals.

Example: Training Day 1 Outline (6-hour format)

• Module 1: Introduction/Objectives 30 mins

- Module 2: Team Roles 90 mins
- Module 3: Team Derailers 45 mins
- Module 4: Team Culture 45 mins
- Module 5: Team Development Planning 90 mins
- Module 6: Individual Development Planning 60 mins

Training Day 2 will be scheduled approximately three weeks after Training Day 1. This session will concentrate on addressing specific topics and challenges identified in previous discussions and will review the action plans developed during Day 1. The structure of Training Day 2 will be tailored to reflect the unique results and discussions from the Team Report and Training Day 1.

Typical areas of focus based on past teams include:

Coaching Skills for Leaders	Motivating People for High Performance
Conducting Productive Meetings	Optimizing Time Management
Effective Delegation	Reassessing or Restructuring Organizational Roles
Enhancing Innovative Thinking	Strategic Decision Making
Improving Communication	Strengthening Team Collaboration

Stage 3: Coaching (Optional)

Quarterly Executive Leadership Meetings

CPS HR recommends conducting three quarterly on-site meetings over the course of one year, following Training Day 2. The meetings will be scheduled and coordinated to accommodate all participants, with attention given to logistical details such as venue and technology setup.

Each meeting will feature a pre-developed agenda centered on strategic issues and goals pertinent to the executive team, based on topics identified in prior sessions. The facilitator will lead the discussions, utilizing insights from the Hogan Leadership Personality Assessments and team agreements from Training Day 2 to guide the sessions.

The consultant will facilitate interactive discussions aimed at addressing key strategic topics and improving leadership effectiveness. Detailed minutes and actionable recommendations will be provided following each meeting.

Overview of One-on-One Coaching Service

Whether coaching is a limited-term (three months) or a longer-term engagement (six months or longer), we follow a process that begins with self-awareness and discovery, maps to desired competencies, and carries through to an individual development plan with goals and objectives that can be achieved during the coaching engagement and beyond.

Intake Session & Assessment

Coaching begins with an initial Intake Session of the participant to be coached. This in-depth interview is designed to solicit specific information about the individual, their team, and the culture of the organization. The result of the Hogan Leadership Personality Assessments will be used to inform the direction of the one-on-one coaching sessions.

Leadership Development Plan

Following the Intake Session, the leadership coach designs an overall approach and program of coaching strategies specific to the person being coached, called a Leadership Development Plan. If appropriate, this leadership plan is shared with the participant's superior for input and approval. Once consensus is reached, the plan serves as scaffolding for the overall course of the coaching, with the understanding that the direction can shift as the participant's needs, circumstances, or desires for additional skills change or expand.

Coaching Sessions

CPS HR Coaches will provide weekly or biweekly individual sessions (virtually) to participants for one hour on a regular schedule or on an as-needed basis. Our coaches have both coaching and organizational development backgrounds with extensive experience in addressing behavioral, emotional, and business issues.

Each coaching session will consist of development planning (i.e., setting goals, priorities, activities, and milestones), thought-provoking learning and self-discovery, tracking and gauging progress, sustaining momentum and renewing commitment, harvesting learning, and applying lessons back on the job. If desired a coach will accompany the participant to important meetings or other events to observe workplace behaviors and provide feedback.

Resources and Homework

The participant is afforded materials, references, recommended reading, and other resources and activities to enhance the coaching process. Emails and calls may occur between sessions where insights and ideas are shared, or actions reported. Job-embedded "homework" is assigned at each session to embed actions or recent learning into the workplace. These assignments are debriefed at subsequent sessions to internalize the learning and instill accountability in the process.

Confidentiality, Accountability, and Reporting

Within the coaching relationship lies the opportunity to guard confidentiality, to express concerns if the coaching process or relationship is not working, and to celebrate successes as they occur. Ideally, the interaction always refocuses the power to the coaching relationship as the forum from which professional development occurs.

High-level reporting that documents overall progress and level of satisfaction with the services will be provided on an ongoing monthly basis or as requested. While confidentiality will preclude discussions about specific conversations, outcome level progress on findings and interactions can be shared and discussed. The most powerful evidence of results will be exhibited in demonstrated behavioral change.

Training Approach

Our Partnership with You

CPS HR becomes a partner with our clients to develop effective solutions to meet desired outcomes. We design creative and relevant engagements for training, coaching, facilitation, or consulting services. We develop effective measures to track participant success in transferring learning and development opportunities into enhanced on-the-job performance. Our project management, practical, learner-centered approach, and quality control mechanisms set us apart and drive the success of our programs.

Strong Partnerships

- Strong knowledge base
- Collaborative engagement
- Targeted approach focused on outcomes
- Experienced instructors and consultants
- Up-to-date

Engaging Delivery

- Adult learning and development
- Incorporation of critical knowledge
- Straight-forward, interactive and participative manner
- Identify benefits
- Provide targeted supports

- -- -

Measurement of Results

- Transfer of learning and development
- Measurement tools at multiple levels
- Track a clear link between investments to on the job application
- Evaluation reports

Project Management

CPS HR's approach to any training and development project is built on developing a productive working relationship with our clients and ensuring our work product is based on adult learning principles, is designed to be experiential and facilitative, and is applicable back on the job.

We are concerned about making sure you receive the training that is needed. To ensure that, the Project Manager, Karen Evans, and point of contact, Jhessyka Vargas, will monitor the project in the following ways:

- Check-in with a County point of contact at intervals during the engagement
- Review the course evaluation scores and comments
- Debrief with the instructor/coaches on a regular basis

In the event that an instructor or coach is not successfully performing the required services, the Project Manager will engage in the following remediation activities:

- Engage in constructive feedback conversations with staff based on subpar evaluations, participant feedback, or point of contact/other stakeholder feedback
- Adjust curriculum, method, or assessment tool
- Remove a staff member from an assignment

When working with our clients on a training and development engagement, we manage the project from start to finish. Our Project Manager serves as the lead and primary point of contact

and will be responsible for regular and periodic communications, scheduling the courses or other development activities, overseeing the trainers/consultants/coaches, ensuring any needed adjustments are made, communicating any changes, and all reporting. Ms. Evans, in concert with other CPS HR staff, will provide immediate feedback to the County Project Manager regarding all customer requests for new or additional services or to lodge complaints.

Upon contract award, CPS HR will convene a stakeholder meeting to further define the County's expectations, discuss timelines and schedules, review curriculum, discuss any needed customization, and outline tasks and responsibilities.

Scheduling will be based on the County's need and coordinated by the Project Manager with a County point of contact. We can provide classes at the County's location in-person or as live, virtual instructor-led training. If in-person, the County will provide the venue with tables, chairs, and equipment such as an LCD projector, and a laptop. If virtual, CPS HR will utilize our delivery platform, Zoom or MS Teams, to deliver the training.

Prior to each event, our trainer will contact the County point of contact to confirm logistics and discuss any final details. CPS HR will brief our instructors prior to the delivery of any training on the County's location policies and procedures, including emergency procedures, non-competition agreements, ergonomics, paper conservation, evaluations, and sign-in rosters. **Course materials are all electronic.**

If in-person, on the day of the event, our trainer will arrive 30 minutes prior to the start time to setup. For a scheduled session, the instructor will incorporate appropriate breaks and adjust times to meet the needs of the audience. The CPS HR instructor shall provide the training for the entire time allocated for each class unless otherwise instructed by the County. The trainer is responsible for obtaining signatures on the roster and providing the original to the County. If virtual, the instructor will be online a minimum of 15 minutes in advance of the scheduled start time.

Upon course completion, the link for the online course evaluation will be sent to each participant. Electronic Certificates of Completion will be sent following verification of successful course completion. Participant comments are used to evaluate and improve any future class offerings.

Learner-Centric Training and Development

CPS HR's approach to learning and development is well-aligned to the County's training and development principles of:

- Clear Leadership Commitment
- Effective Content that is Well Designed
- Engaging Delivery
- Online Delivery

CPS HR's learning and development approach and philosophy is one of life-long learning focused

on the learner, supporting growth and development at every stage in their career – from first job through job transitions and promotions. Our methodology is grounded in adult and active learning principles and engages learners in practical, application-based curriculum that can be immediately applied back on the job – learn today, apply tomorrow.

Online, self-paced and live virtual training, mixed with instructor-led classroom training is a powerful blend of delivering learning experiences that are meaningful and impactful, and that make the best use of instructor expertise and technology.

We are committed to continuous improvement and actively use the formal and informal feedback from training classes and programs to adjust and improve delivery and content. Our mindset is to try new approaches and to test and pilot. If we ever deliver less than expected, we learn from those missteps and grow and improve.

Learning and Development Methodology

CPS HR's approach to learning and development is grounded in adult learning principles (Knowles, Holton and Swanson, 2015)¹ within a framework of active learning. Our instructors are skilled in the use of active learning using multiple and varied approaches to training to engage participants in the training course/program. Our courses are highly interactive and participatory, and de-emphasize lecture with a learner-centered approach utilizing:

- Case Studies and Scenarios
- Experiential learning
- Paired and small-group work
- Problem-based learning
- Dialogue, Debate, Small Group and Whole Group Discussion
- Check Your Knowledge guizzes and assessments, and more

We understand that adult learners need to be actively involved and engaged in their professional development. Our expert instructors promote dialogue, reflection, and application in their integrative approach leading engagement in the material and retention. They understand that to involve participants in the learning experience, learning must:

- 1. Be relevant to the experience and/or prior knowledge of the participant
- 2. Engage learners in exploration and discovery
- 3. Ask learners to actively apply and practice the content with a case study, simulation or other activity where they transfer and apply concepts, ideas, and content
- 4. Be learner-centered where participants are applying and transferring material to solving real-world, relevant situations

¹ Knowles, M. S., Holton, E.F., & Swanson, R. A. (2015). *The Adult Learner: The definitive classic in adult education and human resource development* (8th Ed). New York: Routledge.

In designing curriculum, CPS HR utilizes the ADDIE model of instructional design in conjunction with backwards design and incorporates varied curricular and instructional activities (Gardner, 1993; Gagne, 1985; Dunn, 2000; Kolb, 1984)² and presentation methods to accommodate learning styles and preferences and level of training.

Quality Control and Evaluation of Training

CPS HR's process to evaluate program success and effectiveness is modeled on Kirkpatrick's (2016)³ training evaluation model. CPS HR will develop an evaluation process in collaboration with the County to assess: (i) Reaction to the training; and (ii) Learning.

- 1. The first step includes immediate feedback after each training session. This will be accomplished through a survey at the end of each training session. The survey may ask participants about the instructor, the materials, how the training could be improved, etc. Our goal is 4.5 on a scale of 1-5 with 5 being the highest rating.
- 2. The second step includes transfer of learning. In this step, we want to assess changes in knowledge, skills and/or attitudes. The learning outcomes for the training course are the starting point for this evaluation step. One way this might be evaluated is through a preand post-assessment.

The County of Kings is fortunate to have in its backyard a training agency with full service consulting and training services for public sector clients. As our Course Catalog reveals, CPS HR offers training on all the topics for which you are requesting services, each of which can be customized to your on-site training requirements. You can view a copy of our current catalog using the following link: 2023-2024 CPS HR Training Catalog.

This distinctive combination of sound experience and availability of services provides a tremendous advantage to the County who can draw on a large and highly qualified cadre of certified trainers and consultants particularly adept at tailoring training topics to fit your needs. In addition to the executive coaches, trainers, and consultants available to you from our Northern California office, CPS HR partners nationally with other experts to draw upon to further customize your particular training or organizational development needs.

Offering services exclusively to public sector agencies, CPS HR has substantial experience working with cities and counties throughout California; the State of California, special districts, and other public service agencies. This gives us tremendous insight into the complexities and challenges

Gardner, H. (1993). Frames of mind: The theory of multiple intelligences. New York: Basic Books.

² Dunn, R. (2000). Learning styles: Theory, research, and practice. *National Forum of Applied Educational Research Journal*, 13 (1), 3-22. Gagne, R. (1985). The Conditions of Learning (4th Ed.). New York: Holt, Rinehart & Winston.

Kolb, D. A. (1984). Experiential Learning: Experience as the Source of Learning and Development (Vol. 1). Englewood Cliffs, NJ: Prentice-Hall

³ Kirkpatrick, J. D., and Kayser-Kirkpatrick, W. (2016). *Kirkpatrick's Four Levels of Training Evaluation*. Association for Talent Development.

inherent in County government operations that translates into relevant curriculum and instructional delivery.

Customized Training Development

Customized training will be developed in collaboration with you based on specific request(s) or identified needs or goals arising from initial stakeholder meetings.

Training Work Plan

Sample Work Plan and Schedule

CPS HR can deploy the Hogan Leadership Personality Assessments and schedule the 2-day training in as little as eight weeks upon a fully executed contract with the County. For a customized course or other development activity, 12 - 16 weeks is realistic depending on the amount of customization required.

Following, is a sample work plan illustrating how CPS HR will work with the County to design, develop, and deliver a training program or series of courses.

Task	Deliverable
Phase 1: Scheduling and Curriculum	
 Kick-off meeting with the County and CPS HR Define expectations, review desired courses, discuss goals and learning objectives, and discuss timeline and schedules Deploy the Hogan Assessments 	Proposed work planProvide virtual platformDeploy the assessments
2. Facilitator will review individual assessment reports and meet with participants	 Review reports Debrief sessions with each participant Email/phone communication
3. Facilitator will review Team Report	Review report
 4. Curriculum/Content Meetings (as needed) Set up meetings with stakeholders to gather additional information needed to tailor curriculum for the 2-day training Ensure courses meet the learning objectives, current, easy to navigate and use in the classroom 	Draft curriculum
5. Work with County to tentatively schedule the 2-day training sessions	Draft schedule
6. Any needed curriculum changes are completed	Finalized curriculum
Phase 2: Prepare for the Two-Day Training	
1. Schedule courses	Final course schedule
2. Electronic course materials are produced and made available to the	Quality course materials

Task	Deliverable
County for dissemination to participants	
3. Facilitator contacts County contact 5 to 7 days prior to the training day to confirm logistics and dissemination of course materials	E-mail/phone communication
4. Facilitator preparation	Prepared instructors
Phase 3: Deliver Program	
Deliver class sessions as scheduled	Successful delivery of class
Approved training roster is completed (if in-person); Virtual platform attendance record.	Completed roster
Phase 4: Class Completion Activities	
Disseminate Training Evaluation link or QR code to each student before the completion of the class	Completed end of course evaluations
2. Distribute Electronic Certificates of Completion (if requested)	Distributed certificates
3. Instructor to tidy room (if in-person)	Clean training room
Phase 5: Manage and Administer Program	
CPS HR project manager will engage in regular and periodic communications	Feedback sessionsReports if requested
	Up-to-date training materials

3.2.7 Timeframe For Completion

Services and Deliverables	Date	Duration	
Stage 1: Hogan Assessment			
Assessment Kick Off Meeting	Spring 2025	1 hour	
Deploy the Hogan Leadership Personality Assessments and follow up with users to complete the assessment	Spring 2025	3-4 weeks	
Assessment Debrief (one-on-one virtual sessions; 90 minutes each)	Spring 2025	4 weeks	
Stage 2: Team Training			
Training Day 1	Spring 2025	1 day	
Training Day 2	Spring 2025/	1 day	
	Summer 2025	(3-4 weeks after Training Day 1)	
Stage 3: Coaching (optional)			
Quarterly Meeting (3 sessions; 3-hours each)	Summer 2025 – Winter 2026	1-year commitment (recommended)	
		Half-day sessions	
One-on-One Coaching (1 hour each)	Summer 2025 – Winter 2026	3-month/6-month engagement (12 hours of coaching per person) (recommended)	

EXHIBIT B

3.2.9 Project Cost

Service	Quantity	Unit Cost	Total
Stage 1: Hogan Assessments			
Kick off Meeting (1 hour)	1 hour	No cost	No cost
Hogan Leadership Personality Assessments & Individual Report	22 assessments	\$160 per assessment and report	\$3,520.00
One-on-One Debrief Session (20 virtual sessions; 90 minutes each)	33 hours	\$325 per hour	\$10,725.00
Preparation for the Debrief and Discussion of the Assessment Report (2 hours per session)	44 hours	\$180 per hour	\$7,920.00
Stage 2: Team Training			
Hogan Team Report	1 Report	\$1,500 per report	\$1,500.00
Training Day 1 (On-site)	1 session	\$4,800 per session	\$4,800.00
Training Day 2 (On-site)	1 session	\$4,800 per session	\$4,800.00
Course Development	Up to 130 hours	\$180 per hour	\$23,400.00
Total (Stage 1 & Stage 2)		•	\$56,665.00
Stage3: Coaching (optional)			
Quarterly Meeting (3-hour; on-site)	3 sessions	\$3,000 per session	\$9,000.00
Pre-and-post preparation for the quarterly meeting (2 hours per meeting)	6 hours	\$180 per hour	\$1,080.00
One-on-One Coaching (1 hour each) (Virtually) (3-month engagement; weekly or biweekly meeting; 12 hours of coaching per leader)	12 one-hour sessions for 22 leaders (264 total hours)	\$325 per hour	\$85,800.00
Pre-and-post preparation (1 hour per one-on-one meeting)	Up to 264 hours	\$325 per hour	\$85,800.00

Price Guarantee

Pricing is valid for 60 days from the submittal deadline of August 6, 2024.

Mark-Up and Travel

CPS HR does not mark-up any supplies or materials. All supplies and materials are provided to our clients at cost. CPS HR does not charge separately for travel. Our course fees are based on a flat rate price that is inclusive of travel.