

## CONTRACT FOR PROFESSIONAL SERVICES

### Diversity Training Agreement Embassy Consulting Services

THIS AGREEMENT is executed this 17<sup>th</sup> day of August, 2015, by and between the CITY OF MONTEREY, a municipal corporation, hereinafter called "City", and Embassy Consulting Services, LLC, hereinafter called "Consultant".

#### IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. Scope. Consultant hereby agrees to provide to the City of Monterey, as the scope of services under this Agreement, the following services: Customized diversity and inclusion training workshops for all Monterey Police Department and Monterey Fire Department staff, as further described on the following attachments: City's Request for Proposal which outlines the scope of services and work under this contract (attached hereto as Exhibit "A"), and Consultant's Proposal (attached hereto as Exhibit "B"). Police and Fire staff workshops will be 8-hours in length and will accommodate approximately 24 individuals; as such, approximately 6 workshops will be required in order to accommodate all Police Department and Fire Department staff (the exact number of workshops and number of participants per workshop shall ultimately be at the City's discretion. In case of any conflicting terms it is the express intent of the parties hereto that the order of precedence and controlling language shall be as follows: No. 1 this Agreement; No. 2 City's Request for Proposal (Exhibit "A"); No. 3 Consultant's proposal (Exhibit "B").

2. Timely Work. Consultant shall perform all tasks in a timely fashion, as set forth more specifically in paragraph 3 below. Failure to so perform is hereby deemed a material breach of this Agreement, and City may terminate this Agreement with no further liability hereunder, or may agree in writing with Consultant to an extension of time.

3. Term. The work under this Agreement shall commence as of the date of execution of this agreement as set forth above, and shall be completed within one year unless City grants a written extension of time as forth in paragraph 2 above.

4. Compensation. City agrees to pay and Consultant agrees to accept as full and fair consideration for the performance of this Agreement, a fee of Two Thousand Five Hundred Dollars (\$2,500) per 8-hour diversity and inclusion workshop designed for the Monterey Police Department and Monterey Fire Department staff, as set forth in Consultant's Proposal (Exhibit "B"), in a total not-to-exceed contract amount of Twenty Seven Thousand Five Hundred Dollars (\$27,500). Actual travel-related expenses as set forth in Exhibit "B" may be charged by Consultant, however, all such travel-related expenses must be approved in advance by City. Compensation under this Agreement shall become due and payable 30 days after City's approval of Consultant's submission of monthly written invoices to the City. Written invoices shall clearly show the account number and project title and shall include a copy of any timesheets or invoices from sub-consultants. The payment of any compensation to Consultant hereunder shall be contingent upon performance of the terms and conditions of this Agreement to the satisfaction of the City. If City determines that the work set forth in the written invoice has not been performed in accordance with the terms of this Agreement, City shall not be responsible for payment until such time as the work has been satisfactorily performed.

5. Additional Services. In the event that City should request additional services not covered by the terms of this Agreement, said services will be provided by Consultant and paid

for by City only after a fee for said services has been agreed upon between Consultant and City project manager and the project manager provides written authorization for the additional work.

6. Schedule for Performing Services. For the project subject to this Agreement, Consultant shall perform the services in accordance with the following phases and/or milestone dates:

- Schedule to be determined upon mutual agreement between Consultant and City.

7. Staffing Plan. Consultant shall provide City with the names of the key professional personnel assigned to perform the services under this Agreement as well as a general description of the services they will be assigned to perform. The plan shall also identify the names and contact information of Consultant's representative(s) authorized to act on their behalf with respect to this Agreement.

8. Meet and Confer. Consultant agrees to meet and confer with City or its agents or employees with regard to services as set forth herein as may be required by City to insure timely and adequate performance of this Agreement.

9. Indemnification. Consultant hereby agrees to the following indemnification clause:

To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.6), Consultant shall defend (with legal counsel reasonably acceptable to the City of Monterey), indemnify and hold harmless the City of Monterey and its officers, designated agents, departments, officials, representatives and employees (collectively "Indemnitees") from and against claims, loss, cost, damage, injury expense and liability (including incidental and consequential damages, court costs, reasonable attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) to the extent they arise out of, pertain to, or relate to, the negligence, recklessness, or willful misconduct of Consultant, any Subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify any Indemnitee shall not apply to the extent that such Liabilities are caused in part by the negligence, or willful misconduct of such Indemnitee.

Notwithstanding the provisions of the above paragraph, Consultant agrees to indemnify and hold harmless the City from and against any and all claims, demands, defense costs, liability, expense, or damages arising out of or in connection with damage to or loss of any property belonging to Consultant or Consultant's employees, contractors, representatives, patrons, guests or invitees.

Consultant further agrees to indemnify City for damage to or loss of City of Monterey property to the proportionate extent they arise out of Consultant's negligent performance of the work associated with this agreement or to the proportionate extent they arise out of any negligent act or omission of Consultant or any of Consultant's employees, agents, contractors, representatives, patrons, guests or invitees; excepting such damage or loss arising out of the negligence of the City.

11. Insurance. Consultant shall submit and maintain in full force all insurance as described herein. Without altering or limiting Consultant's duty to indemnify, Consultant shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial general liability insurance including but not limited to premises, personal injuries, bodily injuries, products, and completed operations, with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

Professional Liability Insurance. Consultant shall maintain in effect throughout the term of this Agreement professional liability insurance with limits of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate. Consultant will either maintain or cause to be maintained professional liability coverage in full force or obtain extended reporting (tail) coverage (with the same liability limits) for at least three years following City's acceptance of the work.

Commercial automobile liability insurance covering all automobiles, including owned, leased, non-owned, and hired automobiles, used in providing services under this Agreement, with a combined single limit of not less than \$1,000,000 per occurrence.

Workers' Compensation Insurance. If Consultant employs others in the performance of this Agreement, Consultant shall maintain workers' compensation insurance in accordance with California Labor Code section 3700 and with a minimum of \$1,000,000 per occurrence for employer's liability.

#### Other Insurance Requirements

- A. All insurance required under this Agreement must be written by an insurance company either:
- admitted to do business in California with a current A.M. Best rating of no less than A:VI;
  - or
  - an insurance company with a current A.M. Best rating of no less than A:VII.

Exception may be made for the State Compensation Insurance Fund when not specifically rated.

- B. Each insurance policy required by this agreement shall be endorsed to state that City of Monterey shall be given notice in writing at least thirty days in advance of any cancellation thereof, except 10-day notice for nonpayment of the premium.
- C. The general liability and auto policies shall:
- Provide an endorsement naming the City of Monterey, its officers, officials, and employees as additional insureds under an ISO CG 20 10 07 04 or ISO 20 37 07 04 or their equivalent.
  - Provide that such insurance is primary and non-contributing insurance to any insurance or self-insurance maintained by the City.
  - Contain a "Separation of Insureds" provision substantially equivalent to that used in the ISO form CG 00 01 10 01 or their equivalent.
  - Provide for a waiver of any subrogation rights against the City via an ISO CG 24 01 10 93 or its equivalent.

- D. Prior to the start of work under this Agreement, Consultant shall file certificates of insurance and endorsements evidencing the coverage required by this agreement with the City of Monterey Risk Management Office. Consultant shall file a new or amended certificate of insurance promptly after any change is made in any insurance policy which would alter the information on the certificate then on file.
- E. Neither the insurance requirements hereunder, nor acceptance or approval of Consultant's insurance, nor whether any claims are covered under any insurance, shall in any way modify or change Consultant's obligations under the indemnification clause in this Agreement, which shall continue in full force and effect. Notwithstanding the insurance requirements contained herein, Consultant is financially liable for its indemnity obligations under this Agreement.
- F. Any deductibles or self-insured retentions must be declared to and approved by the City of Monterey. At the option of the City of Monterey, either: the insured shall reduce or eliminate such deductibles or self-insured retentions as respects the City of Monterey, its officers, officials, employees and volunteers; or Consultant shall provide a financial guarantee satisfactory to the City of Monterey guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

12. Ownership of Work and Copyrights. Upon completion of the work under this Agreement, ownership, title and copyrights to all materials and deliverables produced as part of this Agreement will automatically be vested in the City and no further agreement will be necessary to transfer ownership to City.

13. Licensing – Standard of Care. Consultant represents as follows: that it is experienced in the professional services and a specialist in the work performed under this Agreement; is duly organized, existing and in good standing under applicable state law; and is properly licensed and/or certified to perform the work specified under this Agreement, including but not limited to possession of a current City business license, and will only employ persons and subconsultants with all required licenses and certifications.

14. Substitution of Consultant Personnel. The key personnel of Consultant or any subconsultants listed in Consultant's proposal and assigned to perform the work under this Agreement may not be substituted with or replaced by other personnel or subconsultants without the advance written consent of City.

15. Non-Discrimination. No discrimination shall be made by Consultant or any subconsultant in the hiring and employment of persons for the work under this Agreement or any other City project because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of any person. Every person in violation of this section is subject to the penalties in accordance with the provisions of Section 1735 of the Labor Code.

16. Termination. City may terminate this Agreement upon ten days' written notice. The amount of damages, if any, as a result of such termination may be decided by negotiations between the parties or before a court of competent jurisdiction.

17. Agency. In performing the services specified under this Agreement, Consultant is hereby deemed to be an independent Consultant and not an agent or employee of City.

18. Entire Agreement. This Agreement constitutes the entire Agreement between the parties hereto and supersedes any and all prior agreements, whether oral or written, relating to the subject matter thereof. Any modification of this Agreement will be effective only if it is in writing signed by both parties hereto.

19. Validity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force without being impaired or invalidated in any way.

20. Assignment of Interest. The duties under this Agreement shall not be assignable, delegable, or transferable without the prior written consent of City. Any such purported assignment, delegation, or transfer shall constitute a material breach of this Agreement upon which City may terminate this Agreement and be entitled to damages.

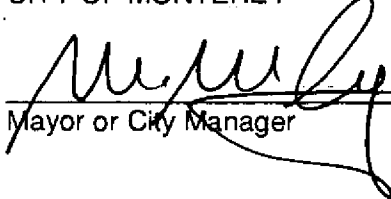
21. Conflict of Interest. Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement. Consultant is required to file a Form 700 in compliance with the City's Conflict of Interest Code (Resolution No. 12-173 C.S. and any amendment thereof) unless a written determination by the City Manager is made modifying or eliminating said requirement, or unless otherwise exempted by law.

22. Counterparts. This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

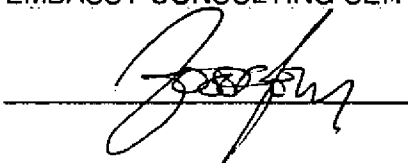
23. Laws. Consultant agrees that in the performance of this Agreement it will reasonably comply with all applicable State, Federal and local laws and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the City of Monterey.

IN WITNESS WHEREOF, this Agreement is entered into by the parties hereto on the day and year first above written in Monterey, California.

CITY OF MONTEREY

  
\_\_\_\_\_  
Mayor or City Manager

EMBASSY CONSULTING SERVICES

  
\_\_\_\_\_

LIST OF EXHIBITS:

Exhibit "A" – City's Request for Proposals

Exhibit "B" – Consultant's Proposal



City Attorney's Office ■ 512 Pierce Street ■ Monterey, CA 93940

## Notice Requesting Proposals for **EMPLOYEE DIVERSITY TRAINING SERVICES**

Monterey Police Department and  
City of Monterey Managers, Supervisors and Designated Staff

The City of Monterey is seeking proposals from consultants specializing in diversity training and coalition building programs to provide on-site training workshops to Monterey Police Department officers and administrators, and to other City managers, supervisors and designated staff. Consultants shall be experienced in providing leadership training skills focusing on prejudice reduction, promotion of diversity in the workplace, inclusiveness, violence prevention, conflict resolution, and coalition building. Workshop and training programs must include racial, ethnic, socio-economic class, disability, gender and sexual orientation diversity training, aimed at eliminating bias and building inclusive environments both in the workplace and in the community.

### I. CITY OF MONTEREY – BACKGROUND and DEMOGRAPHICS

The City of Monterey was incorporated in 1850 and has a current estimated population of 28,294. The City occupies a land area of 8.67 square miles. The City operates under the council-manager form of government. Policy-making and legislative authority are vested in a City Council consisting of the mayor and four councilmembers.

The City provides a broad range of services, including police and fire protection; sewer and storm water collection; construction and maintenance of streets, roads and infrastructure; planning and zoning; parks and recreation; general administrative and support services as well as parking structures, a marina, two wharves and other related visitor-oriented facilities.

According to the most recent census data, the racial demographic of the residents of the City of Monterey is as follows:

- |   |       |
|---|-------|
| • White alone:                              | 71.1% |
| • Hispanic or Latino                        | 13.7% |
| • Black or African American alone:          | 2.8%  |
| • American Indian or Alaskan Native alone:  | 0.5%  |
| • Asian alone:                              | 7.9%  |
| • Hawaiian or other Pacific Islander alone: | 0.3%  |
| • Two or more races                         | 5.1%  |

It should be noted that some neighboring cities have a significantly larger percentage of racial minorities, including the City of Salinas with a 75% Hispanic/Latino population, and the City of Seaside with a 43.4% Hispanic/Latino and 8.4% Black/African American population.

## II. SCOPE OF SERVICES

The City of Monterey wishes to increase staff awareness and knowledge of both the practical as well as the legal aspects of workplace and community diversity, and to provide training in a workshop setting to help its employees to learn effective methods of recognizing bias, resolving conflicts arising from bias, fostering healthy inter-group relations, and welcoming diversity.

The City recognizes that the standards of diversity and bias training may differ in focus between the training recommended for peace officers, who are out in the field interacting with the community and are more likely to encounter confrontational or hostile situations, and the training recommended for other public agency managers, supervisors and staff. As such, the City is seeking separate proposals for these two distinct employee groups as follows:

- Monterey Police Department – Targeted diversity training to be provided to all police officers and police department administrators (approximately 70 employees). Consultants specializing in police department and other law enforcement agency diversity training and coalition building programs shall provide on-site training workshops to Monterey Police Department officers and administrators, focusing on prejudice reduction, promotion of diversity in the workplace (including attracting and maintaining minority talent), violence prevention, conflict resolution, and collaboration/coalition building within the community. The police workshop and training program created by Consultant shall include racial, ethnic, socio-economic class, disability, gender and sexual orientation diversity training, aimed at eliminating bias and building inclusive environments to promote and maintain diversity both in the workforce and in the community.
- Other City of Monterey Departmental Managers and Supervisory Staff – Diversity and sensitivity training to be provided to all City of Monterey managers and staff with supervisory responsibilities (approximately 150 employees), plus an option to provide additional training to all other City non-supervisory staff (an additional 250 employees), should the City decide to offer this training to all City employees. This training and workshop program shall also include racial, ethnic, socio-economic class, disability, gender and sexual orientation diversity training, aimed at eliminating bias and improving interactions and communication between co-workers, between supervisors and employees, and by City employees while providing City programs and services to an increasingly diverse public.

Training dates shall be determined during the negotiation phase of the consultant selection process.

## III. PROPOSAL CONTENT

Interested parties may provide proposals for training programs for either or both of the two employee groups (1. Police and 2. Other City Managers, Supervisors and Staff) described above. Firms wishing to provide training and workshop program services to both groups shall submit separate proposals for each. City will evaluate proposals for each of the two employee groups separately and may award contracts to different firms or the same firm, depending upon the qualifications and training programs submitted by the proposers. Proposals shall include the following:

- A statement of Consultant's recommended approach to diversity training as it applies to the particular targeted employee group.
- A detailed consulting/training plan, outline of topics to be covered, interactive exercises for participants in order to maximize learning, recommended length of training, description of any written materials that will be provided to participants, and any additional information, content or training techniques recommended by Consultant in order to provide the most effective, impactful, and positive training possible.

- Name(s) and resume(s) of trainers, including recommendations as to the most effective instructor/student ratio (while keeping in mind City budgetary constraints).
- Inclusiveness and diversity training expertise, including specific examples of training provided to other governmental agencies similar to the City of Monterey and the Monterey Police Department.
- A list of past clients and references, focusing on governmental agencies, with names and contact numbers.
- Budget and fee proposal, including an estimate of the number of hours recommended for each training session and workshop, number of trainers, including either hourly or per-session costs. Estimated expenses, including travel and accommodation expenses, should be included in each proposal.

**Applicants must clearly demonstrate the following:**

- At least 5 years experience in the field of inclusiveness and diversity training.
- Proven knowledge of, and successful implementation of, inclusiveness and diversity training workshops and sessions.
- Thorough understanding of issues of inclusiveness and diversity training programs based on proven research and a track record of effectiveness.
- Strong communication skills, including the ability to communicate effectively with and engage trainees in discussion of difficult topics related to bias, prejudice and discrimination in a creative, positive and upbeat fashion.

#### **IV. PROPOSAL DEADLINE**

Please submit your proposals by **4:00 pm on Thursday, April 30, 2015** to:

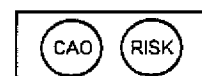
Lane Hayes, Paralegal  
Monterey City Attorney's Office  
512 Pierce Street  
Monterey, CA 93940

Questions regarding this Request for Proposals may be submitted by email to [hayes@monterey.org](mailto:hayes@monterey.org)

#### **V. EVALUATION AND SELECTION PROCESS.**

The City will conduct a review and evaluation of all proposals and may invite proposers to participate in a telephone interview. Selection shall be based on firm qualifications, experience and responsiveness. The City reserves the right to reject any and all submittals and to waive minor inconsistencies. The cost of preparing responses to this Request for Proposals shall be borne by the respondents and will not be reimbursed by the City of Monterey.

Please review the attached standard form of professional services agreement for all contractual requirements including insurance and indemnification. Proposers should consider the cost of carrying the insurance required by the attached agreement. Any exceptions or requested modifications to the form of agreement must be included with the proposal.





**SAMPLE - CONTRACT FOR PROFESSIONAL SERVICES**  
**[Name of the Contract] Agreement**

**THIS AGREEMENT** is executed this \_\_\_\_ day of \_\_\_\_\_, 201\_, by and between the CITY OF MONTEREY, a municipal corporation, hereinafter called "City", and [Name of Consultant], hereinafter called "Consultant".

**IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:**

1. Scope. Consultant hereby agrees to provide to the City of Monterey, as the scope of services under this Agreement, the following services: [General description of the scope of work], as further described on the following attachments: City's Request for Proposal which outlines the scope of services and work under this contract (attached hereto as Exhibit "A"), and the approved Consultant's Proposal dated [insert date] (attached hereto as Exhibit "B"). In case of any conflicting terms it is the express intent of the parties hereto that the order of precedence and controlling language shall be as follows: No. 1 this Agreement; No. 2 City's Request for Proposal (Exhibit "A"); No. 3 Consultant's proposal (Exhibit "B") [add additional items if applicable, No. 4 – X, insert Exhibits sequentially in the order controlling terms should apply.].

2. Timely Work. Consultant shall perform all tasks in a timely fashion, as set forth more specifically in paragraph 3 below. Failure to so perform is hereby deemed a material breach of this Agreement, and City may terminate this Agreement with no further liability hereunder, or may agree in writing with Consultant to an extension of time.

3. Term. The work under this Agreement shall commence [Start date of contract] and shall be completed by [End date of contract] unless City grants a written extension of time as forth in paragraph 2 above.

4. Compensation. City agrees to pay and Consultant agrees to accept as full and fair consideration for the performance of this Agreement, an hourly fee as set forth in Consultant's Proposal (Exhibit B), in a total amount not to exceed \_\_\_\_\_ Thousand Dollars (\$\_\_\_\_\_.00). Compensation under this Agreement shall become due and payable 30 days after City's approval of Consultant's submission of [a written invoice] or [monthly written invoices] to the \_\_\_\_\_ (name/title of City representative). Written invoices shall clearly show the account numbers for each project and shall include a copy of timesheets or invoices from sub-consultants. The payment of any compensation to Consultant hereunder shall be contingent upon performance of the terms and conditions of this Agreement to the satisfaction of the City. If City determines that the work set forth in the written invoice has not been performed in accordance with the terms of this Agreement, City shall not be responsible for payment until such time as the work has been satisfactorily performed.

5. Additional Services. In the event that City should request additional services not covered by the terms of this Agreement, said services will be provided by Consultant and paid for by City only after a fee for said services has been agreed upon between Consultant and City project manager and the project manager provides written authorization for the additional work.

6. Schedule for Performing Services. For the project subject to this Agreement, Consultant shall perform the services in accordance with the following phases and/or milestone dates:

*[List phases and/or milestone dates or attach Design Schedule as Exhibit "C" to this Agreement to include: specific milestones, funding, design, design review, construction and other deadlines]*

7. Staffing Plan. Consultant shall provide City with the names of the key professional personnel assigned to perform the services under this Agreement as well as a general description of the services they will be assigned to perform in Exhibit "D" *Consultant's Staffing Plan*. The plan shall

also identify the names and contact information of Consultant's representative(s) authorized to act on their behalf with respect to this Agreement.

8. Subconsultant Plan. If Consultant intends to utilize the services of any subconsultants to perform the services under this Agreement, the names of those subconsultants and a general description of the services they will be assigned to perform shall be attached hereto as Exhibit "E" *Subconsultant Plan*.

9. Meet and Confer. Consultant agrees to meet and confer with City or its agents or employees with regard to services as set forth herein as may be required by City to insure timely and adequate performance of this Agreement.

10. Indemnification. Consultant hereby agrees to the following indemnification clause:

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Exception may be made for the State Compensation Insurance Fund when not specifically rated.

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19. Validity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force without being impaired or invalidated in any way.

20. Assignment of Interest. The duties under this Agreement shall not be assignable, delegable, or transferable without the prior written consent of City. Any such purported assignment, delegation, or transfer shall constitute a material breach of this Agreement upon which City may terminate this Agreement and be entitled to damages.

21. Conflict of Interest. Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement. Consultant is required to file a Form 700 in compliance with the City's Conflict of Interest Code (Resolution No. 12-173 C.S. and any amendment thereof) unless a written determination by the City Manager is made modifying or eliminating said requirement, or unless otherwise exempted by law.

22. Counterparts. This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

23. Laws. Consultant agrees that in the performance of this Agreement it will reasonably comply with all applicable State, Federal and local laws and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the City of Monterey.

IN WITNESS WHEREOF, this Agreement is entered into by the parties hereto on the day and year first above written in Monterey, California.

CITY OF MONTEREY

\_\_\_\_\_  
Mayor or City Manager

CONSULTANT

  
\_\_\_\_\_  
Consultant Name



## **Proposal for Employee Diversity Training Services Monterey Police Department**

### **1. APPROACH:**

Embassy Consulting Services, LLC has a proven track record for designing and delivering quality workplace human relations/diversity training programs. Embassy has worked with many city and government agencies, police departments and organizations, helping them "Build and Maintain Safe, Respectful and Inclusive Communities"

The value of their training begins with skilled and passionate facilitators who design the program to meet the specific needs of the client and their employees. Embassy's training model is hands-on and incorporates experiential learning. Embassy's philosophy is to create a safe learning environment that encourages participants to share their experiences. This approach opens lines of communication, builds relationships and establishes trust amongst the employees.

Embassy recommends that all trainings have no more than twenty-four participants and that the venue allow for a "U shape or horseshoe seating configuration. This creates the most conducive environment for facilitation and learning.

### **2. TRAINING PLAN:**

Embassy is recommending two approaches to providing training to the Monterey Police Department.

#### **APPROACH ONE: EIGHT-HOUR TRAINING:**

Embassy will design and facilitate an interactive, engaging eight-hour training program titled "**Building and Maintaining a Safe, Respectful and Inclusive Community**". This program would include a variety of interactive small and large group exercises. Based on what was included in the Request for Proposal, this police program can be designed to include the below listed components, however, we would recommend having further discussions with qualified personnel from the City and Police Department, before designing the final program.

## PROPOSED COMPONENTS OF A POLICE TRAINING PROGRAM

(A detailed timed agenda would be provided for review/approval, after contract agreement)

### **Effective Communication:**

Participants will explore communication, the model of communication and communication principles. They will also define what respectful and effective communication looks like. These guidelines will also establish a safe environment that will be needed to ensure participants feel safe taking risks and sharing personal experiences during the training. The Guidelines are:

- "I" Statements
- Active Listening
- Patience
- Honesty
- Risk Taking
- Cultural Sensitivity and Understanding
- Personal Responsibility
- Confidentiality

The last guideline is "**RESPECT**". Participants will spend specific time defining respect and hearing from one another about what respectful communication and respectful behavior look like while policing in the community

### **Conflict Resolution:**

Participants will explore the dynamics of conflict and learn effective conflict resolution strategies.

### **Human Relations Terms:**

Participants will explore the dynamics surrounding **stereotype, prejudice, discrimination and oppression** and how these can impact their relationships with one another and the community they serve. Role play exercise included in this piece as well as viewing and debriefing a video titled *The Lunch Date*.

### **Culture:**

Participants will share personal experiences with each other as they explore **culture, acculturation, assimilation and the various elements of culture**. They will also have dialogue around "police culture" and how it can impact their relations with the community they serve.

### **Forms of Oppression (Ism's):**

Participants will explore their social identity and the role they play in the notion of privilege. They will share personal experiences around the various forms of oppression that exist. This exercise is designed to have participants recognize the challenges that people from the below listed groups, may experience. The exercise allows them to develop **compassion and empathy** for others in their community who may be part of an oppressed group. The Ism's explored include:

- Ableism
- Ageism
- Classism
- Heterosexism
- Racism
- Religious Oppression
- Sexism

### **Team Building:**

Participants will engage in team building initiatives that highlight the components of the training. These activities also emphasize **character, communication, collaboration, cooperation, courage, and commitment**. Participants will discuss the concept of teamwork and peer to peer accountability, in order to create a highly effective team.

### **Personal Inventory:**

Participants will have an opportunity to take a personal and professional inventory and discuss areas for growth. They will also discuss how they can add value to their stakeholders; their team, department, community members and the City of Monterey.

### **Personal Commitment:**

Participants will make a personal commitment to "Building and Maintaining a Safe, Respectful and Inclusive Community". They will identify:

- One thing I am committed to do to create and maintain a safe, respectful and inclusive workplace is...
- The way in which I will accomplish this goal is by ...
- I will contribute to the City of Monterey Police Department Team by...
- The way in which I will accomplish this goal is by ...

### **Closure/Evaluation:**

Participants will review and reflect on the training process and components and share their "lessons learned" and a personal commitment to **Build and Maintain a Safe Respectful and Inclusive Community**. Participants will anonymously complete a program evaluation and the results will be shared with the client during the debriefing meeting.



## **APPROACH TWO: SIXTEEN-HOUR TRAINING:**

Embassy will design and facilitate the above outlined eight-hour training program to the employees of the Monterey Police Department. However, Embassy strongly recommends a second, eight-hour day titled "Police-Community Team Building Forum".

In keeping with the theme of day one's training, "**Building and Maintaining a Safe, Respectful and Inclusive Community**", Embassy recommends bringing together the same "day one" police department employees and a diverse group of community members to have a day- long forum. By bringing the community and police together, in a safe environment, facilitators can begin to facilitate productive dialogue. Both groups will brainstorm, in separate rooms, perceptions, expectations and questions they have for one another.

This day long process includes "breaking bread" together, by eating lunch on site. After lunch, both groups come together and in a "wagon wheel format", begin to explore the lists they created. Facilitators help both groups break down stereotypes and create a blueprint or action plan for what is needed in order to improve police community relations.

## **3. BUDGET and FEE PROPOSAL:**

Embassy Consulting Services, LLC would be honored to establish a partnership with the City of Monterey and believe they will be "a great fit" for working with both police department and city employees.

The proposed cost for an eight-hour training program is \$2,500 per class. This price includes: two trained facilitators, program design and delivery, comprehensive course evaluation and a debrief with appropriate personnel following the training. The debrief will include providing valuable information "gleaned" from the classes and recommendations to sustain the efforts.

Additional costs include travel, lodging and meals. It is recommended that multiple classes are scheduled during a one week period in order to reduce these costs. Due to fluctuating prices, the **projected** costs are:

- Roundtrip Airfare from Los Angeles to San Jose: \$150 per facilitator
- Rental Car: \$30 per day
- Hotel/Lodging: \$125 per day per facilitator
- Meals: \$50 per day per facilitator

## **FACILITATORS:**

### **Josef Levy, President, Embassy Consulting Services, LLC and retired Commander, Long Beach Police Department**

Josef has over three decades of experience designing and delivering quality training programs, specializing in diversity and human relations training. In the 1990's, he was charged with helping to change the culture in the Long Beach Police Department and asked to design and deliver a comprehensive three day cultural diversity program for the entire organization (over 1,200 employees).

The Peace Officer Standards and Training (POST) referred to this program as "The Cadillac of diversity training programs in the State". He has trained thousands of law enforcement professionals throughout the country on a variety of human relations topics such as cultural diversity, human relations, leadership, hate crimes, ethics and racial profiling.

### **Lysa Gamboa-Levy, Co-President, Embassy Consulting Services, LLC**

Lysa has twenty-five years of experience designing and delivering a wide range of quality youth and adult programs. She is a former program director for a national human relations organization. She has facilitated countless leadership and human relations programs and was the lead civilian facilitator for the Long Beach Police Department's Cultural Diversity Training Program.

### **Steven Landers, Consultant, Embassy Consulting Services, LLC and current Sergeant with the Los Angeles Sheriff's Department**

Steven has over thirty years of law experience and has been facilitating training programs since he served in the US Marines. He is a skilled and passionate facilitator who has decades of experience delivering human relations and cultural diversity programs. Steven is one of POST's exclusive Racial Profiling Train the Trainer Instructors and has expertise in workplace harassment, inclusiveness and equity issues.

## REFERENCES:

**Becky Yee, Manager,**  
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**Training Program: Human Relations,  
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**Training Program: Human Relations,  
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**Training Program: Human Relations,  
Bias Based Police, Specialized  
Training**

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**Training Program: Human Relations,  
Diversity Training, Specialized Training**

