**Award Standard Purchasing Resolution 8: Best Value Award - Retreat Facilitator**
***(Introduced by: Robert J. Bruner, Assistant City Manager)***

Resolution #2021-08-130

Moved by Erickson Gault
Seconded by Hodorek

RESOLVED, That Troy City Council hereby **AWARDS** a contract to provide Retreat Facilitation Services to *The Leadership Group LLC of Walled Lake, MI,* as detailed in the attached proposal response and bid tabulation for a not to exceed amount of $20,250; a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

BE IT FURTHER RESOLVED, That the award is **CONTINGENT** upon contractor's submission of properly executed proposal and contract documents, including insurance certificates and all other specified requirements.

BE IT FINALLY RESOLVED, That the Troy City Council hereby **AUTHORIZES** the Mayor and City Clerk to **EXECUTE** the Agreement; a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

Yes: All-7
No: None

**MOTION CARRIED**

# PURCHASE ORDER

**No.** 2022-00000545
**DATE:** 10/21/2021
**PAGE:** 1 of 1
**FOB DESTINATION**

**Ship To**
CITY OF TROY
City Manager
500 W BIG BEAVER RD
TROY, MI 48084

**Bill To**
CITY OF TROY
City Manager
500 W BIG BEAVER RD
TROY, MI 48084

**COUNCIL RESOLUTION**
2021-08 -I-10

**VENDOR NO.** 176282

**Vendor**
THE LEADERSHIP GROUP LLC
14225 SOUTHGATE DRIVE
STERLING HEIGHTS, MI 48313

| QUANTITY | UNIT | DESCRIPTION | UNIT COST | TOTAL COST |
|---|---|---|---|---|
| 1 | Each | 2021 Strategic Planning Consultant Services | 5,062.5000 | $5,062.50 |
| | | Entered By: Andrew Chambliss | | $5,062.50 |

Special Instructions:

Council Award Date: 8/30/2021 Award Standard Purchasing Resolution 8 – Best Value Award – Retreat Facilitator Invoice 21045 Dated: 9/20/21

TERMS & CONDITIONS

1. Purchases of Municipalities are exempt from State Sales and Federal Excise Taxes.
2. Prior to acceptance, vendor agrees to provide City with information under the Right-to-Know Law, P.A. 1986, No. 80, and fully comply with all terms and conditions of the Michigan Occupational Safety and Health Act, MCL 408.1001, et seq. including vendor shall provide City with an "MSDS". Vendor also agrees to be responsible for all required labeling.
3. In cases of emergency/disaster, the City can purchase up to six(6) times the order amount for a period of six(6) months at the price contained in the contract.
4. Purchase Orders are signed electronically based upon computer generated "on-line" authorized approvals. Authentic signatures are on file in the City of Troy Purchasing Department.

NOTICE: The City could put the vendor on notice that vendors will be held financially responsible for any claims or awards made against the City as a result of the vendor's action. If the City has to defend the initial lawsuit, the City will bring in the vendor as a co-defendant or sue the vendor, either as the result of settling a claim or the conclusion of the lawsuit.

I HEREBY CERTIFY THAT THIS ORDER IS PROPERLY AUTHORIZED AND APPROVED. Andrew K. Chambliss

Opening Date - 07/29/2021
Date Reviewed - 07/29/2021

CITY OF TROY
TABULATION
RETREAT FACILITATOR SERVICES

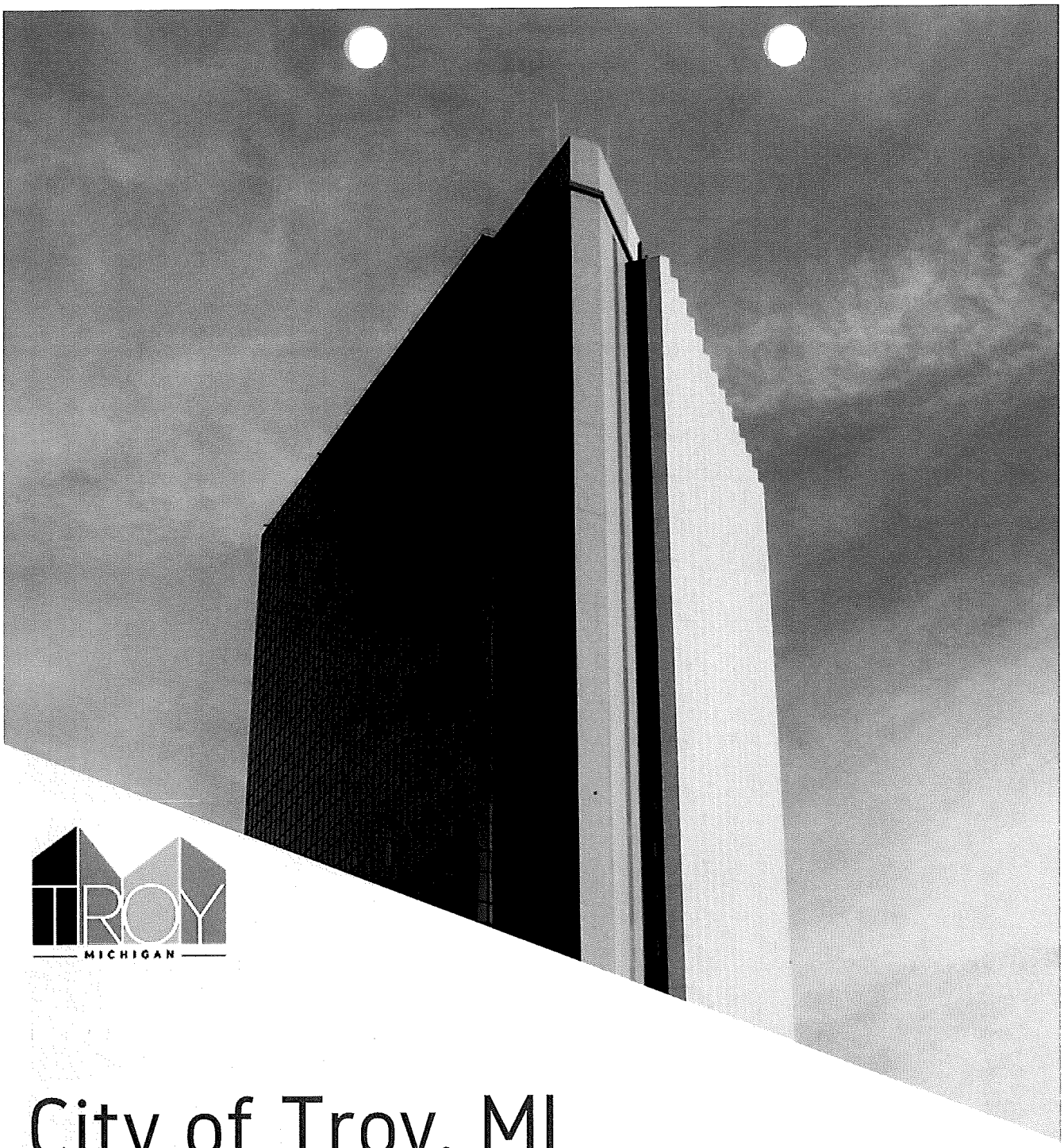


| | | |
|---|---|---|
| ORGANIZATION NAME: | The Leadership Group LLC | |
| CITY: | Walled Lake, MI | |
| **PROPOSAL: RETREAT FACILITATOR SERVICES** | | |
| **DESCRIPTION** | **# OF HOURS** | **PRICING** |
| **Key Personnel for proposed services** | **90** | **$20,250.00** |
| **Fee Proposal for Professional Services proposed** | Not Specified | |
| **Additional Expenses** | Not Specified | |
| **TOTAL COST:** | | |
| **Monthly Payment Proposal:** | **$5,062.50** | |
| **Identify how travel time is handled and invoiced; if applicable.** | Not Specified | |
| **Reimbursable Expenses and Mark up; if any.** | Not Specified | |

| | | |
|---|---|---|
| **Project Schedule can be met:** | Y or N | Y |
| **Project Understanding and Approach Provided:** | Y or N | Y |
| **Staffing Proposal Provided:** | Y or N | Y |
| **Experience and References Provided:** | Y or N | Y |
| **Fee Proposal Provided:** | Y or N | Y |
| **Pricing Detail Provided:** | Y or N | Y |
| **Insurance can be met:** | Y or N | Not Specified |
| **Exceptions:** | Y or N | N |
| **Acknowledgement:** | Y or N | Y |
| **Forms:** | Y or N | Y |

ATTEST:
*(*Bid Opening conducted via a Go-To Meeting)*
Bob Bruner
Cheryl Stewart
Jackie Ahlstrom

Emily Frontera
Purchasing Manager



THE LEADERSHIP GROUP LLC

SUBMITTED 7.29.2021

# City of Troy, MI

## RFP-COT 21-45 Retreat Facilitator

Submitted to:

City of Troy Purchasing Department
500 W. Big Beaver Rd.
Troy, MI 48084
July 29, 2021

Submitted by:


the Leadership group LLC

Consultants:
W. Stallworth, L. Jeffries, J. Reyes

THE LEADERSHIP GROUP LLC

SUBMITTED 7.29.2021


1. Project Understanding and Approach 03
2. Staffing Proposal 07
3. Similar Project Experience and References 08
4. Fee Proposal 10
5. Attachments 11


*

Cover photo: onedrive.live.com

Proposal Requirements

1. Project Understanding and Approach: The City of Troy seeks professional resources to design, facilitate and execute a planning project. Participants will include the City Manager's Office (serving as the Project Team), Leadership Team and City Council. The facilitator will use existing data, documents, and reports to inform the design of the project and the planning retreat. The Leadership Group LLC (TLG) will develop a project workplan and detailed schedule to monitor and track activities to ensure quality deliverables are on time and within the approved budget. Our approach to delivering the services above includes the following phases of activities:

   - **Organization and Task Performance:** TLG will utilize its project management expertise to organize and track the activities for each phase of the project. Based on preliminary discussions with the Project Team, TLG will draft a detailed project plan that includes major milestones, supporting activities, start and end dates, primary responsibilities, resources needed and progress status. Each activity will be tracked against the workplan to identify emerging barriers and challenges to success. Proactive and timely discussions will be held with the Project Team concerning threats to any milestone. Agreement on contingencies or necessary adjustments will be made to keep the project on track without jeopardizing quality. We see the proposed project schedule and high-level tasks to be completed in this project as (known dates are included):

| Target Date | Task |
|---|---|
| By 9/6/21 | 1. Meet with City Mgmt. to confirm scope, workplan/timeline, and deliverables |
| By 10/1/21 | 2. Review existing documents, reports and planning data as input to the process. |
| By 10/31/21 | 3. Work with Project Team to develop agendas and inventory of General Fund Programs. Facilitate and document project meeting results (2) |
| 11/8/21 | 4. Meet with City Council to identify of goals and objectives |
| 10/29/21 | 5. Finalize retreat agenda, develop materials (homework), distribute to participants |
| 11/13/21 | 6. Facilitate retreat discussions of goals and objectives. Capture and document results |
| By 11/20/21 | 7. Create project summary report, including strategic plan document |
| By 11/30/21 | 8. Review draft project report with Project Team. |
| December | 9. Present Final report and plan document (goals and objectives) to City Council |

| | |
|---|---|
| Ongoing | 10. Communicate and provide periodic status reports to Leadership Team/City Mgmt. |

- **Resources for Task Completion:** We plan to use existing inputs that provide understanding of the current planning environment. In addition to the inputs specified in the RFP (2020-2024 Parks & Recreation Master Plan, Capital Improvements Plan, Resident Survey Results and Budget), it would be helpful to also review the strategies and status updates of the last 2019 Strategies. Additionally, any existing data gathered during recent studies (ex: the Resident Engagement and Diversity, Equity, and Inclusion Study and the Business Plan) would bring more understanding of the current operating climate. As needed, TLG can access scholarly materials that benchmark similar municipalities for high level trends and environmental factors to consider.

- **Information Technology:** We recommend using a shared online portal (ex: Google Docs, SharePoint) for project documents to enhance the communication between TLG and the Project Team. We find the ease of storage and retrieval of project documents, agendas, tools, and notes enhances the efficiency and version control of pertinent information. Shared portals are only used for the duration of the project and TLG relinquishes access upon delivery of the final project report. Also, we are skilled in facilitating onsite and virtual meeting environments (Zoom, MS Teams, etc.) which proves valuable when alternative meeting venues are warranted.

- **Critical Milestones:** By using the Project Team approved workplan described earlier, we will monitor and track not only major milestones, but also the individual action steps that support completion of the major milestones. We work closely with our clients to anticipate, address, and resolve potential issues to avoid project derailment. We find the following items help clarify accountabilities for TLG and for the Project Team.

  Project Team will:
  - Identify an internal person to support scheduling of meetings, arranging for the facilities to be used for the meetings and sending/emailing invitations and receiving responses.
  - If in-person meetings become safe, provide, or arrange for a location and all refreshments and materials (markers, easels, easel paper, audio-visual equipment, electrical cords, etc.) required for sessions and meetings.

  TLG will:
  - Duplicate and assemble all participant materials required for the sessions and meetings.
  - Conduct meetings in a professional manner, bringing TLG experience to the project.

- Function as an independent contractor under this Proposal.

Project Team and TLG are jointly responsible to:

- Alert each other of anything learned that may materially affect project success.
- Respect each other's confidentiality and proprietary materials and approaches.
- Achieve reasonable accommodation for conflicts, unforeseen events, and other priorities.
- Work together to develop a mutually convenient schedule of activities or meetings.
- Follow pandemic safety requirements.

- **Addressing Contingencies:** TLG addresses contingencies by building intermediate milestones into our project schedule. Skilled in scenario planning, we identify and document task dependencies that may negatively impact task completion. By recognizing potential threats, we prepare by building in checkpoints and alternative approaches that can be easily implemented if necessary.

- **Managing Project Schedule:** Frequent review of the work plan and timeline is needed to maintain the project schedule. TLG includes this review in all project meeting agendas, sessions, and retreats. Even at a high level, review with the project participants provides a sense of accomplishment for items completed and clarity about the next steps, deliverables, and outcomes. This review keeps everyone focused on the same priorities and aware of the project status.

- **Ensuring Quality Control:** Organizational planning is strengthened by balanced participation and consideration of diverse perspectives. TLG facilitates quality decision making by promoting inclusive processes, reaching consensus among participants about group discussion agreements and behavioral norms. These agreements guide interaction and bracket personal agendas by focusing on accomplishing the shared project goal. We use various techniques like individual reflection, silent starts, brainstorming, polling, breakout group discussions and case studies to engage participants in the open, honest, and candid dialog necessary to plan for the future. To gauge how well participants experience our facilitation methodologies, we provide a short anonymous participant evaluation (paper or online) to gain feedback on what worked, what could have been better, and any overall comments participants would like to share. We summarize the feedback (protecting confidentiality) and share it with the client as an opportunity for joint learning and development.

| Agency | Scope of Work |
|---|---|
| Former Contract Manager for DRD in 2003( Jose Reyes, Principal for Prism Solutions 2001-2011)<br>Scott Brinkman<br>Director of Development & Special Projects<br>313-224-6380<br>sbrinkma@detroitmi.gov | In preparation for City of Detroit's five-year Michigan-DNR grant renewal, Jose Reyes/ Prism Solutions were retained by DRD. Jose led the customer/stakeholder engagement as well as the inventory of program, services, and physical assets as a means to assist in the development of the City's master plan.<br><br>The project scope was extended to include a peer municipality study to determine best practice in facility accessibility and management of the 33recreation center under the auspices of DRD at the time.<br>Apr-Dec 2003 |
| Wayne County Airport Authority (Jose Reyes on behalf of Compass Strategies)<br>Bryant W. Holt, C.M., Chief Development Officer<br>Michael Berry Administration Building<br>(734) 942-3745 | With over 600 million dollars in construction related contracting opportunities and an ever-shrinking pool of qualified vendors, Compass Strategies engaged Jose Reyes as project lead consultant to assist WCAA with developing and implementing an outreach and recruitment program. The goal of the initiative was to increase diversity and inclusion among Minority and Small Business Enterprises (MBE & SBE) in the capital development vendor pool in Southeastern Michigan. |
| OneMacomb (Macomb County) (Lynda Jeffries)<br>Pam Lavers (former Deputy County Executive)<br>586-291-6370 Pjlavers@comcast.net | Data gathering through stakeholder interviews and community focus groups to guide facilitation of the OneMacomb DEI Steering Committee and Planning Project (2017). Outcomes included development of community partners forum operating agreements and action plans on time and within budget.<br>https://people.macombgov.org/People-Home |

| | |
|---|---|
| Detroit Public Library (Lynda Jeffries, Wanda Stallworth)<br>JoAnne Mondowney, Director<br>(313)833-3997<br>jmondowney@detroitpubliclibrary.org | Facilitation of a Planning Committee to deploy a System wide online organizational assessment, Executive Staff and Library Commission interviews followed by staff training on emotional intelligence and unconscious bias (2017-2018). TLG designed a Strategic Planning<br>Retreat where the Commission and Executive Staff developed goals, objectives for the next 3 years. Outcomes include strategic planning and action plans for sustainability. This project was completed as scheduled and within the approved budget (2018-2019). |
| The Senior Alliance, Area Agency on Aging 1C (Lynda Jeffries, Wanda Stallworth)<br>Tamera Kiger, Chief Executive Officer<br>(734) 727-2014 TKiger@theseniorallianceorg | Develop a multi-year strategic plan. The process revisited the organization's mission, vision, values, and their major strategic issues. Goals, objectives, and actions steps were documented using TLG's Action Planning Template© used for tracking and monitoring implementation of the plan (October 2019-March 2020). TLG was subsequently engaged in deploying a systemwide DEI survey to inform customization of training modules in TLG's Awareness to Action© model focused on emotional intelligence, unconscious bias, promoting civil discourse and problem solving and accountability. (January – June 2021) |

2. Staffing Proposal: The key personnel responsible for leading and staffing each phase of the project includes a group of experienced consultants with expertise in facilitating diverse groups: Wanda Stallworth, Lynda Jeffries, Ph.D., and Jose Reyes. Wanda Stallworth will serve as the lead consultant and provide monitoring, tracking, client communications and resource allocation to ensure the project completes on time and within budget. In addition, as Lead Consultant, she is authorized to represent TLG in any correspondence, negotiations, and sign any contract that may result and serve as the project manager.

   All TLG consultants will share in the planning, gathering and analysis of data, facilitation of meetings and convenings, developing documents and written reports and presentations of findings. This entire core team is located in southeast tri-county Michigan.

   TLG consultants, in conjunction with current projects, will devote adequate time and resources to ensure project deliverables arrive on-time and within budget.

TLG consultants for this project each have extensive experience working with other consulting firms. Also, the fact that TLG has continued for 24 years as a collaborative organization of many consultants frequently working as a team on a project demonstrates that working well with other consultants is part of our nature.

**COVID-19 Issues:**
TLG prefers in-person courses since these are more effective in opening dialog. However, due to COVID19, TLG has conducted effective virtual meetings and engagements.
TLG is concerned about the safety of its consultants and the course participants. TLG will follow all COVID-19 restrictions required by the State of Michigan or recommended by the U.S. Center for Disease Control. In any in-person meetings, TLG will expect participants also to follow these restrictions/recommendations.

A complete resume for each TLG Consultant is included in Attachments. Visit our website at theleadershipgroup.com

3. Similar Project Experience and References: TLG is a team of experienced business executives who have a passion for leadership development and capacity building. We take pride in our 24-year history of bringing our expertise and team approach to provide customized client-focused consulting services. Our services include diversity/equity/inclusion, group facilitation, leadership development, executive coaching, succession planning, board development, nonprofit management, strategic planning, culture assessment fund development, mergers/acquisitions, community development, work force development and human resources management. In our engagements, we strive to model techniques to equip our clients to sustain the development and progress ongoing.

   We customize our planning approaches and methodology to meet the unique needs of our clients. Our services include organizational assessments and audits based on surveys, focus groups and/or individual interviews. Our analysis and interpretation of primary data we gather and secondary data from organizational documents, benchmark studies and literature reviews help identify strategic issues and inform the development of measurable goals and objectives for action. We offer the following references for our planning work:

   Former Contract Manager for DRD in 2003( Jose
   Reyes, Principal for Prism Solutions 2001-2011)
   Scott Brinkman
   Director of Development & Special Projects
   313-224-6380
   sbrinkma@detroitmi.gov
   In preparation for City of Detroit's five-year Michigan-DNR grant renewal, Jose Reyes/ Prism Solutions were retained by DRD. Jose led the customer/stakeholder engagement as well as the

inventory of program, services, and physical assets as a means to assist in the development of the City's master plan.

The project scope was extended to include a peer municipality study to determine best practice in facility accessibility and management of the 33recreation center under the auspices of DRD at the time.

Wayne County Airport Authority (Jose Reyes on behalf of Compass Strategies)
Bryant W. Holt, C.M., Chief Development Officer
Michael Berry Administration Building
(734) 942-3745
With over 600 million dollars in construction related contracting opportunities and an ever-shrinking pool of qualified vendors, Compass Strategies engaged Jose Reyes as project lead consultant to assist WCAA with developing and implementing an outreach and recruitment program. The goal of the initiative was to increase diversity and inclusion among Minority and Small Business Enterprises (MBE & SBE) in the capital development vendor pool in Southeastern Michigan.

OneMacomb (Macomb County) (Lynda Jeffries)
Pam Lavers (former Deputy County Executive)
586-291-6370 Pjlavers@comcast.net
Data gathering through stakeholder interviews and community focus groups to guide facilitation of the OneMacomb DEI Steering Committee and Planning Project (2017). Outcomes included development of community partners forum operating agreements and action plans on time and within budget. https://people.macombgov.org/People-Home

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JoAnne Mondowney, Director
(313)833-3997 jmondowney@detroitpubliclibrary.org
Facilitation of a Planning Committee to deploy a System wide online organizational assessment, Executive Staff and Library Commission interviews followed by staff training on emotional intelligence and unconscious bias (2017-2018). TLG designed a Strategic Planning Retreat where the Commission and Executive Staff developed goals, objectives for the next 3 years. Outcomes include strategic planning and action plans for sustainability. This project was completed as scheduled and within the approved budget (2018-2019).

The Senior Alliance, Area Agency on Aging 1C (Lynda Jeffries, Wanda Stallworth)
Tamera Kiger, Chief Executive Officer
(734) 727-2014 TKiger@theseniorallianceorg
Develop a multi-year strategic plan. The process revisited the organization's mission, vision, values, and their major strategic issues. Goals, objectives, and actions steps were documented using TLG's Action Planning Template© used for tracking and monitoring implementation of the plan (October 2019-March 2020). TLG was subsequently engaged in deploying a system-wide DEI survey to inform customization of training modules in TLG's

Awareness to Action© model focused on emotional intelligence, unconscious bias, promoting civil discourse and problem solving and accountability. (January – June 2021)

4. Fee Proposal

Based on our best practice experience, TLG proposes the following conservative estimate of the hours and associated costs to successfully conduct the various activities of the project. TLG's total cost for all services performed under this proposal shall not exceed $20,250 dollars without the prior written authorization of the City Mgmt. TLG will submit four monthly invoices of $5,062.50. All such invoices shall state the basis for the amount invoiced, including services completed and the number of hours spent. Below is the not-to-exceed fee proposal.

| Tasks/Services | Key Personnel Hours * | Hourly Rate | Pricing |
|---|---|---|---|
| 1. Meet with City Mgmt. to confirm scope, workplan/timeline, and deliverables | 3 | $225 | $675 |
| 2. Review existing documents, reports and planning data as input to the process. | 6 | $225 | $1350 |
| 3. Work with Project Team to develop agendas and inventory of General Fund Programs. Facilitate and document project meeting results. | 18 | $225 | $4050 |
| 4. Meet with City Council to identify goals and objectives. | 12 | $225 | $2700 |
| 5. Finalize retreat agenda, develop materials (homework), distribute to participants | 6 | $225 | $1350 |
| 6. Facilitate retreat discussions of goals and objectives. Capture and document results | 24 | $225 | $5400 |
| 7. Create project summary report, including strategic plan document | 6 | $225 | $1350 |
| 8. Review draft project report with Project Team/City Mgmt. | 3 | $225 | $675 |
| 9. Present Final report and plan document (goals and objectives) to City Council | 3 | $225 | $675 |
| 10. Communicate and provide periodic status reports to Leadership Team/City Mgmt. | 9 | $225 | $2025 |
| Total Cost | 90 | $225 | $20250 |

* TLG Consultants: Wanda Stallworth, Lynda Jeffries, and Jose Reyes (hourly rates are the same)

COMPANY NAME: The Leadership Group LLC

Request for Proposal Retreat Facilitators


**PRICING**

Proposal shall describe service by task, type of service and personnel. Detail the cost on the pricing form below. Pricing shall be all inclusive unless indicated otherwise below.

Clearly define any/all applicable relative direct and indirect costs.

Prices submitted shall remain Firm for 60 days or bid award whichever comes first except for the successful proposer whose prices shall remain firm for the entire contract period.

| **Description** | **# of hours** | **Pricing** |
|---|---|---|
| Key Personnel for proposed services | 90 | $ 20,250 |
| Fee Proposal for<br>Professional Services proposed | | $ |
| Additional Expenses | | $ |
| Total Cost | | $ 20,250 |

Monthly Payment Proposal $5,062.50

Identify how travel time is handled and invoiced; *if applicable.*

_____
_____
_____
_____
_____

**Reimbursable Expenses and Mark up; if any** $_____ FIRM

NAME: The Leadership Group LLC

SIGNATURE/DATE: JMPtallworth 7.28.2021

## SIGNATURE PAGE

**PRICES**
Prices quoted shall remain Firm for 60 days or bid award, whichever comes first, except the successful bidder whose prices shall remain Firm from date of award through successful completion of all specified requirements of this contract.

**SIGNATURE OF AUTHORIZED FIRM REPRESENTATIVE** Wanda M Stallworth

**NOTE:** The undersigned has checked carefully the bid figures and understands that he/she shall be responsible for any error or omission in this offer and is in receipt of all addendum as issued.

FIRM: The Leadership Group LLC

ADDRESS: 995 N. Pontiac Trail CITY Walled Lake STATE MI ZIP 48390
Suite #1116

TELEPHONE NUMBER (517)803-8730 FAX NUMBER (____) _____

REPRESENTATIVE'S NAME: Wanda M. Stallworth
(Print)

**SIGNATURE OF AUTHORIZED FIRM REPRESENTATIVE:** Wanda M Stallworth

TERMS: _____ EMAIL: _____

COMPLETION: AS SPECIFIED IN RFP REQUIREMENTS.

**EXCEPTIONS:**
Any exceptions, substitutions, deviations, etc. from City specifications and this proposal must be stated below.
The reason(s) for the exception, substitution, and/or deviation are an integral part of this proposal offer:

_____

**ACKNOWLEDGEMENT:** I, Wanda M. Stallworth_____, certify that I have read the **Instructions to Proposers** (4 Pages) and that the proposal documents contained herein were

obtained directly from the City's Purchasing Department or MITN website, www.mitn.info and is an official copy of the Authorized Version.

**SIGNATURE OF AUTHORIZED FIRM REPRESENTATIVE:** _____

**IMPORTANT**: All City of Troy purchases require a **MATERIAL SAFETY DATA SHEET,** where applicable, in compliance with the **MIOSHA** "Right to Know" Law.

**NOTE:** The City of Troy, at their discretion, may require the bidder(s) to supply a Financial Report from an impartial Financial Credit Reporting Service before award of contract.

**U.S. FUNDS**: PRICES QUOTED SHALL BE IN U.S. CURRENCY.

G: RFP-COT 21-45 – Retreat Facilitators

**CITY OF TROY**
**INDEMNIFICATION (Hold Harmless) CLAUSE**

To the fullest extent permitted by law,
*The Leadership Group LLC.* agrees to defend, pay on
(Name of Contractor / Organization)

behalf of, indemnify, and hold harmless the City of Troy, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Troy against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Troy, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Troy, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract/agreement.

*The Leadership Group LLC*

Contract / Agreement

Wanda M Stillworth 7.28.2021

Contractor/Organization representative signature/date

Witness

City of Troy representative signature/date

Witness

## *Legal Status of Bidder:*

**The Bidder shall fill out the appropriate form and strike out the other two:**

The Leadership Group LLC

A **corporation** duly organized and doing business under the laws of the State of Michigan for whom Wanda M. Stallworth, bearing the office title of Senior Consultant, whose signature is affixed to this proposal, is duly authorized to execute contracts.

A **partnership**, all members of which, with addresses, is:

Wanda M Stallworth

Lynda Jefferies

Jose Reyes

The mailing address for TLG Consultants:
The Leadership Group LLC
995 N. Pontiac Trail
Suite 1116
Walled Lake, MI 48390

AN INDIVIDUAL, WHOSE SIGNATURE IS AFFIXED TO THE PROPOSAL:

Wanda M. Stallworth

AN INDIVIDUAL, WHOSE SIGNATURE IS AFFIXED TO THE PROPOSAL: Wanda M. Stallworth

**CITY OF TROY**
**OAKLAND COUNTY, MICHIGAN**
**NON-COLLUSION AFFIDAVIT**

TO WHOM IT MAY CONCERN:

Wanda M. Stallworth _____, being duly sworn deposed, says that he/she
(Print Full Name)

is The Leadership Group LLC . The party making the foregoing proposal or bid,
(State Official Capacity in Firm)

that such bid is genuine and not collusion or sham; that said bidder has not colluded, conspired, connived, or agree, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding and has not in any manner directly or indirectly sought by agreement or collusion, or communication or conference, with any person to fix the bid price or affiant or any other bidder, or to fix any overhead, profit, or cost element of said bid price, or that of any other bidder, or to secure the advantage against the City of Troy or any person interested in the proposed contract; and that all statements contained in said proposal or bid are true.

Wanda M Stallworth
SIGNATURE OF PERSON SUBMITTING BID

ERIN J STALLWORTH
Notary Public - State of Michigan
County of Oakland
My Commission Expires Apr 1, 2027
Acting in the County of Oakland

NOTARY'S SIGNATURE

Subscribed and sworn to before me this 28th day of July, 2021 in and for Oakland County.

My commission expires:
Apr. 1, 2027

TROY
MICHIGAN

# CERTIFICATION REGARDING
# DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions under any non-procurement programs by any federal, state or local agency.

2. Have not, within the three year period preceding, had one or more public transactions (federal, state, or local) terminated for cause or default; and

3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three year period preceding the proposal, been convicted of or had a civil judgment rendered against it:

   a. For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local), or a procurement contract under such a public transaction;

   b. For the violation of federal, or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or

   c. For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, the general grant of this authority exists within the City's Charter, Chapter 12, Section 12.2- Contracts.
***[X] I am able to certify to the above statements.***

The Leadership Group LLC

Name of Agency/Company/Firm *(Please Print)*

Wanda M. Stallworth, Senior Consultant

Name and title of authorized representative *(Please Print)*

WMStallworth 7/28/2021

Signature of authorized representative Date

***[ ] I am unable to certify to the above statements. Attached is my explanation.***

## VENDOR CERTIFICATION THAT IT IS NOT AN "IRAN LINKED BUSINESS"

Pursuant to Michigan law, (the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.311 et seq.), before accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must first certify that it is not an "IRAN LINKED BUSINESS", as defined by law.

| **Vendor** | |
|---|---|
| Legal Name | The Leadership Group LLC |
| Street Address | 995 N Pontiac Trail, Suite 1116 |
| City | Walled Lake |
| State, Zip | MI 48390 |
| Corporate I.D. Number/State | #801388622 / Michigan |
| Taxpayer I.D. # | #82-3386832 |

The undersigned, with: 1.)full knowledge of all of Vendors business activities, 2.)full knowledge of the requirements and possible penalties under the law MCL 129.311 et seq. and 3.) the full and complete authority to make this certification on behalf of the Vendor, by his/her signature below, certifies that: the Vendor is NOT an "IRAN LINKED BUSINESS" as require by MCL 129.311 et seq., and as such that Vendor is legally eligible to submit a bid and be considered for a possible contract to supply goods and/or services to the City of Troy.

Signature of Vendor's Authorized Agent: Wanda M Stallworth

Printed Name of Vendor's Authorized Agent: Wanda M. Stallworth

Witness Signature: _____

Printed Name of Witness: _____

G:\ BidLanguage_IranLinkedBusiness

**Proposer's Sworn and Notarized Familial Disclosure**
*(to be provided by the Proposer)*

The undersigned, the owner or authorized officer of The Leadership Group LLC (the "Proposer"), pursuant to the familial disclosure requirement provided in the Request for Proposal, hereby represent and warrant, except as provided below, that no familial relationships exist between the owner(s) or any employees of The Leadership Group LLC and any member of the City of Troy City Council or City of Troy management.

**List any Familial Relationships:**

**BIDDER:**
The Leadership Group LLC

By: Wanda M. Stallworth

Its: Senior Consultant

ERIN J STALLWORTH
Notary Public - State of Michigan
County of Oakland
My Commission Expires Apr 1, 2027
Acting in the County of Oakland

STATE OF MICHIGAN )

)ss.

COUNTY OF Oakland )

This instrument was acknowledged before me on the 28th day of July, 2021, by

_____, notary

WANDA M. STALLWORTH
353 Sawgrass, Lake Orion, MI 48359
Cell: (517)803-8730 / Email: wstallworth@theleadershipgroup.com

## *Human Resources Leadership Experience*

- Employment Law
- FMLA/ADA/EEO
- Mediation & Advocacy
- HRIS Technologies
- Staff Recruitment & Retention
- Employee Relations
- Benefits Administration
- HR Program/ Management
- HR Policies & Procedures
- Orientation & On-Boarding
- Training & Development
- Performance Management
- Organizational Development

## *Professional Experience*

**THE LEADERSHIP GROUP LLC** **2017 - PRESENT**

*The Leadership Group is a team of experienced business executives who have a passion for leadership development. We take pride in bringing our expertise and team approach to provide customized clientfocused consulting services.*

Senior Consultant

Provide results-oriented solutions of both non-profit and for-profit organizations, that build the capability and success of leaders, teams, and individuals. Expert consultation focuses in the areas of leadership and organizational development, including the following:

- Leadership Assessment
- Executive Coaching
- New Leader Assimilation
- Developing Effective Teams
- Human Resources Management
- Strategic Planning

**Wannie Style Handbags & Accessories** **2010 – 2020**

*Premier provider of quality handbags and accessories through various retail outlets such as Mall In-Line Stores and Kiosks, Internet shopping, exhibitor events and House Party ~ Wannie Style brand shopping experiences.*

Summary

Owner/Consultant for Wannie Style Handbags & Accessories. Responsible for day-to-day operations management of Internet shopping sites, Expos, Conventions and Home Shows. Responsibilities include location selection, business development, and customer engagement and retention. Ensure revenue generation and financial success of each site location exceeding established goals and customer expectations. Formally located in Michigan retail shopping malls/centers, including Flint, Lansing, Muskegon, and Grand Rapids.

Key Responsibilities

- Development of marketing strategies and promotional campaigns
- Inventory control/ procurement
- Financial record keeping and reporting
- Website and Social Media development
- Policies and procedures development and implementation
- Diversity driven recruitment/ new hire employee on-boarding
- Business Development/ Revenue Generation

**Corinthian Colleges, Inc., Santa Ana, CA** **2006 – 2011**

*Former leading network of Career Training Schools with 120 campuses across the US and Canada under the Everest, Heald and Wyo-Tech Brands.*

Regional HR Business Partner

In partnership with senior leadership, provided guidance on HR policies, practices and initiatives, within assigned region. Acted as a partner to the field by embedding corporate HR strategy and providing professional HR guidance and support to relevant campus and regional management with the objective of adding value to the business. Provided regional HR support of Everest Campuses and Wyo-Tech campus across multiple states.

Key Responsibilities

- Contributed to the business strategy by helping business leaders to identify, prioritize, and build organizational capabilities, behaviors, structures, and processes.
- Used professional expertise to align talent management processes with the business goals and longer-term business requirements.
- Assessed and counseled RVPs and College Presidents on overall performance management; recruitment; promotions; job descriptions and skills coaching.
- Coached senior management on employee relations including all aspects of terminations up to and including legal issues.

- Conducted and coordinated all investigations in support of corporate ethics and values in collaboration with corporate HR and/or in-house counsel.
- Ensured that a strong, diverse leadership and a coaching culture permeated the organization.
- Identified and drove the communication and sharing of best practices across functions to facilitate continuous improvement.
- Developed and promoted feedback mechanism for employees to influence the continuous improvement of HR services and processes.

**Chase Bank – Michigan** **1976 - 2006**

*Premier Financial Services Company*

HR Consultant/Business Partner, 1998 to 2001

Promoted to fulfill a broad range of HR functions, including recruiting, and training employees, administering benefits, overseeing disciplinary action, and managing HR records. Coordinated annual performance management processes, coordinated job fairs and corporate wellness programs, and performed exit interviews.

Key Responsibilities:

- Provided HR support for 42 Retail Banking Centers and 250-employee Call Center within major metropolitan market (Detroit and surrounding communities)
- Conducted and coordinated all investigations and third-party claims within assigned regions. Compiled annual Affirmative Action Plans for assigned markets.
- Devised creative and cost-effective mentoring program that increased employee satisfaction and productivity.
- Coordinated new-hire orientation/on-boarding program to include HR information and company resources.
- Effective team player: ability to engage, inspire and influence people.
- Experienced dealing effectively with various levels of management; established relationships as trusted advisor with clients at senior management level; served as valued resource and coach to management and staff of assigned markets.

## *Education*

**Concordia University, Ann Arbor, MI**

BA, Human Resources Administration

**Professional Certifications**

Management Research Group (MRG):

- SLD – Strategic Leadership Development
- IDI – Individual Directions Inventory
- PD – Personal Directions

**Lynda K. Jeffries, PhD**
834 Seville Row - Detroit, Michigan 48202
313-515-4363 - ljeffries@theleadershipgroup.com

## EDUCATION

Doctor of Philosophy in Education 2012
Specialization in Training and Performance Improvement
Capella University, Minneapolis, MN
Dissertation Topic: *Referral Decisions as a Core Competency: Experiences of Coaches of Nonprofit Executives*

Education Specialist in Instructional Technology 2004
Wayne State University, Detroit, MI

Master of Arts in Business Administration - Management 1993
University of Detroit, Detroit, MI

Bachelor of Science in Business Administration 1989
Lawrence Technological University, Southfield, MI

## TEACHING EXPERIENCE

**Adjunct Faculty** **09/2006 to 02/2009**
**Lawrence Technological University**
Courses taught (masters level): *Leadership and Management, Strategic Nonprofit Management*

**Adjunct Faculty**
**Davenport University** **07/2001 to 03/2005**
Courses taught (undergraduate): *Business Ethics, Management Principles, Social Diversity, Women in Management, Business and Society, Fundamentals of Speech, Professional Etiquette*

## CERTIFICATION

ACE Certified Coach, World Business and Executive Coaching Summit, 2020

Council of Michigan Foundations, Leadership Coach, 2014

Life Reimagined Guide, AARP Michigan, 2014

Certified Facilitator, Management Research Group Leadership Effectiveness Assessment, 2006

United Way BEST Nonprofit Project Consultant/Leadership Coach, Flint/Genesee County, 2004

NCCJ, "Building Inclusive Communities" Organization Development Consultant, 2003

Professional Qualification, Myers-Briggs Type Indicator, 1996

## PROFESSIONAL EXPERIENCE

**Leadership and Organization Development Consultant** **04/2003 to Current**
**The Leadership Group LLC**
Coached executives using 360 assessment data to develop action plans for improving leadership effectiveness. Gathered and reviewed extant, survey, focus group and interview data to complete organizational assessments for nonprofit agencies pursuing capacity building grants. Facilitated strategic planning, leadership development, team building, succession planning, performance evaluation, board retreats and staff development initiatives.

**Leadership Skills Facilitator, Jawood Management Associates** **10/2001 to 06/2006**
**Diversity Consultant, Michigan Roundtable for Diversity and Inclusion** **10/2002 to 01/2005**
Facilitated leadership training in diversity and inclusion, time management, coaching, performance management, conflict resolution, and listening skills for upper level management and executive personnel.

**SBC/AMERITECH MICHIGAN:**

**External Affairs Director, Corporate** **03/2000 to 11/2000**
Managed contributions budget and consulted with non-profit agencies to secure foundation grants. Lobbied state legislators and local key leaders to influence telecommunications policy and legislation. Served as the corporate liaison to community groups, city and county governments, and chambers of commerce within the South Oakland County geography.

**Performance Assurance Manager, Human Resources** **11/1996 to 02/2000**
**Team Coach, Enhanced Business Assured Response Centers** **06/1990 to 10/1996**
Coached functional, cross functional and multi-level customer service teams in performance assessment, meeting management, conflict resolution, problem solving, decision making, leadership, consultative selling, change and stress management. Led and managed entry level training programs for computer programmer/analysts with 97% graduation rate. Designed and developed performance support systems, job aids, and development plans for over 2200 Telecommunications Specialists

## PUBLICATIONS

Jeffries, L. K. (2012). *Referral decisions as a core competency: Decisions of coaches of nonprofit executives.* (Doctoral Dissertation). *ProQuest /UMI, 2012.* (Publication No. 3546672)

Jeffries, L. and Amsden, T. (2012). Increasing diversity of leadership in environmental nonprofit organizations in a major brownfield city: Phase 2. *Journal of Diversity Management*, *7*(1), 27-33.

Jeffries, L. and Amsden, T. (2009). Increasing diversity of leadership in environmental nonprofit organizations in a major brownfield city: Phase 1. *Environmental Practice*, *11*(3), 164-169.

## ARTICLES

Jeffries, L. (2018). *Delicate balance: Transparency and confidentiality.* http://theleadershipgroup.com/team-building/delicate-balance-transparency-and-confidentiality/

Jeffries, L. (2017). *Leading in a polarized climate: It begins within.* http://theleadershipgroup.com/team-building/leading-in-a-polarized-climate-it-begins-within/

Jeffries, L. (2016). *Leadership courage.* http://theleadershipgroup.com/team-building/leadership-courage/

## PROFESSIONAL PRESENTATIONS

*Ask the Experts- Anti-Racism Ally: Navigating Meaningful Conversations,* LiveOnNy, February 2021

*Navigating the Waves of Civil Discourse: Leading the Return to Civil Discourse,* Council of Michigan Foundations Leadership Conference, Co-presenter, 2020

*Unconscious Bias: From Awareness to Action,* Leading Age of Michigan Annual Conference, Co-presenter, 2020

*Transformational Coaching Through Emotional Intelligence,* Mid-Large Agency Alliance of Big Brothers Big Sisters, Flint, MI, 2019

*Emotional Intelligence: Foundation for Problem Solving*, Early Childhood Pre-Service, Starfish Family Services, 2019.

*DiSC©, Diversity, Equity & Inclusion.* Henry Ford College, State of the College Meeting, Ypsilanti, 2017

*Managing Emotions for Consistent Results.* Staff Development Day, Detroit Public Library, 2016

*Collective Impact 101.* Michigan Assoc. of United Ways Annual Conference, Crystal Mountain, MI, 2014

*Five Generations of Women Thriving Together*. Women and Leadership in the Workplace Conference, Michigan Business & Professional Association, Dearborn, MI, 2009

*Workplace Stress and Conflict Management*, Dykema Gossett PLLC Labor and Employment Seminar, Ypsilanti, MI, 2007.

*Alumni Judge, 7th Annual Ethics Bowl - University of Detroit Mercy.* Department of Philosophy, University Honors Program and the College of Liberal Arts, 2006.

*Team Innovation.* Detroit Regional Chamber, Team Building Seminar, Detroit, MI, 2004

*Ethics & Confidentiality: Respecting, Protecting, and Defending the Rights of Customers and Colleagues* Child Care Coordinating Council Staff Development Day, Detroit, MI, 2003

*Diversity Audits: Step One in Developing a Plan.* Oakland County Employment Diversity Council, Annual Diversity Conference, Moving Beyond Awareness, 2003

## PROFESSIONAL AWARDS/RECOGNITION

*Trustee of the Year,* LeadingAge of Michigan, 2014

*Distinguished Volunteer*, Association of Fund Raising Professionals, Greater Detroit Chapter, 2013

*Recipient of the Outstanding Instructional Technology Education Specialist Student Award* Wayne State University School of Education, 2004

## COMMUNITY INVOLVEMENT

- Board Secretary, Bridging Communities, Inc. (2017-current)
- Board Chair, Presbyterian Villages of Michigan, Southfield (2012 - 2013)
- PVM Village Board Member: Brush Park, Woodbridge Manor and Thome Rivertown (2012-Current)
- Christian Education Director, Historic Little Rock Baptist Church, Detroit (2003 - current)
- Committee Chair: Governance, Compensation, Presbyterian Villages of Michigan (2015-2017)
- Board Chair, Considine Family Life Center, Detroit (2007 - 2018)
- State Bar of Michigan, Presidential Diversity and Inclusion Advisory Group, (2010-2012)
- Co-Host, "Hello Detroit" talk show, WGPR 107.5 FM, Detroit (2010-2012)

## CONSULTING
## PARTIAL CLIENT LIST, 2001 – CURRENT

*Southeast Michigan*

- Child Care Network
- Consumers Energy
- Detroit Parent Network
- Detroit Planning and Development
- Detroit Public Library
- Early Childhood Investment Corporation
- Grosse Pointe Chamber of Commerce
- Jewish Family Services
- Jewish Senior Life
- Leader Dogs for the Blind
- Macomb Community Action
- Macomb County - OneMacomb
- Presbyterian Villages of Michigan
- Southeast Michigan Senior Regional Collaborative
- The Senior Alliance
- YWCA Metropolitan Detroit
- Silver Maples of Chelsea
- SEMCOG

*Foundations*

- Charles Stewart Mott Foundation
- Omega Foundation
- PVM Foundation
- Torch of Wisdom Foundation
- Council of Michigan Foundations
- Community Foundation - Muskegon County

*Higher Education*

- Henry Ford College
- Oakland University
- University of Michigan-Ann Arbor, Flint
- University of Michigan Alumni Association

*Flint/Genesee County Area*

- BEST Project/United Way Genesee County
- Big Brothers Big Sisters of Flint and Genesee County
- Boys & Girls Clubs of Greater Flint
- Community Resolution Center
- Crossover Outreach Ministries
- Ennis Center for Children
- Flint & Genesee Chamber of Commerce
- Flint Institute of Music
- Flint Public Library
- Friends of Berston Field House
- Genesee County Community Collaborative
- Genesee County Parks and Recreation
- Genesee County Youth Corps
- Habitat for Humanity
- McFarlan Villages/Court Street Commons
- Metro Housing Partnership
- Mt. Olive CDC
- Red Cross – Michigan Region
- R. L. Jones Community Outreach Center
- Voices for Children Advocacy Center
- YWCA of Greater Flint

*Other*

- LiveOnNY (Organ Donor Agency), New York

# José A. Reyes Jr.

372 Sedgewood Lane, Ann Arbor MI, 48103 | 313.720.6363 | jose@jreyespro.com | www.jreyespro.com

## Executive Leadership & Management Professional

## *PROFESSIONAL SUMMARY*

*Dynamic, goal oriented social engineer and change agent with proven leadership skills. Over 20 years of experience working with government, non-profits, and the private sector delivering innovative strategies for maximized results.*

**Organizational Change Agent:** Successfully transformed a city managed agency into free a standing, 501c3 public non-profit agency, decreasing operating cost by 40% with a 60% performance outcome increase during the first year of operation.

**Fiscal Management:** Executed fund development strategies yielding 15 million dollars in additional grant, philanthropic, and private dollars for expansion and restoration of DESC's financial health. Managing an operating budget of $40 million dollars.

**Innovator:** Creation of White House recognized Tech Hire initiative, development of a 21st century Multi-generational Career Technical Center, and expansion of Grow Detroit's Young Talent GDYT (Summer Youth Program) to 8,000 kids.

## *Core Leadership Qualifications*

- *Strategic Planning*
- *Marketing and Fund Development*
- *Fiscal Management*
- *Organizational Development*
- *Capacity Building*
- *Change Management*
- *Quality Assurance*
- *Operation Management*
- *Process Management*
- *Policy Development*
- *Technology Integration*
- *Knowledge Management*
- *Program Evaluation*
- *Research and Evaluation*
- *Training & Development*
- *Group Facilitation*
- *Community Organizing*
- *Advocacy*

## *Professional Affiliations*

- Detroit Parent Network Board Chair
- JP Morgan Detroit Workforce System Leadership Development Academy Advisory Board
- Detroit Regional Chamber
- Workforce Intelligence Network (WIN) Board (2011-2017)
- WCCCD Cyber Security Advisory Board (2014-2017)
- Detroit Renaissance Council Steering Committee
- Operation Hope Advisory Board (2016-2017)
- Board of Directors, Southwest Solutions, Detroit MI (2002-2016)
- University of Michigan School of Social Work Alumni Board of Governors Emeritus

## PROFESSIONAL EXPERIENCE

**President and CEO** 2018–Present
NORTH STAR CONSULTING GROUP LLC, Ann Arbor, MI
*Executive oversight of a full-service management consulting and technical services firm; specializing in helping nonprofits and public sector increase productivity and performance through strategy, implementation, and support.*

**Key Accomplishments:**
- Optimization of Detroit Public School Community District (DPSCD) Career Technical programs
- Development of a Multi-generational pathways to college and careers
- Successful development of SBE pipeline for the Detroit-Wayne County Metro Airport Authority

**Executive Leadership** 2012–2017
DETROIT EMPLOYMENT SOLUTIONS CORPORATION, Detroit, MI
Responsible for strategic direction and operational management of the City of Detroit's public workforce system. Active ambassador of the City's and DESC's vision, mission, and goals, among various stakeholders and community at large.

**Key Accomplishments:**
- Successful fiscal oversight of over 60 million dollars in Federal, State, and Philanthropic annual funding
- Aligning structural and operational elements to the mission and vison of the Mayor's Workforce Development Board, while maintaining integrity to the state and federal regulations.
- Supporting the development of high-quality partnerships and impactful collaborations with value added partners
- Assessment and optimization DESC's operations (2017)
- Experience IT and Tech Hire training model (2016)
- Establishment of Youth Engagement Center (2016)
- Expansion of Summer Youth Program, to 8,000 youth (2016)
- Formation of cluster-based employer engagement strategies.
- Successfully implemented leading-edge technology to manage grants and service delivery
- Recognized by the Department of Labor and the White House for innovative service strategies (2014)
- Recognized by the Michigan Works Association for outstanding performance (2013)

Vice President, Compliance & Public Affairs 2017-2018
Interim President & CEO 2016- 2017
Chief Operations Officer 2012- 2016

**Deputy Director** 2011- 2012
Detroit WORKFORCE DEVELOPMENT DEPARTMENT, Detroit, MI

**Key Accomplishments:**
- Provided service to over 40,000 adult and youth in Detroit
- Successful restructure of organization
- Implemented lean processing of all departmental functions

## PROFESSIONAL EXPERIENCE CONTINUED

**Director of Public Sector Solutions** 2001–2011
PRISM SOLUTIONS Southfield, MI
*A full-service management and technical services consulting firm specializing in providing professional services to healthcare, government, nonprofits, and private business enterprises.*

**Key Accomplishments:**
- Helping clients build capacity, improve performance, and find value

Relevant Clients: City of Detroit, Detroit LISC, Focus Hope, SER Metro, Warren Conner Development Coalition, DMC, Oakland University, United Way of Genesee County, Ruth and Charles Mott Foundation

**Chief Information Officer** 1997–2001
DETROIT WAYNE COUNTY MENTAL HEALTH AGENCY Detroit, MI
*The nation's largest public health system. An agency with an annual budget of over $500 million and a service provider network of over 50 providers, offering a comprehensive array of services to over 60,000 consumers and families in Wayne County with mental illness, substance abuse, and/or developmental disabilities.*

**Key Accomplishments:**
- Successful Implementation of MPCN Network Model
- Re-engineered administrative and clinical operating processes
- Developed integrated Quality Management (QM) plan and performance monitoring system

Department Manager III 1998-2000
Data Analyst Program Developer 1997-1998

**Higher Education Diversity and Inclusion Specialist** 1989–1996
UNIVERSITY OF MICHIGAN Ann Arbor, MI

Senior Program Evaluator UAW-GM EDC Program, School of Social Work 1996–1997
Graduate Researcher School of Social Work 1995–1996
Associate Researcher, Office of Multicultural Initiatives 1994–1995
Assistant to the Vice Provost for Minority Affairs 1989–1992

**Key Accomplishments:**
Developed and implemented policy, programs, and research designed to promote access and achievement for underserved populations. Promoted diversity among the entire campus community, resulting in increased enrollment and retention of underserved populations, and a new policy that created a more diverse and representative university community.

## EDUCATION

**B.A. in Sociology**, University of Michigan, Ann Arbor, MI, College of Literature, Science & Arts
**Sub-concentration** Law, Criminology, and Deviancy

**M.S.W.** University of Michigan, Ann Arbor, MI School of Social Work

*Additional coursework*
University of Detroit Law School
Leadership & Team Building Training, ASE
Project Management Professional (PMP) Certification Courses I and II, Washtenaw Community College
Continuous Quality Improvement (CQI) Train the Trainer

## ABOUT THE LEADERSHIP GROUP LLC

The Leadership Group LLC (TLG), a majority woman-owned consulting firm, was established in 1997. TLG models diversity, equity, and inclusion with 8 consultants that are diverse in race, gender, religion, and professional backgrounds of law, telecommunications, human resources, higher education, social service, and management. We celebrate and leverage our unique gifts, styles and differences which strengthen our ability to provide outstanding services to diverse client groups that include for-profit corporations, nonprofits, universities, health care, government, foundations, and community development groups and agencies. It is the policy and commitment of TLG that it does not discriminate in terms, conditions, or privileges of consulting services or employment on the basis of race, age, color, sex, national origin, gender identity, physical or mental disability, or religion or otherwise as may be prohibited by federal, state, and local law.

TLG is a team of experienced business executives who have a passion for leadership development and organizational capacity building. We take pride in our 24-year history of bringing our expertise and team approach to provide customized client-focused consulting services. Our services include diversity/equity/inclusion, leadership development, executive coaching, succession planning, board development, nonprofit management, strategic planning, culture assessment fund development, mergers/acquisitions, public sector strategy, community development, work force development and human resources management. In our engagements, we strive to model techniques to equip our clients to sustain the development and progress ongoing.

We customize our approaches and methodology to meet the unique needs of our clients. Our services include organizational assessments and audits based on surveys, focus groups and/or individual interviews. Our analysis and interpretation of primary data we gather and secondary data from organizational documents, benchmark studies and literature reviews help identify strategic issues and inform the development of measurable goals and objectives for action. We have custom-designed interventions that include raising awareness, coaching, civil discourse, culture change initiatives, team development, specialized training, facilitated discussions, and planning for implementation and sustainability.

Theleadershipgroup.com

Opening Date - 07/29/2021
Date Reviewed - 07/29/2021

CITY OF TROY
TABULATION
RETREAT FACILITATOR SERVICES



| | | |
|---|---|---|
| ORGANIZATION NAME: | The Leadership Group LLC | |
| CITY: | Walled Lake, MI | |
| **PROPOSAL: RETREAT FACILITATOR SERVICES** | | |
| **DESCRIPTION** | **# OF HOURS** | **PRICING** |
| **Key Personnel for proposed services** | **90** | **$20,250.00** |
| **Fee Proposal for Professional Services proposed** | Not Specified | |
| **Additional Expenses** | Not Specified | |
| **TOTAL COST:** | | |
| **Monthly Payment Proposal:** | **$5,062.50** | |
| **Identify how travel time is handled and invoiced; if applicable.** | Not Specified | |
| **Reimbursable Expenses and Mark up; if any.** | Not Specified | |

| | | |
|---|---|---|
| **Project Schedule can be met:** | Y or N | Y |
| **Project Understanding and Approach Provided:** | Y or N | Y |
| **Staffing Proposal Provided:** | Y or N | Y |
| **Experience and References Provided:** | Y or N | Y |
| **Fee Proposal Provided:** | Y or N | Y |
| **Pricing Detail Provided:** | Y or N | Y |
| **Insurance can be met:** | Y or N | Not Specified |
| **Exceptions:** | Y or N | N |
| **Acknowledgement:** | Y or N | Y |
| **Forms:** | Y or N | Y |

ATTEST:
*(*Bid Opening conducted via a Go-To Meeting)*
Bob Bruner
Cheryl Stewart
Jackie Ahlstrom

Emily Frontera
Purchasing Manager

the Leadership group LLC

# Consulting Services Agreement

The Leadership Group LLC (called "TLG") and the City of Troy (called "Client") agree to this Consulting Services Agreement (called "Agreement"):

***Independent Contractor.*** TLG and its consultants are independent contractors to Client under this Agreement. TLG shall carry General Liability and Errors and Omissions insurance, as well as automobile liability insurance, professional liability insurance and workers compensation insurance. Client may request copies of satisfactory insurance coverage. TLG also agrees to indemnify and hold harmless Client against any and all demands, suits, or loss, including all costs connected therewith and for any damages that may be asserted, claimed or recovered against Client as a result of the services performed under this Agreement. Client will not be responsible for payment of income taxes, social security taxes, or benefits arising out of TLG's work under this Agreement.

***Services, Program Design, Scheduling and Consultants.*** TLG will provide consulting services to Client as described below. **Wanda M. Stallworth,** will be the primary TLG consultant and contact working for Client under this Agreement.

***Scheduling.*** The parties understand that time is of the essence for the City Council organization meeting, which is scheduled for November 8, 2021, and the November 13 Strategic Planning Event. The parties also understand that the strategies are required to be presented to the Troy City Council in December 2021, because of City budgetary constraints. As to all other dates provided by TLG in its bid, the timing of the work is subject to the availability of participants, TLG consultants and the date on which this contract is signed. Both TLG and Client will cooperate to have mutually convenient timing for all activities. Together TLG and Client will develop an agreed upon schedule within one month of the execution of this Agreement.

***Joint Accountabilities.***
The Client will:

- Identify an internal person to support scheduling of meetings, arranging for the facilities to be used for the meetings and sending/emailing invitations and receiving responses.
- If in-person meetings become safe, provide, or arrange for a location and all refreshments and materials (markers, easels, easel paper, audio-visual equipment, electrical cords, etc.) required for sessions and meetings. TLG will provide a list of all required materials at least one month in advance.

TLG will:

- Duplicate and assemble all participant materials required for the sessions and meetings.
- Facilitate sessions and meetings in a professional manner, bringing TLG experience to the project.
- Function as an independent contractor under this Proposal.

- Furnish all research, labor, and equipment necessary to perform all of the work as identified on the attached and incorporated Proposal.

The Client and TLG are jointly responsible to:

- Alert each other of anything learned that may materially affect project success.
- Respect each other's confidentiality and proprietary materials and approaches.
- Achieve reasonable accommodation for conflicts, unforeseen events and other priorities.
- Work together to develop a mutually convenient schedule of activities or meetings.
- Follow pandemic safety requirements.

***Confidentiality, Ownership of Work and Other Work By TLG.*** TLG agrees to keep confidential any confidential information disclosed by Client. Any final report by TLG shall be the property of the Client. Client will protect TLG proprietary processes and TLG copyrighted materials and not disclose same, except as necessary in the course of service provided by TLG to Client, or except as provided by law. This Agreement does not limit TLG from providing similar services for any other person or organization.

***Compensation, Invoicing, Payment and Expense Reimbursement.*** Based on our best practice experience, TLG proposes the following conservative estimate of the hours and associated costs to successfully conduct the various activities of the project. TLG's total cost for all services performed under this proposal shall not exceed $20,250 dollars without the prior written authorization of the City Council. Client will pay $5,062.50 as a deposit upon the execution of this Agreement. The remaining invoices for work shall be submitted to Client on a monthly basis, and shall reflect the work TLG has performed on behalf of Client. All invoices shall state the basis for the amount invoiced, including services completed and the number of hours spent. Below is the not-to-exceed fee proposal.

| Tasks/Services | Key Personnel Hours * | Hourly Rate | Pricing |
|---|---|---|---|
| 1. Meet with City Mgmt. to confirm scope, workplan/timeline, and deliverables | 3 | $225 | $675 |
| 2. Review existing documents, reports and planning data as input to the process. | 6 | $225 | $1350 |
| 3. Work with Project Team to develop agendas and inventory of General Fund Programs. Facilitate and document project meeting results. | 18 | $225 | $4050 |
| 4. Meet with City Council to identify goals and objectives. | 12 | $225 | $2700 |
| 5. Finalize retreat agenda, develop materials (homework), distribute to participants | 6 | $225 | $1350 |
| 6. Facilitate retreat discussions of goals and objectives. Capture and document results | 24 | $225 | $5400 |

| | | | |
|---|---|---|---|
| 7. Create project summary report, including strategic plan document | 6 | $225 | $1350 |
| 8. Review draft project report with Project Team/City Mgmt. | 3 | $225 | $675 |
| 9. Present Final report and plan document (goals and objectives) to City Council | 3 | $225 | $675 |
| 10. Communicate and provide periodic status reports to Leadership Team/City Mgmt. | 9 | $225 | $2025 |
| Total Cost | 90 | $225 | $20250 |

* TLG Consultants: Wanda Stallworth, Lynda Jeffries, and Jose Reyes (hourly rates are the same)

Additional Payment terms are:

- Client will not be responsible to reimburse for TLG's travel in southeast Michigan. TLG does not anticipate any travel outside southeast Michigan for the work described, but if required, TLG will first obtain approval of the City Manager before incurring any such travel expenses, which would be reimbursed.
- All checks should be payable within 30 days of the receipt of the invoice, and sent to:

The Leadership Group LLC
P.O. Box 1116
Walled Lake, MI 48390-1116

***Modification.*** TLG and Client may agree to add services to this Agreement by a letter signed by both TLG and Client. No change of this Agreement will be valid unless in writing signed by both Client and TLG. Waiver by either Client or TLG of a breach of a term of this Agreement shall not waive any subsequent breach.

***Agreement Duration and Termination.*** This Agreement may not be terminated without cause. The Agreement can be terminated, for cause, by TLG if Client fails to pay invoices within 30 days, or fails to complete its duties, as set forth in the Agreement. The Agreement can be terminated, for cause, by Client if the Troy City Manager determines that TLG has failed to meet the agreed upon deadlines, or has poorly performed its duties and responsibilities under this Agreement. This Agreement will be automatically terminated when all intended services under the Agreement have been performed by TLG. Client will pay for services performed in accordance with the Agreement by TLG up to any effective date of termination. TLG and Client agree that the sections of this Agreement on Confidentiality, Ownership of Work and Other Work by TLG will survive termination of this Agreement.

***Miscellaneous.*** Neither Client nor TLG may sell or assign this Agreement without the signed written consent of the other. This Agreement is binding on the successors of Client and TLG. This Agreement is governed by the laws of the State of Michigan. This

Agreement is the entire agreement between Client and TLG and supersedes all prior agreements or understandings between Client and TLG.

Client and TLG, with the execution of this Document, affirms its authority to enter into this Agreement and be bound by its terms and conditions.

**For City of Troy, MI:**

By:_____
Ethan Baker

Its:_____
Mayor

By:_____
Aileen Dickson

Its:_____
City Clerk

Phone: 248- 524-3330

500 W. Big Beaver Road

Troy, MI 48084

Date: _____

**For The Leadership Group LLC:**

WMStallworth
Wanda M. Stallworth

Senior Consultant

Phone: 517-803-873

The Leadership Group LLC

PO Box 1116

Walled Lake MI 48390-1116

Date: 8-20-2021_____

500 West Big Beaver
Troy, MI 48084
troymi.gov

# CITY COUNCIL AGENDA ITEM

Date: August 25, 2021

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager
Rob Maleszyk, Chief Financial Officer
Lisa Burnham, Controller
Sarah Ames, Assistant to the City Manager
Emily Frontera, Purchasing Manager

Subject: Award Standard Purchasing Resolution 8 – Best Value Award – Retreat Facilitator (Introduced by Robert J. Bruner, Assistant City Manager)

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## Background

- Previously, City Council and City Staff developed a list of "strategies" each year which identified objectives for the coming fiscal year.
- The last strategy development meeting was held in February 2020. However, the global pandemic began shortly thereafter and no new strategies were formally adopted in 2020.
- City Council held special meetings in November 2020 to discuss budget priorities for the coming fiscal year. Considering priorities in November rather than February gives City staff more time to incorporate those priorities into the proposed budget.
- In June, City Management announced a new event was being planned on Saturday, November 13, 2021 and asked City Council and City staff to save the date.
- There are clear advantages to having an outside facilitator help organize and lead the new event so City staff prepared a Request for Proposals (RFP) document for retreat facilitator services.

## Purchasing

- July 9, 2021 a Request for Proposal was issued and posted on the Michigan Inter-governmental Trade Network (MITN) website; www.mitn.info.
- Three hundred thirty-three firms were notified of this bid opportunity.
- July 29, 2021, a bid opening was conducted and Proposals were received as required by City Charter and Code for Medical Services. Below is a summary of potential firms:

| | |
|---|---|
| **Companies notified via MITN** | 333 |
| Troy Companies notified via MITN | 8 |
| Troy Companies - Active email Notification | 8 |
| Troy Companies - Active Free | 0 |
| **Companies that viewed the bid** | 9 |
| Troy Companies that viewed the bid | 0 |

***MITN*** *provides a resourceful online platform to streamline the procurement process, reduce costs, and make it easier and more transparent for vendors to do business with the City of Troy.*
**Active MITN** members with a current membership and paying annual dues receive automatic electronic notification which allows instant access to Bids, RFPS and Quote opportunities with the City.
**Active MITN *non-paying*** members are responsible to monitor and check the MITN website for opportunities to do business with the City.
**Inactive MITN** member status can occur when a company does not renew their account upon expiration. Inactive members cannot be notified of solicitations or access any bid information.

**Purchasing (continued)**

- One (1) Proposal response was received as detailed:
  The Leadership Group LLC Walled Lake, MI

- *The Leadership Group LLC of Walled Lake, MI* understands the Scope of Services and Deliverables, and has the qualifications and experience to provide the services as required and is therefore in the best interest of the City being recommended. The proposal response from *The Leadership Group* is attached to this memo.

**Financial**

Funds are available in the General Fund – City Manager's Department for the 2022 fiscal year.

**Recommendation**

City management recommends, that in the best interest of the City, to award a contract to The Leadership Group LLC for Retreat Facilitator Services as detailed in the attached proposal and bid tabulation for a not to exceed amount of $20,250.

ACORD®

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/25/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Valley Forge Insurance Brokerage
One Bala Plaza, Suite 100
Bala Cynwyd, Pa 19004

CONTACT NAME: Caitlin Magdalinski
PHONE (A/C, No, Ext): 6106177704 FAX (A/C, No):
E-MAIL ADDRESS: caitlin.magdalinski@vfib.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Philadelphia Indemnity Insurance Company | 18058 |
| INSURER B : Hartford Fire Insurance Company | 19682 |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED
The Leadership Group
14225 Southgate Drive
Sterling Heights, MI 48313

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| B | COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY PRO-JECT LOC<br>OTHER: | | | 39 SBA KL5661 | 6/1/2021 | 6/1/2022 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 300,000<br>$ 10,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000<br>$ |
| B | AUTOMOBILE LIABILITY<br>ANY AUTO<br>OWNED AUTOS ONLY<br>[X] HIRED AUTOS ONLY<br>SCHEDULED AUTOS<br>[X] NON-OWNED AUTOS ONLY | | | 39 SBA KL5661 | 6/1/2021 | 6/1/2022 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$<br>$ |
| | UMBRELLA LIAB OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$<br>$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | | | | PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$<br>$<br>$ |
| A | Misc Professional Liability | | | PHSD1632434 | 7/8/2021 | 7/8/2022 | Each Occurrence<br>Annual Aggregate | $1,000,000<br>$2,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Troy is added as an additional insured with respects to general liability and hired and non-owned auto liability.

CERTIFICATE HOLDER

City of Troy
500 West Big Beaver
Troy, MI 48084

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Shamora Lowe

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# HIRED AUTO AND NON-OWNED AUTO

This endorsement modifies insurance provided under the following:

**BUSINESS LIABILITY COVERAGE FORM**

This coverage is subject to all provisions in the **BUSINESS LIABILITY COVERAGE FORM** not expressly modified herein:

**A. Amended Coverage:**

Coverage is extended to "bodily injury" and "property damage" arising out of the use of a "hired auto" and "non-owned auto".

**B. Paragraph B. EXCLUSIONS** is amended as follows:

1. Exclusion **g. Aircraft, Auto or Watercraft** does not apply to a "hired auto" or a "non-owned auto".
2. Exclusion **e. Employers Liability** does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract".
3. Exclusion **f. Pollution** is replaced by the following:

   "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

   **a.** That are, or that are contained in any property that is:

   **(1)** Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto";

   **(2)** Otherwise in the course of transit by or on behalf of the "insured"; or

   **(3)** Being stored, disposed of, treated or processed in or upon the covered "auto".

   **b.** Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

   **c.** After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

   Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

   **(1)** The "pollutants" escape, seep, migrate, or are discharged or released directly from an "auto" part designed by its manufacturer to hold, store, receive, or dispose of such "pollutants"; and

   **(2)** The "bodily injury" and "property damage" does not arise out of the operation of any equipment listed in paragraphs **15.b.** and **15.c.** of the definition of "mobile equipment".

   Paragraphs **b.** and **c.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

   **(1)** The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and



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(2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage as a result of the maintenance or use of a covered "auto".

4. With respect to this coverage, the following additional exclusions apply:

a. **Fellow employee**

Coverage does not apply to "bodily injury" to any fellow "employee" of the "insured" arising out of the operation of an "auto" owned by the "insured" in the course of the fellow "employee's" employment.

b. **Care, custody or control**

Coverage does not apply to "property damage" involving property owned or transported by the "insured" or in the "insured's" care, custody or control.

C. With respect to "hired auto" and "non-owned auto" coverage, Paragraph **C. WHO IS AN INSURED** is deleted and replaced by the following:

The following are "insureds":

a. You.

b. Your "employee" while using with your permission:

(1) An "auto" you hire or borrow; or

(2) An "auto" you don't own, hire or borrow in your business or personal affairs; or

(3) An "auto" hired or rented by your "employee" on your behalf and at your direction.

c. Anyone else while using a "hired auto" or "non-owned auto" with your permission except:

(1) The owner or anyone else from whom you hire or borrow an "auto".

(2) Someone using an auto while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.

(3) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from an "auto".

(4) A partner (if you are a partnership), or a member (if you are a limited liability company) for an "auto" owned by him or her or a member of his or her household.

d. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

D. With respect to the operation of a "hired auto" and "non-owned auto", the following additional conditions apply:

1. **OTHER INSURANCE**

a. Except for any liability assumed under an "insured contract" the insurance provided by this Coverage Form is excess over any other collectible insurance.

However, if your business is the selling, servicing, repairing, parking or storage of "autos", the insurance provided by this endorsement is primary when covered "bodily injury" or "property damage" arises out of the operation of a customer's "auto" by you or your "employee".

b. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

2. **TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US**

If the Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

E. The following definitions are added:

G. **LIABILITY AND MEDICAL EXPENSES DEFINITIONS**:

1. "Hired auto" means any "auto" you lease, hire, rent or borrow. This does not include any auto you lease, hire, rent or borrow from any of your "employees", your partners (if you are a partnership), members (if you are a limited liability company),

or your "executive officers" or members of their households.

This does not include a long-term leased "auto" that you insure as an owned "auto" under any other auto liability insurance policy or a temporary substitute for an "auto" you own that is out of service because of its breakdown, repair, servicing or destruction.

**2.** "Non-owned auto " means any "auto" you do not own, lease, hire, rent or borrow which is used in connection with your business. This includes:

**a.** "Autos" owned by your "employees" your partners (if you are a partnership), members (if you are a limited liability company), or your "executive officers", or members of their households, but only while used in your business or your personal affairs.

**b.** Customer's "auto" that is in your care, custody or control for service.

2. **Applicable To Medical Expenses Coverage**

   We will not pay expenses for "bodily injury":

   a. **Any Insured**
   To any insured, except "volunteer workers".

   b. **Hired Person**

   To a person hired to do work for or on behalf of any insured or a tenant of any insured.

   c. **Injury On Normally Occupied Premises**

   To a person injured on that part of premises you own or rent that the person normally occupies.

   d. **Workers' Compensation And Similar Laws**

   To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

   e. **Athletics Activities**

   To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

   f. **Products-Completed Operations Hazard**

   Included with the "products-completed operations hazard".

   g. **Business Liability Exclusions**

   Excluded under Business Liability Coverage.

## C. WHO IS AN INSURED

1. If you are designated in the Declarations as:

   a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

   b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

   c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

   d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

   e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

   a. **Employees And Volunteer Workers**

   Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

   However, none of these "employees" or "volunteer workers" are insureds for:

   **(1)** "Bodily injury" or "personal and advertising injury":

   **(a)** To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

   **(b)** To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

   **(c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or

   **(d)** Arising out of his or her providing or failing to provide professional health care services.

   If you are not in the business of providing professional health care services, Paragraph **(d)** does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

   **(2)** "Property damage" to property:

   **(a)** Owned, occupied or used by,

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. **Real Estate Manager**

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. **Temporary Custodians Of Your Property**

Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. **Legal Representative If You Die**

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. **Unnamed Subsidiary**

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. **Newly Acquired Or Formed Organization**

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

(1) "Bodily injury" or "property damage" that occurred; or

(2) "Personal and advertising injury" arising out of an offense committed

before you acquired or formed the organization.

4. **Operator Of Mobile Equipment**

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person driving the equipment; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. **Operator of Nonowned Watercraft**

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. **Additional Insureds When Required By Written Contract, Written Agreement Or Permit**

The person(s) or organization(s) identified in Paragraphs **a.** through **f.** below are additional insureds when you have agreed, in a written

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section **F.** – Optional Additional Insured Coverages.

**a. Vendors**

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

**(1)** The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

**(a)** "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

**(b)** Any express warranty unauthorized by you;

**(c)** Any physical or chemical change in the product made intentionally by the vendor;

**(d)** Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

**(e)** Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

**(f)** Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

**(g)** Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

**(h)** "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

**(i)** The exceptions contained in Subparagraphs **(d)** or **(f)**; or

**(ii)** Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

**(2)** This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

**b. Lessors Of Equipment**

**(1)** Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

**c. Lessors Of Land Or Premises**

(1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or

(b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

**d. Architects, Engineers Or Surveyors**

(1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In connection with your premises; or

(b) In the performance of your ongoing operations performed by you or on your behalf.

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

**e. Permits Issued By State Or Political Subdivisions**

(1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

**f. Any Other Party**

(1) Any other person or organization who is not an insured under Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In the performance of your ongoing operations;

(b) In connection with your premises owned by or rented to you; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if

(i) The written contract or written agreement requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

# COMMON POLICY CONDITIONS

All coverages of this policy are subject to the following conditions.

**A. Cancellation**

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
   - **a.** 5 days before the effective date of cancellation if any one of the following conditions exists at any building that is Covered Property in this policy:
     - **(1)** The building has been vacant or unoccupied 60 or more consecutive days. This does not apply to:
       - **(a)** Seasonal unoccupancy; or
       - **(b)** Buildings in the course of construction, renovation or addition.

       Buildings with 65% or more of the rental units or floor area vacant or unoccupied are considered unoccupied under this provision.
     - **(2)** After damage by a Covered Cause of Loss, permanent repairs to the building:
       - **(a)** Have not started; and
       - **(b)** Have not been contracted for,

       within 30 days of initial payment of loss.
     - **(3)** The building has:
       - **(a)** An outstanding order to vacate;
       - **(b)** An outstanding demolition order; or
       - **(c)** Been declared unsafe by governmental authority.
     - **(4)** Fixed and salvageable items have been or are being removed from the building and are not being replaced. This does not apply to such removal that is necessary or incidental to any renovation or remodeling.
     - **(5)** Failure to:
       - **(a)** Furnish necessary heat, water, sewer service or electricity for 30 consecutive days or more, except during a period of seasonal unoccupancy; or
       - **(b)** Pay property taxes that are owing and have been outstanding for more than one year following the date due, except that this provision will not apply where you are in a bona fide dispute with the taxing authority regarding payment of such taxes.
   - **b.** 10 days before the effective date of cancellation if we cancel for nonpayment of premium.
   - **c.** 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is canceled, we will send the first Named Insured any premium refund due. Such refund will be pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.
7. If the first Named Insured cancels this policy, we will retain no less than $100 of the premium.

**B. Changes**

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.



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**C. Concealment, Misrepresentation Or Fraud**

This policy is void in any case of fraud by you as it relates to this policy at any time. It is also void if you or any other insured, at any time, intentionally conceal or misrepresent a material fact concerning:

1. This policy;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this policy.

**D. Examination Of Your Books And Records**

We may examine and audit your books and records as they relate to the policy at any time during the policy period and up to three years afterward.

**E. Inspections And Surveys**

We have the right but are not obligated to:

1. Make inspections and surveys at any time;
2. Give you reports on the conditions we find; and
3. Recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of any person. And we do not represent or warrant that conditions:

1. Are safe or healthful; or
2. Comply with laws, regulations, codes or standards.

This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

**F. Insurance Under Two Or More Coverages**

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

**G. Liberalization**

If we adopt any revision that would broaden the coverage under this policy without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this policy.

**H. Other Insurance - Property Coverage**

If there is other insurance covering the same loss or damage, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

**I. Premiums**

1. The first Named Insured shown in the Declarations:
   a. Is responsible for the payment of all premiums; and
   b. Will be the payee for any return premiums we pay.
2. The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. If applicable, on each renewal, continuation or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.
3. With our consent, you may continue this policy in force by paying a continuation premium for each successive one-year period. The premium must be:
   a. Paid to us prior to the anniversary date; and
   b. Determined in accordance with Paragraph **2.** above.

   Our forms then in effect will apply. If you do not pay the continuation premium, this policy will expire on the first anniversary date that we have not received the premium.
4. Changes in exposures or changes in your business operation, acquisition or use of locations that are not shown in the Declarations may occur during the policy period. If so, we may require an additional premium. That premium will be determined in accordance with our rates and rules then in effect.

**J. Transfer Of Rights Of Recovery Against Others To Us**

Applicable to Property Coverage:

If any person or organization to or for whom we make payment under this policy has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

1. Prior to a loss to your Covered Property.
2. After a loss to your Covered Property only if, at time of loss, that party is one of the following:
   a. Someone insured by this insurance;
   b. A business firm:
      (1) Owned or controlled by you; or
      (2) That owns or controls you; or

c. Your tenant.

You may also accept the usual bills of lading or shipping receipts limiting the liability of carriers.

This will not restrict your insurance.

**K. Transfer Of Your Rights And Duties Under This Policy**

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

**L. Premium Audit**

a. We will compute all premiums for this policy in accordance with our rules and rates.

b. The premium amount shown in the Declarations is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Any additional premium found to be due as a result of the audit are due and payable on notice to the first Named Insured. If the deposit premium paid for the policy term is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must maintain all records related to the coverage provided by this policy and necessary to finalize the premium audit, and send us copies of the same upon our request.

Our President and Secretary have signed this policy. Where required by law, the Declarations page has also been countersigned by our duly authorized representative.

Lisa Levin, Secretary

Douglas Elliot, President