

Consulting Agreement

This Agreement is between the Change and Innovation Agency, LLC (“Consultant”) and the City of Peoria (“Client”), effective on August 15th 2018.

This statement of work is not binding or enforceable until signed by both City and Consultant.

Prepared for: City of Peoria, Illinois	Submitted by: Brian Elms Consulting Partner Change and Innovation Agency, LLC
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1. Scope of Work

The Client seeks to further advance its innovation and performance initiatives by utilizing the Consultant’s proven innovation and performance improvement methodology designed specifically for city governments. The curriculum is largely modeled after Denver’s Innovation Academy, which Brian Elms, Consulting Partner at Change and Innovation Agency, co-founded and led to \$25 million in savings for the City and County of Denver (13,000+ FTEs).

The Innovation Academy approach is a proven technique that draws on industry best practices, leverages process improvement, and empowers employees to make meaningful and impactful change throughout the city.

In an effort to spread the innovation mindset in the City of Peoria, City leaders would like their own team members to gain experience in creating an innovation curriculum, facilitating innovation and performance improvement projects, and delivering workshops. In addition, City leadership wants to learn more about how Denver developed, supports, and sustains the Innovation Academy to drive measurable improvements and efficiencies throughout City government.

Task A. Innovation Academy Training: \$30,000

Consultant will conduct one, on site, hands-on, intensive training workshop over a consecutive three day period from Tuesday October 2nd through Thursday October 4th 2018 for up to 25 Client employees. This Innovation Academy Training will develop employee skills in the innovation tools and methodologies utilized by cities around the country.

During the Innovation Academy Training, Client employees will:

1. Learn techniques on how to see problems in their work space and techniques to solve those problems. The tools will focus on the innovation methodology, “See It, Say It, Solve It.” Each session will accommodate no more than 25 individuals.

2. Explore how to deliver value to the customer on demand and without waste. The Change Agents will focus on the understanding of delivering meaningful services to the customer by helping employees identify their customers in each part of a process.
3. Learn five skills to See a problem and five skills to Solve a problem
4. Discuss the widgets (services) each team makes in their workplace and help them understand where value is captured.

Upon completion of the Innovation Academy Training attendees will leave with both the tools and a new-found confidence that will energize and empower them to begin innovating and seeking opportunities for performance improvement in their jobs and throughout the City.

Task B. Expert Consultation: \$10,000

Immediately following the Innovation Academy Training, Consultant will provide the Client with professional counsel in change management, innovation, and process improvement to help:

- + Facilitate its change initiatives
- + Identify ideas and best practices
- + Support employees and leadership with counsel and expertise in changing programs
- + Help Client transition leadership and staff in an enhanced direction.

The Consultant's Innovation Practice Lead, Brian Elms, will serve as the primary consultant to the Client during the Agreement period. Brian has more than 15 years of experience working with state and municipal governments. Prior to joining CIA, he co-founded the Denver PEAK Academy, a nationally recognized, employee-led process improvement program that has generated approximately \$25 million in savings for the City and County of Denver, Colorado. Brian has also developed process improvement workshops and mentor programs for governments. He is certified in Lean, Six Sigma, and change management and has published a book on the topic of innovation and process improvement in government (Peak Performance, Governing Books, 2016). He is an AmeriCorps alumni, former Policy Director for the Pennsylvania Department of Aging, Legislative Specialist for AARP, and Government Relations Director for Denver International Airport.

Through this Agreement, Consultant will be available to provide counsel by email and phone. The proposed consulting fee can also accommodate several two (2) trips to the Client headquarters or other locations for in-person meetings and brainstorming activities.

2. Cost

Fee Schedule:

Delivery of three (3) day Innovation Academy Training: \$30,000

Delivery of Expert Consultation: \$10,000

Additional Project Expenses:

Travel Expenses for any travel requested by the Client beyond the scope provided for the Innovation Academy Training and Expert Consultation activities – including transportation, hotel and GSA per diem – to be reimbursed in an amount not-to-exceed \$1,500.

3. Timeline

Innovation Academy Training - October 2nd, 3rd and 4th 2018

Expert Consultation On-Site Sessions – November 1st and December 6th 2018

This Agreement ends December 31, 2018.

4. Payment Schedule

Brian Elms will invoice the City once for the full amount of the engagement upon completion of all requested phases, deliverables and trainings.

5. Responsibilities

Consultant will provide any digital presentation materials. For all presentations, Client will provide complete a/v equipment set up, including screen, projector, and laptop suitable for projecting any digital presentation materials. Client shall also provide printed and writing materials to supplement the training and consultation sessions at the Client's expense.

6. Consultant

Subject to the terms and conditions of this Agreement, Client hereby engages Consultant as an independent consultant to perform the services set forth herein, and the Consultant hereby accepts such engagement.

7. Independent Contractor

This Agreement shall not render Consultant an employee, partner, agent of, or joint venturer with Client for any purpose. Consultant is and will remain an independent consultant in its relationship to Company. Company shall not be responsible for withholding taxes with respect to Consultant's compensation hereunder. Consultant shall have no claim against Client hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

8. Termination, Modification or Amendment

This agreement may be terminated, modified or amended at any time with the mutual consent of both parties in writing.

9. Human Rights Act

This Agreement will be subject to and governed by the rules and regulations of the Illinois Human Rights Act 775ILCS5/1-101 et seq. and as amended. And the provision of Chapter 775 of the Illinois Compiled Statutes 5/2-105 on Sexual Harassment policies.

10. Affirmative Action Requirements

Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual harassment, ancestry, national origin, place of birth, age or a physical or mental handicap which would not interfere with the efficient performance of the job in question. Consultant will take affirmative action to comply with the provision of this division and will require any subcontractor to submit to the City of Peoria written commitment to comply with this division. The Consultant will distribute copies of this commitment to all persons who participate in recruitment, screening, referral and selection of job applicants, prospective job applicants, member or prospective subcontractors.

- i. Consultant agrees that the provision of Division 4 of Article III of Chapter 17 of the Code of the City of Peoria is hereby incorporated by reference, as if set out verbatim.

11. Choice of Law

The laws of the state of Illinois shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the parties hereto.

12. Unenforceability of Provisions: If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

13. Legal Discussion

As experts in the field of Government performance and innovation, Change and Innovation Agency request the following be place in our contracts. Brian Elms, Ken Miller, Bill Bott and Susanne Crawford are authors of original works and require several IP and Confidentiality agreements. See below:

1. CONFIDENTIALITY

Any confidential information provided to CONSULTANT from CLIENT shall be kept confidential and shall not be made available to any individual or organization by CONSULTANT without the prior written approval of CLIENT. CLIENT also agrees that during CONSULTANT's performance of this Agreement, CONSULTANT may disclose Confidential Information to CLIENT. Confidential Information provided by CONSULTANT to CLIENT will include written materials, proprietary methodologies, project management and other tools, deliverable examples, procedures, processes, protocols, routines, business methods, techniques, solution models, templates, general purpose consulting and software tools, utilities and routines, end-user materials, formulas, algorithms, techniques, security procedures, designs, concepts, inventions, source or object codes, developments, programs and databases. CLIENT will exercise all reasonable care to preserve and protect the CONSULTANT's Confidential Information from an unauthorized access, use, disclosure or theft. For purposes of this Agreement, "reasonable care" shall be at least the same level of care and discretion that is used by the receiving party to protect the trade secrets or other Confidential Information of the receiving party.

2a. INTELLECTUAL PROPERTY

It is hereby understood that this Agreement reflects a contractual relationship. CLIENT owns all rights to title and interest in material that it provides to CONSULTANT, if any, to carry out the Work under this Agreement, including but not limited to content, graphics and other visuals, music, photos, design elements, source code, and other work that has gone into the creation of and desired use of the Work. All materials

developed by CONSULTANT for the Work under the Agreement shall be made available to CLIENT for the training and only for CLIENT's use internally for further internal CLIENT's trainings, but CLIENT agrees that CLIENT will not reproduce in any way or save any materials developed by CONSULTANT under this Agreement without CONSULTANT's written permission. CLIENT further has no right or license to use or disclose materials from the training except as otherwise allowed in this Agreement. Notwithstanding the aforementioned provisions, CONSULTANT shall retain ownership of its preexisting work, materials and proprietary technologies ("CONSULTANT Property"). CONSULTANT Property may include written works, proprietary methodologies, project management and other tools, deliverable examples, procedures, processes, business methods, techniques, solution modules, templates and general purpose consulting and software tools. In addition, CONTRACTOR retains full ownership of the written materials from the training.

2b. WORK PRODUCT; OWNERSHIP

The CONTRACTOR will submit its work product to the CLIENT in accordance with the terms of the Scope of Work. Any and all work product submitted by the CONTRACTOR to the CLIENT as part of the CONTRACTOR's performance of the Scope of Work will be the exclusive property of CONTRACTOR, provided, however, that the CONTRACTOR hereby grants to the CLIENT a permanent, irrevocable license to use and reproduce copies of the CONTRACTOR's work product for the CLIENT'S internal use with CLIENT's employees. The CLIENT's license does not allow disclosure by the CLIENT beyond that expressly referenced herein and no sale of the work product by the CLIENT.

7. Contact Information

Client	Anthony Corso acorso@peoriagov.org 309.494.8561
Consultant	Brian Elms belms@changeagents.info 303-619-7353

EACH PARTY HAS CAUSED ITS DULY AUTHORIZED REPRESENTATIVE TO SIGN THIS AGREEMENT AS OF THE EFFECTIVE DATE.

City of Peoria (Client)

Change and Innovation Agency, LLC (Consultant)

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(print)

Name: _____
(print)