An Introduction to Sherry L. Lund Associates
ORGANIZATIONAL DEVELOPMENT CONSULTING SERVICES

Sherry L. Lund Associates provides highly leveraged, innovative, and results-oriented solutions that are customized to your unique needs. We are committed to client-centered customer service and developing enjoyable and long-term working relationships with our clients.

→ We are systems consultants.
→ We customize solutions to your unique needs.
→ We are committed to the highest ethical standards.
→ We have a pragmatic and realistic approach to workplace issues.

We:
• Help organizations to become nimble, streamlined, and responsive.
• Help intact, cross-functional, global, and newly merged teams to speed up the process of working together effectively and achieving their objectives.
• Help managers and individuals to make their highest level contribution.

On the following pages, you will find more detailed descriptions of how we can help you and your organization in each of these areas:

• Strategic Planning
• Organizational Transition and Change
• Executive Performance Evaluation and Executive Coaching
• Assessment
• Reengineering/Work Redesign/Organizational Design
• The Myers-Briggs Type Indicator (MBTI)
• Joint Development/Mergers/Acquisitions
• Team Development
• Customer/Client Satisfaction Strategy

For the best leverage of your time and dollars and the greatest impact on results, we link and integrate our work with the functional tools and systems you have in place now.
ORGANIZATIONAL DEVELOPMENT CONSULTING

Strategic Planning, Facilitation, Meeting and Retreat Planning

A quality strategic plan is more than long-range visioning and forecasting. It goes beyond merely predicting the future—it enables us to actually influence our future. We provide consulting on strategic plan development through all phases: assessment and design, process facilitation, and integration of the plan into goal-setting and budgeting.

Our process:
- **Saves time and money.** A quality plan assures that limited human and financial resources are targeted in those areas which have the greatest impact on our future.
- **Provides focus, clarity and alignment.** Managers, Councils/Boards, and employees work together more effectively and efficiently because they are moving in the same direction.
- **Is crisp, actionable and realistic.** Generating too much volume leads to inaction.

We work with clients by:
- Providing **consulting through the entire planning process**—assessment, design and facilitation of all meetings, process integration, and tracking results.
- **Designing a process that optimizes results within the client's culture, time and cost constraints and expectations.**
- **Integrating the plan** with organizational goal-setting and budgeting cycles.
- **Making the process enjoyable** along the way.

Organizational Transition and Change

Organizations are increasingly confronted with how to bring about **major change with the least disruption** to productivity and morale. We support organizations dealing with the following challenges: **mergers; acquisitions; joint development initiatives; rapid growth; downsizing; reorganizing; work redesign; introduction of new technology; or changing your corporate culture.** We can provide you with any or all of the following types of support:
- Assessing **culture fit issues**
- Retaining **employees** during mergers, acquisitions, and management changes
- Formulating an effective **change and transition management plan**
- Overcoming resistance to change
- Developing a plan for **communicating change** to employees and customers—content, timing, and specific audiences
- Coaching managers, transition team members, and HR staff
- Facilitating small- and large-group sessions to **renew energy and commitment** and **refocus work objectives**; and,

**Designed change** can help keep organizations change-ready, retain intellectual capital, cut down on productivity loss, and minimize the costs of making major changes.

Sherry L. Lund Associates (650) 854-0540 sherrylund@aol.com
Executive Performance Evaluation and Executive Coaching

We work with Boards and City Councils to design and facilitate executive assessment. Processes frequently include collecting and collating data, facilitating performance discussions and presentation of reviews. We have often also designed going-forward processes that are prospective, simple tools that provide quality measurements, and systems for tracking performance and providing feedback throughout the year.

We also frequently coach executives and managers individually. Clients typically come to us as a result of one of the following situations:

- A high performing executive/manager wants to increase effectiveness, strengthen skills, and/or fast track preparation for running an organization;
- An executive or manager with a strong technical background wants individual coaching to fill in gaps of knowledge in management, organizational structure, change management, communications, etc.
- An executive or manager is stalled in his/her career and wants to overcome the barriers to career advancement;
- An individual wants to reassess his/her career path and consider other options;
- An individual is on a performance plan and needs individual support to succeed in his/her current position.

A customized plan, goals, and success factors are developed to match the unique needs of each client. We use a variety of assessment tools as part of the process. Active coaching and progress reviews are done in person and by telephone, typically over a period of 3-6 months. Clients have specific assignments to complete between coaching sessions. Ask us for a package and quote tailored for your specific needs.

Assessment

A lot of time, energy, and resources can be misspent on addressing symptomatic issues. Our assessment expertise allows us to identify underlying problems and their causes and to throw light on the subtle factors at work in a situation. We add value to the diagnostic process by:

- Drawing people out in a private setting, helping them to open up, and allowing them to fully articulate their concerns and relevant information;
- Separating major issues from lesser issues and system noise;
- Focusing on what’s working (build on strengths) as well as improvements;
- Providing a skilled, professional, “outside” view of the situation.
- Evaluating the consequences of action alternatives on the total system in order to achieve more impactful and lasting results in your organization.

We report group themes, maintaining the anonymity of individual feedback. We also make recommendations, and help you formulate action plans and communication plans.

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Reengineering/Work Redesign/Reorganization

Changes in customers, technology, competition, and the external environment all may call for a new paradigm for doing business. Organizations often reach a point where evolution and fine-tuning no longer meet the challenges of today and tomorrow.

We are experts in reengineering, work redesign, and reorganizations. Many consulting firms do an excellent job on the intellectual design process; but they often leave the work force in ashes. The resulting chaos and uncertainty affects all, causes top performers to leave, and leaves others disoriented and unmotivated.

Our strength in reengineering, work redesign, and reorganization is the result of our expertise in change and transition management and our ability to integrate human factors into work and structural design. Areas often overlooked that we excel in include:

- Treating employees with respect during the change process
- Maintaining a positive work environment
- Communicating ethically and often through a clear plan
- Maintaining positive customer relationships
- Helping employees deal constructively with the difficult changes that are necessary for staying competitive and producing results

The Myers-Briggs Type Indicator

We are experts in the use of the Myers-Briggs Type Indicator (MBTI). The MBTI is the most widely-used instrument for executive and management development. It is invaluable for helping managers and team members understand their own interaction and decision-making styles, understand others’ different styles, and appreciate the value of the differences. This tool has been used successfully in multicultural and multinational settings. With 70 years of research behind it, the MBTI is a powerful and enjoyable mechanism for building effective work relationships in intact or cross-functional teams or with customers. Our publisher is Consulting Psychologists Press, publisher of the MBTI.

Joint Development Initiatives, Mergers & Acquisitions

We help JD and M&A teams get off to a fast, positive start. You’ve already identified the value drivers in the JD deal. Our "Doing What Matters" process makes sure that the organizational elements and processes are lined up for success from the beginning. Once these initiatives are well underway, the sheer volume of demands on everyone's time makes it harder and harder to figure out what to do and to get the right processes and tools in place. We provide assessment, a fast launch process to help you focus on “Doing What Matters,” change and transition management, and meeting design/facilitation services to help you be successful.

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Team Development

We provide team development for intact work groups, cross-functional teams, executive teams, and business process re-engineering initiatives. We have particular expertise in working with multi-national teams, and teams operating across multiple sites and broad geographies (both functional and cross-functional).

Our overall approach to team development is focused on addressing business issues, creating commitment, and improving interpersonal relationships.

- **Business solutions.** Teams improve their ability to work collaboratively while they address business issues.
- **Commitment.** We use a carefully structured process that helps teams identify their blocks to productivity and create solutions to which they're committed.
- **Improved relationships.** We recognize that business demands and pace create ripe environments for conflict. Our approach helps team members work through the inevitable conflicts in a constructive manner. We help surface issues in an open and supportive atmosphere, focus on the critical work elements, and help negotiate differences for lasting improved relationships.

We are known for our expertise in using the Myers-Briggs Type Indicator (MBTI). The MBTI is used widely in business to help team members both more fully appreciate each other's unique strengths and capitalize on individual differences (rather than let these become obstacles).

Customer/Client Satisfaction

We work with you to develop a unified system-wide strategy to make you an industry leader in both Web-based or traditional commerce. We help you to:

1) **Assess customer satisfaction** through customized
   - Individual interviews;
   - Focus groups;
   - Design of survey instruments; and
   - Product or service sampling.

2) **Develop clear action plans** based on customer feedback.

3) **Implement action plans** in your organization; e.g.,
   - Redesign weak service links;
   - Building on the elements that are working well;
   - Streamline customer processes;
   - Resolve blocks in the supply chain or in cross-functional interfaces that may be hindering customer satisfaction.

Depending on your need, consulting services can take the form of a single simple intervention or a major multi-year process.

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SHERRY L. LUND

Sherry L. Lund is a management consultant, author, and speaker whose clients are located throughout the U.S., Canada, Europe, the Middle East, and Asia. Sherry L. Lund Associates, based in Portola Valley, California, provides management consulting services in the areas of multinational and domestic team development, strategic planning and alignment, change and transition management, executive performance and coaching and process re-engineering.

Sherry brings to her work a broad background in the public and private sector, working with high technology, health care, biotechnology, financial services as well as Cities, Counties, major universities, and foundations. She is a superior executive coach and facilitator of organizational change who is known for her business acumen, her clear thinking, her good humor, and her ability to balance strategy and vision with practical realities. Her clients rely on her knowledge of and sensitivity to people of diverse styles and cultures. She is an expert in the use of the Myers-Briggs Type Indicator.

Sherry has previously served as an Advisory Board member for Santa Clara County's Organizational and Staff Development Department. She has also been an Advisor to Santa Clara University's Executive Development Center of the Leavey School of Business.

Sherry holds a B.A. in Communication and Theatre Education from the University of Colorado, Boulder and an M.A. in Communication (organizational, interpersonal emphasis) from the University of Colorado, Denver. Her master's thesis research focused on interpersonal behavior of physicians. She is a national and local member of the Organizational Development Network, and the Association for Psychological Type, a former Board member of the Bay Area Association for Psychological Type, and has been featured on Oprah about the MBTI. She is the co-author of Making It In Today's Organizations: Career Enrichment, Career Advancement and Career Transition, published in 2000 by Consulting Psychologists Press.

REPRESENTATIVE CLIENT LIST

Acco Brands
Alameda Co. Public Health Department
Apple Computer
Charles Schwab Corporation
City of Dublin
City of Santa Rosa
County of Riverside
Driscoll's
The Gap, Inc.
Hewlett-Packard Company
Icarian
Jurika-Voyles, Inc.
Lluminari (Nancy Snyderman, Susan Love, M.D.'s)
Northern Telecom
Quantum
S. H. Cowell Foundation Board
Seagate
Summit Medical Center
Trimble Navigation, Inc.
Viacom

Alameda Co. Emergency Medical Systems
American Electronics Association
Carnegie Mellon University - Provost
Cisco Systems
City of Fremont
County of Santa Cruz
Dazel Corporation
Fox & Carskadon
Genelabs, Inc.
Hospice of Bend-LaPine
Intel Corporation
Levi Strauss & Co.
Nellcor, Inc.
Pro-Duct (Susan Love, M.D.)
San Joaquin County Medical Center
Santa Clara Valley Water District
Sony Computer Entertainment
Sun Microsystems
University of California
Wells Fargo Nikko Investment Advisors

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Some Examples of Client Engagements and Results . . .

- Developing strategic and operational plans that provide clarity and focus.
- Redesigning work, organizations, and systems to provide better service, to streamline and integrate processes, and to reduce costs.
- Supporting joint development initiatives, mergers, acquisitions, and divestitures.
- Designing and facilitating an international conference.
- Speeding up and improving teamwork; helping teams embrace changes in management and/or membership while increasing productivity.
- Helping sales teams achieve a competitive edge through improved account relationships and intra-team collaboration.
- Using customer and employee feedback to achieve measurable service increases.
- Coaching executives for improved performance and professional development/advancement

We provide a broad range of organizational consulting services: work and business process redesign, assessment, mergers and acquisitions, change and transition management, facilitation, customer satisfaction strategy, and strategic and project planning--all in a systems consulting framework. We help our clients achieve a competitive advantage by developing practical customized solutions to business problems. We are systems consultants who focus on long-term solutions that are highly tailored to your needs. If we can support you and your goals, please let us know. We’d be happy to meet with you and talk in more detail about your objectives.

Following are a few examples of ways in which we’ve served our clients:

**Developing strategic and operational plans that provide clarity and focus.**

- **Strategic Planning consulting** for several California cities. Consulted on plan and process design, facilitation of major meetings, served as consultant to City Manager and Strategic Task Force, made City Council presentation/facilitation resulting in a 15-year strategic plans that had stakeholder buy-in and was well-integrated into the goal-setting and budgeting planning processes.

- **Strategic Planning consulting** for a financial services organization. Designed a tailored planning process, facilitated key meetings of staff and Board of Directors resulting in a plan that staff could be excited about and implement, and a Board that applauded the plan’s integration into business systems and employee objectives.
• Strategic and product plan development for a high tech R&D team. Conducted an assessment of past processes and usable tools, debrief recommendations, designed and facilitated meetings that resulted in exceeding client expectations for the plan results and process.

• Strategic planning process for a legal litigation firm. Conducted an assessment, debriefed recommendations, designed and facilitated meetings with partners. Resulted in a well-integrated plan, a new business model, and improved marketing approach, and more clearly defined decision-making.

• Strategic Plan development for a major multi-site medical center that gained the alignment and support of the Board of Trustees, staff, physicians, and labor.

• Strategic Plan, organizational design, and plan implementation consulting to a public health care agency undergoing major culture and service shifts. As a result, the agency moved from providing population-based services to community-based services, initiating public/private partnerships, changing the funding base, and redesigning the organization. Plan development, facilitation of strategic and operational meetings, and ongoing consulting.

**Speeding up and improving teamwork; helping teams embrace changes in management and/or membership while increasing productivity.**

• New Manager/New Team Fast Start consulting for a Vice President of a global high-tech firm who manages a 15,000 person, $4 billion segment of the organization. Design and facilitation of a similar process to speed up onboarding and teamwork for:
  - City Managers and several City department heads.
  - the VP of a large high-tech human resources group, which supports some 39,000 employees.
  - the CEO of a medical center with 2,000 employees.
  - the CEO of a high-tech start-up organization.
  - and numerous other CEOs and their executive teams and department managers and their staffs.

• Board development for a large, private foundation’s Directors, resulting in a Board succession plan, plus a more effective and efficient meeting process.

• Team development consulting with a variety of intact and cross-functional teams in a broad spectrum of industries. We specialize in addressing the unique challenges of groups who are split across domestic and international geographies or internal groups working cross-functionally. Some examples of team we have worked with include:
  - Teams that had conflicts due to personality issues and cultural issues, resulting in better use of time and greater job satisfaction;
  - Teams that functioned quite well, but wanted to maximize their performance, resulting in accelerated learning and performance;
  - Teams that had historically operated as silos, who needed to function as an integrated team, resulting in greater collaboration on integrated business goals and customer service.
  - Teams that were not achieving their results and wanted to ID the problems and course-correct, that resulted in action plans that produced results.

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• Consulting on a multidisciplinary City research and development initiative, combining Community Development, Redevelopment, and Housing. Results included leveraged impact of the three groups, streamlined processes, strengthened interfaces, and increased results for the community.

• Facilitation of project team leaders on a capital fund drive in quarterly meeting reviews over a one-year period that resulted in increased individual and team accountability and financial results.

Facilitating executive performance evaluation + Coaching executives for improved performance and professional development

• Facilitation of performance evaluations with City Managers, City Execs, Boards, and CEO’s. Collected and collated feedback comments and data, facilitate performance discussions and presentation of feedback. Assisted in setting performance objectives and developing simple and clear measurement tools and processes. Resulted in fair, professional performance assessment, clear agreements and goal-setting for the future, and enhanced ability to influence future performance.

• Coaching senior executives in the public and private sectors who want to increase their effectiveness and engage in tailored professional development. We will describe these engagements in clusters in order to preserve the anonymity of individual clients:

  ➢ A variety of executives in the public and private sectors who were stalled in their careers due to interpersonal difficulties, difficulty creating a vision and strategy, difficulty executing to the strategy, etc.
  ➢ A variety of executives who were identified as high performers with high leadership potential by their organizations who needed fast, personalized development in order to prepare for a promotion.
  ➢ CEO/Entrepreneurs of start-up companies who needed support on working with his/her staff and getting results in a small, fast-moving development environment.

In each of these situations, we developed an action plan with the client, and provided tailored, focused coaching to help those clients achieve their goals. We have worked with many clients in a variety of industries and organizations: high tech, health care, government, financial services, entertainment, fashion, and education, among others.

Redesigning work, organizations, and systems to provide better service, to streamline and integrate processes, and to reduce costs.

• Design and facilitation of a financial work redesign process for a Fortune 500 corporation. Designed a process and facilitated thirty participants from Europe, South America, Asia, and the U.S. in simplifying and integrating strategic planning, budgeting, capital expenditures, and systems requirements, streamlining paperwork and saving thousands of hours of time for over 2,000 managers worldwide.

• Design and facilitation of a project post-mortem process for a software development corporation, that resulted in faster TTS$ for future releases and an increased continuous learning environment.

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Design and facilitation of a reinvention strategy and launch process for a global services team of a major corporation. Met quarterly with top 20 global managers to define business opportunities, economic buyer/billing model, vision of people, processes, and services, operation principles, priorities, owners, action plan and communication plan. The result was cost savings to the corporation and alignment down and across the team of 5,000 employees worldwide in this group.

Design and facilitation of a comprehensive redesign of a county emergency medical system, that was the result of the collaboration of disparate groups – city managers, EMT’s, ambulance service companies, fire captains, unions, physicians, third party payors, and county EMT administrators. This work gained nationwide attention and an article co-authored with the client was featured in the "Futures" section of the 40th anniversary issue of the Journal of Emergency Medical Services.

Design and facilitation of a comprehensive capacity assessment process for a County public health department that provided the foundation for integration of 11 clinical and policy departments and improved service to clients and the community.

Design and facilitation of a streamlined planning and budget proposal process for the channel marketing organization of a Fortune 500 corporation resulting in time and cost savings for 30 managers, and improved working relationships with other department partners.

Representative/consultant for VP of HR on acquisition team in a major financial services organization. Provided consulting to acquisition team on change and culture issues. Kept VP of HR apprised on strategic and operational issues; made recommendations on change and employee integration process, resources, and priorities. Resulted in proper resourcing and project management for acquisition process, proactive avoidance of problems, employee retention, and a smoother transition for both organizations and their employees.

Consultation to General Manager and staff on a divestiture. Provided expertise on change management and employee retention. Coached GM, management/supervisory team, and individuals throughout divestiture and subsequent acquisition with another major organization. Resulted in reduced liability for the company, continued engagement of employees throughout the process, and successful outplacement of the entire workforce.

System-wide effectiveness audit of a joint development initiative between a major high tech corporation and a smaller partner. Presented findings and recommendations to management, and facilitated course correction plan, resulting in faster TTS, fewer surprises with negative impact, and improved communication between the partners.

Designing and facilitating an international conference.

Design and consulting for an international conference in Hong Kong attended by U.S. Fortune 500 corporations (1/3 of attendees), and major Asian corporations located in 12 Asian countries (2/3 of attendees). Provided consultation on intercultural issues with our associates from Hong Kong, Laos, and China. Also facilitated plenary sessions. Results were a high level of engagement and participation among attendees from diverse cultures with many languages, culturally-appropriate session design and facilitation, and very high evaluations from attendees.

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Helping sales teams achieve a competitive edge through improved account relationships and intra-team collaboration.

- Consulting on customer effectiveness with a high-tech marketing team. We helped them to understand their customer's profiles and showed them how to be more competitive.

- Consulting on internal sales teamwork with sales regions of another high-tech organization that resulted in an increase in teamwork effectiveness and their strengthened ability to serve the needs of diverse accounts.

Using customer and employee feedback to achieve measurable service increases.

- Design and implementation of a customer satisfaction survey for a Fortune 500 global high tech group over a 5-year period. This process was transferred to the client organization over a four-year period. Results included large improvements in all thirteen metrics, reduced risk in meeting product release targets, and significantly reduced TTS for the organization.

- Design and implementation of an employee satisfaction survey over a period of 3 years for a Fortune 500 global high tech organization, resulting in significant increases in employee retention, career development, and job satisfaction.

- Culture and employee satisfaction assessment interviews of all employees of a rapidly growing financial services company. Provided results and recommendations to the CEO and senior management team, and facilitated an action plan that resulted in the implementation of that plan, including related communications to employees.
PROFESSIONAL SERVICES CONTRACT  
($0 - $85,000)  
No. C08123238  

THIS AGREEMENT made and entered into on the 20th day of May 2008 [Date to be entered by City Purchasing]  
By and between the CITY OF PALO ALTO (hereinafter referred to as CITY), and:  
(Name) Sherry L. Lund Associates  
(Address) 247 La Cuesta Drive (City) Portola Valley  
(State) CA (Zip) 94028 (Phone) (650) 854-0540  
(hereinafter referred to as CONSULTANT). In consideration of their mutual covenants, the parties hereto agree as follows:  

1. SERVICES. CONSULTANT shall provide or furnish the Executive Performance Evaluation Services described in the Scope of Work, attached hereto as Exhibit A, and incorporated herein by this reference:  

2. EXHIBITS. The following attached exhibits are hereby made a part of this agreement:  

☑ “A” ☐ “B” ☐ “C” ☑ “D” ☐ “ ”  

CONTRACT IS NOT COMPLETE UNLESS ALL EXHIBITS ARE ATTACHED.  

3. TERM. The services provided under this agreement shall commence on May 20, 2008 and shall be completed before April 30, 2009.  

4. COMPENSATION. CITY shall pay CONSULTANT as compensation for the full performance of this Contract:  

☐ The total lump sum of ____________________________ dollars ($__________), payable within thirty (30) days after receipt of invoice; or  

☑ The sum of two hundred and fifty __________ dollars ($250.00) per hour, payable within thirty (30) days after receipt of invoice, not to exceed a total amount of twenty six thousand five hundred ____________________________ dollars ($26,500.00); or  

☐ A sum in accordance with the fee schedule set forth in Exhibit B, attached hereto and incorporated herein by this reference; not to exceed ____________________________ dollars ($__________), payable within thirty (30) days after receipt of invoice.  

5. INVOICING. Send all invoices to the CITY, Attention: Project Manager. The Project Manager is:  

Kelly Morariu __________, Dept.: Office of the City Manager  
Telephone: 650-329-2452  

ANY HOURS WORKED FOR WHICH PAYMENT WOULD RESULT IN A TOTAL EXCEEDING THE MAXIMUM AMOUNT OF COMPENSATION SET FORTH HEREIN SHALL BE AT NO COST TO CITY.  

CITY OF PALO ALTO  
GENERAL TERMS AND CONDITIONS  

A. ACCEPTANCE. This agreement is limited to the terms and conditions on pages 1 through 3 hereof which includes any exhibits referenced.  

B. GOVERNING LAW. This agreement shall be governed by the laws of the state of California.  

C. ASSIGNMENTS/CHANGES. This agreement shall not be assigned or transferred without the written consent of the CITY. No amendments, changes or variations of any kind are authorized without the written consent of the CITY.  

D. AUDITS. CONSULTANT agrees to permit CITY to audit, at any reasonable time during the term of this agreement and for three (3) years thereafter, CONSULTANT'S records pertaining to matters covered by this agreement. CONSULTANT further agrees to maintain such records for at least three (3) years after the term of this agreement.  

E. NO IMPLIED WAIVER. No payment, partial payment, acceptance, or partial acceptance by CITY shall operate as a waiver on the part of CITY of any of its rights under this agreement.
F. INSURANCE. CONSULTANT agrees to provide the insurance specified in the “Certificates of Insurance” attached hereto as Exhibit C. In the event CONSULTANT is unable to secure a policy endorsement naming the City of Palo Alto as an additional insured under any comprehensive general liability or comprehensive automobile policy or policies, CONSULTANT shall at a minimum, and only with the written approval of City’s Risk Manager or designee, cause each such insurance policy obtained by it to contain an endorsement providing that the insurer waives all right of recovery by way of subrogation against CITY, its officers, agents, and employees in connection with any damage, claim, liability personal injury, or wrongful death covered by any such policy. Each such policy obtained by CONSULTANT shall contain an endorsement requiring thirty (30) days' written notice from the insurer to CITY before cancellation or reduction in the coverage or limits of such policy. CONSULTANT shall provide certificates of such policies or other evidence of coverage satisfactory to City's Risk Manager, together with evidence of payment of premiums, to CITY at the commencement of this agreement, and on renewal of the policy, or policies, not later than twenty (20) days before expiration of the terms of any such policy.

G. CITY'S PROPERTY. Any reports, information, data or other material given to, or prepared or assembled by, CONSULTANT or its subCONSULTANTS, if any, under this Contract will become the property of CITY and will not be made available to any individual or organization by CONSULTANT or its subCONSULTANTS, if any, without the prior written approval of the Mayor or his designee. All intellectual property of Sherry L. Lund Associates developed prior to this contract and used in the scope of this contract will remain the sole property of Sherry L. Lund Associates with all rights reserved.

H. QUALIFICATIONS. CONSULTANT represents that it has the expertise and professional qualifications to complete the services described in “SERVICES” and that every individual charged with the performance of the services under this Contract is duly licensed or certified, to the extent such licensing or certification is required by law to perform the services.

I. NON-DISCRIMINATION. No discrimination shall be made in the employment of persons under this agreement because of the race, color, national origin, age, ancestry, religion or sex of such person.

CONSULTANT agrees to meet all requirements of the Palo Alto Municipal Code pertaining to nondiscrimination in employment, including completing the NonDiscrimination Compliance Form, attached hereto as Exhibit D, and incorporated herein by this reference. NOT APPLICABLE TO SOLE PROPRIETOR.

J. COMPLIANCE WITH LAWS. CONSULTANT agrees that it will comply with all federal, state and local laws, ordinances, regulations, and orders that may affect those engaged or employed under this Contract, any materials used in CONSULTANT's performance under this Contract, or the performance of the services provided in completing the work.

K. INDEPENDENT CONSULTANT. It is understood and agreed that in the performance of this Contract, CONSULTANT shall at all times be considered an independent CONSULTANT and not an employee of the CITY. CONSULTANT shall be responsible for employing or engaging all persons necessary to complete the work required under this Contract.

L. TERMINATION/SUSPENSION. The City Council may suspend the performance of this Contract in whole or in part, or terminate this Contract, with or without cause, by giving ten (10) days' prior written notice thereof to CONSULTANT. Upon receipt of such notice, CONSULTANT shall immediately discontinue its performance. Upon such suspension or termination by CITY, CITY shall pay CONSULTANT for its services actually rendered to CITY on or before the effective date of the suspension or termination; provided, if this Contract is suspended or terminated on account of a default by CONSULTANT, CITY will be obligated to compensate CONSULTANT only for that portion of the Services which are of direct and immediate benefit to CITY, in the reasonable determination of the City Council. Upon suspension or termination, CONSULTANT shall immediately deliver to the Chair of the Council appointed committee any and all copies of studies, sketches, drawings, computations, and other material or products, whether or not completed, prepared by CONSULTANT or given to CONSULTANT, in connection with this Contract. Such materials shall become the property of CITY. The rights of CITY under this section to suspend or terminate this Contract shall be in addition to any and all rights or remedies the CITY may have available to it under the law, in the case of a breach of this Contract by CONSULTANT.
M. CONFLICT OF INTEREST. In accepting this Contract, CONSULTANT covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of this Contract. CONSULTANT further covenants that, in the performance of this Contract, it will not employ any person having such an interest. CONSULTANT certifies that no person who has or will have any financial interest under this Contract is an officer or employee of CITY.

N. HOLD HARMLESS. CONSULTANT agrees to indemnify, defend and hold harmless CITY, its Council members, officers, employees and agents against any and all demands, claims, or liability of any nature, including death or injury to any person, property damage or any other loss, caused by or arising out of work performed under this Contract due to the willful or negligent acts (whether active or passive) or omissions of CONSULTANT's officers, employees or agents. The acceptance of said-services and duties by CITY shall not operate as a waiver of such right of indemnification.

O. ENTIRE AGREEMENT. This agreement, including all exhibits, represents the entire agreement between the parties with respect to the services which may be the subject of this Contract. Any variance in the Exhibits does not affect the validity of the Contract and the contract itself controls. All prior agreements, representations, statements, negotiations and undertakings whether oral or written are superseded hereby.

P. NON-APPROPRIATION. This Contract is subject to the fiscal provisions of the Charter of the City of Palo Alto and the Palo Alto Municipal Code. This Contract will terminate without any penalty (a) at the end of any fiscal year in the event that funds are not appropriated for the following fiscal year, or (b) at any time within a fiscal year in the event that funds are only appropriated for a portion of the fiscal year and funds for this Contract are no longer available. This Section shall take precedence in the event of a conflict with any other covenant, term, condition, or provision of this Contract.

THIS AGREEMENT SHALL BECOME EFFECTIVE UPON ITS APPROVAL AND EXECUTION BY CITY. IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT THE DAY, MONTH, AND YEAR FIRST WRITTEN ABOVE.

CITY OF PALO ALTO

Mayor

City Clerk

Assistant City Manager

Approved as to form:

Senior Assistant City Attorney

Director of Administrative Services

SHERRY L. LUND ASSOCIATES

By: [Signature]

Title: [Title]

Telephone: 650-854-0540
EXHIBIT A
SCOPE OF SERVICES

The City of Palo intends to conduct performance evaluations of three of the City’s appointed offices: the City Manager, City Clerk and City Attorney and has engaged CONSULTANT to assist in the evaluation process. The focus of responsibility will be design and facilitation of the 2007-2008 CAO evaluation process for the City Manager, City Attorney and City Clerk. Evaluations are to be completed by July 31, 2008.

A. CONSULTANT shall be responsible for:

1. Work with City employees to develop contract and to schedule individual and group meetings.
2. Get agreement with CAO Evaluation Committee on elements of evaluation (questionnaire) and development of interview format.
   - Review relevant City documents.
   - Collect background information on previous forms and reviews, 2007-2008 performance criteria/goals.
   - Get input from CAOs on any areas for which they would specifically like Council comment/feedback.
   - Develop draft questionnaire and solicit edits from CAO Evaluation Committee.
3. Distribute questionnaire to City Council members and to CAOs (the latter, for self-review).
4. Conduct individual interviews with Council Members and with the three CAOs.
5. Consolidate feedback from Council and CAO input and develop a written evaluation report.
6. Facilitate closed session review with Council for each of the three positions.
7. Draw up specific action statements for upcoming year.
8. Meet with CAOs to de brief and discuss compensation issues
9. Review salary survey information with Human Resources Director.
10. Meet with Council CAO Committee on compensation options.
12. Prepare final record of review and compensation.
13. Preparation for all meetings, communications, and overall project management.

B. CITY shall be responsible for:

1. Making involved parties available for one-on-one and group meetings on a timely basis in order to meet project deadline.
2. Providing relevant background information, e.g., previous performance goals, on a timely basis.
3. Making an individual available who can help consultant schedule appointments.
4. Committing to a professional and respectful process.
5. Providing meeting space and A-V equipment required.
EXHIBIT B
COMPENSATION

1. CITY agrees to compensate CONSULTANT for services performed to the reasonable satisfaction of the CITY at the hourly rate of $250.00, pursuant to Exhibit A of this Agreement, up to a total not to exceed amount of $26,500.00.

2. Consultant shall invoice The City of Palo Alto on a monthly basis. The City of Palo Alto will provide payment to Consultant within 30 days of invoicing.

3. Payment under the terms of this Agreement will not exceed the total amount of 106 hours or $26,500. The range of hours represents unknown factors, e.g., how much people need/want to talk, the level of agreement/disagreement and amount of negotiation required, group experience in working together (group efficiency), on-time arrival for meetings, among other factors. Every effort will be made to be efficient as well as effective in the use of time. This estimate is based on the best projection of the work as outlined in Exhibit A. If City changes the project scope or does not meet deadlines and/or responsibilities as outlined that impact Consultant time, Consultant will inform City of the impact on costs prior to work being performed, and actual time required for this project will be charged by Consultant.

4. Additional services are those services which are not specified in the current Scope of Service, Exhibit A. If additional services are required, CONSULTANT will be compensated for those services at the $250.00. CONSULTANT will not perform any additional services without prior approval of City.

5. The goal for completion of the process is July 31, 2008, which is dependent on client’s availability for required meetings and timely questionnaire completion.

6. Cancellation/Rescheduling Policy: A 100% cancellation charge will apply to individual meetings that are not cancelled with 24 hours prior notice. For group meetings of ½ day or longer: There is no charge made if a consulting date can be mutually rescheduled by Client and Consultant within 3 weeks of the original date; if the session cannot be rescheduled during this time frame, the cancellation schedule applies. Fees for cancellation (or rescheduling as previously described) for any reason are applied on the following schedule, which reflects both advance preparation and exclusive holding of a date for a client: 6 weeks in advance - 25% fee; 5 weeks in advance - 50% fee; 4 weeks in advance - 100% fee. Materials will be charged according to their cost accrued at time of cancellation; there will be no charge for materials that can be re-used if a session is rescheduled.
LUND, SHERRY L
DBA SHERRY L LUND ASSOCIATES
247 LA CUÉSTTA DR
PORTOLA VALLEY CA 94028-7532

Location: 247 LA CUÉSTTA DR
PORTOLA VALLEY CA
94028-7532

Form, Options, and Endorsements
Special Form 3 FE-6143
Amendatory Endorsement FE-6205
Tree Debris Removal FE-6451
Policy Endorsement FE-6506.2
Policy Endorsement-Business FE-6464
Earthquake/Volcanic Eruption FE-6307.2
Glass Deductible - Section I FE-6538.1
Products/Operations Liab Excl FE-6312
Advertising Injury Excl FE-6345
Personal Injury Exclusion FE-6346
Testing/Consulting E&O Excl FE-6510
Amendatory Collapse FE-6551

Earthquake premium of $121.00 is included in your annual premium.

NOTICE: Information concerning changes in your policy language is included. Please call your agent if you have any questions.

Thanks for letting us serve you.
Agent RON EMILIO
Telephone (408) 871-3550

If you have moved, please contact your agent.
See reverse side for important information.
Prepared APR 01 2008
SPECIFIED PROFESSIONAL LIABILITY POLICY RENEWAL CERTIFICATE
Please attach this Renewal Certificate to your expiring Policy.

UNITED STATES LIABILITY INSURANCE COMPANY
WAYNE, PENNSYLVANIA

ORIGINAL

In consideration of the renewal premium stated below, expiring Policy Number SP 1001279E is renewed for the Policy Period stated below. The Company will issue a complete copy of this Policy upon receipt of a written request from the Insured.

The New Policy Number is SP 1001279F.

The Application (if any) for this renewal, and all previous Applications made to the Company for this insurance, including any material submitted therewith, shall be made a part of this Renewal Policy as if physically attached hereto. PLEASE REFER TO YOUR POLICY FOR THE DEFINITION OF "APPLICATION."

POLICY DECLARATIONS

ITEM I. NAMED INSURED AND PRINCIPAL ADDRESS
Sherry L. Lund Associates
c/o Organizational Development Network
71 Valley Street, #301
South Orange, NJ 07079

ITEM II. POLICY PERIOD: (MM/DD/YYYY)
12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS SHOWN

ITEM III. LIMITS OF LIABILITY:
$250,000 EACH CLAIM
$250,000 ANNUAL AGGREGATE

ITEM IV. DEDUCTIBLE:
$1,000 EACH CLAIM

ITEM V. PREMIUM:
$970

ITEM VI. RETROACTIVE DATE:
Full Prior Acts

ITEM VII. Coverage Form(s)/Part(s) and Endorsement(s) made a part of this policy at time of issue:
PROF-001 (06-01) Absolute Poll Exclusion
PROF-002 (06-01) Mold, Fung., Bact., Virus, and Org. Path. Excl
SP-212 (10-99) Independent Contractor Excl. Endt
SP-214 (10-99) Management Consultants Endt
SP-216 (10-99) Related Parties Excl. Endt
SP-219 (10-99) USA & Territories Endt
SP-266 (07-01) Amendment of Def. and Settlement Endt
SP-POL (10-99) Policy Jacket

Endorsements marked with an asterisk(*) have been added to the policy or have a new edition date and are attached with this certificate.

Date Issued: 1/24/2008 Agent: PROFESSIONAL RISK PLACEMENTS (NJ) [372]

By

Authorized Reappointment

USU - SPIRPC (11/00)
### DECLARATIONS

**NAMED INSURED AND ADDRESS**

CARL KNOX CHENEY  
SHERRY L. LUND  
247 LA CUESTA DR  
PORTOLA VALLEY CA 94028

**POLICY PERIOD:** 12:01 A.M., STANDARD TIME  
From: MARCH 30, 2008  
To: MARCH 30, 2009

### VEHICLES

<table>
<thead>
<tr>
<th>Number</th>
<th>Description</th>
<th>Annual Mileage</th>
<th>Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2007 TOYOTA CAMRY LE SEDAN</td>
<td>8,000</td>
<td>COMMUTE 13 MILES, 5 DAYS PER WEEK</td>
</tr>
<tr>
<td>2</td>
<td>2007 HONDA ACCORD EX SEDAN</td>
<td>17,000</td>
<td>BUSINESS</td>
</tr>
</tbody>
</table>

The Auto(s) or Trailer(s) described in this policy is principally garaged at the above address unless otherwise stated.

### RATES ARE BASED ON THE FOLLOWING HOUSEHOLD DRIVERS AND THEIR USE OF THE INSURED AUTOS

<table>
<thead>
<tr>
<th>Number</th>
<th>Driver Name</th>
<th>License Number</th>
<th>Rating</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>CARL KNOX CHENEY</td>
<td>J0419665</td>
<td>90 10</td>
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<tr>
<td>2</td>
<td>SHERRY L. LUND</td>
<td>N8636920</td>
<td>10 90</td>
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<td>3</td>
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<td>6</td>
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Total: 100 100

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<thead>
<tr>
<th>Number</th>
<th>First</th>
<th>Last</th>
<th>Gender</th>
<th>Start Date</th>
<th>Drive Dist</th>
<th>Rating</th>
<th>YES/no</th>
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<tbody>
<tr>
<td>101</td>
<td>03</td>
<td>44</td>
<td>M</td>
<td>01 60</td>
<td>0 0</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>209</td>
<td>19</td>
<td>52</td>
<td>F</td>
<td>09 68</td>
<td>0 0</td>
<td>YES</td>
<td></td>
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<tr>
<td>3</td>
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</tr>
</tbody>
</table>
| 6      |       |       |        |            |            |        | 5
### NAMED INSURED AND ADDRESS

CART. KNOX GRENLY  
SHERRY L. LUND  
247 LA CUESTA DR  
PORTOLA VALLEY CA 94028

### CONTINUATION OF DECLARATIONS FOR PERSONAL AUTO POLICY NO. 990304-20JY

<table>
<thead>
<tr>
<th></th>
<th>AUTO 1 2007 TOYO</th>
<th>AUTO 2 2007 MONT</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. LIABILITY</td>
<td>$ 500,000 each accident</td>
<td></td>
</tr>
<tr>
<td>B. MEDICAL PAYMENTS</td>
<td>$ 5,000 each person</td>
<td></td>
</tr>
<tr>
<td>C. UNINSURED MOTORISTS</td>
<td>$ 500,000 each accident</td>
<td></td>
</tr>
<tr>
<td>D. DAMAGE TO YOUR AUTO</td>
<td>(ACV means Actual Cash Value)</td>
<td></td>
</tr>
<tr>
<td>1. Collision Loss</td>
<td>AUTO 1 AUTO 2</td>
<td></td>
</tr>
<tr>
<td>ACV minus deductible of</td>
<td>$ 500 $ 500</td>
<td></td>
</tr>
<tr>
<td>$ 222.06</td>
<td>$ 355.82</td>
<td></td>
</tr>
<tr>
<td>2. Other Than Collision Loss</td>
<td>AUTO 1 AUTO 2</td>
<td></td>
</tr>
<tr>
<td>ACV minus deductible of</td>
<td>$ 100 $ 100</td>
<td></td>
</tr>
<tr>
<td>$ 46.10</td>
<td>$ 83.72</td>
<td></td>
</tr>
<tr>
<td>TOWING AND LABOR COSTS</td>
<td>$ 100 each disablement</td>
<td></td>
</tr>
<tr>
<td>$ 8.00</td>
<td>$ 8.00</td>
<td></td>
</tr>
<tr>
<td>WAIVER OF COLLISION DEDUCTIBLE</td>
<td>$ 9.88</td>
<td>$ 9.88</td>
</tr>
</tbody>
</table>

### PARKING ARRANGEMENTS

AUTO 1 OFF STREET  
AUTO 2 OFF STREET

### TOTAL PREMIUM FOR EACH AUTO

| AUTO 1 | $ 659.53 |
| AUTO 2 | $ 948.88 |

### TOTAL PREMIUM

$ 1,588.23
CONTINUATION OF DECLARATIONS FOR PERSONAL AUTO POLICY NO. 990304-20JY

NAMED INSURED AND ADDRESS
CARL KNOX CHENEY
SHERY L. LUND
247 LA CUESTA DR
PORTOLA VALLEY CA 94028

<table>
<thead>
<tr>
<th>DISCOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>PASSIVE RESTRAINT DISCOUNT AUTOS 1,2</td>
</tr>
<tr>
<td>ANTI-LOCK BRAKING SYSTEM AUTOS 1,2</td>
</tr>
<tr>
<td>MULTI-CAR DISCOUNT</td>
</tr>
<tr>
<td>ANTI-THEFT DEVICE DISCOUNT AUTOS 1,2</td>
</tr>
<tr>
<td>GOOD DRIVER DISCOUNT</td>
</tr>
<tr>
<td>MULTI-LINE DISCOUNT-HOME</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Policy Number</th>
<th>Description</th>
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</thead>
<tbody>
<tr>
<td>PP 00 01 01 05</td>
<td>PERSONAL AUTO POLICY</td>
</tr>
<tr>
<td>PP 03 03 04 86</td>
<td>TOWING AND LABOR COSTS COVERAGE</td>
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<tr>
<td>PP 01 69 08 05</td>
<td>AMENDMENT OF POLICY PROVISIONS - CALIFORNIA</td>
</tr>
<tr>
<td>AM 00 28 12 01</td>
<td>AMENDMENT OF PERSONAL AUTO POLICY PROVISIONS</td>
</tr>
<tr>
<td>PP 03 09 01 05</td>
<td>SINGLE LIABILITY LIMIT</td>
</tr>
<tr>
<td>PP 04 92 06 98</td>
<td>SINGLE UNINSURED MOTORIST LIMIT - CALIFORNIA</td>
</tr>
<tr>
<td>PP 13 01 12 99</td>
<td>COVERAGE FOR DAMAGE TO YOUR AUTO EXCLUSION ENDORSEMENT</td>
</tr>
<tr>
<td>PP 03 21 01 05</td>
<td>LIMITED MEXICO COVERAGE ENDORSEMENT</td>
</tr>
<tr>
<td>PP 04 87 08 05</td>
<td>UNINSURED MOTORISTS COVERAGE - CALIFORNIA</td>
</tr>
</tbody>
</table>

This policy shall not be valid unless countersigned by our authorized agent or representative.

Countersigned by: [Signature]

Authorized Representative
CERTIFICATE OF INSURANCE

This certifies that

[X] STATE FARM FIRE AND CASUALTY COMPANY, Bloomington, Illinois
[ ] STATE FARM GENERAL INSURANCE COMPANY, Bloomington, Illinois
[ ] STATE FARM FIRE AND CASUALTY COMPANY, Scarborough, Ontario
[ ] STATE FARM FLORIDA INSURANCE COMPANY, Winter Haven, Florida
[ ] STATE FARM LLOYDS, Dallas, Texas

Insures the following policyholder for the coverage’s indicated below:

Name of Policyholder: SHERRY L. LUND DBA SHERRY L. LUND ASSOCIATES
Address of Policyholder: 247 LA QUESTA DR PORTOLA VALLEY, CA 94025
Location of Operations: 247 LA QUESTA DR PORTOLA VALLEY, CA 94025
Description of Operations: BUSINESS- OFFICE

The policies listed below have been issued to the policyholder for the policy periods shown. The insurance described in these policies is subject to all the terms, exclusions, and conditions of those policies. The limits of liability shown may have been reduced by any paid claims.

<table>
<thead>
<tr>
<th>POLICY NUMBER</th>
<th>TYPE OF INSURANCE</th>
<th>POLICY PERIOD</th>
<th>COVERAGE LIMITS</th>
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</thead>
<tbody>
<tr>
<td>97-CE-6495-8</td>
<td>BUISNESS-OFFICE</td>
<td>05/07/08 - 06/07/09</td>
<td>BUISNESS PROPERTY-$58,500</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>LIABILITY- $1,000,000</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>GEN AGGREGT $2,000,000</td>
</tr>
</tbody>
</table>

THE CERTIFICATE OF INSURANCE IS NOT A CONTRACT OF INSURANCE AND NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE APPROVED BY ANY POLICY DESCRIBED HERIN.

ADDITIONAL INSURED

CITY OF PALO ALTO
250 HAMILTON AVE
PALO ALTO, CA 94301

Signature of Authorized Representative
AGENT
Title
05/09/08
Date

Agent's Code: 2368
AFO Code: F155

Revise 04/10/03
BDF