



City of San Leandro

Meeting Date: December 7, 2020

Staff Report

File Number: 20-531

Agenda Section: CONSENT CALENDAR

Agenda Number: 8.P.

TO: City Council

FROM: Jeff Kay
City Manager

BY: Liz Warmerdam
Assistant City Manager

FINANCE REVIEW: Susan Hsieh
Finance Director

TITLE: Staff report for a City of San Leandro City Council Resolution Approving and Authorizing the City Manager to Execute a \$227,500 Consulting Services Agreement with SEED Collaborative, Inc., in Partnership with the Perception Institute, to Assist with the Creation of a City of San Leandro Equity and Race Advisory Committee, Development of an Equity Plan; and Approve Appropriation of \$175,500 from the General Fund Undesignated Fund Balance to Operating Account 010-12-020-5120 in Fiscal Year 2020-21

SUMMARY AND RECOMMENDATIONS

On November 2, 2020 SEED Collaborative provided a presentation to the City Council regarding its proposed scope of work to assist in the creation of a City of San Leandro Equity and Race Advisory Committee and to provide facilitation services and development of an Equity Plan. After discussion, the City Council directed staff to bring back a contract for approval.

Staff recommends City Council approve the City Manager to execute a \$227,500 consulting service agreement with SEED Collaborative, Inc., and to approve appropriation of \$175,500 from the General Fund Undesignated Fund Balance to operating account 010-12-020-5120 to supplement current funds available for this agreement in Fiscal Year 2020-21.

BACKGROUND

On June 1, 2020, the City Council voted unanimously to create an Equity and Race Advisory Committee (Advisory Committee) consisting of community members that would advise the Council on matters related to Race and Equity in San Leandro.

On November 2, 2020, the City Council heard a presentation from SEED Collaborative regarding its scope of work and directed staff to bring back a contract for approval.

SEED Collaborative supports organizations that are working to create equitable and sustainable

communities using the concept of “*Targeted Universalism*”. Targeted Universalism entails establishing a universal goal and recognizing that to accomplish that goal, we must acknowledge that, as a result of structural inequities, different groups of people are situated differently within society. As a result, there will be different pathways of reaching the agreed upon goal.

SEED’s proposal is in partnership with the Perception Institute, a consortium of researchers, advocates, and strategists who use research on race, gender, ethnic, and other identities to develop solutions that reduce bias and discrimination and promote belonging.

ANALYSIS

SEED proposes to begin its work through interviews, surveys, focus groups, and a review of City policies and procedures to understand the landscape of the City and the way in which City services are provided. They propose to conduct individual interviews with City Council members, senior staff, union leadership, and other internal and external stakeholders such as houses of worship, formal/informal non-governmental organizations and other member groups that represent San Leandro. Additionally, they propose to conduct surveys to allow for a larger sampling of individuals and stakeholders regarding attitudes, beliefs, and opinions on the impact of identity on the work of the City. Their work will also include focus groups to allow for more in-depth conversations to give different segment groups the opportunity to share input together, such as people of color, union representatives, LGBTQ staff and community, people with disabilities, residents, and community organization representatives.

Once the initial assessment is complete, SEED will assist the City with forming an Equity Work Group (EWG). This group will review and discuss the due diligence findings, and discuss and decide on structural, policy and practice recommendations.

SEED will provide ongoing consultation, on an as needed basis, to the City’s executive leadership team, including the Mayor, City Council, City Manager, and the Chief of Police regarding the application, interpretation and communication of issues related to equity, Targeted Universalism, and belonging. They will serve as a thought partner with the City’s executive leadership team and the Chief of Police to respond to community interactions, employment barriers and opportunities, and to develop and support proactive actions, strategies and solutions.

Finally, SEED proposes to prepare a City Equity Plan (Plan) that includes the due diligence findings and analysis and EWG approved recommendations. The Plan will include:

1. **Assessment** - A discussion of the assessment of organizational practices, policies, culture, operations, and structures.
2. **Recommendations and Strategies** - Recommendations and strategies will include:
 - A statement of agreed upon universal goal, including a public Equity Statement;
 - Targeted strategies to meet the specific needs of critical segment groups that align and drive towards the universal goal;

- Prioritize recommendations and strategies regarding recruitment, hiring, development, promotion and retention, and allocation of resources to support change, among others;
- Strategies to foster collaboration, advance equity, and monitor compliance;
- Policies/Practices that include Diversity, Equity and Inclusion; and
- Training.

3. Community Engagement - Recommendations will include ways in which to promote transparency, encourage engagement and generate buy-in. This section will include steps to ensure community engagement with the Plan and will suggest and support communications regarding the Plan.

4. Implementation - The Plan will include a work plan and timeline for next steps in implementing the Plan. It will also include systems and tools to monitor compliance with the Plan, evaluate performance, and make course corrections.

Although work around equity and race is an on-going effort, it is expected that the beginning of this dialogue and formal portion of this work will take approximately one year. Although it is likely that a staff member(s) will be tasked to assist with this work, SEED has indicated that it will provide the majority of its own staffing.

Committee Review and Actions

On June 24, 2020, the City Council Rules Committee discussed the Equity and Race Advisory Committee. No formal action was taken.

Fiscal Impacts

The cost of this proposal is \$220,000, plus an additional \$7,500 for expenses, should travel restrictions be lifted and in-person meetings permissible.

Budget Authority

It is recommended that the City Council appropriate \$175,500 from the General Fund Undesignated Fund Balance to supplement current available funding in fiscal year 2020-21 in the following accounts:

City Council Consulting (010-11-010-5120)	\$17,000
CMO Contingency (010-14-015-8355)	\$35,000
<u>General Fund Reserves transfer to (010-12-020-5120)</u>	<u>\$175,500</u>
Total	\$227,500

Attachment to Legislation

Agreement with SEED Collaborative and the Perception Institute

PREPARED BY:

Liz Warmerdam, Assistant City Manager



City of San Leandro

Meeting Date: December 7, 2020

Resolution - Council

File Number: 20-571

Agenda Section: CONSENT CALENDAR

Agenda Number:

TO: City Council

FROM: Jeff Kay
City Manager

BY: Jeff Kay
City Manager

FINANCE REVIEW: Susan Hsieh
Finance Director

TITLE: RESOLUTION of the City of San Leandro City Council to Approve and Authorize the City Manager to Execute a Consulting Services Agreement with SEED Collaborative, Inc., in Partnership with the Perception Institute, to Assist with the Creation of a City of San Leandro Equity and Race Advisory Committee, and Development of an Equity Plan; and to Appropriate an Amount Not to Exceed \$227,500, Including Expenses

WHEREAS, a Consulting Services Agreement with SEED Collaborative, in Partnership with the Perception Institute, is presented to this City Council; and

WHEREAS, the City Council is familiar with the contents thereof; and

WHEREAS, the City Manager recommends approval of said agreement.

NOW, THEREFORE, the City Council of the City of San Leandro RESOLVES as follows:

That said agreement is hereby approved;

That the City Manager is hereby authorized and directed to execute said agreement on behalf of the City, subject to approval as to form by the City Attorney; and

That the City Manager is authorized to take all actions necessary or appropriate to carry out and implement the terms of the agreement and to administer the City's obligations, responsibilities and duties to be performed under the agreement; and

That the following funds shall be appropriated in Fiscal Year 2020-2021 for said purpose:

City Council Consulting (010-11-010-5120)	\$17,000
CMO Contingency (010-14-015-8355)	\$35,000

<u>General Fund Reserves transfer to (010-12-020-5120)</u>	<u>\$175,500</u>
Total	\$227,500

Attachment(s) to Resolution

Consulting Services Agreement
Proposed Scope of Work
Schedule of Compensation

**CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF SAN LEANDRO AND
SEED COLLABORATIVE, LLC
FOR
FACILITATION SERVICES AND DEVELOPMENT OF AN EQUITY PLAN**

THIS AGREEMENT for consulting services is made by and between the City of San Leandro (“City”) and Seed Collaborative, LLC (“Consultant”) (together sometimes referred to as the “Parties”) as of December 7, 2020 (the “Effective Date”).

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on June 30, 2022 the date of completion specified in Exhibit A, and Consultant shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City’s right to terminate the Agreement, as referenced in Section 8.
- 1.2 Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged.
- 1.3 Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Subsection 1.2 above and to satisfy Consultant’s obligations hereunder.
- 1.5 Public Works Requirements.** Because the services described in Exhibit A include “work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work,” the services constitute a public works within the definition of Section 1720(a)(1) of the California Labor Code. As a result, Consultant is required to comply with the provisions of the California Labor Code applicable to public works, to the extent set forth in Exhibit D.
- 1.6 City of San Leandro Living Wage Rates.** This contract may be covered by the City of San Leandro Living Wage Ordinance (LWO). Consultant’s attention is directed to the San

Leandro Municipal Code, Title 1, Chapter 6, Article 6. Consultant must submit completed self-certification form and comply with the LWO if covered.

- 1.7 **Public Works Contractor Registration.** Consultant agrees, in accordance with Section 1771.1 of the California Labor Code, that Consultant or any subconsultant shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in Chapter 1 of Part 7 of Division 2 of the California Labor Code, unless currently registered and qualified to perform public work pursuant to California Labor Code section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to California Labor Code section 1725.5. Consultant agrees, in accordance with Section 1771.4 of the California Labor Code, that if the work under this Agreement qualifies as public work, it is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed \$220,000, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit B, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the Parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

- 2.1 **Invoices.** Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:
- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
 - The beginning and ending dates of the billing period;

- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder;
- The Consultant's signature;
- Consultant shall give separate notice to the City when the total number of hours worked by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds 800 hours within a 12-month period under this Agreement and any other agreement between Consultant and City. Such notice shall include an estimate of the time necessary to complete work described in Exhibit A and the estimate of time necessary to complete work under any other agreement between Consultant and City, if applicable.

2.2 Monthly Payment. City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.

2.3 Final Payment. City shall pay the last 10% of the total sum due pursuant to this Agreement within 60 days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.

2.4 Total Payment. City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

2.5 Hourly Fees. Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit B.

- 2.6 Reimbursable Expenses.** Reimbursable expenses are specified in Exhibit B. Expenses not listed in Exhibit B are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.
- 2.7 Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.8 Payment upon Termination.** In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets to verify costs incurred to that date.
- 2.9 Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

Section 4. INSURANCE REQUIREMENTS. Before fully executing this Agreement, Consultant, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid or proposal. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence to City that such insurance is in effect. VERIFICATION OF THE REQUIRED INSURANCE SHALL BE SUBMITTED AND MADE PART OF THIS AGREEMENT PRIOR TO EXECUTION. Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

4.1 Workers' Compensation.

4.1.1 General Requirements. Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than \$1,000,000 per accident. In the alternative, Consultant may rely on a self-insurance program to meet these requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the California Labor Code shall be solely in the discretion of the Contract Administrator.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the Consultant, its employees, agents, and subcontractors.

4.1.2 Submittal Requirements. To comply with Subsection 4.1, Consultant shall submit the following:

- a. Certificate of Liability Insurance in the amounts specified in the section; and
- b. Waiver of Subrogation Endorsement as required by the section.

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 General Requirements. Consultant, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than \$1,000,000 and automobile liability insurance for the term of this Agreement in an amount not less than \$1,000,000 per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

4.2.2 Minimum Scope of Coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001, Code 1 (any auto). No endorsement shall be attached limiting the coverage.

4.2.3 Additional Requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- b. City, its officers, officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired, or borrowed by the Consultant.
- c. Consultant hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation.
- d. For any claims related to this Agreement or the work hereunder, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

4.2.4 Submittal Requirements. To comply with Subsection 4.2, Consultant shall submit the following:

- a. Certificate of Liability Insurance in the amounts specified in the section;
- b. Additional Insured Endorsement as required by the section;
- c. Waiver of Subrogation Endorsement as required by the section; and
- d. Primary Insurance Endorsement as required by the section.

4.3 Professional Liability Insurance. – Not Required

4.4 Cyber Liability Insurance.

4.4.1 General Requirements. Consultant, at its own cost and expense, shall maintain cyber liability insurance for the term of this Agreement in an amount not less than \$1,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress; invasion of privacy violations; information theft; damage to or destruction of electronic information; release of private information; alteration of electronic information; extortion; and network security. The policy

shall provide coverage for liabilities for financial loss resulting or arising from acts, errors, or omissions, in rendering technology services:

- Violation or infringement of any right of privacy, including breach of security and breach of security/privacy laws, rules or regulations globally, now or hereinafter constituted or amended;
- Data theft, damage, unauthorized disclosure, destructions, or corruption, including without limitation, unauthorized access, unauthorized use, identity theft, theft of personally identifiable information or confidential City information in whatever form, transmission of a computer virus or other type of malicious code; and participation in a denial of service attack on third party computer systems;
- Loss or denial of service;
- No cyber terrorism exclusion;

Such coverage must include technology/professional liability including breach of contract, privacy and security liability, privacy regulatory defense and payment of civil fines, payment of credit card provider penalties, and breach response costs, including without limitation, notification costs, forensic analysis, credit protection services, call center services, identity theft protection services, and crisis management/public relations services.

4.4.2 Claims-Made Limitations. The following provisions shall apply if the cyber liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained, and evidence of insurance must be provided for at least 5 years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant shall purchase an extended period coverage for a minimum of 5 years after completion of work under this Agreement.
- d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

4.4.3 Additional Requirements. A certified endorsement to include contractual liability shall be included in the policy.

4.4.4 Submittal Requirements. To comply with Subsection 4.4, Consultant shall submit the Certificate of Liability Insurance in the amounts specified in the section.

4.5 All Policies Requirements.

- 4.5.1 Acceptability of Insurers.** All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.
- 4.5.2 Verification of Coverage.** Prior to beginning any work under this Agreement, Consultant shall furnish City with complete copies of all Certificates of Liability Insurance delivered to Consultant by the insurer, including complete copies of all endorsements attached to the policies. All copies of Certificates of Liability Insurance and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the City does not receive the required insurance documents prior to the Consultant beginning work, it shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies at any time.
- 4.5.3 Deductibles and Self-Insured Retentions.** Consultant shall disclose to and obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, employees, and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- 4.5.4 Wasting Policies.** No policy required by this Section 4 shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).
- 4.5.5 Endorsement Requirements.** Each insurance policy required by Section 4 shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days' prior written notice has been provided to the City.
- 4.5.6 Subcontractors.** Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- 4.6 Submittal of Proof of Insurance Coverage.** All certificates of insurance and original endorsements effecting coverage required in this Section 4 must be electronically submitted through the City's online insurance document management program, PINS Advantage. Contractor shall comply with all requirements provided by City related to the PINS Advantage program.
- 4.7 Remedies.** In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

Section 5. **INDEMNIFICATION AND CONSULTANT’S RESPONSIBILITIES.** Refer to the attached Exhibit C, which is incorporated herein and made a part of this Agreement.

Section 6. **STATUS OF CONSULTANT.**

6.1 **Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant’s services rendered pursuant to this Agreement and assignment of personnel pursuant to Subsection 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

6.2 **Consultant Not an Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. **LEGAL REQUIREMENTS.**

7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.

7.2 **Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws and regulations applicable to the performance of the work hereunder, including but not limited to, the California Building Code, the Americans with Disabilities Act, and any copyright, patent or trademark law. Consultant’s failure to comply with any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.

7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors

shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

- 7.4 **Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.
- 7.5 **Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

Section 8. TERMINATION AND MODIFICATION.

- 8.1 **Termination.** City may cancel this Agreement at any time and without cause upon written notification to Consultant.

Consultant may cancel this Agreement upon 30 days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

- 8.2 **Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this

Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

- 8.3 Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.
- 8.4 Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.
- 8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.
- 8.6 Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but are not limited to, the following:
- 8.6.1** Immediately terminate the Agreement;
 - 8.6.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
 - 8.6.3** Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or
 - 8.6.4** Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described

above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both Parties.

- 9.2 Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.3 Inspection and Audit of Records.** Any records or documents that Subsection 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of 3 years after final payment under the Agreement.

Section 10. MISCELLANEOUS PROVISIONS.

- 10.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Alameda or in the United States District Court for the Northern District of California.
- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.

- 10.6 Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7 Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a “conflict of interest,” as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Section 1090 *et seq.* Consultant hereby warrants that it is not now, nor has it been in the previous 12 months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous 12 months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of California Government Code Section 1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of California Government Code Section 1090 *et seq.*, and, if applicable, will be disqualified from holding public office in the State of California.

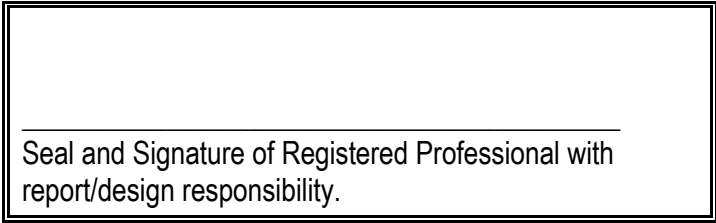
At City’s sole discretion, Consultant may be required to file with the City a Form 700 to identify and document Consultant’s economic interests, as defined and regulated by the California Fair Political Practices Commission. If Consultant is required to file a Form 700, Consultant is hereby advised to contact the San Leandro City Clerk for the Form 700 and directions on how to prepare it.

- 10.8 Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.9 Contract Administration.** This Agreement shall be administered by Eric Engelbart (“Contract Administrator”). All correspondence shall be directed to or through the Contract Administrator or his or her designee.
- 10.10 Notices.** Any written notice to Consultant shall be sent to:
Michelle Lathan
Administration-Finance Director
Seed Collaborative, LLC
8467 South Van Ness Avenue
Inglewood, CA 90305
323-647-3597
michelle@seedcollab.com

Any written notice to City shall be sent to:
Eric Engelbart
Deputy City Manager
City of San Leandro City Manager's Office
835 E. 14th Street
San Leandro, CA 94577
510-577-3391
eengelbart@sanleandro.org

With a copy to:
City of San Leandro
Department of Finance
c/o Purchasing Agent
835 East 14th Street
San Leandro, CA 94577

10.11 Professional Seal. Where applicable in the determination of the contract administrator, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility," as in the following example.



10.12 Integration. This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A, B, C, and D represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

<u>Exhibit A</u>	Scope of Services
<u>Exhibit B</u>	Compensation Schedule & Reimbursable Expenses
<u>Exhibit C</u>	Indemnification
<u>Exhibit D</u>	COVID-19 Compliance Requirements

10.13 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

10.14 Certification per Iran Contracting Act of 2010. In the event that this contract is for

one million dollars (\$1,000,000.00) or more, by Consultant's signature below Consultant certifies that Consultant, and any parent entities, subsidiaries, successors or subunits of Consultant are not identified on a list created pursuant to subdivision (b) of Section 2203 of the California Public Contract Code as a person engaging in investment activities in Iran as described in subdivision (a) of Section 2202.5, or as a person described in subdivision (b) of Section 2202.5 of the California Public Contract Code, as applicable.

SIGNATURES ON FOLLOWING PAGE

The Parties have executed this Agreement as of the Effective Date. The persons whose signatures appear below certify that they are authorized to sign on behalf of the respective Party.

CITY OF SAN LEANDRO

SEED COLLABORATIVE

Jeff Kay, City Manager

Paul C. Hudson, Partner

Attest:

Consultant's DIR Registration Number
(if applicable)

Leticia I. Miguel, City Clerk

Budget Approved:

Approved as to Fiscal Authority:

Susan Hsieh, Finance Director

\$17,000 City Council Consulting (010-11-010-5120)
\$35,000 CMO Contingency (010-14-015-8355)
\$168,000 Use of Reserves

Total: \$220,000

Account Number

Approved as to Form:

Richard D. Pio Roda, City Attorney

Per Section 10.7: Form 700 Required

EXHIBIT A

SCOPE OF SERVICES

SEE ATTACHED DOCUMENT.

EXHIBIT B

COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES

SEE ATTACHED DOCUMENT.

EXHIBIT C

INDEMNIFICATION

Consultant shall indemnify, defend with counsel acceptable to City, and hold harmless City and its officers, elected officials, employees, agents and volunteers from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Consultant's performance of the services called for or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the sole negligence or willful misconduct of City.

Notwithstanding the forgoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code Section 2782, as may be amended from time to time, such duties of Consultant to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

The Consultant's obligation to defend and indemnify shall not be excused because of the Consultant's inability to evaluate Liability or because the Consultant evaluates Liability and determines that the Consultant is not liable to the claimant. The Consultant must respond within 30 days to the tender of any claim for defense and indemnity by the City. If the Consultant fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due the Consultant under and by virtue of this Agreement as shall reasonably be considered necessary by the City, may be retained by the City until disposition has been made of the claim or suit for damages, or until the Consultant accepts or rejects the tender of defense, whichever occurs first.

Consultant shall also indemnify, defend and hold harmless the City from all suits or claims for infringement of any patent rights, copyrights, trade secrets, trade names, trademarks, service marks, or any other proprietary rights of any person or persons because of the City or any of its officers, employees, volunteers, or agents use of articles, products things, or services supplied in the performance of Consultant's services under this Agreement, however, the cost to defend charged to Consultant shall not exceed Consultant's proportionate percentage fault.

EXHIBIT D

The novel coronavirus (“COVID-19”) has been declared a worldwide pandemic by the World Health Organization. The City of San Leandro is currently in a local emergency and state of emergency due to the COVID-19 pandemic.

COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact, through touched surfaces, and in airborne particles. As a result, federal, state, and local governments, including the City of San Leandro, and federal, state, county, and local health agencies recommend social distancing and additional cleaning protocols to limit the spread of the disease. The City has taken steps and put in place preventative measures recommended by federal, state, and local health agencies to reduce the spread of COVID-19. These measures include steps each person must take to prevent the spread of COVID-19 and include, but are not limited to, requiring face coverings, frequent hand washing and/or use of hand sanitizer, social distancing where possible, limiting of person-to-person contact, frequent cleanings of high-touch surfaces, and avoiding entering any building if they have COVID-19 symptoms.

Consultant shall obey all local orders and abide by all applicable preventative measures recommended by federal, state, county, and local health agencies and any preventative measures specifically implemented by the City. Consultant agrees that when entering any City buildings, Consultant will follow all COVID-19 related signage, wear a face covering, follow all social distancing protocols, and abide by any other COVID-19 preventative measure that are in place when performing the services described in this Agreement. Consultant shall also adhere to any subsequently communicated COVID-19 preventative measures as directed by City staff. The COVID-19 preventative measures are subject to change over time, and Consultant shall maintain knowledge of and adhere to the current COVID-19 preventative measures when interacting with City employees, officials, volunteers, agents, and representatives, and when entering City buildings.

SEED Collaborative



PERCEPTION INSTITUTE

Research. Representation. Reality.



Equity Plan

Consultant Scope of Work

8467 S Van Ness Avenue, Inglewood, CA. 90305

T: 323.320.4888 W: SEEDCOLLAB.COM

CONSULTING PROPOSAL

Summary

Seed Collaborative, LLC, in partnership with the Perception Institute (jointly referred to as Consultant), proposes to provide consulting services to assist the City of San Leandro (City), hereafter referred to as “Client”, with the development of a city-wide Equity Plan (Plan). The Plan will serve as a guide to achieve equitable structures, policies and practices and advance a more equitable, inclusive and diverse City.

Consultant proposes to assist Client with:

- **Bridging** – identifying strategies to eliminate siloed departments and functions, bridging cultural divisions, and improving knowledge, understanding, trust and communication between the community and City.
- **Belonging** – creating a work environment and culture where everyone belongs.
- **Prevention** – developing strategies to close disparity gaps by eliminating structural barriers.
- **Protection** – developing strategies to enhance the safety and well-being of residents and City staff.

Project Background

The City, like many cities across the United States, is grappling with an appropriate response to community complaints and protests related to institutional racism, use of force, and media images and narratives.

To begin to address community concerns, the San Leandro City Council (Council) has committed to transparency, investment in mental health services, collaborative partnerships with the community and engaging “...in the difficult but necessary conversations about equity, race, privilege, and injustice, including the formation of a community advisory task force.”¹

On a parallel track, the City is forming an internal equity and race team to analyze internal policies, practices and structures, and gather public input.

Based on actions already taken by the City, Consultant perceives the parameters of a potential engagement to include: 1) supporting the community advisory task force and the internal equity and race team; 2) facilitating collaboration among the City’s equity stakeholders and help align mission, purpose and outcomes; and 3) supporting and facilitating a process to assist the City with development of an equity plan.

¹ Joint City Council Letter to the Community – George Floyd Protests and Civil Unrest, June 4, 2020

Consultant Approach

Consultant's general approach to Equity is through the lens of *Targeted Universalism* (TU). The TU approach was co-conceptualized by Seed co-founder John A. Powell, and entails establishing a universal goal pursued by targeted strategies and processes to achieve the goal.²

TU recognizes that to accomplish a universal goal, we must acknowledge the fact that different groups of people are situated differently within society. This is a result of structural inequities that create different kinds of barriers and thus different pathways of reaching a goal.

TU directs attention to these various barriers and pathways and suggests structural changes to make reaching a goal smoother. By doing so, people are met where they are. Strategies are designed to accomplish a goal by taking people's specific situations into consideration so that they can get what they need when and how they need it, while also moving all towards the universal goal.

TU also addresses the polarization caused by only targeted or only universal strategies. Solely universal strategies fail to recognize the ways in which groups are situated. These types of strategies will work for those that are considered the norm but not for those with specific, unique conditions. Solely universal strategies are often perceived as overly ambitious and inadequate in helping those most in need.

Conversely, solely targeted strategies tend to not consider the ways in which the norms, desires, and practices of different groups may differ from the imagined universal being. Targeted strategies alone focus on supporting individuals while failing to transform systems; they are sometimes criticized for unfairly helping one group over another and can be viewed as preferential, thus seeding hostility and resentment.

TU is a data-driven methodology that involves a five-step process:

1. Define the universal goal
2. Measure how the overall population fairs relative to the universal goal
3. Measure the performance of population segments compared to the universal goal
4. Understand how structures and other factors support or impede group progress towards the universal goal
5. Implement targeted strategies

Targeted Universalism can be applied in internal and external contexts and can help organizations reach goals related to equity and belonging within the operations of an organization, as well as within the programs and services it provides to the community.

Consultant approaches all client engagements through the lens of a collaborative learning-exchange based on a consensus-building process that transfers lasting institutional benefits. Integral to

² <https://haasinstitute.berkeley.edu/targeteduniversalism>

Consultant's philosophy is designing solutions that work for our clients, which is why we custom tailor our approach to fit our clients' needs.

Consultant believes in a collaborative engagement and coordination process with Client, which includes regular communication via phone, Zoom, email and text, as well as scheduled update and status meetings.

Consultant will assign a Lead Consultant that will be the primary contact for the Client. The Lead Consultant will be a Senior Consultant with extensive experience working with government agencies.

Scope of Work

Consultant proposes that the scope of work include assessment and facilitation leading to development of a City Equity Plan in Phase One and an Equitable Policing Plan in Phase Two.

Activity One: Due Diligence

Timeline: Oct 2020 - February 2021

Due diligence is a practice and process that will be used at the beginning of the engagement to assess the policies, practices, programs, structures, culture and norms of the Client. The assessment will be based on Consultant due diligence that involves a combination of interviews, surveys, focus groups, review of relevant Client internal documents, data and resources, and use of other assessment tools to achieve Client outcomes.

The due diligence phase will produce both qualitative and quantitative data as a result of the Consultant activities listed below, which will subsequently help inform the development of the City Equity Plan.

The due diligence activities detailed below are the first step in the assessment process and the activities can proceed concurrently.

1. Individual Interviews

Consultant proposes to conduct individual interviews with a sampling of Client council members, senior staff, union leadership, and other internal and external stakeholders identified in collaboration with Client. Interviews provide a baseline for understanding how existing norms, practices, attitudes, organizational culture, structure and ways of operating impact:

- Hiring, development, promotion and retention of staff
- Decision-making
- Organizational structure
- Community engagement and empowerment; and
- Safety and well-being

The interviews also uplift organizational strengths, challenges, desired outcomes, and opportunities for innovative change.

Interviewees will be asked to allocate an hour for their interview and will not be asked to prepare in advance. Interviews will be conducted by phone or Zoom, and will be held confidential by Consultant, with only broad themes being reported that more than one interviewee stated during their interview.

2. Surveys

Surveys provide a useful tool that allow for a much larger sampling of personnel and other stakeholders regarding attitudes, beliefs, and opinions with respect to Client's TU competency and capacity. Surveys measure how respondent attitudes, beliefs, and perspectives can change over time through quantitative data and measurement.

Consultant will administer the survey and tabulate data findings that will inform higher order analysis conducted by Consultant. Consultant proposes that a survey should be conducted at the beginning of the engagement that will provide a baseline for comparing results of future surveys.

Consultant will conduct an online anonymous Climate Survey to be shared with all participants.³ Consultant will work collaboratively with Client to modify the survey to the organization's context and needs. The goal of the Climate Survey is to attain an understanding of equity and related topics, comfort in addressing issues related to identity difference, and perspectives on the impact of identity dynamics on the work of the organization.

In addition to these engagement measures, the Climate Survey will assess constructs that can help to inform best practices, such as experiences of belonging, respect, and investment; alignment of leadership's behavior to the organization's and community's goals; feedback on policies and initiatives; support by internal leadership and community representatives; and/or other relevant constructs.

All data collected through the survey will be completely anonymous and will be held by the Consultant. Consultant will then aggregate and cut data by salient identity groups (such as race and gender) to surface differential experiences, and by role to identify insights, as well as organization and community-wide trends and issues.

3. Focus Groups

Focus groups allow for a more in-depth conversation with small groups by providing an opportunity for different segment groups to share input together, such as people of color, union representatives, LGBTQ staff, employees with disabilities, residents, and community organization representatives.

Focus groups provide a forum for discussions concerning experience and performance of population segments, including successful strategies, services and programs, potential employment barriers, discrimination, and implicit bias, as well as ideas for systems change.

Consultant will prepare discussion questions and facilitate the focus groups. Client focus group participants will be asked to allocate two hours per session to engage in discussions and no preparation is required.

Focus groups will be identified in consultation with Client. Groups will meet via Zoom with the capacity for breakout subgroups.

³ The Climate Survey is an assessment designed by the Perception Institute.

4. Review of Client Internal Documents

Consultant will review internal Client documents, including but not limited to: organizational policies, strategic plan, organizational structure documents, information from trainings, community conversations, and any other available relevant data, metrics and measurement data, and communications.

The document review helps frame the internal operating environment and begins to uplift structural and systemic challenges and opportunities.

Client staff will be asked to assemble requested documents and provide access to the materials electronically for Consultant to review.

5. Desk Review/Research

Consultant will research and identify best practices and next practices, as well as uplift case studies that provide examples of strategies and plans that:

- Establish equitable organizational structures
- Enhance community engagement and empowerment
- Improve recruitment, hiring, development, promotion and retention of a diverse workforce

Activity Two: Group Facilitation

Timeline: Feb 2021 - July 2021

Facilitation is the second step in Consultant's engagement process. Consultant's group facilitation process assumes formation of a Client decision-making group that interfaces with Consultant and to whom Consultant reports.

Given Client's existing organizational structure to address equity and race, composed of a community advisory task force and an internal equity and race team, Consultant proposes to support and facilitate both groups with the goal of aligning approaches, processes, shared goals, and outcomes.

Consultant recommends forming a third group, the Equity Work Group (EWG) composed of representatives from the community advisory task force, equity and race team, and the executive leadership team with a charter to review and discuss due diligence findings and review, discuss and decide on structural, policy and practice recommendations.

EWG membership would be decided by leadership from the City and should include representatives from key stakeholder groups.

Group facilitation is an important component of the engagement process because it provides a vehicle to receive feedback, ensure group buy-in, create a sense of ownership of the process and outcomes, build trust among the members and between members and Consultant, and provides a platform to reach consensus decisions.

Consultant strongly believes in consensus decision-making and an inclusive review process as important factors in creating sustainable solutions and change.

EWG members will review due diligence findings and analysis, develop shared goals and ideas, establish priorities, and review and decide on strategies and recommendations.

Consultant will staff the EWG. Such support includes: preparing agendas, facilitating group sessions, providing presentations and reports, and recording notes and summaries of EWG meetings.

The EWG determines the regularity of meetings, but Consultant recommends monthly meetings during the initial stages of the engagement. Thus, EWG members may be asked to attend monthly meetings of 1-2 hours per meeting. Periodically, EWG members will be asked to meet for longer periods to engage in deeper discussions and provide feedback and guidance. EWG meetings will be held via Zoom with the capacity for breakout subgroups.

Activity Three: Data/Materials/Reports

Timeline: Ongoing

Throughout the engagement, Consultant will provide data, materials, and presentations to the EWG, the community advisory task force and the equity and race team as needed. Each phase of the due diligence process—interviews, surveys, focus groups, document review and research—provides data points that will build EWG awareness and understanding.

Data is also used to support targeted recommendations and strategies.

Regularity of reporting will be determined by the EWG and will be informed by the work plan and conform to project progress. It is assumed that reporting will be more frequent in the early stages of the project to ensure that Consultant is meeting the needs of the Client. Communication formats include PDF, Word, PowerPoint, and Excel.

Activity Four: Consultation

Timeline: Ongoing

Consultant will provide consultation and counsel—on an as needed basis—to the City’s executive leadership team, including the Mayor and City Manager, and the Chief of Police regarding the application, interpretation and communication of issues related to equity, Targeted Universalism, and belonging.

Consultant will serve as a thought partner with the City’s executive leadership team and the Chief of Police to respond to community interactions, employment barriers and opportunities, and to develop and support proactive actions, strategies and solutions.

Deliverable One - Equity Plan

Timeline: August 2021 - October 2021

Consultant will prepare a City Equity Plan (Plan) that includes due diligence findings and analysis and EWG approved recommendations that have been informed by community advisory task force and equity and race team feedback and input. The Plan will include:

- **Assessment** of City organizational practices, policies, culture, operations, and structures in relation to:
 - *Bridging* – eliminating siloed departments and functions and improving knowledge, understanding, trust and communication between segments within the City and between community and City.
 - *Belonging* – creating a work environment and culture where everyone belongs.
 - *Prevention* – decreasing disparities, improving access.
 - *Protection* – preserving the safety and well-being of the City’s residents.
- **Recommendations and Strategies** that are prioritized and targeted, based on proven results to enhance Belonging. Recommendations and strategies will include:

- Statement of agreed upon universal goal, including a public Equity Statement
- Targeted strategies to meet the specific needs of critical segment groups that align and drive towards the universal goal
- Prioritized recommendations and strategies regarding, but not limited to:
 - *Operations*
 - Recruitment, hiring, development, promotion and retention
 - Allocation of resources to support change
 - *Structure*
 - Strategies to foster intersectionality and collaboration
 - Recommendations to advance equity and monitor compliance
 - *Policies/Practices*
 - Diversity, Equity and Inclusion
 - *Training*
- **Community Engagement** – designed to promote transparency, encourage engagement and generate buy-in.
 - Outline steps to ensure community engagement with and review of the Plan
 - Advise and support community communications regarding the Plan
- **Implementation** – the Plan will include a work plan and timeline for next steps in implementing the Plan.
 - *Measurement* – the Plan will recommend systems and tools to monitor compliance with the Plan, evaluate performance, and make course corrections

The Plan will provide the City with a roadmap for change and innovation.

Consultant Fee

To complete the Scope of Work (above) for Phase One, Consultant proposes a fee of \$220,000 plus expenses.

Consultant

Seed Collaborative supports institutions and communities working on visionary initiatives to advance a more equitable and sustainable world. We believe that fair and just communities effectively tackle all forms of discrimination, build systems that mimic the everyday ways we care for one another, and ensure that the benefits of public and private investments are broadly shared.

We work with mission-driven institutions, government agencies, and community organizations to operationalize visionary initiatives in three areas.

- **Equity 2.0—Targeted Universalism:** Developing equitable solutions that advance belonging through Targeted Universalism.
- **Organizational Development:** Strengthening organizational impact and sustainability through collaboration and innovation.
- **Economic Development:** Creating restorative businesses and investment strategies.

Our approach is grounded by practices that reinforce the assets and wisdom of people who experience disinvestment and discrimination and draws on Targeted Universalism, setting universal goals that can be achieved through targeted strategies to meet the needs of different populations situated differently.

Perception Institute is a consortium of researchers and strategists who turn **cutting-edge mind science research about identity differences into solutions** that can be applied to everyday individual and institutional interactions.

We design interventions, trainings, and evaluation to help organizations communicate across difference, disrupt cycles of biased behavior, and integrate practices of fairness and opportunity. We work with institutional stakeholders, with a strong commitment to change and who value innovation and empiricism, to test solutions and bring them to scale, thereby transforming the lives of those most affected more efficiently and with greater accountability. We ground our work in 3 core concepts: Implicit Bias, Identity Anxiety, and Stereotype Threat.

The majority of Americans consciously adhere to egalitarian values and strive to treat others with fairness, not based on identity characteristics. However, research shows that judgments are often shaped by a set of tacit associations between racial and ethnic groups and stereotypic traits—shaped over time by history, media, and culture—even those who are deeply committed to equity can be influenced in subtle ways by broader social norms. Left unchecked, routine biased behavior leads to systemic discrimination. And racial and gendered anxiety—the fear that our biases may be revealed, or that we may become the object of bias—can unintentionally lead our brains to shut down, causing us to avoid interactions between identity groups, limiting our ability to reap the innovation benefits of diversity or transform practices that may negatively affect identity groups.

Accordingly, to achieve racially equitable outcomes in our systems, it is crucial to address the behavioral responses to automatic, unconscious stereotypical associations and related phenomena linked to racial and ethnic differences. We can also use the science to foster environments that promote equal treatment and guard against the impact of biases. When leadership, common practices, and institutional procedures promote fairness, we can meaningfully shift dynamics and reduce disparities throughout our systems.

Perception's approach helps organizations center their strategies for diversity, equity, and inclusion on the latest evidence-based research on implicit bias, racial anxiety, and stereotype threat among other core concepts in the mind sciences that can be applied to everyday individual and institutional interactions. Last, we are driven by a healthy optimism that is undergirded by exciting empirical evidence that suggests we *can override* our biases and navigate differences in ways that create better experiences and opportunities for all.

Consultant Team

john a. powell

john a. powell is a co-founder of Seed Collaborative. He is also the Director of the Haas Institute for a Fair and Inclusive Society and Professor of Law, African American, and Ethnic Studies at the University of California, Berkeley. john was one of co-developers of the adequacy theory/approach to education. He is a co-founder of the Poverty & Race Research Action Council and serves on the boards of several national and international organizations. john led the development of an “opportunity-based” model that

connects affordable housing to education, health, health care, and employment and is well-known for his work developing the frameworks of “targeted universalism” and “othering and belonging” to effect equity- based interventions. His latest book is *Racing to Justice: Transforming our Concepts of Self and Other to Build an Inclusive Society*. John received his bachelor’s degree from Stanford University and his J.D. from UC Berkeley.

Paul C. Hudson

Paul Hudson is a co-founder of Seed Collaborative, where he leads the Equity 2.0 practice. Paul focuses on solutions and strategies that support work environments and organizational goals that advance belonging. Paul is the former Chairman and CEO of Broadway Federal Bank, a certified Community Development Financial Institution that serves the financial needs of low to moderate income communities of color in South Los Angeles. He has served as Chairman of the Los Angeles City Community Redevelopment Agency, President of the Los Angeles NAACP, and on the board of the California Community Foundation, the Los Angeles County Metropolitan Transportation Authority and the Los Angeles City Housing Authority Board of Commissioners. He earned his bachelor’s degree and J.D. degrees from UC Berkeley.

Rachel Godsil

Rachel Godsil is the Co-Director and Co-Founder of Perception Institute. She collaborates with social scientists on empirical research to identify the efficacy of interventions to address implicit bias, racial anxiety, and stereotype threat. She regularly leads workshops and presentations addressing the role of bias and anxiety associated with race, ethnicity, religion, and gender, focusing on education, criminal justice, health care, and the workplace.

Professor Godsil has co-authored numerous reports, including the first two volumes of Perception Institute’s *Science of Equality* series: *The Science of Equality, Volume 1: Addressing Implicit Bias, Racial Anxiety, and Stereotype Threat in Education and Healthcare* (2014) and *The Science of Equality, Volume 2: The Effects of Gender Roles, Implicit Bias, and Stereotype Threat on the Lives of Women and Girls* (2016), as well as articles and book chapters such as *Prosecuting Fairly: Addressing the Challenges of Implicit Bias, Racial Anxiety, and Stereotype Threat*, CDAAC Prosecutor’s Brief (2018); *Promoting Fairness? Examining the Efficacy of Implicit Bias Training in the Criminal Justice System*, *Bias in the Law* (2020); *What Are We Up Against? An Intersectional Examination of Stereotypes Associated with Gender*, *Story at Scale* (2020); *Educating All of Our Children: Understanding and Addressing Implicit Bias* (2020).

Previously, Professor Godsil was the Eleanor Bontecou Professor of Law at Seton Hall University Law School, an Assistant United States Attorney for the Southern District of New York, an Associate Counsel at the NAACP Legal Defense and Educational Fund, as well as an associate with Berle, Kass & Case and Arnold & Porter in New York City. She earned her law degree from the University of Michigan.

Evan Holland

Evan Holland is a Co-Founder and Consultant of Seed Collaborative, where she leads the Organizational Development and Equity 2.0 - Targeted Universalism practices. Evan specializes in the design and facilitation of collaborative group processes and dynamics, qualitative data collection and analysis, strategic planning, infrastructure sustainability analysis, program and needs assessments, research-based program design, and systems design, implementation, and integration. Evan has a B.A. in Rhetoric, Public Discourses with a minor in African American Studies from the University of

California, Berkeley and a M.A. in Nonprofit Leadership and Management from the University of San Diego. Evan also holds a Certificate in Professional Program Development and Grant Communications from the Grant Institute at the University of Southern California. Evan serves on the advisory boards of the Arts for Incarcerated Youth Network. She is also a member of the 2013 class of the Los Angeles African American Women's Public Policy Institute.

Niambi Clay

Niambi Clay focuses her practice in the area of education. She has 25 years of experience in education, including 8 years as a secondary school math teacher. She is the former COO of Equal Opportunity Schools in Seattle, a national organization focused on closing access and achievement gaps for low-income students and students of color. She successfully partnered with more than 20 districts nationally, increasing participation by thousands of underrepresented students in AP and IB programs. As the Diversity, Equity, and Inclusion Lead at EOS, Niambi also oversaw the development of policies to support equitable decision-making throughout the organization. Niambi formerly served as the Administrator of the Oakland Unified School District's tutoring program at 62 school sites in coordination with over 50 outside educational organizations. Niambi received her bachelor's degree, master's in Education and M.B.A. from Stanford University.

Rodas Hailu

Rodas Hailu is an account manager for Seed. In her role, she assists lead consultants through various stages of project development and implementation. Additionally, Rodas functions as a liaison between project leads and clients, and ensures these relationships stay vibrant. She is a Posse Foundation Scholar and received a bachelor's degree in History from Grinnell College.

References

Racial Equity, Targeted Universalism and Belonging

1. **Multnomah County, OR⁴**

Ben Duncan

Chief Diversity & Equity Officer

Multnomah County

(503) 988-9090

benjamin.e.duncan@multco.us

2. **North Sound ACH**

Liz Baxter

Executive Director

North Sound ACH

(360) 543-8853

liz@northsoundach.org

3. **Newark Unified School District⁵**

Soleste Hilberg, Ph.D.

Former Assistant Superintendent

Director of Teacher Education, UC Santa Cruz

831-459-2280

soleste@ucsc.edu

⁴ Paul C. Hudson and John A. Powell led the Multnomah project before creating Seed Collaborative.

⁵ Niambi Clay headed the project for the Newark Unified School District.

Seed Collaborative

Payment Schedule:

Consultants Fee of \$220,000 shall be payable according to the following schedule. Each of the below payments listed in the schedule is inclusive of the consultant's \$10,000 monthly retainer for the first four months of the agreement. In advance of payment, the consultant shall provide to the City an invoice that outlines a line-item summary of any actions or activities that were expended in pursuit of the scope of work.

Not to exceed \$25,000	January 15, 2021
Not to exceed \$60,000	April 15, 2021
Not to exceed \$40,000	June 15, 2021
Not to exceed \$40,000	August 16, 2021
Not to exceed \$20,000	September 30, 2021
<u>Not to exceed \$35,000</u>	<u>November 15, 2020</u>

Grand Total: \$220,000

Expenses will be billed at cost in conjunction with invoices and will not exceed 5,000. Billed expenses will be accompanied by a detailed expense report with receipts.