

**CITY OF SANTA ROSA
PROFESSIONAL SERVICES AGREEMENT
WITH SEED COLLABORATIVE, LLC
AGREEMENT NUMBER _____**

This "Agreement" is made as of this ____ day of _____, 20____, by and between the City of Santa Rosa, a municipal corporation ("City"), and Seed Collaborative, LLC, a California Limited Liability Company ("Consultant").

RECITALS

- A. City desires to enter into an agreement with a qualified firm to provide consulting services in the development of a city equity plan.
- B. City desires to retain a qualified firm to conduct the services described above in accordance with the Scope of Services as more particularly set forth in Exhibit A to the Agreement.
- C. Consultant represents to City that it is a firm composed of highly trained professionals and is fully qualified to conduct the services described above and render advice to City in connection with said services.
- D. The parties have negotiated upon the terms pursuant to which Consultant will provide such services and have reduced such terms to writing.

AGREEMENT

NOW, THEREFORE, City and Consultant agree as follows:

1. SCOPE OF SERVICES

Consultant shall provide to City the services described in Exhibit A ("Scope of Services"). Consultant shall provide these services at the time, place, and in the manner specified in Exhibit A. Exhibit A is attached hereto for the purpose of defining the manner and scope of services to be provided by Consultant and is not intended to, and shall not be construed so as to, modify or expand the terms, conditions or provisions contained in this Agreement. In the event of any conflict between this Agreement and any terms or conditions of any document prepared or provided by Consultant and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the terms of this Agreement shall control and prevail.

2. COMPENSATION

a. City shall pay Consultant for services rendered pursuant to this Agreement at the rates, times and in the manner set forth in Exhibit B. Consultant shall submit monthly statements to City which shall itemize the services performed as of the date of the statement and set forth a progress report, including work accomplished during the period, percent of each task completed, and planned effort for the next period. Invoices shall identify personnel who have worked on the services provided, the number of hours each worked during the period covered by the invoice, the hourly rate for each person, and the percent of the total project completed, consistent with the rates and amounts shown in Exhibit B.

b. The payments prescribed herein shall constitute all compensation to Consultant for all costs of services, including, but not limited to, direct costs of labor of employees engaged by Consultant, travel expenses, telephone charges, copying and reproduction, computer time, and any and all other costs, expenses and charges of Consultant, its agents and employees. In no event shall City be obligated to pay late fees or interest, whether or not such requirements are contained in Consultant's invoice.

c. Notwithstanding any other provision in this Agreement to the contrary, the total maximum compensation to be paid for the satisfactory accomplishment and completion of all services to be performed hereunder shall in no event exceed the sum of Four Hundred Two Thousand, Six Hundred Eighty Dollars and No/Cents (\$402,680.00). The City's Chief Financial Officer is authorized to pay all proper claims from Charge Number 040101-5320.

3. DOCUMENTATION; RETENTION OF MATERIALS

a. Consultant shall maintain adequate documentation to substantiate all charges as required under Section 2 of this Agreement.

b. Consultant shall keep and maintain full and complete documentation and accounting records concerning all extra or special services performed by it that are compensable by other than an hourly or flat rate and shall make such documents and records available to authorized representatives of City for inspection at any reasonable time.

c. Consultant shall maintain the records and any other records related to the performance of this Agreement and shall allow City access to such records during the performance of this Agreement and for a period of four (4) years after completion of all services hereunder.

4. INDEMNITY

a. Consultant shall, to the fullest extent permitted by law, indemnify, protect, defend and hold harmless City, and its employees, officials and agents ("Indemnified Parties") from all claims, demands, costs or liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, interest, defense costs, and expert witness fees), that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, employees, or agents, in said performance

of professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or intentional misconduct of City.

b. The existence or acceptance by City of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of City's rights under this Section 4, nor shall the limits of such insurance limit the liability of Consultant hereunder. This Section 4 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 17(b), below. The provisions of this Section 4 shall survive any expiration or termination of this Agreement.

5. INSURANCE

a. Consultant shall maintain in full force and effect all of the insurance coverage described in, and in accordance with, Attachment One, "Insurance Requirements." Maintenance of the insurance coverage set forth in Attachment One is a material element of this Agreement and a material part of the consideration provided by Consultant in exchange for City's agreement to make the payments prescribed hereunder. Failure by Consultant to (i) maintain or renew coverage, (ii) provide City notice of any changes, modifications, or reductions in coverage, or (iii) provide evidence of renewal, may be treated by City as a material breach of this Agreement by Consultant, whereupon City shall be entitled to all rights and remedies at law or in equity, including but not limited to immediate termination of this Agreement. Notwithstanding the foregoing, any failure by Consultant to maintain required insurance coverage shall not excuse or alleviate Consultant from any of its other duties or obligations under this Agreement. In the event Consultant, with approval of City pursuant to Section 6 below, retains or utilizes any subcontractors or subconsultants in the provision of any services to City under this Agreement, Consultant shall assure that any such subcontractor has first obtained, and shall maintain, all of the insurance coverages set forth in the Insurance Requirements in Attachment One.

b. Consultant agrees that any available insurance proceeds broader than or in excess of the coverages set forth in the Insurance Requirements in Attachment One shall be available to the additional insureds identified therein.

c. Consultant agrees that the insurance coverages and limits provided under this Agreement are the greater of: (i) the coverages and limits specified in Attachment One, or (ii) the broader coverages and maximum limits of coverage of any insurance policy or proceeds available to the name insureds.

6. ASSIGNMENT

Consultant shall not assign any rights or duties under this Agreement to a third party without the express prior written consent of City, in City's sole and absolute discretion. Consultant agrees that the City shall have the right to approve any and all subcontractors and subconsultants to be used by Consultant in the performance of this Agreement before Consultant contracts with or otherwise engages any such subcontractors or subconsultants.

7. NOTICES

Except as otherwise provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party, shall be in writing and may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first-class postage, and addressed as indicated below, and depositing in the United States mail to:

City Representative:

Amy Reeve,
Human Resources Director
100 Santa Rosa Avenue, Room 1
Santa Rosa, CA 95404
707-543-3070 telephone
707-543-3064 facsimile

Consultant Representative:

Paul Hudson,
Co-Founder, Consultant
8467 South Van Ness Avenue
Inglewood, CA 90305
323-574-2800 telephone
323-940-0086 facsimile

8. INDEPENDENT CONTRACTOR

a. It is understood and agreed that Consultant (including Consultant's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Consultant nor Consultant's assigned personnel shall be entitled to any benefits payable to employees of City. City is not required to make any deductions or withholdings from the compensation payable to Consultant under the provisions of this Agreement, and Consultant shall be issued a Form 1099 for its services hereunder. As an independent contractor, Consultant hereby agrees to indemnify and hold City harmless from any and all claims that may be made against City based upon any contention by any of Consultant's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any services under this Agreement.

b. It is further understood and agreed by the parties hereto that Consultant, in the performance of Consultant's obligations hereunder, is subject to the control and direction of City as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by Consultant for accomplishing such results. To the extent that Consultant obtains permission to, and does, use City facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the Consultant's sole discretion based on the Consultant's determination that such use will promote Consultant's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the City does not require that Consultant use City facilities, equipment or support services or work in City locations in the performance of this Agreement.

c. If, in the performance of this Agreement, any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision, and control of Consultant. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Consultant. It is further understood and agreed that Consultant shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of Consultant's assigned personnel and subcontractors.

d. The provisions of this Section 8 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between City and Consultant. Consultant may represent, perform services for, or be employed by such additional persons or companies as Consultant sees fit.

9. ADDITIONAL SERVICES

Changes to the Scope of Services shall be by written amendment to this Agreement and shall be paid on an hourly basis at the rates set forth in Exhibit B, or paid as otherwise agreed upon by the parties in writing prior to the provision of any such additional services.

10. SUCCESSORS AND ASSIGNS

City and Consultant each binds itself, its partners, successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party in respect of all promises and agreements contained herein.

11. TERM, SUSPENSION, TERMINATION

a. This Agreement shall become effective on the date that it is made, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.

b. City shall have the right at any time to temporarily suspend Consultant's performance hereunder, in whole or in part, by giving a written notice of suspension to Consultant. If City gives such notice of suspension, Consultant shall immediately suspend its activities under this Agreement, as specified in such notice.

c. City shall have the right to terminate this Agreement for convenience at any time by giving a written notice of termination to Consultant. Upon such termination, Consultant shall submit to City an itemized statement of services performed as of the date of termination in accordance with Section 2 of this Agreement. These services may include both completed work and work in progress at the time of termination. City shall pay Consultant for any services for which compensation is owed; provided, however, City shall not in any manner be liable for lost profits that might have been made by Consultant had the Agreement not been terminated or had Consultant completed the services required by this Agreement. Consultant shall promptly deliver to City all documents related to the performance of this Agreement in its possession or control. All such documents shall be the property of City without additional compensation to Consultant.

12. TIME OF PERFORMANCE

The services described herein shall be provided during the period, or in accordance with the schedule, set forth in Exhibit A. Consultant shall complete all the required services and tasks and complete and tender all deliverables to the reasonable satisfaction of City, not later than December 31, 2022.

13. STANDARD OF PERFORMANCE

Consultant shall perform all services performed under this Agreement in the manner and according to the standards currently observed by a competent practitioner of Consultant's profession in California. All products of whatsoever nature that Consultant delivers to City shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in Consultant's profession, and shall be provided in accordance with any schedule of performance. Consultant shall assign only competent personnel to perform services under this Agreement. Consultant shall notify City in writing of any changes in Consultant's staff assigned to perform the services under this Agreement prior to any such performance. In the event that City, at any time, desires the removal of any person assigned by Consultant to perform services under this Agreement, because City, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, Consultant shall remove such person immediately upon receiving notice from City of the desire of City for the removal of such person.

14. CONFLICTS OF INTEREST

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of City or that would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of City. Consultant agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City at all times during the performance of this Agreement.

15. CONFLICT OF INTEREST REQUIREMENTS

a. **Generally.** The City's Conflict of Interest Code requires that individuals who qualify as "consultants" under the Political Reform Act, California Government Code sections 87200 *et seq.*, comply with the conflict of interest provisions of the Political Reform Act and the City's Conflict of Interest Code, which generally prohibit individuals from making or participating in the making of decisions that will have a material financial effect on their economic interests. The term "consultant" generally includes individuals who make governmental decisions or who serve in a staff capacity.

b. **Conflict of Interest Statements.** The individual(s) who will provide services or perform work pursuant to this Agreement are "consultants" within the meaning of the Political Reform Act and the City's Conflict of Interest Code:

yes no (check one)

If "yes" is checked by the City, Consultant shall cause the following to occur within 30 days after execution of this Agreement:

- (1) Identify the individuals who will provide services or perform work under this Agreement as "consultants"; and
- (2) Cause these individuals to file with the City Clerk the assuming office statements of economic interests required by the City's Conflict of Interest Code.

Thereafter, throughout the term of the Agreement, Consultant shall cause these individuals to file with the City Clerk annual statements of economic interests, and "leaving office" statements of economic interests, as required by the City's Conflict of Interest Code.

The above statements of economic interests are public records subject to public disclosure under the California Public Records Act. The City may withhold all or a portion of any payment due under this Agreement until all required statements are filed.

16. CONFIDENTIALITY OF CITY INFORMATION

During performance of this Agreement, Consultant may gain access to and use City information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the City. Consultant agrees to protect all City Information and treat it as strictly confidential, and further agrees that Consultant shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of City. In addition, Consultant shall comply with all City policies governing the use of the City network and technology systems. A violation by Consultant of this Section 16 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

17. CONSULTANT INFORMATION

a. City shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by Consultant pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. Consultant shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by City.

b. Consultant shall fully defend, indemnify and hold harmless City, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or

other proceedings alleging that all or any part of the information prepared, produced, or provided by Consultant pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. City shall make reasonable efforts to notify Consultant not later than ten (10) days after City is served with any such claim, action, lawsuit or other proceeding, provided that City's failure to provide such notice within such time period shall not relieve Consultant of its obligations hereunder, which shall survive any termination or expiration of this Agreement.

c. All proprietary and other information received from Consultant by City, whether received in connection with Consultant's proposal, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to City, City shall give notice to Consultant of any request for the disclosure of such information. Consultant shall then have five (5) days from the date it receives such notice to enter into an agreement with the City, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorneys' fees) incurred by City in any legal action to compel the disclosure of such information under the California Public Records Act. Consultant shall have sole responsibility for defense of the actual "trade secret" designation of such information.

d. The parties understand and agree that any failure by Consultant to respond to the notice provided by City and/or to enter into an agreement with City, in accordance with the provisions of subsection c, above, shall constitute a complete waiver by Consultant of any rights regarding the information designated "trade secret" by Consultant, and such information shall be disclosed by City pursuant to applicable procedures required by the Public Records Act.

18. MISCELLANEOUS

a. Entire Agreement. This Agreement contains the entire agreement between the parties. Any and all verbal or written agreements made prior to the date of this Agreement are superseded by this Agreement and shall have no further effect.

b. Modification. No modification or change to the terms of this Agreement will be binding on a party unless in writing and signed by an authorized representative of that party.

c. Compliance with Laws. Consultant shall perform all services described herein in compliance with all applicable federal, state and local laws, rules, regulations, and ordinances, including but not limited to, (i) the Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.) ("ADA"), and any regulations and guidelines issued pursuant to the ADA; and (ii) Labor Code sections 1720, et seq., which require prevailing wages (in accordance with DIR determinations at www.dir.ca.gov) be paid to any employee performing work covered by Labor Code sections 1720 et seq. Consultant shall pay to the City when due all business taxes payable by Consultant under the provisions of Chapter 6-04 of the Santa Rosa City Code. The City may deduct any delinquent business taxes, and any penalties and interest added to the delinquent taxes, from its payments to Consultant.

d. Discrimination Prohibited. With respect to the provision of services under this Agreement, Consultant agrees not to discriminate against any person because of the race, religious

creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of that person.

e. Governing Law; Venue. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court in Sonoma County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such court, and consent to service of process issued by such court.

f. Waiver of Rights. Neither City acceptance of, or payment for, any service or performed by Consultant, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

g. Incorporation of Attachments and Exhibits. The attachments and exhibits to this Agreement are incorporated and made part of this Agreement, subject to terms and provisions herein contained.

19. AUTHORITY; SIGNATURES REQUIRED FOR CORPORATIONS

Consultant hereby represents and warrants to City that it is (a) a duly organized and validly existing LLC, formed and in good standing under the laws of the State of California, (b) has the power and authority and the legal right to conduct the business in which it is currently engaged, and (c) has all requisite power and authority and the legal right to consummate the transactions contemplated in this Agreement. Consultant hereby further represents and warrants that this Agreement has been duly authorized, and when executed by the signatory or signatories listed below, shall constitute a valid agreement binding on Consultant in accordance with the terms hereof.

If this Agreement is entered into by a corporation, it shall be signed by two corporate officers, one from each of the following two groups: a) the chairman of the board, president or any vice-president; b) the secretary, any assistant secretary, chief financial officer, or any assistant treasurer. The title of the corporate officer shall be listed under the signature.

20. COUNTERPARTS AND ELECTRONIC SIGNATURES

This Agreement and future documents relating thereto may be executed in two or more counterparts, each of which will be deemed an original and all of which together constitute one Agreement. Counterparts and/or signatures delivered by facsimile, pdf or City-approved electronic means have the same force and effect as the use of a manual signature. Both City and Consultant wish to permit this Agreement and future documents relating thereto to be electronically signed in accordance with applicable federal and California law. Either Party to this Agreement may revoke its permission to use electronic signatures at any time for future documents by providing notice pursuant to the Agreement. The Parties agree that electronic signatures, by their respective signatories are intended to authenticate such signatures and to give rise to a valid, enforceable, and fully effective Agreement. The City reserves

the right to reject any signature that cannot be positively verified by the City as an authentic electronic signature.

Executed as of the day and year first above stated.

CONSULTANT:

CITY OF SANTA ROSA
a Municipal Corporation

Name of Firm: Seed Collaborative, LLC.

TYPE OF BUSINESS ENTITY (*check one*):

- Individual/Sole Proprietor
- Partnership
- Corporation
- Limited Liability Company
- Other (please specify: _____)

By: _____

Print Name: _____

Title: _____

Signatures of Authorized Persons:

APPROVED AS TO FORM:

By: _____

Print Name: _____

Title: _____

Office of the City Attorney

By: _____

Print Name: _____

Title: _____

ATTEST:

City Clerk

City of Santa Rosa Business Tax Cert. No.

Attachments:

- Attachment One - Insurance Requirements
- Exhibit A - Scope of Services and Compensation
- Exhibit B - Compensation

EXHIBIT A

SCOPE OF SERVICES

Summary

Seed Collaborative, LLC, (“Consultant” or “Seed Collaborative” or “Seed”), working with its subconsultant, the Perception Institute, proposes to provide consulting services to assist the City of Santa Rosa (City), the Santa Rosa Fire Department (SRFD) and the Santa Rosa Police Department (SRPD), hereafter jointly referred to as “Client”, with the development of a City Equity Plan that supports equitable structures, policies and practices, a Fire Department Diversity in Recruitment Strategy Plan that supports diversity and equity in recruitment, and an Equitable Policing Plan designed to further improve community-police relations and protect citizens and officers. All three Plans focus on advancing a *more equitable, inclusive, and diverse City, SRFD and SRPD*.

Consultant proposes to assist Client with:

- **Bridging** – strategies to eliminate siloed departments and functions and improve knowledge, understanding, trust and communication between the community, City, SRFD and SRPD.
- **Belonging** – creating a work environment and culture where everyone belongs.
- **Prevention** – strategies to decrease barriers and disparities and reduce policy violations.
- **Protection** – strategies to preserve the safety and well-being of residents, city personnel, and people impacted by the criminal justice system.

Consultant will provide Client with a City Equity Plan, a SRFD Recruitment Plan and an SRPD Equitable Policing Plan.

Project Approach - Methodology

Targeted Universalism

Consultant’s general approach to Equity is through the lens of *Targeted Universalism* (TU). The TU approach was conceptualized by Seed co-founder John A. Powell and entails establishing universal goals pursued by targeted processes to achieve those goals.¹

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

¹ <https://haasinstitute.berkeley.edu/targeteduniversalism>

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.

Collaborative, Consensus-Driven Process

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 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 –Work Schedule

Consultant's scope of work includes orientation, due diligence, facilitation and consultation leading to development of a City Equity Plan, a SRFD Recruitment Plan and an Equitable Policing Plan.

Activity 1: Orientation

Timeline: Jan 2021

Consultant will to schedule orientation meetings with Human Resources staff and the City's Executive Leadership team to:

- Provide further detail regarding the proposal and respond to questions concerning the Consultant's approach, methodology, process, and deliverables
- Discuss broadly development and implementation of a strategic equity plan
- Discuss parameters for forming a Project Team
- Agree on communication protocols and key stakeholders

Activity 2: Due Diligence

Timeline: Jan 2021 - July 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, and norms of the Client. The assessment will be based on Consultant due diligence that involves a combination of interviews, surveys, and focus groups, reviewing of relevant Client internal documents, data and resource review, 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, SRFD Recruitment Plan and Equitable Policing 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 will 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, decision-making and community engagement and empowerment; and
- Crime prevention, police conduct, as well as work to protect citizens, police and persons impacted by the criminal justice system.

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. Information shared during the interviews will be held confidential by Consultant, with only broad themes being reported that more than one interviewee stated during their interview.

Deliverable: Consultant will provide the City with the interview findings, data, and results.

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 conducting a survey 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.² 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 community culture and interpersonal dynamics, people's 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, investment; alignment of leadership behavior to 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.

Deliverable: Consultant will provide the City with the survey findings, data, and results.

3. Focus Groups

Focus groups allow for a more in-depth conversation by providing an opportunity for different segment groups to share input together, such as Client leadership, 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.

² The Climate Survey is an assessment designed by Consultant's subconsultant, the Perception Institute.

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

Deliverable: Consultant will provide the City with the focus group findings and results.

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 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:

- Established equitable organizational structures
- Enhanced community engagement and empowerment
- Improved recruitment, hiring, development, promotion and retention of a diverse workforce
- Reduced crime and police misconduct, and protected the welfare of residents, officers and those impacted by the criminal justice system.

Activity 3: Group Facilitation

Timeline: July 2021 - Dec 2021

Facilitation is the third step in Consultant's engagement process. Consultant's group facilitation process assumes formation of a Client decision-making group (Project Team) that interfaces with Consultant and to whom Consultant reports. The work and decisions of the Project Team will be informed by three sector focused task forces.

- 1) Equity Task Force (ETF) that looks at City of Santa Rosa data, findings and recommendations.
- 2) Recruitment/Diversity Task Force (RDTF) that focuses on recruitment, development, promotion, and retention of a diverse workforce, especially within the SRFD.
- 3) Equitable Policing Task Force (EPTF) that focuses on policing.

ETF, RDTF and EPTF membership would be decided by leadership from the City, SRFD and the SRPD, 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 Client 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.

To ensure Task Force collaboration, coordination, and alignment and to prevent siloing of departments, Consultant supports formation of a Project Team that has responsibility for a citywide approach and outcome. The Project Team would be composed of representatives from the City, SRPD, SRFD and community.

ETF, RDTF and EPTF members will review due diligence findings and analysis, develop shared goals and ideas, establish priorities, and review and recommend strategies and solutions to the Project Team.

The ETF, RDTF and the EPTF determine the regularity of meetings, but Consultant recommends no less than monthly during the initial stages of the engagement. Thus, ETF, RDTF and EPTF members may be asked to attend monthly meetings of 1-2 hours per meeting. Periodically, ETF, RDTF and EPTF members will be asked to meet for longer periods to engage in deeper discussions and provide feedback and guidance. ETF, RDTF and EPTF meetings will be held via Zoom with the capacity for breakout subgroups.

Deliverable: Consultant will staff the ETF, RDTF and EPTF. Such support includes preparing agendas, facilitating group sessions, thought leadership, providing presentations and reports, and recording notes and summaries of ETF, RDTF and EPTF meetings.

Activity 4: Data/Materials/Reports

Timeline: Ongoing

Throughout the engagement, Consultant will provide data, materials, and presentations to the Project Team, ETF, RDTF and EPTF. Each phase of the due diligence process—interviews, surveys, focus groups, document review and research—provides data points that will build Project Team, ETF, RDTF and EPTF awareness and understanding, as well as inform the subsequent equity plans produced at the end of the engagement.

Data is also used to support targeted recommendations and strategies.

Regularity of reporting will be determined by the Project Team, ETF, RDTF and EPTF and will 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 5: Consultation/Updates

Timeline: Ongoing

Consultant will provide advice and counsel—on an as needed basis—to the Council (where requested by City), City's executive leadership team, the Fire Chief and the Chief of Police regarding the application, interpretation, implementation and communication of issues related to equity, Targeted Universalism, and belonging.

Consultant will serve as a thought partner with the Council (where requested by City), City's executive leadership team and the Fire Chief and the Chief of Police to respond to community interactions, employment barriers and opportunities, and to develop and support proactive actions, strategies and solutions.

Consultant agrees to provide regular and timely updates to the Project Team on project progress and any anticipated changes to the project timeline.

Deliverable One: Recruitment Plan

Jan 2022 - Mar 2022

Consultant will prepare a Fire Department Diversity in Recruitment Strategy Plan (RSP) that details strategies, policies and actions designed to support creation of a diverse workforce. The RSP will address sourcing, orientation, development, and retention of qualified candidates. The RSP will be informed by due diligence findings and feedback, data collection and review, and input and recommendations from the RDTF.

The RSP will include:

- **Assessment of SRFD**
 - Analysis of SRFD organizational practices, policies, culture, operations, and structures.
 - Analysis of best practices and next practices that parallel the work environment, barriers and opportunities that exist within the City, especially the SRFD.
- **Recommendations and Strategies** prioritized and targeted strategies and recommendations that are based data and on how different segments are situated and are impacted by structures, policies and practices. Recommendations and strategies will include:
 - Sourcing and recruiting qualified diverse candidates
 - Selection processes and policies
 - Development strategies, training, continuing education, mentorship, etc.
 - Retention strategies designed to build careers not jobs
- **Community Engagement, Review and Buy in**
 - Outline steps to ensure community engagement with and review of the RSP
 - Align community review process with the City's Community Empowerment Plan and Engagement Principles.
 - Advise and support community communications regarding the RSP
- **Implementation** – the RSP will include a work plan and timeline for next steps in implementing the RSP
- **Measurement** – the RSP will recommend systems and tools to monitor compliance with the RSP, evaluate performance, and make course corrections

The RSP will provide the SRFD with a pathway for inclusion and innovation. Consultant will present final report to the City Council (as requested by City), Project Team and/or RDTF.

Deliverable Two: Equitable Policing Plan

Jan 2022 - Mar 2022

Consultant will prepare an Equitable Policing Plan (EP Plan) that includes analysis and recommendations. The EP Plan will be informed by due diligence findings and EPTF feedback, data collection and review, and input and recommendations. The EP Plan will contain:

- **Assessment** of SRPD organizational practices, policies, culture, operations, and structures in relation to:
 - **Bridging** – community policing, relations, outreach, and engagement
 - **Prevention** – criminal activities and policy violations
 - **Protection** – safety and health of citizens, officers, and persons in the criminal justice system, including restorative justice

- **Recommendations and Strategies**, prioritized and targeted, based on proven results to enhance Bridging, strengthen Prevention, and improve Protection. Recommendations and strategies will include:
 - Statement of agreed upon universal goal, including a public Equitable Policing 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*
 - Community policing
 - Allocation of resources to support change
 - *Structure*
 - *Policies/Practices*
 - Officer recruitment, hiring, development, promotion, retention
 - Use of force
 - Stop and search
 - *Training*
 - *Criminal justice system*
 - Restorative justice strategies

- **Community Engagement**, Review and Buy in
 - Outline steps to ensure community engagement with and review of the EP Plan.

- Align community review process with the City's Community Empowerment Plan and Engagement Principles.
- Advise and support community communications regarding the EP Plan
- **Implementation** – the EP Plan will include a work plan and timeline for next steps in implementing the EP Plan
 - **Measurement** – the EP Plan will recommend systems and tools to monitor compliance with the EP Plan, evaluate performance, and make course corrections

The EP Plan will provide the SRPD with a roadmap for change and innovation. Consultant will present final report to the Project Team and EPTF.

Deliverable Three: City Equity Plan

Mar 2022 - April 2022

Consultant will prepare a City Equity Plan (Plan) that includes due diligence findings and analysis, data collection and review, and recommendations informed by ETF and community 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 improve knowledge, understanding, trust and communication 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, Review and Buy in**
 - Outline steps to ensure community engagement with and review of the Plan.
 - Align community review process with the City's Community Empowerment Plan and Engagement Principles.

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 will present final report to the Project Team and ETF.

Additional Narrative - Budget

Seed's engagement process is founded on the principles of inclusion and seeks to build trust and high buy-in to ensure that staff, executives, and the board are excited about the equity plan, feel good about the process to develop it, and have support and guidance along the way. This proposal outlines a robust process that seeks high buy-in from staff and stakeholders.

This includes:

Due diligence including four data sets with multiple opportunities for broad inclusion from a variety of stakeholders through interviews and surveys.

Representation from a broad base of stakeholders in group processes that focus on fire, police and city departments.

Facilitate a set of dynamic group processes that support inclusion, sharing ideas, receiving feedback and gaining buy-in along the way that culminates in bringing all the departments together.

Review, research and development of best practices

Allows a variety of stakeholder groups to have direct input in the equity and recruitment plans.

These types of processes coupled with a consulting project team that works collaboratively and that is built for transformation are the factors that drive total project hours and thus cost. The benefits of an inclusive, collaborative approach include:

Collaborative process that leads to shared outcomes and a team that is more open, willing and prepared to implement the equity plan that helps sustain cultural shift towards equity and belonging

Tailored, layered project approach that includes complementary, scaffolded methods and tools along with flexible processes that are designed to tailor to the potentially shifting organizational dynamics along with unknown factors that are common in change processes like these

Data collection process that allows staff to weigh-in on the equity strengths, areas for improvement, ideas and experiences while it uplifts the voices and perspectives of staff groups most affected by inequities and othering

In order to deliver the proposed Scope for Santa Rosa, SEED proposes a deeply inclusive,

collaborative, data driven process that prioritizes high buy-in, consensus decision making, and intentional group process. This approach helps to get stakeholders thinking about what is possible in terms of equity at Santa Rosa early in the process with complementing group processes throughout to continue the feedback and buy-in loop. This high touch approach is labor intensive; however, it ensures that staff are more open to and prepared for the successful implementation of the equity plan.

EXHIBIT B COMPENSATION

The not-to-exceed amount set forth in section 2(C) of the Agreement including a total of \$3,000 in engagement expenses covering all project phases. Direct consulting work is represented by six team members providing 1,585 project hours to complete the scope of work over 11-months.

Below is the budget that outlines the costs associated with the proposed scope that will include:

- Budget with justifications that includes:
 - Total calculated costs (fee) for the project with justifications
 - Key personnel, hours on the project
 - Description of reimbursable project expenses

Budget and Justifications

Task	\$Amt	Hrs	john powell	Rachel Godsil	Paul Hudson	Niambi Clay	Evan Holland	Rodas Hailu	Assumptions
A1-A2 Due Diligence	132,449	572	9	55	85	114	200	109	Orientation 24 hrs, Interviews 213 hrs, Survey 53 hs, Focus Groups 159 hrs, Internal Document Review 35 hrs, Desk Review/Research 88 hrs
A3-A5 Group Facilitation	173,549	697	23	23	268	56	128	199	38 meetings over 6 months, 2 hours each, meeting preparations and scheduling and logistics
D1-D3 Equity & Recruitment Plans	93,682	316	28	28	138	40	40	42	Drafting, editing by SEED team members and client, 6 internal and 6 client coordination meetings
Expenses	3,000								Survey web tool (75/month, 12 months), graphic design costs and layout for 3 reports
Grand Total	\$402,680	1,585	60	106	491	210	368	350	