



CITY OF ALBANY CITY COUNCIL AGENDA STAFF REPORT

Agenda Date: July 17, 2023

SUBJECT: Recommendation of Consultant to Conduct Racial Equity Survey

REPORT BY: Nicole Almaguer, City Manager

SUMMARY

The action before the Council is approval of a contract for services with the Justice Collective to conduct a racial equity survey for the City of Albany.

STAFF RECOMMENDATION

That the Council:

1. Adopt Resolution No. 2023-57, approving a contract agreement with The Justice Collective; and
2. Authorize an appropriation of funds from the General Fund reserve for this project.

BACKGROUND/DISCUSSION

On January 17, 2023, the Council approved the recommendation of the Racial Equity Survey ad hoc committee, consisting of Councilmembers Jordan and López, to designate The Justice Collective and Seed Collaborative as the finalists for performing this work and to gather additional information from each toward recommending one. The [memo of that date](#) from the ad hoc committee provides additional background and findings.

On June 20, 2023 the Council received [an update](#) and regarding the work of the ad hoc subcommittee and a recommendation that the City engage with The Justice Collective for the project. The Council accepted the ad hoc subcommittee recommendation to select The Justice Collective, and authorized staff to work with The Justice Collective to develop a contract for services to conduct a racial equity survey.

Staff met with The Justice Collective to discuss the scope of work. The proposed contract and scope of work are provided as Attachment 2 to this report. The scope also allows for some degree of flexibility with regard to the project to ensure maximum effectiveness of the engagement and survey work.

SUSTAINABILITY CONSIDERATIONS

The recommended action does not have sustainability implications.

SOCIAL EQUITY AND INCLUSIVITY CONSIDERATIONS

The Racial Equity Survey is one of the next steps in the [Racial Equity Impact Plan](#) accepted by Council in the summer of 2021. The results of this survey will provide a baseline against which future changes in racial equity can be measured and inform the creation and prioritization of actions Albany can take to improve racial equity.

CITY COUNCIL STRATEGIC PLAN INITIATIVES

The recommended action would continue progress toward fulfilling the “Implement Racial Equity Survey” objective of Goal 4 – Encourage Community Connectivity Through Diversity, Equity, and Inclusivity.

FINANCIAL CONSIDERATIONS

The contract agreement is a not to exceed amount of \$123,700. Funds were not appropriated as part of the biennial operating budget as this contract would be considered a one-time, non-operating cost. As such, it is recommended that the Council authorize a one-time appropriation of \$123,700 from the remaining General Fund fund balance for this project.

Staff anticipate a surplus from the fiscal year 2022-23 budget cycle, which will increase the General Fund fund balance which is already above the 25% required by the Council’s General Fund Reserve Policy. This one-time appropriation will not reduce the balance below the required 25%, however it will reduce the amount generally available for Council to allocate to capital reserves and other projects when the annual audit is presented in early 2024.

NEXT STEPS

Pending Council approval, staff will coordinate with The Justice Collective on next steps in accordance with the scope of work.

Attachments

1. Resolution No. 2023-57
2. Contract No. C23-52 with scope of work

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RESOLUTION NO. 2023-57

**A RESOLUTION OF THE ALBANY CITY COUNCIL AUTHORIZING
THE CITY MANAGER TO AWARD CONTRACT NO. C23-52 TO
THE JUSTICE COLLECTIVE TO CONDUCT A RACIAL EQUITY SURVEY
AND APPROPRIATING FUNDS FROM THE GENERAL FUND
FUND BALANCE FOR THE PROJECT**

WHEREAS, the City Council Strategic Plan has identified implementation of a racial equity survey as a high priority to help achieve the goal of encouraging community connectivity through diversity, equity and inclusivity; and

WHEREAS, the City Council authorized issuance of a Request for Qualifications to conduct a racial equity survey in February 2022; and

WHEREAS, an adhoc committee of Council Members Jordan and López was established to provide recommendations on finalists based on proposals received and conduct interviews with the two finalists in coordination with City staff; and

WHEREAS, on June 20, 2023 the City Council approved the recommendation from the ad hoc subcommittee to select The Justice Collective to conduct the racial equity project for the City, and directed staff to work with The Justice Collective to prepare a contractual agreement; and

WHEREAS, a contractual agreement and proposed scope of work have been prepared with a total not to exceed cost of \$123,700; and

WHEREAS, funds were not appropriated as part of the biennial operating budget as this contract is a one-time, non-operating cost thereby requiring a one-time appropriation of \$123,700 from the remaining General Fund fund balance for this project.

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NOW, THEREFORE, BE IT RESOLVED, that the Albany City Council authorize the City Manager to award Contract No. C23-52 to The Justice Collective to conduct a racial equity survey for the not-to-exceed amount of \$123,700; and

BE IT FURTHER RESOLVED, that the Albany City Council appropriate \$123,700 from the General Fund fund balance for this project.

AARON TIEDEMANN, MAYOR

**CONTRACT #C23-52
AGREEMENT FOR CONSULTANT SERVICES
BETWEEN
THE CITY OF ALBANY
AND
THE JUSTICE COLLECTIVE**

FOR PROJECT: RACIAL EQUITY SURVEY

This AGREEMENT FOR CONSULTANT SERVICES ("AGREEMENT"), is made and entered into this ___ day of _____ 20__ by and among the City of Albany a California charter city ("CITY") and The Justice Collective [California corporation, partnership, LLC or LLP, or individual] ("CONSULTANT").

In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

SECTION 1. TERM OF AGREEMENT.

Subject to the provisions of SECTION 19 "TERMINATION OF AGREEMENT" of this AGREEMENT, the term of this AGREEMENT shall be for a period of 18 months from the date of execution of this AGREEMENT, as first shown above. Such term may be reduced or extended upon written agreement of both parties to this AGREEMENT.

SECTION 2. SCOPE OF SERVICES.

CONSULTANT agrees to perform the services set forth in EXHIBIT "A" "SCOPE OF SERVICES" and made a part of this AGREEMENT.

SECTION 3. ADDITIONAL SERVICES.

CONSULTANT shall not be compensated for any services rendered in connection with its performance of this AGREEMENT which are in addition to or outside of those set forth in this AGREEMENT or listed in EXHIBIT "A" "SCOPE OF SERVICES", unless such additional services are authorized in advance and in writing by the City Council or City Manager of CITY. CONSULTANT shall be compensated for any such additional services in the amounts and in the manner agreed to by the City Council or City Manager.

SECTION 4. COMPENSATION AND METHOD OF PAYMENT.

Subject to any limitations set forth in this AGREEMENT, CITY agrees to pay CONSULTANT the amounts specified in EXHIBIT "B" "COMPENSATION" and made a part of this AGREEMENT for services satisfactorily rendered under this AGREEMENT. The total compensation payable, including reimbursement for actual expenses, shall not exceed \$123,700 (One hundred twenty-three thousand seven hundred dollars) unless additional compensation is approved in writing by the City Council or City Manager.

Each month CONSULTANT shall furnish to CITY an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, sub-consultant contracts and miscellaneous expenses. CITY shall independently review each invoice submitted by the CONSULTANT to determine whether the work performed and expenses incurred are in compliance with the provisions of this AGREEMENT. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth below. In the event any charges or expenses are disputed by CITY, the original invoice shall be returned by CITY to CONSULTANT for correction and resubmission.

Except as to any charges for work performed or expenses incurred by CONSULTANT which are disputed by CITY, CITY will use its best efforts to cause CONSULTANT to be paid within thirty (30) days of receipt of CONSULTANT's invoice.

Payment to CONSULTANT for work performed pursuant to this AGREEMENT shall not be deemed to waive any defects in work performed by CONSULTANT.

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

CITY may inspect and accept or reject any of CONSULTANT's work under this AGREEMENT, either during performance or when completed. CITY shall reject or finally accept CONSULTANT's work within sixty (60) days after submitted to CITY. CITY shall reject work by a timely written explanation, otherwise CONSULTANT's work shall be deemed to have been accepted. CITY's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of CONSULTANT's work by CITY shall not constitute a waiver of any of the provisions of this AGREEMENT including, but not limited to, SECTIONS 15 and 16, pertaining to indemnification and insurance, respectively.

SECTION 6. OWNERSHIP OF DOCUMENTS.

All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by CONSULTANT in the course of providing any services pursuant to this AGREEMENT shall become the sole property of CITY and may be used, reused or otherwise disposed of by CITY without the permission of the CONSULTANT. Upon completion, expiration or termination of this AGREEMENT, CONSULTANT shall turn over to CITY all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

SECTION 7. CONSULTANT'S BOOKS AND RECORDS.

CONSULTANT shall maintain any and all documents and records demonstrating or relating to CONSULTANT's performance of services pursuant to this AGREEMENT. CONSULTANT shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services,

expenditures and disbursements charged to CITY pursuant to this AGREEMENT. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by CONSULTANT pursuant to this AGREEMENT. Any and all such documents or records shall be maintained for three years from the date of execution of this AGREEMENT and to the extent required by laws relating to audits of public agencies and their expenditures.

(b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, at any time during regular business hours, upon written request by CITY or its designated representative. Copies of such documents or records shall be provided directly to the CITY for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at CONSULTANT's address indicated for receipt of notices in this AGREEMENT.

(c) Where CITY has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or discarded due to dissolution or termination of CONSULTANT's business, CITY may, by written request, require that custody of such documents or records be given to the requesting party and that such documents and records be maintained by the requesting party. Access to such documents and records shall be granted to CITY, as well as to its successors-in-interest and authorized representatives.

SECTION 8. STATUS OF CONSULTANT.

(a) CONSULTANT is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of CITY. CONSULTANT shall have no authority to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against CITY, whether by contract or otherwise, unless such authority is expressly conferred under this AGREEMENT or is otherwise expressly conferred in writing by CITY.

(b) The personnel performing the services under this AGREEMENT on behalf of CONSULTANT shall at all times be under CONSULTANT's exclusive direction and control. Neither CITY, nor any elected or appointed boards, officers, officials, employees or agents of CITY, shall have control over the conduct of CONSULTANT or any of CONSULTANT's officers, employees or agents, except as set forth in this AGREEMENT. CONSULTANT shall not at any time or in any manner represent that CONSULTANT or any of CONSULTANT's officers, employees or agents are in any manner officials, officers, employees or agents of CITY.

(c) Neither CONSULTANT, nor any of CONSULTANT's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to CITY'S employees. CONSULTANT expressly waives any claim CONSULTANT may have to any such rights.

SECTION 9. STANDARD OF PERFORMANCE.

CONSULTANT represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this AGREEMENT in a thorough, competent and professional manner. CONSULTANT shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this AGREEMENT, CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of CONSULTANT under this AGREEMENT.

SECTION 10. COMPLIANCE WITH APPLICABLE LAWS, PERMITS, AND LICENSES.

CONSULTANT shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this AGREEMENT. CONSULTANT shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this AGREEMENT. Neither CITY, nor any elected or appointed boards, officers, officials, employees or agents of CITY, shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.

CONSULTANT shall obtain and maintain in full force and effect during the term of this AGREEMENT a Business License from the CITY's Finance Department. Provide City of Albany Business License number and Expiration Date on Page 11 of this contract.

SECTION 11. NONDISCRIMINATION.

CONSULTANT shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this AGREEMENT.

SECTION 12. UNAUTHORIZED ALIENS.

CONSULTANT hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et M., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should CONSULTANT so employ such unauthorized aliens for the performance of work and/or services covered by this AGREEMENT, and should any liability or sanctions be imposed against CITY for such use of unauthorized aliens, CONSULTANT hereby agrees to and shall reimburse CITY for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by CITY.

SECTION 13. PAYMENT OF A LIVING WAGE; FAILURE TO COMPLY.

By its signature hereunder, CONSULTANT certifies that it is aware of the CITY ordinance requiring all consultants who meet certain eligibility guidelines to pay covered

employees a living wage as enumerated in the ordinance, and agrees to comply with such provisions before commencing the performance of work and/or services covered by this AGREEMENT. CONSULTANT agrees to provide CITY with documents and information verifying compliance with the requirements of the ordinance upon a request by CITY for such verification. CONSULTANT understands that failure to comply with any or all of the requirements of CITY'S living wage ordinance may result in sanctions including termination of the contract and the CITY'S or covered employees' pursuit of any available legal remedies. CONSULTANT further agrees to notify each of its affected employees in writing, upon commencement of performance of work and/or services covered by this AGREEMENT, of CONSULTANT'S obligation to pay a living wage as set forth in the CITY ordinance. This provision shall not be construed to limit CONSULTANT'S discretion to provide greater wages or benefits to its employees. Notwithstanding anything to the contrary, this provision shall not apply to work or services subject to state prevailing wage law codified at Labor Code sections 1720 *et seq.* and 1770 *et seq.*

SECTION 14. CONFLICTS OF INTEREST.

(a) CONSULTANT covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of CITY or which 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 express written consent of the City Manager. CONSULTANT agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY in the performance of this AGREEMENT.

(b) CITY understands and acknowledges that CONSULTANT is, or may be, as of the date of execution of this AGREEMENT, independently involved in the performance of non-related services for other governmental agencies and private parties. CONSULTANT is unaware of any stated position of CITY relative to such projects. Any future position of CITY on such projects shall not be considered a conflict of interest for purposes of this section.

SECTION 15. CONFIDENTIAL INFORMATION AND RELEASE OF INFORMATION.

(a) All information gained or work product produced by CONSULTANT in performance of this AGREEMENT shall be considered confidential, unless such information is in the public domain or already known to CONSULTANT. CONSULTANT shall not release or disclose any such information or work product to persons or entities other than CITY without prior written authorization from the City Administrator, except as may be required by law.

(b) CONSULTANT, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney of CITY, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed

under this AGREEMENT. Response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives CITY notice of such court order or subpoena.

(c) If CONSULTANT, or any officer, employee, agent or subcontractor of CONSULTANT, provides any information or work product in violation of this AGREEMENT, then CITY shall have the right to reimbursement and indemnity from CONSULTANT for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of CONSULTANT's conduct.

(d) CONSULTANT shall promptly notify CITY should CONSULTANT, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this AGREEMENT and the work performed thereunder. CITY retains the right, but has no obligation, to represent CONSULTANT or be present at any deposition, hearing or similar proceeding. CONSULTANT agrees to cooperate fully with CITY and to provide CITY with the opportunity to review any response to discovery requests provided by CONSULTANT. However, this right to review any such response does not imply or mean the right by CITY to control, direct, or rewrite said response.

SECTION 16. INDEMNIFICATION.

(a) CITY and its elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "INDEMNITEES") shall have no liability to CONSULTANT or any other person for, and CONSULTANT shall indemnify, defend, protect and hold harmless INDEMNITEES from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively "CLAIMS"), which INDEMNITEES may suffer or incur or to which INDEMNITEES may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of or allegedly caused by the CONSULTANT's performance of or failure to perform any services under this AGREEMENT or by the negligent or *willful* acts or omissions of CONSULTANT, its agents, officers, directors, subcontractors or employees, committed in performing any of the services under this AGREEMENT.

(b) If any action or proceeding is brought against INDEMNITEES by reason of any of the matters against which CONSULTANT has agreed to indemnify INDEMNITEES as provided above, CONSULTANT, upon notice from CITY, shall defend INDEMNITEES at CONSULTANT's expense by counsel acceptable to CITY, such acceptance not to be unreasonably withheld. INDEMNITEES need not have first paid for any of the matters to which INDEMNITEES are entitled to indemnification in order to be so indemnified. The insurance required to be maintained by CONSULTANT under SECTION 16 shall ensure CONSULTANT's obligations under this section, but the limits of such insurance shall not limit the liability of CONSULTANT hereunder. The provisions of this section shall survive the expiration or earlier termination of this AGREEMENT.

(c) If CONSULTANT's obligation to defend, indemnify, and/or hold harmless arises out of CONSULTANT's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, CONSULTANT's indemnification obligation shall be limited to CLAIMS that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT, and, upon CONSULTANT obtaining a final adjudication by a court of competent jurisdiction, CONSULTANT's liability for such claim, including the cost to defend, shall not exceed the CONSULTANT's proportionate percentage of fault.

(d) The provisions of this section do not apply to CLAIMS occurring as a result of the CITY's sole negligence or *willful* acts or omissions.

SECTION 17. INSURANCE.

CONSULTANT agrees to obtain and maintain in full force and effect during the term of this AGREEMENT the insurance policies set forth in EXHIBIT "C" "INSURANCE" and made a part of this AGREEMENT. All insurance policies shall be subject to approval by CITY as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Administrator. CONSULTANT agrees to provide CITY with copies of required policies upon request.

SECTION 18. ASSIGNMENT.

The expertise and experience of CONSULTANT are material considerations for this AGREEMENT. CITY has an interest in the qualifications of and capability of the persons and entities who will fulfill the duties and obligations imposed upon CONSULTANT under this AGREEMENT. In recognition of that interest, CONSULTANT shall not assign or transfer this AGREEMENT or any portion of this AGREEMENT or the performance of any of CONSULTANT's duties or obligations under this AGREEMENT without the prior written consent of the CITY. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this AGREEMENT entitling CITY to any and all remedies at law or in equity, including summary termination of this AGREEMENT. CITY acknowledges, however, that CONSULTANT, in the performance of its duties pursuant to this AGREEMENT, may utilize subcontractors.

SECTION 19. CONTINUITY OF PERSONNEL.

CONSULTANT shall make every reasonable effort to maintain the stability and continuity of CONSULTANT's staff assigned to perform the services required under this AGREEMENT. CONSULTANT shall notify CITY of any changes in CONSULTANT's staff assigned to perform the services required under this AGREEMENT, prior to any such performance.

SECTION 20. TERMINATION OF AGREEMENT.

(a) CITY may terminate this AGREEMENT, with or without cause, at any time by giving thirty (30) days written notice of termination to CONSULTANT. In the event such notice is given, CONSULTANT shall cease immediately all work in progress.

(b) CONSULTANT may terminate this AGREEMENT at any time upon thirty (30) days written notice of termination to CITY. In the event such notice is given, CONSULTANT shall cease immediately all work in progress.

(c) If either CONSULTANT or CITY fail to perform any material obligation under this AGREEMENT, then, in addition to any other remedies, either CONSULTANT, or CITY may terminate this AGREEMENT immediately upon written notice.

(d) Upon termination of this AGREEMENT by either CONSULTANT or CITY, all property belonging exclusively to CITY which is in CONSULTANT's possession shall be returned to CITY. CONSULTANT shall furnish to CITY a final invoice for work performed and expenses incurred by CONSULTANT, prepared as set forth in SECTION 4 of this AGREEMENT. This final invoice shall be reviewed and paid in the same manner as set forth in SECTION 4 of this AGREEMENT.

SECTION 21. DEFAULT.

In the event that CONSULTANT is in default under the terms of this AGREEMENT, the CITY shall not have any obligation or duty to continue compensating CONSULTANT for any work performed after the date of default and may terminate this AGREEMENT immediately by written notice to the CONSULTANT.

SECTION 22. EXCUSABLE DELAYS.

CONSULTANT shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of CONSULTANT. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of CITY, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this AGREEMENT shall be equitably adjusted for any delays due to such causes.

SECTION 23. COOPERATION BY CITY.

All public information, data, reports, records, and maps as are existing and available to CITY as public records, and which are necessary for carrying out the work as outlined in the EXHIBIT "A" "SCOPE OF SERVICES", shall be furnished to CONSULTANT in every reasonable way to facilitate, without undue delay, the work to be performed under this AGREEMENT.

SECTION 24. NOTICES.

All notices required or permitted to be given under this AGREEMENT shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

To CITY: Nicole Almaguer
City Manager
City of Albany
1000 San Pablo Avenue
Albany, CA 94706

To CONSULTANT: The Justice Collective
<https://www.thejusticecollective.org/>

Notice shall be deemed effective on the date personally delivered or transmitted by email or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

SECTION 25. AUTHORITY TO EXECUTE.

The person or persons executing this AGREEMENT on behalf of CONSULTANT represents and warrants that they have the authority to so execute this AGREEMENT and to bind CONSULTANT to the performance of its obligations hereunder.

SECTION 26. BINDING EFFECT.

This AGREEMENT shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

SECTION 27. MODIFICATION OF AGREEMENT.

No amendment to or modification of this AGREEMENT shall be valid unless made in writing and approved by the CONSULTANT and by the CITY. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

SECTION 28. WAIVER

Waiver by any party to this AGREEMENT of any term, condition, or covenant of this AGREEMENT shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this AGREEMENT shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of

this AGREEMENT. Acceptance by CITY of any work or services by CONSULTANT shall not constitute a waiver of any of the provisions of this AGREEMENT.

SECTION 29. LAW TO GOVERN; VENUE.

This AGREEMENT shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in Alameda County. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Northern District of California, in San Francisco.

SECTION 30. CLAIMS.

All claims arising out of or related to this agreement must be presented not later than six (6) months after the accrual of the cause of action. Such claims shall be governed by the provisions of the Albany Municipal Code and such claims shall further be governed by the provisions of section 930.4 of the Government Code for the purposes of filing leave to present a later claim. It is further provided that subdivision (b) of section 911.4 sections 911.6 to 912.2, inclusive and section 946.6 are applicable to all such claims, and the time specified in this agreement shall be deemed the "time specified" in section 911.2 within the meaning of sections 911.6 and 946.6.

SECTION 31. W-9 FORM

Complete the attached EXHIBIT "D W-9 FORM" that will be removed from this contract and forwarded to our Finance Department for use during invoice processing.

SECTION 32. ENTIRE AGREEMENT.

This AGREEMENT, including the attached EXHIBITS "A" through "D", is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between CONSULTANT and CITY prior to the execution of this AGREEMENT. No statements, representations or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding. No amendment to this AGREEMENT shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

SECTION 33. SEVERABILITY.

If any term, condition or covenant of this AGREEMENT is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this AGREEMENT shall not be affected thereby and the AGREEMENT shall be read and construed without the invalid, void or unenforceable provision(s).

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed the day and year first above written.

CITY OF ALBANY: (#C23-52)

**CONSULTANT:
THE JUSTICE COLLECTIVE**

By _____

Nicole Almaguer, City Manager

Date _____

By _____

(Authorized Officer)

Name:

Title:

By _____

(Authorized Officer)

Name:

Title:

ATTEST:

City of Albany Business License

BL # _____

Expiration Date:

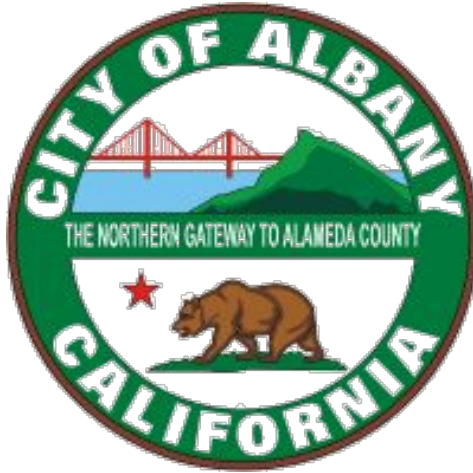
Anne Hsu, City Clerk

Date _____



THE JUSTICE COLLECTIVE

Proposed Scope of Work for



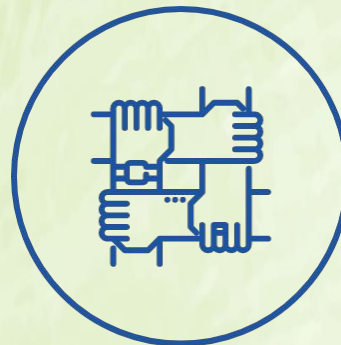
PROPOSED SCOPE OF WORK

TJC has developed a project plan that covers 2 key bodies of work. On their own and together, each of these surface, address, and strengthen key elements of City of Albany's ability to embed r(EDI) into their strategy and community.

This scope is a plan designed with the flexibility to change at any time, and any and all activities may be modified or adjusted to meet real time needs. Regular project management meetings will be scheduled to regularly monitor progress and address potential challenges, including a possible revision of the scope at any time.



Organizational Assessment



Community Engagement

r(EDI) Assessment



TJC will assess the City of Albany's impact on the community, get an understanding of community conditions, as well as identify and leverage opportunities for growth. Our approach to assessments amplifies historically marginalized voices to cultivate a deeper understanding of community experiences from the inside out. We take these insights and generate recommendations to help guide your next steps to deepen your commitment to r(EDI). In this proposal and budget, TJC will show 2 separate offerings of an assessment, both standard and robust, so the City of Albany, may select the one that aligns best with their goals.



Activities

TJC will:

1. Support internal collaborators in developing effective internal communication language and strategies to properly engage key stakeholders in both the internal team and the broader City of Albany community for the discovery phase.
2. Collaborate to design a survey and conduct either 5 (standard) or 10 (robust) interviews to better understand staff demographics, comprehension and comfort with r(EDI) frameworks, workplace experience and how identities, teams and positions influence that experience. As well as gain insight into their views of community impact in order for our team to better assess where their is alignment with the community, and where there is divergence.
3. Up to two (2) focus groups with staff to better understand how the City of Albany can continue to best engage and support the community.
 - a. **add-on:** 4 focus groups with key community stakeholders to understand City of Albany's impact on the community it serves. Our team will collaborate closely with City of Albany leadership and staff to understand the best approach for outreach and recruitment as well as which existing relationships with community based organizations, and or other community groups can be leveraged.
4. Review both internal and external cultural artifacts, asset, and documents (**subject to hourly billable rate after allotted 5 (standard) or 10 (robust) hours**).
5. Develop and deliver an in-depth Assessment Report including prescriptive recommendations to inform equity strategy development and identify opportunities for growth.
6. Conduct 2 presentations of findings to key stakeholders.

Deliverables

1. Internal Strategic Communications Plan
2. Community Impact Survey
3. Interview Protocol
4. Comprehensive Discovery Report with recommendations

Outcomes

1. City of Albany has clarity about r(EDI) challenges and opportunities to inform communications, strategy development, community engagement, identify future opportunities for growth.
2. Establishes a baseline against which progress can be assessed over time.

Community Engagement



Community feedback and investment are a critical part of this work. TJC will support relationship and trust building with community leaders, advocates, and service providers to design a process that will meet community accessibility needs in order to co-create equitable community engagement strategies. TJC will work with key City of Albany stakeholders and community partners to develop a 6-month engagement process that consists of a strategic communications plan that generates enthusiasm to engage in community activities, and feedback/reporting mechanisms to ensure a high level of transparency about the process, findings, and City of Albany's next steps.

Activities

TJC will:

1. Support in organizing, developing a comms strategy, and hold Town Halls for City of Albany's community stakeholders. Town Halls are an important, and accessible, way to allow community members to share important feedback, create connections, and engage in direct discourse with the city's leadership bodies. Town halls also provide the space and opportunity for the City of Albany and TJC to directly share back critical key findings and recommendations that emerge from our r(EDI) assessment.
 - a. *TJC recommends hosting a total of two (2) Town Hall sessions open to community partners and staff to learn about TJC's findings.*
2. Organize, facilitate, and shareback themes from Community Listening Sessions. These sessions are a more informal and intimate space where community members are given the opportunity to feel seen, heard, and supported by their city's leadership. This space, while meaningful, will also yield important insights into how current City of Albany strategies, policies, and initiatives are directly impacting the people in the community it serves.
 - a. *TJC recommends hosting a total of four (4) sessions open to community partners and two (2) sessions for City of Albany staff.*

Deliverables

1. 6-Month Community Engagement Plan
2. Strategic Communications and Outreach materials
3. Two (2) Town Halls
4. Six (6) Listening Sessions
5. Report of emergent themes

Outcomes

1. City of Albany has provided meaningful space for community members to engage each other and city leadership.
2. Feedback gathered can be leveraged for future community initiatives and strategies.

PROJECT TIMELINE



Quarter 1

Kickoff

Our consultants introduced to the City of Albany's leadership, key internal stakeholders and community members; project planning & Discovery phase begins

Quarter 2

Discovery

Collaborate with the City of Albany's project leads to refine r(EDI) assessment & comms strategy. Survey roll-out. Identify interviewees & community participants to be recruited; Town Halls and Listening Session project planning & comms begins.

Quarter 3

Community Engagement

Focus Groups, Town Halls and Listening Sessions take place; Survey Closed and TJC team begins analysis.

Quarter 4

Assessment Reporting & Project Wrap Up

Assessment Report Presentations to the City of Albany's leadership and key internal stakeholders, Report Findings share out to community members during Town Halls. Project wrap-up.

Project Budget & Cost Assumptions



At TJC we do all that we can to make our services accessible to a wide-range of client-partners while still honoring our time, effort and value. We are open to iterating on our project scope to meet your needs. Based on those details shared in your RFP, TJC has proposed an estimated project budget of **\$123,700** to capture the costs of our **Robust Assessment**, Town Halls, and Listening Sessions to be delivered over an estimated **10-12 month time horizon**. We have also included a second option of the **Standard Assessment** which involves half the number of interviews, cultural artifact review, and will include a less extensive and thorough report. That option has an estimated project budget of **\$83,700** and includes the Town Halls and Listening Sessions to be delivered over the same 10-21 month timeline. TJC estimates a consulting team of **2 of consultants** and **a principal advisor** to successfully complete the project.

Provided on the following page is a project budget that is based on the preceding scope details and activities. The budget is subject to adjustment if:

- Translation services are needed,
- Additional interviewees are identified,
- Additional volume of cultural artifacts data is requested to be included (volume of documents and pages increased),
- City of Albany's project leads request timeline extensions due to any number of factors, and/or
- Additional advising hours are requested or required.

This estimate includes the following details and is based on the lessons we've incorporated performing these types of assessments since 2016, which include the following factors:

1. Feasibility of timely scheduling with our partner: Efficient selection of interviewees and coordination of scheduling those meetings,
2. Coordination of communication between internal project leads at the City of Albany and other key stakeholders involved in the initiative,
3. Volume of data collected and ease of coordination and timeliness in receiving cultural artifacts per our scheduled requests, and
4. Participation rates of staff in the process, including consideration of the extent to which staff may need incentivization and/or deadline extensions to complete the survey and/or scheduling and participation in interviews and other meetings or presentations.

Quoted pricing on the following pages is valid for 30 days.

Project Budget

Robust Assessment & Community Engagement

Organizational Assessment			
ACTIVITY	UNITS	COST PER UNIT	TOTAL ACTIVITY COST
Robust Forensic Assessment	1	\$89,500.00	\$89,500.00
<i>Add-on's</i>			
Add-on: Key Interviews	0	\$675.00	\$0.00
Add-on: Focus Groups	4	\$1,350.00	\$5,400.00
Assets Review (per hour)	0	\$450.00	\$0.00
	0		
		<i>Assessment Cost</i>	<i>\$94,900.00</i>
Community Engagement			
ACTIVITY	UNITS	COST PER UNIT	TOTAL ACTIVITY COST
Listening Sessions with Community Partners	4	\$1,800.00	\$7,200.00
Listening Sessions with City of Albany Staff	2	\$1,800.00	\$3,600.00
Town Hall	2	\$4,500.00	\$9,000.00
Equity Advising Session	20	\$450.00	\$9,000.00
		<i>Community Engagement Cost</i>	<i>\$28,800.00</i>
		<i>Total</i>	<i>\$123,700.00</i>