

**CITY OF RICHMOND
STANDARD CONTRACT**

Department:	Project Manager:
Project Manager E-mail:	Project Manager Phone No:
PR No: Vendor No:	P.O./Contract No:
Description of Services:	

The parties to this STANDARD CONTRACT do mutually agree and promise as follows:

1. **Parties.** The parties to this Contract are the City of Richmond (herein referred to as the "City") and the following named Contractor:

Company Name: _____

Street Address: _____

City, State, Zip Code: _____

Contact Person: _____

Telephone: _____

Email: _____

Business License No: _____

/ Expiration Date: _____

A California [] corporation, [] limited liability corporation [] general partnership, [] limited partnership, [] individual, [] non-profit corporation, [] individual dba as [specify:] _____, [] other [specify:] _____

2. **Term.** The effective date of this Contract is _____ and it terminates _____ unless terminated as provided herein.
3. **Payment Limit.** City's total payments to Contractor under this Contract shall not exceed \$ _____. City shall not pay for services that exceed the Contract Payment Limit unless a contract amendment has been approved by the City Council or City Manager.
4. **Contractor's Obligations.** Contractor shall provide those services and carry out that work described in the Service Plan (Exhibit A) which is attached hereto and is incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.
5. **City's Obligations.** City shall make to the Contractor those payments described in the Payment Provisions (Exhibit B) which are attached hereto and are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

6. Authorized Representatives and Notices. This Contract is subject to the Authorized Representatives and Notices Provisions (Exhibit C) which are attached hereto and are incorporated herein by reference.
7. General Conditions. This Contract is subject to the General Conditions (Exhibit D) which are attached hereto and are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.
8. Special Conditions. This Contract is subject to the Special Conditions (Exhibit E) (if any) which are attached hereto and are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein. (Note: other than Public Works contracts, the City will agree to Special Conditions only in unusual circumstances.)
9. Insurance Provisions. This Contract is subject to the Insurance Provisions (Exhibit F) which are attached hereto and are incorporated herein by reference.
10. Signatures. These signatures attest the parties' Contract hereto:

CITY OF RICHMOND
a municipal corporation

CONTRACTOR:

By: _____

(* The Corporation Chairperson of the Board, President or Vice President should sign below)

Title:

By: _____

I hereby certify that this Contract has been approved by City Council.

Title: _____

Date Signed: _____

By: _____
City Clerk

(* The Corporation Chief Financial Officer, Secretary or Assistant Secretary should sign below)

Approved as to form:

By: _____

By: _____
City Attorney

Title: _____

Date Signed: _____

(NOTE: Pursuant to California Corporations Code Section 313, if Contractor is a corporation or nonprofit organization, this Contract (1) must be signed by (a) the Chairperson of the Board, President or Vice-President and (b) the Secretary any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer.

LIST OF ATTACHMENTS:

Service Plan
Payment Provisions
Authorized Representatives and Notices
General Conditions
Special Conditions
Insurance Provisions
Standard Contract/EJ/TE 9-26-07

Exhibit A
Exhibit B
Exhibit C
Exhibit D
Exhibit E
Exhibit F

For the Contract between the City of
Richmond and

**EXHIBIT A
SERVICE PLAN**

Contractor shall, to the satisfaction of the _____, perform the following services and be compensated as outlined below:

	<ul style="list-style-type: none"> • Common Future: Gathered critical insights from a nationwide network of local experts to develop visionary concept notes on multiple bold ideas • San Francisco Human Rights Commission: Developed operating principles to guide their work surrounding racial justice, elevating community voices and needs and advancing and defending human rights • 100 Resilient Cities: Engaged closely with community organizations, neighborhood leaders, and individual residents through human-centered design to develop strategy
<p>Supporting successful multi-sector partnerships</p>	<ul style="list-style-type: none"> • Futures without Violence: Consulted with multi-sector leaders, to co-create bold solutions as well as forge partnerships among leaders across the gender, racial, and economic justice ecosystems • Urban Institute: Designed a ‘Mobility Alliance:’ a multi-stakeholder initiative to boost upward mobility in the United States • UN Women: Co-facilitated strategic plan for new global multistakeholder initiative, Action Coalitions • Dasra: designed a platform capable of uniting multiple stakeholders under a common vision of building the field for adolescent empowerment in India • ATscale: Developed strategies for a multi-donor global partnership to mobilize resources and support effective delivery
<p>Poverty Reduction, Community Development, Economic Recovery/Stabilization</p>	<ul style="list-style-type: none"> • New York City Economic Development Corporation: Developed a strategic vision to more effectively prepare for and respond to future public health emergencies with a focus on addressing disparities in racial and health equity • Rockefeller Foundation: Developed Covid-19 Response Framework to accelerate global response and recovery • GLIDE: Designed an organizational strategy that expanded services to build pathways to self-sufficiency for poor families • Living Cities: Developed a strategy to scale homeownership for people of color to narrow racial wealth gaps in America • The Federal Reserve Bank of Boston: Developed strategy to support small businesses owned by people of color, particularly Black and Latinx-owned businesses, in New England

III. PROPOSAL NARRATIVE & SCOPE

General Approach, Methodology, Timeline and Deliverables

The Dalberg team (i.e. Dalberg and EinA) will support strategic planning and the governance model design for the City of Richmond and Richmond Rapid Response Fund (R3F) through 3 phases of work over a period of about 18 weeks. Before launching into the governance structure

of strategic planning, we believe it is critical to include a *Phase 1: Initial Community-led Data Gathering*. During this phase, prior to the formal project kickoff, we will seek to gather data specifically from community experts, i.e., those with lived experience of the areas R3F is considering prioritizing. We will also use this time to recruit several of these community experts to be engaged on an ongoing basis throughout the project to ensure that decisions are continuously informed by community-led perspectives.

In *Phase 2*, our approach will build a high-level view of both the governance model (Phase 2A) and overall strategy (Phase 2B) in parallel. We believe this is the optimal approach given the stakeholders that we will engage for perspectives on the governance model design will be the same stakeholders that can weigh in on the overall strategy. Additionally, we foresee co-dependencies between the governance structure and the strategy, so conducting these workstreams in parallel will enable us to apply learnings across each. Throughout *Phase 2A: Governance Structure Design* and *Phase 2B: Strategic Planning*, we will continue to engage community experts at critical steps in the process to ensure that we are centering the project deliverables around placing collective-decision making processes and power in the hands of the most impacted communities/end-beneficiaries.

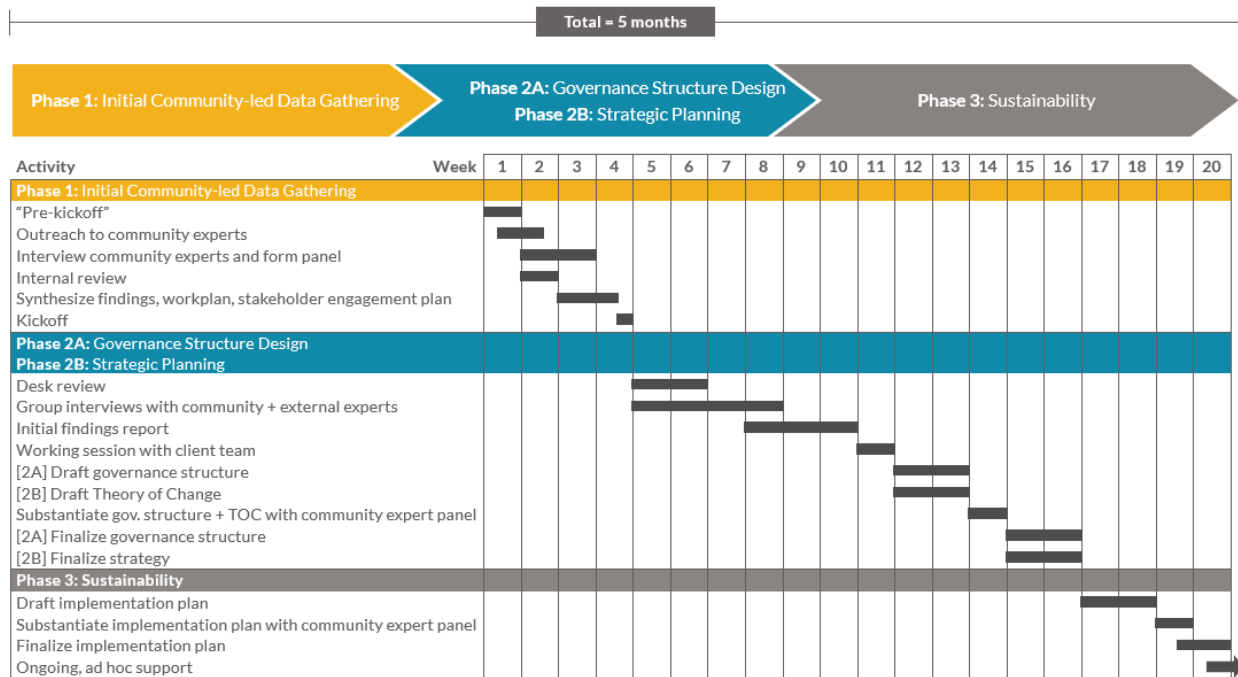
In *Phase 3: Sustainability*, we will focus on building out the implementation plan and timeline, providing a high-level roadmap of how to operationalize the governance model and strategy. After Phase 3 is complete, our Project Directors will remain engaged through the end of 2022 to provide advisory support as R3F rolls out its structures and processes during implementation.

We are proposing what we believe to be an approach that will adequately meet all of the needs of R3F, while aligning our ability to match resources with the estimated budget for this engagement. That said, we include activities for "Optional scope expansion," should R3F desire to include these as part of the work. Lastly, we acknowledge that the 18-week timeline that we are proposing is an accelerated timeline to the June-December guidance provided in the RFP. We believe that conducting this project in five months, rather than seven months, is optimal to sustain momentum and avoid work lags that tend to occur over the November-to-December holiday season. In any case, as mentioned, our Project Director will continue to provide advisory support through the end of 2022, even after the full project team has rolled off after the 18 weeks. Our high-level approach and methodology is detailed in the illustration on the following page.

Per the email we received from Jessica Travenia on June 29, 2022, we understand that the city of Richmond and other R3F partners have identified "GI and Economic Security" as impact priorities for R3F and would like our team to "utilize planning for programmatic focus connection to priority areas" and focus on "Governance and Engagement" as well as "Ground-Truthing and Narrative Change" during our engagement. We acknowledge and accept these clarifications to the Scope of Work and will conduct our work accordingly.

Please note that all further references in this section to 'Dalberg' or 'the Dalberg team' should be taken to include Empathy in Action as well. EinA will play a leading role in carrying out Phase 1 ("Initial Community-Led Data Gathering") and support Dalberg across Phases 2 and 3 of the engagement, including support for fundraising efforts for R3F in Phase 3 ("Sustainability") drawing on EinA's network of relationships with Bay Area-based funders (in addition to Dalberg's complementary network). EinA will serve as our primary liaison with WCC Care Coalition and community expert panels across all three phases.

Figure 1: Project timeline



Phase 1: Initial community-led data gathering (Week 1 – 4)

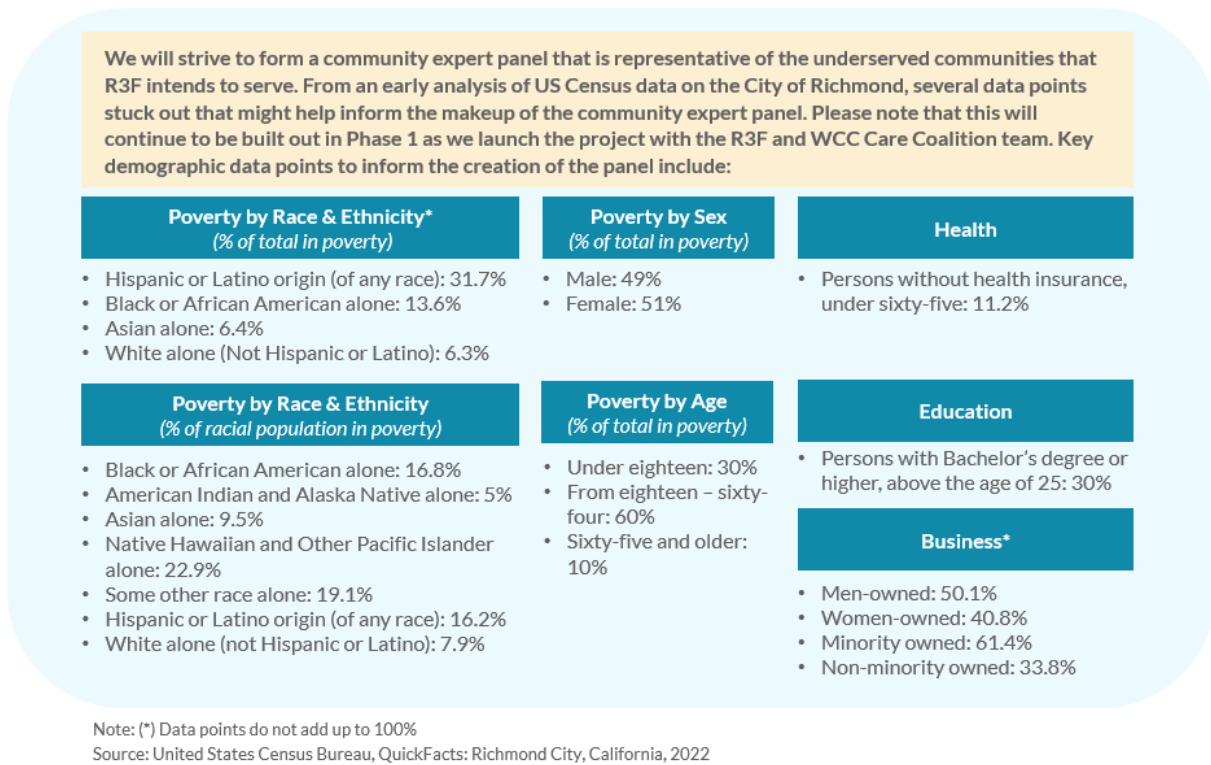
We will begin with a 4-week long community-led data gathering phase, focused on understanding a representative set of perspectives from Richmond’s BIPOC communities prior to designing the governance structure and strategy. We believe this initial data gathering step is critical to build the foundation for the governance structure and overall strategy for which the next phases will build off and ensure the design of these two components are rooted in addressing the day-to-day experiences of the community.

- 1. Hold a “pre-kickoff” with the client team:** At the beginning of the engagement, we will conduct a pre-kickoff session and align on a meeting cadence, the objectives, and overall approach of the project. We will also determine with the R3F + WCC Care Coalition team *how much* community involvement we want throughout the process, and at what points (note that we have embedded community-led involvement throughout key activities in this proposal). We will also align on the themes of the questions and conversations we will have in this first phase of the project. For example, we will want to explore with open-ended questions to community experts their ideas of the priority areas, greatest challenges, and greatest needs in the Richmond community.
- 2. Identify and outreach to ‘community experts’:** The basis of our community-led approach will be to form and utilize a panel of community experts that will co-create the governance model and overall strategy. We are defining “community expert” as someone who is deeply embedded within the community and has a clear understanding and lived experience of the challenges, needs, and aspirations of the communities – particularly underserved communities – in Richmond. In order to recruit community experts to form this panel, we will rely heavily on the R3F and WCC Care Coalition team to help identify these

individuals, or identify partner organizations (e.g., community-based organizations) who can in turn provide warm introductions. These individuals will be compensated for their time spent in interviews as well as advising and guiding the process on an ongoing basis.

We propose to include the elderly, those with varying citizenship/documentation status, and those whose primary (or only) language is Spanish among the population segments to engage and provide an opportunity for input into R3F’s strategy. We also propose to leverage best practices in trauma-informed, healing-centered and liberation-based community engagement in working with community members, drawing on Empathy in Action’s specialized expertise in these areas.

Figure 2: Demographic data to inform community expert panel



- 3. Conduct interviews with community experts and form community expert panel:** Once the community experts have been identified, we will interview each expert. We will align on the initial interview questions during the pre-kickoff call – high level sample questions could include the following:

 - *What do you believe is the most effective, fair, and representative way for the community to be involved with and decide where the R3F money is granted and invested?*
 - *What are the most important areas that the fund should invest or grant money to?*
 - *What would success look like to you in 3 – 5 years? What should the community look like and be able to do in 3 – 5 years?*

From these community expert interviews, we will invite some to serve on the community expert panel and discuss what the process will look like, how long it will take, and for what purpose. This community expert panel will be critical to ensuring that we have community-led perspectives embedded on an ongoing basis and in an efficient way at key stages in both the governance structure design and the strategic planning. As mentioned previously, panelists will be compensated for their time, and we will aim to have a panel that is representative of the communities that R3F intends to serve.

4. **Request and review relevant R3F and WCC Care Coalition documents for governance and overall strategy:** In parallel, we will request and review relevant R3F and WCC documents for in order to understand the current thinking and work to date that we may be able to build on or learn from. These may include impact measurement and reporting, financial/grantmaking data, marketing materials, pre-liminary visioning work, etc. During the “Pre-Kickoff” meeting noted on page 19, we would ask the City of Richmond, WCC and other partners (as appropriate) to make available to our team any pertinent research and data on community needs and aspirations collected between 2020 and 2022.

5. **Synthesize findings and create workplan and stakeholder engagement plan:** Once initial interviews with community experts and internal materials are reviewed, we will synthesize the initial findings to guide a governance model and strategy visioning exercise in the “Kickoff meeting.” Additionally, we will include creating and aligning on a stakeholder engagement plan and approach for WCC Care Coalition, R3F, and other key stakeholders and facilitation of strategic planning activities for both governance structure design and strategic planning workstreams. Once the stakeholder list and approach has been approved, we will begin outreach to additional stakeholders (i.e., those who we have not already engaged earlier in this phase). The stakeholder engagement plan may include the following (and see Figure 3 below):
 - Who the stakeholder is
 - Stakeholder type (e.g., donor, nonprofit, community member, academic/subject matter expert)
 - Relevant themes to discuss (community governance, strategy generally, priorities 1-5, UBI)
 - Subphase (e.g., initial research, follow-up feedback consultation)
 - Initial outreach owner (e.g., R3F, WCC Care Coalition, Dalberg)
 - Tier (e.g., 1-high priority, 2-medium priority)
 - Language (e.g., Spanish, Mandarin, Cantonese)

Figure 3: Illustrative stakeholder tracker

Stakeholder Name	Stakeholder Type	Contact Email	Contact Phone	Outreach Owner	Engage in which Phase(s)?				Area(s) to cover during engagement?							Language Needs		
					P1	P2A	P2B	P3	Governance	Economic Recovery & Security	Food & Essential Supplies	Housing & Homelessness	Health & Healing	Education & Learning	UBI			
Alice	Community Expert Panelist	alice@example.com	555-555-5555	R3F initially, then Dalberg	x	x	x	x			x		x				x	none
Bob	External subject matter expert	bob@example.com	555-555-5555	Dalberg		x			x									none

- 6. Hold kick-off meeting and capture initial thinking on governance model and overall strategy vision and priority areas:** After we have synthesized the findings, we will conduct a kick-off session including workshopping to source the team's perspectives on what the governance model, overall strategy, and strategy for the 5 priority areas and UBI proposal should accomplish. We will play back the initial findings from the community experts, will help us build upon their perspectives and identify areas to test and dig deeper. WCC Care Coalition and R3F should note that priority areas may shift based on what we have heard is most important to focus on from the community experts. In addition, we will gain a clearer understanding of the key functions that the governance model should serve (e.g., decision-making, management, evaluation, etc.), visioning more broadly around the City of Richmond that we want to see is as a result of R3F (e.g., in 3-5 years), and facilitate an early SWOT analysis. We will develop resources for the team to engage with prior to the kick-off call to help guide the visioning components of the call. The initial perspectives sourced from this conversation will then be pressure tested in conversations with external experts and the community expert panel in Phase 2.

Deliverables:

- Synthesis of community expert interviews
- Project workplan
- Stakeholder engagement plan

Optional scope expansion:

- Instead of relying on the client team to identify community experts, we can conduct a more rigorous approach including community surveys to get a broader representation of voices and a more enhanced diligence and recruitment process to vet community experts for the community expert panel

Phase 2A: Governance Structure Design (Week 5 – 14)

Phase 2A and Phase 2B will occur concurrently, since we will be engaging the same stakeholders throughout each phase, and to be considerate and efficient with the time together. In addition, we anticipate that there will be co-dependencies between the governance structure design and the strategic planning, as well as learnings that will mutually reinforce each of these deliverables.

Building off of Phase 1, we will have formed hypotheses directly gathered or informed by community experts, WCC Care Coalition and R3F team members around some of the governance design principles that we want to optimize around. To provide additional context, we anticipate the key questions that all stakeholders will need to help us answer will surround finding the balance between the different tradeoffs that face community-led decision-making models. For example, what is the right balance between being efficient vs. inclusive, flexible vs. rules based, generative and opportunistic vs. responsive to what the community has already agreed upon? What are the pros and cons of each side and what will it enable or disable the fund from doing? How can we ensure ongoing community engagement in the decision-making process? Critically thinking through these questions will help us test hypotheses with stakeholders and identify and refine the final governance model. To help frame these questions and hypotheses, we will keep

top-of-mind stakeholders, functions, and these key considerations as major elements to the governance model. As mentioned above, we will align on these elements in the Phase 1 kickoff, and a preliminary framework can be seen in Figure 3 below.

Figure 4: Key elements to governance model (for further brainstorming)

A framework for approaching governance structure design

When designing the governance structure, it will be critical to think through and align early on key elements of governance. This will in turn inform the questions we ask and the topics we cover in conversations with the community expert panel and other stakeholders. The below provides a preliminary framework for how we might think about these various elements, and an initial step will be to continue to brainstorm this with the R3F and WCC Care Coalition team.



Stakeholders

Who are the primary and secondary stakeholders? Are they community members or internal/organizational staff?



Functions

What are the key functions of the governance model? (Typical functions include: fiduciary care, planning, data collection and monitoring, and advocacy)



Considerations

What are the capacities and capabilities of R3F related to: community engagement & coordination, data management, and funding/fundraising? Where might partnership opportunities exist?

Source: adapted from Harris, K.B. and Turner, A. *Guide to Governance Models* and Freiwirth, J. (2011) *Community-Engagement Governance: Systems-Wide Governance in Action*

1. **Conduct desk review and benchmarking to understand community-led governance models (in tandem with 2B1):** In order to inform the governance model design, we will conduct a desk review on community-led governance model case studies, best practices, and pitfalls. This will include benchmarking against other entities that deploy community-led governance models. The research will have a key focus on how to adequately center and elevate the voices of the most underserved in the community.
2. **Facilitate group interviews with community experts (from panel) and external experts (in tandem with 2B2):** We will facilitate group interviews with the community expert panel and external experts to better understand the details of how a community-led governance model and process can work given what the community, R3F and WCC Care Coalition seek to accomplish. We might also conduct a limited number of separate one on one interviews with governance model experts to help us build initial governance model structures, understand benefits and challenges, and test key functions of the governance structure.
3. **Generate initial findings report (in tandem with 2B3):** After the preliminary stakeholder engagement has been conducted, we will generate an initial findings report and emerging recommendations. This will be a synthesis of what we are hearing from stakeholders and discovering in the desk research, with preliminary answers to our key questions related to the governance structure (and overall strategy – see 2B3 below).
4. **Facilitate working session with R3F and WCC Care Coalition team (and others, as relevant) and solicit reflections and feedback (in tandem with 2B4):** We will then engage in a working session with the R3F and WCC Care Coalition team as well as other participants to solicit reflections and feedback around 2 – 3 different options for governance models (pending the initial findings) optimizing for different objectives.

5. **Incorporate feedback on initial findings to draft a preliminary governance model including the model, framework, and bylaws:** After the workshop has been conducted, we will incorporate feedback on initial findings and aspects to the work-in-progress governance model, and create a preliminary iteration of the final governance model. This may include how the governance body will be elected, how the community will be engaged, the decision-making process, evaluation criteria, and bylaws.
6. **Evaluate and substantiate governance model structure with community expert panel:** We will present the governance model to the community expert panel during a workshop to substantiate insights, answer open questions and test key remaining hypotheses which we will further incorporate into the model. Through this process, we aim to get buy-in from the community expert panel on the final governance model once their final feedback has been incorporated.
7. **Finalize governance structure:** After engaging the community expert panel, we will then work closely with the R3F and WCC Care Coalition team to consider and incorporate this feedback into a final governance structure. In doing so, we will also identify any implications for implementation.

Deliverable:

- Initial findings report and emerging recommendations (~15 pages in PPT)
- Governance model, bylaws, and implications

Phase 2B: Strategic Planning (Week 5 – 14)

As mentioned above, Phase 2A and Phase 2B will occur concurrently, since we will be engaging the same stakeholders throughout each phase, and to be considerate and efficient with the time together. In addition, we anticipate that there will be co-dependencies between the governance structure design and the strategic planning, as well as learnings that will mutually reinforce each of these deliverables.

Building off of Phase 1, we will have sharpened our understanding of priority areas per the insights from community experts. This may mean that priority areas may shift as a result, and we will have a firmer idea of what needs to be explored further, either in desk research or follow-on conversations. For each priority area, we will aim to align these to the overarching vision, using a theory of change framework that considers outcomes, outputs, and activities within each priority area.

1. **Conduct desk review and benchmarking to understand priority areas (in tandem with 2A1):** In order to inform the strategy, we will conduct a desk review of the priority areas – which may include Food & Essential Supplies, Education & Learning, Health & Healing, Housing & Homelessness, Economic Recovery & Security, Universal Basic Income – to understand trends, challenges, best practices, key lessons learned, and how to potentially tailor these to the R3F context. Our research will be aligned to an assessment of feasibility and impact within each of the priority areas. The feasibility assessment will detail the main barriers to achieving certain goals and identify their root causes which will inform the strategy development. The impact assessment will include analysis based on core criteria.

These core criteria will be determined with the R3F and WCC Care Coalition working group and may include: *Breadth* - How many people in Richmond would be positively impacted?; *Depth* - How well would the need be addressed and drive real change?; *Sustainability* - To what extent would the priority impact long-term, lasting change?

2. **Facilitate group interviews with community experts (from panel) and external experts (in tandem with 2A2):** In the same group interviews with the community expert panel and external experts in activity 2A2 above, we will also discuss relevant priority areas, teasing out both aspirations and real barriers. These conversations will also help to inform the desk research being conducted, particular to provide additional and community-led perspective on feasibility and impact or priority areas. We will also seek to understand the community-led perspective on desired outcomes and activities to achieve priority area goals.
3. **Generate initial findings report (in tandem with 2A3):** After the preliminary stakeholder engagement has been conducted, we will generate an initial findings report and emerging recommendations. This will be a synthesis of what we are hearing from stakeholders and discovering in the desk research, with preliminary answers to our key questions related to strategy, vision, and priority areas. This report will be comprehensive so as to include the initial findings related to the governance structure as well in Phase 2A above.
4. **Facilitate working session with R3F and WCC Care Coalition team (and others, as relevant) and solicit reflections and feedback (in tandem with 2A4):** We will then engage in a working session with the R3F and WCC Care Coalition team as well as other participants to solicit reflections and feedback around the initial findings. [Note that this will likely be in the same workshop as that in 2A4 related to the governance structure.] Related to the strategy, the workshopping will anchor to the Theory of Change framing (vision, priority areas and objectives, outcomes, outputs activities). In this way, the workshopping will build on the “Day 1” vision for the strategy that we developed during the Kickoff phase. Our approach to this part of the workshop will be to start with sharing stakeholder feedback and desk research to date to identify key areas to incorporate into the strategy. This workshop will result in a refined overarching vision for R3F, programmatic objectives for each priority area as well as the corresponding outcomes and activities. Illustrative examples of high-level agenda questions and topics we will want to re-visit in this workshop include:
 - What is it that we want to do and why? [Objectives and rationale]
 - Who will do this, and who will be impacted? [Owners and stakeholders]
 - Where are we coming from? [Recap of Phase 2A findings]
 - Where do we want to go? [Discussion of vision and implications]
 - How do we evaluate this? [Discussion on measuring success]
5. **Incorporate feedback on initial findings to draft a preliminary Theory of Change:** After the workshop has been conducted, and in parallel to drafting the governance structure, we will incorporate feedback on initial findings and aspects to the work-in-progress Theory of Change. This will take the shape of a concise visual that articulates the vision, priorities, outcomes, and how to achieve these. This will be the stimulus for the next activity, which will be to evaluate and substantiate the Theory of Change with the community expert panel.

6. **Evaluate and substantiate Theory of Change with community expert panel:** We will present the Theory of Change to the community expert panel during a workshop to substantiate insights, answer open questions and test key remaining hypotheses which we will further incorporate. In addition, we will test with the community expert panel their perceptions on the role of R3F in implementing activities – as a leader, follower, or joiner. Through this process, we aim to get buy-in from the community expert panel on the final Theory of Change once their final feedback has been incorporated. Please note that we may choose to conduct this in a two-part workshop – the other part being substantiation of the governance structure – with the community expert panel, pending the availability and logistics of gathering the panel.
7. **Finalize Theory of Change:** After engaging the community expert panel, we will then work closely with the R3F and WCC Care Coalition team to consider and incorporate this feedback into a final Theory of Change, which will be the basis of the strategy. In addition to the Theory of Change, the strategic plan will also include context setting and guidance and implications for implementation, to be further built out in the next phase of the project (Implementation Planning).

Deliverable:

- Initial findings report and emerging recommendations (~15 pages in PPT)
- Theory of Change (strategy) and implications

Optional scope expansion:

- R3F and WCC Care Coalition may also seek to increase number of priority areas to explore beyond the 5 priority areas and UBI, especially if in early conversations and/or research we identify an additional area(s) worth exploring. We will work closely with R3F and WCC Care Coalition to determine whether this potential expansion of scope might be worth the time and investment, and if relevant, provide a recommendation.

Phase 3: Implementation planning

After the governance structure and strategy have been finalized, we will develop an implementation roadmap that the team can follow to operationalize the recommendations and path forward. While we will work most closely with the R3F and WCC Care Coalition team during this time – especially as implementation owners and cognizant of internal capacities and capabilities – there will continue to be engagement during this phase with the community expert panel. Additionally, though the project team will roll off at the end of this phase, the Project Director will continue to stay on as an advisor to the R3F and WCC Care Coalition team in an ad hoc capacity as the team rolls out implementation.

- **Develop implementation plan to support team in organizing itself and setting up structures to execute on strategy:** Drawing on the implications identified in Phase 2, we will work closely with the R3F and WCC Care Coalition team to provide structure to the ongoing work. This will be codified in an implementation plan, with timelines and milestones, roles and responsibilities, associated resource requirements, and dependencies. In addition, the implementation plan will also build an evaluation plan to provide guidance on conducting a baseline assessment to which future progress can be

benchmarked. Lastly, we will develop high-level fundraising implications and recommendations that will include fundraising needs and goals, a long-list of high-potential donors that would likely be interested in contributing to the fund, and how to frame the opportunity.

- **Substantiate implementation plan with community experts:** Once the implementation plan is drafted, we will solicit reflections and feedback from the community expert team, especially components of implementation as they relate to community-led roles, accountability, and ownership. We may choose to do this via an open solicitation period, one-on-one interviews, or via a focus group workshop, depending on the targeted elements of the implementation plan for which we need greater community-led perspective.
- **Finalize implementation plan with R3F and WCC Care Coalition team:** After engaging the community expert panel, we will then work closely with the R3F and WCC Care Coalition team to consider and incorporate this feedback into a final implementation plan.
- **Ongoing implementation support:** After the implementation plan has been delivered, we will provide ongoing support to help the team operationalize their work. As the full team rolls off the project, the Project Director will continue to engage with the R3F and WCC Care Coalition team to provide ongoing implementation advisory. From our experience, it is useful to receive strategic guidance on questions, challenges, unexpected events, etc. in real time in addition to following an implementation roadmap. The Project Director will have deep experience in strategy and governance implementation and will be available ~4 hours per week for 8 weeks as a thought partner and advisor as R3F begins to operationalize the work.

Deliverables:

- Implementation plan and timeline with tiered process (identifying steps to complete in phases based on dependencies or level of priority. I.e. do X step first because Y and Z step are dependent on this) (~15 slides)

IV. PROJECT BUDGET AND SCHEDULE

At Dalberg’s standard rates for nonprofit organizations, the scope of work described above would cost \$260,600, not including the cost of Empathy in Action’s involvement or the cost to reimburse community experts or fund community celebrations. However, due our interest in this subject matter, our commitment to putting communities first, and our desire to invest in equitable community development here in the Bay Area, **we have approved a discount of well over 50% in order to offer our services to you within the maximum budget of \$125,000.** This price quote includes all travel and incidental expenses as well as reimbursement for community experts.

Program Component	Team Structure	Duration	Cost (USD)
Phase 1	<ul style="list-style-type: none"> • 2x Project Directors (part-time, invested days) • Senior Project Manager 	4 weeks	83,550

	<ul style="list-style-type: none"> • Community Engagement Specialist (EinA) • Associate Consultant • Analyst 		
Phase 2	<ul style="list-style-type: none"> • 2x Project Directors (part-time, invested days) • Senior Project Manager • Associate Consultant • Analyst 	12 weeks	140,650
Phase 3	<ul style="list-style-type: none"> • 2x Project Directors (part-time, invested days) • Senior Project Manager • Associate Consultant 	4 weeks	39,300
Ongoing implementation support	<i>Ongoing team to develop and roll out program, manage all relationships, and cultivate the program across all three cohorts:</i> <ul style="list-style-type: none"> • One Project Director (part-time, 4 hours per week) 	8 weeks	13,600
Compensation for community experts, community events, and miscellaneous costs for EinA	<ul style="list-style-type: none"> • \$8,500 set aside for community events and reimbursement of experts • \$4,000 in travel and miscellaneous costs for EinA 	N/A	12,500
TOTAL before discount			289,600
Discount	~57%		
TOTAL			\$125,000

In order to avoid the late-summer vacation period, we propose to formally launch this engagement the day after Labor Day, i.e. September 6th 2022 – and substantially complete it by December 22nd, with implementation support (e.g. facilitating fundraising, developing detailed action plans), continuing after the year-end holidays.

**EXHIBIT B
PAYMENT PROVISIONS**

{PLEASE NOTE THAT THE CITY OF RICHMOND SHALL NOT PAY FOR SERVICES THAT EXCEED THE CONTRACT PAYMENT LIMIT UNLESS A CONTRACT AMENDMENT HAS BEEN APPROVED BY THE CITY COUNCIL OR THE CITY MANAGER}

1. Provided Contractor is not in default under this Contract, Contractor shall be compensated as provided below.
2. Any and all payments made pursuant to this Contract shall be subject to the Contract Payment Limit. The Payment Limit includes expenses (phones, photo copying, meals and travel etc). Invoices, shall be adequately detailed, based on accurate records, and be in a form reasonably satisfactory to the City. Contractor may be required to provide back-up material upon request.
3. Contractor shall submit timely invoices to the following address:

Attention: City of Richmond, Finance Department - Accounts Payable
Project Manager: _____ Department: _____
PO Box 4046
Richmond, CA 94804-0046
4. All invoices that are submitted by Contractor shall be subject to the approval of the City's Project Manager, _____ before payments shall be authorized.
5. The City will pay invoice(s) within 45 days after completion of services to the City's satisfaction. The City shall not pay late fees or interest.
6. A Richmond business license shall be obtained before any payment under this Contract shall be authorized and the business license must be kept current during the term of this Contract for payments to continue to be authorized.
7. All insurance coverage required by this Contract shall be provided by the Contractor before this Contract shall be executed by the City. The insurance coverage must be kept current during the term of this Contract for payments to continue to be authorized.

EXHIBIT C
AUTHORIZED REPRESENTATIVES AND NOTICES

1. Notices. All notices, demands, statements, or communications provided for by this Contract shall be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to the City shall be addressed to the Department Head and (as delineated below in section 1.1) to the project manager responsible for the administration of or the supervision of the scope of work under this Contract. Notices to the Contractor shall be addressed to the party designated by Contractor (as delineated below in section 1.2). Notice shall be deemed delivered (a) upon personal delivery; (b) as of the fifth business day after mailing by United States certified mail, postage prepaid, addressed to the proper party; or (c) as of 12:00 p.m. on the second business day immediately after the day it is deposited with and accepted by Federal Express, or a similar overnight courier service, addressed to the proper party and marked for next business day morning delivery. For the purposes of this Contract, a "business day" means any day Monday through Friday that is not a holiday recognized by the federal government or the State of California.

1. 1 CITY hereby designates as its Authorized Representative the Project Manager whose name and address are as follows:

City of Richmond

Richmond, CA 94804-0046

1. 2 CONTRACTOR hereby designates as its Authorized Representative the Project Manager whose name and address are as follows:

EXHIBIT D GENERAL CONDITIONS

1. Independent Contractor. Contractor acknowledges, represents and warrants that Contractor is not a regular or temporary employee, joint venturer or partner of the City, but rather an independent Contractor. This Contract shall not be construed to create an agency, servant, employee, partnership, or joint venture relationship. As an independent Contractor, Contractor shall have no authority to bind City to any obligation or to act as City's agent except as expressly provided herein. Due to the independent Contractor relationship created by this Contract, City shall not withhold state or federal income taxes, the reporting of which shall be Contractor's sole responsibility.
2. Brokers. Contractor acknowledges, represents and warrants that Contractor has not hired, retained or agreed to pay any entity or person any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.
3. City Property. The rights to applicable plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials prepared for or obtained pursuant to this Contract, which, upon request, are to be delivered to City within a reasonable time, shall be deemed assigned to City. If applicable, Contractor shall prepare check prints upon request. Notwithstanding the foregoing, Contractor shall not be obligated to provide to City proprietary software or data which Contractor has developed or had developed for Contractor's own use; provided, however, that Contractor shall, pursuant to Section 15 below, indemnify, defend and hold harmless City from and against any discovery or Public Records Act request seeking the disclosure of such proprietary software or data.
4. Patents, Trademarks, Copyrights and Rights in Data. Contractor shall not publish or transfer any materials, discoveries, developments, concepts, designs, ideas, know how, improvements, inventions and/or original works of authorship resulting from activities supported by this Contract without the express prior written consent of the City Manager. If anything resulting from activities supported by this Contract is patentable, trademarkable, copyrightable or otherwise legally protectable, City reserves the exclusive right to seek such intellectual property rights. Notwithstanding the foregoing, Contractor may, after receiving City's prior written consent, seek patent, trademark, copyright or other intellectual property rights on anything resulting from activities supported by this Contract. However, City reserves, and Contractor irrevocably grants, a nonexclusive, fully paid-up, royalty-free, assumable, perpetual, worldwide license, with the right to transfer, sublicense, practice and exploit said license and the right to make, have made, copy, modify, make derivative works of, use, sell,

import, and otherwise distribute under all applicable intellectual properties without restriction of any kind said license.

Contractor further agrees to assist City, at City's expense, in every proper way to secure the City's rights in any patents, trademarks, copyrights or other intellectual property rights relating thereto, including the disclosure to City of all pertinent information and data with respect thereto. Contractor shall also assist City in the execution of all applications, specifications, oaths, assignments, recordations, and all other instruments which City shall deem necessary in order to apply for, obtain, maintain and transfer such rights, or if not transferable, to waive such rights. Contractor shall further assist City in the execution of all applications, specifications, oaths, assignments, recordations and all other instruments which City shall deem necessary in order to assign and convey to City, and any assigns and nominees the sole and exclusive right, title and interest in and to any patents, trademarks, copyrights or other intellectual property rights relating thereto. Contractor further agrees that its obligation to execute or cause to be executed, when it is in Contractor's power to do so, any such instruments or papers shall continue during and at all times after the end of Contractor's services and until the expiration of the last such intellectual property right. Contractor hereby irrevocably designates and appoints City, and its duly authorized officers, agents and servants, as its agent and attorney-in-fact, to act for and in its behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the application for, prosecution, issuance, maintenance or transfer of letters of patents, copyright and other registrations. This power of attorney is coupled with an interest and shall not be affected by Contractor's subsequent incapacity.

5. Inspection. Contractor's performance, place of business and records pertaining to this Contract are subject to monitoring, inspection, review and audit by authorized representatives of the CITY, the State of California, and the United States Government.

If the project or services set forth in Exhibit A shall be performed on City or other public property, City shall have the right to inspect such work without notice. If such project or services shall not be performed on City or other public property, City shall have the right to inspect such work upon reasonable notice.

6. Services. The project or services set forth in Exhibit A shall be performed to the full satisfaction and approval of City. In the event that the project or services set forth in Exhibit A are also itemized by price, City, in its sole discretion, may, upon notice to Contractor, delete certain items or services set forth in Exhibit A, in which case there shall be a corresponding reduction in the amount of compensation paid to Contractor.

Contractor shall, at its own cost and expense, furnish all facilities and equipment necessary for Contractor to complete the project or perform the services required herein, unless otherwise provided in Exhibit A.

7. Records. Contractor shall keep and make available for inspection and copying by authorized representatives of the City, the State of California, and the United States Government, the Contractor's regular business records and such additional records pertaining to this Contract as may be required by the City.

Contractor shall retain all documents pertaining to this Contract for a period of five (5) years after this Contract's termination (or for any further period that is required by law) and until all Federal or State audits are complete and exceptions resolved for this contract's funding period. Upon request, CONTRACTOR shall make these records available to authorized representatives of the CITY, the State of California, and the United States Government.

Contractor shall keep full and detailed accounts, maintain records, and exercise such controls as may be necessary for proper financial management under this Contract. The Contractor's accounting and control systems shall be satisfactory to City. Contractor's accounting systems shall conform to generally accepted accounting principles and all records shall provide a breakdown of total costs charged under this Contract, including properly executed payrolls, time records, utility bills, invoices and vouchers. The City shall be afforded prompt access to Contractor's records, books, and Contractor shall preserve such project records for a period of at least five (5) years after the termination of this Contract, or for such longer period as may be required by law.

Contractor shall permit City and its authorized representatives and accountants to inspect, examine and copy Contractor's books, records, accounts, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to the project or services set forth in Exhibit A, and any and all data relevant to this Contract at any reasonable time for the purpose of auditing and verifying statements, invoices, or bills submitted by Contractor pursuant to this Contract and shall provide such assistance as may be reasonably required in the course of such inspection. Contractor shall also allow City access to the record keeping and accounting personnel of Contractor. City further reserves the right to examine and re-examine said books, records, accounts, and data during the five (5) year period following the termination of this Contract; and Contractor shall in no event destroy, alter, or mutilate said books, records, accounts, and data in any manner whatever for five (5) years after the termination of this Contract.

Pursuant to California Government Code § 10527, the parties to this Contract shall be subject to the examination and audit of representatives of the Auditor General of the State of California for a period of three (3) years after final payment under this Contract. The examination and audit shall be confined to those matters connected with the performance of this Contract including, but not limited to, the cost of administering this Contract.

8. Changes and Extra Work. All changes and/or extra work under this Contract shall be performed and paid for in accordance with the following:

Only the City Council or the City Manager may authorize extra and/or changed work. Contractor expressly recognizes that other City personnel are without authorization to either order extra and/or changed work or waive contract requirements. Failure of Contractor to secure the authorization for such extra and/or changed work shall constitute a waiver of any and all right to adjustment in contract price due to such unauthorized work and Contractor thereafter shall be entitled to no compensation whatsoever for performance of such extra and/or changed work.

If Contractor is of the opinion that any work which Contractor has been directed to perform is beyond the scope of this Contract and constitutes extra work, Contractor shall promptly notify City of the fact. The City shall make a determination as to whether or not such work is, in fact, beyond the scope of this Contract and constitutes extra work. In the event that City determines that such work does constitute extra work, City shall provide extra compensation to Contractor on a fair and equitable basis. A change order or Contract Amendment providing for such compensation for extra work shall be negotiated between City and Contractor and executed by Contractor and the appropriate City official.

In the event City determines that such work does not constitute extra work, Contractor shall not be paid extra compensation above that provided herein and if such determination is made by City staff, said determination may be appealed to the City Council; provided, however, a written appeal must be submitted to the City Manager within five (5) days after the staff's determination is sent to Contractor. Said written appeal shall include a description of each and every ground upon which Contractor challenges the staff's determination.

9. Additional Assistance. If this Contract requires Contractor to prepare plans and specifications, Contractor shall provide assistance as necessary to resolve any questions regarding such plans and specifications that may arise during the period of advertising for bids, and Contractor shall issue

any necessary addenda to the plans and specifications as requested. In the event Contractor is of the opinion that City's requests for addenda and assistance is outside the scope of normal services, the parties shall proceed in accordance with the changes and extra work provisions of Section 8 of these General Conditions.

10. Professional Ability. Contractor acknowledges, represents and warrants that Contractor and its employees are skilled and able to competently provide the services hereunder, and possess all professional licenses, certifications, and approvals necessary to engage in their occupations. City has relied upon the professional ability and training of Contractor as a material inducement to enter into this Contract. Contractor shall perform in accordance with generally accepted professional practices and standards of Contractor's profession. In the event that City, in its sole discretion, desires the removal of any person employed or retained by Contractor to perform services hereunder, such person shall be removed immediately upon receiving notice from City.
11. Business License. Contractor shall obtain a Richmond Business License before performing any services required under this Contract. The failure to so obtain such license shall be a material breach of this Contract and grounds for immediate termination by City; provided, however, that City may waive the business license requirement in writing under unusual or extraordinary circumstances without necessitating any modification of this Contract to reflect such waiver.
12. Termination Without Default. Notwithstanding any provision herein to the contrary, City may, in its sole and absolute discretion and without cause, terminate this Contract at any time prior to completion by Contractor of the project or services hereunder, immediately upon written notice to Contractor. Contractor may terminate this Contract at any time in its sole and absolute discretion and without cause upon 30 days' written notice to City. In the event of termination by either party, Contractor shall be compensated for: (1) all authorized work satisfactorily performed prior to the effective date of termination; (2) necessary materials or services of others ordered by Contractor for this Contract, prior to receipt of notice of termination, irrespective of whether such materials or services of others have actually been delivered, provided that Contractor is not able to cancel such orders. Compensation for Contractor in such event shall be determined by City in accordance with the percentage of the project or services completed by Contractor; and all of Contractor's finished or unfinished work product through the time of the City's last payment shall be transferred and assigned to City. Additionally, in the event of such termination, the City may proceed with the work in any reasonable manner it chooses.

13. Termination in the Event of Default. Should Contractor fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Contract, City may immediately terminate this Contract by giving written notice of such termination, stating the reasons for such termination. Contractor shall be compensated as provided in Section 12 of these General Conditions; provided, however, there shall be deducted from such amount the amount of damage, including attorney's fees, expert witness fees and costs, if any, sustained by City by virtue of Contractor's breach of this Contract. Additionally, in the event of such termination, the City may proceed with the work in any reasonable manner it chooses.

14. Conflict of Interest. Contractor acknowledges, represents and warrants that Contractor shall avoid all conflicts of interest (as defined under any federal, state or local statute, rule or regulation, or at common law) with respect to this Contract. Contractor further acknowledges, represents and warrants that no City official or employee has any economic interest, as defined in Title 2, California Code of Regulations §§ 18703.1 through 18703.5, with Contractor that would invalidate this Contract. Contractor acknowledges that in the event that Contractor shall be found by any judicial or administrative body to have any conflict of interest (as defined above) with respect to this Contract, all consideration received under this Contract shall be forfeited and returned to City forthwith. This provision shall survive the termination of this Contract for one (1) year.

15. Indemnification.

(a) If this Contract is a contract for design professional services subject to California Civil Code Section 2782.8(a) and Contractor is a design professional, as defined in California Civil Code Section 2782.8(b)(2), Contractor shall hold harmless, defend and indemnify the City, its officers, agents, employees, and volunteers from and against any and all claims, damages, losses, and expenses including attorneys' fees arising out of, or pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Contractor, except where caused by the active negligence, sole negligence, or willful misconduct of the City. To the fullest extent permitted by law, Contractor shall immediately defend and indemnify the City and its officers, agents, employees, and volunteers from and against any and all liabilities, regardless of nature or type, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor, or its employees, agents, or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation, any and all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Contractor's obligation to

indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an indemnified party.

- (b) If this Contract is not a contract for design professional services subject to California Civil Code Section 2782.8(a) or Contractor is not a design professional as defined in California Civil Code Section 2782.8(b)(2), Contractor shall indemnify, defend, and hold harmless the City, its officers, agents, employees and volunteers from any and all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property arising from or connected with the willful misconduct, negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design by Contractor or any person directly or indirectly employed by, or acting as, the agent for Contractor in the performance of this Contract, including the concurrent or successive passive negligence of the City, its officers, agents, employees or volunteers.
- (c) It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Contractor shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the City, the City and its officers, agents, employees, and volunteers, immediately upon tender to Contractor of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than Contractor are responsible for the claim does not relieve Contractor from its separate and distinct obligation to defend under this Section 15. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent counsel if Contractor asserts that liability is caused in whole, or in part, by the negligence or willful misconduct of an indemnified party.
- (d) The review, acceptance or approval of the Contractor's work or work product by any indemnified party shall not affect, relieve or reduce the Contractor's indemnification or defense obligations. This Section 15 survives completion of the services or the termination of this Contract. The provisions of this Section 15 are not limited by, and do not affect, the provisions of this Contract relating to insurance.
- (e) Acceptance of insurance certificates and endorsements required under this Contract does not relieve Contractor from liability under this Section 15. This Section 15 shall apply whether or not such insurance policies are determined to be applicable to any such damages or claims for damages.

16. Safety. Contractor acknowledges that the City is committed to the highest standards of workplace safety. Contractor shall perform all work hereunder in full compliance with applicable local, state and federal safety requirements including but not limited to Occupational Safety and Health Administration requirements, and shall assume sole and complete

responsibility for the safety of Contractor's employees and any subContractor's employees. If a death, serious personal injury or substantial property damage occurs in connection with the performance of this Contract, Contractor shall immediately notify the City by telephone.

17. Insurance. Insurance requirements are set forth in Exhibit F to this Contract. Contractor shall abide by the insurance requirements set forth in said Exhibit F.
18. Non-Liability of Officials and Employees of the City. No official or employee of the City shall be personally liable for any default or liability under this Contract.
19. Compliance with Laws. Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Contract, including without limitation environmental laws, employment discrimination laws and prevailing wage laws. Compliance under this provision includes compliance with all provisions of the Richmond Municipal Code ("Municipal Code"), including Chapters 2.50, 2.52, 2.56, and 2.60, if applicable.

Contractor acknowledges that under § 2.60.070 of the Municipal Code ("Living Wage Ordinance"), Contractor shall promptly provide to City documents and information verifying its compliance with the Living Wage Ordinance. Also as prescribed in § 2.60.070, Contractor shall notify each of its affected employees with regards to the wages that are required to be paid pursuant to the Living Wage Ordinance.

Contractor shall comply with § 2.28.030 of the Municipal Code, obligating every Contractor or subcontractor under a contract or subcontract with the City for public work or for goods or for services to refrain from discriminatory employment or subcontracting practices on the basis of race, color, sex, sexual orientation, religious creed, national origin or ancestry of any employee, any applicant for employment or any potential subcontractor.

Contractor acknowledges that the City's Drug Free Workplace Policy, Violence in the Workplace Policy and the Policy Against Workplace Harassment, are available on the City's website at <http://www.ci.richmond.ca.us/workplacepolicies> . Contractor agrees to abide by the terms and conditions of said policies.

20. Limitations upon Subcontracting and Assignment. This Contract binds the heirs, successors, assigns and representatives of Contractor. The Contractor shall not enter into subcontracts for any work contemplated

under this Contract and shall not assign this Contract, nor any portion hereof or monies due or to become due, without the prior written consent of the City Council or its designee.

Contractor acknowledges that the services which Contractor shall provide under this Contract are unique, personal services which, except as otherwise provided herein, Contractor shall not assign or sublet to any other party without the prior written approval of City, which approval may be withheld in City's sole and absolute discretion. In the event that City, in writing, approves any assignment or subletting of this Contract or the retention of subcontractors by Contractor, Contractor shall provide to City upon request copies of each and every subcontract contract prior to the execution thereof by Contractor and subcontractor. Any assignment by Contractor of any or all of its rights under this Contract without first obtaining City's prior written consent shall be a default under this Contract.

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Contractor (if applicable), or of the interest of any general partner or joint venturer or syndicate member if Contractor is a partnership or joint-venture or syndicate, which shall result in a change of control of Contractor, shall be deemed an assignment. For this purpose, control shall mean fifty percent or more of the voting power or twenty-five percent or more of the assets of the corporation, partnership or joint-venture.

21. Integration. This Contract constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement; provided, however, that correspondence or documents exchanged between Contractor and City may be used to assist in the interpretation of the Exhibits to this Contract.
22. Modifications and Amendments. This Contract may be modified or amended only by a change order or Contract Amendment executed by both parties and approved as to form by the City Attorney.
23. Conflicting Provisions. In the event of a conflict between these General Conditions and those of any Exhibit or attachment hereto, these General Conditions shall prevail; provided, however, that any Special Conditions as set forth in Exhibit E shall prevail over these General Conditions. In the event of a conflict between the terms and conditions of any two or more Exhibits or attachments hereto, those prepared by City shall prevail over those prepared by the Contractor, and the terms and conditions preferred by the City shall prevail over those preferred by the Contractor.
24. Non-exclusivity. Notwithstanding any provision herein to the contrary, the services provided by Contractor hereunder shall be non-exclusive, and

City reserves the right to employ other Contractors in connection with the project.

25. Exhibits. All Exhibits hereto are made a part hereof and incorporated herein by reference; provided, however, that any language in Exhibit A which does not pertain to the project description, proposal, scope of services, or method of compensation (as applicable) , or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Contract.

26. Force Majeure. Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of such an obligation is prevented or delayed by reason of acts of God, strikes, boycotts, lock-outs, inability to procure materials not related to the price thereof, failure of power, restrictive governmental laws and regulations enacted after the date of this Contract, riots, civil unrest, acts of terrorism, insurrection, war, declaration of a state or national emergency or other reasons of a like nature not within the reasonable control of such party.

27. Time of the Essence. Time is of the essence of this Contract. Contractor and City agree that any time period set forth in Exhibit A represents their best estimates with respect to completion dates and both Contractor and City acknowledge that departures from the schedule may occur. Therefore, both Contractor and City will use reasonable efforts to notify one another of changes to the schedule. Contractor shall not be responsible for performance delays caused by others, or delays beyond Contractor's control, and such delays shall extend the times for performance of Contractor's work.

28. Confidentiality. Contractor agrees to comply with, and to require its employees, agents and partners to comply with, all applicable State or Federal statutes or regulations respecting confidentiality, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that:

All applications and records concerning any individual made or kept by Contractor or any public officer or agency in connection with the administration of or relating to services provided under this Contract will be confidential, and will not be open to examination for any purposes not directly connected with the administration of such service.

No person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such service.

29. Third Parties. Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Contract shall not be considered "third parties."
30. Governing Law. This Contract shall be construed in accordance with the law of the State of California without regard to principles of conflicts of law. This Contract is made in Contra Costa County, California, and any action relating to this Contract shall be instituted and prosecuted in the courts of Contra Costa County, California.
31. Nonrenewal. Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Contract will be purchased or renewed by the City under a new contract following expiration or termination of this Contract, and waives all rights or claims to notice or hearing respecting any failure by City to continue the purchase of all or any failure to continue purchase of all or any such services from Contractor.
32. Claims. Any claim by Contractor against City hereunder shall be subject to Government Code §§ 800 et seq. The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City shall be waived if not made within six months after accrual of the cause of action.
33. Interpretation. This Contract shall be interpreted as if drafted by both parties.
34. Warranty. In the event that any product shall be provided to the City as part of this Contract, Contractor warrants as follows: Contractor possesses good title to the product and the right to transfer the product to City; the product shall be delivered to the City free from any security interest or other lien; the product meets any specifications contained herein; the product shall be free from material defects in materials and workmanship under normal use for a period of one (1) year from the date of delivery; and the product shall be fit for its intended purpose(s). Notwithstanding the foregoing, consumable and maintenance items (such as light bulbs and batteries) shall be warranted for a period of one hundred and eighty (180) days from the date of delivery. All repairs during the warranty period shall be promptly performed by Contractor, at Contractor's expense, including shipping.
35. Severability. In the event that any of the provisions or portions or applications thereof of this Contract are held to be unenforceable or invalid by any court of competent jurisdiction, City and Contractor shall negotiate an equitable adjustment in the provisions of the Contract with a view

toward effecting the purpose of this Contract, and the validity and enforceability of the remaining provisions or portions or applications thereof, shall not be affected thereby.

36. Authority. City warrants and represents that the signatory hereto (the Mayor of the City of Richmond or the City Manager) is duly authorized to enter into and execute this Contract on behalf of City. The party signing on behalf of Contractor warrants and represents that he or she is duly authorized to enter into and execute this Contract on behalf of Contractor, and shall be personally liable to City if he or she is not duly authorized to enter into and execute this Contract on behalf of Contractor.
37. Waiver. The waiver by City of any breach of any term or provision of this Contract shall not be construed as a waiver of any subsequent breach. Inspections or approvals, or statements by any officer, agent or employee of the City relating to the Contractor's performance, or payments therefore, or any combination of these acts, shall not relieve the Contractor's obligation to fulfill this Contract as prescribed; nor shall the City be thereby stopped from bringing any action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Contract.
38. Possessory Interest. If this Contract results in the Contractor having possession of, claim to or right to the possession of land or improvements, but does not vest ownership of the land or improvements in the same person, or if this Contract results in the placement of taxable improvements on tax exempt land (Revenue and Taxation Code 107), such interest or improvements may represent a possessory interest subject to property tax, and Contractor may be subject to the payment of property taxes levied on such interest.
39. Performance and Final Acceptance.

Contractor represents that it is experienced, qualified, registered, licensed, equipped, organized and financed to perform the services under this Contract.

Contractor shall perform the services under this Contract with that degree of skill and judgment normally exercised by professional firms performing services of a similar nature in the State of California, and shall be responsible for the professional quality, technical accuracy and coordination of the services it performs under this Contract. In addition to the other rights and remedies which City may have, Contractor shall, at its own expense, correct any services which fail to meet the above standard.

City shall provide Contractor an opportunity to cure errors and omission which may be disclosed during the review of submittals, with no increase in the authorized Contract Payment Limit. Should Contractor fail to make necessary corrections in a timely manner, such corrections shall be made by the City and the cost thereof shall be charged to Contractor.

If warranted, City shall determine, and Contractor may request such determination, that Contractor has satisfactorily completed performance of this Contract. Upon such determination, City shall issue to Contractor a written Notice of Final Acceptance, after which Contractor shall not incur further costs under this Contract. Contractor shall respond to such Notice of Final Acceptance by executing and submitting to City a Release and Certificate of Final Payment.

40. Survival. The rights and obligations of the parties which by their nature survive termination or completion of the services covered by this Contract shall remain in full force and effect after termination or completion.

For the Contract between the City of
Richmond and

EXHIBIT E
SPECIAL CONDITIONS

The General Conditions are hereby amended to include the following modifications and/or provisions (if applicable):

For the Contract between the City of
Richmond and

EXHIBIT F
INSURANCE PROVISIONS

During the entire term of this Contract and any extension or modification thereof, the CONTRACTOR shall keep in effect insurance policies meeting the insurance requirements specified in the insurance provisions which are attached hereto and incorporated herein by this reference.

City of Richmond - Insurance Requirements - Type 2: Professional Services

In all instances where CONTRACTOR or its representatives will provide professional services (*architects, engineers, construction management, counselors, medical professionals, hospitals, clinics, attorneys, consultants, accountants, etc.*) to the City of Richmond (City), the City requires the following MINIMUM insurance requirements and limits.

CONTRACTOR shall procure and maintain for the duration of the contract, agreement, or other order for work, services or supplies, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors. **Maintenance of proper insurance coverage is a material element of the contract. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract.**

CONTRACTOR agrees that in the event of loss due to any of the perils for which it has agreed to provide Commercial General Liability insurance, CONTRACTOR shall look solely to its insurance for recovery. CONTRACTOR hereby grants to CITY, on behalf of any insurer providing Commercial General Liability insurance to either CONTRACTOR or CITY with respect to the services of CONSULTANT herein, a waiver of any right to subrogation which any such insurer of said CONTRACTOR may acquire against the CITY by virtue of the payment of any loss under such insurance.

Original, signed certificates and original, separate policy endorsements, naming the City as an additional insured for general liability coverage, as well as a waiver of subrogation for Workers' Compensation insurance, shall be received and approved by the City **before any work may begin**. However, failure to do so shall not operate as a waiver of these insurance requirements.

City reserves the right to modify or require additional coverages for specific risk exposures depending on scope of CONTRACTORS work.

Minimum coverage is detailed below. The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated herein shall not serve to reduce the policy limits of coverage of CONTRACTOR.

Minimum Scope of Insurance – the following forms shall be provided and coverage shall be at least as broad as the following:

1. Insurance Services Office Commercial General Liability coverage (ISO Occurrence Form CG 0001), and including coverage for bodily and personal injury, property damage, and products and completed operations (if applicable).
2. Insurance Services Office Automobile Liability coverage (ISO Form CA 0001, Code 1, Any Auto).
3. Original and Separate Additional Insured Endorsement for General Liability (ISO Form CG 20 10 11/85 or its equivalent) with primary and non-contributory language.
4. Workers' Compensation Insurance as required by the State of California including Employer's Liability coverage.
5. Original and Separate Waiver of Subrogation for Workers' Compensation insurance.
6. Professional Liability or Errors & Omissions Liability Insurance appropriate to the CONTRACTOR's profession (if required.)

Required Coverage	Minimum Limits
Workers' Compensation and Employers' Liability	Statutory limits as required by the State of California including \$1 million Employers' Liability per accident, per employee for bodily injury or disease. If CONTRACTOR is self-insured, provide a certificate of Permission to Self-Insure, signed by the California Department of Industrial Relations and Self-Insurance. If contractor is a sole proprietor (has no employees) than contractor must sign "Contractor Release of Liability" found at: http://www.ci.richmond.ca.us/index.aspx?nid=61 .
General Liability <i>(primary and excess limits combined)</i>	\$2,000,000 per occurrence for bodily injury, personal injury and property damage. If the policy includes a general aggregate, either the general aggregate shall apply separately to this project, service or location or the minimum required aggregate limit shall be twice the per occurrence limit (\$4 million aggregate limit) . Policy shall be endorsed to name the City of Richmond as an additional insured per the conditions detailed below.

<h2 style="margin: 0;">City of Richmond - Insurance Requirements - Type 2: Professional Services</h2>

Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage.	
Professional Liability or Errors & Omissions Liability – <i>Required for all professionals including architects, engineers, consultants, construction management, counselors, medical professionals, hospitals, clinics, attorneys and accountants, & other consultants as may be required by the City.</i>	PROJECT COST	REQUIRED LIMIT
	\$0 - \$1 million	\$1 million p/o
	\$1 million - \$5 million	\$2 million p/o
	Over \$5 million	\$5 million p/o

Required Policy Conditions	
Additional Insured Endorsement	Applicable to General Liability coverage. The City of Richmond, its officers, officials, employees, agents and volunteers are to be named as additional insureds for all liability arising out of the operations by or on behalf of the named insured including bodily injury, deaths and property damage or destruction arising in any respect directly or indirectly in the performance of this contract. <i>ISO form CG 20 10 (11/85) or its equivalent is required. If the Contractor is supplying their product or providing a service then the endorsement <u>must not</u> exclude products and completed operations coverage. If it does, then CG 20 37 (10/01) is also required. SAMPLE Endorsements can be found at http://www.ci.richmond.ca.us/index.aspx?nid=61.</i>
Primary and Noncontributory	The contractor's insurance coverage must be primary coverage as it pertains to the City, its officers, officials, employees, agents and volunteers. Any insurance or self insurance maintained by the City is wholly separate from the insurance of the contractor and in no way relieves the contractor from its responsibility to provide insurance.
Waiver of Subrogation Endorsement Form	Contractor's insurer will provide a Waiver of Subrogation in favor of the City for Workers' Compensation Insurance during the life of this contract. SAMPLE Endorsements can be found at http://www.ci.richmond.ca.us/index.aspx?nid=61 .
Deductibles and Self-Insured Retentions	Any deductible or self-insured retention must be declared to and approved by the City. At the option of the City either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City or the CONTRACTOR shall procure a financial guarantee in an amount equal to the deductible or self-insured retention guaranteeing payment of losses and related investigations, claims administration and defense expenses. Contractor is responsible for satisfaction of the deductible and/or self-insured retention for each loss.
A. M. Best Rating	A: VII or Better. If the A.M. Best Rating falls below the required rating, CONTRACTOR must replace coverage immediately and provide notice to City.

Umbrella/Excess Liability Policies

If an Umbrella or Excess Liability Policy is used to meet the liability limits, coverage shall be as broad as specified for underlying coverage's and cover those insured in the underlying policies.

City of Richmond - Insurance Requirements - Type 2: Professional Services

Claims-Made Policies

If any insurance policy is written on a claims-made form: 1) the retroactive date must be shown, and must be before the date of the contract or the beginning of contract work. 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. 3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.

Subcontractors

CONTRACTOR shall include all subcontractors as insured under its policies or shall furnish to the City for review and approval, separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

CONTRACTOR agrees to defend and indemnify the City of Richmond for any damage resulting to it from failure of either CONTRACTOR or any subcontractor to take out or maintain the required insurance policies. The fact that insurance is obtained by CONTRACTOR, and/or CONTRACTOR's subcontractors, will not be deemed to release or diminish the liability of CONTRACTOR, including, without limitation, liability under the indemnity provisions of this contract. Damages recoverable by CITY from CONTRACTOR or any third party will not be limited by the amount of the required insurance coverage.

Verification of Coverage

All original certificates and endorsements shall be received and approved by the City before work may begin. The City of Richmond reserves the right to require complete, certified copies of all required insurance policies including endorsements affecting the coverage at any time.

Original insurance certificates and required policy endorsements shall be mailed or delivered to the Designated Project Manager for the City of Richmond.

Insurance certificates and endorsements may be faxed to the Designated Project Manager. However, CONTRACTOR must mail the original certificates and endorsements to Designated Project Manager once faxed.

Continuous Coverage

CONTRACTOR shall maintain the required insurance for the life of the contract. Should the CONTRACTOR cease to have insurance as required during this time, all work by the CONTRACTOR pursuant to this agreement shall cease until insurance acceptable to the City is provided. In the event that CONTRACTOR fails to comply with the City's insurance requirements, the City may take such action as it deems necessary to protect the City's interests. Such action may include but is not limited to termination of the contract, withholding of payments, or other actions as the City deems appropriate.

If services or the scope of work extend beyond the expiration dates of the required insurance policies initially approved by the City, CONTRACTOR must provide updated certificates and endorsements indicating that the required coverage, terms and conditions are still in place. **Renewal certificates and updated endorsements shall be mailed to the Designated Project Manager.**

Cancellation

CONTRACTOR shall ensure that coverage shall not be cancelled, reduced or otherwise materially changed except after thirty (30) days' prior written notice has been given to the City.

Reporting Requirements

Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

Consistent with Public Policy

The insuring provisions, insofar as they may be judged to be against public policy shall be void and unenforceable only to the minimum extent necessary so that the remaining terms and provisions herein may be consistent with public policy and thus enforceable.