



**SAN RAFAEL CITY COUNCIL AGENDA REPORT**

Department: City Manager's Office

Prepared by: Walter Gonzalez,  
Community Engagement  
& Equity Specialist

City Manager Approval: 

**TOPIC: CITY OF SAN RAFAEL 2022 EQUITY AUDIT**

**SUBJECT: RESOLUTION APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR PROFESSIONAL SERVICES WITH BCT PARTNERS FOR CONSULTING SERVICES TO PERFORM AN EQUITY AUDIT OF CITYWIDE POLICIES, PROGRAMS, AND PRACTICES IN THE AMOUNT OF \$170,000**

**RECOMMENDATION:** Adopt a resolution approving and authorizing the City Manager to execute the professional services agreement with BCT Partners related to performing an equity audit on the City's policies, programs, and practices, in an amount not to exceed \$170,000.

**BACKGROUND:**

On April 30, 2021 the City Council identified racial equity as one of the [four policy focus areas for FY 2021-22](#). In addition, the City's recently approved [2040 General Plan](#) highlights the City's commitment to diversity initiatives and identifies "racial equity" as a focus area for City leadership and elected officials in San Rafael.

City staff conducted initial research on the best methods to implement the City Council's policy focus area of racial equity, including strategic initiatives to increase Diversity, Equity, and Inclusion (DEI) efforts. City staff conducted research on best practices and determined the ideal approach would be to hire an expert DEI professional/consultant to conduct an equity audit and provide a comprehensive baseline to strategically guide future DEI initiatives. The goal of the Equity Audit project is to identify potential areas for improvement in policy, programs and practices to build a more diverse and inclusive organization for employees and the community we serve. The Equity Audit final report will document the City's current state and assess what needs to change in order to achieve equitable outcomes for the City.

In Fall 2021, City staff conducted thorough research on current equity audit proposals, contracts, and final work products composed by consulting firms to properly build a Request for Qualifications (RFQ) specific to the needs of the City. In addition, City staff identified consulting firms across the country with the qualifications and experience necessary to complete the equity audit and recruited and encouraged qualified consultants to apply.

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**FOR CITY CLERK ONLY**

**Council Meeting:**

**Disposition:**

## **SAN RAFAEL CITY COUNCIL AGENDA REPORT / Page: 2**

On November 24, 2021, the City published its RFQ for equity audit consulting services (see Attachment 1). The deadline to submit proposals was January 12, 2022. The City received eleven proposals from consultant teams from across the country. A diverse, cross-departmental group of City staff then reviewed the proposals and provided feedback to the Ad Hoc Equity Council Subcommittee, consisting of Mayor Kate Colin and Councilmember Eli Hill. Following individual evaluation of all submitted proposals and robust group discussion, staff recommended their top consultants to the Ad Hoc Council Subcommittee, who then chose to interview the top three firms. Final interviews were held on March 25, 2022.

### **ANALYSIS:**

After a rigorous selection and interview process, the Ad Hoc Council Subcommittee selected BCT Partners as the most qualified partner to provide the necessary services. BCT Partners was specifically selected based on the depth of their DEI expertise, a robust proposal and work plan, data gathering methodology, references, and their ability to synthesize a vast amount of information and present it in an accessible manner. In addition, BCT Partners showed a genuine passion and commitment to the work during their interview, which is vital to the City's selection for a project partner.

BCT Partners will conduct a comprehensive review of the City's policies and practices, including the municipal code, city services, community engagement, internal and external communications, funding allocation, city staff demographics, human resource practices, and any additional citywide services as needed. In addition, the consultant team is expected to facilitate conversations with staff and community members to provide an overall assessment of the current state of DEI efforts in the city. The Equity Audit's findings will provide a baseline of recommended actions, and changes to city policies, procedures, and services and will lead to the development of a work plan to drive our DEI strategy for the future. The DEI work plan will highlight areas of improvement and serve as the City's first step to achieving a more equitable city. BCT Partners estimates the scope of work to last approximately six months.

Upon staff request, BCT Partners has submitted a proposal to perform these services for not to exceed the amount of \$170,000. Staff recommends authorizing the City Manager to execute the agreement with BCT Partners to perform an Equity Audit in the form attached (Attachment 2).

**FISCAL IMPACT:** The fiscal impact of this project is \$170,000 using funds made available by the American Rescue Plan Act (ARPA).

### **OPTIONS:**

1. Adopt a resolution authorizing the City Manager to execute a professional services agreement with BCT Partners related to performing an Equity Audit on the City's policies, programs, and practices, in an amount not to exceed \$170,000.
2. Do not adopt the resolution and provide direction to Staff.

**RECOMMENDED ACTION:** Adopt a resolution authorizing the City Manager to execute the professional services agreement with BCT Partners.

### **ATTACHMENTS:**

1. Resolution
2. Request for Qualifications by the City of San Rafael
3. BCT Partners Professional Services Agreement & Scope of Work

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN RAFAEL APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR PROFESSIONAL SERVICES WITH BCT PARTNERS FOR CONSULTING SERVICES TO PERFORM AN EQUITY AUDIT OF CITYWIDE POLICIES, PROGRAMS, AND PRACTICES IN THE AMOUNT OF \$170,000**

**WHEREAS**, the City Council has identified racial equity as one of the four policy focus areas for FY 2021-22; and

**WHEREAS**, the City's recently approved 2040 General Plan highlights the City's commitment to diversity initiatives and identifies "racial equity" as a focus area for City leadership and elected officials in San Rafael; and

**WHEREAS**, the City has a need for professional consulting services to perform an equity audit on Citywide policies, programs, and practices; and

**WHEREAS**, BCT Partners has the necessary professional experience and skills to provide the necessary services to perform an Equity Audit on citywide policies, programs, and practices.

**NOW, THEREFORE, BE IT RESOLVED** the City Council of the City of San Rafael hereby approves and authorizes the City Manager to execute a Professional Services Agreement for consulting services to perform an Equity Audit in an amount not to exceed \$170,000, in the form included with the Agenda Report for this Resolution, subject to final approval as to form by the City Attorney.

**I, Lindsay Lara**, Clerk of the City of San Rafael, hereby certify foregoing resolution was duly and regularly introduced and adopted at a regular meeting on the City Council of said City held on Monday, the 16<sup>th</sup> day of May 2022, by the following vote to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

Lindsay Lara, City Clerk

# REQUEST FOR QUALIFICATIONS

## DIVERSITY, EQUITY, AND INCLUSION AUDIT & CONSULTING SERVICES

Issued: November 22, 2021



QUALIFICATION RESPONSES DUE  
**JANUARY 12, 2022**

Submit questions and proposals via email to:  
Cristine Alilovich, Assistant City Manager  
[Cristine.alilovich@cityofsanrafael.org](mailto:Cristine.alilovich@cityofsanrafael.org)

## **INTRODUCTION**

San Rafael is the economic and cultural heart of Marin County, and its high quality of life is centered on its commercial districts, engaged neighborhoods, active lifestyle, and natural environment. San Rafael (population 60,651) is a full-service city with a City Council/City Manager form of government with 12 departments, more than 400 employees, and an annual budget of \$100 million.

The City of San Rafael (City) has been on the Diversity, Equity, Inclusion awareness journey for several years and is now seeking proposals from consultant firms, non-profits, and other organizations (consultant) with expertise in providing professional consulting services to assist us in conducting an equity audit as a foundation toward building a more diverse and inclusive organization for employees and the community in which we serve. We need assistance to identify blind spots and processes that perpetuate systemic injustice and identify current successes and areas for improvement. San Rafael is looking for a consultant to recommend strategies for our next steps (following the equity audit) and assistance in developing a framework to carry forward this important work.

The equity audit will shed light on the City of San Rafael's demographic and socioeconomic diversity, which the City will then use to develop strategic DEI goals and initiatives. For example, the City of San Rafael is comprised of 27.3% foreign born persons with 36.1% of families speaking a language other than English, and the population is 31% Hispanic or Latino and 66.8% White. Furthermore, 50% of all housing units are owner occupied, with a median value of owner-occupied units at \$923,000, while the median household income is \$91,742. As of 2019, 12.2% of persons in San Rafael live below the poverty line.

## **CITY COUNCIL'S COMMITMENT TO THE WORK**

The City Council and the City Manager's Office are committed to furthering diversity and equity efforts in San Rafael. City leadership and staff have taken several steps to place diversity, equity, and inclusion efforts at the front and center of City priorities.

Racial Equity is one of the top four policy focus areas identified by the City Council in their fiscal year 2021-22 priorities [City of San Rafael City Council Goals-Objectives-2021-2022](#). Our City Council wholeheartedly believes in promoting just and fair participation in a society in which everyone has the resources and opportunities they need to be successful and ensuring that the City's policies are not furthering inequities in our community. The City's recently approved [2040 General Plan](#) highlight's the City's commitment to diversity and identifies focus areas for City leadership and elected officials.

The City is currently re-designing its community engagement practices to become more inclusive and to ensure that all members of our community have equitable access to participate in the civic process. Through an increased prioritization of inclusive communication efforts, we aim to increase participation by groups who have historically been unrepresented, which in San Rafael, is primarily the Latinx population. We are facilitating community conversations in Spanish only and providing real time Spanish translation in our City Council meetings.

Additionally, the City is currently participating in this year's United Against Hate Week by designing an outreach campaign with residents and businesses that calls for unity against all forms of bias. On Monday, November 1, 2021, the San Rafael City Council unanimously approved the United Against Hate proclamation to affirm our collective commitment to stand against hate and discrimination in all forms in San Rafael. This [video](#) includes heartfelt testimony which reflects our genuine commitment to stand against hate and discrimination in San Rafael. The City's [proclamation](#) established a weeklong awareness campaign.

Please refer to the City's dedicated web page on [Racial and Social Equity](#) for more information.

The City is dedicated to enhancing the quality of life of all its residents, including but not limited to individuals who belong to underserved communities due to their race, religion, sexual orientation, gender identification and/or expression,

differently abled, and those disproportionately affected by persistent poverty. Our overarching goal with this project is to take actionable steps toward a more free, just, and equitable future, where everyone has access to opportunity.

### **QUALIFICATIONS**

In addition to deep expertise and experience in supporting organizations in their DEI initiatives, the selected consultant will have the following qualifications:

- Ability to collaborate with diverse stakeholders, conduct community meetings, and effectively present complex ideas to various groups.
- Outstanding facilitation skills including the ability to build collaborative relationships among diverse populations.
- Ability to synthesize a vast amount of information and present it in an accessible and useful manner that is inclusive of all represented viewpoints.
- Strong organizational skills, with the ability to adapt approaches and methods.

### **PROJECT SCOPE**

The equity audit will specifically look at policies, programs, and practices that directly or indirectly impact City staff and residents in regard to their race, ethnicity, gender, national origin, color, disability, age, sexual orientation, gender identity, religion, or other socio-culturally significant factors.

We expect this will include the review of the following, but not limited to:

- City policies and practices (including HR)
  - Municipal Code
  - City services
  - Community engagement
  - Internal and external communications
  - Program funding and expenses
  - City staff demographics
- The high-level deliverables will include the development of findings and recommendations to be included in a final report and presentation to the community and the City Council. Make recommendations based on the Equity Audit's findings.
  - In addition to the equity audit project, the City is looking for additional consulting services to advise the City team on our DEI work; please include a description of what types of services you can provide to augment the scope of the audit.
  - The precise/final scope of work will be incorporated into the "Professional Services Agreement," shall be negotiated with the selected consultant.

### **RFQ RESPONSE**

The City requests the following from consultants that are interested in responding to this RFQ:

1. Consultant profile, including name, address, telephone number, and email address of the consultant's point of contact and company website.
2. The consultant's experience as it relates to conducting equity audits and DEI consulting, ideally with other public agencies and/or local governments.
3. Scope of work description, timeline with deliverables.
4. A general budget/cost estimate of the proposed work.
5. A minimum of three (3) references, including the reference's names, company/agency, phone numbers, and email address, plus a description of the type of work performed.

## SCHEDULE

Q&A Zoom with interested parties & City team	December 13, 2021, 1pm PST (details below)
Qualification Response due	January 12, 2022
Interviews with City team	Week of January 24, 2022
Award Professional Services Contract & begin work	February 2022

## Q&A ZOOM

To learn more about is project, please attend a Q&A Zoom meeting on **December 13<sup>th</sup> at 1pm PST**. Consultants can learn more about the City’s DEI goals and ask questions of the City team. **Please RSVP by emailing [Cristine.alilovich@cityofsanrafael.org](mailto:Cristine.alilovich@cityofsanrafael.org) to let us know you will be joining us.**

Join Zoom Meeting <https://us02web.zoom.us/j/83494294074?pwd=c0FIRUJWQXhjcVhFa2pvd2haZDZhZz09>

Meeting ID: 834 9429 4074, Passcode: 223310

## INTERVIEWS

Consultants may be invited to an interview with the City team in early January 2022. Selected consultants will have an opportunity to share their firm’s philosophy and experience and dialogue with the City team about the scope and approach to the project.

## BUDGET

The City of San Rafael is dedicated to providing the resources needed to conduct a comprehensive equity audit. We believe this work is difficult to quantify because it has no real end, however we do need to define a scope of work to complete the audit. We are seeking your experience in guiding our team via your responses to inform both the cost estimate and the amount of time this effort should take based on a city our size. We are intentionally seeking qualifications and not proposals for this reason; our goal is that in this process of selecting a highly qualified consultant, we will co-create and land on the “right” size project and budget; we also anticipate this work to be done in phases. Consultants will not be judged/evaluated on their estimated budget/cost during the initial screening and interview process. We are interested in knowing what you think is the needed level of effort.

Thank you for your interest in contracting opportunities with the City of San Rafael. If you have any questions and would like to chat 1:1 to determine your level of interest, please reach out to me anytime @ [Cristine.alilovich@cityofsanrafael.org](mailto:Cristine.alilovich@cityofsanrafael.org).

**AGREEMENT FOR PROFESSIONAL SERVICES  
FOR DEI CONSULTING SERVICES**

This Agreement is made and entered into this 11<sup>th</sup> day of May, 2022, by and between the CITY OF SAN RAFAEL (hereinafter "**CITY**"), and BCT PARTNERS, LLC (hereinafter "**CONSULTANT**").

**RECITALS**

**WHEREAS, CITY** has a need for professional DEI consulting services; and

**WHEREAS, CONSULTANT** is an experienced DEI consultant who is qualified and willing to provide the necessary services to **CITY** on the terms set forth herein;

**AGREEMENT**

**NOW, THEREFORE,** the parties hereby agree as follows:

1. **PROJECT COORDINATION.**

A. **CITY'S Project Manager.** The Assistant City Manager is hereby designated the PROJECT MANAGER for the **CITY** and said PROJECT MANAGER shall supervise all aspects of the progress and execution of this Agreement.

B. **CONSULTANT'S Project Director.** **CONSULTANT** shall assign a single PROJECT DIRECTOR to have overall responsibility for the progress and execution of this Agreement for **CONSULTANT**. Damita Byrd is hereby designated as the PROJECT DIRECTOR for **CONSULTANT**. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute PROJECT DIRECTOR, for any reason, the **CONSULTANT** shall notify the **CITY** within ten (10) business days of the substitution.

2. **DUTIES OF CONSULTANT.**

**CONSULTANT** shall perform the duties and/or provide services as follows:  
Conduct review on City policies, practices, including but not limited to the municipal code, community engagement, internal and external communications. Conduct a DEI Human Resources Assessment, conduct focus groups with City Staff and community members, analyze and interpret the data gathered to provide assessment, compile a final DEI Assessment Report that synthesizes all of the analysis and provides recommendations and next steps.

3. **DUTIES OF CITY.**



**CITY** shall pay the compensation as provided in Paragraph 4, and provide **CONSULTANT** with any necessary information, supplies, and assistance required, virtually or on-site, and workspace at City Hall, as needed, for **CONSULTANT** to perform duties under this agreement.

4. COMPENSATION.

For the full performance of the services described herein by **CONSULTANT**, **CITY** shall pay **CONSULTANT** as follows:  
\$170,000.00

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Payment will be made monthly upon receipt by PROJECT MANAGER of itemized invoices submitted by **CONSULTANT**.

5. TERM OF AGREEMENT.

The term of this Agreement shall be for (1) year(s) commencing on **May 16, 2022** and ending on **May 15, 2023**. Upon mutual agreement of the parties, and subject to the approval of the City Manager the term of this Agreement may be extended for an additional period of up to (1) year(s).

6. TERMINATION.

A. **Discretionary.** Either party may terminate this Agreement without cause upon thirty (30) days written notice mailed or personally delivered to the other party.

B. **Cause.** Either party may terminate this Agreement for cause upon fifteen (15) days written notice mailed or personally delivered to the other party, and the notified party's failure to cure or correct the cause of the termination, to the reasonable satisfaction of the party giving such notice, within such fifteen (15) day time period.

C. **Effect of Termination.** Upon receipt of notice of termination, neither party shall incur additional obligations under any provision of this Agreement without the prior written consent of the other.

D. **Return of Documents.** Upon termination, any and all **CITY** documents or materials provided to **CONSULTANT** and any and all of **CONSULTANT's** documents and materials prepared for or relating to the performance of its duties under this Agreement, shall be delivered to **CITY** as soon as possible, but not later than thirty (30) days after termination.

7. OWNERSHIP OF DOCUMENTS.

The written documents and materials prepared by the **CONSULTANT** in connection with the performance of its duties under this Agreement, shall be the sole property of **CITY**. **CITY** may use said property for any purpose, including projects not contemplated by this Agreement.

8. INSPECTION AND AUDIT.

Upon reasonable notice, **CONSULTANT** shall make available to **CITY**, or its agent, for inspection and audit, all documents and materials maintained by **CONSULTANT** in connection with its performance of its duties under this Agreement. **CONSULTANT** shall fully cooperate with **CITY** or its agent in any such audit or inspection.

9. ASSIGNABILITY.

The parties agree that they shall not assign or transfer any interest in this Agreement nor the performance of any of their respective obligations hereunder, without the prior written consent of the other party, and any attempt to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

10. INSURANCE.

A. **Scope of Coverage.** During the term of this Agreement, **CONSULTANT** shall maintain, at no expense to **CITY**, the following insurance policies:

1. A commercial general liability insurance policy in the minimum amount of one million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) aggregate, for death, bodily injury, personal injury, or property damage.

2. An automobile liability (owned, non-owned, and hired vehicles) insurance policy in the minimum amount of one million dollars (\$1,000,000) dollars per occurrence.

3. If any licensed professional performs any of the services required to be performed under this Agreement, a professional liability insurance policy in the minimum amount of one million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) aggregate, to cover any claims arising out of the **CONSULTANT's** performance of services under this Agreement. Where **CONSULTANT** is a professional not required to have a professional license, **CITY** reserves the right to require **CONSULTANT** to provide professional liability insurance pursuant to this section.

4. If it employs any person, **CONSULTANT** shall maintain worker's compensation insurance, as required by the State of California, with statutory limits, and employer's liability insurance with limits of no less than one million dollars (\$1,000,000) per accident for bodily injury or disease. **CONSULTANT's** worker's compensation insurance shall be specifically endorsed to waive any right of subrogation against **CITY**.

B. **Other Insurance Requirements.** The insurance coverage required of the **CONSULTANT** in subparagraph A of this section above shall also meet the following requirements:

1. Except for professional liability insurance or worker's compensation insurance, the insurance policies shall be specifically endorsed to include the **CITY**, its officers, agents, employees, and volunteers, as additional insureds (for both ongoing and completed operations) under the policies.

2. The additional insured coverage under **CONSULTANT'S** insurance policies shall be "primary and noncontributory" with respect to any insurance or coverage maintained by **CITY** and shall not call upon **CITY's** insurance or self-insurance coverage for any contribution. The "primary and noncontributory" coverage in **CONSULTANT'S** policies shall be at least as broad as ISO form CG20 01 04 13.

3. Except for professional liability insurance or worker's compensation insurance, the insurance policies shall include, in their text or by endorsement, coverage for contractual liability and personal injury.

4. By execution of this Agreement, **CONSULTANT** hereby grants to **CITY** a waiver of any right to subrogation which any insurer of **CONSULTANT** may acquire against **CITY** by virtue of the payment of any loss under such insurance. **CONSULTANT** agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not **CITY** has received a waiver of subrogation endorsement from the insurer.

5. If the insurance is written on a Claims Made Form, then, following termination of this Agreement, said insurance coverage shall survive for a period of not less than five years.

6. The insurance policies shall provide for a retroactive date of placement coinciding with the effective date of this Agreement.

7. The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of **CITY** (if agreed to in a written contract or agreement) before **CITY'S** own insurance or self-insurance shall be called upon to protect it as a named insured.

8. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to **CITY** or any other additional insured party. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the obligations of the **CONSULTANT** under this agreement.

**C. Deductibles and SIR's.** Any deductibles or self-insured retentions in **CONSULTANT's** insurance policies must be declared to and approved by the PROJECT MANAGER and City Attorney and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or **CITY** or other additional insured party. At **CITY's** option, the deductibles or self-insured retentions with respect to **CITY** shall be reduced or eliminated to **CITY's** satisfaction, or **CONSULTANT** shall procure a bond guaranteeing payment of losses and

related investigations, claims administration, attorney's fees and defense expenses.

D. **Proof of Insurance.** **CONSULTANT** shall provide to the **PROJECT MANAGER** or **CITY'S** City Attorney all of the following: (1) Certificates of Insurance evidencing the insurance coverage required in this Agreement; (2) a copy of the policy declaration page and/or endorsement page listing all policy endorsements for the commercial general liability policy, and (3) excerpts of policy language or specific endorsements evidencing the other insurance requirements set forth in this Agreement. **CITY** reserves the right to obtain a full certified copy of any insurance policy and endorsements from **CONSULTANT**. Failure to exercise this right shall not constitute a waiver of the right to exercise it later. The insurance shall be approved as to form and sufficiency by **PROJECT MANAGER** and the City Attorney.

## 11. INDEMNIFICATION.

A. Except as otherwise provided in Paragraph B., **CONSULTANT** shall, to the fullest extent permitted by law, indemnify, release, defend with counsel approved by **CITY**, and hold harmless **CITY**, its officers, agents, employees and volunteers (collectively, the "**City Indemnitees**"), from and against any claim, demand, suit, judgment, loss, liability or expense of any kind, including but not limited to attorney's fees, expert fees and all other costs and fees of litigation, (collectively "**CLAIMS**"), arising out of **CONSULTANT'S** performance of its obligations or conduct of its operations under this Agreement. The **CONSULTANT's** obligations apply regardless of whether or not a liability is caused or contributed to by the active or passive negligence of the **City Indemnitees**. However, to the extent that liability is caused by the active negligence or willful misconduct of the **City Indemnitees**, the **CONSULTANT's** indemnification obligation shall be reduced in proportion to the **City Indemnitees'** share of liability for the active negligence or willful misconduct. In addition, the acceptance or approval of the **CONSULTANT'S** work or work product by the **CITY** or any of its directors, officers or employees shall not relieve or reduce the **CONSULTANT'S** indemnification obligations. In the event the **City Indemnitees** are made a party to any action, lawsuit, or other adversarial proceeding arising from **CONSULTANT'S** performance of or operations under this Agreement, **CONSULTANT** shall provide a defense to the **City Indemnitees** or at **CITY'S** option reimburse the **City Indemnitees** their costs of defense, including reasonable attorneys' fees, incurred in defense of such claims.

B. Where the services to be provided by **CONSULTANT** under this Agreement are design professional services to be performed by a design professional as that term is defined under Civil Code Section 2782.8, then, to the extent permitted by law including without limitation, Civil Code sections 2782, 2782.6 and 2782.8, **CONSULTANT** shall indemnify and hold harmless the **CITY** and its officers, officials, and employees (collectively **City Indemnitees**) from and against damages, liabilities or costs (including incidental damages, Court costs, reasonable attorney's fees as may be determined by the Court, litigation expenses and fees of expert witnesses incurred in connection therewith and costs of investigation) to the extent they are caused by the negligence, recklessness, or willful misconduct of **CONSULTANT**, or any subconsultants, or subcontractor or anyone directly or indirectly employed by them, or anyone for whom they are legally liable (collectively **Liabilities**). Such obligation to hold harmless and indemnify any indemnity shall not apply to the extent that such **Liabilities** are caused in part by the negligence or willful misconduct

of such City Indemnitee.

C. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement, and shall survive the termination or completion of this Agreement for the full period of time allowed by law.

12. NONDISCRIMINATION.

**CONSULTANT** shall not discriminate, in any way, against any person on the basis of age, sex, race, color, religion, ancestry, national origin or disability in connection with or related to the performance of its duties and obligations under this Agreement.

13. COMPLIANCE WITH ALL LAWS.

**CONSULTANT** shall observe and comply with all applicable federal, state and local laws, ordinances, codes and regulations, in the performance of its duties and obligations under this Agreement. **CONSULTANT** shall perform all services under this Agreement in accordance with these laws, ordinances, codes and regulations. **CONSULTANT** shall release, defend, indemnify and hold harmless **CITY**, its officers, agents and employees from any and all damages, liabilities, penalties, fines and all other consequences from any noncompliance or violation of any laws, ordinances, codes or regulations.

14. NO THIRD PARTY BENEFICIARIES.

**CITY** and **CONSULTANT** do not intend, by any provision of this Agreement, to create in any third party, any benefit or right owed by one party, under the terms and conditions of this Agreement, to the other party.

15. NOTICES.

All notices and other communications required or permitted to be given under this Agreement, including any notice of change of address, shall be in writing and given by personal delivery, or deposited with the United States Postal Service, postage prepaid, addressed to the parties intended to be notified. Notice shall be deemed given as of the date of personal delivery, or if mailed, upon the date of deposit with the United States Postal Service. Notice shall be given as follows:

TO **CITY**'s Project Manager:

Cristine Alilovich

City of San Rafael

1400 Fifth Ave

San Rafael, CA 94901

TO **CONSULTANT**'s Contracts Department:

Jimez Ashby

105 Lock St #203

Newark, NJ 07103

16. INDEPENDENT CONTRACTOR.

For the purposes, and for the duration, of this Agreement, **CONSULTANT**, its officers, agents and employees shall act in the capacity of an Independent Contractor, and not as employees of the **CITY**. **CONSULTANT** and **CITY** expressly intend and agree that the status of **CONSULTANT**, its officers, agents and employees be that of an Independent Contractor and not that of an employee of **CITY**.

17. ENTIRE AGREEMENT -- AMENDMENTS.

A. The terms and conditions of this Agreement, all exhibits attached, and all documents expressly incorporated by reference, represent the entire Agreement of the parties with respect to the subject matter of this Agreement.

B. This written Agreement shall supersede any and all prior agreements, oral or written, regarding the subject matter between the **CONSULTANT** and the **CITY**.

C. No other agreement, promise or statement, written or oral, relating to the subject matter of this Agreement, shall be valid or binding, except by way of a written amendment to this Agreement.

D. The terms and conditions of this Agreement shall not be altered or modified except by a written amendment to this Agreement signed by the **CONSULTANT** and the **CITY**.

E. If any conflicts arise between the terms and conditions of this Agreement, and the terms and conditions of the attached exhibits or the documents expressly incorporated by reference, the terms and conditions of this Agreement shall control.

18. SET-OFF AGAINST DEBTS.

**CONSULTANT** agrees that **CITY** may deduct from any payment due to **CONSULTANT** under this Agreement, any monies which **CONSULTANT** owes **CITY** under any ordinance, agreement, contract or resolution for any unpaid taxes, fees, licenses, assessments, unpaid checks or other amounts.

19. WAIVERS.

The waiver by either party of any breach or violation of any term, covenant or condition of this Agreement, or of any ordinance, law or regulation, shall not be deemed to be a waiver of any other term, covenant, condition, ordinance, law or regulation, or of any subsequent breach or violation of the same or other term, covenant, condition, ordinance, law or regulation. The subsequent acceptance by either party of any fee, performance, or other consideration which may become due or owing under this Agreement, shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, condition, covenant of this Agreement or any applicable law, ordinance or regulation.

20. COSTS AND ATTORNEY'S FEES.

The prevailing party in any action brought to enforce the terms and conditions of this Agreement, or arising out of the performance of this Agreement, may recover its reasonable costs (including claims administration) and attorney's fees expended in connection with such action.

21. CITY BUSINESS LICENSE / OTHER TAXES.

**CONSULTANT** shall obtain and maintain during the duration of this Agreement, a **CITY** business license as required by the San Rafael Municipal Code **CONSULTANT** shall pay any and all state and federal taxes and any other applicable taxes. **CITY** shall not be required to pay for any work performed under this Agreement, until **CONSULTANT** has provided **CITY** with a completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification).

22. SURVIVAL OF TERMS.

Any terms of this Agreement that by their nature extend beyond the term (or termination) of this Agreement shall remain in effect until fulfilled and shall apply to both Parties' respective successors and assigns.

23. APPLICABLE LAW.

The laws of the State of California shall govern this Agreement.

24. COUNTERPARTS AND ELECTRONIC SIGNATURE.

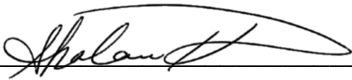
This Agreement may be executed by electronic signature and in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one document. Counterpart signature pages may be delivered by telecopier, email or other means of electronic transmission.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the day, month and year first above written.

**CITY OF SAN RAFAEL**

**CONSULTANT**

\_\_\_\_\_  
JIM SCHUTZ, City Manager

By:  \_\_\_\_\_

Name: Shalawn Hilliard

Title: Director of Administration

ATTEST:

\_\_\_\_\_  
LINDSAY LARA, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
ROBERT F. EPSTEIN, City Attorney

[If CONSULTANT is a corporation, add signature of  
second corporate officer]

By:\_\_\_\_\_

Name:\_\_\_\_\_

Title:\_\_\_\_\_





## Statement of Work (SOW)

**Client:** City of San Rafael  
**Date:** May 11, 2022  
**Project:** Diversity, Equity & Inclusion (DEI) Audit & Consulting Services  
**Prepared by:** Ms. Damita Byrd, CDP and Jimenez Ashby Jr., BCT Partners

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### Introduction

This document provides a statement of work (SOW) and budget for BCT Partners to the City of San Rafael with Diversity, Equity & Inclusion (DEI) Audit and Consulting Services.

### Background

The City of San Rafael's Diversity, Equity & Inclusion (DEI) Audit will shed light on the City of San Rafael's demographic and socioeconomic diversity. The findings from the audit will then be used to develop strategic DEI goals and initiatives.

The objectives of this work are:

- Assess policies, programs, and practices that directly or indirectly impact City staff and residents in regard to their race, ethnicity, gender, national origin, color, disability, age, sexual orientation, gender identity, religion, or other socio-culturally significant factors.
- Develop recommendations, based on the Equity Audit's findings, to be included in a final report and presentation to the community and the City Council.

### Scope of Work

The scope of work are as follows:

- I. Task #1: Project Launch Meeting** — BCT will conduct a Project Launch Meeting with appropriate City of San Rafael stakeholders to further clarify expectations, priorities, as well as to discuss and refine the in-scope areas of this engagement.
- II. Task #2: Request Documentation & Data** — BCT will submit an information request to City of San Rafael to provide documentation describing and data pertaining to each practice area.
- III. Task #3: Conduct Review** — BCT will review any existing information/data that describes or characterizes CSR with respect to its diversity, equity, inclusion, and culture including the following:
  - a. City policies, practices, and Municipal Codes
  - b. Prior assessments related to culture, climate, practices, and policies
  - c. Documentation reflecting current DEI efforts, including internal and external communications
  - d. Documentation of community engagement initiatives, strategies, and/or effortsThis review will not only ground BCT's efforts to conduct the DEI audit, but also inform the design of the qualitative and quantitative data collection instruments.
- IV. Task #4: Design Surveys**

- a. **Task #4A: Culture and Climate Assessment Survey** — BCT Partners has already created a statistically validated and reliable DEI Workforce and Workplace Assessment (DWWA) instrument. We have successfully used this tool with many leading healthcare, public, private and governmental organizations to assess:

- Employee satisfaction.
- Perceptions of workforce culture and climate related to inclusion and belonging
- Specific diversity issues pertaining to: race, gender, LGBTQ, disabilities, age, religion, national origin, language/accent.
- Diversity-related leadership competencies
- Management commitment and responsiveness to diversity issues and present ability to competently manage a diverse workplace.
- Legal and risk management issues related to uncivil or disrespectful treatment, diversity-related incidents of disrespect, workplace bullying and discrimination.

BCT will work with CSR to further customize this instrument to survey all 400 City employees including executive leaders, managers and supervisors and staff members.

- b. **Task #4B: Global Diversity Equity and Inclusion Benchmark** — BCT will conduct a separate survey of the City's leaders, managers and supervisory staff using the Centre for Global Inclusion's Global DEI Benchmarks (GDEIB) instrument. The GDEIB is a widely used, international instrument, developed and refined by 95 expert panelists, that contains 266 benchmarks in four groups and 15 categories that need to be addressed to create a world-class DEI initiative (see figure). Only City leaders, managers and supervisory staff will take this survey. Once the assessment is completed, BCT will be able to rate the City, using the GDEIB, according to the five levels – as follows:

- Level 1 – No DEI work has begun; appreciation of diversity and a culture of inclusion are not organizational goals.
- Level 2 – Compliance mindset at best; symbolic actions only.
- Level 3 – Beginning of a programmatic thrust; moving in a healthy direction.
- Level 4 – Seeing DEI systemically; a robust D&I approach.
- Level 5 – Current best practices in DEI around the world.
- Beyond – Going beyond 100 percent would make your organization a “pioneer” and probably a model for others.

BCT will work with the City to further customize this instrument to survey City executive leaders and directors.

- V. **Task #5: Deploy Surveys** — Pursuant to the City's feedback, BCT will revise, program and launch the DWWA in English, to City employees and leaders, using an online survey tool (i.e., Qualtrics). Each employee will be given a link to the independent website hosting the survey. Responding to the survey typically takes no longer than 6 to 8 minutes. Survey results will be entirely anonymous and will not be tied back to individual employees. The same survey deployment method will be used to administer the GDEIB to City executives and directors, only.

- VI. **Task #6: DEI Human Resources Audit** — To produce a most thorough evaluation, an audit requires in-depth interviews with staff that are responsible for defining the practices that

execute recruiting, hiring, learning and development, and retention and support policies. BCT will gather qualitative data from these staff members and conduct an analysis to identify themes and direct actions disrupt and remove inequities within the organization.

- a. **Task #6.1: Gather HR Information System Data** — BCT will conduct an analysis of the City's Human Resource Information System data to assess equitable workforce advancement, promotion and retention. The HRIS equity assessment begins by meeting with HR data managers to determine the ideal process for securely extracting the key data required for the analysis. BCT then submits a query to the HR data manager, who extracts the data files. The data can be de-identified, removing names and addresses of employees. As soon as the analysis is completed, BCT destroys the data.
- b. **Task #6.2: Conduct DEI Human Resources Assessment (Policies and Practices)** — BCT will perform a DEI HR assessment that includes the following activities:
  - a. **Recruiting** – Evaluate existing potential partner organizations, recruiting channels, best practices, resources, and opportunities that can enhance diverse recruitment efforts including diversity recruiting firms and organizations representing diverse populations.
  - b. **Hiring** – Evaluate existing human resources hiring policies, practices and processes (i.e., assessments used, questions asked, recruiting areas, etc.) to identify diversity hiring gaps as well as opportunities to mitigate bias and other barriers to equity.
  - c. **Learning and Development** – Assess existing learning, development and performance management policies, practices and processes as it relates to creating equal opportunity for diverse employees to succeed.
  - d. **Retention and Support** – Evaluate current practices for retaining and supporting City of San Rafael employees.

**VII. Task #7: Conduct Interviews and Focus Groups** — BCT will develop a set of robust qualitative in-depth interview (IDI) and focus group protocols that probe further into topics and issues that would benefit from deeper insights, greater clarification, and more nuanced understanding than the quantitative research may allow. IDIs will be conducted with up to ten (10) City leaders and directors. Focus groups will be conducted with six different groups of employees, based on demographics, job functions, etc. (note: direct reports will be separated from supervisory staff to foster open and honest dialogue); and up to six focus different groups of community residents who receive/benefit from City services, based on the type of services they receive and their demographics. BCT will conduct qualitative research virtually via telephone or web conference (i.e., Zoom). A BCT team member with extensive experience in structured and open-ended interviews will moderate the focus group. The focus groups will be recorded only with permission and disclosure from all participants.

**VIII. Task #8: Analyze and Interpret Data** — BCT will conduct triangulated analyses of all quantitative and qualitative, together, to ensure that the report reflects the most holistically accurate and valid conclusions. Specifically, the analysis will be conducted as follows:

- With respect to the DWWA, BCT will generate descriptive statistics necessary to understand the data (e.g., distributions, measures of central tendency) and generate the inferential statistics to identify relationships between variables (e.g., analysis of variance, regression, and correlation).
- The GDEIB data gathered from CSR leaders and directors will be analyzed by aggregating findings across all respondents to produce statistically reliable and valid findings on the top strengths and recommendations for the City's D&I vision,

strategy, and business case; leadership and accountability; D&I structure and implementation; recruitment, retention, development, and advancement; and benefits, work-life, and flexibility.

- The qualitative data will be coded and uploaded into a comprehensive database. BCT will use content analysis to organize the data into categories that translate the perspectives, experiences and perceptions of CSR employees into a deeper understanding of DEI challenges and opportunities.
- BCT will analyze the HRIS data by conducting regression modeling to determine the ideal employee pathway to advancement, promotion, and retention, controlling for factors like the level and type of job, location of work, and other factors that could influence the work experiences that lead to job advancement and retention. Then, and most importantly, BCT will conduct inferential analyses to determine if there are any significant differences by race, gender, sexual identity, etc.

**IX. Task #9: Deliver Final Report** – The final step in the assessment process will be to produce a DEI Assessment Report. BCT will triangulate and synthesize all of analyses, in combination with other sources gathered and evaluated during the Review step, into a draft and final report that summarizes findings, recommendations and next steps, and offers insights to organizational climate and culture strengths, limitations, risks, synergies, challenges and opportunities. BCT approaches all assessment efforts with a keen eye toward action, by taking information and data and translating them into results for our clients. We will work with CSR leaders to ensure a clear understanding of the results, implications, and limitations of the assessment report. The assessment report will include short-term and long-term recommendations related to City policies and practices (including HR); Municipal Code; City services, including recommendations based on resident feedback/input; community engagement; internal and external communications; program funding and expenses; and City staff demographics.

### Period of Performance

The period of performance is May 2022 – December 2022

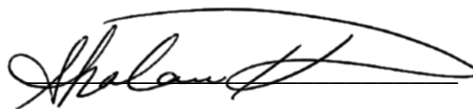
### Budget

The budget is \$170,000.00.

**CITY OF SAN RAFAEL**

**BCT Partners, LLC**

By: \_\_\_\_\_



Name: \_\_\_\_\_

Shalawn Hilliard

Title: \_\_\_\_\_

Director of Administration

Date: \_\_\_\_\_

05/11/2022