

**SERVICES AGREEMENT BETWEEN
RACE FORWARD
AND
CITY OF GAINESVILLE**

This Agreement is entered into this ____ day of _____, 2020, by and between the CITY OF GAINESVILLE, Florida, a municipal corporation with its principal office located at City Hall, 200 East University Avenue, Gainesville, FL 32601 (“City”), and RACE FORWARD, a non-profit organization with an office located at 145 E. 57th St., 4th Floor, New York, NY 10022 (“Contractor”), each individually referred to herein as a "Party" and collectively as the "Parties". This Agreement shall be effective as of the date signed by the City's authorized signatory ("Effective Date").

In consideration of the faithful performance of the terms, covenants, and conditions and the mutual obligations as set forth herein, the City and Contractor agree as follows:

1. **Term.** The term of this Agreement shall be for a period of one (1) year beginning on the Effective Date.
2. **Independent Contractor.** Subject to the terms and conditions of this Agreement, the City hereby engages the Contractor as an independent contractor to perform the services set forth herein, and the Contractor hereby accepts such engagement. Contractor is not an employee of the City. The Contractor's relationship to the City shall be that of independent contractor. The Contractor shall not represent or hold itself out to be an employee of City. The Contractor's employees, representatives, agents, and employees are not eligible to receive any health, medical, wellness or fringe benefits from the City.
3. **Scope of Services.**
 - a. The services ("Services") provided during the term of this Agreement and covered by this Agreement are set forth in **Exhibit A**, which is attached hereto and incorporated herein by reference.
 - b. Contractor warrants that the Services will be performed in a professional, efficient, and diligent manner consistent with generally accepted industry standards and with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. If City determines that any of the Services are not performed in accordance with such level of competency and standard of care, City, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with City to review the quality of the Services provided and resolve matters of concern; (b) require Contractor to repeat any substandard Services at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to Section 13 below; or (d) pursue any and all other remedies at law or in equity.

4. **Compensation Terms.**
 - a. As full compensation for the Services rendered pursuant to this Agreement, the City agrees to pay Contractor a total sum of One Hundred Twenty Seven Thousand Eight Hundred Sixty Eight Dollars and 00/100 (\$127,868.00) as set forth in **Exhibit B**.
 - b. It is understood and agreed that City will not withhold any amount for payment of taxes from the compensation of the Contractor.
 - c. The City agrees to pay Contractor one half (1/2) of the total fee amount upfront prior to the performance of the Services. Said one half amount will be Sixty Three Thousand Nine Hundred Thirty Four Dollars and 00/100 (\$63,934.00). City agrees to pay Contractor the remaining one half (1/2) amount of the total fee at the end of the Term after all Services have been performed pursuant to this Agreement. The remaining one half amount will be Sixty Three Thousand Nine Hundred Thirty Four Dollars and 00/100 (\$63,934.00).
 - d. Contractor shall invoice the City for Services. In no event will payment be made prior to receipt of an original invoice. The City's delivered payment terms are payment within thirty (30) days except where the law provides otherwise. The City is not liable for delays in payment caused by failure of the Contractor to send invoices to the address referenced herein.

5. **Supervision of the Work.**
 - a. Contractor shall supervise and direct the Services described on **Exhibit A**, using Contractor's best skill and attention as approved by the City. Contractor shall be solely responsible for all methods, techniques, sequences and procedures, and shall coordinate all portions of the Services provided hereunder. City will deal only through Contractor, who shall be responsible for the proper execution of the Services.
 - b. Any subcontractor relationships or assignment not identified herein or in **Exhibit A** as part of this Agreement, must first be approved by City.
 - c. A subcontractor ("Subcontractor") is a person or organization that has a direct contract with Contractor to perform any of the Services. Contractor agrees that it is as fully responsible to City for the acts and omissions of Subcontractors and of persons either directly or indirectly employed by Contractor as it is for the acts and omissions of persons directly employed by it. Nothing contained in this Agreement or any other document associated with the performance of the Services shall create any contractual relationship between any Subcontractor and City.
 - d. Contractor shall assign only competent personnel to perform any portion of the Services. If at any time City, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform the Services, Contractor shall remove such person or persons immediately upon receiving written notice from City. If any person is identified in this Agreement (or any attachment hereto), Contractor shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of City.

- e. Contractor shall be responsible to City for the acts and omissions of Contractor's employees, subcontractors, and their agents and employees, and any other persons performing any of the Services under a contract with Contractor.
 - f. Contractor agrees to bind every Subcontractor and every Subcontractor agrees to be bound by the terms of this Agreement as to that portion of the Services performed by Subcontractor, unless specifically noted to the contrary in a subcontract approved in writing by City. Subcontractor agrees to be bound to the Contractor by the terms of this Agreement and to assume toward Contractor all of the obligations and responsibilities that the Contractor assumes toward City. Contractor agrees to be bound to the Subcontractor by all of the obligations that City assumes to Contractor under this Agreement as to the portion of the Services performed by Subcontractor.
6. **Insurance.** Contractor shall purchase and maintain during the life of this Agreement, insurance coverage that is applicable to the services being provided and which will satisfactorily insure Contractor against claims and liabilities which arise because of the execution of this Agreement, with the minimum insurance coverage as follows:
- a. Commercial General Liability Insurance, with a limit of \$1,000,000 for each occurrence and \$2,000,000 in the general aggregate.
 - b. Automobile Liability Insurance. This insurance coverage is not applicable to the Services being provided under this Agreement, as set forth in **Exhibit A** which is attached hereto and incorporated herein by reference.
 - c. Worker's Compensation Insurance and Employer's Liability Insurance, in accordance with statutory requirements, with a limit of \$500,000 for each accident.
 - d. Professional Liability Insurance, with a limit of \$1,000,000 for each claim and aggregate.

Contractor shall not begin work under this Agreement until a Certificate of Insurance has been submitted to the City showing proof that Contractor has obtained the necessary insurance coverage.

Contractor will not be required to purchase any insurance coverage that is not applicable to the Services being provided under this Agreement.

If any of the above cited policies expire during the life of this Agreement, it is the Contractor's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates must specifically cite the following provisions:

- i. City of Gainesville, its agents, representatives, officers, directors, officials and employees must be named an Additional Insured under the following policies:
 - a) Commercial General Liability

b) Auto Liability

- ii. Contractor's insurance must be primary insurance as respects performance of subject contract.
- iii. All policies, except Professional Liability Insurance, if applicable, waives rights of recovery (subrogation) against City of Gainesville, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or Services performed by Contractor under this Agreement.

7. **Indemnification.** Contractor must defend, indemnify and hold harmless the City against all damages, claims or liabilities and expenses (including attorney's fees) arising out of or resulting in any way from the Services purchased and provided under this Agreement, or from any act or omission of Contractor, its agents, employees or subcontractors. Additionally, Contractor shall defend, indemnify and hold harmless City from and against any and all third party claims and liabilities (including, without limitation, reasonable attorneys' fees and costs), regardless of the form of action, arising out of or in connection with a claim that the Services, when used within the scope of this Agreement, infringes, violates or misappropriates a valid third party patent, copyright or other proprietary right, provided that Contractor is notified promptly in writing of the action and Contractor is given the option, at its expense, to control the action and all requested reasonable assistance to defend the same.

8. **Intellectual Property Rights.**

- a. **Work Product.** Contractor agrees that all work product it produces within the scope of this Agreement which are a result of the Services performed under this Agreement shall be considered "works made for hire" under the federal copyright laws. Contractor hereby assigns, sells, transfers, grants, and conveys all right, title, and interest in such work product to City. During the course of this Agreement, Contractor may further develop its knowledge, skills, and experience. Nothing in this Agreement is intended to limit Contractor's use of any knowledge, skills, experience, ideas, concepts, knowhow, and techniques developed prior to or during the course of this Agreement, without limitation, in the development, manufacturing, and marketing of products and services for itself or for other clients. Contractor hereby acknowledges and agrees that any proprietary property of City provided by City to Contractor in conjunction with the Services to be performed under this Agreement shall remain the property of City.
- b. **Contractor Materials.** City hereby acknowledges that Contractor has created materials to be used as part of the core curriculum that will be the focus of the training sessions/workshops that it will provide to City stakeholders as part of the Services to be rendered under this Agreement. Contractor shall retain all ownership rights of its materials under the federal copyright laws. Contractor agrees to grant City a non-exclusive license to use its materials as part of City's participation in Contractor's training sessions/workshops.

9. **Confidentiality.** Contractor must consider all information furnished by City to be confidential and not disclose any information to any other person, or use the information itself for

any purpose other than performing this Agreement, unless Contractor obtains written permission from City to do so. This paragraph applies to drawings, specifications, or other documents prepared by Contractor for City in connection with this Agreement. Contractor must not advertise or publish the fact that City has contracted to receive Services from Contractor, nor is any information relating to the order to be disclosed without City's written permission. No commercial, financial or technical information disclosed in any manner or at any time by Contractor to City is to be considered secret or confidential, unless otherwise agreed in writing, and Contractor has no rights against City with respect to this information except any rights as may exist under patent laws. Contractor recognizes that City's employees have no authority to accept any information in confidence. Information shall not be considered Confidential Information which is required by law to be disclosed. In the event that Contractor is required by order of a court or other government entity having jurisdiction to disclose any Confidential Information, Contractor will give the City prompt notice thereof so that the City may seek an appropriate protective order. Contractor will reasonably cooperate with the City in its efforts to seek such a protective order.

10. **Performance by Contractor.**

- a. **Conduct on City's Premises** -- The Services shall be performed with the City's full cooperation, on the premises of City or remotely. Contractor agrees, while working on City's premises, to observe City's rules and policies relating to the security thereof, access to or use of all or part of the City's premises and any of City's property, including proprietary or confidential information. Contractor agrees that when it is working on City's premises, its personnel shall observe City's administrative and ethics codes relating to the security, access or use of all or part of City's premises and any of City's property, including proprietary or confidential information.
- b. **Inquiries by City** - Contractor shall respond expeditiously to any inquiries pertaining to this Agreement from City.
- c. **Coordination of Services** - Contractor shall schedule work hours as needed to coordinate Services with City staff and external parties.

11. **Records and Retention Audit.** The term "Contractor" is used interchangeably to describe signatories to contracts, grants, and agreements with the City and applies to reflect the relationship with the City (Engineer, Contractor, Licensee, Supplier, Vendor, Contractor, Grant Recipient, etc.).

- a. All records relating in any manner whatsoever to the Services, or any designated portion thereof, which are in the possession of the Contractor, or any of the Contractor's independent contractors, associates, and/or subcontractors, shall be made available for inspection and copying upon written request to the City. Additionally, said records shall be made available upon request by the City to any state, federal or other regulatory authorities and any such authority may review, inspect and copy such records. Said records include, but are not limited to, all plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings or things which document the Services. Said records expressly include those documents reflecting the time expended by the Contractor and its personnel to perform the obligations of this Agreement, and the

records of expenses incurred by the Contractor in its performance under said Agreement. The Contractor shall maintain and protect these records for no less than **seven (7) years** after the completion of the Services, or for any longer period of time as may be required by applicable law, good professional practice, and upon notice during the pendency of any claims or litigation arising from the Services.

- b. The City, or its assigns, may audit all financial and related records (including digital) associated with the terms of the contract or agreement, reimbursable out of pocket expenses, materials, goods and equipment claimed by the Contractor. The City may further audit any of the Contractor's records to conduct performance audits (to identify waste and abuse or to determine efficiency and effectiveness of the contract or agreement), or to identify conflicts of interest.
- c. The Contractor shall at all times during the term of the contract or agreement, and for a period of seven (7) years after the end of the contract, keep and maintain records of the work performed pursuant to this contract or agreement. This shall include proper records of quotations, contracts, correspondence, invoices, vouchers, and other documents that support actions taken by the Contractor. Documents shall be maintained by the Contractor, which are necessary to clearly reflect all work and actions taken. All such records shall be maintained in accordance with general accepted accounting principles. The Contractor shall, at its own expense, make such records available for inspection and audit (including copies and extracts of records as required) by the City at all reasonable times and without prior notice.
- d. The obligations of this Section shall be explicitly included in any subcontracts or agreements formed between the Contractor and any subcontractors or suppliers of goods or non-professional services to the extent that those subcontracts or agreements relate to fulfillment of the Contractor's obligations to the City.
- e. Costs of any audits conducted under the authority of this section and not addressed elsewhere will be borne by the City, unless the audit identifies significant findings that would benefit the City. The Contractor will reimburse the City for the total costs of an audit that identifies significant findings that would benefit the City.
- f. This Section shall not be construed to limit, revoke, or abridge any other rights, powers, or obligations relating to audit which the City may have by Federal, State, or Municipal law, whether those rights, powers, or obligations are express or implied.

12. **Termination for Convenience.** City reserves the right to terminate this Agreement or any part of this Agreement at its sole convenience with thirty (30) days written notice. In the event of termination, Contractor must immediately stop all work and immediately cause any of its suppliers or subcontractors to cease any further work. Contractor will not be paid for any work done after receipt of the notice of termination, nor for any costs incurred by Contractor's suppliers or subcontractors which Contractor could reasonably have avoided.

13. **Termination for Cause.** City may also terminate this Agreement, or any part of this Agreement, with seven (7) days written notice for cause in the event of any default by Contractor, or if Contractor fails to comply with any of the terms and conditions of this Agreement. Late deliveries, performance of Services which do not conform to this Agreement, and failure to provide City, upon request, with adequate assurances of future performance are all causes allowing City to cancel this Agreement for cause. In the event of cancellation for cause, City is not liable to Contractor for any amount, and Contractor is liable to City for any and all damages sustained by reason of the default which gave rise to the cancellation. If it should be determined that City has improperly cancelled this contract for a default, the cancellation is considered a termination for convenience.

14. **Dispute Resolution.** Claims, disputes, or other matters in question between the Parties to this Agreement arising out of or relating to this Agreement, or breach thereof, shall be subject to mediation in Gainesville, Florida, in accordance with the following provisions:

- a. The mediation shall be conducted by a mediator mutually acceptable to both Parties.
- b. The Parties agree to share equally in the expense of the mediation.
- c. Such mediation may include the Contractor or any other person or entity who may be affected by the subject matter of the dispute.
- d. Unless the Parties agree otherwise, mediation shall be a condition precedent to the exercise of any legal remedy other than a proceeding seeking an immediate injunction or restraining order to protect the rights of a Party pending litigation. Notwithstanding the issuance of an injunction or restraining order, or the refusal of a court to issue such an order, the dispute shall continue to be subject to mediation.

15. **Delay in Performance.** Neither City nor Contractor shall be considered in default of the Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonconforming Party. For purposes of this Agreement, such circumstances include abnormal weather conditions; floods; earthquakes; fire; epidemics; pandemics; war, riots, or other civil disturbances; sabotage; judicial restraint; discovery of unanticipated hazardous wastes; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Contractor under this Agreement. Should such circumstances occur, the nonconforming Party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of the Agreement. If the Contractor is delayed in the performance of the services for more than three hundred sixty-five (365) calendar days, either by the City or circumstances beyond his control, an equitable adjustment to the contract amount can be made to compensate for additional costs incurred.

For delays in performance by Contractor caused by circumstances which are within its control, such delays shall be documented and presented to the Purchasing Department at the conclusion of the Services and acknowledged by both City and Contractor. Completed form shall be retained by

City for a period of seven years and reviewed prior to Contractor selection for future City projects. In the event Contractor is delayed in the performance of Services because of delays caused by City, Contractor shall have no claim against City for damages or contract adjustment other than an extension of time.

16. **Notice.** Any notice required or permitted to be given to any Party to this Agreement shall be given in writing and shall be delivered personally or sent by United States mail postage prepaid or by a nationally recognized overnight carrier, or sent by e-mail addressed to the Parties as set forth below:

If to Contractor:

Race Forward
Attn: Randall Oakley _____
145 E. 57th St.
4th Floor
New York, NY 10022
646-747-3288
contracts@raceforward.org

If to City:

Office of Equity and Inclusion
Attn: Teneeshia Marshall
200 E. University Ave.
Suite 52
Gainesville, FL 32601
(352) 334-5051
marshalltl@cityofgainesville.org

Either Party may alter the address to which communications or copies are to be sent by giving notice of such change of address to the other Party.

17. **Waiver.** A waiver by either City or Contractor of any breach of this Agreement shall be in writing. City's failure to insist on performance of any of the terms or conditions of this Agreement or to exercise any right or privilege, or City's waiver of any breach does not waive any other terms, conditions, or privileges, whether of the same or similar type.

18. **Severability.** The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

19. **Governing Law.** This Agreement shall be governed by the laws of the State of Florida and the Codes of the City of Gainesville.

20. **Entire Agreement.** This Agreement represents the entire and integrated agreement between City and Contractor. All prior and contemporaneous communications, representations,

and agreements by Contractor, whether oral or written, relating to the subject matter of this Agreement, are hereby incorporated into and shall become a part of this Agreement.

21. **Successors and Assigns.** City and Contractor each binds itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party of this Agreement and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all provisions of this Agreement.

22. **Assignment.** Neither City nor Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other Party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent Contractor from employing independent contractors, associates, and subcontractors to assist in the performance of the Services; however, other agreements to the contrary notwithstanding, in the event Contractor employs independent contractors, associates, and subcontractors to assist in performance of the Services, Contractor shall be solely responsible for the negligent performance of the independent contractors, associates, and subcontractors so employed.

23. **Third Party Rights.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Contractor.

24. **Relationship of Parties.** Nothing contained herein shall be construed to hold or to make the City a partner, joint venturer, or associate of Contractor, nor shall either party be deemed the agent of the other, it being expressly understood and agreed that the relationship between the Parties is and shall at all times remain contractual as provided by the terms and conditions of this Agreement.

25. **Amendment.** This Agreement may only be amended or modified in writing signed by the Parties hereto.

26. **Non-Disclosure.** Contractor agrees not to disclose or to permit disclosure of any information designated by the City as confidential, except to the Contractor's employees and independent Contractors, associates, and subcontractors who require such information to perform the services specified in this agreement.

27. **Non-Discrimination.** Contractor agrees to comply with all federal, state, and local nondiscrimination laws and regulations. Contractor agrees not to discriminate against any participant in this Agreement on the basis of race, color, religion, sex, age or national origin. Contractor further agrees to comply with all federal, state and local laws regarding treatment and accommodations for individuals with disabilities.

28. **Drug Free Workplace.** Contractor certifies that it will provide a drug-free workplace and agrees to comply with the applicable requirements of the Drug-Free Workplace Act of 1988.

29. **Federal or State Funding.** In the event that the project is funded in whole or in part by Federal or State grants, Contractor agrees to abide by all applicable Federal and State laws, regulations, grant conditions and procedures.

30. **Compliance with Laws.** The City has entered into this Agreement with Contractor relying on its knowledge and expertise to provide the Services contracted for. As part of that reliance, Contractor represents that he knows and understands the relevant and applicable federal and state laws that apply to the Services provided through this contract and agrees to comply with these relevant and applicable federal and state laws.

The Contractor understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986, and the Drug Free Workplace Act of 1988.

31. **Sovereign Immunity.** Nothing contained herein shall constitute a waiver by City of its sovereign immunity or the provisions of §768.28, Florida Statutes.

32. **Public Records.** Florida has a very broad public records law and certain records concerning a contract may be considered public records. If Contractor is a “contractor” as defined in Section 119.0701(1)(a), Florida Statutes, Contractor shall:

1. Keep and maintain public records, as defined in Section 119.011(12) of the Florida Statutes, required by the City to perform the service.
2. Upon request from the City’s custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency’s custodian of

public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT THE NUMBER OR ADDRESS LISTED IN SECTION 16, ABOVE.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties, through their authorized representatives, have executed this Agreement.

RACE FORWARD

CITY OF GAINESVILLE

By:

By:

Printed Name:

Printed Name:

Title:

Title:

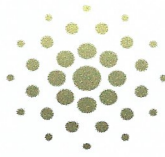
Date:

Date:

APPROVED AS TO FORM AND LEGALITY

City Attorney's Office

Exhibit A



LOCAL AND REGIONAL
**GOVERNMENT ALLIANCE ON
RACE & EQUITY**

March 23, 2020

Lee Feldman, City Manager
Teneeshia L. Marshall, Equal Opportunity Director
Bridget Lee, Diversity and Inclusion Manager
City of Gainesville
200 East University Ave
Gainesville FL 32601

Dear Mr. Feldman, Ms. Marshall, and Ms. Lee:

Thank you for your interest in working with the Government Alliance on Race and Equity (GARE). We have appreciated talking with you over the past few weeks. This letter includes background information on GARE and a proposed scope of services designed to build employee racial equity awareness and the capacity of the city's departments to proactively advance racial equity.

GARE is standing by to help the City of Gainesville embark on and sustain a racial equity effort. We have discussed a process that:

- Engages City of Gainesville department heads in an Advancing Racial Equity workshop to build their awareness and support for integrating racial equity into city operations.
- Surveys employees to identify a baseline of where staff are in their awareness of the importance for racial equity and the progress of departments in operationalizing racial equity.
- Builds and sustains a Core Equity Team to operate across departments to increase employee awareness and build support for organizational change that embraces racial equity as a desired objective for the city.
- Develops a Racial Equity Action Plan and staff expertise in using racial equity tools to assess and refine departmental processes, policies and practices so that community-level racial equity outcomes and internal departmental goals are achieved.

GARE has worked with over 150 jurisdictions in 30 states to begin embedding racial equity into local government practice. We are very familiar and experienced with providing the services desired by City of Gainesville, and we deliver them with care, expertise and full appreciation of the challenges encountered and support needed when doing organizational change.

BACKGROUND

The [Government Alliance on Race and Equity](#) (GARE) is a core project of [Race Forward](#) and the [Haas Institute for a Fair and Inclusive Society](#) at the University of California Berkeley. We are a national network of government working to achieve racial equity and advance opportunities for all. We use a three-prong approach:

150 Broadway, Suite 303
New York, NY 10038

Tel: (212) 248-2785
Fax: (212) 248-6409

www.centerforsocialinclusion.org
<http://racialequityalliance.org>

1. We are a membership organization that supports national and regional networks of jurisdictions that are at the forefront of work to achieve racial equity
2. We offer pathways for new jurisdictions to begin doing racial equity work, including contractual technical assistance and year-long learning cohorts
3. We support and build local and regional collaborations that are broadly inclusive and focused on achieving racial equity

Government has the potential to leverage significant change and set the stage for achieving racial equity in our communities. GARE is building a national movement for racial equity; we share and expand best practices, tools and resources. If government is to advance racial equity, we must recognize its legacy of having created and maintained racial inequity, explicitly from the founding of our country, and implicitly for the past half century. We work with government because achieving racial equity will not occur unless government serves as an agent for creating an inclusive multi-racial democracy.

GARE has effective approaches for building the capacity of organizations and institutions to eliminate institutional and structural racism and advance racial equity. We offer training and organizational development, either in introductory workshops, specific topics or via an extended learning curriculum.

Our workshops include:

- **Interactive and experiential components.** Adult learning styles vary. We use varied forms (including exercises and small group discussions) to share information to ensure learning objectives are met.
- **Explicit conversation and facilitation to illuminate the connection between individual, institutional and structural racism.** Our training methodology allows participants to make connections between individual experiences and the broader societal and structural ways in which race is constructed. We focus on institutional and structural strategies, as those are most effective for leveraging change.
- **Strong, expert facilitation.** Conversations about race can sometimes be difficult. We have a team of expert facilitators who not only are prepared to lead and guide conversation but to re-design activities in the moment to ensure participants' time and experience is maximized.
- **Applied learning.** Racial equity concepts can, at times, be abstract. Our workshops focus on the application of learning in the work place. *Doing* is often the best teacher.

GARE recognizes the importance of responding to unique situations. Context matters. We tailor workshops and learning activities to best meet the needs of participants and organizations. Our workshops are informed by context setting to understand how best to tailor content and exercises and interviews with key stakeholders to ensure design meets needs and expectations of participants.

What Creates Change: National Best Practice

Leadership and staff must *normalize* racial equity as a key value and have clear understanding and shared definitions, *operationalize* equity via new policies and by transforming the underlying culture of our organizations, and finally, *organize*, both internally and in partnership with other institutions and the community. The elements and actions are based on our understanding of your desired direction.

SCOPE OF WORK

Context setting

GARE recognizes that this project will benefit from additional context setting in the form of an assessment of the current level of understanding and skills of employees. We will conduct an on-line Employee Equity Assessment in the form of a staff wide survey to analyze employee understanding of racial equity and their competencies for operationalizing racial equity. The survey will take approximately 15 minutes for employees to complete and will assess employees understanding racial equity concepts, use of a racial equity tool in departmental decisions, and existence of city wide or departmental racial equity action plans. This staff wide survey will serve as baseline data for the city as it begins efforts to advance racial equity and will help to inform the customization of trainings provided to senior leadership and staff. We will also work with you to identify a set of core staff who will form a “Core Equity Team” for this project, leading efforts to operationalize racial equity in the City of Gainesville. GARE will moderate the selection process in partnership with the City.

Normalize

Normalizing conversations about race includes developing and sharing a racial equity framework as well as operating with urgency and accountability. The first level of understanding would be developed with City leadership and key staff across departments. GARE will provide three workshops, two for Gainesville leadership and another for the Equity Core Equity Team. A high-level description is as follows:

- ***Advancing Racial Equity: The Role of Government (full day workshop for Elected Leadership, two full day workshops for Department Leadership)*** – This workshop provides an orientation to the role, responsibilities and opportunities for government to advance racial equity. We focus on normalizing racial equity as a core value with clear definitions of key terminology, operationalizing racial equity via new policies and institutional practice, and organizing, both internally and in partnership with other institutions and the community. We introduce a racial equity tool that can be used in decisions relating to policies, practices, programs and budget and share effective communications strategies. Participants gain increased understanding of racial equity terminology, including implicit and explicit bias and individual, institutional, and structural racism; gain skill at identifying and addressing institutional and structural racism; and increase capacity to advance racial equity in the work place.
- ***A full day and a half for Core Equity Team*** – *In addition to what has been discussed above, GARE will provide tailored programming which is specific to the objectives and realities for Core Equity Team members. These include relationship & team building exercises, an analysis of the racial history and timeline of Gainesville, GARE’s Logic Model, and an organizational assessment – the goal of which being to create a baseline understanding of the policies, practices, and procedures of members’ positional authority which are leading to disparate outcomes for those they serve.*

Operationalize and Organize

After the initial workshops, GARE will lead four additional sessions with the Core Equity Team, thereby creating the foundations of the internal infrastructure needed to organize and share effective practice across departments. This Core Equity Team will be an early adopter by piloting the use of a racial equity tool, using data to develop and track racial equity strategies and developing racial equity action plans. The sessions will take place over the course of approximately six months with additional work and guidance (as needed) from the GARE team between sessions. The content of the sessions will again be informed by the context setting phase. The GARE curriculum will be used

to support the Core Equity Team's work, with one full day workshop and two half day workshops that integrate the following topics:

- **Using a Racial Equity Tool** – This content provides information on how to use a racial equity toolkit within policy, program and budget decision-making processes. Team members will gain skills by using the tool with their own lines of business that they would like to assess from a racial equity perspective.
- **Communicating for Racial Equity** – Communicating about race can sometimes be a challenge, but preparation and strategy make a big difference. This content provides tools for both interpersonal communication and communicating with the media and broader outside audiences.
- **Tools for Organizational Change** – This workshop provides hands-on exercises to discuss moving organizational change within government, including building organizational infrastructure across the breadth (all functions) and depth (up and down hierarchy). Content is tailored to meet participants' needs, and will include topics such as stakeholder analysis, power and politics, and tipping point theory.
- **Developing a Racial Equity Action Plan** – Introductory training is not enough; the city of Gainesville will want to put ideas and understanding into action, including and strategies that are designed to advance racial equity.

To ensure that lessons from the Core Equity Team's work are shared broadly across the city, GARE will work with the team to design and facilitate a broader internally focused information-sharing session at the end of the contract period. This half-day session will feature the work of the Gainesville Core Equity Team and supported by GARE work happening across the region.

GARE will also provide support to the Core Equity Team and other key staff in further normalizing conversations about race across the organization and support staff in building their skills and awareness in racial equity concepts. This will be done with one half day workshop and one full day workshop on the following topics:

- **Advancing Racial Equity: The Role of Government (half day workshop for non Core Equity Team members)** – This workshop provides an orientation to the role, responsibilities and opportunities for government to advance racial equity. We focus on normalizing racial equity as a core value with clear definitions of key terminology, operationalizing racial equity via new policies and institutional practice, and organizing, both internally and in partnership with other institutions and the community. We introduce a racial equity tool that can be used in decisions relating to policies, practices, programs and budget and share effective communications strategies. Participants gain increased understanding of racial equity terminology, including implicit and explicit bias and individual, institutional, and structural racism; gain skill at identifying and addressing institutional and structural racism; and increase capacity to advance racial equity in the work place.
- **Building Racial Equity Expertise: Train-the-Trainer (full day)** – Learn racial equity facilitation and training skills that will support transformational change within institutions. This workshop includes an introductory 4-hour curriculum that you can use in your own organization, as well as specific exercises, and strategies for dealing with challenging situations. You will develop skills to take difficult conversations about race, and equity to a deeper level and develop strategies for working through challenging situations.

Exhibit B

The total cost and timeline for Gainesville’s work with GARE is \$127,868 (summary below).

Activity/Deliverable	Total cost
1. Context Setting- One Day in Person a. 2 hour introductory in person planning meeting and b. Presentations to senior leadership including Q&A	\$3,560
2. Employee Equity Survey a. All employee survey (see additional document) b. Review of survey results and strategy integration with Regional Manager c. Baseline member level services 3. Deliverable – 3-5-page Executive Summary with appendix of tabulated data tables.	Complimentary with membership. Additional services available with fee.
4. Elected Leadership: a. Normalizing: One full-day full-day workshops on Advancing Racial Equity-The Role of Government for senior leaders and department directors b. Deliverable – participant packet and PowerPoint from workshops	\$12,000
5. Senior and Department Leadership Normalizing: Two full-day workshops on Advancing Racial Equity-The Role of Government for senior leaders and department directors Deliverable – participant packet and PowerPoint from workshops	\$24,000
6. Core Equity Team a. Normalizing: Day and a half workshop on Advancing Racial Equity-The Role of Government b. Operationalizing / Organizing: Three full day workshops-Using a Racial Equity Tool(2 days) and one full day emergent workshop (1 day); and One half-day workshop- Prep for Cumulative Summary Symposium Deliverable – participant packet and PowerPoint from workshops	\$60,000
7. Technical assistance/coaching and support for Core Equity Team members and as well as guidance on homework assignments – 20 hours Deliverable – Written Feedback for Homework/Racial Equity Action Plan	\$5,600
8. Cumulative summary symposium to share the results of the project with leadership and other key stakeholders	\$6,000

Deliverables – participant packet and PowerPoint from symposium, final report with highlights and recommendations from the project	
9. Train-the-Trainer: a. One half-day Advancing Racial Equity Workshop for non-Core Equity Team members b. One full-day Train-the-trainer workshop for Core Equity Team members and other staff who will assist with the delivery of training for employees Deliverable – participant packet and PowerPoint from workshop	\$18,000
Sub-total	\$129,160
Administration (10%)	\$12,916
Sub-total	\$142,076
GARE Discount 10%	\$14,208
Total	\$127,868

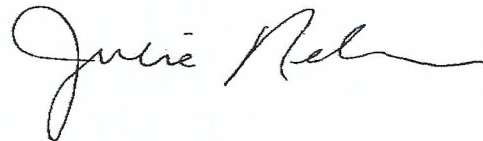
This project will support the creation of deeper shared understanding among leadership, a Racial Equity Action Plan and greater staff capacity for implementation of racial equity across key departments. Our approach incorporates proven practices and replicates success, changing the norm of what is expected and possible from government.

We have appreciated your leadership, and are excited about the possibility of moving this work forward. Please contact Juan Serrano jserrano@raceforward.org or (504) 919-7690 with questions or to discuss next steps.

Sincerely yours,



Glenn Harris, President
Race Forward



Julie Nelson, Senior Vice President
Race Forward
Government Alliance on Race and Equity
Co-Director