

PROFESSIONAL SERVICES AGREEMENT

This **PROFESSIONAL SERVICES AGREEMENT** (“Agreement”) is made and entered into by and between the **City of Lake Worth Beach** (the “City”), through its duly authorized City Manager, and **National League of Cities** (“Consultant”). City and Consultant are each individually referred to herein as a “party” and collectively referred to as the “parties.” The term “Consultant” shall include the Consultant, its officers, agents, employees, representatives, contractors or subcontractors. The term “City” shall include its officers, employees, agents, and representatives.

CONTRACT DOCUMENTS:

The Contract documents shall include the following:

1. This Agreement for Professional Services
2. Exhibit A – Scope of Work plus any Amendments to the Scope of Work
3. Exhibit B – Payment Schedule
4. Exhibit C – Signature Verification Form

Exhibits A, B and C, which are attached hereto and incorporated herein, are made a part of this Agreement for all purposes. In the event of any conflict between the terms and conditions of Exhibits A, B or C and the terms and conditions set forth in the body of this Agreement, the terms and conditions of this Agreement shall control.

1. SCOPE OF SERVICES.

Consultant hereby agrees, with good faith and due diligence, to provide the City with professional services described in the Scope of Work, which is attached hereto as **Exhibit “A”** and incorporated herein for all purposes, and further referred to herein as the “Services.” Consultant shall perform the Services in accordance with standards in the industry for the same or similar services. In addition, Consultant shall perform the Services in accordance with all applicable federal, state, and local laws, rules, and regulations.

2. TERM.

This Agreement shall commence on [September 15, 2020], (“Effective Date”) and shall expire no later than [June 15, 2021] (“Expiration Date”), unless terminated earlier in accordance with the provisions of this Agreement or otherwise extended in writing by the parties.

3. COMPENSATION.

3.1 The City shall pay Consultant an amount **not to exceed \$21,780.00** in accordance with the provisions of this Agreement and **Exhibit "B,"** Payment Schedule, which is attached hereto and incorporated herein for all purposes. Consultant shall not perform any additional services for the City not specified by this Agreement unless the City requests and approves in writing the additional costs for such services. The City shall not be liable for any additional expenses of Consultant not specified by this Agreement unless the City first approves such expenses in writing.

3.2 The Consultant shall submit an itemized invoice to the City consistent with the Payment Schedule (Exhibit "B") for the Services under this Agreement. The Consultant shall be paid by the City within thirty (30) days of receipt of an approved invoice. If the City disputes any invoice or part of an invoice, City shall notify the Consultant within a reasonable time after receipt of the invoice. The City reserves the right to off-set, reduce or withhold any payment to the Consultant until the dispute is resolved.

4. TERMINATION.

4.1. Written Notice.

Either the City or Consultant may terminate this Agreement at any time and for any reason by providing the other party with 30 days written notice of termination.

4.2 Breach.

If either party commits a material breach of this Agreement, the non-breaching Party must give written notice to the breaching party that describes the breach in reasonable detail. The breaching party must cure the breach ten (10) calendar days after receipt of notice from the non-breaching party, or other time frame as agreed to by the parties. If the breaching party fails to cure the breach within the stated period of time, the non-breaching party may, in its sole discretion, and without prejudice to any other right under this Agreement, law, or equity, immediately terminate this Agreement by giving written notice to the breaching party.

4.3 Duties and Obligations of the Parties.

In the event that this Agreement is terminated prior to the Expiration Date, the City shall pay Consultant for Services actually rendered up to the effective date of termination and Consultant shall continue to provide the City with Services requested by the City and in accordance with this Agreement up to the effective date of termination (unless otherwise

agreed by the Parties). Upon termination of this Agreement for any reason, Consultant shall provide the City with copies of all completed or partially completed documents prepared under this Agreement. In the event Consultant has received access to City information or data as a requirement to perform Services hereunder, Consultant shall return all City provided data to the City in a machine readable format or other format deemed acceptable to the City.

5. DISCLOSURE OF CONFLICTS AND CONFIDENTIAL INFORMATION.

5.1 Disclosure of Conflicts.

Consultant hereby warrants to the City that Consultant has made full disclosure in writing of any existing or potential conflicts of interest related to Consultant's Services under this Agreement. In the event that any conflicts of interest arise after the Effective Date of this Agreement, Consultant hereby agrees immediately to make full disclosure to the City in writing.

5.2 Confidential Information.

The City acknowledges that Consultant may use products, materials, or methodologies proprietary to Consultant. The City agrees that Consultant's provision of Services under this Agreement shall not be grounds for the City to have or obtain any rights in such proprietary products, materials, or methodologies unless the parties have executed a separate written agreement with respect thereto. Consultant, for itself and its officers, agents and employees, agrees that it shall treat all information provided to it by the City ("City Information") as confidential and shall not disclose any such information to a third party without the prior written approval of the City.

6. RIGHT TO AUDIT.

Consultant agrees that the City shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records of the Consultant involving transactions relating to this Agreement at no additional cost to the City. Consultant agrees that the City shall have access during normal working hours to all necessary Consultant facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The City shall give Consultant not less than 10 days written notice of any intended audits.

Consultant further agrees to include in all its subcontractor agreements hereunder (if applicable and approved by the City) a provision to the effect that the subcontractor agrees that the City shall, until expiration of three (3) years after final payment of the subcontract, have access to and the right to examine at reasonable times any directly pertinent books,

documents, papers and records of such subcontractor involving transactions related to the subcontract, and further that City shall have access during normal working hours to all subcontractor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this paragraph. City shall give subcontractor not less than 10 days written notice of any intended audits.

7. INDEPENDENT CONTRACTOR.

It is expressly understood and agreed that Consultant shall operate as an independent contractor as to all rights and privileges granted herein, and not as agent, representative or employee of the City. Subject to and in accordance with the conditions and provisions of this Agreement, Consultant shall have the exclusive right to control the details of its operations and activities and be solely responsible for the acts and omissions of its officers, agents, servants, employees, contractors and subcontractors. Consultant acknowledges that the doctrine of *respondeat superior* shall not apply as between the City, its officers, agents, servants and employees, and Consultant, its officers, agents, employees, servants, contractors and subcontractors. Consultant further agrees that nothing herein shall be construed as the creation of a partnership or joint enterprise between City and Consultant. It is further understood that the City shall in no way be considered a Co-employer or a Joint employer of Consultant or any officers, agents, servants, employees or subcontractors of Consultant. Neither Consultant, nor any officers, agents, servants, employees or subcontractors of Consultant shall be entitled to any employment benefits from the City. Consultant shall be responsible and liable for any and all payment and reporting of taxes on behalf of itself, and any of its officers, agents, servants, employees or subcontractors.

8. LIABILITY, INDEMNIFICATION, AND INSURANCE

8.1 Liability

Consultant shall be liable and responsible for any and all property loss, property damage and/or personal injury, including death, to any and all persons, of any kind or character, whether real or asserted, to the extent caused by the negligent act(s) or omission(s), malfeasance or intentional misconduct of consultant, its officers, agents, servants or employees.

8.2 General Indemnification

Consultant hereby covenants and agrees to indemnify, hold harmless and defend the City, its officers, agents, servants and employees, from and against any and all claims or lawsuits of any kind or character, whether real or asserted, for either property damage or loss (including alleged damage or loss to Consultant's business, and any resulting lost profits) personal injury, including death, to any and all persons, and damages for claims of intellectual property

infringement, arising out of or in connection with this Agreement, to the extent caused by the acts or omissions of consultant, its officers, agents, subcontractors, servants or employees.

8.3 Intellectual Property Indemnification

Consultant agrees to defend, settle, or pay, at its own cost and expense, any claim or action against City for infringement of any patent, copyright, trademark, trade secret, or similar property right arising from City's use of documentation in accordance with this Agreement, it being understood that this agreement to defend, settle or pay shall not apply if City modifies or misuses the documentation. So long as Consultant bears the cost and expense of payment for claims or actions against City pursuant to this section, Consultant shall have the right to conduct the defense of any such claim or action and all negotiations for its settlement or compromise and to settle or compromise any such claim; however, City shall have the right to fully participate in any and all such settlement, negotiations, or lawsuit as necessary to protect City's interest, and City agrees to cooperate with Consultant in doing so.

In the event City, for whatever reason, assumes the responsibility for payment of costs and expenses for any claim or action brought against City for infringement arising under this Agreement, City shall have the sole right to conduct the defense of any such claim or action and all negotiations for its settlement or compromise and to settle or compromise any such claim; however, Consultant shall fully participate and cooperate with City in defense of such claim or action. City agrees to give Consultant timely written notice of any such claim or action, with copies of all papers City may receive relating thereto.

Notwithstanding the foregoing, City's assumption of payment of costs or expenses shall not eliminate Consultant's duty to indemnify City under this Agreement. If the documentation or any part thereof is held to infringe and the use thereof is enjoined or restrained or, if as a result of a settlement or compromise, such use is materially adversely restricted, Consultant shall, at its own expense and as City's sole remedy, either:

- (a) procure for City the right to continue to use the documentation; or
- (b) modify the documentation to make it non-infringing, provided that such modification does not materially adversely affect City's authorized use of the documentation; or
- (c) replace the documentation with equally suitable, compatible, and functionally equivalent non-infringing documentation at no additional charge to City; or
- (d) if none of the foregoing alternatives is reasonably available to Consultant, terminate this Agreement, and refund all amounts paid to Consultant by City, subsequent to which termination City may seek any and all remedies available to City under law.

8.4 INSURANCE.

The Consultant shall maintain, during the term of this Agreement, commercial general liability, including contractual liability insurance in the amount of \$1,000,000 per occurrence (\$2,000,000 aggregate) to protect the Consultant from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any Services provided under this Agreement, whether such Services are by the Consultant or any or by anyone directly employed by or contracting with the Consultant. If any Services are to be provided at the City's facilities (i.e., not virtually), the Consultant shall name the City as an "additional insured" on its commercial general liability, including contractual liability insurance, on a primary, non-contributing basis. If the Consultant utilizes any subcontractors, each subcontractor is required to maintain the same level and type of insurance as the Consultant.

9. ASSIGNMENT AND SUBCONTRACTING.

9.1 Assignment.

Consultant shall not assign or subcontract any of its duties, obligations or rights under this Agreement without the prior written consent of the City. If the City grants consent to an assignment, the assignee shall execute a written agreement with the City and the Consultant under which the assignee agrees to be bound by the duties and obligations of Consultant under this Agreement. The Consultant and Assignee shall be jointly liable for all obligations under this Agreement prior to the effective date of the assignment.

9.2 Subcontract.

If the City grants consent to a subcontract, the subcontractor shall execute a written agreement with the Consultant referencing this Agreement under which the subcontractor shall agree to be bound by the duties and obligations of the Consultant under this Agreement as such duties and obligations may apply. The Consultant shall provide the City with a fully executed copy of any such subcontract.

10. COMPLIANCE WITH LAWS, ORDINANCES, RULES AND REGULATIONS.

Consultant agrees that in the performance of its obligations hereunder, it shall comply with all applicable federal, state and local laws, ordinances, rules and regulations and that any work it produces in connection with this Agreement will also comply with all applicable federal, state and local laws, ordinances, rules and regulations. If City notifies Consultant of any violation of such laws, ordinances, rules or regulations, Consultant shall immediately desist from and correct the violation.

11. NON-DISCRIMINATION COVENANT.

Consultant, for itself, its personal representatives, assigns, subcontractors and successors in interest, as part of the consideration herein, agrees that in the performance of Consultant’s Services, duties and obligations hereunder, it shall not discriminate in the treatment or employment of any individual or group of individuals on any basis prohibited by law. If any claim arises from an alleged violation of this non-discrimination covenant by Consultant, its personal representatives, assigns, subcontractors or successors in interest, Consultant agrees to assume such liability and to indemnify and defend the City and hold the City harmless from such claim.

12. NOTICES.

Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (1) hand-delivered to the other party, its agents, employees, servants or representatives, (2) delivered by overnight, national carrier, or (3) received by the other party by United States Mail, registered, return receipt requested, addressed as follows:

<p>To CITY:</p> <p>City of Lake Worth Beach Michael Bornstein City Manager 7 North Dixie Highway Lake Worth Beach, FL 33460</p>	<p>To CONSULTANT:</p> <p>Leon Andrews Director, Race, Equity And Leadership (REAL) National League of Cities 660 North Capitol Street, NW Suite 450 Washington, DC 20001</p>
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13. SOLICITATION OF EMPLOYEES.

Neither City nor Consultant shall, during the term of this Agreement and additionally for a period of one year after its termination, solicit for employment or employ, whether as employee or independent contractor, any person who is or has been employed by the other during the term of this Agreement, without the prior written consent of the person’s employer. Notwithstanding the foregoing, this provision shall not apply to an employee of either party who responds to a general solicitation of advertisement of employment by either party.

14. Governmental Powers.

It is understood and agreed that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or rights to sovereign immunity.

15. No Waiver.

The failure of the City or Consultant to insist upon the performance of any term or provision of this Agreement or to exercise any right granted herein shall not constitute a waiver of the City's or Consultant's respective right to insist upon appropriate performance or to assert any such right on any future occasion.

16. Governing Law and Venue.

This Agreement shall be construed in accordance with the laws of the State of Florida. If any action, whether real or asserted, at law or in equity, is brought on the basis of this Agreement, venue for such action shall lie in state courts located in Palm Beach County, Florida.

17. Severability.

If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

18. Force Majeure.

The City and Consultant shall exercise their best efforts to meet their respective duties and obligations as set forth in this Agreement, but shall not be held liable for any delay or omission in performance due to force majeure or other causes beyond their reasonable control (force majeure), including, but not limited to, compliance with any government law, ordinance or regulation, acts of God, acts of the public enemy, fires, strikes, lockouts, natural disasters, wars, riots, material or labor restrictions by any governmental authority, transportation problems and/or any other similar causes.

19. Headings Not Controlling.

Headings and titles used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

20. Review of Counsel.

The parties acknowledge that each party and its counsel have reviewed this Agreement and that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or exhibits hereto.

21. Amendments/Modifications/Extensions.

No amendment, modification, or extension of this Agreement shall be binding upon a party hereto unless such amendment is set forth in a written instrument, and duly executed by an authorized representative of each party.

22. Entirety of Agreement.

This Agreement, including any exhibits attached hereto and any documents incorporated herein by reference, contains the entire understanding and agreement between the City and Consultant, their assigns and successors in interest, as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent it conflicts with any provision of this Agreement.

23. Warranty of Services.

Consultant warrants that its Services will be of a professional quality and conform to generally prevailing industry standards. City must give written notice of any breach of this warranty within thirty (30) days from the date that the Services are completed. In such event, at Consultant's option, Consultant shall either (a) use commercially reasonable efforts to re-perform the Services in a manner that conforms with the warranty, or (b) refund the fees paid by the City to Consultant for the nonconforming Services.

26. Ownership of Work Product.

City shall be the sole and exclusive owner of all reports, work papers, procedures, guides, and documentation, created, published, displayed, and/or produced in conjunction with the services provided under this Agreement (collectively, "Work Product"). Further, City shall be the sole and exclusive owner of all copyright, patent, trademark, trade secret and other proprietary rights in and to the Work Product. Ownership of the Work Product shall inure to the benefit of City from the date of conception, creation or fixation of the Work Product in a tangible medium of expression (whichever occurs first). Each copyrightable aspect of the Work Product shall be considered a "work-made-for-hire" within the meaning of the Copyright Act of 1976, as amended. If and to the extent such Work Product, or any part thereof, is not considered a "work-made-for-hire" within the meaning of the Copyright Act of 1976, as amended, Consultant hereby expressly assigns to City all exclusive right, title and interest in and to the Work Product, and all copies thereof, and in and to the copyright, patent, trademark, trade secret, and all other proprietary rights therein, that City may have or obtain, without further consideration, free from any claim, lien for balance due, or rights of retention thereto on the part of City.

27. Signature Authority.

The person signing this Agreement hereby warrants that he/she has the legal authority to execute this Agreement on behalf of the respective party, and that such binding authority has been granted by proper order, resolution, ordinance or other authorization of the entity. This Agreement, and any amendment(s) hereto, may be executed by any authorized representative of Consultant whose name, title and signature is affixed on the Verification of Signature Authority Form, which is attached hereto as **Exhibit "C"** and incorporate herein by reference. Each party is fully entitled to rely on these warranties and representations in entering into this Agreement or any amendment hereto.

28. Survival of Provisions.

The parties' duties and obligations pursuant to Section 4.4 (Duties and Obligations), 5 (Disclosure of Conflicts and Confidential Information), Section 6 (Right to Audit), and Section 8 (Liability and Indemnification) shall survive termination or expiration of this Agreement.

29. Counterparts.

This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same document. Each party may sign this Agreement digitally.

30. Waiver of Trial by Jury.

TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

31. Public Entity Crimes.

The Consultant acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. The Consultant will advise the City immediately if it becomes aware of any violation of this statute.

32. Palm Beach County Inspector General.

In accordance with Palm Beach County ordinance number 2011-009, the Consultant acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General.

33. Public Records.

The Consultant shall comply with Florida's Public Records Laws, Chapter 119, Florida Statutes, and, if it is acting on behalf of the City as provided under section 119.011(2), the Consultant specifically agrees to:

- (a) Keep and maintain public records required by the City to perform the services under this Agreement.
- (b) Upon request from the City's custodian of public records, provide the City 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 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that said 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 Agreement term and following completion of the Agreement, if the Consultant does not transfer the records to the City.
- (d) Upon the completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Consultant or keep and maintain public records required by the City to perform the services. If the Consultant transfers all public records to the City upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 586-1660, DANDREA@LAKEWORTHBEACHFL.GOV, OR 7 NORTH DIXIE HIGHWAY, LAKE WORTH BEACH, FLORIDA 33460.

34. Scrutinized Companies.

Consultant certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the City may immediately terminate this Agreement at its sole option if the Consultant or any of its subcontractors are found to have submitted a false certification; or if the Consultant or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.

(signature page follows)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this

ACCEPTED AND AGREED:


<p>CITY OF LAKE WORTH BEACH:</p> <p>By: _____ Michael Bornstein City Manager City of Lake Worth Beach 7 North Dixie Highway Lake Worth Beach, FL 33460</p> <p>Date: _____</p> <p>ATTEST:</p> <p>By: _____ Deborah M. Andrea, City Clerk</p> <p>Approved as to form and legal sufficiency: By: _____ Glen J. Torcivia, City Attorney</p> <p>Approved as to financial sufficiency:</p> <p>By: _____ Bruce T. Miller, Financial Services Director</p>	<p>CONSULTANT:</p> <p>By: _____  Seantae Byers Title: Senior Executive and Director, Member and Partner Engagement National League of Cities</p> <p>Date: <u>8/25/2020</u></p> <p>ATTEST:</p> <p>By: _____</p> <p>Title: _____</p>
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Exhibit A – Scope of Work

Background

REAL's mission is to strengthen local government leaders' knowledge and capacity to eliminate racial disparities, heal racial divisions, and build more equitable communities. REAL does this through several intervention channels and support systems with the understanding that local government leaders may not know where or how to start. REAL has three strategic areas to support cities:

1. Provide **Training & Technical Assistance** that builds the capacity of local government leaders to identify racial disparities and effectively challenge and address issues through policy and practice.
2. Offer **Network Building** opportunities that promote peer-to-peer learning and showcase local government leaders who are advancing efforts through REAL.
3. Establish a **Field of Practice** that leverages new and existing partnerships, and shares knowledge and resources across cities that promote innovative solutions to racial equity challenges in local government.

All of 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 are prepared to lead and guide conversation and to re-design activities in the moment to ensure participants' time and experience is maximized.
- **Applying 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.

REAL 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. All of our workshops are informed by:

- Context setting to understand how best to tailor content and exercises
- Background research to ensure content is relevant and focused on connections between institutional and structural change
- Interviews with a selection of participants to ensure design meets needs and expectations of participants

We understand that Lake Worth Beach is ready to move forward to integrate equity as a value that is put into action. 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, deliverables, and actions are based on our understanding of your desired direction for an initial scope of services, with specific attention to the leadership, staff, and elected officials. We are strong believers in co-design; if any of our proposed options is either more, or less extensive than your desired direction, we would welcome the opportunity to adjust our scope to meet the scale of your expectations. If you have any questions, please do not hesitate to contact me or Rita Soler Ossolinski at ossolinski@nlc.org.

SCOPE OF SERVICES

The REAL team brings a wealth of substantial relevant experience and expertise, including leadership engagement; implementation of a comprehensive racial equity process; analysis of city infrastructures for advancing racial equity; training; and access to racial equity and racial healing experts and resources.

We describe here the key contributions REAL will make to support the racial equity work in Lake Worth Beach.

Initial Consultation

NLC REAL will schedule a three-hour virtual meeting with Lake Worth Beach leadership team. The meeting will be an opportunity to review and clarify expectations for the city's commitment to advancing racial equity.

Design and Conduct Assessment

REAL offers a range of assessment opportunities for cities to establish an understanding of the context for action that is essential for building an effective institutional transformation strategy. While this proposal does not include any assessment options, REAL looks forward to exploring the value and possibility of assessment work in future phases.

Racial Equity Training

REAL offers a four-part training series on racial equity. For this proposal, REAL will design an initial training, referred to as REAL 101. The session will be subject to modification based on new learning or developments from conversations with the leadership team.

The overall training series is designed around four key objectives:

1. Understand promising practices in local government to advance racial equity
2. Develop a shared understanding and common definitions for advancing racial equity
3. Identify opportunities to use a racial equity tool and data to drive results
4. Build an internal infrastructure for racial equity that includes opportunities to partner with the community

REAL 101: Understanding Racial Equity in Local Government

This session provides an introductory overview for city leaders on the history of institutional and structural racism in America. This training will equip leaders with a shared language for racial equity, examine existing racial disparities in the city and its implication for advancing racial equity. REAL 101 introduces important concepts and tools for organizing and operationalizing racial equity.

***Key learning topics:** equity versus equality, implicit and explicit bias, individual and institutional bias, levels of racism, racial equity tools, disaggregating data, community engagement strategies*

Plan and Host a Community Conversation Series

The REAL team will engage city and community leaders in a series of healthy and authentic conversations on race and draw conclusions from these conversations in order to make appropriate recommendations to City Council.

The REAL team will design, develop and organize a replicable approach/model for engaging a catalytic segment of Lake Worth Beach neighbors to embody in attitude and action the identified culture traits that promote equity, inclusion, racial healing and relational trust.

Meetings will be organized to facilitate healthy community conversations by employing effective practices that cultivate both deep appreciation and understanding of the values of hospitality, respect, inclusion, justice and dignity and advancing equity in education, jobs, and economic development. This approach will also reflect intent for significant collaboration and appropriate integration or alignment with kindred initiatives in Lake Worth Beach and other existing community-driven efforts.

The Community Conversations will also incorporate opportunities for participants to review, understand and reflect on local disparities in human outcomes as measured by city data. In reviewing Lake Worth Beach's data disaggregated by race, participants will begin to understand trends and disparities in the city that have differential impacts by race. These conversations will also develop opportunities to engage with community members regarding their own understanding and insights of the data and the root causes of these disparities that will inform the data analysis efforts.

The number of hosting/convening organizations & structure of the series (1-2-3) of Community Conversations will be appropriately scaled to fit "capacity" and to ensure quality of process and outcomes, transparency and the optimal experience of all participants. A host organization is one who convenes the community conversations at their facility. A convening organization provides support, leadership for a community conversation convened at a public or more central facility.

Community conversations with community leaders:

Anticipated areas to include but not limited to are:

1. **Narrative Change**- examining how to create and distribute new narratives in communications, digital and social media, monuments and parks and in the way we communicate that can influence people's perspectives, perceptions and behaviors about and toward one another.

2. **Racial Healing and Relationship Building-** focusing on ways for all of us to heal from the wounds of the past, to build mutually respectful relationships across racial and ethnic lines that honor and value each person's humanity, and to build trusting intergenerational and diverse community relationships that better reflect our common humanity.
3. **Segregation/Separation-** examining and finding ways to address segregation, colonization and concentrated poverty in neighborhoods to ultimately ensure equitable access to health, education and jobs.
4. **Local Economy:** studying structured inequality and barriers to economic opportunities and recommending approaches that can create an equitable society.

Debrief on Capacity Building

Normalizing conversations about race includes developing and sharing a racial equity framework as well as operating with urgency and accountability. REAL will debrief with the leadership team and make recommendations for developing an Interdepartmental Racial Equity Team drawn from across all departments that will sustain the engagement and build leadership that can facilitate greater commitment to advancing racial equity throughout the jurisdiction. The training that REAL offers is more effective when it is balanced with technical assistance and the capacity building of the leadership team and the Interdepartmental Racial Equity Team that is created and responsible for ensuring the sustainability of the city's commitment to advancing racial equity.

Ongoing Racial Equity Consultation

In addition to the debrief and recommendations for establishing an Interdepartmental Racial Equity Team to sustain the racial equity work, REAL will offer consultation on ways to develop a shared analysis of how work within the city should proceed. There are four assessments that the Racial Equity Team can consider:

Survey of Staff.

Key to program design and implementation is the collection of data from a broad cross-section of jurisdiction employees to understand perspectives on racial equity, areas of momentum upon which new work can be built, and places where challenges need be addressed. REAL will work with Lake Worth Beach leadership and staff to review, refine, and customize any instruments (i.e., surveys) used in collecting data. The initial survey process is often foundational, allowing for bi-annual redelivery of the instrument to track progress over time.

Institutional Assessment.

As part of the training process, the city team is provided with an assessment continuum that can be used to chart the progress toward creating an equitable workplace. The continuum is employed during the training cycle.

Stakeholder Mapping.

REAL works closely with local community partners to assess, design, and develop an approach for engaging a catalytic segment of community leaders to embody in attitude and action the traits that promote racial equity and racial healing. The approach will reflect an intent for significant collaboration and appropriate

integration or alignment with kindred initiatives that may already exist in the school districts, faith institutions, business sector, or community organizations.

Data Governance.

An initial assessment will be provided that examines what data across agencies is collected and disaggregated by race and ethnicity. Analysis will be provided on the available disaggregated data to identify potential patterns disparities. Recommendations will also be offered for improvements to infrastructure and processes to support disaggregation of data by race and ethnicity, including potential framing questions for discussion with city department leaders.

In addition, REAL can identify opportunities for the Racial Equity Team to design a more robust training series that includes a “train the trainer” option. The summary of what the additional trainings and key learning topics could include is provided below.

REAL 201: Advancing Racial Equity in Local Government

This session will explore the implications and impacts of institutional and structural racism for the city. City leaders will spend a significant amount of time learning about how to use a racial equity tool as they explore structural changes to daily operations, budgeting, communications, community engagement and decision-making.

Key learning topics: *institutional and structural racism, racial equity tools, racial equity goals, community engagement strategies, head versus heart strategies, inside versus outside strategies, communication tools for talking about race*

- **Using a Racial Equity Tool** – Instruction and practice on how to use a racial equity toolkit within policy, program, and budget decision-making processes. Participants 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 training provides tools for both interpersonal communication and communicating with the media and broader outside audiences.

REAL 301 & 302: Taking an Operational Approach to Advancing Racial Equity

This final two sessions will be an opportunity for city leaders to review the subject matter identified from the past session and current issues shared during the sessions. City leaders will learn and apply the racial equity tool to these priorities and determine an approach for advancing racial equity in the city that aligns with the taskforce and could include the development a racial equity plan.

Key learning topics: *Racial equity tools, racial equity goals, racial equity plan, case studies*

- **Developing a Racial Equity Action Plan** – Developing a Racial Equity Action Plan entails putting ideas and understanding into action, including building organizational infrastructure across the breadth (all functions) and depth (up and down hierarchy), using a Racial Equity Tool, and developing and implementing strategies.
- **Tools for Organizational Change** – This workshop provides hands-on exercises to discuss moving organizational change within government. Content is tailored to meet participants’ needs, and includes stakeholder analysis, power and politics, and tipping point theory.

COST PROPOSAL

The table below is a pricing framework. The package was priced and discounted because Lake Worth Beach is a member city of the National League of Cities. Below is an estimated budget for the proposed work.

	Annual cost
1. Initial Consultation. (Virtual meeting)	\$0
2. Training. One-day REAL 101 (6 hours; virtual training - 3 sessions)	\$11,500
3. Community Conversations. Facilitate a three-part community conversations virtual series.	\$7,500
4. Debrief on Capacity Building. Support of Core Team in Developing Racial Equity Action Plan.	\$1,500
5. Ongoing Consultation. 5 hours of technical assistance @\$300 per hour	\$1,500
Sub-total	\$22,000
Admin (10%)	\$2,200
Subtotal	\$24,200
NLC membership discount	\$2,420
Grand Total	\$21,780

Exhibit B – Payment Schedule

DELIVERABLE	COST
Initial Consultation	\$ 0
Training	\$11,500
Community Conversations	\$7,500
Debrief on Capacity Building	\$1,500
Ongoing Consultation	\$1,500
Sub-total	\$22,000
Admin (10%)	\$2,200
Sub-total	\$24,200
NLC membership discount	\$2,420
TOTAL	\$21,780.00
PAYMENT SCHEDULE	
Upon contract approval	\$10, 890.00
Upon contract completion	\$10,890.00
TOTAL	\$21,780.00

Exhibit C – Signature Verification Form

VERIFICATION OF SIGNATURE AUTHORITY

Consultant hereby agrees to provide City with independent audit basic financial statements, but also the fair presentation of the financial statements of individual funds.

Execution of this **Signature Verification Form** ("Form") hereby certifies that the following individuals and/or positions have the authority to legally bind Consultant and to execute any agreement, amendment or change order on behalf of Consultant. Such binding authority has been granted by proper order, resolution, ordinance or other authorization of Consultant. City is fully entitled to rely on the warranty and representation set forth in this Form in entering into any agreement or amendment with Consultant. Consultant will submit an updated Form within ten (10) business days if there are any changes to the signatory authority. City is entitled to rely on any current executed Form until it receives a revised Form that has been properly executed by consultant.

1. Name: *Seantae Byers*
 Position: *Sr. Exec. Member & Partner Engagement*

[Handwritten Signature]

 Signature

2. Name:
 Position:

 Signature

3. Name:
 Position:

 Signature

Name:

 Signature of President / CEO

Other Title: _____

Date: _____