



Special Meeting of the Richmond Fund for Children and Youth Oversight Board of the City of Richmond

Monday, September 18, 2023 | 6:00 PM

- A.** Call to Order and Roll Call
- B.** Agenda Review and Modifications
- C.** Report from the Department
- D.** Public Forum
- E.** Consent Calendar:
 - E-1.** APPROVE the minutes of the June 5, 2023, meeting of the Richmond Fund for Children & Youth Oversight Board
- F.** Oversight Board as a Whole
 - F-1.** RECEIVE an introductory presentation from WestEd and LISTEN to an update on the RFCY evaluation process.
 - F-2.** RECEIVE an update on hiring a consultant to facilitate the Community Needs Assessment and Strategic Investment Plan.
 - F-3.** DISCUSS and APPROVE a logo for the Richmond Fund for Children & Youth.
- G.** Adjournment

MEETING INFORMATION

Oversight Board

Members

Diego Castro Curry
Khaliaghya Dandie-Evans
Guadalupe Enllana
Teyona Galloway
Carol Hegstrom
Zeonta Johnson
Katherine Lee
Madiha Qader
Stephanie Sequeira

Staff Liaisons

Patrick Seals
Guadalupe Morales
Nicholas Delgado
Abdul Black

Director

LaShonda White

How to participate in Public Forum and/or speak on an agenda item in the meeting:

Public Comment via Email:

Comments can be submitted via email to youth@ci.richmond.ca.us. All comments received by 3:30 p.m. on the day of the scheduled meeting, will be provided to the Oversight Board during Public Forum or their respective agenda item, be considered a public record, and be considered before Oversight Board action. Email must contain in the subject line: **public comments – not on the agenda** or **public comments – agenda item #**. All public comments will be available after the meeting as supplemental materials and will be posted as an attachment to the meeting minutes when the minutes are posted.

Speaker Registration – Public Forum: Anyone who wishes to address the Oversight Board on a topic that is not on the agenda and is relevant to the Oversight Board's purpose may file a Speaker's Request Form with Department staff PRIOR to commencement of the Public Forum portion of the meeting and will be called to address the Oversight Board during the Public Forum. The amount of time allotted to individual speakers shall be a maximum of two (2) minutes. If there are several speakers, the amount of time allowed may be modified at the Co-Chairs' discretion.

Speaker Registration – Public Comment on Agenda Items: Persons wishing to comment on an item on the agenda shall file a Speaker's Request form with Department staff PRIOR to the Oversight Board's consideration of the item. Once the agenda item is announced and discussion of the agenda item begins, only those persons who have previously submitted Speaker Request Forms shall be permitted to comment on the item. Speakers will be called to address the Oversight Board when the item is announced for discussion. Each speaker will be allowed two (2) minutes to address the Oversight Board on the item(s) for which the speaker is registered.

MEETING INFORMATION

Oversight Board members

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Khaliaghya Dandie-Evans
Guadalupe Enllana
Teyona Galloway
Carol Hegstrom
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Conduct at Meetings: Oversight Board meetings are limited public forums during which the City strives to provide an open, safe atmosphere and promote robust public debate. Members of the public, however, must comply with state law, as well as the City's laws and procedures and may not actually disrupt the orderly conduct of these meetings. The public, for example, may not shout or use amplifying devices, must submit comment cards and speak during their allotted time in order to provide public comment, may not create a physical disturbance, may not speak on matters unrelated to issues within the jurisdiction of the Oversight Board or the agenda item at hand, and may not cause immediate threats to public safety.

Accessibility for Individuals with Disabilities

Upon request, the City will provide for written agenda materials in appropriate alternative formats, or disability-related modification or accommodation, including auxiliary aids or services and sign language interpreters, to enable individuals with disabilities to participate in and provide comments at/related to public meetings. Please submit a request, including your name, phone number and/or email address, and a description of the modification, accommodation, auxiliary aid, service or alternative format requested at least two days before the meeting. Requests should be emailed to youth@ci.richmond.ca.us or submitted by phone at (510) 620-6553. Requests will be granted whenever possible and resolved in favor of accessibility.



Regular Meeting of the Richmond Fund for Children and Youth Oversight Board of the City of Richmond

Monday, June 5, 2023

MINUTES

A. Call to Order and Roll Call

The meeting was called to order at 6:03 P.M. by Co-Chair Teyona Galloway.

Present: Guadalupe Enllana, Teyona Galloway, Carol Hegstrom, Katherine Lee, Madiha Qader, Stephanie Sequeira

Absent: Diego Castro Curry, Khaliaghya Dandie-Evans, Devin Dinh, Zeonta Johnson

Vacancies: 5 Vacancies

Staff

Liaison: LaShonda White, Patrick Seals, Guadalupe Morales, Nicholas Delgado, Abdul Black – present

B. Agenda Review and Modifications

C. Report from the Director

Patrick Seals gave an update on behalf of Director LaShonda White. Patrick gave a quick introduction to Abdul Black, the new communications and marketing fellow. He then touched on RFPs that had been developed and released by the Department of Children and youth. Finally, he provided a brief update on the expected budget of the Department of Children and Youth.

D. Public Forum

1. Cordell Hindler submitted a written public comment (attached). He forwarded an invitation to the Pinole Pride Celebration on June 11 from 12pm to 3pm and stated that

he has been working on a project that will benefit the Department of Children and Youth.

E. Consent Calendar

E-1. APPROVE the minutes of the April 3, 2023, meeting of the Richmond Fund for Children and Youth Oversight Board

A motion was made to approve the consent calendar by Board member Hegstrom, seconded by Board member Enllana; approved by the following vote:

Ayes: Guadalupe Enllana, Teyona Galloway, Carol Hegstrom, Katherine Lee, Madiha Qader, Stephanie Sequeira

Noes:

Abstentions:

Absences: Diego Castro Curry, Devin Dinh, Khaliaghya Dandie-Evans, Zeonta Johnson

F. Oversight Board as a whole

F-1. APPROVE the renewal of 38 Richmond Fund for Children and Youth (RFCY) grants to youth-serving public and nonprofit organizations in a total amount not to exceed \$2,929,317, from July 1, 2023, through June 30, 2024

Staff Liaison Nicholas Delgado presented an overview of the current RFCY Grantees and their award amounts. He provided staff's recommendation to approve a renewal for all 38 current RDCY grantees totaling an amount not to exceed \$2,929,317.00. Discussion ensued.

A motion was made to approve the renewal of 38 RFCY grants by Board member Enllana, seconded by Board member Hegstrom; approved by the following vote:

Ayes: Guadalupe Enllana, Teyona Galloway, Carol Hegstrom, Katherine Lee, Madiha Qader, Stephanie Sequeira

Noes:

Abstentions:

Absences: Diego Castro Curry, Devin Dinh, Khaliaghya Dandie-Evans, Zeonta Johnson

Public Comment:

There was no public comment.

F-2. APPROVE a final recommendation to the Richmond City Council from the Richmond Fund for Children and Youth (RFCY) Oversight Board to award 19 RFCY grants to youth-serving public and nonprofit organizations in a total amount not to exceed \$1,443,292, from July 1, 2023, through June 30, 2024

Staff Liaison Patrick Seals presented an overview of the newly recommended RFCY Grantee awards. Patrick stated that The Department released an RFP for grant application in January of 2023. FY 23-24 is the final application cycle for the initial three-year grant program for the Richmond Department of Children. The department received 22 applications, and of those applications, 19 applicants received a nomination for award from an independent review team. Discussion ensued.

A motion was made to increase FY 23-24 funding from 50% to full funding for the Easter Hill United Methodist Church Freedom School Program by Board member Sequeira, seconded by Board member Enllana; approved by the following vote:

Ayes: Guadalupe Enllana, Teyona Galloway, Carol Hegstrom, Katherine Lee, Madiha Qader, Stephanie Sequeira

Noes:

Abstentions:

Absences: Diego Castro Curry, Devin Dinh, Khalieghya Dandie-Evans, Zeonta Johnson

A following motion was made to approve the remainder of FY 23-24 grant recommendations with the inclusion of the increase to Easter Hill United Methodist Church by Board member Hegstrom, seconded by Board member Enllana; approved by the following vote:

Ayes: Guadalupe Enllana, Teyona Galloway, Carol Hegstrom, Katherine Lee, Madiha Qader, Stephanie Sequeira

Noes:

Abstentions:

Absences: Diego Castro Curry, Devin Dinh, Khalieghya Dandie-Evans, Zeonta Johnson

Public Comment:

There was no public comment.

F-3. LISTEN to an update on the Richmond Department of Children and Youth Social Media Strategy

Marketing and Communications fellow, Abdul, introduced himself and provided a brief overview of the Department of Children and Youth's social media accounts. He discussed

his goals and how he plans to utilize unique followers, reposts, and likes to measure KPIs that he plans on growing. Discussion Ensued.

Public Comment:

There was no public comment.

G. Adjournment

There being no further business, Co-Chair Teyona Galloway adjourned the meeting at 7:39 P.M.

Approved:

Katherine Lee, Co-Chair

Staff Liaison

Teyona Galloway, Co-Chair



AGENDA REPORT

Department of
Children and Youth

DATE: September 18, 2023

TO: Members of the Richmond Fund for Children and Youth Oversight Board

FROM: Guadalupe Morales, Management Analyst

SUBJECT: RICHMOND FUND FOR CHILDREN AND YOUTH EVALUATION BY WESTED

RECOMMENDED ACTION:

RECEIVE an introductory presentation from WestEd and LISTEN to an update on the RFCY evaluation process.

FINANCIAL IMPACT OF RECOMMENDATION:

There is no financial impact related to receiving this report.

DISCUSSION:

Background

On June 5, 2018, Richmond endorsed Measures E and K, creating the "Richmond Kids First Initiative" and establishing the Richmond Fund for Children and Youth (RFCY), the Richmond Department of Children and Youth (RDCY), and related regulations in Article 15 of the city charter. Section 7.4 mandates an annual evaluation conducted by an independent third-party evaluator to assess the impact and alignment of funded programs with established outcomes. Evaluation reports will be shared with the City Council, Mayor's office, and the public to ensure transparency and accountability in the initiative's activities.

On July 11, 2023, the Richmond City Council approved a contract with WestEd, in an amount not to exceed \$600,000, with a term commencing on July 11, 2023, and terminating on June 30, 2025.

For this evaluation process, these are notable dates and milestones:

- March 17, 2023: Deadline for proposal submissions in response to the Request for Proposals (RFP) for evaluators.
- March-April 2023: A sub-committee evaluated the proposals.

- April 2023: Interviews with finalist firms were conducted.
- July 11, 2023: The staff report and proposed contract with WestEd were submitted for City Council approval.
- July 11, 2023, to June 30, 2025: The contract term was approved.
- Fiscal Year 2021-22, 2022-23, and 2023-24: The fiscal years covered by the evaluation process.
- Ongoing: The RFCY evaluation process, including data collection, analysis, and reporting, is being implemented.

WestEd and the Evaluation Process

WestEd is a non-profit educational research and development organization that focuses on improving educational outcomes through collaboration and innovation. They present a comprehensive overview of their partnership with the RFCY for evaluation, which include informing the RFCY Oversight Board about their work and exploring collaboration opportunities during the evaluation process.

The key components of a successful evaluation process include planning, document review, community impact, surveys, qualitative data collection, technical assistance, and reporting.

WestEd intends to collaborate with the RFCY Oversight Board, encouraging active participation in refining the RFCY Theory of Change, survey development, qualitative data collection, report generation, and technical assistance. Their evaluation process centers on understanding service delivery, service gap reduction, youth outcomes, and capacity building. It involves document review, surveys (including the Youth Experience Survey), qualitative data collection, technical assistance, and reporting. There will be a need of collaboration among service providers and invites active engagement from the RFCY Oversight Board in shaping the evaluation's direction.

Next Steps

Next, WestEd will deepen engagement with RFCY staff and the Oversight Board, fostering partnership opportunities and providing updates on the evaluation process.

ATTACHMENTS:

- Attachment 1 – WestEd Draft
- Attachment 2 – FY 2023-2024 Children and Youth Grant Program Evaluation Matrix and Ranking with Program Summaries



Partnering for the RFCY Evaluation

September 18, 2023

Prepared for the RFCY Oversight Board

Today's Goals

- Introduce ourselves
- Communicate what we are doing
- Identify when and how the oversight board would like to collaborate during the evaluation

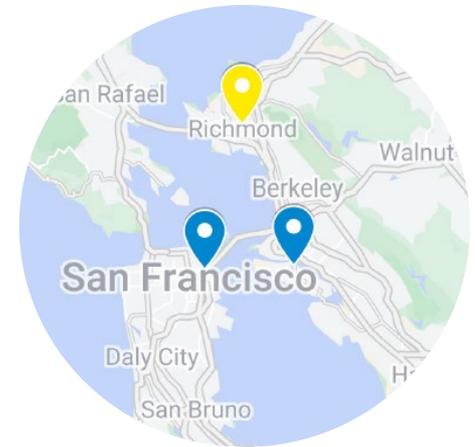
DRAFT

About WestEd

The Resilient and Healthy Schools and Communities content area includes all of **the conditions for learning, development, and success** for school-aged children, youth, and adults. This area includes projects that are **often cross-sector**, including focus on mental health, health, child welfare, housing, and community safety and well-being.



Our **vision** is that one day, all children, regardless of background, identity, or circumstance will have the opportunities and conditions they need to learn and develop to their fullest potential.





Our Team



Nicole Tirado-Strayer, PhD



Alexis Grant, PhD



Rebecca Neri, PhD



Arturo Chavez, Ed.D, LCSW



Jacquelyn Tran



JoAnn Izu, PhD

What is Evaluation?

Evaluation is a way for organizations to tell their story about...

- The program
- The people who are served by it; and
- The impact of it on individuals served, their families, and the community

Framing the RFCY

Distributed 6 million dollars

Over 3 fiscal years

To programs across 6 strategic priority areas



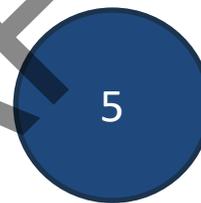
Behavioral Health



Education Support and
Employment/Training
Support



Out-of-school Time,
Sports, Enrichment



Youth Violence
Prevention



Access to Basic Needs



Information, Guidance,
and Case Management

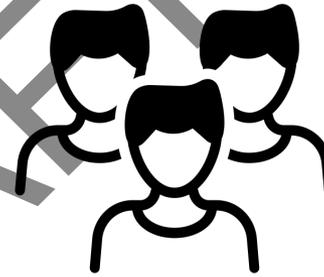
What do we want to learn about?



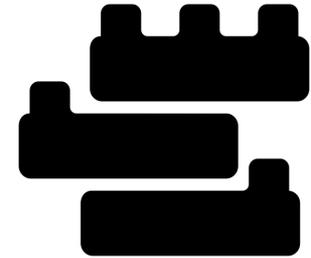
Service
delivery



Service gap
reduction



Youth
outcomes



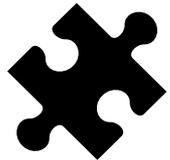
Capacity
building

Evaluation Process



Planning

- Describing how we expect the RFCY to support children and youth
- Identifying what information to collect
- Determining how we will review and analyze this information and draw conclusions



Information we plan to review/collect

- Existing documents and data
- Grantee survey
- Qualitative Data Collection
- Youth Experience Survey

Document Review



Documents include contracts, progress reports, annual reports, and data collected by RDCY

Tells us about...

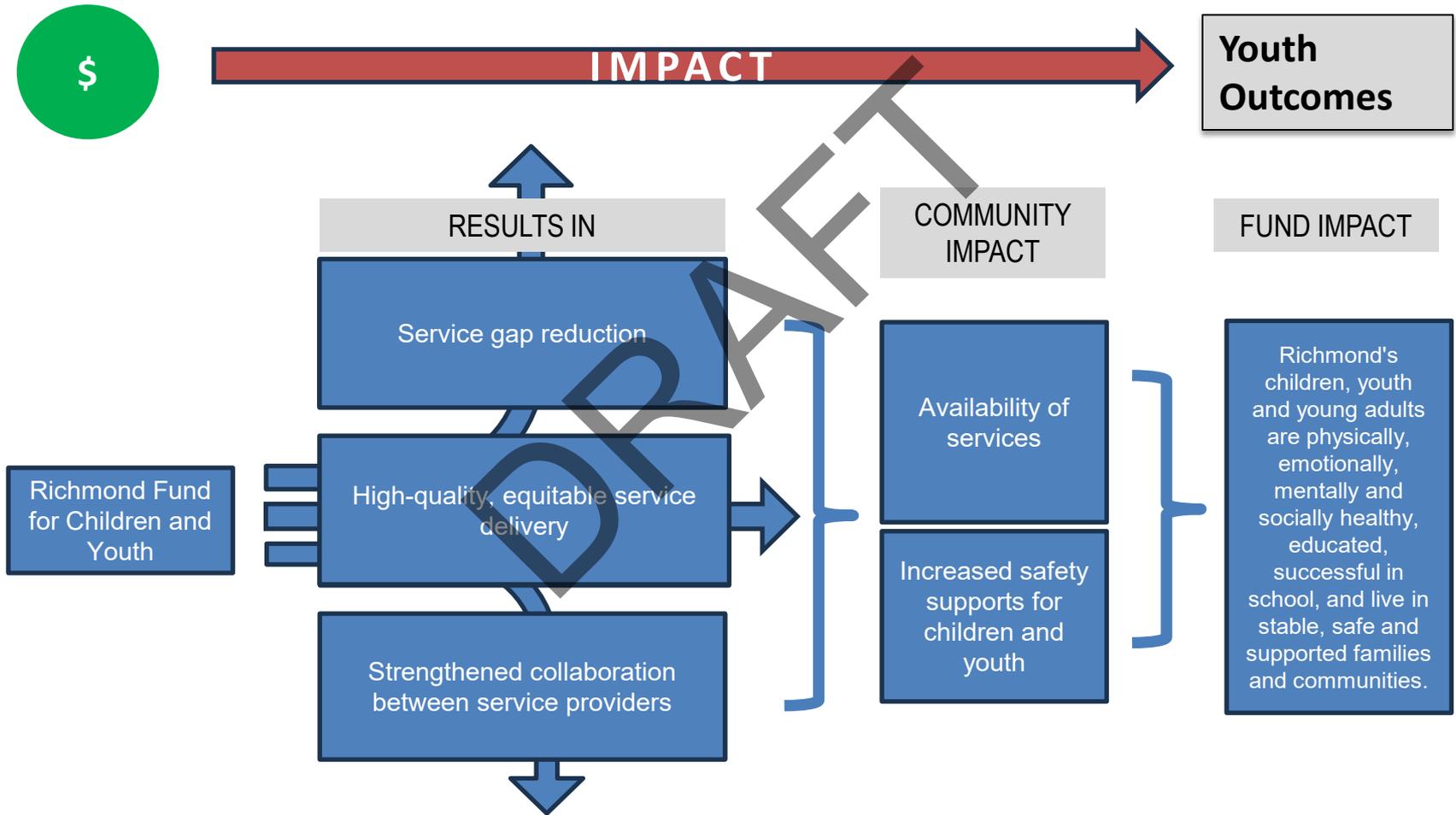
Service delivery

Service gap reduction

Youth outcomes

Capacity building

Theory of Change



Youth Experience Survey



- Standard measures adapted to Richmond context
- Co-adapted with grantees
- Core set of questions and supplemental sections for different strategic priority areas

Tells us about...

Service
delivery

Service gap
reduction

Youth
outcomes

Capacity
building

Example Youth Experience Survey Topics

- Resilience
- Self esteem
- Social-emotional competence
- Academic engagement
- Personal identity
- Connections to adults
- Mental wellness
- Physical safety and wellness
- Program satisfaction

DRAFT

Grantee Survey



- Set of standard metrics for all grantees
- Understand more about how funds are used
- Learn how funds impact the organization

DRAFT

Tells us about...

Service
delivery

Service gap
reduction

Youth
outcomes

Capacity
building

Qualitative Data Collection



- Interviews and focus groups with youth and program staff
- To address questions not answered by surveys
- To provide more detail about information captured in the survey

Tells us about...

Service
delivery

Service gap
reduction

Youth
outcomes

Capacity
building

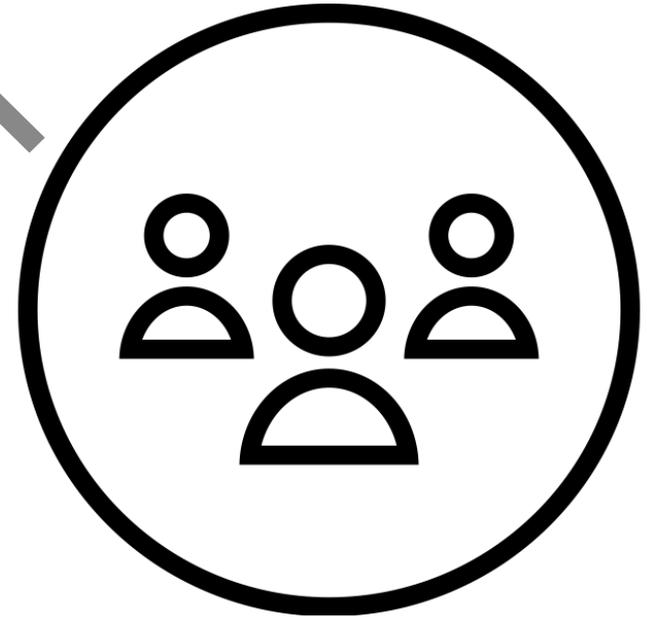
Technical Assistance

- **Monthly Technical Assistance**

- Topics with evaluation activities
- Interactive format
- Example sessions: Listening session, Survey metrics, survey administration

- **Quarterly Technical Assistance**

- Aligned with program-level continuous improvement and data use
- Example topics: program logic models, feedback loops



Reporting

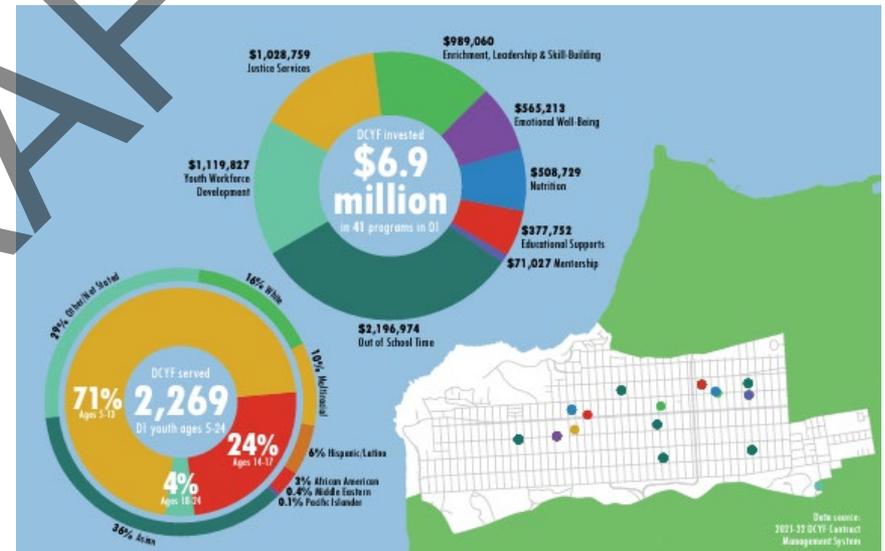
Example Summary from SF DCYF Grantees from District 1

JANUARY
DISTRICT 1 SPOTLIGHT ON HEARING & SPEECH CENTER OF NORTHERN CALIFORNIA

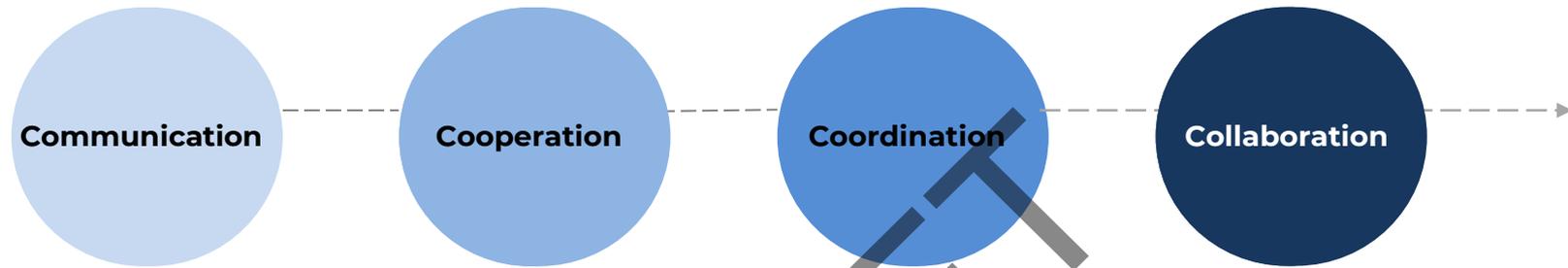
The Listen Up! program consists of working with all Deaf and Hard-of-Hearing children between the ages of 6-13 who reside in San Francisco. Our services include, weekly academic enrichment groups, annual Spring and Summer camps, and monthly events where it will allow students to explore project based activities pertaining to STEM with their peers. We aim to foster an increase in self-confidence, team building, cultural awareness, and community partnerships.

“ Steven and the Hearing and Speech Center would host a lunch bunch program for students with hearing loss. They would come once a week to give us a place to feel accepted despite my disability. Participating in this program made me realize that I shouldn't be self-conscious and feel proud of what makes me different.”
 —Adrienne, program participant

“ What better agency is able to serve the hearing loss community than those who have hearing loss? It comforts the families and youths whenever we share our understanding of the challenges and issues they face because we experience it all in a similar fashion. Because I attended the Hearing and Speech Center as a child, I was able to excel in my career so much that I am now here as a team member giving back to what has given me the path to success.”
 —Steven, program staff



How Will We Work Together?



Communication:

The exchange of ideas and information

Cooperation:

Work together as needed on discrete activities

Coordination

Adjust and align work with each other towards a common goal

Collaboration:

The process of shared creation; collectively creating something new that could not have been created by the individual users

Framing Activity

- STEP 1: Review the list of evaluation processes to engage and consider which “C” applies to you

Engagement Opportunities

- Refine RFCY Theory of Change
- Youth Experience Survey Development
- Qualitative Data Collection
- Generating Reports
- Technical Assistance

Framing Activity

STEP 2: On your sticky note, write your **name** and what you are interested in as it relates to each opportunity, and place it on the chart paper.



Framing Activity

STEP 3: Reflect and Discuss

- What are you noticing?
- Where are we aligned?
- Where are we misaligned?

DRAFT

Contact Us



Nicole Tirado-Strayer
ntirado@wested.org



Alexis Grant
agrant@wested.org

Supplemental Slides

DRAFT

Example Full Fund Report (SF DCYF)



FY2021-22 SERVICE HIGHLIGHTS

OUR MISSION

The Department of Children, Youth and Their Families (DCYF) has administered San Francisco's powerful investments in children, youth, transitional age youth, and their families through the Children and Youth Fund since 1991. With a deep commitment to advancing equity and healing trauma, we bring together government agencies, schools, and community-based organizations to strengthen our communities to lead full lives of opportunity and happiness. Together, we make San Francisco a great place to grow up.

OUR FOUNDATION

Strategic Funding: We promote practice- and research-informed programs seed innovation and seek to address inequities in access and opportunity.

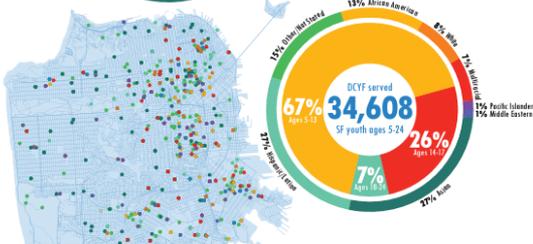
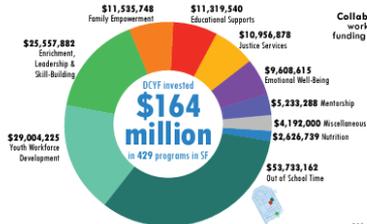
Quality Services: We provide leadership in developing high-quality programs and strong community-based organizations in the interest of promoting positive outcomes.

Engagement with San Francisco's Communities: We prioritize children, youth, transitional age youth and families' voices in setting funding priorities and will build our knowledge of and presence in neighborhoods across San Francisco.

Collaborative Partnerships: We commit to working with city stakeholders to help set funding priorities, practices and policies that are based on an equity framework.

OUR VISION

DCYF envisions a strong San Francisco where all children and youth are supported by nurturing families and communities; all children and youth are physically and emotionally healthy; all children and youth are ready to learn and succeed in school; and all youth are ready for college, work and productive adulthood.



MAKING SAN FRANCISCO A GREAT PLACE TO GROW UP

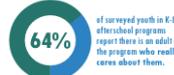
Ages 0-5 & Parents



Ages 14-17



Ages 5-13



Ages 18-24

Profile Example (SF DCYF Annual Report by Program)

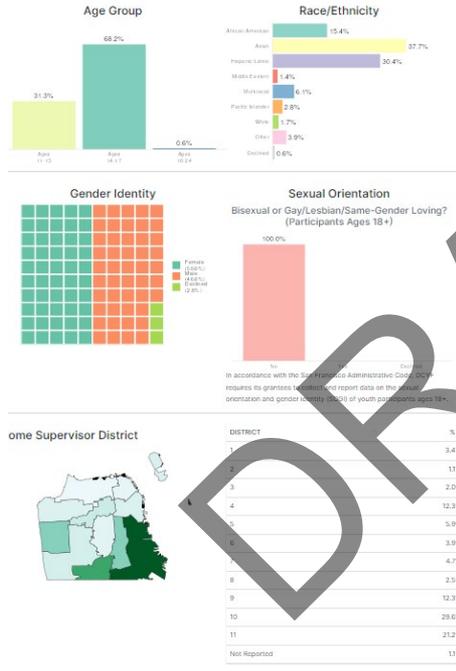
About

Service Area: Educational Supports
Strategy: Summer Transitions

Program Description: The Summer Youth Academic and Employment Program/Summer Bridge has two components: Summer Youth Academic and Employment Program (SYAEP) for rising 10th and 11th grade students attending summer school, SYAEP's 5-week summer program offers 160 youth (60 per site) in-care support, academic tutorials, life and work readiness training, college and career exploration, field trips, and financial literacy and an educational award up to \$500. Summer Bridge supports rising 8th grade students. Summer Bridge works with 100 youth in preparation for their 8th grade year. Participants attend daily workshops during summer school and offers Math and Language Arts Enrichment, High School Readiness and College and Career Awareness. They earn elective credits towards their high school graduation and an educational award up to \$500 upon program completion. In addition to the summer programs, Y2O extends support to 50 identified summer bridge and/or EBP participants along with a cohort of 20 identified 8th grade students at MLK Middle School to offer academic and social-emotional support during the school year. Additional services include, but not limited to, academic advising and tutoring, career exploration, field trips, and IML building workshops.

DCYF Funding: \$2,462,549
Program Operation Dates: Year-Round
Projected Participants: 320

Program Sites



Summary Site Details

Overview

Participants: 358
Service Sites: 6
Service Dates: 130
First Date: June 09, 2021
Last Date: May 18, 2022
Average Daily Attendance: 70

Activity Summary

ACTIVITY CATEGORY	PARTICIPANTS	SERVICE DATES
Group Activities		
Comprehensive Afterschool	51	103
Comprehensive Summer	319	27
Enrichment/Skill Building	358	130
Food and Other Basic Needs Distribution	248	26
Learning Supports	358	130
Mentorship	358	130
Participant Financial Incentives	358	130

For more information about these activity types and categories, see [this resource](#).

**CITY OF RICHMOND
STANDARD CONTRACT**

Department: Children & Youth (CMO)	Project Manager: Patrick Seals
Project Manager E-mail: patrick_seals@ci.richmond.ca.us	Project Manager Phone No: (510) 307-8016
PR No: Vendor No:	P.O./Contract No:
Description of Services: WestEd will provide third-party independent evaluations services for the Richmond Fund for Children and Youth in compliance the City of Richmond Charter Article 15 Section 7(d)(4) and (5)	

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

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

Company Name: WestEd

Street Address: 730 Harrison Street

City, State, Zip Code: San Francisco, CA

Contact Person: Lauren Wrotniak

Telephone: (415) 615-3136

Email: contracts@wested.org

Business License No:

/ Expiration Date:

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

2. Term. The effective date of this Contract is August 11, 2023 and it terminates June 30, 2025 unless terminated as provided herein.
3. Payment Limit. City's total payments to Contractor under this Contract shall not exceed \$ 600,000. City shall not pay for services that exceed the Contract Payment Limit unless a contract amendment has been approved by the City Council or City Manager.
4. Contractor's Obligations. Contractor shall provide those services and carry out that work described in the Service Plan (Exhibit A) which is attached hereto and is incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.
5. City's Obligations. City shall make to the Contractor those payments described in the Payment Provisions (Exhibit B) which are attached hereto and are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

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

CITY OF RICHMOND
a municipal corporation

By: _____

Title:

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

By: _____
City Clerk

Approved as to form:

By: _____
City Attorney

CONTRACTOR:

WestEd

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

By: _____

Title: _____

Date Signed: _____

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

By: _____

Title: _____

Date Signed: _____

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

LIST OF ATTACHMENTS:

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

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

For the Contract between the City of
Richmond and

WestEd

**EXHIBIT A
SERVICE PLAN**

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

See attached Scope of Work

**EXHIBIT B
PAYMENT PROVISIONS**

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

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

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

The Richmond Fund for Children and Youth Evaluation Scope of Work

Draft June 30, 2023

Evaluation Goals

- Assess program effectiveness and strategy impact to inform funding recommendations, grant renewal decisions, and future strategy development.
- Determine the effectiveness and efficiency of funds at the program and strategic level.
- Promote best practices among grantees and assist grantees to improve performance through individualized coaching and feedback about evaluation planning, data collection, and results.
- Document the assessment of grantee performance and present written findings to interest holders and grantees.
- Communicate results and impact of the Richmond Department of Children and Youth funding to elected officials, grantees, and the general public.

Work to be Completed

WestEd will plan and implement an evaluation of the 2020-2023 Richmond Fund for Children and Youth (RFCY) strategic investments. WestEd will lead the evaluation design and implementation in partnership with the Richmond Department of Children and Youth (RDCY). The specific work to be completed is summarized in the six tasks outlined below, which align with the RFCY Third-Party Evaluator Request for Proposals.

Task 1: Project Management

WestEd will coordinate with RDCY staff on all aspects of the design and implementation of the evaluation.

Task 1 Activities

- Establish a communication strategy for ongoing communication and collaboration between the parties, which must include: frequency of meetings, preferred communication channels, role of participants, and any other provisions that would facilitate an exchange of ideas between the parties.
- Periodically assess the communication strategy revised as both parties deem necessary.
- Design a Project Management Plan that includes an executive summary, project tasks, timelines, milestones, and roles and responsibilities of WestEd staff.
- Host a kickoff meeting with RDCY and community partners.
- Provide, on a quarterly basis, a written progress report that summarize progress towards activities outlined in this agreement and an invoice of total staff hours worked and other incurred project costs.
- Facilitate quarterly meetings with RDCY and RFCY representatives.

Task 2: Evaluation Design

In partnership with the RFCY, grantees, and participating youth, WestEd will co-design an evaluation that:

- Builds upon the 2020 needs assessment.
- Incorporates the unique and varied questions and needs of RFCY, grantees, youth and key interest-holders.
- Demonstrates if and how programs implemented their proposed activities.
- Using qualitative and quantitative data measures desired outcomes of the strategic investments.
- Provides data that supports the continuous improvement of grantee program implementation and data use.

Task 2 Activities

- Conduct a document review of grantee applications and reports.
- Host strategic priority listening sessions with grantees and conduct a grantee survey to gather information related to program implementation, desired outcomes, and grantee need for evaluation technical assistance.
- Develop a logic model for each of the RFCY strategic priority areas.
- Create qualitative and quantitative data collection instruments.
- Generate an evaluation plan, including a data collection and dissemination plans.
- In year 2, revise the evaluation plan and data collection instruments according to lessons learned during the first year of evaluation.

Task 3: Evaluation Implementation

After developing the evaluation plan, WestEd will begin data collection. By the end of year 2, WestEd will have evaluated each grant year individually and will have completed a comprehensive evaluation of the 3-year strategic funding across the six priority areas.

Task 3 Activities

In year one of the project, WestEd will:

- Partner with and evaluate the 39 program grantees across all six strategic priority areas funded in FY2021-2022 and FY2022-2023.
- Analyze findings.
- Disseminate findings at a community meaning-making session (see Task 5: Engagement of Partners).

In year two of the project, WestEd will:

- Partner with and evaluate the program grantees across all six strategic priority areas funded in FY2023-2024.
- Analyze findings.
- Disseminate findings at a community meaning-making session and youth data summit (see Task 5: Engagement of Partners).

Task 4: Reporting

WestEd will disseminate results to inform grantee and strategy-level funding decisions in a way that is most useful, timely, and accessible for clients, relevant partners, and the general public. In our meetings with grantees and partners throughout this project (e.g. kick-off meeting, grantee meetings, and meaning-making sessions), we will collaborate to identify what formats and elements are desired in the reports. Grantees and community partners will have an opportunity to review and provide feedback on external reports before they are finalized. Reports and memos for the Department will be developed iteratively in partnership with the RDCY and structured in a way most useful for the Departments' staff.

Task 4 Activities

- Deliver two midyear reports, summarizing activities that occurred under each of the six tasks outlined in this scope of work.
- Deliver a year 1 report, summarizing RFCY's funding and programming for grantees funded in FY2021-2022 and FY2022-2023, including information on programs, strategies, and outcomes.
- Deliver one program profile for each RFCY grantee using pre-existing program data and data collected throughout the evaluation. Program profiles will summarize key information about each grantee's funded programs, the population served, and program-level outcomes of the strategic investment.
- Deliver a final report that summarizes the totality of RFCY's funding and programming, including information on programs, strategies, and outcomes.
- Present the final report to RDCY staff and other city interest holders.

Task 5: Partner Engagement

Aligned with the Richmond Department of Children and Youth's commitment to engaging the community, we prioritize collaboration and collective decision-making with the Department, grantees, and the broader community of children, youth, and their families throughout this evaluation. RDCY, the RFCY Oversight Board, and RFCY grantees will actively partner on the design, methods, and approach used in this evaluation. As we learn about the strengths and needs of our partners, we will adapt our approach accordingly. WestEd will work closely with the Oversight Board, department staff, grantees, and other interest holders in the planning and implementation of the evaluation. WestEd is headquartered in San Francisco, CA with an additional office in Alameda, CA. These facilities will be available, at no additional cost, for in-person meetings and gatherings to support effective and efficient communication and collaboration.

Task 5 Activities

- Develop a partner engagement plan that describes what engagement activities will include and when they will take place.
- Leverage RDCY meetings and resources for outreach and engagement (e.g., RFCY Grantee meetings, RDCY Service Provider Working Group, RDCY Oversight Committee, 2020 Community Needs Assessment) to reduce unnecessary burden on partners.
- Coordinate quarterly meetings with RFCY grantees to provide updates on the evaluation process and collaborate on the evaluation design.
- Host 2-4 community meaning making sessions to engage students, parents and caregivers, educators, service providers, and other interested community members in the evaluation process.
- Host 2 youth data summits to elevate youth voice, particularly those from traditionally underserved communities.
- Deliver partner engagement memos to RDCY that describe each community engagement event (e.g., meeting agenda, number and type of participants, key themes and takeaways), and how the information will be used to inform the RFCY Evaluation.

Task 6: Technical Assistance to Grantees and Staff

Technical assistance (TA) is a critical aspect of this program evaluation to build grantee capacity and sustain the effective use of data longterm. Throughout both years of the project, WestEd will provide technical assistance to provide grantees with opportunities for their own internal evaluation planning for continuous program improvement. WestEd will partner with grantees to understand their continuous improvement processes and provide high-quality training and technical assistance to build their capacity to engage in this work.

Task 6 Activities

- At quarterly grantee meetings, share evaluation-related updates and provide an opportunity for questions and input.
- Host monthly open-door sessions to promote best practices in data collection and continuous improvement.
- Provide individualized coaching or feedback as requested by grantees, up to 2 individualized coaching sessions a month.

Timeline of Project

Our timeline and project schedule is subject to revision based on the timing of contract award and is negotiable to meet RDCY's needs.

Task	Year 1 Timeline	Year 2 Timeline
1. Project Management		
Establish communication strategy	Aug 2023	
Develop Project Management Plan	Aug-Sep 2023	
Kickoff meeting	Aug 2023	
Meetings with RDCY	Quarterly Ongoing	Quarterly Ongoing
2. Evaluation Design		
Document Review	Aug-Sep 2023	Aug-Oct 2024
Listening Sessions with Grantees & Co-design	Sep-Dec 2023	Oct-Nov 2024
Design Logic Models	Dec 2023-Jan 2-24	Dec 2024
Create/Revise Data Collection Instruments	Mar-Apr 2024	Jan 2025
Develop/Revise Evaluation Plan	Apr 2024	Jan 2025
3. Evaluation Implementation		
Data Collection	May-July 2024	Feb- Apr 2025
Analysis	July-Aug 2024	Apr-May 2025
4. Reporting		
Midyear Report	Jan 2024	Jan 2025
Year 1 Report	Aug 2024	
Program Profiles	July-Aug 2024	Mar-Apr 2025
Final Report		Aug 2025
5. Partner Engagement		
Develop Partner Engagement Plan	Aug-Sep 2024	
Grantee Meetings	Quarterly Ongoing	Quarterly Ongoing
Community Meaning Making Sessions	Jan-Aug 2024	Feb-May 2025
Youth Data Summit	Aug 2024	May 2025
6. Technical Assistance		
Open Door Sessions	Monthly Ongoing	Monthly Ongoing

Timeline Notes

The schedule for task 5, Community Engagement is flexible and will be designed with the involvement of RDCY and the RFCY Oversight Committee. As such, the timeline for completion for community engagement tasks is flexible. With community engagement informing various stages of the evaluation, we plan to host our initial grantee listening session shortly after contract execution, by the end of October 2023. The remainder of the communitiy engagement task schedule will be informed by the evaluation partners.

Budget and Costs

WestEd’s proposed budget and costs for this project are shown in the budget tables below. Please note that the budget includes a set number of community engagement activities and participants (see table: participant support). If additional events and meetings with grantees are necessary, these meetings will be above the approved budget at our hourly rates using additional participant support budget.

The budget includes participant compensation and travel costs for WestEd project staff. Staffing costs are fully-loaded rates that include direct and indirect costs, see section below “Fully Loaded Staffing Costs.” WestEd is willing to negotiate revisions to proposed hours, budget, and cost in order to best meet the needs of RDCY with appropriate revisions to the expected scope of work.

Expenditures	Year 1	Year 2	Total
Indirect Costs			
Labor Costs	\$288,163	\$286,657	\$574,820
Other Indirect Costs*	\$1,887	\$2,127	\$4,014
Total Indirect Costs	\$290,050	\$ 288,784	\$578,834
Direct Costs			
Travel **	\$4,200	\$ 5,466	\$9,666
Participant Support**	\$ 5,750	\$ 5,750	\$11,500
Total Direct Costs	\$9,950	\$11,216	\$21,166
TOTAL PROJECT BUDGET	\$300,000	\$300,000	\$600,000
*Other indirect costs include indirects on direct costs plus 5% management fee			
**For calculations of participant support and staff travel costs, see corresponding tables below.			

Travel Costs

Per diem is charged at GSA's approved reimbursement rates while mileage rate follows the IRS guideline. All other travel expense reimbursements are based on the Agency's policy. For each trip, other expenses include ground transportation (including shuttles, taxis, ride services, or trains), parking, tolls, and incidentals. Travel costs are charged either as a direct or indirect expense depending upon the purpose of the trip and the associated cost code charged.

Travel	Total Cost
<i>Year 1 - Travel</i>	\$4,200
<i>Year 2 - Travel</i>	\$5,400

Participant Support

WestEd will utilize stipends/honoraria to provide financial compensation to youth, family and community partners. Specific compensation will be determined in partnership with project partners and advisors and may include gift cards, certificates, or other specific items. The following costs below are rough estimates subject to change with stakeholder input.

Description	Rate	Amount	Total Cost
Year - 1			
FY 21-22 Grantees: Interview and Focus Group Stipends	\$75	25	\$1,875
FY 21-22 Grantees: Youth and Family Advisory Honoraria	\$100	5	\$500
FY 22-23 Grantees: Interview and Focus Group Stipends	\$75	25	\$1,875
FY 22-23 Grantees: Youth and Family Advisory Honoraria	\$100	5	\$500
FY 21-23 Grantees: Other Community Engagement Costs¹	\$1,000	1	\$1,000
Year - 2			
FY 23-24 Grantees: Interview and Focus Group Stipends	\$75	50	\$3,750
FY 23-24 Grantees: Youth and Family Advisory Honoraria	\$100	10	\$1,000
FY 23-24 Grantees: Other Community Engagement Costs²	\$1,000	1	\$1,000

¹ Other community engagement costs will vary based on needs of participants and may include childcare, transportation, etc.

² Other community engagement costs will vary based on needs of participants and may include childcare, transportation, etc.

Fully Loaded Staffing Costs

The staffing costs shown in the budget include the staff's salary, benefits, overhead costs, indirect costs, and WestEd's management fee.

Salaries and Benefits

Employee salaries are based upon WestEd's fiscal year salary schedule as approved by the agency's Board of Directors. Salaries include the actual days worked for each employee. Salary rates are fully loaded rates. WestEd's minimum working days for one full-time employee (FTE) are 222 per year (1,776 hours per year). Benefits include worker's compensation, unemployment tax, and FICA for both employee classifications. Regular employees also receive retirement, medical/dental, life insurance, disability insurance, and other staff benefits.

Indirect Costs

The Agency's indirect cost rate (overhead rate) is negotiated with its cognizant agency, the United States Department of Education. WestEd's 2023 indirect rate is 13.3%. WestEd's indirect cost pool includes Board/Board support, the Executive Director's Office, Resource Development, Communications, Contracts, and Accounting/Finance Services.

Management Fee

The inclusion of fees on contracts awarded to organizations like WestEd has been a common practice by federal agencies for many years. The government recognizes that the cost principles under which contractors can claim reimbursement of costs incurred on a project do not allow recovery of all necessary and pertinent costs of doing business. In order for the contractor to remain viable, a fee must be received. This conclusion has been accepted by the General Accounting Office and is supported by numerous studies conducted on the subject.

EXHIBIT C
AUTHORIZED REPRESENTATIVES AND NOTICES

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

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

Patrick Seals

City of Richmond

Richmond, CA 94804-0046

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

Nicole Tirado-Strayer

WestEd

730 Harrison Street

San Francisco, CA

EXHIBIT D GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. Indemnification.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25. Exhibits. All Exhibits hereto are made a part hereof and incorporated herein by reference; provided, however, that any language in Exhibit A which does not pertain to the project description, proposal, scope of services, or method of compensation (as applicable) , or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Contract.
26. Force Majeure. Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of such an obligation is prevented or delayed by reason of acts of God, strikes, boycotts, lock-outs, inability to procure materials not related to the price thereof, failure of power, restrictive governmental laws and regulations enacted after the date of this Contract, riots, civil unrest, acts of terrorism, insurrection, war, declaration of a state or national emergency or other reasons of a like nature not within the reasonable control of such party.
27. Time of the Essence. Time is of the essence of this Contract. Contractor and City agree that any time period set forth in Exhibit A represents their best estimates with respect to completion dates and both Contractor and City acknowledge that departures from the schedule may occur. Therefore, both Contractor and City will use reasonable efforts to notify one another of changes to the schedule. Contractor shall not be responsible for performance delays caused by others, or delays beyond Contractor's control, and such delays shall extend the times for performance of Contractor's work.
28. Confidentiality. Contractor agrees to comply with, and to require its employees, agents and partners to comply with, all applicable State or Federal statutes or regulations respecting confidentiality, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that:

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

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

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

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

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

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

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

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

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

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

CITY OF RICHMOND
Sanctuary City Compliance
Statement

The undersigned, an authorized agent of _____ (hereafter "Contractor"), has had an opportunity to review the requirements of City of Richmond Ordinance 12-18 (hereafter "Sanctuary City Contracting Ordinance" or "SCCO"). Contractor understands and agrees that the City may choose with whom it will maintain business relations and may refrain from contracting with any person or entity that provides Data Broker or Extreme Vetting services to the U.S. Immigration and Customs Enforcement Division of the United States Department of Homeland Security ("ICE"). Contractor understands the meaning of the following terms used in the SCCO:

- a. "Data Broker" means either of the following:
 - i. The collection of information, including personal information about consumers, from a wide variety of sources for the purposes of reselling such information to their customers, which include both private-sector business and government agencies;
 - ii. The aggregation of data that was collected for another purpose from that for which it is ultimately used.

- b. "Extreme Vetting" means data mining, threat modeling, predictive risk analysis, or other similar services."

Contractor understands that it is not eligible to receive or retain a City contract if at the time the Contract is executed, or at any time during the term of the Contract, it provides Data Broker or Extreme Vetting services to ICE.

Contractor further understands and agrees that Contractor's failure to comply with the SCCO shall constitute a material default of the Contract and the City Manager may terminate the Contract and bar Contractor from bidding on future contracts with the City for five (5) years from the effective date of the contract termination.

By executing this Statement, Contractor certifies that it complies with the requirements of the SCCO and that if at any time during the term of the Contract it ceases to comply, Contractor will promptly notify the City Manager in writing. Any person or entity who knowingly or willingly supplies false information in violation of the SCCO shall be guilty of a misdemeanor and subject to a \$1,000 fine.

Based on the foregoing, the undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this _____ day of _____, 2022, at _____, California.

Printed Name: _____ **Title:** _____

Signed: _____ **Date:** _____

Business Entity: Non Profit Corporation

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

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

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

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

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

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

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

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

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

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

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

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

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

Umbrella/Excess Liability Policies

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

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

Claims-Made Policies

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

Subcontractors

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

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

Verification of Coverage

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

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

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

Continuous Coverage

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

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

Cancellation

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

Reporting Requirements

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

Consistent with Public Policy

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



AGENDA REPORT

Department of
Children and Youth

DATE: September 18, 2023

TO: Members of the Richmond Fund for Children and Youth Oversight Board

FROM: Patrick Seals, Grants Project Manager
Nicholas Delgado, Management Analyst II

SUBJECT: RICHMOND FUND FOR CHILDREN AND YOUTH COMMUNITY NEEDS
ASSESSMENT AND STRATEGIC INVESTMENT PLAN UPDATE

RECOMMENDED ACTION:

RECEIVE an update on hiring a consultant to facilitate the Community Needs Assessment and Strategic Investment Plan

FINANCIAL IMPACT OF RECOMMENDATION:

There is no financial impact related to receiving this report. Staff will return with cost estimates for a contract with the selected organization.

DISCUSSION:

Background

On June 5, 2018, the Richmond community approved measures E and K. These measures, known as "Richmond Kids First Initiative," outlined the creation of the Richmond Fund for Children and Youth (RFCY) and the Richmond Department of Children and Youth (RDCY). Measures E and K would be ratified and added into the Richmond City charter as Article 15.

Article 15, Section 8 "Strategic Investment Plan," denotes that all funding for Richmond youth via the RDCY and its oversight board must be guided by a Strategic Investment Plan (SIP), it requires: "Each Strategic Investment Plan shall set forth funding priorities for a three-year period and shall set forth a plan for overseeing and evaluating the Fund and the programs supported by the Fund. The Department of Children and Youth shall work with the Oversight Board to complete the Strategic Investment Plan and conduct a needs assessment." Additionally, Article 15 - Strategic Investment Plan(A)(B), further states the need for the SIP to be guided by a Community Needs Assessment (CNA). More specifically, the needs assessment needs to involve community meetings throughout the city, gathering input on the service needs of various

populations. Furthermore, the funding priorities in the Strategic Investment Plan shall be based on the community needs assessment and input from the community.

The first CNA/SIP RFP was released on December 10, 2019. Hatchuel, Tabernik & Associates (HTA) was chosen to develop a CNA/SIP that would guide the Richmond Department of Children and youth through FY 2021 – 24. The Needs Assessment and Strategic Plan established priority areas for City of Richmond youth. Each Priority Area received a percentage of funding based on community input via community surveys, workshops, and targeted stakeholder input. HTA identified the following priority areas and funding amounts as needs for the City of Richmond:

Behavioral Health, Mental Health	20% of funding
Education and Employment / Training Support	20% of funding
Out of School Time, After-school, Sports and Enrichment	20% of funding
Violence Prevention	20% of funding
Basic Needs	10% of funding
Information / Case Management	10% of funding

The department seeks to hire a consultant to support outreach and data collection, conduct a community needs assessment, and develop a strategic investment plan to inform the second three-year grant cycle of the Richmond Fund for Children and Youth. To meet these provisions, the Department drafted and released an RFP on Tuesday, June 20, 2023. Potential vendors were eligible to apply by completing an application via the City of Richmond’s BidsOnline web platform. All submittals were due to the department by noon on August 1, 2023. Staff received seven (7) responses to the RFP, with the following organizations interested in contracting with the City of Richmond on the CNA/SIP:

- Empathy in Action
- EVALCORP
- Initium
- Eli Patrick & Co.
- Courtney Lea LLC
- Linnett Loving LLC
- Valor

A review team, consisting of Department staff and Oversight Board members, will evaluate the vendors on their proposed plan to implement the project, their ability to substantiate their expertise in conducting needs assessments and strategic planning, the project timeline, and budget. Proposers must also demonstrate experience working in diverse populations and communities like Richmond. Staff anticipates that major goals will be accomplished on the following dates. This timeline encompasses all work needed to execute a contract with the selected vendor:

September 18	Reviewers receive RFP responses and score sheets
September 18 – October 9	Reviewers score and rank responses
October 11	Staff tabulates and returns rankings to scorers
October 16	Meeting with reviewers to finalize top three (3) scorers
October 17	Schedule interviews with final candidates
Week of October 30	Interviews with final candidates
November 6	Final vendor recommendation brought to oversight board
November 21	Department brings vendor recommendation to City Council



AGENDA REPORT

Department of
Children and Youth

DATE: September 18, 2023

TO: Members of the Richmond Fund for Children and Youth Oversight Board

FROM: LaShonda White, Director
Abdul Black, Senior Fellow of Marketing and Communications

SUBJECT: RICHMOND FUND FOR CHILDREN AND YOUTH/ DEPARTMENT OF CHILDREN AND YOUTH LOGO

STATEMENT OF THE ISSUE:

The Richmond Fund for Children and Youth (RFCY) and Richmond Department of Children and Youth (RDCY) are requesting Oversight Board approval of a logo to be used for brand recognition and marketing.

RECOMMENDED ACTION:

DISCUSS and APPROVE a logo for the Richmond Fund for Children & Youth

FINANCIAL IMPACT OF RECOMMENDATION:

There is no financial impact to receiving this report.

DISCUSSION:

The RFCY currently utilizes the city's logo with the name of the department in printed and online material. A personalized logo for the RFCY would serve as a powerful visual identity that fosters a sense of unity and pride among its residents and employees. It not only distinguishes the department from others but also communicates its unique values, culture, and aspirations, making it more relatable and memorable to the community it serves. Such branding can enhance transparency and trust while promoting civic engagement and a shared commitment to the city's growth and well-being.

The majority of Funds for Children and Youth in neighboring cities, such as Oakland, San Pablo, and Sacramento, have embraced the practice of implementing customized logos for their respective entities. Emulating the same tactics will ensure that we reach our target audience in a more effective manner.

NEXT STEPS:

The logo selected will be used on all official correspondence for the RFCY and the RDCY as well as its social media.

STAFF RECOMMENDATION:



**RICHMOND FUND FOR
CHILDREN & YOUTH**

ADDITIONAL OPTIONS:



Richmond Fund for Children and Youth