



**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 08/17/2021

ITEM NO: 13

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DATE: August 10, 2021

TO: Mayor and Town Council

FROM: Arn Andrews, Assistant Town Manager

SUBJECT: Authorize the Town Manager to Execute Agreements for Justice, Equity, Diversity, and Inclusion (JEDI) Consultant Services:

- a. American Leadership Forum Silicon Valley Insights (ALF) for External Community Efforts with an Expenditure Budget Adjustment in the Amount of \$54,000 from the General Fund Capital/Special Projects Reserve and
- b. ReadySet for Internal Town Organizational Work with an Expenditure Budget Adjustment in the Amount of \$50,000 from the General Fund Capital/Special Projects Reserve.

**RECOMMENDATION:**

Authorize the Town Manager to execute agreements for justice, equity, diversity, and inclusion (JEDI) consultant services:

- a. American Leadership Forum Silicon Valley Insights (ALF) for external community efforts with an expenditure budget adjustment in the amount of \$54,000 from the General Fund Capital/Special Projects Reserve and
- b. ReadySet for internal Town organizational work with an expenditure budget adjustment in the amount of \$50,000 from the General Fund Capital/Special Projects Reserve.

**BACKGROUND:**

The Town of Los Gatos has a long-standing commitment to being a diverse, supportive, equitable, and inclusive community. In the past year and a half, with racial justice issues at the forefront of national and local conversations, the Town has taken a more holistic approach to JEDI work. In January 2021, the Town Council unanimously agreed to add Diversity, Equity, and Inclusion to the 2021 – 2023 Strategic Priorities for Los Gatos.

**PREPARED BY:** Holly Zappala  
Management Analyst

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Reviewed by: Assistant Town Manager, Town Attorney, and Finance Director

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SUBJECT: Authorize the Town Manager to Execute Agreements for Justice, Equity, Diversity, and Inclusion Consultant Services

DATE: August 17, 2021

BACKGROUND (continued):

On March 23, 2021, the Council Policy Committee discussed a Town JEDI workplan (see Attachment 1) with input from the public. Based on community feedback, the Policy Committee discussed the Town hiring an independent consultant with JEDI expertise to help with both external and internal engagement processes and to more fully define the JEDI plan goals, objectives, specific actions, and metrics.

On April 6, 2021, the Town Council unanimously authorized the Town Manager to issue a Request for Proposals (RFP) to hire a consultant to assist with expanding and implementing the JEDI work plan and to inform how the Town can best approach JEDI goals both internally for the organization, and externally with the broader community and through Town partnerships with local organizations.

DISCUSSION:

On April 7, 2021, the Town issued the RFP for JEDI consultant services. The RFP was made available on the Town website and it was publicized on Town social media platforms and in the weekly Town Newsletter that is emailed to approximately 2,500 subscribers. In addition, several firms specializing in JEDI consulting work were contacted and informed about the RFP. Five firms submitted proposals by the deadline date. The submittals were reviewed and evaluated by a team of four Town staff members, each from a different Department. Each proposal was ranked on specific criteria, including qualifications and experience, organization and approach, accessibility, and completeness of the proposal. The top three ranked firms were then interviewed by the RFP evaluation team via teleconference. Following the interviews, two firms, ALF and ReadySet, rose to the top. Reference checks were conducted on each firm, with favorable feedback received for both.

Both ALF and ReadySet came through the evaluation process as the top-ranked firms. They each offer different strengths and services that complement different aspects of the JEDI work desired by the Town.

ALF specializes in external engagement and dialogue, leveraging community partnerships, and developing gap/overlap analysis. ALF would be able to engage with both Town leaders and community partners (including the Chamber of Commerce, faith-based organizations, service organizations, Los Gatos-Saratoga Recreation, local schools, etc.) to assess their level of understanding the current JEDI efforts and identify barriers and opportunities. Based on the recommendations gleaned from that process, ALF would set up metrics and objectives for the on-going process of engagement and dialogue with the community. They would also provide an assessment of gaps and overlaps in order to identify clear overarching goals for the Town's efforts. Additionally, ALF can serve in an advisory role to Town staff to assist with community workshop/meeting design and other work.

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DATE: August 17, 2021

DISCUSSION (continued):

ReadySet's strength lies in internal organizational assessment and roadmap development. ReadySet would be able to collaboratively design an internal JEDI survey, review existing Town processes and procedures, conduct interviews and focus groups with staff, review and analyze the findings, and develop a robust assessment of the organization. Based on the results of the assessment, ReadySet would facilitate planning sessions and support Town staff with the development of an internal roadmap. The roadmap would encompass a holistic, integrated strategy to support and further strengthen the Town's long-term internal organizational development around JEDI, including timelines and metrics to measure success and accountability.

CONCLUSION:

Based on the different strengths and services offered by ALF and ReadySet, staff recommends that the Town bifurcate the work and that the Town Council authorize the Town Manager to execute agreements with both ALF and ReadySet for JEDI consultant services.

ALF would handle the Town's external JEDI goals through Town partnerships with local organizations and the broader community. The draft ALF contract can be found as Attachment 2 to this report.

ReadySet would examine the Town's JEDI context internally. The draft ReadySet contract is Attachment 3 to this report.

ALTERNATIVES:

Alternatively, the Council may decide to:

1. Authorize the Town Manager to execute an agreement with ALF for external/community JEDI services only.
2. Authorize the Town Manager to execute an agreement with ReadySet for internal JEDI services only.
3. Not pursue JEDI work with either firm at this time.

COORDINATION:

This report was coordinated with the Finance Department, Town Attorney, and Town Manager's Office.

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and Inclusion Consultant Services

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FISCAL IMPACT:

The fiscal impact of executing agreements with both ALF and ReadySet for JEDI consultant services would result in an expenditure budget adjustment in the amount of \$104,000 from the General Fund Capital/Special Projects Reserve.

The fiscal impact of executing an agreement with ALF only would result in an expenditure budget adjustment in the amount of \$54,000.

The fiscal impact of executing an agreement with ReadySet only would result in an expenditure budget adjustment in the amount of \$50,000.

ENVIRONMENTAL ASSESSMENT:

This is not a project defined under CEQA, and no further action is required.

Attachments:

1. JEDI Work Plan
2. Draft Agreement for Services with ALF
3. Draft Agreement for Services with ReadySet

## **Justice, Equity, Diversity, and Inclusion 2021 Work Plan**

### **Town Operations**

1. Require all Town Departments to use a lens of justice, equity, diversity, and inclusion in the:
  - a. Development of the Town budget, Capital Improvement Program, General Plan (see more information below), and other guiding documents;
  - b. Delivery of Town services; and
  - c. Creation of all new programs, projects, and policies.
2. Examine all proposed policies and ordinances in the context of promoting, facilitating, and improving justice, equity, diversity, and inclusion in Los Gatos. This work will be done by the Council Policy Committee, appropriate Town Boards, Committees, and Commissions, and the Town Council.
3. Complete gender neutralization of the Town Code to eliminate older language that contains increasingly obsolete gender-specific terms such as “she,” “he,” “chairman,” “policeman,” and other gender-specific terminology that is not inclusive.

### **Community Engagement**

4. Expand the Town’s community engagement to include more black, indigenous, and people of color.
5. Continue its community conversations in 2021, including a review and discussion of the Police Department’s Use of Force Policy and other topics.

### **Town Boards, Committees, and Commissions**

6. Recruit Town Board, Committee, and Commission members to reflect diverse communities of color, identity, and backgrounds.
7. Incorporate diversity, equity, and inclusion into the work of all Town Boards, Committees and Commissions and to discuss these efforts with the Town Council and the public.

### **Transparency in Government**

8. Expand access to Town records and information to further demonstrate the Town’s commitment to transparency in governmental operations.

### **Police Reforms**

9. Review at a Town Council meeting, the quarterly progress made on Police Reforms, including independent investigations, mental health/homeless support, traffic stop data, and options for non-emergency calls.
10. Establish the Independent Police Auditor function and promote it to the community in hopes that people will feel comfortable coming forward with concerns and complaints.
11. Continue to strengthen the Police Department relationship with the County Behavioral Health services staff and Mobile Crisis Response Team.
12. Finalize collateral duties for the Police Department Vulnerable Population Coordinator.
13. Analyze and present more detailed traffic stop data to understand trends and determine appropriate actions.
14. Work toward the Police Chief’s goal for all Department personnel to exceed the minimum number of hours of training in de-escalation and crisis intervention.
15. Continuously review and update Department policies and procedures to ensure that it is employing the best practices for hiring, training, eliminating bias, and ensuring the public’s safety.

#### Town Personnel

16. Foster a more diverse workforce by updating job descriptions and minimum qualifications to encourage a broader set of candidates, promoting job opportunities using conventional and unconventional techniques to reach deeper into the talent pool, and encouraging professional development to expand skills and abilities.
17. Strengthen procedures to protect employees from bullying, racism, and other uncivil behavior.
18. Encourage justice, diversity, equity, and inclusion training for Town staff members and Departments.

#### Land Use

19. Complete the General Plan update, including a new Racial, Social, and Environmental Justice Element with its associated goals, policies, and implementation actions.
20. Prepare the Housing Element to plan for the housing needs of all segments of the population.

#### Communications

21. Communicate actively on social media and in other forums to reinforce messages of inclusion, belonging, and welcoming.

## **DRAFT AGREEMENT FOR EXTERNAL JUSTICE, EQUITY, DIVERSITY, AND INCLUSION CONSULTANT SERVICES**

THIS AGREEMENT is made and entered into on August 18, 2021 by and between TOWN OF LOS GATOS, a California municipal corporation, ("Town") and ALF Insights, American Leadership Forum, ("Consultant"), whose address is 1400 Parkmoor Avenue, #280, San Jose, CA 95126. This Agreement is made with reference to the following facts.

### **I. RECITALS**

- 1.1 The Town desires to engage Consultant to provide external/community Justice, Equity, Diversity, and Inclusion (JEDI) consultant services.
- 1.2 The Consultant represents and affirms that it is willing to perform the desired work pursuant to this Agreement.
- 1.3 Consultant warrants it possesses the distinct professional skills, qualifications, experience, and resources necessary to timely perform the services described in this Agreement. Consultant acknowledges Town has relied upon these warranties to retain Consultant.

### **II. AGREEMENTS**

- 2.1 Scope of Services. Consultant shall provide services as described in that certain Scope of Work, Timeline, and Fee Schedule sent to the Town on August 9, 2021, which is hereby incorporated by reference and attached as Exhibit A. Services include engagement with Town partners and Town leadership to assess the level of understanding of JEDI services and identify barriers and opportunities; recommendations, metrics and objectives for ongoing engagement with the community; an assessment of gaps and blind spots to identify clear overarching goals for the Town's efforts; and coaching support for Town staff.
- 2.2 Term and Time of Performance. This contract will remain in effect from August 18, 2021 to February 28, 2022. Consultant shall perform the services described in this agreement as follows:  
  
Phase I: Discovery: September – November 2021  
Phase II: Implementation: December 2021 – February 2022  
Advisement/Management: Throughout duration of contract
- 2.3 Compliance with Laws. The Consultant shall comply with all applicable laws, codes, ordinances, and regulations of governing federal, state and local laws. Consultant represents and warrants to Town that it has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Consultant to practice its



profession. Consultant shall maintain a Town of Los Gatos business license pursuant to Chapter 14 of the Code of the Town of Los Gatos.

- 2.4 **Sole Responsibility.** Consultant shall be responsible for employing or engaging all persons necessary to perform the services under this Agreement.
- 2.5 **Information/Report Handling.** All documents furnished to Consultant by the Town and all reports and supportive data prepared by the Consultant under this Agreement are the Town's property and shall be delivered to the Town upon the completion of Consultant's services or at the Town's written request. All reports, information, data, and exhibits prepared or assembled by Consultant in connection with the performance of its services pursuant to this Agreement are confidential until released by the Town to the public, and the Consultant shall not make any of these documents or information available to any individual or organization not employed by the Consultant or the Town without the written consent of the Town before such release. The Town acknowledges that the reports to be prepared by the Consultant pursuant to this Agreement are for the purpose of evaluating a defined project, and Town's use of the information contained in the reports prepared by the Consultant in connection with other projects shall be solely at Town's risk, unless Consultant expressly consents to such use in writing. Town further agrees that it will not appropriate any methodology or technique of Consultant which is and has been confirmed in writing by Consultant to be a trade secret of Consultant.
- 2.6 **Compensation.** Compensation for Consultant's professional services **shall not exceed \$54,000**, inclusive of all costs. Payment shall be based upon Town approval of each task.
- 2.7 **Billing.** Billing shall be monthly by invoice within thirty (30) days of the rendering of the service and shall be accompanied by a detailed explanation of the work performed by whom at what rate and on what date. Also, plans, specifications, documents or other pertinent materials shall be submitted for Town review, even if only in partial or draft form.

Payment shall be net thirty (30) days. All invoices and statements to the Town shall be addressed as follows:

Invoices:

Town of Los Gatos  
Attn: Accounts Payable  
P.O. Box 655  
Los Gatos, CA 95031-0655

- 2.8 **Availability of Records.** Consultant shall maintain the records supporting this billing for not less than three years following completion of the work under this Agreement. Consultant shall make these records available to authorized personnel of the Town at the Consultant's offices during business hours upon written request of the Town.



- 2.9 Assignability and Subcontracting. The services to be performed under this Agreement are unique and personal to the Consultant. No portion of these services shall be assigned or subcontracted without the written consent of the Town.
- 2.10 Independent Contractor. It is understood that the Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and not an agent or employee of the Town. As an independent contractor he/she shall not obtain any rights to retirement benefits or other benefits which accrue to Town employee(s). With prior written consent, the Consultant may perform some obligations under this Agreement by subcontracting, but may not delegate ultimate responsibility for performance or assign or transfer interests under this Agreement. Consultant agrees to testify in any litigation brought regarding the subject of the work to be performed under this Agreement. Consultant shall be compensated for its costs and expenses in preparing for, traveling to, and testifying in such matters at its then current hourly rates of compensation, unless such litigation is brought by Consultant or is based on allegations of Consultant's negligent performance or wrongdoing.
- 2.11 Conflict of Interest. Consultant understands that its professional responsibilities are solely to the Town. The Consultant has and shall not obtain any holding or interest within the Town of Los Gatos. Consultant has no business holdings or agreements with any individual member of the Staff or management of the Town or its representatives nor shall it enter into any such holdings or agreements. In addition, Consultant warrants that it does not presently and shall not acquire any direct or indirect interest adverse to those of the Town in the subject of this Agreement, and it shall immediately disassociate itself from such an interest, should it discover it has done so and shall, at the Town's sole discretion, divest itself of such interest. Consultant shall not knowingly and shall take reasonable steps to ensure that it does not employ a person having such an interest in this performance of this Agreement. If after employment of a person, Consultant discovers it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement, Consultant shall promptly notify Town of this employment relationship, and shall, at the Town's sole discretion, sever any such employment relationship.
- 2.12 Equal Employment Opportunity. Consultant warrants that it is an equal opportunity employer and shall comply with applicable regulations governing equal employment opportunity. Neither Consultant nor its subcontractors do and neither shall discriminate against persons employed or seeking employment with them on the basis of age, sex, color, race, marital status, sexual orientation, ancestry, physical or mental disability, national origin, religion, or medical condition, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment & Housing Act.

### **III. INSURANCE AND INDEMNIFICATION**

#### **3.1 Minimum Scope of Insurance:**

- i. Consultant agrees to have and maintain, for the duration of the contract, General Liability insurance policies insuring him/her and his/her firm to an amount not less than: one million dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage.
- ii. Consultant agrees to have and maintain for the duration of the contract, an Automobile Liability insurance policy ensuring him/her and his/her staff to an amount not less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.
- iii. Consultant shall provide to the Town all certificates of insurance, with original endorsements effecting coverage. Consultant agrees that all certificates and endorsements are to be received and approved by the Town before work commences.
- iv. Consultant agrees to have and maintain, for the duration of the contract, professional liability insurance in amounts not less than \$1,000,000 which is sufficient to insure Consultant for professional errors or omissions in the performance of the particular scope of work under this agreement.

**General Liability:**

- i. The Town, its officers, officials, employees and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of Consultant, premises owned or used by the Consultant. This requirement does not apply to the professional liability insurance required for professional errors and omissions.
- ii. The Consultant's insurance coverage shall be primary insurance as respects the Town, its officers, officials, employees and volunteers. Any insurance or self-insurances maintained by the Town, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town, its officers, officials, employees or volunteers.
- iv. The Consultant's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.



- 3.2 All Coverages. Each insurance policy required in this item shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Town. Current certification of such insurance shall be kept on file at all times during the term of this agreement with the Town Clerk.
- 3.3 Workers' Compensation. In addition to these policies, Consultant shall have and maintain Workers' Compensation insurance as required by California law and shall provide evidence of such policy to the Town before beginning services under this Agreement. Further, Consultant shall ensure that all subcontractors employed by Consultant provide the required Workers' Compensation insurance for their respective employees.
- 3.4 Indemnification. The Consultant shall save, keep, hold harmless and indemnify and defend the Town its officers, agent, employees and volunteers from all damages, liabilities, penalties, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of, or in the course of performing work which may be occasioned by a willful or negligent act or omissions of the Consultant, or any of the Consultant's officers, employees, or agents or any subconsultant.

#### IV. GENERAL TERMS

- 4.1 Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder, nor does waiver of a breach or default under this Agreement constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.
- 4.2 Governing Law. This Agreement, regardless of where executed, shall be governed by and construed to the laws of the State of California. Venue for any action regarding this Agreement shall be in the Superior Court of the County of Santa Clara.
- 4.3 Termination of Agreement. The Town and the Consultant shall have the right to terminate this agreement with or without cause by giving not less than fifteen days (15) written notice of termination. In the event of termination, the Consultant shall deliver to the Town all plans, files, documents, reports, performed to date by the Consultant. In the event of such termination, Town shall pay Consultant an amount that bears the same ratio to the maximum contract price as the work delivered to the Town bears to completed services contemplated under this Agreement, unless such termination is made for cause, in which event, compensation, if any, shall be adjusted in light of the particular facts and circumstances involved in such termination.
- 4.4 Amendment. No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by the Town and the Consultant.

4.5 Disputes. In any dispute over any aspect of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, including costs of appeal.

4.6 Notices. Any notice required to be given shall be deemed to be duly and properly given if mailed postage prepaid, and addressed to:

Town of Los Gatos  
Attn: Town Clerk  
110 E. Main Street  
Los Gatos, CA 95030

American Leadership Forum Silicon Valley  
1400 Parkmoor Avenue, #280  
San Jose, CA 95126

or personally delivered to Consultant to such address or such other address as Consultant designates in writing to Town.

4.7 Order of Precedence. In the event of any conflict, contradiction, or ambiguity between the terms and conditions of this Agreement in respect of the Products or Services and any attachments to this Agreement, then the terms and conditions of this Agreement shall prevail over attachments or other writings.

4.8 Entire Agreement. This Agreement, including all Exhibits, constitutes the complete and exclusive statement of the Agreement between the Town and Consultant. No terms, conditions, understandings or agreements purporting to modify or vary this Agreement, unless hereafter made in writing and signed by the party to be bound, shall be binding on either party.

IN WITNESS WHEREOF, the Town and Consultant have executed this Agreement.

Town of Los Gatos by:

Consultant, by:

\_\_\_\_\_  
Laurel Prevetti, Town Manager

Approved as to Form:

\_\_\_\_\_  
Robert Schultz, Town Attorney

\_\_\_\_\_  
Printed Name and Title

Attest:

\_\_\_\_\_  
Shelley Neis, MMC, CPMC  
Town Clerk



## Town of Los Gatos Justice, Equity, Diversity, and Inclusion (JEDI) Project

### ALF Insights, American Leadership Forum Silicon Valley

#### Scope of Work Revised

**Overall Approach and Philosophy** ALF Insights (ALFI) is committed to bringing groups of people together in spaces of productive tension in order to build deeper relationships that lead to the creation of powerful community impact. ALF Insights knows, through its many years of working with diverse groups, that the creation and maintenance of relationships is critical for the success of any impact-based team. In order for members of a team to begin to engage with the work at hand, they have to be able to successfully take risks with each other in order for the ultimate products to have full buy-in and be responsive to the organization's and the community's needs. The ability for members to authentically share their personal and professional value propositions, and to seek common ground, is inherently connected to the quality of relationship within the team.

Along with developing the community's ability to have productive dialogue, ALF Insights layers into this work an intentional lens of race equity through an analysis of power and education on root cause analysis. This work, done in networks designed to create impact, is essential to the final products. *In order to achieve this, ALF SV works to design a highly personalized program that will move both relationships and impact forward.* It is important to note that this is not a linear process as vigorous, generative impact teams are a picture of evolving social relationships **AND** a robust platform for sustained production and impact.

#### Implementation and Mechanisms for Engaging the Community

ALFI intends to scope the work on the first two priority work items listed in Addendum No.2. As we look to engage the groups identified in the RFP, ALFI believes it is crucial to create a replicable framework for community engagement that will stand the test of time. This is not only good for community relationships, it allows for more efficient activation processes to gain input from the people of Los Gatos utilizing an already developed network of leaders from across the community.

As ALF considers the **spectrum of engagement**, we look at the following framework:

- **What is the intent or purpose of the engagement?** (Inform, Educate, Collaborate, Input)
- **What is the process for ensuring diversity of feedback within manageable settings?** (Authenticity, Technological Solutions, Leveraging Existing Networks, Effective Meeting Structures)
- **What is the feedback mechanism to and for the community?** (Transparency)
- **What is the engagement plan for the life of the project?** (Approval, Build, After Build)

Having the Town of Los Gatos consider this framework from the beginning is critical to creating a frame that sets up the community for productive dialogue across differences of opinion. It also sets up the community to be a part of an on-going process of engagement, improves relationships between the Town of Los Gatos and community groups, and allows for the Town to realistically resource the engagement end of their projects. The creation of a core impact network and sustained community engagement model allows for the development of critical relationships across different sectors, spheres

Exhibit A



of influence, viewpoints and methodologies. These dialogue and engagement opportunities will ultimately support the Town of Los Gatos in the realization of the 2021 JEDI Plan.

**Overall Project Goals** ALFI believes that this work happens over time, is not linear, and takes an emphasis on authentic engagement, high quality dialogue across spaces of tension and difference and clear goals and outcomes. The goals below are based on Priority Work Areas #1 from Addendum No. 2.

- To strengthen the 2021 work plan with goals, objectives, and metrics for efforts externally with the broader community through leveraging current Town partnerships and identifying new partners. This includes specifically:
  - Building out engagement to include more Black, Indigenous, and People of Color.
  - Continuing community conversations in 2021, including a review and discussion of the Police Department's Use of Force Policy and other topics as identified.

#### **Detailed Scope of Work, Timeline and Fee Schedule**

The scope of work for this project is based on the above listed overall goals. The intent of the scope is to provide clarity for both ALFI and the Town of Los Gatos (TLG) about expectations and deliverables against the stated goals. ALFI recognizes that over the course of a project, things may occur that require the project to pivot in a new direction or by the same token, demonstrate restraint in which direction to focus on. The costs indicated below are a reflection of both the scope and this need to be nimble and responsive to the needs of the project. Please note that the main point of contact will be Jenny Niklaus, ALFI Principal. She will coordinate the work of all faculty that are used for the project. The roles of the faculty will be refined through the final negotiation process. The cost and timeline below is based on a six month engagement. Please note that we believe in order for this project to be successful, it will require 12-24 months of work. As it is scoped now, there is no plan for the engagement of the community beyond the initial discovery phase.

<b><u>Phases</u></b>	<b><u>ALF Insights Project Management and Facilitation</u></b> <b><u>Town of Los Gatos JEDI Services</u></b>
<b><u>Work Streams</u></b>	<p><b>Discovery</b></p> <ul style="list-style-type: none"> <li>• Engage community partners and stakeholders through meetings with the group and group leaders to assess their level of understanding the current JEDI efforts, identify barriers and opportunities and create buy-in to the process.               <ul style="list-style-type: none"> <li>○ Community groups include the Los Gatos Chamber of Commerce, Los Gatos Anti-Racism Coalition, faith-based organizations, service organizations, Los Gatos Saratoga Recreation, local schools, and other identified community leaders.</li> </ul> </li> </ul> <p><b>Implementation</b></p>

	<ul style="list-style-type: none"> <li>Based on the recommendations gleaned through the discovery process, ALFI will set up metrics and objectives for the on-going process of engagement and dialogue with the community.</li> <li>Based on the engagement detailed above, ALFI will provide an assessment of gaps and blind spots in order to identify clear overarching goals for the Town's efforts.</li> </ul> <p><b>Advisement/Management</b></p> <ul style="list-style-type: none"> <li>Work with the City Manager and city staff to provide coaching around the implementation of the project.</li> <li>Meeting and coordination for the project</li> </ul>
<b><u>Deliverables</u></b>	<p><b>Discovery</b></p> <ul style="list-style-type: none"> <li>Conduct meetings with community partners and city leadership and produce a written report that identifies the level of understanding of the current JEDI efforts and the barriers and opportunities that are perceived by the various groups.</li> <li>Make recommendations as to next steps in the development of the JEDI goals and on-going engagement structure for the community.</li> </ul> <p><b>Implementation</b></p> <ul style="list-style-type: none"> <li>Deliver structure and objectives for the on-going process of community engagement.</li> <li>Deliver an assessment of gaps and blind spots within the plan along with recommended additions, deletions and points of clarity in the plan.</li> </ul> <p><b>Advisement/Management</b></p> <ul style="list-style-type: none"> <li>Provision of coaching support for city staff</li> <li>Planning and coordination meetings with city team, other consultants and ALFI team</li> </ul>
<b><u>Total Cost</u></b>	<b>\$54,000</b>



# Town of Los Gatos: JEDI Plan Timeline and Fee Schedule Revised

Year	Month	Deliverables	Team Member	Cost
2021-2022	3 months: Discovery	Conduct meetings with community partners and city leadership and produce a written report that identifies the level of understanding of the current JEDI efforts and the barriers and opportunities that are perceived by the various groups.	Jenny Niklaus (40 hours per month)	\$20,000
		Make recommendations as to next steps in the development of the JEDI goals and on-going engagement structure of the community.	2 Faculty (20 hours per month)	\$10,000
	2-3 months: Implementation	Deliver structure and objectives for the on-going process of community engagement.	Jenny Niklaus (40 hours total)	\$7,000
		Deliver an assessment of gaps and blind spots within the plan along with recommended additions, deletions and points of clarity in the plan.		
	Advisement/Management	Provision of coaching support for city staff	Jenny Niklaus (16 hours per month)	\$17,000
		Planning and coordination meetings with city team, other consultants and ALFI team		
				\$54,000

## **DRAFT AGREEMENT FOR INTERNAL JUSTICE, EQUITY, DIVERSITY, AND INCLUSION CONSULTANT SERVICES**

THIS AGREEMENT is made and entered into on August 18, 2021 by and between TOWN OF LOS GATOS, a California municipal corporation, ("Town") and ReadySet ("Consultant"), whose address is 4505 S. Slauson Avenue #205, Los Angeles, CA 90230 (headquarters) and 548 Market Street, PMB 98302, San Francisco, CA 94104 (mailing). This Agreement is made with reference to the following facts.

### **I. RECITALS**

- 1.1 The Town desires to engage Consultant to provide internal Justice, Equity, Diversity, and Inclusion (JEDI) consultant services.
- 1.2 The Consultant represents and affirms that it is willing to perform the desired work pursuant to this Agreement.
- 1.3 Consultant warrants it possesses the distinct professional skills, qualifications, experience, and resources necessary to timely perform the services described in this Agreement. Consultant acknowledges Town has relied upon these warranties to retain Consultant.

### **II. AGREEMENTS**

- 2.1 Scope of Services. Consultant shall provide services as described in that certain Proposal for Justice, Equity, Diversity, and Inclusion Consultant Services sent to the Town on August 10, 2021, which is hereby incorporated by reference and attached as Exhibit A. Services include internal organizational assessment and roadmap development.
- 2.2 Term and Time of Performance. This contract will remain in effect from August 18, 2021 to December 31, 2021. Consultant shall perform the services described in this agreement as follows:  
  
Phase I: Organizational Assessment: September – October 2021  
Phase II: Roadmap Development: November – December 2021
- 2.3 Compliance with Laws. The Consultant shall comply with all applicable laws, codes, ordinances, and regulations of governing federal, state and local laws. Consultant represents and warrants to Town that it has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Consultant to practice its profession. Consultant shall maintain a Town of Los Gatos business license pursuant to Chapter 14 of the Code of the Town of Los Gatos.
- 2.4 Sole Responsibility. Consultant shall be responsible for employing or engaging all persons necessary to perform the services under this Agreement.

- 2.5 Information/Report Handling. All documents furnished to Consultant by the Town and all reports and supportive data prepared by the Consultant under this Agreement are the Town's property and shall be delivered to the Town upon the completion of Consultant's services or at the Town's written request. All reports, information, data, and exhibits prepared or assembled by Consultant in connection with the performance of its services pursuant to this Agreement are confidential until released by the Town to the public, and the Consultant shall not make any of these documents or information available to any individual or organization not employed by the Consultant or the Town without the written consent of the Town before such release. The Town acknowledges that the reports to be prepared by the Consultant pursuant to this Agreement are for the purpose of evaluating a defined project, and Town's use of the information contained in the reports prepared by the Consultant in connection with other projects shall be solely at Town's risk, unless Consultant expressly consents to such use in writing. Town further agrees that it will not appropriate any methodology or technique of Consultant which is and has been confirmed in writing by Consultant to be a trade secret of Consultant.
- 2.6 Compensation. Compensation for Consultant's professional services **shall not exceed \$50,000**, inclusive of all costs. Payment shall be based upon Town approval of each task.
- 2.7 Billing. Billing shall be monthly by invoice within thirty (30) days of the rendering of the service and shall be accompanied by a detailed explanation of the work performed by whom at what rate and on what date. Also, plans, specifications, documents or other pertinent materials shall be submitted for Town review, even if only in partial or draft form.
- Payment shall be net thirty (30) days. All invoices and statements to the Town shall be addressed as follows:
- Invoices:  
Town of Los Gatos  
Attn: Accounts Payable  
P.O. Box 655  
Los Gatos, CA 95031-0655
- 2.8 Availability of Records. Consultant shall maintain the records supporting this billing for not less than three years following completion of the work under this Agreement. Consultant shall make these records available to authorized personnel of the Town at the Consultant's offices during business hours upon written request of the Town.
- 2.9 Assignability and Subcontracting. The services to be performed under this Agreement are unique and personal to the Consultant. No portion of these services shall be assigned or subcontracted without the written consent of the Town.

- 2.10 Independent Contractor. It is understood that the Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and not an agent or employee of the Town. As an independent contractor he/she shall not obtain any rights to retirement benefits or other benefits which accrue to Town employee(s). With prior written consent, the Consultant may perform some obligations under this Agreement by subcontracting, but may not delegate ultimate responsibility for performance or assign or transfer interests under this Agreement. Consultant agrees to testify in any litigation brought regarding the subject of the work to be performed under this Agreement. Consultant shall be compensated for its costs and expenses in preparing for, traveling to, and testifying in such matters at its then current hourly rates of compensation, unless such litigation is brought by Consultant or is based on allegations of Consultant's negligent performance or wrongdoing.
- 2.11 Conflict of Interest. Consultant understands that its professional responsibilities are solely to the Town. The Consultant has and shall not obtain any holding or interest within the Town of Los Gatos. Consultant has no business holdings or agreements with any individual member of the Staff or management of the Town or its representatives nor shall it enter into any such holdings or agreements. In addition, Consultant warrants that it does not presently and shall not acquire any direct or indirect interest adverse to those of the Town in the subject of this Agreement, and it shall immediately disassociate itself from such an interest, should it discover it has done so and shall, at the Town's sole discretion, divest itself of such interest. Consultant shall not knowingly and shall take reasonable steps to ensure that it does not employ a person having such an interest in this performance of this Agreement. If after employment of a person, Consultant discovers it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement, Consultant shall promptly notify Town of this employment relationship, and shall, at the Town's sole discretion, sever any such employment relationship.
- 2.12 Equal Employment Opportunity. Consultant warrants that it is an equal opportunity employer and shall comply with applicable regulations governing equal employment opportunity. Neither Consultant nor its subcontractors do and neither shall discriminate against persons employed or seeking employment with them on the basis of age, sex, color, race, marital status, sexual orientation, ancestry, physical or mental disability, national origin, religion, or medical condition, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment & Housing Act.

### **III. INSURANCE AND INDEMNIFICATION**

- 3.1 Minimum Scope of Insurance:
- i. Consultant agrees to have and maintain, for the duration of the contract, General Liability insurance policies insuring him/her and his/her firm to an amount not less than: one million dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage

- ii. Consultant shall provide to the Town all certificates of insurance, with original endorsements effecting coverage. Consultant agrees that all certificates and endorsements are to be received and approved by the Town before work commences.
- iii. Consultant agrees to have and maintain, for the duration of the contract, professional liability insurance in amounts not less than \$1,000,000 which is sufficient to insure Consultant for professional errors or omissions in the performance of the particular scope of work under this agreement.

General Liability:

- i. The Town, its officers, officials, employees and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of Consultant, premises owned or used by the Consultant. This requirement does not apply to the professional liability insurance required for professional errors and omissions.
- ii. The Consultant's insurance coverage shall be primary insurance as respects the Town, its officers, officials, employees and volunteers. Any insurance or self-insurances maintained by the Town, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town, its officers, officials, employees or volunteers.
- iv. The Consultant's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

- 3.2 All Coverages. Each insurance policy required in this item shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Town. Current certification of such insurance shall be kept on file at all times during the term of this agreement with the Town Clerk.
- 3.3 Workers' Compensation. In addition to these policies, Consultant shall have and maintain Workers' Compensation insurance as required by California law and shall provide evidence of such policy to the Town before beginning services under this Agreement. Further,

Consultant shall ensure that all subcontractors employed by Consultant provide the required Workers' Compensation insurance for their respective employees.

- 3.4 Indemnification. The Consultant shall save, keep, hold harmless and indemnify and defend the Town its officers, agent, employees and volunteers from all damages, liabilities, penalties, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of, or in the course of performing work which may be occasioned by a willful or negligent act or omissions of the Consultant, or any of the Consultant's officers, employees, or agents or any subconsultant.

#### **IV. GENERAL TERMS**

- 4.1 Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder, nor does waiver of a breach or default under this Agreement constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.
- 4.2 Governing Law. This Agreement, regardless of where executed, shall be governed by and construed to the laws of the State of California. Venue for any action regarding this Agreement shall be in the Superior Court of the County of Santa Clara.
- 4.3 Termination of Agreement. The Town and the Consultant shall have the right to terminate this agreement with or without cause by giving not less than fifteen days (15) written notice of termination. In the event of termination, the Consultant shall deliver to the Town all plans, files, documents, reports, performed to date by the Consultant. In the event of such termination, Town shall pay Consultant an amount that bears the same ratio to the maximum contract price as the work delivered to the Town bears to completed services contemplated under this Agreement, unless such termination is made for cause, in which event, compensation, if any, shall be adjusted in light of the particular facts and circumstances involved in such termination.
- 4.4 Amendment. No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by the Town and the Consultant.
- 4.5 Disputes. In any dispute over any aspect of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, including costs of appeal.
- 4.6 Notices. Any notice required to be given shall be deemed to be duly and properly given if mailed postage prepaid, and addressed to:

Town of Los Gatos  
Attn: Town Clerk  
110 E. Main Street  
Los Gatos, CA 95030

ReadySet  
548 Market Street PMB 98302  
San Francisco, CA 94104

or personally delivered to Consultant to such address or such other address as Consultant designates in writing to Town.

- 4.7 Order of Precedence. In the event of any conflict, contradiction, or ambiguity between the terms and conditions of this Agreement in respect of the Products or Services and any attachments to this Agreement, then the terms and conditions of this Agreement shall prevail over attachments or other writings.
- 4.8 Entire Agreement. This Agreement, including all Exhibits, constitutes the complete and exclusive statement of the Agreement between the Town and Consultant. No terms, conditions, understandings or agreements purporting to modify or vary this Agreement, unless hereafter made in writing and signed by the party to be bound, shall be binding on either party.

IN WITNESS WHEREOF, the Town and Consultant have executed this Agreement.

Town of Los Gatos by:

Consultant, by:

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Laurel Prevetti, Town Manager

Approved as to Form:

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Robert Schultz, Town Attorney

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Printed Name and Title

Attest:

---

Shelley Neis, MMC, CPMC  
Town Clerk





## Request For Proposal (RFP)

for

***JUSTICE, EQUITY, DIVERSITY, AND INCLUSION CONSULTANT SERVICES***

### **CONTACT INFORMATION**

**Contact Person:** Rachel Marcuse, Chief Operating Officer

**Phone Number:** (718) 216-4152

**E-mail Address:** [inbound@thereadysset.co](mailto:inbound@thereadysset.co)

**HQ Address:** 4505 S. Slauson Ave #205

Los Angeles, CA 90230

**Mailing Address:** 548 Market St. PMB 98302

San Francisco, CA 94104

# COVER LETTER

## Purpose

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The Town of Los Gatos (Town) is seeking proposals from qualified professional consultants (Proposers) to provide justice, equity, diversity, and inclusion (JEDI) consultant services. The Town intends to select a consultant to help expand and implement the 2021 work plan to inform how the Town can best approach JEDI goals both internally for the organization, and also externally with the broader community and through Town partnerships with local organizations. This document constitutes a proposal by [ReadySet](#) in response to the *Request for Proposals for a Diversity, Equity and Inclusion Consultant*, as a firm who can take the lead in the design, development, and implementation of these tasks.

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## ABOUT US

### Who Are We?

ReadySet is a high-touch boutique consulting firm specializing in making more human-centric, inclusive work environments for clients spanning across industries from tech, to nonprofits, to social change organizations. Our team leverages decades of academic and professional experience to bring you tailored, data-driven strategies and learning solutions.

### Our Philosophy

ReadySet is a values-based organization and our human centered values are embedded into all the work that we do. The work surrounding diversity, equity and inclusion can be challenging and complex, so we always lead with **empathy** and operate with a **growth mindset**. We aim to bring people and organizations along in their JEDI journey, while pushing them to grow. We also know that engaging with JEDI work is an iterative process that takes time and intention to be done well and sustainably, but we approach this challenge **enthusiastically** -- it is our calling. We find **creative** solutions for JEDI challenges through our high-touch, personalized process. Above all, we value **integrity**. With Los Gatos, our ultimate goal is to partner in developing the Town's approach to its JEDI goals through expanding and implementing elements of the 2021 work plan. In doing so, we aim to further the Town's mission of building an inclusive workplace internally and in supporting its broader community externally.

### Our Approach

While no one has perfected justice, equity, diversity, and inclusion (JEDI), we strive for better practices for our public sector clients through:

- Tailored and Integrated Design – The government context is unique and for Los Gatos this is especially the case. A successful JEDI integration must then be strategically embedded across all parts of Los Gatos from internal practices to external programming.
- Participatory and Consultative Approach – ReadySet also believes that a collaborative approach is most conducive for the successful implementation of JEDI work. Clients and stakeholders will be involved in all phases of our potential engagement.
- Understanding Intersectionality – As a company founded and led by a woman of color with a background in social and civil justice work, we believe that JEDI approaches that leave people behind cannot truly be considered effective. We strive to incorporate our team’s own diverse identities and perspectives into our work.
- Emphasizing Data – To ensure we drive successful initiatives that are targeted and high impact, we ground our work in data collected during the assessment and best practice research to develop a baseline to benchmark our initiatives in the long term.
- Building Capacity Using Adaptive Learning Methods – Our pedagogical approach utilizes a range of different types of learning with an emphasis on interaction. We build individuals’ capacity through highly interactive and experiential learning. We emphasize practical application of tools that participants can immediately implement.

## Our Experience

Our seasoned network of consultants is composed of professionals with decades of experience organizing around justice, equity, diversity, and inclusion (JEDI) as well as a deep mastery in the areas of learning and development, strengths-based management, people policy, organizational development and sexual harassment prevention. Our incredibly diverse team also exists on the spectrum of identities and backgrounds; over half are women-identified, over half are People of Color and more than a third are LGBTQ+. In addition to identity aspects, we bring a breadth of experience in academia -- several of our consultants have PhDs in their respective subject areas -- and as practitioners in a multiplicity of industries, including non-profit and social impact organizations (Team Bios found in [Addendum](#) and [website](#)). Importantly, we are familiar with the nuances of community engagement in the government context, with specific experience in police reform.

## REVIEW OF SCOPE OF SERVICES

### Overview of Our Plan

The work that the Town of Los Gatos is doing to address justice, equity, diversity, and inclusion (JEDI) matters is commendable. Recognizing the value that a JEDI focused consultancy can bring to the Town demonstrates the priority and value placed on this endeavor and indicates the importance of the investment the Town has made in making significant progress towards its 2021 JEDI work plan. ReadySet

will collaborate with the Town to finalize a comprehensive scope of assessment services including their strategic development and tactical implementation -- with a focus on the internal staff team.

While the final Scope of Services will be determined by the Town, ReadySet's support may include the following:

- A comprehensive organizational assessment to achieve a deep understanding of the Town's current cultural context and specific needs, keeping in mind the Town's current JEDI plan, values, mission, and context. Activities may include: survey data analysis, comprehensive review of internal documents, and interviews with a diverse range of stakeholders to understand areas of concern as well as bright spots to build on.
- Advise and support on implementation of strategic activities and accountability mechanisms through measurable goals, objectives, and metrics.
- Develop a comprehensive and tailored training curriculum aligned with JEDI strategies and goals. The information gathered during the customized assessment will inform tailoring of learning and development sessions.

## Proposed Activities

As part of this engagement, we propose the following activities:

#1 Organizational Assessment & Needs-Gap Analysis	
We will conduct a comprehensive organizational assessment to achieve a deep understanding of the Town of Los Gatos current cultural context, leadership vision, and specific needs, keeping in mind their values, mission, context. Given the extensive work done prior to our potential partnership, we will be in a strong position to support a plan that is already in progress. The data collected during the assessment will identify any potential gaps of how JEDI fits into and informs organizational processes and other related policies. From that point, we will provide a baseline from which to measure success, as well as incorporating community perceptions and fluency around JEDI with a focus on the internal staff team.	
Scope	Work Process
<p><b>Goal:</b> To establish a baseline understanding of opportunities and areas of growth in the Town's current operating context, culture and 2021 JEDI Strategic plan.</p> <p><b>Activities will include:</b></p>	<p>Survey design and implementation (3-4 weeks)</p> <hr/>

- Survey Analysis -- ReadySet will work collaboratively with the Town to design a JEDI/engagement survey -- ReadySet highly recommends contracting with a third party survey provider.
- Policy Review - ReadySet will review pertinent written materials related to Town's JEDI infrastructure and culture, people processes (i.e., practices from recruitment → offboarding), and internal and external communication.
- Qualitative Assessment - Conduct independent interviews and focus groups, to obtain additional feedback and provide qualitative assessment of DEI within the staff group.
- Findings Analysis & Presentation: The data collected will be analyzed to ascertain alignment with best practices, target focus areas and assign priorities/ next steps.

Data Analysis of current documents (2-3 weeks)

1:1 Stakeholder interviews and focus groups (8 -10 participants per focus group)

Analysis and synthesis of quantitative and qualitative data sources

#### **Deliverables:**

- Data visualization (graphs) and insights for Findings Document
- Findings & Recommendations Deck
- 90-minute report out to leadership

## **#2 Roadmap Development**

After examining the Town's organizational context and practices, we will move into the strategy phase of the engagement. We will work in close collaboration with the Town's Leadership Team to develop a holistic, integrated strategy that will support and further strengthen the Town's long-term internal organizational development around diversity, equity and inclusion.

**Scope**

**Work Process**

**Goal:** To develop an actionable roadmap to support the Town in actioning on their 2021 JEDI Strategy in alignment with the findings & recommendations from assessment and needs-gap analysis.

**Activities will include:**

- Strategic Alignment Sessions: A series of executive sessions facilitated by ReadySet to drive strategic next steps. During these discussion(s), leaders will be encouraged to provide feedback on the data gathered and trends observed, share personal experiences and priorities related to JEDI and consider how these recommendations align with high-level goals for the organization in the 2021 JEDI plan.
- Roadmap Development: Bank of advisory hours for roadmap development /implementation of the 2021 JEDI Strategy. These hours can be used for developing timelines and building metrics to measure success and accountability. ReadySet will advise and offer direct support on key activities and initiatives as necessary.

1x Kick Of Meeting

3x Executive Sessions

Bank of 20 hours available ad hoc for roadmap development including metrics/timeline/benchmarking

**Deliverables:**

- 3X Executive Sessions
- ReadySet will support on the strategic plan itself but not be responsible for delivering it

## Proposed Timeline and Budget

The estimated completion dates and budget for the proposed activities is as follows and incorporates our non-profit discount. The estimated completion dates and fee schedule for the proposed activities is as follows and incorporates our non-profit discount. Please note that these dates and prices will be finalized as part of scoping and contracting conversations. This is only a sample schedule. Our team is available to start in September, 2021.

Phase 1: Organizational Assessment			
Work Process	Staffing/Hours	Timeline	Pricing
<i>Survey Analysis and Document Review</i>	Co-design of JEDI survey and ReadySet People Science team data analysis (up to 15 hours)  Document Review (up to 15 hours)	September/ October	
<i>Interviews and Focus Groups</i>	Up to 35 hours for up to 1:1 interviews and focus groups, includes additional hours for coordination and project management. Aim to talk to 25 - 50 people through 1:1s and Focus Groups (up to 30 hours)		
<i>Findings Synthesis</i>	Review and synthesis of findings (up to 30 hours)  One 90-minute report-back to Task Force and/or Leadership (optional report back to full staff team \$2,000 not scoped)		
	<b>Phase #1 Total:</b>		<b>\$36,000</b>

Phase 2: Roadmap Development			
Work Process	Staffing/Hours	Timeline	Pricing



<i>Strategic Planning Sessions</i>	Three (3) 90-minute collaborative working sessions		\$9,000 for 3 working sessions
<i>Roadmap Development</i>	Advisory on strategic plan/roadmap and/or metrics (up to 15 hours)	November/December	Up to 15 hours at a discounted price
	<b>Phase #2 Total:</b>		<b>\$14,000</b>

## Cost Structure

Compensation will be billed at the rates elaborated in the budget above. Typically, we expect the only expenses for our engagement to be travel-related to account for on-site assessments, presentation of deliverables and training sessions. However, we expect to use video/phone calls for many if not all elements of the engagement given our current public health climate.

ReadySet uses the GSA guidelines for expense reimbursements which will be passed through to the client on monthly invoices.

## EXPERIENCE & EXPERTISE

### Qualifications

ReadySet's past and present client roster spans the gamut of professional arenas. Our recent work has included multiple non-profit, public sector and government entities at all sizes, including large-scale, long-term engagements. We are also specifically adept to the unique needs of these types of organizations in the State of California due to multiple past engagements. Our high-touch, highly tailored approach allows our consultants to readily adapt to the unique structural needs and goals of government client work. We are especially sensitive to the nature of confidentiality and legal needs in these institutions and the impact this work can make on both institutional employees as well as the constituent communities these institutions serve.

Our collective team has deep, diversified experience in public policy, social justice and community engagement. Our CEO and founder, Y-Vonne Hutchinson, comes from a background in human rights law where she worked on law and policing reform at an international scale in countries such as Thailand and Afghanistan. She has also co-founded the Black Tech for Black Lives group in Oakland, which focused on issues of police reform in the Oakland area. She, along with additional consultants, have extensive experience developing spaces for conversation and actionable change between government and grassroots community organizations.

As ReadySet has grown, we have honed our ability to advise on community engagements and external public programming from varying and wide-spanning perspectives, using holistic, tailored, evidence-based approaches. Most recently, we began a far-reaching engagement with the California State Assembly, evaluating JEDI needs and concerns, strategizing for the future potential of this branch of state government and embedding into the fabric of the institution to actively implement said strategies in tandem with government leaders. Additionally, we have a strong past of interfacing and strategizing with government-adjacent and public service organizations of all sizes and at all stages of their JEDI journeys including the California Food Bank, NextGen America, Code For America and Mercy Housing. We pride ourselves on learning and growing along with each client as we explore the JEDI opportunities that exist within their organizations as well as identifying larger patterns in each sector to apply to future work.

## Team and Resources

ReadySet currently works with thirty consultants and facilitators who, based on their particular area of expertise, are able to lead and/or support any aspect of the work needed by the Town of Los Gatos.

Detailed bios can be found in our [Team page](#) or in the Addendum.

## References

*Due to ReadySet's strict confidentiality policies, we are unable to share details of services or contract amounts for past or current clients.*

1. NextGen America	
Keith Yetter	Chief Operating Officer
<a href="mailto:keith.yetter@nextgenamerica.org">keith.yetter@nextgenamerica.org</a>	+1 (805) 748-4856
July-November, 2020	Address
<b>Summary of Activities:</b> ERG design, DEI Council development, executive coaching and tailored trainings for leaders, employee trainings at all levels, HR and communications initiatives	

2. Mercy Housing	
Jennifer Covert	Director of Mission Education and Values Integration
<a href="mailto:jcovert@mercyhousing.org">jcovert@mercyhousing.org</a>	+1 (303)-830-3485
Contract Period	1600 Broadway, Denver, CO 80202
<b>Summary of Activities:</b> Highly tailored workshops for wide-spanning and more targeted groups, DEI strategy and solution implementation, additional advisory	
3. University of California San Francisco	
Jyothi Marbin	Director of the Pediatrics Leadership Program for the Underserved
<a href="mailto:jyothi.marbin@gmail.com">jyothi.marbin@gmail.com</a>	(510) 642-5482
February-November, 2020	505 Parnassus Ave, San Francisco, CA 94143
<b>Summary of Activities:</b> Multiple customized workshops at all levels, facilitated discussions, strategic progress evaluation, additional advisory	

## OTHER ELEMENTS OF THE WORK

### Notable Considerations

For clarity, we believe it is also important to lay out what ReadySet will not be working on as part of this engagement. We will not be providing the following:

- **Employment law;** while we are well-versed in national employment law issues and have lawyers on our team, we will not be serving as outside counsel.
- **Administration and coordination;** while we will work with the organization on scheduling and coordination as related to our work as part of the billable hours or any other micro administration better handled in-house by the Town itself.

## Project Management and Support

The Town's point of contact through the RFP process will be Rachel Marcuse at [inbound@thereadysset.co](mailto:inbound@thereadysset.co). After contracting, the Town will be coordinating with the assigned project lead and consultant(s) directly.

At ReadySet, we pride ourselves on our responsiveness. We expect to be available on the same day for urgent issues, within 24 hours for time sensitive issues and within 72 hours for other email or phone correspondence. Some of our consultants are with us part time so we ask for your flexibility with scheduling.

## NEXT STEPS

We hope this proposal addresses your needs. We look forward to talking through this proposal with you in more detail and incorporating your thoughts and clarifications. If we decide to move forward, we will follow-up with our standard services agreement. Please reach out to your point of contact, Chief Operating Officer, Rachel Marcuse, with questions or further details.