

CONSULTANT: MGT of America Consulting, LLC
CONTACT PERSON: Dr. Lamont Browne, VP DEI Solutions
ADDRESS: 4320 W Kennedy Blvd,
Tampa, FL 33609
FEDERAL TAX ID NUMBER/U.B.I. NUMBER: 81-0878597 / 603-610-812
TELEPHONE NUMBER: 215.221.4718
COUNTY DEPT: Executive's Office
Office of Social Justice
DEPT. CONTACT PERSON: Annie Cole
TELEPHONE: 425-388-3941(w) or
425-583-9821(c)
PROJECT: Equity Study
AMOUNT: \$174,500
FUND SOURCE: 100.521169904101
CONTRACT DURATION: Execution through December 31, 2023,
unless extended pursuant to
Section 2 hereof

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT (the "Agreement") is made by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the "County") and MGT of America Consulting, LLC, a Limited Liability Company incorporated in the State of Florida, licensed to do business in the State of Washington, (the "Consultant"). In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. Purpose of Agreement; Scope of Services. The purpose of this Agreement is to contract for consulting services to perform an Equity Study. The scope of services is as defined in Schedule A attached hereto and by this reference made a part hereof. This Agreement is the product of County RFP No. 22-023BC, Equity Study.

The services shall be performed in accordance with the requirements of this Agreement and with generally accepted practices prevailing in the western Washington region in the occupation or industry in which the Consultant practices or operates at the time the services are performed. The Consultant shall perform the work in a timely manner and in accordance with the terms of this Agreement. Any materials or equipment used by the Consultant in connection with performing the services shall be of good quality. The Consultant represents that it is fully qualified to perform the services to be performed under this Agreement in a competent and professional manner.

The Consultant will prepare and present status reports and other information regarding performance of the Agreement as the County may request.

2. Term of Agreement; Time of Performance. This Agreement shall be effective upon Execution (the “Effective Date”) and shall terminate on December 31, 2023, PROVIDED, HOWEVER, that the term of this Agreement may be extended or renewed for up to two (2) additional one (1) year terms, at the sole discretion of the County, by written notice from the County to the Consultant. The Consultant shall commence work upon the Effective Date and shall complete the work required by this Agreement no later than the project schedule provided in Schedule A, PROVIDED, HOWEVER, that the County’s obligations after December 31, 2022, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with the County Charter and applicable law.

3. Compensation.

a. Services. The County will pay the Consultant for services as and when set forth in Schedule B, which is attached hereto and by this reference made a part of this Agreement.

b. Overhead and Expenses. The Consultant’s compensation for services set forth in Section 3a above includes overhead and expenses and no separate claims for reimbursement of overhead or expenses will be allowed under this Agreement.

c. Invoices. Upon completion of each deliverable, the Consultant shall submit to the County a properly executed invoice indicating that all of the work has been performed and the amount of the flat fee due from the County. Subject to Section 8 of this Agreement, the County will pay the invoice within thirty (30) calendar days of receipt.

d. Payment. The County’s preferred method of payment under this contract is electronic using the County’s “e-Payable” system with Bank of America. The Consultant is highly encouraged to take advantage of the electronic payment method.

In order to utilize the electronic payment method, the Consultant shall email SnocoEpayables@snoco.org and indicate it was awarded a contract with Snohomish County and will be receiving payment through the County’s e-Payable process. The Consultant needs to provide contact information (name, phone number and email address). The Consultant will be contacted by a person in the Finance Accounts Payable group and assisted with the enrollment process. This should be done as soon as feasible after County award of a contract or purchase order, but not exceeding ten (10) business days.

Department approved invoices received in Finance will be processed for payment within seven calendar days for e-Payable contractors. Invoices are processed for payment by Finance two times a week for contractors who have selected the e-Payable payment option.

In the alternative, if the Consultant does not enroll in the electronic (“e-Payable”) payment method described above, contract payments will be processed by Finance with the issuance of paper checks or, if available, an alternative electronic method. Alternative payment

methods, other than e-Payables, will be processed not more than 30 days from receipt of department approved invoices to Finance.

THE COUNTY MAY MAKE PAYMENTS FOR PURCHASES UNDER THIS CONTRACT USING THE COUNTY'S VISA PURCHASING CARD (PCARD).

Upon acceptance of payment, the Consultant waives any claims for the goods or services covered by the Invoice. No advance payment shall be made for the goods or services furnished by Consultant pursuant to this Contract.

e. Payment Method. In addition to Payment section above, the County may make payments for purchases under this contract using the County's VISA purchasing card (PCARD).

Are you willing to accept PCARD payments without any fees or surcharges?

Yes No

f. Contract Maximum. Total charges under this Agreement, all fees and expenses included, shall not exceed \$174,500 for the initial term of this Agreement (excluding extensions or renewals, if any).

4. Independent Contractor. The Consultant agrees that Consultant will perform the services under this Agreement as an independent contractor and not as an agent, employee, or servant of the County. This Agreement neither constitutes nor creates an employer-employee relationship. The parties agree that the Consultant is not entitled to any benefits or rights enjoyed by employees of the County. The Consultant specifically has the right to direct and control Consultant's own activities in providing the agreed services in accordance with the specifications set out in this Agreement. The County shall only have the right to ensure performance. Nothing in this Agreement shall be construed to render the parties' partners or joint venturers.

The Consultant shall furnish, employ and have exclusive control of all persons to be engaged in performing the Consultant's obligations under this Agreement (the "Consultant personnel"), and shall prescribe and control the means and methods of performing such obligations by providing adequate and proper supervision. Such Consultant personnel shall for all purposes be solely the employees or agents of the Consultant and shall not be deemed to be employees or agents of the County for any purposes whatsoever. With respect to Consultant personnel, the Consultant shall be solely responsible for compliance with all rules, laws and regulations relating to employment of labor, hours of labor, working conditions, payment of wages and payment of taxes, including applicable contributions from Consultant personnel when required by law.

Because it is an independent contractor, the Consultant shall be responsible for all obligations relating to federal income tax, self-employment or FICA taxes and contributions, and all other so-called employer taxes and contributions including, but not limited to, industrial insurance (workers' compensation). The Consultant agrees to indemnify, defend, and hold the County harmless from any and all claims, valid or otherwise, made to the County because of these obligations.

The Consultant assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes, fees, licenses, excises or payments required by any city, county,

federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by the Consultant and as to all duties, activities and requirements by the Consultant in performance of the work under this Agreement. The Consultant shall assume exclusive liability therefor and shall meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

5. Ownership. Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other materials created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Consultant or the Consultant's subcontractors or consultants for delivery to the County under this Agreement shall be the sole and absolute property of the County. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Consultant uses to perform this Agreement but is not created, prepared, constructed, assembled, made, performed, or otherwise produced for or paid for by the County is owned by the Consultant and is not "work made for hire" within the terms of this Agreement.

6. Changes. No changes or additions shall be made in this Agreement except as agreed to by both parties, reduced to writing and executed with the same formalities as are required for the execution of this Agreement.

7. County Contact Person. The assigned contact person (or project manager) for the County for this Agreement shall be:

Name: Annie Cole
Title: Chief Diversity, Equity, and Inclusion Officer & HR Policy Advisor
Department: Executive's Office
Telephone: 425 -388-3941 or 425-583-9821 (c)
Email: annie.cole@snoco.org

8. County Review and Approval. When the Consultant has completed any discrete portion of the services, the Consultant shall verify that the work is free from errors and defects and otherwise conforms to the requirements of this Agreement. The Consultant shall then notify the County that said work is complete. The County shall promptly review and inspect the work to determine whether the work is acceptable. If the County determines the work conforms to the requirements of this Agreement, the County shall notify the Consultant that the County accepts the work. If the County determines the work contains errors, omissions, or otherwise fails to conform to the requirements of this Agreement, the County shall reject the work by providing the Consultant with written notice describing the problems with the work and describing the necessary corrections or modifications to same. In such event, the Consultant shall promptly remedy the problem or problems and re-submit the work to the County. The Consultant shall receive no additional compensation for time spent correcting errors. Payment for the work will not be made until the work is accepted by the County. The Consultant shall be responsible for the accuracy of work even after the County accepts the work.

If the Consultant fails or refuses to correct the Consultant's work when so directed by the County, the County may withhold from any payment otherwise due to the Consultant an amount that the County in good faith believes is equal to the cost the County would incur in correcting the errors, in re-procuring the work from an alternate source, and in remedying any damage caused by the Consultant's conduct.

9. Subcontracting and Assignment. The Consultant shall not subcontract, assign, or delegate any of the rights, duties or obligations covered by this Agreement without prior express written consent of the County. Any attempt by the Consultant to subcontract, assign, or delegate any portion of the Consultant's obligations under this Agreement to another party in violation of the preceding sentence shall be null and void and shall constitute a material breach of this Agreement.

10. Records and Access; Audit; Ineligible Expenditures. The Consultant shall maintain adequate records to support billings. Said records shall be maintained for a period of seven (7) years after completion of this Agreement by the Consultant. The County or any of its duly authorized representatives shall have access at reasonable times to any books, documents, papers and records of the Consultant which are directly related to this Agreement for the purposes of making audit examinations, obtaining excerpts, transcripts or copies, and ensuring compliance by the County with applicable laws. Expenditures under this Agreement, which are determined by audit to be ineligible for reimbursement and for which payment has been made to the Consultant, shall be refunded to the County by the Consultant.

11. Indemnification.

a. All Other Liabilities Except Professional Liability.

To the maximum extent permitted by law and except to the extent caused by the sole negligence of the County and, if any funds for this Agreement are provided by the State, the State, the Consultant shall indemnify and hold harmless the County and the State, their officers, officials, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incidental to the services and/or deliverables provided by or on behalf of the Consultant. In addition, the Consultant shall assume the defense of the County and, if applicable, the State and their officers and employees in all legal or claim proceedings arising out of, in connection with, or incidental to such services and/or deliverables and shall pay all defense expenses, including reasonable attorneys' fees, expert fees and costs incurred by the County and, if applicable, the State, on account of such litigation or claims.

The above indemnification obligations shall include, but are not limited to, all claims against the County and, if applicable, the State by an employee or former employee of the Consultant or its subcontractors, and the Consultant, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects only the County and, if applicable, the State, under any industrial insurance act, including Title 51 RCW, other worker's compensation act, disability

benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

In the event that the County or, if applicable, the State incurs any judgment, award and/or cost including attorneys' fees arising from the provisions of this section, or to enforce the provisions of this section, any such judgment, award, fees, expenses and costs shall be recoverable from the Consultant.

In addition to injuries to persons and damage to property, the term "claims," for purposes of this provision, shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in an unfair trade practice.

The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

Nothing contained within this provision shall affect or alter the application of any other provision contained within this Agreement.

12. Insurance Requirements. The Consultant shall procure by the time of execution of this Agreement, and maintain for the duration of this Agreement, (i) insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the services hereunder by the Consultant, its agents, representatives, or employees, and (ii) a current certificate of insurance and additional insured endorsement when applicable.

a. General. Each insurance policy shall be written on an "occurrence" form, except that Professional Liability, Errors and Omissions coverage, if applicable, may be written on a claims made basis. If coverage is approved and purchased on a "claims made" basis, the Consultant warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the work which is the subject of this Agreement.

By requiring the minimum insurance coverage set forth in this Section 12, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Consultant under this Agreement. The Consultant shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

b. No Limitation on Liability. The Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or in equity.

c. Minimum Scope and Limits of Insurance. The Consultant shall maintain coverage at least as broad as, and with limits no less than:

(i) General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit. CG 00 01 current edition;

(ii) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. CA 0001 current edition, Symbol 1;

(iii) Workers' Compensation: To meet applicable statutory requirements for workers' compensation coverage of the state or states of residency of the workers providing services under this Agreement;

d. Other Insurance Provisions and Requirements. The insurance coverages required in this Agreement for all liability policies except workers' compensation and Professional Liability, if applicable, must contain, or must be endorsed to contain, the following provisions:

(i) The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Consultant in connection with this Agreement. Such coverage shall be primary and non-contributory insurance as respects the County, its officers, officials, employees and agents. Additional Insured Endorsement shall be included with the certificate of insurance, "CG 2026 07/04" or its equivalent is required.

(ii) The Consultant's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

(iii) Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Consultant's liability to the County and shall be the sole responsibility of the Consultant.

(iv) Insurance coverage must be placed with insurers with a Best's Underwriting Guide rating of no less than A:VIII, or, if not rated in the Best's Underwriting Guide, with minimum surpluses the equivalent of Best's surplus size VIII. Professional Liability, Errors and Omissions insurance coverage, if applicable, may be placed with insurers with a Best's rating of B+:VII. Any exception must be approved by the County.

Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits until after forty-five (45) calendar days' prior written notice has been given to the County.

If at any time any of the foregoing policies fail to meet minimum requirements, the Consultant shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

e. Subcontractors. The Consultant shall include all subcontractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements for each subcontractor. **Insurance coverages provided by subcontractors instead of the Consultant as evidence of compliance with the insurance requirements of this Agreement shall be subject to all of the requirements stated herein.**

13. County Non-discrimination. It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

The Consultant shall comply with the substantive requirements of Chapter 2.460 SCC, which are incorporated herein by this reference. Execution of this Agreement constitutes a certification by the Consultant of the Consultant's compliance with the requirements of Chapter 2.460 SCC. If the Consultant is found to have violated this provision, or to have furnished false or misleading information in an investigation or proceeding conducted pursuant to this Agreement or Chapter 2.460 SCC, this Agreement may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the Consultant's obligations under other federal, state, or local laws against discrimination.

14. Federal Non-discrimination. Snohomish County assures that no persons shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964 (Pub. L. No. 88-352), as amended, and the Civil Rights Restoration Act of 1987 (Pub. L. No. 100-259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any County sponsored program or activity. Snohomish County further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

15. Employment of County Employees. SCC 2.50.075, "Restrictions on future employment of County employees," imposes certain restrictions on the subsequent employment and compensation of County employees. The Consultant represents and warrants to the County that it does not at the time of execution of this Agreement, and that it shall not during the term of this Agreement, employ a former or current County employee in violation of SCC 2.50.075. For breach or violation of these representations and warranties, the County shall have the right to terminate this Agreement without liability.

16. Compliance with Other Laws. The Consultant shall comply with all other applicable federal, state and local laws, rules, and regulations in performing this Agreement.

17. Compliance with Grant Terms and Conditions. The Consultant shall comply with any and all conditions, terms and requirements of any federal, state or other grant, if any, that wholly or partially funds the Consultant's work hereunder.

18. Prohibition of Contingency Fee Arrangements. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee,

commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the County shall have the right to terminate this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

19. Force Majeure. If either party is unable to perform any of its obligations under this Agreement as a direct result of an unforeseeable event beyond that party's reasonable control, including but not limited to an act of war, act of nature (including but not limited to earthquake and flood), embargo, riot, sabotage, labor shortage or dispute (despite due diligence in obtaining the same), or governmental restriction imposed subsequent to execution of the Agreement (collectively, a "force majeure event"), the time for performance shall be extended by the number of days directly attributable to the force majeure event. Both parties agree to use their best efforts to minimize the effects of such failures or delays.

20. Suspension of Work. The County may, at any time, instruct the Consultant in writing to stop work effective immediately, or as directed, pending either further instructions from the County to resume the work or a notice from the County of breach or termination under Section 21 of this Agreement.

21. Non-Waiver of Breach; Termination.

a. The failure of the County to insist upon strict performance of any of the covenants or agreements contained in this Agreement, or to exercise any option conferred by this Agreement, in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

b. If the Consultant breaches any of its obligations hereunder, and fails to cure the same within thirty (30) business days of written notice to do so by the County, the County may terminate this Agreement, in which case the County shall pay the Consultant only for the services and corresponding reimbursable expenses, if any, accepted by the County in accordance with Sections 3 and 8 hereof.

c. The County may terminate this Agreement upon sixty (60) business days' written notice to the Consultant for any reason other than stated in subparagraph b above, in which case payment shall be made in accordance with Sections 3 and 8 hereof for the services and corresponding reimbursable expenses, if any, reasonably and directly incurred by the Consultant in performing this Agreement prior to receipt of the termination notice.

d. Termination by the County hereunder shall not affect the rights of the County as against the Consultant provided under any other section or paragraph herein. The County does not, by exercising its rights under this Section 21, waive, release or forego any legal remedy for any violation, breach or non-performance of any of the provisions of this Agreement. At its sole option, the County may deduct from the final payment due the Consultant (i) any damages, expenses or costs arising out of any such violations, breaches or non-performance and (ii) any

information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Consultant (a) of the request and (b) of the date that such information will be released to the requester unless the Consultant obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Consultant fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the Consultant to claim any exemption from disclosure under the Act. The County shall not be liable to the Consultant for releasing records not clearly identified by the Consultant as confidential or proprietary. The County shall not be liable to the Consultant for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

25. Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties. The language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings of this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

26. Complete Agreement. This Agreement constitutes the entire understanding of the parties. Any written or verbal agreements that are not set forth herein or incorporated herein by reference are expressly excluded.

The Consultant was selected through the County's RFP or RFQ identified in Section 1. The RFP or RFQ and the Consultant's response are incorporated herein by this reference. To the extent of any inconsistency among this Agreement, the RFP or RFQ, and the Contractor's response, this Agreement shall govern. To the extent of any inconsistency between the RFP or RFQ and the Contractor's response, the RFP or RFQ shall govern.

27. Conflicts between Attachments and Text. Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

28. No Third Party Beneficiaries. The provisions of this Agreement are for the exclusive benefit of the County and the Consultant. This Agreement shall not be deemed to have conferred any rights, express or implied, upon any third parties.

29. Governing Law; Venue. This Agreement shall be governed by the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County.

30. Severability. Should any clause, phrase, sentence or paragraph of this agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

Schedule A
Scope of Services

Task 1.0: PROJECT MANAGEMENT & BEST PRACTICES REVIEW

1.1 Project Kickoff

OBJECTIVE

Consultant shall facilitate an initial meeting for key members of the project team to meet each other, identify desired communication strategy, ensure mutual understanding of the project goals and outcomes, identify potential barriers, and establish consensus regarding activities, timelines, deliverables, and mutual expectations.

DELIVERABLES

- ◆ Finalized work plan and project schedule
- ◆ Description of deliverables
- ◆ Identification of key stakeholders, engagement expectations, responsibilities, and project roles
- ◆ Logistics for project management meeting schedule, agenda, and reporting protocols
- ◆ List of potential stakeholders who might advise the project and provide valuable insight

1.2 Client Engagement

OBJECTIVE

Consultant shall prioritize effective communications with the project team and stakeholders to maximize trust, clarity of project progress and action steps, and ensure timely and successful execution of all components of the project. Regular collaborative engagement in a manner that meets the project team's availability and interest allows mutual certainty that all aspects of our work align with the County's mission and ultimate goals.

DELIVERABLES

- ◆ Facilitation of regular (weekly, bi-weekly, or monthly) meeting agendas and minutes
- ◆ Meeting documents including PowerPoint presentations and related materials
- ◆ Documentation of decisions made, action steps, responsibility matrix, and deadlines

1.3 Peer Review of DEI Best Practices

OBJECTIVES

Consultant shall conduct thorough research and review of a sample of the County's peers. Research and review shall include reporting to County whether and how a peer initiative was successful, and their successes and lessons learned regarding their Equity initiatives. This work will help the project team understand Equity Initiatives of the County's peers are doing and may inform the potential recommendations that will follow.

DELIVERABLES

- ◆ Written draft chapter of peer review and industry-leading best practices in Equity initiatives
- ◆ Graphic presentation of Equity best practices

Task 2.0: ORGANIZATIONAL ASSESSMENT

Consultant shall conduct an internal assessment of the County to determine strengths, weaknesses, equity understanding, and readiness to embrace and infuse social justice through all levels of the County's structure and operations. The internal assessment will involve an analysis of quantitative and qualitative data and other information to ensure a comprehensive understanding of the state of the organization County related to equity.

2.1 Analysis of Data, Policy, and Practice

OBJECTIVE

Consultant shall work with the County's project leadership to establish a comprehensive list of data, documents, policies, and practices to be included in the equity audit. Each of these will be strategically organized for effective assessment by Consultant. Consultant shall include analysis of internal policies with special emphasis on the impact of policies and practices on people from historically marginalized demographic groups. An equity lens will be applied to our analysis of the following topics:

◆ **Hiring and Development**

- Employee and leadership demographics
- Organization hiring and promotion practices
- Barriers to recruiting, hiring, and retaining a diverse workforce
- Development opportunities and investment into employee growth

◆ **Internal Culture**

- Identification of policies and practices that have a disparate impact on marginalized communities
- Identification of policies and practices that are contributing to the success of people from marginalized backgrounds

◆ **Racial Equity Readiness**

- Evaluation of leadership racial equity acumen and sensitivity
- Impact of staff and leadership self-awareness and implicit and explicit bias on organizational culture and the employee experience

◆ **Compensation Transparency**

- Transparent communications around seniority, pay-scale, and promotion requirements
- Standardization of promotion requirements
- Equity of benefits package

◆ **Human Resources Policies**

- Anti-discrimination
- Formal and informal resources for employees
- Harassment & Retaliation
- Good Faith Efforts

DELIVERABLE

- ◆ A written analysis of existing organizational strengths and gaps with clear recommendations on how to best build upon strengths that will enhance equity throughout the organization and for its stakeholders

2.2 Staff Outreach Plan

OBJECTIVE

Consultant shall design and administer a set of protocols to garner insight of staff and leadership perspective regarding organizational culture, equity in the workplace, and the employee experience. To maximize awareness of the County's commitment to equity, build interest and motivation to engage in the organization's equity-related vision and this assessment, we will create an internal staff outreach plan to boost authentic engagement. This staff outreach plan will provide a strategic road map for informing staff of the importance of their participation.

DELIVERABLE

- ◆ Staff Outreach Plan to maximize awareness and motivation for internal stakeholders to engage in the feedback portion of the equity audit

2.3 Internal Stakeholder Engagement

OBJECTIVE

Consultant shall design and administer a set of protocols to garner insight of County's staff and leadership perspective regarding organizational culture, equity in the workplace, and the employee experience. Upon completion, Consultant shall evaluate all insight collected to ensure representative participation from all stakeholder groups and re-administer with targeted outreach if necessary.

DELIVERABLES

- ◆ Key Leader Interview Guide (contingent on project need)
- ◆ Focus Group Interview Guide and Protocol (contingent on project need)
- ◆ Organizational Assessment Equity Survey
- ◆ Quantitative and Qualitative analysis of survey results

2.4 Equity Resource Library

OBJECTIVE

This assessment will identify and compile resources that are available within the community, with a focus on those materials that will increase the capacity of staff to better serve and engage with diverse populations both in the community and in the County offices.

DELIVERABLE

- ◆ Evaluation of existing education and training resources
- ◆ Recommended additions to the resource list with suggestions on how to maximize participant use

Task 3.0: COMMUNITY LANDSCAPE ANALYSIS

Consultant shall conduct an external audit of the County's policies, practices, and impact on the residents of the Snohomish County. Consultant will determine strengths and weaknesses of the County's work and identify opportunities for change to elevate its success in ensuring equity for all County residents without exception to one's race, ethnicity, gender, disability, age, sexual orientation, gender identify, or religion. This will involve an analysis of quantitative and qualitative data and other

information to ensure a comprehensive understanding of the impact of the County's work related to ensuring equity.

3.1 External Analysis

OBJECTIVE

- ◆ **External Operations**
 - Community engagement
 - External communications
 - Interactions between Snohomish County and its residents
 - Breadth and access to community support programming
- ◆ **Policies and practices that have a disparate impact on people from traditionally marginalized communities**
 - ◆ Consultant will analyze external data points of the County's community to identify inequities in practice and/or disparities that are impacting the residents of the County. Using ACS (American Community Survey) and Census data, we will be able to provide a current picture of the state of equity throughout the County. We will use this analysis to craft a concise reader-friendly presentation for the County to use in creating equity goals and action plan.

DELIVERABLES

- ◆ Written document identifying strengths and gaps in current resident-facing County services
- ◆ List of recommendations for improvement

3.2 Focus Groups with Community Partners and Content Experts

OBJECTIVE

Consultant shall conduct a series of focus groups and/or 1:1 interviews with key local experts who demonstrate a thorough understanding of the community and the juxtaposition of County history and its present. Consultant will seek to understand barriers and opportunities regarding pervasive inequities that are relevant to the community served by the County. Consultant will work with community partners to help bridge the divide between the County and less visible residents within the Community. In order to provide a more comprehensive assessment that is contextualized with a 360-degree perspective, Consultant will seek insight from key individuals of the following local experts:

- Local historians
- Educators (PK-12 and Higher Education)
- Business Leaders
- Healthcare providers
- Community Based Organizations
- Organizational department/division heads

DELIVERABLES

- ◆ Focus group and/or 1:1 interview guide
- ◆ Summary report of feedback and insight gained from content experts and community members
- ◆ List of Community Partners that are able to work with the County in engaging with residents

3.3 External Stakeholder Outreach Plan

OBJECTIVE

To maximize awareness of the County's commitment to equity, build interest and motivation to engage in the County's equity-related vision and this equity audit, Consultant shall create an external outreach plan, with identified community partners, to boost meaningful engagement in the audit process. This

external stakeholder outreach plan will provide a strategic road map for informing the County's residents of the importance of their participation. Consultant will bring a unique perspective and a set of strategies to increase participation and receptivity to this important work.

DELIVERABLE

- ◆ External Stakeholder Outreach Plan to maximize awareness and motivation for internal stakeholders to engage in the feedback portion of the equity assessment

3.4 External Stakeholder Engagement

OBJECTIVE

Consultant shall design and administer a set of protocols aimed at maximizing participation of County residents to allow us to gain comprehensive and accurate insight of the resident perspective on equity in the County. We will establish no less than 4 engagement channels for residents to use:

- 1) A phone-accessible voicemail
- 2) An e-mail inbox system (ex. SNOHOMISH_COUNTY_DEI@mgtconsulting.com)
- 3) A County wide survey
- 4) A series of community meetings and targeted focus groups (in-person or remote as appropriate)

Upon completion, Consultant shall evaluate all information collected to ensure representative participation from all stakeholder groups.

DELIVERABLES

- ◆ Community Equity Survey
- ◆ Focus Group Interview Guide
- ◆ Demographic data summary of resident participation
- ◆ Quantitative and qualitative analysis of feedback results

Task 4.0: SUMMARY REPORT AND PRESENTATION

4.1 County Equity Audit Report

OBJECTIVE

The assessment concludes with the delivery of a report and presentation that provides a synopsis of what was learned in the assessment, as well as the Consultant's observations and recommendations from internal and external stakeholders. The report will also include all the learnings that were acquired from the equity audit. Ultimately, the equity audit is intended to be used to drive the design and successful implementation a comprehensive multi-year Equity Action Plan that elevates equity through all aspects of the organization's County's policies and practices.

DELIVERABLES

- ◆ Written delivery of final report: *The Current State of Equity at Snohomish County*.
- ◆ Comprehensive list of recommendations for prioritization of actions to take to elevate equity, access, and opportunity for the County employees and stakeholders
- ◆ Oral presentation of final report (optional, if requested)

4.2 Presentation of Findings, Recommendations, and Action Plan

OBJECTIVE

Consultant's team shall deliver an oral presentation of the project methodology, findings, recommendations, and suggested action plan to the County Council and community leaders to ensure

widespread understanding and internalization of strengths, gaps and improvement actions needed to meet the goals and performance expectations of the organization.

DELIVERABLES

- ◆ Oral presentation of final report
- ◆ Presentation materials including PowerPoint and related documents

Task 5.0: EQUITY ACTION PLAN

5.1 Future Envisioning Analysis

OBJECTIVE

Consultant shall design and facilitate a workshop with a representative sample of the County’s leaders to conduct future envisioning focused on building themes and initiatives around the desire for the state of equity at the County. This work will result in the identification of a “North Star” for the organization to strive to become. This North Star will drive the work of the Equity Action Plan.

DELIVERABLES

- ◆ Future Envisioning Workshop
- ◆ Equity Goals for the County
- ◆ Public statement and press release documents
- ◆ Development of a shared organizational goal and public Disparity statement

5.2 Development of Equity Action Plan

OBJECTIVE

The goals established during the future envisioning analysis will inform the development of a Strategic Implementation Plan that includes goals, metrics, actions, owners, deliverables, timelines, and accountability measures to ensure the implementation of best practices that are strategically designed to meet the highest leverage needs of the organization (e.g., workforce diversity, workplace inclusion/belonging, sustainability). Material gathered from the survey, interviews, and focus groups will drive development of a strategic roadmap for advancing DEI within the organization. Consultant will facilitate a series of workshops with a diverse set of the organization’s leaders to collaboratively build the Strategic Implementation plan.

DELIVERABLES

- ◆ Written strategic implementation document
- ◆ Implementation framework that assigns responsibility, accountability, resource allocation, key milestones, and dates for each strategic action

5.3 Design of Annual Progress Assessment Tool

OBJECTIVE

To assist the County in ensuring that the Equity Action Plan is being implemented with fidelity and meeting the goals of the County, Consultant will create a comprehensive assessment tool to be used annually by the DEI Taskforce and the County Council to assess the County’s progress towards meeting its DEI goals including the following:

- 1) Implementation fidelity of the County’s Equity Action Plan
- 2) Impact of Equity Action Steps
- 3) Performance metrics of Equity goals and Action Plan milestones

DELIVERABLES

- ◆ Comprehensive progress evaluation tool inclusive of metrics, targets, and quarterly dashboard
- ◆ Live leader training of required and optional analytic tools for use in quarterly and annual assessments
- ◆ Training materials to be used in training for the DEI Task Force and County Leadership

Project Schedule

Equity Study project schedule will be determined during Task 1.1 by the County and the Consultant. Consultant estimated the timeline to successfully complete the Equity Study and each component listed in the RFP to be six (6) to seven (7) months, less than the 12 months estimated by the RFP. County and Consultant will mutually agree upon a schedule to complete the RFP requirements no later than December 31, 2023.

TASK 1: PROJECT MANAGEMENT & BEST PRACTICES REVIEW

- 1.1 Project Kickoff
- 1.2 Client Engagement
- 1.3 Best Practices and Peer Review

TASK 2: ORGANIZATIONAL ASSESSMENT

- 2.1 Analysis of Internal Data, Policy, and Practice
- 2.2 Staff Outreach Plan
- 2.3 Internal Stakeholder Engagement
- 2.4 Equity Resource Library

TASK 3: COMMUNITY LANDSCAPE ANALYSIS

- 3.1 External Analysis
- 3.2 Focus Groups with Local Content Experts
- 3.3 External Stakeholder Outreach Plan
- 3.4 External Stakeholder Engagement

TASK 4: SUMMARY REPORT AND PRESENTATION

- 4.1 County Equity Audit Report
- 4.2 Presentation of Findings and Recommendations

TASK 5: EQUITY ACTION PLAN

- 5.1 Future Visioning Analysis
- 5.2 Development of Equity Action Plan
- 5.3 Design of Annual Progress Assessment Tool

Schedule B
Compensation

	Estimated Task Completion Date	Task/Deliverable Cost
TASK 1: PROJECT MANAGEMENT & BEST PRACTICES REVIEW		
1.1	Project Kickoff	\$7,500
1.2	Client Engagement	\$7,500
1.3	Best Practices and Peer Review	\$7,500
TASK 2: ORGANIZATIONAL ASSESSMENT		
2.1	Analysis of Internal Data, Policy, and Practice	\$15,000
2.2	Staff Outreach Plan	\$5,000
2.3	Internal Stakeholder Engagement	\$12,500
2.4	Equity Resource Library	\$5,000
TASK 3: COMMUNITY LANDSCAPE ANALYSIS		
3.1	External Analysis	\$12,500
3.2	Focus Groups with Local Content Experts	\$12,500
3.3	External Stakeholder Outreach Plan	\$12,500
3.4	External Stakeholder Engagement	\$5,000
TASK 4: SUMMARY REPORT AND PRESENTATION		
4.1	County Equity Audit Report	\$15,000
4.2	Presentation of Findings and Recommendations	\$14,500
TASK 5: EQUITY ACTION PLAN		
5.1	Future Visioning Analysis	\$12,500
5.2	Development of Equity Action Plan	\$15,000
5.3	Design of Annual Progress Assessment Tool	\$15,000
	Total Lump Sum	\$174,500

Additional Work:

Position	Rate	Unit
Project Director	\$295.00	Per hour
Director	\$205.00	Per hour
Manager	\$175.00	Per hour
Consultant	\$130.00	Per hour