

**SERVICES AGREEMENT
BETWEEN
THE CITY OF LEE'S SUMMIT
AND
HICKS-CARTER-HICKS, LLC**

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is entered into as of the Effective Date set forth below between the City of Lee's Summit, a Missouri municipal corporation (the "City"), and Hicks-Carter-Hicks, LLC, a limited liability company (the "Contractor"). The City and the Contractor are sometimes referred to individually as the "Party" and collectively as the "Parties".

RECITALS

- A. The City issued a Request for Proposals, RFP #2022-008 "Diversity and Inclusion Assessment" (the "RFP"), a copy of which is on file with the Procurement Division and incorporated herein by reference, seeking proposals from Contractors to provide diversity and inclusion assessment of the City government and community (the "Services").
- B. The Contractor responded to the RFP by submitting a proposal (the "Proposal"), attached hereto as Exhibit A and incorporated herein by reference, and the City desires to enter into an Agreement with the Contractor for the Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Contractor hereby agree as follows:

1. Recitals. The recitals set forth above and incorporated into this Agreement by reference and shall constitute a part of this Agreement.
2. Term of Agreement. This Agreement shall be effective from the Effective Date, and remain in full force until completion of the scope of work including all deliverables, thereafter (the "Term"), unless terminated as otherwise provided herein.
3. Scope of Work. Contractor shall provide the Services as set forth in the Scope of Work, attached hereto as Exhibit B and incorporated herein by reference.
4. Compensation. The City shall pay Contractor an amount not to exceed \$71,200.00 for the Services at the rates set forth in the Fee Proposal, attached hereto as Exhibit C and incorporated herein by reference. The Contractor shall not commence any billable work or provide any Materials or Services under this Agreement until the Contractor receives an executed purchase order from the City.
5. Payments. The City shall pay the Contractor based upon work performed and completed to date, and upon submission and approval of invoices on a net 30 basis. All invoices shall document and itemize all work completed to date, and shall include the Purchase Order number authorizing the transaction, if applicable, and shall be delivered to the City Accounts Payable address indicated on the face of the Purchase Order or email to ap@cityofls.net, unless otherwise specified. Each invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment. All transportation charges must be prepaid by the Contractor. If invoice is subject to a quick payment discount, the discount period will be calculated from the date of receipt of the claim Service or the/ Materials or the invoice, whichever is later.
6. Safety Plan. Intentionally omitted.

7. Documents. All documents, including any intellectual property rights thereto, prepared and submitted to the City pursuant to this Agreement shall be the property of the City; provided, however all of Contractor's intellectual property that it brings to Contractor's Services and its performance of the obligations hereunder shall remain Contractor's sole and exclusive property.

8. Contractor Personnel. Contractor shall provide adequate, experienced personnel, capable of and devoted to the successful performance of the Services under this Agreement. Contractor agrees to assign specific individuals to key positions. If deemed qualified, the Contractor is encouraged to hire City residents to fill vacant positions at all levels. Contractor agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the City. If key personnel are not available to perform the Services for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Contractor shall immediately notify the City of same and shall replace such personnel with personnel possessing substantially equal ability and qualifications.

9. Inspection; Acceptance. All work and services shall be subject to inspection and acceptance by the City at reasonable times during Contractor's performance. The Contractor shall provide and maintain a self-inspection system that is acceptable to the City.

10. Licenses; Materials. Contractor shall maintain in current status all federal, state, and local licenses and permits required for the operation of the business conducted by the Contractor. The City has no obligation to provide Contractor, its employees, or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The City has no obligation to provide tools, equipment or material to Contractor.

11. Performance Warranty. Contractor warrants that the Services rendered will conform to the requirements of this Agreement and with the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality.

12. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the City and each council member, officer, director, employee and agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, fines, penalties, judgments, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever (collectively "Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the intentional, knowing, reckless, or negligent acts, misconduct, errors, directives, mistakes or omissions, in connection with the work or services of the Contractor, its officers, employees, agents, or any tier of subcontractor or person for which Contractor may be legally liable in the performance of this Agreement.

The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

13. Insurance.

13.1 General.

- A. Insurer Qualifications. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Missouri, with an AM Best, Inc. rating of A or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

- B. No Representation of Coverage Adequacy. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement, but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.
- C. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name and endorse, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.
- D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.
- E. Primary Insurance. Contractor's insurance shall be, or be endorsed to indicate, its primary, non-contributory insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured. Such coverage shall be at least as broad as ISO CG 20 01 04 13.
- F. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for six (6) years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the six-year period.
- G. Waiver. All policies, except for Professional Liability and Cyber Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Contractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement.
- H. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Contractor shall be solely responsible for any such deductible or self-insured retention amount.
- I. Automatic Escalator. Intentionally Omitted
- J. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Contractor shall either cover all sub-contractors in the Contractor's liability insurance policy or execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and Contractor. Contractor shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.
- K. Notice of Claim. Contractor shall upon receipt of notice of any claim in connection with this Agreement promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability. Contractor shall also promptly notify the City of any reduction in limits of protection afforded under any policy listed in the certificate(s) of insurance in an amount such that the policy aggregate becomes less than the current statutory waiver of sovereign immunity, regardless of whether such impairment is a result of this Agreement. A breach of this provision is a material breach of the Agreement.

Evidence of Insurance. Prior to commencing any work or services under this Agreement, Contractor will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Contractor's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and

provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. The City may reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, Contractor shall forward renewal certificates and declaration page(s) to the City thirty (30) days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing number and title of this Agreement. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without a reference to this Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

- (1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:
 - (a) Commercial General Liability – Under Insurance Services Office, Inc., (“ISO”) Form CG 20 10 03 97, or its equivalents.
 - (b) Auto Liability – Under ISO Form CA 20 48 or equivalent.
 - (c) Excess Liability – Follow Form to underlying insurance.
- (2) Contractor’s insurance shall be primary, non-contributory insurance with respect to performance of the Agreement.
- (3) All policies, except for Professional Liability, including Workers’ Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Contractor under this Agreement.

All Certificates of Insurance shall name the City of Lee’s Summit as the certificate holder and send the certificate and any endorsements to:

City of Lee's Summit
Attn: Procurement and Contract Services
220 S.E. Green Street
Lee's Summit, MO 64063 -2358

- M. Endorsements. Contractor shall provide the City with the necessary endorsements to ensure City is provided the insurance coverage set forth in this Subsection.

13.2 Required Insurance Coverage.

- A. Commercial General Liability. Contractor shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, bodily injury, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 01 93 or equivalent thereof, including but not limited to, separation of insured’s clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be endorsed as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement forms CG 20 10 03 97, or its equivalent, which shall read “Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” for that insured by or for you.” The policy shall contain an endorsement waiving rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow

form” equal or broader in coverage scope than underlying insurance.

- B. Vehicle Liability. Contractor shall maintain Business Automobile Liability insurance with an unimpaired limit of \$1,000,000 each occurrence on Contractor’s owned, hired and non-owned vehicles assigned to or used in the performance of the Contractor’s work or services under this Agreement. Coverage will be at least as broad as ISO coverage code “1” “any auto” policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be endorsed as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. The policy shall contain an endorsement waiving rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.
- C. Workers’ Compensation Insurance. Contractor shall maintain Workers’ Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Contractor’s employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance with an unimpaired limit of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit. The policy shall contain an endorsement waiving rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees. If Contractor is not required under Missouri law to carry Workers Compensation insurance, Contractor shall provide a signed affidavit with the reasons for such exemption
- D. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Contractor engages in any professional services or work in any way related to performing the work under this Agreement, the Contractor shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Contractor, or anyone employed by the Contractor, or anyone for whose negligent acts, mistakes, errors and omissions the Contractor is legally liable, with an liability insurance limit of \$1,000,000 each claim and \$1,000,000 annual aggregate.

13.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or be materially changed without thirty (30) days’ prior written notice to the City.

14. Termination; Cancellation.

14.1 For City’s Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause after receipt by Contractor of written notice by the City provided City shall pay Contractor for all Services authorized and rendered before the effective termination date. The Notice of Termination shall specify the effective date of termination, which shall be not less than five (5) calendar days from the date the notice is personally delivered or ten (10) days from the date the Notice of Termination is sent by another method. Upon termination for convenience, Contractor shall be paid for all Services rendered before the effective termination date.

14.2 For Cause. If either Party fails to perform any obligation pursuant to this Agreement and such Party fails to cure its nonperformance within thirty (30) calendar days after notice of nonperformance is given by the non-defaulting Party, such Party will be in default. In the event of such default, the non-defaulting Party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting Party’s nonperformance is such that it cannot reasonably be cured within thirty (30) calendar days, then the defaulting Party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting Party immediately (1) provides written notice to the non-defaulting Party and (2) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its

nonperformance. In no event shall any such cure period exceed ninety (90) calendar days. In the event of such termination for cause, payment shall be made by the City to the Contractor for the undisputed portion of its fee due as of the termination date.

Subject to the foregoing, the City shall have the right to declare the Contractor in default for the following reasons, which set forth examples, but are not the only reasons the Contractor may be declared in default:

1. Upon a breach by the Contractor of a material term or condition of this Agreement, including unsatisfactory performance of the services;
2. Upon insolvency or the commencement of any proceeding by or against the Contractor, either voluntarily or involuntarily, under the Bankruptcy Code or relating to the insolvency, receivership, liquidation, or composition of the Contractor for the benefit of creditors;
3. If the Contractor refuses or fails to proceed with the services under the Agreement when and as directed by the City;
4. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities are indicted or convicted after execution of the Agreement under any state or federal law of any of the following:
 - a. a criminal offense incident to obtaining or attempting to obtain or performing a public or private Agreement;
 - b. fraud, embezzlement, theft, bribery, forgery, falsification, or destruction of records, or receiving stolen property;
 - c. a criminal violation of any state or federal antitrust law;
 - d. violation of the Racketeer Influence and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18 U.S.C. § 1341 et seq., for acts in connection with the submission of proposals or proposals for a public or private Agreement;
 - e. conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any statute described in subparagraph (d) above; or
 - f. an offense indicating a lack of business integrity that seriously and directly affects responsibility as a City contractor.
5. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities are subject to a judgment of civil liability under any state or federal antitrust law for acts or omissions in connection with the submission of bids or proposals for a public or private Agreement; or
6. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities makes or causes to be made any false, deceptive, or fraudulent material statement, or fail to make a required material statement in any bid, proposal, or application for City or other government work.

14.3 Gratuities. The City may, by written notice to the Contractor, cancel this Agreement if it is found by the City that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Contractor an amount equal to 150% of the gratuity.

14.4 Agreement Subject to Appropriation. The City is obligated only to pay its obligations set forth in the Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the City's then current fiscal year. The City's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the City concerning budgeted purposes and appropriation of funds. Should the City elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall

be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the City shall be relieved of any subsequent obligation under this Agreement. The Parties agree that the City has no obligation or duty of good faith to budget or appropriate the payment of the City's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which the Agreement is executed and delivered. The City shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The City shall keep Contractor informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the City. Contractor hereby waives any and all rights to bring any claim against the City from or relating in any way to the City's termination of this Agreement pursuant to this section.

14.5 Conflict of Interest. No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this Agreement, and any violation of this provision renders the Agreement void. The parties shall comply with all federal conflict of interest statutes and regulations, and all applicable provisions of Sections 105.450, *et. seq.* RSMo. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Services to be performed under this Agreement. Contractor further covenants that in the performance of this Agreement no person having such interest shall be employed.

15. Miscellaneous.

15.1 Independent Contractor. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. Contractor acknowledges and agrees that all services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. Contractor, its employees and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Contractor, its employees or subcontractors. Contractor is neither prohibited from entering into other Agreements nor prohibited from practicing its profession elsewhere. City and Contractor do not intend to nor will they combine business operations under this Agreement.

15.2 Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Missouri, and a suit pertaining to this Agreement may be brought only in courts in eastern Jackson County, Missouri. The Parties expressly and irrevocably consent to the exclusive jurisdiction and venue of such courts and expressly waive the right to transfer or remove any such action.

15.3 Laws and Regulations. Each party shall comply with all federal, state, and local laws, regulations, and ordinances applicable to its performance under this Agreement. The Contractor shall include similar requirements of all subcontractors in Agreements entered for performance of Contractor's obligations under this Agreement. Contractor shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Contractor is responsible abides by, and remains in compliance with, all rules, regulations, ordinances, statutes or laws affecting the Services, including, but not limited to, the following: (1) existing and future City and County ordinances and regulations, provided that if Contractor cannot comply with a future City or County ordinance or regulation, Contractor may terminate this Agreement without penalty; (2) existing and future State and Federal laws and regulations; and (3) existing and future Occupational Safety and Health Administration standards.

15.4 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into Agreements on behalf of the City and the Contractor.

15.5 Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise

any such provision is not inserted, or is not correctly inserted, then upon the application of either Party, the Agreement will promptly be physically amended to make such insertion or correction.

- 15.6 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.
- 15.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the Party drafting the Agreement. The Parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.
- 15.8 Assignment; Delegation. No right or interest in this Agreement shall be assigned or delegated by Contractor without prior, written permission of the City, signed by the City Administrator. Any attempted assignment or delegation by Contractor in violation of this provision shall be a breach of this Agreement by Contractor. The requirements of this Agreement are binding upon the heirs, executors, administrators, successors, and assigns of both Parties.
- 15.9 Subcontracts. No subcontract shall be entered into by the Contractor with any other Party to furnish any of the material or services specified herein without the prior written and signed approval of the City. The Contractor is responsible for performance under this Agreement whether or not subcontractors are used. Failure to pay subcontractors in a timely manner pursuant to any subcontract shall be a material breach of this Agreement by Contractor.
- 15.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver of a party of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of a party to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of and payment for services, shall not release either party from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of a party to insist upon the strict performance of this Agreement.
- 15.11. Deleted.
- 15.12 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (1) delivered to the Party at the address set forth below, (2) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (3) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City: City of Lee's Summit
220 SE Green St
Lee's Summit, Missouri 64063
Attn: Procurement and Contract Services

With copy to: City of Lee's Summit
220 SE Green St

Lee's Summit, Missouri 64063
Attn: City Attorney's Office

If to Contractor: Hicks-Carter-Hicks, LLC
Attn: Gloria Carter-Hicks
12747 Olive Boulevard, Suite 300
St. Louis, MO 63141

or at such other address, and to the attention of such other person or officer, as any Party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (1) when delivered to the Party, (2) three (3) business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, or (3) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a Party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a Party shall mean and refer to the date on which the Party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

- 15.13 Force Majeure. The Parties shall be excused from performance during the time and to the extent that they are prevented from obtaining, delivering, or performing for reasons beyond the Parties' reasonable control, including without limitation, by act of God, public health emergency, natural disaster fire, strike, loss or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, and any other events or circumstances beyond the reasonable control of the party, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Party not performing.
- 15.14 Confidentiality of Records. The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Contractor's duties under this Agreement. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under this Agreement. Contractor shall ensure its subcontractors are aware of and comply with this provision.
- 15.15 Data and Information Technology
- a. Limited Access. If necessary for the fulfillment of the Agreement, the City may provide the Contractor with non-exclusive, limited access to the City's information technology infrastructure. The Contractor understands and agrees to abide by all the City policies, standards, regulations and restrictions regarding access and usage of the City's information technology infrastructure. The Contractor shall enforce all such policies, standards, regulations and restrictions with all the Contractor's employees, agents or any tier of subcontractor granted access in the performance of this Agreement, and shall be granted and authorize only such access as may be necessary for the purpose of fulfilling the requirements of the Agreement.
 - b. Data Confidentiality: All data, regardless of form, including originals, images and reproductions, prepared by, obtained by or transmitted by the City to the Contractor in connection with this Agreement is confidential, proprietary information owned by the City. Except as specifically provided in this Agreement, the Contractor shall not shall not, without the prior, written consent of the City Manager or authorized designee, (A) disclose data generated in the performance of the Services to any third party or (B) use City data and information.
 - c. Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times to avoid unauthorized

access. The Contractor must encrypt or password-protect electronic files that include personal identifiable and confidential data. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary or this Agreement is terminated (whichever occurs first), the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed or reconstructed. Before the information discussed in this subsection is destroyed, the Contractor shall send a copy of such information to the City in an electronic format mutually agreed to by both parties, such as Microsoft Word, Excel, PowerPoint or PDF.

d. Compromised Security. In the event that data collected or obtained by the Contractor in connection with this Agreement is believed to have been compromised, the Contractor shall notify the City Manager, or authorized designee, immediately. The Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data where the breach is due to Contractor's negligence and, where applicable, the cost of notifying individuals who may be impacted by the breach.

e. Permitted Access. The Contractor's employees, agents and subcontractors must receive prior, written approval from the City before being granted access to the City's information technology infrastructure and data and the City, in its sole determination, shall determine accessibility and limitations thereto. The Contractor agrees that the requirements of this Section shall be incorporated into all subcontractor/subcontractor Agreements entered into by the Contractor. It is further agreed that a violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice.

f. Cessation of Operation or Support. If Contractor ceases to operate, ends support of, or otherwise divests its interest in the software and materials for which it is contracted by the City and does not assign its service obligations according to these Terms and Conditions, the Contractor shall provide the City a copy of current source code. The City agrees it shall only use the source code to support its internal use of the software.

g. Disengagement. In the event the Agreement is terminated by either party, Contractor agrees to confer back to the City all confidential data provided by City per Exhibit B, in usable and normalized format, within 30 calendar days of notice of termination. There shall be no charge for the return of City data to the City.

h. Survival. The obligations of the Contractor under this Section shall survive the termination of this Agreement.

- 15.16 Work Authorization/E-verify. Pursuant § 285.530, RSMo., if Agreement exceeds five thousand dollars (\$5,000.00), Contractor warrants and affirms to the City that (i) Contractor is enrolled and participates in a federal work authorization program with respect to the employees working in connection with the contracted services and (ii) Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

Contractor shall swear to and sign an affidavit declaring such affirmation, and provide the City with supporting documentation of its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this Agreement. The required documentation must be from the federal work authorization program provider (e.g. the electronic signature page from the E-Verify program's Memorandum of Understanding); a letter from Contractor reciting compliance is not sufficient.

- 15.17 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, the Scope of Work, any City-approved Purchase Order or Work Order, the Fee Proposal, the RFP and the Contractor's Proposal, the documents shall govern in the order listed herein.

Notwithstanding the foregoing, unauthorized exceptions, conditions, limitations or provisions in conflict with the terms of this Agreement added by a party after this Agreement is signed by the parties (collectively, the "Unauthorized Conditions"), are expressly declared void and shall be of no force and effect. Acceptance by the City of any invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement shall not alter or relieve Contractor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement. If the Agreement

is renewed pursuant to Section 1 above and such renewal includes any conflicting terms, other than price, those terms will be null and void unless amended as set forth in this Agreement.

- 15.18 Non-Exclusive Agreement. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods and services from another source when necessary.
- 15.19 Prevailing Wages. Intentionally omitted.
- 15.20 Cooperative Purchasing. Intentionally omitted.
- 15.21 Time of the Essence. Time is of the essence in this Agreement. Unless otherwise specifically provided, any consent to delay in Contractor's performance of its obligation is applicable only to the particular transaction to which it relates, and is not applicable to any other obligation or transaction.
- 15.22 Signatory Authority. Each person signing this Agreement represents that such person has the requisite authority to execute this Agreement on behalf of the entity the person represents and that all necessary formalities have been met.
- 15.23 E-Signature and Counterparts. The Parties agree that this Agreement may be signed in two or more counterparts and/or signed electronically, and all such counterparts together shall constitute one and the same Agreement; such signatures shall bind the signing party in the same manner as if a handwritten signature had been delivered.
- 15.24 Anti-Discrimination Against Israel Act. If this Agreement has a total potential value of \$100,000 or more and Contractor has 10 or more employees, the following applies. Pursuant to Section 34.600, RSMo and to the fullest extent permitted by law, Contractor certifies that Contractor is not engaged in a boycott of Israel as of the Effective Date of this Agreement, and agrees for the duration of this Agreement to not engage in a boycott of Israel as defined in Section 34.600, RSMo

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of this ____ day of _____, 20__ (“Effective Date”).

CITY OF LEE'S SUMMIT

Stephen A. Arbo, City Manager Date

ATTEST:

Trisha Fowler Arcuri, City Clerk

APPROVED AS TO FORM:

Daniel R. White,
Chief Counsel of Management and Operations

HICKS-CARTER-HICKS, LLC

By Gloria Carter-Hicks

Print Name Gloria Carter-Hicks

Title President and CEO

Date December 22, 2021

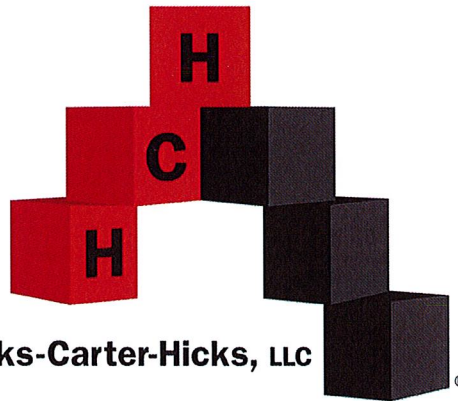
EXHIBIT A
TO
SERVICES AGREEMENT
BETWEEN
THE CITY OF LEE'S SUMMIT
AND
HICKS-CARTER-HICKS, LLC

CONTRACTOR'S PROPOSAL

CITY OF LEE'S SUMMIT DIVERSITY AND INCLUSION ASSESSMENT

Submitted by:

**Gloria Carter-Hicks, President & CEO
Hicks-Carter-Hicks, LLC
12747 Olive Boulevard, Suite 300
St. Louis, MO 63141
314-260-7587 ext. 544 • info@h-c-h.com**



Hicks-Carter-Hicks, LLC

Revision December 2, 2021

Table of Contents

Section 1	Firm Overview	1
Section 2	Response to Proposal	4
Section 3	Project Fees	12

Section 1

Firm Overview

Overview

Hicks-Carter-Hicks (H-C-H) is an award-winning, full-service performance improvement company established in 1999. Our firm has offices in Missouri and Ohio. As a certified Minority Business Enterprise (MBE), Women Business Enterprise (WBE), and Disadvantaged Business Enterprise (DBE), we provide a unique understanding of the issues and complexities surrounding diversity, equity, and inclusion (DEI) in the workplace, community, and in the supplier diversity arena.

H-C-H's approach and positive outcomes have been recognized over the years. Listed below are a few of our diversity and inclusion awards:

- Class of 2021 – Leaders of Distinction (YWCA – Motto: Eliminating racism; empowering women)
- 2019 Enterprising Women of the Year (*Enterprising Women Magazine*)
- 2018 Woman Business Enterprise Who Rocks (*Minority Business Enterprise Magazine Honors*)
- 2014 Diverse Business Leaders Award (*St. Louis Business Journal*)
- 2012 Diversity Hero Recognition (*St. Louis Small Business Monthly*)
- 2012 Business Consultant Extraordinaire (Small Business Administration [SBA])
- 2010 – 2019 Top 25 African American Businesses in the St. Louis Region (Awarded by the St. Louis Regional Chamber, *St. Louis American*, and the Urban League of Metropolitan St. Louis)
- 2000 Diverse Universe Award (Awarded by our client the Metropolitan St. Louis Sewer District)

H-C-H is keenly aware of the importance of creating a diverse, equitable, and inclusive environment for employees and community members. Unfortunately, failure for a city to leverage and manage internal talent effectively, offer equitable services to its citizens, and/or develop programs that generate a positive outcome for the community it serves can result in long-term adverse outcomes. To remedy this, we conduct a thorough diversity, equity, and inclusion (DEI) assessment or audit that allows us to capture various information from a variety of other sources.

Because of our firm's expertise in DEI, organizational development, change management, and human resources, we look at all assignments through these lenses. This means that we strategically focus on key ingredients to creating a diverse, inclusive, and engaging workplace and community free from exclusion and/or discrimination.

Core Project Team



Gloria Carter-Hicks (President and CEO- Hicks-Carter-Hicks, LLC) will lead the City of Lee’s Summit (City) diversity and inclusion assessment project. Ms. Carter-Hicks possesses over 25 years of experience as an HR executive, DEI specialist, and successful business owner. She has held executive leadership roles in HR, training, administration, and operations for RGA Reinsurance Company, Safeco Insurance, McDonald’s Restaurant, the City of Clayton, MO, and others.

Under Gloria Carter-Hicks’s leadership, the H-C-H team has designed, developed, and delivered diversity and inclusion training for over 10,000 participants and helped many organizations establish, train, and facilitate meetings for their DEI Councils and Employee Resource Groups. Additionally, she has designed, developed, and taught diversity and inclusion certificate classes for the School of Continuing Education and Outreach at the University of Missouri-St. Louis and at the George Warren Brown School of Social Work at Washington University in St. Louis.

Other assignments led by Gloria Carter-Hicks include: conducting DEI surveys, assessments and audits; evaluating organizational readiness for DEI changes; facilitating the development and implementation of DEI strategies; assisting organizations with identifying their DEI metrics (scorecard); drafting, developing, and communicating DEI messages; providing guidance on the development and implementation of policies, procedures, and processes required for employment regulations and people leadership; designing DEI competencies and integrating such competencies into the performance management process; and many other functions related to DEI.

Aaron Van Groningen, Ph.D. (Sr. Organizational Development & Training Consultant- Hicks-Carter-Hicks, LLC) will act as a consultant for Lee’s Summit’s project. Dr. Van Groningen has worked with a variety of clients in instituting DEI initiatives. His role has included designing and administering DEI surveys for clients, developing interview and focus group questions for participants, conducting interviews and focus groups with employees and community members, analyzing organizational data generated from our research, developing client reports that utilize their data, and providing recommendations for improvement. Dr. Van Groningen would be assisting Ms. Carter-Hicks (project lead) in the endeavor with the City.

Maya Gann-Bociek (Organizational Development Analyst) will act as a survey designer, administrator, and analyst for the City's project. Ms. Gann-Bociek is a doctoral student at Saint Louis University with expertise in organizational diversity, equity, inclusion, and belonging surveys and analyses, psychometrics; statistical analysis; and organizational development. Ms. Gann-Bociek has worked with various local and national organizations as an analyst and consultant to help organizations meet their DEIB goals and expectations. As a professional with the latest industrial/organizational (I/O) psychology education and training and a thorough understanding of contemporary evidence-based practices, Ms. Gann-Bociek brings an innovative perspective to clients while also using the latest industrial-organizational psychology methodologies.

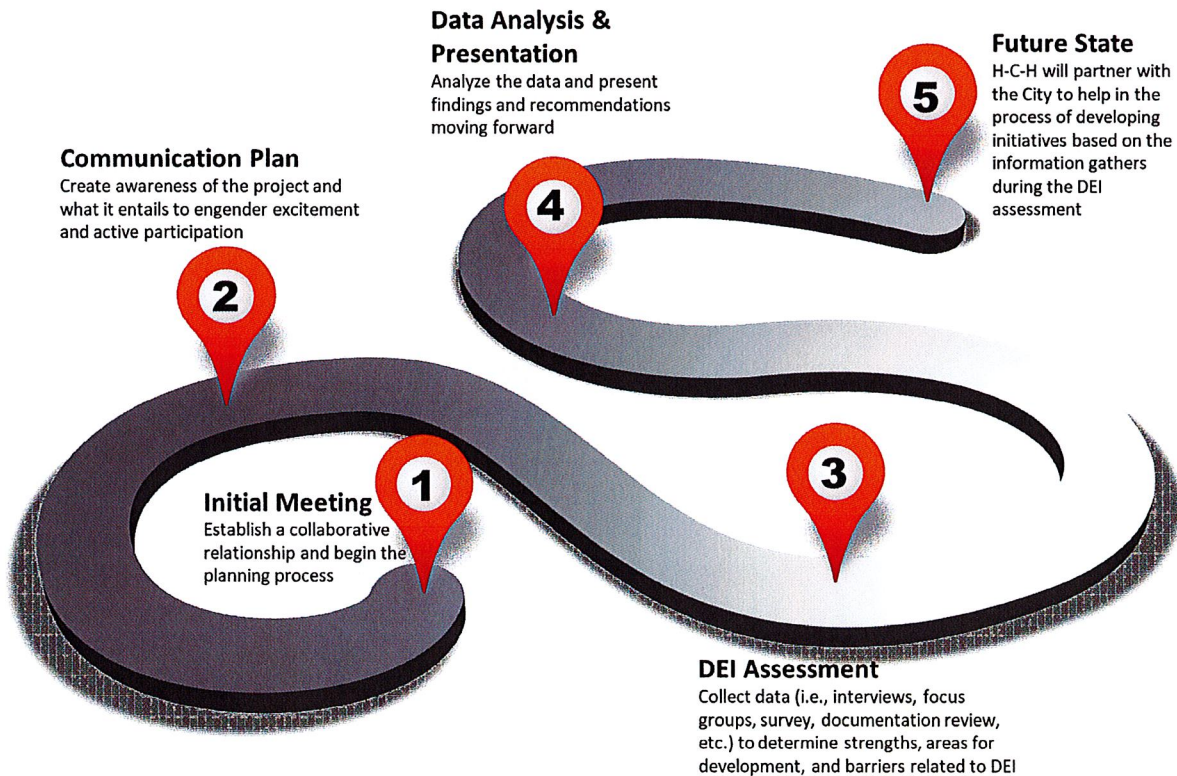
See Form No. 4 for Consultants' Résumés.

Section
2

Response to Proposal

Recommended Work

This proposal outlines H-C-H's recommendations for the City of Lee's Summit (City) Diversity and Inclusion Assessment and associated work services. Our approach, detailed below, is designed to provide the City with in-depth information from both the employees that make up the City's workforce and the community that the City serves. Our systematic approach utilizes research from psychometrics and assessments, change management/organizational development, and core diversity, equity, and inclusion (DEI) principles. Integrating essential concepts from these disciplines ensures that valuable information is gathered, initiatives are specifically tailored to address issues, and recommendations are aligned with the City's mission, vision, and values. Utilizing this approach provides the City with comprehensive data and an integrated process for developing and implementing its DEI strategy, initiatives, and action plans.



Communication Plan

Research shows that consistent communication increases the likelihood of a successful initiative, especially when dealing with a sensitive topic like DEI. If employees and the community hear what the project entails and understand why it is occurring, they are more likely to be actively engaged. As such, the first step is to communicate about the project to both employees and the community.

It is highly recommended that communication occurs early and often. Collaboratively, both the City and H-C-H will develop a communication strategy and a corresponding plan. The strategy will include the following components:

- a. Addressing the desire to create a more diverse, equitable, and inclusive City
- b. Project Purpose: What is the goal of the Diversity & Inclusion Assessment? What are the steps to accomplish this?
- c. Desired future state: What does success look like? How will it benefit the organization and the employees?
- d. Action: What will be done to address the issue and change the current state?
- e. Owners: Who oversees the change process communication?
- f. Audiences: Who is receiving different kinds of communication?
- g. Frequency: How often is the message being disseminated to different audiences?
- h. Mediums: What types or methods of communication will be used?
- i. Communicators: From whom is the message coming?

Once H-C-H and the City develop the communication strategy and plan, communication can begin. The assessment will start after communicating important information regarding the project's purpose and what it will entail to City employees and the community.

D & I/DEI Assessment

Data collection represents the most important step in the consulting process. To better understand the City's current state in terms of DEI, it is vital to collect data about employees' and community members' thoughts, feelings, and perceptions of this topic within the organization and community. This information results in a better understanding of the organization's current state and guides the design and implementation of initiatives and policies, ensuring a targeted and effective project. Failure to collect data and simply implement new initiatives and processes will likely result in ineffectual programs and processes. Rather than risk this possibility, collecting multiple kinds of data from various sources provides a well-rounded understanding of the City's DEI needs and how to address them.

Several data collection methods will be utilized to understand the City's DEI strengths, weaknesses, barriers, and opportunities. This information is also valuable for identifying ways to move from the current state to the desired future state. The following list provides an overview of our data collection methods:

- **Policy, Procedure, and Process Review** - H-C-H will evaluate the City's documented human resources policies and procedures, including, but not limited to, recruiting, hiring, onboarding, performance management and evaluation, succession planning, benefits, handbook, EEO reports, etc. Bias and adverse impact are much more likely to impact decision-making when steps and expectations are not clearly outlined. In these situations, individual biases and prejudices can

unwittingly play a role in these processes and policies, negatively impacting diversity, equity, and inclusion.

- **Employee Demographic Evaluation** - It is important to evaluate the current demographic composition of the organization. Knowing the City's workforce demographics data provides a better understanding of the diversity of employees and the level of inclusion. Representation of historically disadvantaged groups throughout the organization's jobs, departments, and hierarchical levels is the end goal. Determining the City's starting point will help develop goals and metrics that can be used to evaluate progress towards the desired future state.
- **Interviews** - Typically, interviews are conducted with senior leadership members and other key individuals within the City. These interviews can provide a broader perspective of the City's current state and the desired future state in terms of DEI. Additionally, individuals can provide more in-depth information on policies and procedures that may be hindering DEI. Documentation outlining requirements may exist, but they serve no purpose if they are not followed or utilized. Interviews can provide insight—if this is the case—as well as identify underlying reasons. From a community engagement perspective, interviews are typically done with key partners who represent community organizations, nonprofits, volunteer groups, etc., who are not employed by the City but who work with the City closely. These individuals can provide unique information because of their knowledge of the City and its operation, the community's needs, and the various groups they work with or serve.
- **Focus Groups** - These sessions involve a facilitated discussion regarding individuals' perceptions of the City's DEI strengths and development areas and are conducted with City employees and community members. Focus groups are conducted to gain a better understanding of various groups' DEI perceptions. The City's focus group participants engage in discussions amongst themselves, and a facilitator using several pre-determined questions as guides. Additionally, since different individuals can have different experiences, we recommend several focus groups based on relevant demographic variables (e.g., race, gender, organizational tenure, area of residence, etc.). This approach allows individuals to freely express themselves without fear of judgment or potential repercussion resulting in more honest discussion and higher-quality data.
- **Survey**- A survey is an extremely useful tool for gathering information from a large number of individuals. While interviews and focus groups provide a way to gain in-depth information, it is impossible to utilize these methods to get information from all employees or community members. Surveys ensure that every individual's voice is heard and provides insight into what most employees perceive. Additionally, once created, these surveys can serve as metrics in the future to assess the City's progress toward its DEI goals.

Two distinct surveys will be built for this project—one for City employees and the other for community members. Survey questions will be a combination of standard best practice DEI questions and questions developed based on the information from the surveys and focus groups. This practice ensures a highly targeted and tailored survey that provides specific information.

Gathering data builds awareness of potential gaps or unknown weak spots concerning DEI. It also acts as a readiness assessment to measure how easy or challenging the organization's change will be. Collecting information from various sources using a variety of means provides a more well-rounded perspective regarding the scope of the project, specifically the goals and objectives of different groups. Expectations of this project may vary, so gathering data will allow us to understand these individuals' desires and concerns who will, in turn, identify their readiness to engage in this change. Change of any kind is difficult and

requires managing employees' reactions, thoughts, and emotions. Failing to do so can hinder a project's success by increasing resistance to change, so it is imperative to assess readiness.

Data Review & Analysis, Report Development, and Presentation

Once the data collection phase is completed, the resulting information will be analyzed and captured in a report. Information will be parsed based on whether it came from City employees or from community members

The structure of H-C-H's reports begins with an executive summary. The executive summary provides a high-level overview of the project's background, results, and recommendations/next steps. Next, the report details the processes used to collect the organizational assessment data. Information about the various methods of data collection mentioned above, such as what documents were reviewed, how participants were selected, and the number of respondents will be highlighted. Additionally, this section will also detail how all data gathered was synthesized and analyzed. The third section of the report will provide an in-depth look at the data collected. Qualitative data from the policy/procedure/processes review, interviews, and focus groups will be analyzed using content analysis to capture the emergent themes and to provide additional context. Quantitative data from the employee demographic evaluation and the survey will be analyzed to give a broad snapshot of the City as a whole and broken down by specific demographics (e.g., department, gender, tenure, race/ethnicity, etc.). Together, this information will provide an understanding of the City's DEI strengths, weaknesses, opportunities, barriers, and future directions. Finally, using the resulting themes, H-C-H will make recommendations specifically created to meet the City's needs and leverage existing strengths. Recommendations are based on best practices, academic research, and H-C-H's over 21 years of experience in the field. Because any DEI project is a change management project, we structure our recommendations to maintain momentum by highlighting 'quick wins' that are visible and can then lead to more long-term changes. A few previous examples of recommendations that H-C-H has implemented or aided clients in implementing have included the following: development of DEI vision, mission, and philosophy statements; employee resource groups; diversity mentoring programs; establishing and training a DEI Council, etc.

Additionally, we provide recommendations for instituting a balanced scorecard approach to assessing DEI strategies and initiatives. A DEI balanced scorecard involves assessing progress via nine categories; each category is aligned with the organization’s vision, mission, values, culture, and strategy. See the scorecard illustration below.



These scorecard components are unique to each client based on the results of the assessment and organizational culture it desires to create.

Once this report is finalized, it will be presented to the D and I Commission and then the full City Council. These sessions are designed to provide additional context to the written report and answer any questions that may exist. Presenting the report to these individuals allows them to process and reflect before the report or an abbreviated version is shared organization-wide.

Sharing the results of the data collection effort is extremely important for DEI projects of this nature. Failure to share these results gives the appearance that the organization is attempting to hide something. Communicating helps avoid distrust while also providing a source of accountability for change and engendering momentum for the project. H-C-H will provide the City with guidance on how to disseminate this information throughout the organization successfully.

Initiative Creation & Implementation

The recommendations presented in the report given to senior leadership are based on H-C-H's expertise in the field, DEI best practices and benchmarks, and experience with similar organizations. To ensure maximum organizational effectiveness, these recommendations need to be discussed with the City and jointly tailored to fit its culture and align with the City's strategic plan. Initiatives that are implemented during this stage of the DEI process are meant to be long-term, systemic changes. Listed below is a sample of initiatives that are designed to enable the organization to reach its future state goals. Because H-C-H utilizes the DEI needs assessment to ensure a highly tailored approach, the actual initiatives will not be finalized until after the data collection. However, listed below are samples of initiatives H-C-H has implemented with other clients and that are considered best practices:

- **Diversity, Equity, and Inclusion Committee** – Best practices usually start with establishing a DEI Committee. A committee consists of individuals representing various demographics, departments, and job types who promote DEI. This group works with senior leadership to set the overall strategy and direction in this area and subsequently identifies, develops, and executes new policies, procedures, and initiatives resulting in long-term success. Once established, this Committee will build team rapport, create operating norms and procedures, and define diversity, equity, and inclusion for the City.
- **Diversity, Equity, and Inclusion Statement** – A key component of any DEI strategy is a statement that details the organization's commitment to these ideals. This statement acts as a broad roadmap detailing the City's mission, vision, values, and goals around DEI, which then informs everything the City does. It acts as a guide to which all activities can be compared against. Typically, H-C-H has worked with the organization's Diversity, Equity, and Inclusion Committee to develop these statements, ensuring that they meet best practices and fit within the organizational culture. Statements such as these are not only for internal use but also for external purposes. Sharing the diversity, equity, and inclusion statement externally communicates the importance the City places on this important topic. H-C-H will work together with the City to communicate this statement using a variety of methods. H-C-H has aided in creating newsletters, email memos, websites/webpages, printed posters/flyers, and town hall meetings that have communicated the DEI statement with past clients.
- **Diversity, Equity, Inclusion, & Unconscious Bias Training** – One of the fundamental concerns for an organization regarding DEI is ensuring that employees have the necessary knowledge, skills, and abilities. Training on these topics is foundational for long-term success for the organization. Defining what diversity, equity, and inclusion mean, how they impact the organization, and how individuals can help promote them ensures that employees support the City's desired future state. Additionally, training detailing what unconscious bias is, its negative impact, and how to reduce it can help individuals avoid promoting individual and systemic prejudice that they may not even be aware they were promoting.

H-C-H currently has a base program that it has developed based on research and best practices that it will tailor to the City's needs as determined from the data collection effort. Learning objectives from previous courses that H-C-H has tailored and facilitated for clients include:

- ❖ Gain an understanding of the definitions of diversity and inclusion as they apply to the workplace

DIVERSITY & INCLUSION ASSESSMENT / 2022-008

- ❖ Recognize the difference between equality and equity as it relates to organizational functioning and operation
 - ❖ Understand how diversity and inclusion drive and impact organizational success
 - ❖ Ascertain individual and organizational placement on the diversity competence continuum
 - ❖ Distinguish between behaviors ranging from diversity destructiveness to leveraging diversity
 - ❖ Discover the psychological principles that result in unconscious bias and impact human behavior
 - ❖ Identify personal discomforts and biases with the diverse population that exists within the broader population
 - ❖ Learn skills and principles that will positively impact an individual's behaviors regarding diversity, equity, and inclusion
 - ❖ Promote a culture that values differences and challenges any threat to individuals' dignity and well-being
- **Human Resources/People Policies, Recruitment, & Retention Plan** – After evaluating the City's current human resources policies and procedures, H-C-H will work jointly with the City to craft new ones to promote diversity, equity, and inclusion. Assessing human resources practices such as recruitment, selection, onboarding, and performance management are areas that have a high potential for bias. H-C-H will draw on its years of experience to address and rectify any identified issues to support EEO compliance. One such recommendation is to create new or modify existing workflow processes. Workflow processes reduce bias in human resource activities by describing, in detail, the necessary steps for executing important tasks while making individuals aware of ways bias can impact these behaviors. Biases can creep into our thought patterns and behaviors, especially when there is little instruction or things are unclear. To avoid bias tainting important decisions, detailing the required steps and actions for an important task (e.g., evaluating resumes, creating interview questions, forming an interview panel, etc.) ensures that all individuals follow the same processes instead of their own approach.
- **Employee Resource Groups** -- Employee Resource Groups (ERG) are employee-led groups based on employee identity or experience that are focused on providing professional development, establishing community, and providing support. Employees can participate in an open forum with fellow employees with which they share an identity. This group's benefits include a unified voice regarding DEI issues and considerations, a sense of community for all employees, and increased organizational commitment and effectiveness. More than anything, these groups communicate the importance of DEI to employees and provide an opportunity for the organization to grow. ERGs also provide a psychologically safe space for employees to discuss their challenges while offering suggestions for improving the culture and performing work.
- **Diversity Mentoring Program** -- Another effective initiative that produces long-term change and equity is the establishment of leadership and mentoring programs specifically focused on diversity. Groups that have been historically disadvantaged in the workplace (e.g., persons of color, women, individuals with disabilities, etc.) typically experience fewer opportunities for leadership positions and fewer opportunities to develop skills necessary for these leadership positions. Leadership and mentoring programs specifically created for these historically disadvantaged individuals recognize

the bias and discrimination these individuals have faced and seek to promote equity by providing opportunities for them to receive leadership-specific training and make them highly visible and attractive candidates for future leadership positions in the organization. Often, employees are less likely to stay with an organization if they do not see people who look like them (e.g., race, gender, disability, age, etc.) represented within the organization. The assumption is that diversity is not an important consideration for the organization or that there is no upward mobility for certain groups of people within the organization. Instituting this kind of leadership or mentoring program communicates the organization's commitment to DEI. An added benefit is that programs of this kind are extremely attractive to potential candidates, thereby increasing the organization's pool of candidates.

Depending on how the City is organized, its human resources policies, if unions exist, and a myriad of other factors related to the government will determine how to create a mentoring program or if such a program can be developed for the City.

EXHIBIT B
TO
SERVICES AGREEMENT
BETWEEN
THE CITY OF LEE'S SUMMIT
AND
HICKS-CARTER-HICKS, LLC

SCOPE OF WORK

The Contractor ("H-C-H") shall perform a Diversity and Inclusion ("D and I") Assessment of the City Organization and Community and submit the resulting report to the Commission on Diversity and Inclusion and the City Council.

This following outlines Hicks-Carter-Hicks ("H-C-H") services for the City of Lee's Summit ("City") Diversity and Inclusion Assessment and associated work services. The approach, detailed below, is designed to provide the City with in-depth information from both the employees that make up the City's workforce and the community that the City serves. H-C-H's systematic approach utilizes research and assessments, change management/organizational development, and core diversity, equity, and inclusion (DEI) principles. Integrating essential concepts from these disciplines ensures that valuable information is gathered, initiatives are specifically tailored to address issues, and recommendations are aligned with the City's mission, vision, and values. Utilizing this approach provides the City with comprehensive data and an integrated process for developing and implementing its DEI strategy, initiatives, and action plans.

1. Initial Meeting.

An initial meeting will be held to establish the relationship between H-C-H and the City. H-C-H will coordinate setting up the meeting with the City Manager or his designee. The planning for the rest of the assessment will commence with this meeting and include the following key steps identified by H-C-H in their proposal to the City.

2. Communications Plan

The first step is to communicate about the project to both employees and the community. It is highly recommended that communication occurs early and often. Collaboratively, both the City and H-C-H will develop a communication strategy and a corresponding plan. The strategy will include the following components:

- a. Addressing the desire to create a more diverse, equitable, and inclusive City
- b. Project Purpose: What is the goal of the Diversity & Inclusion Assessment? What are the steps to accomplish this?
- c. Desired future state: What does success look like? How will it benefit the organization and the employees?
- d. Action: What will be done to address the issue and change the current state?
- e. Owners: Who oversees the change process communication?
- f. Audiences: Who is receiving different kinds of communication?
- g. Frequency: How often is the message being disseminated to different audiences?
- h. Mediums: What types or methods of communication will be used?
- i. Communicators: From whom is the message coming?

Once H-C-H and the City develop the communication strategy and plan, communication can begin.

3. D and I Assessment

Several data collection methods will be utilized to understand the City's DEI strengths, weaknesses, barriers, and opportunities. This information is also valuable for identifying ways to move from the current state to the desired future state. The following list provides an overview of our data collection methods:

- a. Policy, Procedure, and Process Review - H-C-H will audit and analyze the City's human resources policies and procedures, including, but not limited to, recruiting, hiring, onboarding, performance management and evaluation, succession planning, benefits, handbook, EEO reports, etc.
- b. Employee Demographic Evaluation - Evaluate the current demographic composition of the organization. Determining the City's starting point will help develop goals and metrics that can be used to evaluate progress towards the desired future state.
- c. Interviews - Typically, interviews are conducted with senior leadership members and other key individuals within the City. Additionally, individuals can provide more in-depth information on policies and procedures that may be hindering DEI. Documentation outlining requirements may exist, but they serve no purpose if they are not followed or utilized. Interviews can provide insight-if this is the case--as well as identify underlying reasons. From a community engagement perspective, interviews are typically done with key partners who represent community organizations, nonprofits, volunteer groups, etc., who are not employed by the City but who work with the City closely. These individuals can provide unique information because of their knowledge of the City and its operation, the community's needs, and the various groups they work with or serve. Up to 18 interviews with key individuals identified jointly by H-C-H and the City's project manager to determine the current DEI state. Interviews are up to 45 minutes each.
- d. Focus Groups - These sessions will involve a facilitated discussion regarding individuals' perceptions of the City's DEI strengths and development areas and are conducted with City employees and community members. Focus groups are conducted to gain a better understanding of various groups' DEI perceptions. The City's focus group participants engage in discussions amongst themselves, and a facilitator using several pre-determined questions as guides. Additionally, since different individuals can have different experiences, we recommend several focus groups based on relevant demographic variables (e.g., race, gender, organizational tenure, area of residence, etc.). This approach allows individuals to freely express themselves without fear of judgment or potential repercussion resulting in more honest discussion and higher-quality data. Conduct up to 12 one-and-a-half-hour focus groups with key parties to determine the City's current DEI state. The maximum number of participants per focus group is 15.
- e. Survey- A survey is an extremely useful tool for gathering information from a large number of individuals. While interviews and focus groups provide a way to gain in-depth information, it is impossible to utilize these methods to get information from all employees or community members. Surveys ensure that every individual's voice is heard and provides insight into what most employees perceive. Additionally, once created, these surveys can serve as metrics in the future to assess the City's progress toward its DEI goals. Create and administer an employee and community online DEI survey for up to 2,000 participants total. Two distinct surveys will be built for this project; one for City employees and the other for community members. Survey questions will be a combination of standard best practice DEI questions and questions developed based on the information from the surveys and focus groups. This practice ensures a highly targeted and tailored survey that provides specific information.

Travel: H-C-H will travel to the City of Lee's Summit, up to three trips, up to two days per trip to interact and collect information in person. If additional trips are needed, with prior approval from the City Manager, H-C-H will charge the amount identified in the project fee schedule for additional trips.

4. Data Review and Analysis and Report Development

Once the data has been collected H-C-H will begin the analysis of the data and synthesis into key themes and findings resulting the creation of the executive summary.

The executive summary provides a high-level overview of the project's background, results, and recommendations/next steps. Next, the report details the processes used to collect the organizational assessment data. Information about the various methods of data collection mentioned above, such as what documents were reviewed, how participants were selected, and the number of respondents will be highlighted. Additionally, this section will also detail how all data gathered was synthesized and analyzed. The third section of the report will provide an in-depth look at the data collected. Qualitative data from the policy/procedure/processes review, interviews, and focus groups will be analyzed using content analysis to capture the emergent themes and to provide additional context. Quantitative data from the employee demographic evaluation and the survey will be analyzed to give a broad snapshot of the City as a whole and broken down by specific demographics (e.g., department, gender, tenure, race/ethnicity, etc.). Together, this information will provide an understanding of the City's DEI strengths, weaknesses, opportunities, barriers, and future directions. Finally, using the resulting themes, H-C-H will make recommendations specifically created to meet the City's needs and leverage existing strengths. Recommendations are based on best practices, academic research, and H-C-H's over 21 years of experience in the field. Because any DEI project is a change management project, we structure our recommendations to maintain momentum by highlighting 'quick wins' that are visible and can then lead to more long-term changes.

Additionally, H-C-H will provide recommendations for instituting a balanced scorecard approach to assessing DEI strategies and initiatives. A DEI balanced scorecard involves assessing progress via nine categories; each category is aligned with the organization's vision, mission, values, culture, and strategy. These scorecard components are unique to each client based on the results of the assessment and organizational culture it desires to create.

5. Presentation

H-C-H will present up to three (3) two-hour presentations to the key stakeholders as coordinated with the City Manager. The presentation will include an overview of the executive summary and recommendations.

6. Raw data

H-C-H will not provide the City with any raw data or notes from its data collection process involving interviews, focus groups, and surveys. Any raw data or notes from interviews, focus groups, and surveys will be provided to the City in a written report in an aggregated format and with written themes only (no verbatim comments). H-C-H will retain ownership of its raw data and notes from the data collection process. Written report will be provided electronically.

EXHIBIT C
TO
SERVICES AGREEMENT
BETWEEN
THE CITY OF LEE'S SUMMIT
AND
HICKS-CARTER-HICKS, LLC

PROPOSAL FEES / COSTS

See following page(s).

Section
3

Project Fees

Cost Breakdown by Task/Deliverable

The following table details the cost for each essential task. The total project fee is \$71,200.00.

<u>Key Tasks</u>	<u>Deliverables</u>	<u>Cost</u>
1. Introductory meeting with key stakeholders to develop and gain an in-depth understanding of the City's project aims, scope, and organizational culture. (Prep, project plan development, and related post-work included.) (In-person or virtual)	Deliverable 1: <i>Introductory Meeting</i>	\$3,000.00
2. Assist the City with a communication plan regarding the project, its status, and outcomes.	Deliverable 2: <i>Communication Materials</i>	\$2,800.00
3. Conduct up to 18 interviews (between 45 minutes and one hour) with key individuals identified jointly by H-C-H and the City's Project Manager to determine the current DEI state. (Virtual)	Deliverable 3: <i>Interviews with Key Stakeholders (Employees and Community)</i>	\$9,500.00
4. Conduct up to 12 one-and-a-half-hour focus groups with key parties to determine the City's current DEI state. The maximum number of participants per focus group is 15. (Virtual) (Prep, delivery, and related post-work.)	Deliverable 4: <i>Focus Groups with Key Stakeholders (Employees and Community)</i>	\$14,400.00
5. Create and administer an employee & community online DEI survey for up to 2,000 participants total.	Deliverable 5: <i>Employee DEI Survey</i>	\$13,500.00
6. Audit and analysis of key human resources/people policies. (Online using H-C-H's cloud technology)		\$15,000.00
7. Analysis of collected data and synthesis into key themes and findings.		\$5,500.00
8. Create a report detailing the results of the entire assessment along with recommendations that will be presented to key stakeholders within the City. (Up to three two-hour presentations)	Deliverable 6: <i>DEAI Audit Findings & Recommendations Report and Presentation</i>	\$7,500.00

DIVERSITY & INCLUSION ASSESSMENT / 2022-008

Note: The updated fees include the additional work onsite with City leadership, the Diversity & Inclusion Commission, and community stakeholders. The additional onsite work requires three trips, two days each trip for two consultants. The project fee of \$71,200.00 includes the additional work.

If any additional travel is needed, it would be charged at cost.