

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

Partners for Public Good

Purchasing Strategic Reform

THIS PROFESSIONAL CONSULTANT SERVICES AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 2025 (“Effective Date”), by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation (“City”), and Partners for Public Good, a California non-profit corporation (“Consultant”).

1. **Scope of Services.** City agrees to retain and does hereby retain Consultant and Consultant agrees to provide the services more particularly described in Exhibit “A,” “Scope of Services” (“Services”), attached hereto and incorporated herein by reference, in conjunction with Purchasing Strategic Reform (“Project”).

2. **Term.** This Agreement shall be effective on the date first written above and shall remain in effect until March 1, 2026, unless otherwise terminated pursuant to the provisions herein.

3. **Compensation/Payment.** Consultant shall perform the Services under this Agreement for the total sum not to exceed Three Hundred and Thirty Thousand Dollars (\$330,000.00) payable in accordance with the terms set forth in Exhibit “B.” Said payment shall be made in accordance with City’s usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed. The invoices shall be delivered to City at the address set forth in Section 4 hereof.

4. **Notices.** Any notices required to be given, hereunder shall be in writing and shall be personally served or given by mail. Any notice given by mail shall be deemed given when deposited in the United States Mail, certified and postage prepaid, addressed to the party to be served as follows:

To City

Finance Dept.
City of Riverside
Attn: Jennifer McCoy
3900 Main Street
Riverside, CA 92522

To Consultant

Partners for Public Good
Attn: Kailey Burger
1601 S Bentley Ave, Unit 201
Los Angeles, CA 90025

5. **Prevailing Wage.** If applicable, Consultant and all subcontractors are required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations under Section 1720 et seq. of the California Labor Code and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director’s determination is available on-line at www.dir.ca.gov/dlsr/DPreWageDetermination.htm and is referred to and made a part hereof; the wage rates therein ascertained, determined, and specified are referred to and made a part hereof as though fully set forth herein.

6. **Contract Administration.** A designee of the City will be appointed in writing by the City Manager or Department Director to administer this Agreement on behalf of City and shall be referred to herein as Contract Administrator.

7. **Standard of Performance.** While performing the Services, Consultant shall exercise the reasonable professional care and skill customarily exercised by reputable members of Consultant's profession practicing in the Metropolitan Southern California Area and shall use reasonable diligence and best judgment while exercising its professional skill and expertise.

8. **Personnel.** Consultant shall furnish all personnel necessary to perform the Services and shall be responsible for their performance and compensation. Consultant recognizes that the qualifications and experience of the personnel to be used are vital to professional and timely completion of the Services. The key personnel listed in Exhibit "C" attached hereto and incorporated herein by this reference and assigned to perform portions of the Services shall remain assigned through completion of the Services, unless otherwise mutually agreed by the parties in writing, or caused by hardship or resignation in which case substitutes shall be subject to City approval.

9. **Assignment and Subcontracting.** Neither party shall assign any right, interest, or obligation in or under this Agreement to any other entity without prior written consent of the other party. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of assignor under this Agreement, in a writing satisfactory to the parties. Consultant acknowledges that any assignment may, at the City's sole discretion, require City Manager and/or City Council approval. Consultant shall not subcontract any portion of the work required by this Agreement without prior written approval by the responsible City Contract Administrator. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 12. The Consultant acknowledges and agrees that the City is an intended beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between any subcontractor and the City.

10. **Independent Contractor.** In the performance of this Agreement, Consultant, and Consultant's employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the City of Riverside. Consultant acknowledges and agrees that the City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to Consultant, or to Consultant's employees, subcontractors and agents. Consultant, as an independent contractor, shall be responsible for any and all taxes that apply to Consultant as an employer.

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11. Indemnification.

11.1 Design Professional Defined. For purposes of this Agreement, “Design Professional” includes the following:

- A. An individual licensed as an architect pursuant to Chapter 3 (commencing with Section 5500) of Division 3 of the Business and Professions Code, and a business entity offering architectural services in accordance with that chapter.
- B. An individual licensed as a landscape architect pursuant to Chapter 3.5 (commencing with Section 5615) of Division 3 of the Business and Professions Code, and a business entity offering landscape architectural services in accordance with that chapter.
- C. An individual registered as a professional engineer pursuant to Chapter 7 (commencing with Section 6700) of Division 3 of the Business and Professions Code, and a business entity offering professional engineering services in accordance with that chapter.
- D. An individual licensed as a professional land surveyor pursuant to Chapter 15 (commencing with Section 8700) of Division 3 of the Business and Professions Code, and a business entity offering professional land surveying services in accordance with that chapter.

11.2 Defense Obligation For Design Professional Liability. Consultant agrees, at its cost and expense, to promptly defend the City, and the City’s employees, officers, managers, agents and council members (collectively the “Parties to be Defended”) from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings to the extent the same arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. Consultant will reimburse City for reasonable defense costs for claims arising out of Consultant’s professional negligence based on the percentage of Consultant’s liability. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant’s Services under this Agreement.

11.3 Indemnity For Design Professional Liability. When the law establishes a professional standard of care for Consultant’s services, to the fullest extent permitted by law, Consultant shall indemnify, protect and hold harmless the City and the City’s employees, officers, managers, agents, and Council Members (“Indemnified Parties”) from and against any and all claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fines and penalties, liabilities or losses of any kind or nature whatsoever to the extent the same arise out of, pertain to, or

relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party.

11.4 Defense Obligation For Other Than Design Professional Liability.

Consultant agrees, at its cost and expense, to promptly defend the City, and the City's employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings which arise out of, or relate to, or are in any way connected with: 1) the Services, work, activities, operations, or duties of the Consultant, or of anyone employed by or working under the Consultant, or 2) any breach of the Agreement by the Consultant. This duty to defend shall apply whether or not such claims, allegations, lawsuits or proceedings have merit or are meritless, or which involve claims or allegations that any or all of the Parties to be Defended were actively, passively, or concurrently negligent, or which otherwise assert that the Parties to be Defended are responsible, in whole or in part, for any loss, damage or injury. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

11.5 Indemnity For Other Than Design Professional Liability. Except as to the sole negligence or willful misconduct of the City, Consultant agrees to indemnify, protect and hold harmless the Indemnified Parties from and against any claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fine and penalties, liabilities or losses of any kind or nature whatsoever whether actual, threatened or alleged, which arise out of, pertain to, or relate to, or are a consequence of, or are attributable to, or are in any manner connected with the performance of the Services, work, activities, operations or duties of the Consultant, or anyone employed by or working under the Consultant or for services rendered to Consultant in the performance of this Agreement, notwithstanding that the City may have benefited from its work or services. This indemnification provision shall apply to any acts, omissions, negligence, recklessness, or willful misconduct, whether active or passive, on the part of the Consultant or anyone employed or working under the Consultant.

12. Insurance.

12.1 General Provisions. Prior to the City's execution of this Agreement, Consultant shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

12.1.1 Limitations. These minimum amounts of coverage shall not constitute any limitation or cap on Consultant's indemnification obligations under Section 11 hereof.

12.1.2 **Ratings.** Any insurance policy or coverage provided by Consultant or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

12.1.3 **Cancellation.** The policies shall not be canceled unless thirty (30) days' prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.

12.1.4 **Adequacy.** The City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Consultant pursuant to this Agreement are adequate to protect Consultant. If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage as Consultant deems adequate, at Consultant's sole expense.

12.2 **Workers' Compensation Insurance.** By executing this Agreement, Consultant certifies that Consultant is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Consultant shall carry the insurance or provide for self-insurance required by California law to protect said Consultant from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, Consultant shall file with City either 1) a certificate of insurance showing that such insurance is in effect, or that Consultant is self-insured for such coverage, or 2) a certified statement that Consultant has no employees, and acknowledging that if Consultant does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given ten (10) days' prior written notice before modification or cancellation thereof.

12.3 **Commercial General Liability and Automobile Insurance.** Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure Consultant against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Consultant. The City, and its officers, employees and agents, shall be named as additional insureds under the Consultant's insurance policies.

12.3.1 Consultant's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.

12.3.2 Consultant's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Consultant's automobile and/or commercial general liability

insurance policies shall cover all vehicles used in connection with Consultant's performance of this Agreement, which vehicles shall include, but are not limited to, Consultant owned vehicles, Consultant leased vehicles, Consultant's employee vehicles, non-Consultant owned vehicles and hired vehicles.

12.3.3 Prior to City's execution of this Agreement, copies of insurance policies or original certificates along with additional insured endorsements acceptable to the City evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with City and shall include the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

12.3.4 The insurance policy or policies shall also comply with the following provisions:

- a. The policy shall be endorsed to waive any right of subrogation against the City and its sub-consultants, employees, officers and agents for services performed under this Agreement.
- b. If the policy is written on a claims-made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.
- c. The policy shall specify that the insurance provided by Consultant will be considered primary and not contributory to any other insurance available to the City and Endorsement No. CG 20010413 shall be provided to the City.

12.4 **Errors and Omissions Insurance.** Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, errors and omissions professional liability insurance in the minimum amount of \$1,000,000 to protect the City from claims resulting from the Consultant's activities.

12.5 **Subcontractors' Insurance.** Consultant shall require all of its subcontractors to carry insurance, in an amount sufficient to cover the risk of injury, damage or loss that may be caused by the subcontractors' scope of work and activities provided in furtherance of this Agreement, including, but without limitation, the following coverages: Workers Compensation, Commercial General Liability, Errors and Omissions, and Automobile liability. Upon City's request, Consultant shall provide City with satisfactory evidence that Subcontractors have obtained insurance policies and coverages required by this section.

13. **Business Tax.** Consultant understands that the Services performed under this Agreement constitutes doing business in the City of Riverside, and Consultant agrees that Consultant will register for and pay a business tax pursuant to Chapter 5.04 of the Riverside Municipal Code and keep such tax certificate current during the term of this Agreement.

14. **Time of Essence.** Time is of the essence for each and every provision of this Agreement.

15. **City's Right to Employ Other Consultants.** City reserves the right to employ other Consultants in connection with the Project. If the City is required to employ another consultant to complete Consultant's work, due to the failure of the Consultant to perform, or due to the breach of any of the provisions of this Agreement, the City reserves the right to seek reimbursement from Consultant.

16. **Accounting Records.** Consultant shall maintain complete and accurate records with respect to costs incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

17. **Confidentiality.** All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant, except as otherwise directed by City's Contract Administrator. Nothing furnished to Consultant which is otherwise known to the Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production, website, or other similar medium without the prior written consent of the City.

18. **Ownership of Documents.** All reports, maps, drawings and other contract deliverables prepared under this Agreement by Consultant shall be and remain the property of City. Consultant shall not release to others information furnished by City without prior express written approval of City.

19. **Copyrights.** Consultant agrees that any work prepared for City which is eligible for copyright protection in the United States or elsewhere shall be a work made for hire. If any such work is deemed for any reason not to be a work made for hire, Consultant assigns all right, title and interest in the copyright in such work, and all extensions and renewals thereof, to City, and agrees to provide all assistance reasonably requested by City in the establishment, preservation and enforcement of its copyright in such work, such assistance to be provided at City's expense but without any additional compensation to Consultant. Consultant agrees to waive all moral rights relating to the work developed or produced, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications.

20. **Conflict of Interest.** Consultant, for itself and on behalf of the individuals listed in Exhibit “C,” represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, in the Project affected by the above-described Services. Consultant further warrants that neither Consultant, nor the individuals listed in Exhibit “C” have any real property, business interests or income interests that will be affected by this project or, alternatively, that Consultant will file with the City an affidavit disclosing any such interest.

21. **Solicitation.** Consultant warrants that Consultant has not employed or retained any person or agency to solicit or secure this Agreement, nor has it entered into any agreement or understanding for a commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement. For breach of this warranty, City shall have the right to terminate this Agreement without liability and pay Consultant only for the value of work Consultant has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from Consultant the full amount of such commission, percentage, brokerage or commission fee. The remedies specified in this section shall be in addition to and not in lieu of those remedies otherwise specified in this Agreement.

22. **General Compliance With Laws.** Consultant shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of services by Consultant pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations. Consultant represents and warrants that Consultant has obtained all necessary licenses to perform the Scope of Services and that such licenses are in good standing. Consultant further represents and warrants that the services provided herein shall conform to all ordinances, policies and practices of the City of Riverside.

23. **Waiver.** No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any such action or failure to act constitute approval of or acquiescence in any breach thereunder, except as may be specifically, provided in this Agreement or as may be otherwise agreed in writing.

24. **Amendments.** This Agreement may be modified or amended only by a written agreement and/or change order executed by the Consultant and City.

25. **Termination.** City, by notifying Consultant in writing, shall have the right to terminate any or all of Consultant’s services and work covered by this Agreement at any time. In the event of such termination, Consultant may submit Consultant’s final written statement of the amount of Consultant’s services as of the date of such termination based upon the ratio that the work completed bears to the total work required to make the report complete, subject to the City’s rights under Sections 15 and 26 hereof. In ascertaining the work actually rendered through the termination date, City shall consider completed work, work in progress and complete and incomplete reports and other documents only after delivered to City.

25.1 Other than as stated below, City shall give Consultant thirty (30) days’ prior written notice prior to termination.

25.2 City may terminate this Agreement upon fifteen (15) days' written notice to Consultant, in the event:

25.2.1 Consultant substantially fails to perform or materially breaches the Agreement; or

25.2.2 City decides to abandon or postpone the Project.

26. **Offsets.** Consultant acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which Consultant owes or may owe to the City, City reserves the right to withhold and offset said amounts from payments or refunds or reimbursements owed by City to Consultant. Notice of such withholding and offset, shall promptly be given to Consultant by City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to the City, City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

27. **Successors and Assigns.** This Agreement shall be binding upon City and its successors and assigns, and upon Consultant and its permitted successors and assigns, and shall not be assigned by Consultant, either in whole or in part, except as otherwise provided in paragraph 9 of this Agreement.

28. **Venue.** Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in the Superior Court, County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county. In the event either party hereto shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition of this Agreement, it is mutually agreed that each party will bear their own attorney's fees and costs.

29. **Nondiscrimination.** During Consultant's performance of this Agreement, Consultant shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, genetic information, gender, gender identity, gender expression, or sexual orientation, military and veteran status, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Consultant agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

30. **Severability.** Each provision, term, condition, covenant and/or restriction, in whole and in part, of this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, of this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement, and the remainder of the Agreement shall continue in full force and effect.

31. **Authority.** The individuals executing this Agreement and the instruments referenced herein on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions hereof and thereof.

32. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

33. **Digital and Counterpart Signatures.** Each party to this Agreement intends and agrees to the use of digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (Civil Code §§ 1633.1, et seq.), California Government Code § 16.5, and California Code of Regulations Title 2 Division 7 Chapter 10, to execute this Agreement. The parties further agree that the digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures for purposes of validity, enforceability, and admissibility. For purposes of this section, a “digital signature” is defined in subdivision (d) of Section 16.5 of the Government Code and is a type of “electronic signature” as defined in subdivision (h) of Section 1633.2 of the Civil Code. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each certified or authenticated electronic copy of an encrypted digital signature shall be deemed a duplicate original, constituting one and the same instrument and shall be binding on the parties hereto.

34. **Interpretation.** City and Consultant acknowledge and agree that this Agreement is the product of mutual arms-length negotiations and accordingly, the rule of construction, which provides that the ambiguities in a document shall be construed against the drafter of that document, shall have no application to the interpretation and enforcement of this Agreement.

34.1 Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of the Agreement or any of its terms. Reference to section numbers, are to sections in the Agreement unless expressly stated otherwise.

34.2 This Agreement shall be governed by and construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement.

34.3 In the event of a conflict between the body of this Agreement and Exhibit “A” - Scope of Services hereto, the terms contained in Exhibit “A” shall be controlling.

35. **Exhibits.** The following exhibits attached hereto are incorporated herein to this Agreement by this reference:

Exhibit “A” - Scope of Services
Exhibit “B” - Compensation
Exhibit “C” - Key Personnel

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, City and Consultant have caused this Professional Consultant Services Agreement to be duly executed the day and year first above written.

CITY OF RIVERSIDE, a California
charter city and municipal corporation

PARTNERS FOR PUBLIC GOOD, a California
non-profit public corporation

By: _____
Mike Futrell
City Manager

By: Kailey Burger
Kailey Burger (Feb 7, 2025 08:25 PST)
Print Name: Kailey Burger
Title: CEO
(Signature of Board Chair, President, or Vice
President)

Attest: _____
Donesia Gause
City Clerk

and

Certified as to Availability of Funds:

By: Sharon Lai
Print Name: Sharon Lai
Title: Secretary
(Signature of Secretary, Assistant Secretary, CFO,
Treasurer, or Assistant Treasurer)

By: [Signature]
Chief Financial Officer

APPROVED AS TO FORM:

By: Sean Murphy
Sean B. Murphy
Deputy City Attorney

EXHIBIT “A”

SCOPE OF SERVICES

The below scope of services is not intended to include services related to “Design Professional” services, as defined in Section 11.1.

Section 11.4 of the Agreement, “Defense Obligation For Other Than Design Professional Liability”, is hereby amended by changing:

“Consultant agrees, at its cost and expense, to promptly defend the City, and the City’s employees, officers, managers, agents and council members (collectively the “Parties to be Defended”) from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings which arise out of, or relate to, or are in any way connected with: 1) the Services, work, activities, operations, or duties of the Consultant, or of anyone employed by or working under the Consultant, or 2) any breach of the Agreement by the Consultant. This duty to defend shall apply whether or not such claims, allegations, lawsuits or proceedings have merit or are meritless, or which involve claims or allegations that any or all of the Parties to be Defended were actively, passively, or concurrently negligent, or which otherwise assert that the Parties to be Defended are responsible, in whole or in part, for any loss, damage or injury. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant’s Services under this Agreement.”

To

“Consultant agrees, at its cost and expense, to promptly defend the City, and the City’s employees, officers, managers, agents and council members (collectively the “Parties to be Defended”) from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings which arise out of, or relate to, or are in any way connected with: 1) the Services, work, activities, operations, or duties of the Consultant, or of anyone employed by or working under the Consultant, or 2) any breach of the Agreement by the Consultant, **that is caused by Consultant’s gross negligence or intentional misconduct.** This duty to defend shall apply whether or not such claims, allegations, lawsuits or proceedings have merit or are meritless, or which involve claims or allegations that any or all of the Parties to be Defended were actively, passively, or concurrently negligent, or which otherwise assert that the Parties to be Defended are responsible, in whole or in part, for any loss, damage or injury. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant’s Services under this Agreement.”

Section 11.5 of the Agreement, “Indemnity For Other Than Design Professional Liability”, is hereby amended by changing:

Indemnity For Other Than Design Professional Liability. Except as to the sole negligence or willful misconduct of the City, Consultant agrees to indemnify, protect and hold harmless the

Indemnified Parties from and against any claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fine and penalties, liabilities or losses of any kind or nature whatsoever whether actual, threatened or alleged, which arise out of, pertain to, or relate to, or are a consequence of, or are attributable to, or are in any manner connected with the performance of the Services, work, activities, operations or duties of the Consultant, or anyone employed by or working under the Consultant or for services rendered to Consultant in the performance of this Agreement, notwithstanding that the City may have benefited from its work or services. This indemnification provision shall apply to any acts, omissions, negligence, recklessness, or willful misconduct, whether active or passive, on the part of the Consultant or anyone employed or working under the Consultant.

To

Indemnity For Other Than Design Professional Liability. Except as to the sole negligence or willful misconduct of the City, Consultant agrees to indemnify, protect and hold harmless the Indemnified Parties from and against any claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fine and penalties, liabilities or losses of any kind or nature whatsoever whether actual, threatened or alleged, which arise out of, pertain to, or relate to, or are a consequence of, or are attributable to, or are in any manner connected with the performance of the Services, work, activities, operations or duties of the Consultant, or anyone employed by or working under the Consultant or for services rendered to Consultant in the performance of this Agreement, that is caused by Consultant's gross negligence or intentional misconduct, notwithstanding that the City may have benefited from its work or services. This indemnification provision shall apply to any acts, omissions, negligence, recklessness, or willful misconduct, whether active or passive, on the part of the Consultant or anyone employed or working under the Consultant.

Section 11 of the Agreement is hereby amended to include the following subsection:

“11.6 Limitation of Liability. The City acknowledges that performance of the work described in this Agreement will involve the expression of professional ideas, judgments, and opinions by the Consultant, and that it is in the City's interest to have such ideas, judgments and opinions expressed frankly, without concern on the part of Consultant that they will be deemed representations, warranties, or covenants upon which the City may claim reliance. Accordingly the City understands and agrees that Consultant does not and will not make any warranties or representations of any kind, express or implied, concerning the accuracy of ideas, judgments, opinions, recommendations, projections, analyses or estimates which any member of the Consultant team provides to the City under this Agreement (collectively “Contributions”). The City further agrees that (i) any decision the City may make to rely on Contributions shall be at its own risk; and (ii) Consultant should not be liable to the City for, and City shall not make any claim against Consultant or member of Consultant's team relating to any claims, liabilities, losses, damages, costs or expenses of any kind (including attorneys' fees) which the City may at any time sustain or incur in connection with or arising out of any Contributions or the City's

reliance on or use thereof, other than claims, liabilities, losses, damages, costs and expenses resulting from the gross negligence or intentional misconduct of Consultant. Without limiting the foregoing, in no event shall Consultant or any member of Consultant's team be liable for any exemplary or punitive damages in connection with claims arising under or relating to this Agreement, whether based upon a claim or action of contract, warranty, negligence, strict liability or any other legal theory of cause of action, even if advised of the possibility of such damages."

Section 15 of the Agreement, "City's Right to Employ Other Consultants", is hereby amended by changing:

"City reserves the right to employ other Consultants in connection with the Project. If the City is required to employ another consultant to complete Consultant's work, due to the failure of the Consultant to perform, or due to the breach of any of the provisions of this Agreement, the City reserves the right to seek reimbursement from Consultant."

To

"City reserves the right to employ other Consultants in connection with the Project. If the City is required to employ another consultant to complete Consultant's work, due to the failure of the Consultant to perform, or due to the breach of any of the provisions of this Agreement, the City reserves the right to seek **reasonable** reimbursement from Consultant **of any unexpended funds and termination of this Agreement.**"

Section 17 of the Agreement, "Confidentiality", is hereby amended by changing:

"All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant, except as otherwise directed by City's Contract Administrator. Nothing furnished to Consultant which is otherwise known to the Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production, website, or other similar medium without the prior written consent of the City."

To

"All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant, except as otherwise directed by City's Contract Administrator. Nothing furnished to Consultant which is otherwise known to the Consultant or is generally known, or has become known, to the related industry, **or is within the scope of public records available under the City's Freedom of Information Act or corresponding regulation**, shall be deemed confidential. **Neither party** shall not use **the other's** name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio

production, website, or other similar medium without the prior written consent of the **other party**. **However, each party may identify the other in any general description of this Agreement and its customary listing of activities, and Consultant may name the City and describe its engagement with the City in all media, including any magazine, trade paper, newspaper, television or radio production, website, or similar medium. Without limiting the foregoing, neither party shall suggest that its programs, findings or publications have been endorsed by the other party or other party's predecessor or affiliate organizations. The parties acknowledge and agree that any non-disclosure and confidentiality conditions shall not interfere, supersede, or restrict the parties from complying with any statutory obligations, including duties under the California Public Records Act."**

Section 18 of the Agreement, "Ownership of Documents", is hereby amended by changing:

"All reports, maps, drawings and other contract deliverables prepared under this Agreement by Consultant shall be and remain the property of City. Consultant shall not release to others information furnished by City without prior express written approval of City."

To

"All reports, maps, **analyses, research, data, trainings, methodologies, drafts,** drawings, **recommendations,** and other contract deliverables prepared under this Agreement by Consultant shall be and remain the **sole property of Consultant**. **City shall have ownership of all final deliverables prepared under this Agreement that are publicly issued by the City, including issued Requests for Proposals, publicly issued reports, public-facing surveys, and public-facing officially adopted policies or guidances, for which Consultant shall have a fully-paid, royalty-free, non-exclusive, worldwide, irrevocable, perpetual license to use, reproduce, distribute, modify, and transmit in any media now known or hereafter developed.** Consultant shall not release to others information furnished by City without prior express written approval of City, except as otherwise provided for in this Agreement. Consultant shall not disclose any confidential information without express approval of the City. Consultant hereby grants the City a fully-paid, royalty-free, non-exclusive, worldwide, irrevocable, perpetual license to use, reproduce, distribute, modify, and transmit deliverables prepared under this Agreement in any media now known or hereafter developed, for noncommercial purposes and solely to further the City's public purpose, except as limited herein. Where the City seeks to publish, present, or distribute any public-facing report or presentation based on contract deliverables provided under this Agreement, PPG shall receive advance opportunity of at least 30 calendar days to review the proposed report or presentation for accuracy and reputational concerns, and PPG shall receive attribution for its contributions at PPG's discretion. For avoidance of doubt, PPG shall have the right to use, publish, and present publicly any findings, analyses, data and opinions from these deliverables, or from other work performed under this Agreement; provided that no confidential information shall be disclosed in public-facing publications or presentations. The PPG team shall provide the City with opportunity to review any such public-facing publications or publication materials at least 30 calendar days prior to submission for publication or presentation solely for the purpose of identifying any confidential information that is contained therein and should be removed; the City shall perform such review within 30 calendar days of receipt. Publications and presentations of

general conclusions and analyses drawn from work with multiple jurisdictions and publications and presentations that summarize publicly available information about the City's initiatives need not be submitted for review."

Section 19 of the Agreement, "Copyrights", is hereby amended and replaced in its entirety with the following:

"19. Copyrights. The term Work Product as used herein comprises works subject to copyright, including materials, notes, designs, technical data, methodologies, and know-how, research findings, reports, documentation, and other similar work product in any media or formats.

- a. The City shall retain sole ownership of all rights, title, and interest, including all copyrights and intellectual property rights, in and to Work Product developed or acquired by the City or on the City's behalf without the participation of the PPG team or others acting on its behalf.
- b. PPG shall retain sole ownership of all rights, title, and interest, including all copyrights and intellectual property rights, in and to Work Product developed or acquired by PPG or on PPG's behalf without the participation of the City, its employees, or others acting on its behalf.
- c. PPG shall be the sole owner of all rights, title, and interest, including all copyrights and other intellectual property rights, in and to the Work product conceived, created, or provided by PPG under this Agreement, whether alone or with any contribution from the City or its personnel ("PPG Created Materials"). To the extent the City or its personnel may acquire any right or interest in such Work Product by operation of law, the City hereby irrevocably assigns all such right and interest exclusively to PPG. This excludes PPG Created Materials that are final deliverables publicly issued by the City, including issued Requests for Proposals, publicly issued reports, public-facing surveys, and public-facing official City policies or guidances, over which the City shall have ownership.
- d. In connection with the City's pursuit of its public purpose, PPG hereby grants to the City a fully-paid, royalty-free, non-exclusive, worldwide, irrevocable, perpetual license to use, reproduce, distribute, modify, and transmit the PPG Created Materials in any media now known or hereafter developed, subject to the terms of this Agreement.
- e. The City understands and accepts that PPG intends to share PPG Created Materials and related analytic concepts and tools with other jurisdictions in furtherance of its non-profit charitable and educational mission."

Section 28 of the Agreement, "Venue", is hereby amended by changing:

"Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in the Superior Court, County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county. In the event either party hereto shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition of this Agreement, it is mutually agreed that each party will bear their own attorney's fees and costs."

To

“Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in the Superior Court, County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county. In the event either party hereto shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition of this Agreement, it is mutually agreed that each party will bear their own attorney’s fees and costs. **If a dispute between the parties arises in connection with this Agreement, the parties agree to engage in a non-binding dispute resolution process prior to pursuing any action in law or equity. The party seeking to initiate the process must give notice to the other party setting out, in written detail, the issues in dispute and total value of claims being asserted. The parties shall attempt to resolve the dispute through direct negotiations in good faith. If the parties fail to resolve the dispute or any reasons by direct negotiations within thirty (30) days of initiation of the dispute resolution process, the parties agree that the terms of this provision apply.”**

Project Proposal

Project Goals

Through this project PPG will provide hands-on technical assistance to help Riverside make progress on the following key goals:

1. Improve procurement to be a **high-performing government** function
2. Support **equitable economic opportunity** and growth by promoting access to City contracting opportunities for all, including for the local economy
3. Advance **community well-being** by enabling better and more sustainable delivery of contracted services to the City's diverse community

PPG's technical assistance will include (but may not be limited to) supporting Riverside in exploring six key aspects of procurement reform, as outlined in Riverside's Purchasing Strategic Plan:

1. Contract management program implementation
2. DBE program reform
3. Vendor management
4. Local preference reform
5. Sustainability program planning
6. Purchasing streamlining

Our Approach

Phase I: Scoping

Our typical project approach starts with scoping. It is important that we begin a project with curiosity, humility, and an orientation toward understanding the experience of staff doing this work every day. We find that by beginning a project in this way, we're able to build trust, buy-in, and gather meaningful insights that might otherwise go unheard. Our scoping process often involves reviewing foundational documents, conducting interviews, facilitating focus groups and brainstorming meetings, reviewing data, engaging in desktop research on best practices, and holding synthesis or meaning-making sessions in order to formulate problem statements and action plans.

We propose beginning this project with a scoping phase for up to 3 months to review Riverside's current procurement processes, conduct foundational research, and diagnose root cause challenges. Through scoping, we can understand feasibility and also assess the order in which to sequence each workstream. For example, we typically find that process improvements such as those explored in the "Purchasing streamlining" workstream can be foundational to enabling progress in other areas because they clarify the procurement process and free up staff time to focus on more strategic efforts.

For each workstream we anticipate the following scoping activities:

1. **Contract management program implementation**
 - a. Conduct research on existing city contract management challenges (e.g., through data analysis, city staff interviews, vendor interviews, and/or review of documentation such as the Vendor Performance Plan policy)
 - b. Explore contract management practices and examples from peer jurisdictions and national best practice (e.g., scope and parameters of contract management, how the function is organized, and roles and responsibilities)

2. DBE program reform

- a. Analyze existing DBE program successes and challenges, including DBE onboarding and certification, barriers to entry for DBEs, DBE outreach and engagement, and DBE supports, such as mentor-protégé programs (e.g., through analysis of DBE & spending data, interviews and/or focus groups with DBE vendors or community-based organizations, DBE journey/process mapping)
- b. Explore national best practices and promising examples of DBE engagement

3. Vendor management

- a. Review the City's current vendor management practices and associated challenges, including related to vendor onboarding, vendor outreach and engagement, use of technology and data (e.g., through analysis of data on vendor engagement/participation, vendor interviews, vendor journey/process maps, or review of documentation)
- b. Explore vendor management practices and examples from peer jurisdictions and national best practices

4. Local preference reform

- a. Review Riverside local vendor preference (LVP) policy history, current status, and outstanding opportunities (e.g., through review of documentation, staff interviews, and review of data and analysis from 2021 vendor survey)
- b. Conduct research to inform the City's efforts to further the LVP policy, including around documentation of good-faith efforts, communication, and training

5. Sustainability program planning

- a. Assess current sustainability practices and opportunities for improvement within the organization, focusing on the Purchasing, Diversity & Inclusion, and Lifecycle Procurement processes, and alignment with the "Sustainability and Resiliency" aspect of the City's strategic plan
- b. Assess opportunities to improve job satisfaction, reduce turnover, and smooth succession planning among the City's procurement staff (e.g., through analysis of compensation and retention rates, benchmarking, and/or interviews)
- c. Explore best practices for integrating sustainability into procurement (e.g., through research, conversations with peer jurisdictions and leading experts)

6. Purchasing streamlining

- a. Review key data on procurement efficiency (e.g., cycle times, re-releases or cancelled bids, bid/proposal response rates, etc.)
- b. Create or review procurement process maps to identify bottlenecks and areas for improvement
- c. Review key procurement documents, templates, trainings, and websites for opportunities for streamlining and improvement
- d. Conduct interviews with department staff to elevate additional opportunities for procurement process improvements

Phase II: Project Implementation

Following conducting diagnostic activities in the Project Scoping phase, we will then draw from both this diagnostic work and the opportunities Riverside has already identified to prioritize the most pressing challenges, co-design appropriate solutions, and help implement those solutions to make progress toward the City's transformation goals.

For the overall project and each implementation workstream, we will establish a project governance structure together that enables communication, transparency, and clear roles to minimize bottlenecks and build employee buy-in and engagement. PPG will lead development of these solutions and deliverables, as well as overall project management. Riverside will provide management oversight to the project, input to and approval for all deliverables, and will work in collaboration with PPG on implementation activities to make sure solutions are implemented in an integrated, sustainable way.

Implementation activities will depend on the solutions selected and prioritized through the scoping phase of the project, however we imagine these activities could include the following, organized by workstream:

1. Contract management and program implementation

Support design and implementation of new procedures for contract management in order to improve program performance (e.g., creating or redesigning staff capacity for contract management, implementing new contract management training and tools, tracking contract performance using data).

2. DBE program reform

Support design and implementation of reforms to DBE program to increase vendor participation (e.g., simplifying certification and/or other barriers to entry, increased outreach and engagement directly and/or through community-based organizations, increased supports such as workshops and mentor-protégé programs, collaboration with other jurisdictions or entities to support these efforts).

3. Vendor management

Support design or redesign and implementation of vendor management practices (e.g., streamlining vendor onboarding, managing vendors using data, creating or enhancing vendor training, creating organizational routines and capacity to support improved vendor management).

4. Local preference reform

Support design and implementation of reforms related to the final phase of the Local Vendor Preference (LVP) project (e.g., creation of good faith effort forms, vendor communication strategies, staff training).

5. Sustainability program planning

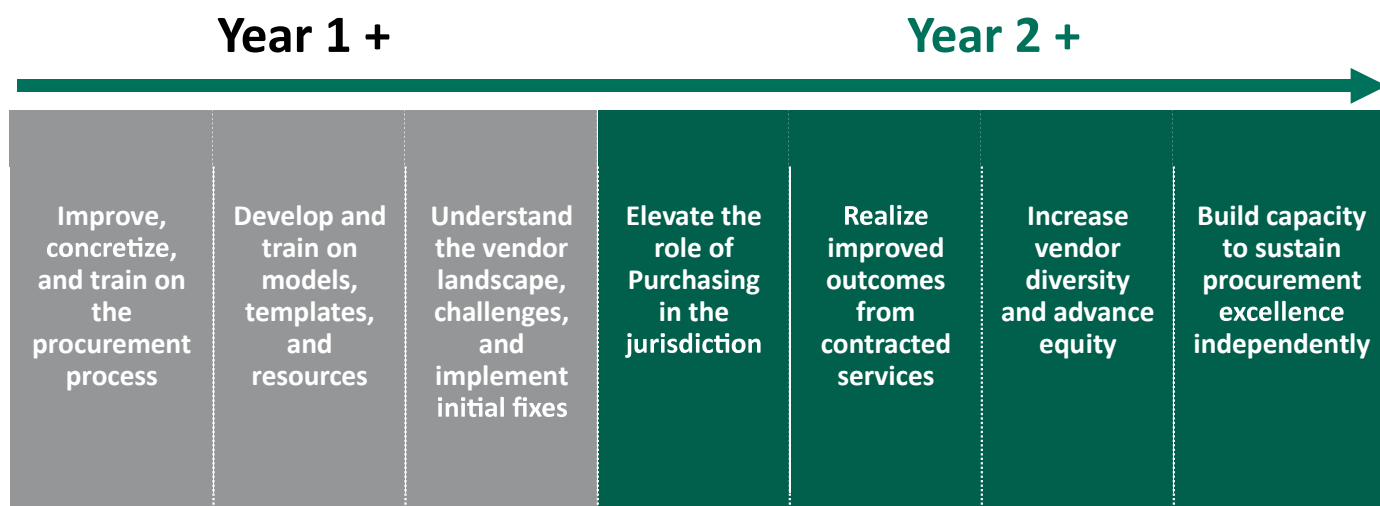
Support design and implementation of practices to improve and integrate sustainable purchasing into procurement activities (e.g., incorporating sustainability language in procurement documents, developing purchasing sustainability plans and questionnaires, training staff on sustainable purchasing practices, engaging vendors on sustainable purchasing, monitoring the environmental impact of procurement activities).

6. Purchasing streamlining

Support design and implementation of improvements to make procurement more efficient and streamlined (e.g., bidding threshold updates, procurement template improvement and standardization, website enhancements, procurement training, use of performance metrics to drive continuous procurement improvement).

Project Timeline

We propose an initial project timeline of one year to complete scoping and diagnostics, develop a prioritized workplan, and implement an initial phase of procurement improvements aligned with the workstreams and analysis defined above. Based on our experience, while we will be able to generate meaningful, sustainable change on prioritized workstreams, it will not be feasible to complete implementation across all workstreams in just one year. Below is a timeline based on many similar projects demonstrating a typical trajectory for a full-system or deep transformation over the course of one to three years:



In year 1, we typically focus on clear problem definition, implementing quick but lasting wins (like improving practices, changing defaults), and a prioritized number of key outcomes-oriented initiatives. With a view toward full transformation, we are also continuously gathering data and information to inform new workstreams and potential fixes that can enable improved procurement practices and outcomes across the full system. In years 2 and beyond, we're able to make faster and more significant progress on increasingly thorny issues because underlying processes have been improved, staff capacity has been freed up, buy-in has been built, and teams have found momentum toward change. This often means undertaking changes governments previously thought might not be possible, like reimagining roles and job descriptions, making regulatory changes, implementing innovative procurement techniques, or releasing high priority RFPs that include innovative, results-driven elements. We also begin to see meaningful outcomes during these years as contracts, trainings, and new tools from prior phases of work begin to take effect.

Phase III. Project Close Out

As we look to the end of a project, our aim is to empower and transition full ownership over new initiatives and practices to our government partners. This requires intentionally closing out projects so that key stakeholders are equipped to take ongoing ownership of reforms, and to drive continuous improvement beyond the project term. For this reason, we propose concluding the project by coaching and mentoring Purchasing Division staff to sustain best practices and drive continuous improvement, as well as creating handover materials for all key deliverables.

Close-out phase deliverables could include:

- Determination of focal points (e.g., staff within the Purchasing Division) identified to carry forward key initiatives
- Handover documents for key workstreams, with instructions for ongoing operations and continuous improvement
- 1-3 hours of weekly coaching, shadowing, and mentorship with each designated focal point

EXHIBIT “B”
COMPENSATION

<p style="text-align: center;"><u>Proposal Pricing Sheet</u> City of Riverside Purchasing Strategic Plan Reform 2024</p>						
PHASE NO.	DESCRIPTION	DELIVERABLES	ASSIGNED STAFF DURING THIS PERIOD (List staff names and Title)	ESTIMATED HOURS	ESTIMATED PHASE TIMELINE	TOTAL ESTIMATED COST
1	Scoping Phase	Documentation of key challenges and develop a prioritized workplan for moving forward into the implementation phase. To provide procurement process maps including analysis on bottlenecks and pain points, internal staff survey and analysis of results, takeaway insights from interviews or focus groups, and a prioritized list of challenges to address in the implementation phase. Workstreams to be scoped: Contract Management Program, DBE Program Reform, Vendor Management, Local Preference Reform, Sustainability Program Planning and Purchasing Streamlining as stated in proposal.	Amanda Jaffe - Fellow; Rebecca Graffy - Assistant Director; Kate Mertz - Director; Kailey Burger Ayogu - Managing Director	780	12 Weeks	\$ 81,504.00
2	Implementation Phase	Work products from each solution or workstream that was implemented. For example, if one initiative was conducting a vendor survey to make targeted procurement process improvements, we would expect to deliver the survey questions, raw data, analyzed data, key insights in the form of a memo and/or briefing, recommendations on procurement improvements based on vendor feedback, a pilot or implementation of one or more such improvements, and a plan for scaling or spreading those improvements. Other common deliverables include new procurement templates (e.g., RFP and IFB), new workshops and trainings, new guidance for vendors, and drafted RFPs for high-priority procurements. Implementation Activities: Contract Management and Program Implementation, DBE Program Reform, Vendor Management, Local Preference Reform, Sustainability Program Planning and Purchasing Streamlining as stated in proposal.	Amanda Jaffe - Fellow; Rebecca Graffy - Assistant Director; Kate Mertz - Director; Kailey Burger Ayogu - Managing Director	1,824	32 Weeks	\$ 186,672.00
3	Close-Out Phase	A close-out plan for any remaining work, including implementation plans for any related ongoing work the City would like to continue working on or take on in the future, including coaching specific city staff during the close-out phase in preparation to continue this work after PPG's scope of work ends as stated in proposal.	Amanda Jaffe - Fellow; Rebecca Graffy - Assistant Director; Kate Mertz - Director; Kailey Burger Ayogu - Managing Director	456	8 Weeks	\$ 46,668.00
4	Travel and technology	Estimated travel and technology costs			Lump Sum	\$ 15,156.00
GRAND TOTAL FOR ALL PHASES						<u>\$330,000</u>

EXHIBIT “C”

KEY PERSONNEL

Kailey Burger Ayogu (kailey_burger@hks.harvard.edu) will provide executive-level oversight to the project, as well as serving as a senior advisor. Kailey is the CEO of Partners for Public Good, and a Managing Director at the Harvard Kennedy School Government Performance Lab (GPL). For over four years, Kailey has overseen the GPL's procurement practice, which provides technical assistance to help state and local governments achieve procurement excellence. Kailey has advised governments on best practices related to improving procurement to be more strategic, equitable, and results-oriented, and has contributed to dozens of tools and publications on these topics. Prior to joining the GPL, Kailey spent her career in government, most recently serving as the Assistant Commissioner for Community Based Strategies at the NYC Administration for Children's Services (ACS). In this role, she oversaw strategic planning, innovation, and procurement for NYC's prevention services system that serves over 45,000 children each year. In 2019, Kailey was responsible for the redesign of the NYC prevention services continuum and the resulting \$660m RFP. Prior to joining ACS, Kailey served as an Assistant Corporation Counsel for the New York City Law Department and was a fellow in the NYC Mayor's Office for Economic Opportunity. Kailey holds a Master's degree in Policy and Management from the Harvard Graduate School of Education, where she was a Zuckerman Fellow at the Harvard Kennedy School's Center for Public Leadership. Kailey earned her JD from Washington University in St. Louis School of Law and graduated from Truman State University with a BA in Political Science.

Kate Mertz (kate_mertz@hks.harvard.edu) will provide leadership oversight to the project, as well as serving as a senior advisor. Kate is the Director of Procurement Transformation at the Government Performance Lab, where she leads the GPL's technical assistance to help state and local governments use procurement and contracting to improve the performance of government programs and services. For over a decade she has worked in operations in the private, academic, and public sectors. Kate received a Master of Public Policy from the Harvard Kennedy School and studied Economics and Political Science at Macalester College.

Rebecca Graffy (rgraffy@hks.harvard.edu) will provide management support, overseeing the project's strategy and implementation. Rebecca is an Assistant Director at the Government Performance Lab where she leads a team working with city governments to undertake top-to-bottom procurement transformations. In this capacity she has overseen procurement transformations across four major US cities, and provided advisory support to dozens of other jurisdictions. Rebecca came to the GPL after almost a decade in the global public health space. Over this time Rebecca managed initiatives to make high quality medicines, diagnostics, and prophylactics available in the developing world at affordable prices, including negotiation of three agreements that are collectively projected to save \$250 million for public sector buyers. She led a team embedded within the South African government, providing technical assistance to advance the country's malaria elimination campaign. Rebecca holds a BA in Philosophy from Tufts University.

Amanda Jaffe (ajaffe@hks.harvard.edu) will provide day-to-day project management and implementation support, serving as the primary lead on the project. Amanda is a Government Innovation Fellow on at the Government Performance Lab. She helps cities across the United States make their procurement practices more efficient, effective, and equitable. She has experience supporting both state and city governments in strengthening their procurement systems and solving operational challenges through her previous work as a Michael S. Dukakis Fellow and as a government procurement consultant. Amanda holds a Master in Public Policy with a concentration in Social and Urban Policy from the Harvard Kennedy School of Government and a Bachelor of Arts in Public Policy with Honors in Democracy, Development, and the Rule of Law from Stanford University.