

**CREAM CITY CONSERVATION & CONSULTING LLC
SERVICE AGREEMENT**

This Service Agreement (hereinafter referred to as the "Agreement") is made effective as of **January 15, 2020** by and between **CREAM CITY CONSERVATION & CONSULTING LLC** (hereinafter referred to as the "Consultant") of 3628 W. Pierce St. Milwaukee, WI 53215 and **Dane County Library Service** (hereinafter referred to as the "Client") of 1874 S. Stoughton Rd. Madison, WI 53716

RECITAL

WHEREAS, Consultant is an independent contractor that specializes in providing clients with coaching to incorporate inclusive and equitable workforce practices through custom workshops, company culture and equity audits, staff training and development.

WHEREAS, Consultant is an independent contractor that provides training for and facilitation of best practices in culturally responsive programmatic design, equitable workforce and board recruitment and retention, youth development pedagogy and inclusive company culture cultivation specifically for community facing, environmental/agricultural organizations.

WHEREAS, Consultant and Client desire to enter into this Agreement to provide for each party's responsibilities with respect to the services described on the attached Exhibit A (the "Services") for the "**Benchmarking & Cultivating Culture +**" (the "Project").

AGREEMENTS

In consideration of the recital and other good and valuable consideration, Client and Consultant agree as follows:

1. Client Responsibilities; Fees and Payments. Client agrees to retain Consultant for terms and rates outlined in this agreement and as set forth on Exhibit A. In consideration for the Services performed by Consultant hereunder, Client agrees to pay Consultant the fees set forth in the SOW or Exhibit A, upon the schedule set forth in the SOW. The Fees and Costs represent the total fees, costs and charges for the Services and will not be increased during the Term (as defined subsequently herein) of this agreement except pursuant to a mutually agreed change order. Client shall bear the sole responsibility for payment of compensation to its personnel. Client shall pay and report, for all personnel assigned to Client's work, federal and state income tax withholding, social security taxes, and unemployment insurance applicable to such personnel as employees of Client. Client shall bear sole responsibility for any health or disability insurance, retirement benefits, or other welfare or pension benefits, if any, to which such personnel may be entitled. Client agrees to indemnify Consultant in the event that Consultant is required to pay any of the foregoing costs on behalf of Client. Client may require Consultant to travel or temporarily relocate in order to perform Services as agreed to in Exhibit A. Client agrees to reimburse Consultant for all reasonable business travel and accommodations incurred in addition to Scope of Work estimate.

2. Consultant Responsibilities; Fees and Payments. Consultant will perform the Services, and Client shall pay Consultant as set forth on Exhibit A. Consultant is an independent contractor and shall be solely and personally responsible for all federal, state and local taxes, contributions and premiums with regard to such payments. Consultant shall have no right to receive any employee benefits, including but not limited to health insurance, life insurance, sick leave and/or vacation; Consultant shall indemnify and hold Client harmless in the event Client is required to pay such taxes on behalf of Consultant.

3. Client represents and warrants to Consultant that: (i) Client has the full power and authority to enter into this Agreement; and (ii) Client is under no restrictions or obligations, contractual or otherwise, that are inconsistent with the execution of this Agreement or will interfere with Client's performance of any of Client's obligations hereunder.

4. Each party hereby indemnifies and holds the other party harmless from any and all damages, claims, liabilities, and costs (including reasonable attorney's fees), or losses of any kind or nature whatsoever which may in any way arise from any breach or alleged breach of this Agreement, including the representations, warranties and agreements set forth in this paragraph.

5. Disclaimer and Limitation of Liability.

a. Client expressly agrees that the Services are provided at Client's sole risk. The Services are provided on an "as is" and "as available" basis. Consultant expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Consultant makes no warranty that the Services will meet Client's requirements, or that the Services will be uninterrupted or error-free. Client understands and agrees that all Services are performed at Client's own discretion and risk and that Client will be solely responsible for any damages or losses that results from Consultant's Services. No advice or information, whether oral or written, obtained by Client from Consultant shall create any warranty not expressly made herein.

b. Client agrees that non-performance of obligations including failure to provide timely feedback and requested materials by a mutually agreed upon date may result in the Project being rescheduled or moved to the bottom of the Consultant's queue.

c. Consultant shall not be liable for any direct, indirect, incidental, special or consequential damages, resulting from the use or the inability to use the Services. Consultant shall not be liable for the cost of procurement of substitute goods and services or resulting from any goods or services purchased or obtained in connection with the Services. Client hereby expressly waives any right to direct, indirect, incidental, special or consequential damages for claims disputes and other matters arising out of or relating to this Agreement and/or Consultant's Services. Notwithstanding anything to the contrary contained herein, Consultant's maximum

liability to Client arising hereunder shall be limited to the sums paid by Client to Consultant hereunder.

d. Client recognizes that AV presentations/keynotes are the sole property of Cream City Conservation & Consulting LLC and are never distributed or shared in any format.

e. Client shall not distribute any proprietary materials provided by consultant including handouts, activity sheets and the like to parties outside of client's organization without written permission by consultant.

6. Confidential Information. Each party hereto shall keep the other party's "Confidential Information", including, but not limited to, business secrets, customer, supplier, logistical, financial, research, technical and development information, as well as all other information which can reasonably be discerned to be confidential, and all information designated as confidential, strictly confidential and shall not disclose such information to any third party without the prior written consent of the confiding party. Notwithstanding the foregoing, the term "Confidential Information" shall not include any information which: (i) can be demonstrated to have been in the public domain or was publicly known or available prior to the date of the information was shared with the other party; (ii) can be demonstrated in writing to have been rightfully in the possession of the other party prior to the sharing of such information; (iii) becomes part of the public domain or publicly known or available by publication or otherwise, not due to any unauthorized act or omission on the part of other party; or (iv) is supplied to the other by a third party without binder of secrecy, so long as such third party has no obligation to the confiding party to maintain such information in confidence. Each party understands that its obligations hereunder with respect to any Confidential Information will terminate only at such time (if any) as said Confidential Information ceases to be confidential as set forth above.

CLIENT

CONSULTANT

By: _____

By: _____

Tracy Herold

August M. Ball

Dane County Library Service

Cream City Conservation & Consulting LLC

Date: _____

Date: _____

EXHIBIT A



Project Proposal:
Benchmarking & Cultivating Culture +

BACKGROUND

Dane County Libraries plan to embark on a countywide project in 2021 with a focus on racial equity and social justice. This project proposal will provide evaluation and training to all library staff at each of the respective 19 agencies.

PROJECT PURPOSE

- Evaluate the true preparedness of the organization, independent agencies and individual team members to engage in equity work.
- Establish common language and organizational aspirations around diversity, equity and inclusion.
- Provide framework for cultivating positive and impactful company culture (Ex. Belonging).
- Increase confidence among staff to navigate internal and community conversations related to social inequities.
- Provide tools for self-evaluation, self-reflection, bias mitigation and allyship.

DELIVERABLES

	Description of Work
<input type="checkbox"/>	Phase 1: Assessing Organizational Culture
<input type="checkbox"/>	Phase 2: Foundational Workshops (estimated 35.5 training hours total)
<input checked="" type="checkbox"/>	<p>Assessing Organizational Culture</p> <p>This 3 part assessment helps organizations establish a true benchmark of readiness to engage in equity work by evaluating existing organizational structure and culture as well as allowing individual team members to assess their own readiness. Each assessment tool is based on social science and ensures confidentiality of each participant while providing a clear overview of the organization. The Equity Audit is completed by organizational leadership at each department/unit. The D&I Assessment is completed by all staff regardless of role/rank within the organization. Individual results from this assessment are only sent to the individual assessment taker, while the sum of all responses create the Organizational Assessment that is shared with the company.</p> <p>The Inclusion Survey provides insights to help the company better understand the differing experiences of employees across demographics. You'll be able to identify and understand whether underrepresented groups feel that decisions are fair, their voices are heard, whether they see opportunities for them and whether they feel a sense of belonging. The results will highlight areas that need attention and surface research-driven inspirations from leading companies and research institutions.</p> <ul style="list-style-type: none"> • Equity Audit • D&I Organizational & Individual Assessment • Inclusion Survey
<input checked="" type="checkbox"/>	<p>DEI 101 & 102 Interactive Combo Course (3.5 hours)</p> <p>- Introduction to Diversity, Equity & Inclusion DEI 101</p> <p>This workshop series will help set the foundation for shared language around diversity and inclusion and empower your team to cultivate an inclusive environment. As a result of this session, participants will be able to:</p> <ul style="list-style-type: none"> • <i>Articulate the basic definitions of diversity, inclusion, equity, and unconscious bias;</i> • <i>Begin to identify ways in which bias impacts leadership and team experiences;</i> • <i>Understand the relationship between bias and diversity, equity, and inclusion;</i>

<p>- Power, Privilege & Allyship DEI 102</p> <p>Using base knowledge from the pre-requisite DEI 101 training, participants will be able to apply their understanding of bias to concepts related to power, privilege, and allyship. As a result of this session, participants will be able to:</p> <ul style="list-style-type: none"> • <i>Articulate the relationship between bias and the Power House;</i> • <i>Articulate the impact of the Power House;</i> • <i>Obtain tools and effectively facilitate a conversation about allyship;</i> • <i>Gain and practice using tools for grappling with and interrupting bias;</i> • <i>More confidently interrupt bias within others and oneself.</i>
<p>✓ DEI 201 Social Identities & Intersectionality (2 hour)</p> <p>Workshop participants will explore their unique identities and identify areas that intersect. This workshop will highlight the business case for prioritizing socio-economics mindfully in organizational culture. Session participants will be able to:</p> <ul style="list-style-type: none"> • <i>Articulate the definition of intersectionality</i> • <i>Understand there is an aggregate impact when different identities are combined</i> • <i>Understand how socio-economics impacts the culture of work in America and how to identify and eliminate inequitable practices.</i>
<p>✓ DEI 401 Recruitment & Hiring for Inclusion & Diversity (3 hours)</p> <p>This workshop is ideal for hiring managers and leadership team members who wish to attract a diverse candidate pool and cultivate a dynamic team. This session will also cover volunteer recruitment and retention and is therefore useful for staff responsible for managing volunteers. Participants must be ready to objectively evaluate current recruitment, onboarding/hiring, evaluation and development practices and strategies. Session participants will be able to:</p> <ul style="list-style-type: none"> • <i>Debunk commonly held myths regarding talent acquisition</i> • <i>Evaluate sample job/volunteer descriptions with an inclusive, equity lens</i> • <i>Identify existing practices that contribute to a homogenous workforce/volunteer base</i> • <i>Gain tips for tackling bias, identify areas for growth</i>
<p>✓ DEI 501 Understanding Systemic Whiteness & White Fragility (2.5 hours)</p> <p>Coined by Dr. Robin Diangelo, "White Fragility" is a state in which even minimal challenge to the white position becomes intolerable, triggering a range of defensive responses. This workshop will provide an overview of the socialization that instills white fragility, sustains systemic whiteness and provides perspectives and skills needed to build racial stamina and develop more equitable racial practices. Co-facilitated with Dr. Angela Rose Black of Mindfulness for the People.</p> <ul style="list-style-type: none"> • <i>Discuss tools for building racial stamina</i> • <i>Identify common practices that sustain systemic whiteness</i> • <i>Gain tips for identifying and managing white fragility</i>
<p>✓ DEI 502 Managing & Mitigating Racial Battle Fatigue (2.5 hours)</p> <p>Racial battle fatigue, a psychological concept coined in 2003 by Professor William Smith of the University of Utah, is a theoretical framework that explains the social and psychological stress responses commonly experienced by People of Color who live and work in predominantly/historically White spaces. This workshop engages individuals in their emotional relationship with race through oppressive-sensitive and culturally responsive methods. Co-facilitated with Dr. Angela Rose Black of Mindfulness for the People.</p> <ul style="list-style-type: none"> • <i>Discuss tools for building racial stamina</i> • <i>Identify common practices that contribute to racial battle fatigue</i> • <i>Gain tips for identifying and managing racial battle fatigue</i>

PROJECT BUDGET

	Description of Work	Anticipated Costs
	Phase 1: Equity Audit 78 Qs Organizational & Individual D&I Assessment 38 Qs Inclusion Survey 28 Qs	\$22,500* \$75/per person x 400 -25% for 250+
	Phase 2: Foundational Workshops Interactive DEI Workshops x 3 repeat sessions - DEI 101 Introduction to Diversity, Equity & Inclusion - DEI 102 Power, Privilege & Allyship - DEI 201 Social Identities & Intersectionality	\$11,700
	Interactive DEI Workshops x 3 repeat sessions DEI 501 Understanding Systemic Whiteness & White Fragility DEI 502 Managing & Mitigating Racial Battle Fatigue	\$15,000
	<i>(*Final total based on staff size surveyed in Phase1)</i> <i>Sub Total</i>	\$49,200*

Payment for Services: A deposit of 25% of the total service cost is due at time of contract signature, prior to beginning services. Remaining cost will be billed monthly based on services provided. Electronic payment via credit card is available and may incur a 3.5% service fee. Please make checks payable to Cream City Conservation & Consulting LLC.

Did You Know?

Cream City Conservation is a social enterprise. This means that we are a for-profit entity whose business model and proceeds support a social good. For us, this means up to 60% of the profits from our workshops and consulting help train and employ youth and young adults in hands on service to public land via our Cream City Conservation Corps program. This model reduces dependency on grants while allowing us to share our best practices with you! We specifically focus our recruitment on individuals who are traditionally underrepresented in the environmental sector. Our crews consist of teens and young adults ages 15-25. The projects the crews work on include green infrastructure, urban agriculture, trail work, invasive species removal, native planting, wetland monitoring and habitat restoration. With your help, we are improving workforce culture across industries and cultivating the next generation of environmental stewards!

MILWAUKEE: GREEN + EQUITABLE

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