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TO: Detroit City Council

FROM: David Whitaker, Director 
Legislative Policy Division

DATE: January 27, 2022

RE: Models for Structure of Detroit Reparations Task Force

Council President Pro Tem Sheffield directed the Legislative Policy Division (LPD) to provide a comparative report on the structures of reparations commissions created in other communities. Discussion and analysis is provided in some detail of currently ongoing reparations initiatives in Asheville, North Carolina, Evanston, Illinois and the State of California. The picture is rounded out by further general discussion of several other communities' structural proposals. Council Members may wish to view the following introductory video on 11 reparations communities:

[11 Cities Paying Reparations & Cities On the Right Path | 40 Acres and a Mule #BlackExcellist](#)

Detroit voters approved a ballot proposal in November 2021 to “establish a Reparations Task Force to make recommendations for housing and economic development programs that address historical discrimination against the Black community in Detroit”. This report is for the sole purpose of beginning substantive public discussion of the structure or model of organization for the Council-established Reparations Task Force, approved by the voters as Proposal R. It is not intended to favor, suggest or promote any particular model. Moreover, it should be recognized at the outset that Detroit is not limited in its voter-supported, Council-initiated task force to copying any of these three models, or indeed by any precedent of any previous reparations structure.¹

¹ Noted as relevant, but beyond the limited scope of this report, are legal issues that could potentially affect the structure of the task force, such as authorization in the City Charter and limits imposed by the State Constitution, referred to in previous LPD reports.

Asheville, North Carolina

Asheville contracted with a Program Manager, TEQuity, to coordinate implementation of their reparations process. The contract is attached. The cost is “not to exceed \$365,583”. A detailed time line through April 2023 is envisioned.

Between mid-October and mid-November 2021, Asheville officials started accepting applications from individuals to serve on their Community Reparations Commission, and appointments were anticipated in December 2021 or January 2022. There have reportedly been some delays in what is expected to be a lengthy, ongoing process. As of December 15, 2021, the city announced an extension of time for residents to apply for seats on their commission. The city’s web site states: “In response to residents requests, the City of Asheville is extending the deadline to apply to be a member of the Community Reparations Commission until January 15.” That page was still posted as of January 26, 2022. Further details are as follows:

“The Commission will be composed of 25 members; 15 commission members will be nominated by persons from historically impacted neighborhoods, to include public housing and former historically African American neighborhoods (for example Stumptown). These members will be selected through a neighborhood nomination process and the selection is at the discretion of the neighborhood organizations who submit the nomination.”

The relevant scope of work for the TEQuity contract is set forth as follows:

“professional project management services to provide comprehensive, management, coordination and support services throughout the development of and work of the Reparations Commission in coordination with city staff.

Project Management objectives include, but not limited to:

- Assist Asheville City and Buncombe County Staff in the development of a process to appoint members to the Reparations Commission to include:
 - Criteria for appointment to the Commission.
 - Support in development of the application to apply to the Commission.
 - Make recommendations for appointments to the commission based on criteria in coordination with city and county staff.
- Support for the work of the Reparations Commission to include:
 - Incorporation of information received during Phase 1, the Information Sharing and Truth Telling Speaker Series.
 - Continued community engagement, information sharing and discussion within impacted communities.
 - Attend and facilitate commission meetings.

- Schedule development for short, medium and long term deliverables, including adjustments based on the progress of work and specific recommendations for prioritizing and accelerating critical path items.
- Assist the commission in the development of a final report and recommendations to the City Council.
- Support the formation of working groups of commission members.
 - Provide process updates to the City Manager and City Council on a monthly basis.”

It appears at this time that the final format, structure and work product of the actual reparations commission is the primary deliverable sought from the contractor. Therefore a six-figure contract for program management over a period of about a year and a half to set up and comprehensively staff the task force seems to be essence of the Asheville contractor model at this time, with more details anticipated to come in the future.

As previously noted in LPD’s initial report on the reparations topic, Asheville’s city commission form of government provides for more hands-on executive power to implement such initiatives than that granted by Charter to Detroit City Council, a fundamental consideration of local government structure and authority that may affect the ultimate structural decision regarding a reparations task force in Detroit, for example in the absence of legislative authority to unilaterally enter into such a contract without the Mayor’s assent.

For further information:

<https://www.citizen-times.com/story/news/2021/09/24/asheville-reparations-366-000-contract-least-9-staff-19-mos/5827777001/>

<https://www.ashevellenc.gov/news/city-of-asheville-to-accept-applications-and-nominations-for-the-community-reparations-commission/>

Evanston, Illinois

A city council Resolution 58-R-19, “*Commitment to End Structural Racism and Achieve Racial Equity*,” in the summer of 2019, initiated actions to address the historical wealth and opportunity gaps that Black residents of Evanston experienced. Evanston’s local legislative sponsor called for a “Solutions Only” process.

The city’s Equity and Empowerment Commission sought to identify actions that the city could take to implement a meaningful repair and reparations policy. In July 2019, the commission held community meetings to solicit feedback from community members on what reparations would look like for the City of Evanston. The first initiative identified was a housing program. Other priority concerns include economic development, education, finances, history and culture.

An Evanston local reparations fund was established to support initiatives addressing the historical wealth and opportunity gaps for Black residents. The first initiative is the Restorative Housing Program. Once approved by City Council, the program guidelines will provide details on how

individuals will be able to qualify and additional information regarding document verification and submission.

In November 2019, the Evanston City Council adopted Resolution 126-R-19, “Establishing the City of Evanston Reparations Fund and the Reparations Subcommittee.” The resolution committed the first \$10 million dollars of the City’s Municipal Cannabis Retailers’ Occupation Tax (3 percent on gross sales of cannabis) to fund local reparations for housing and economic development programs for Black Evanston residents.

The program identifies eligible applicants as Black or African American persons having origins in any of the Black racial and ethnic groups of Africa, not merely direct descendants of persons who were enslaved. The recently formed seven-member Reparations Committee – including three elected council members and four other residents – is provided for by city ordinance. A community outreach plan is being developed to ensure members of the community are participating in the development of future reparations initiatives. Evanston’s reparations documentation seems to be more on line than structural documents like the Asheville contract. The Reparations Committee has a web page on the city web site at: <https://www.cityofevanston.org/government/boards-commissions-and-committees/reparations-committee>

The extensive proceedings of Evanston’s recent national reparations conference on December 10, 2021, are available on line at: [National Town Hall Meeting](#) .

For further information:

<https://www.cityofevanston.org/government/city-council/reparations>

California

Governor Gavin Newsom has appointed five individuals with a range of expertise and diverse backgrounds to serve on the state’s task force on reparations, the first ever in the nation at the state level. Formation of this task force was statutorily authorized by AB 3121 (copy attached), which established a nine-member task force to inform Californians about slavery and explore ways the state might provide reparations.

Structural details beyond the above basic legislative authorization and independent commission of “notables” to carry on the work, as opposed to substantive information about reparations issues, seems publicly limited to the idea that the highly qualified task force is directly accountable to the Governor. Legislative buy-in and support from the state attorney general’s office complete this very simple model for a government-sponsored study and exploration campaign around reparations.

For further information:

<https://oag.ca.gov/ab3121>

https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?bill_id=201920200AB3121

Other Community Reparations Issues

In addition to the above outlines of three communities' reparations programs, and recalling both the lack of specified features – and thus open options - for Detroit, as well as the vast diversity of these historic municipal bodies, LPD notes the following additional points for further discussion:

- The Los Angeles reparations advisory commission will be tasked with providing recommendations for the format, function, and goals of a potential reparations pilot program in Los Angeles, including strategies and opportunities to seek public and/or private dollars to fund pilot programs. The commission will identify an appropriate academic partner, before beginning the formal process of developing and advocating for implementation of a pilot reparations program targeted at Black residents. Of the commission's seven members, four are appointed jointly by the Mayor and Council, and three are appointed by the three African American members of the City Council. The commission is supported by the Civil + Human Rights and Equity Department's office of Racial Equity;
- A resolution sponsored by only Black council member in Austin Texas refers to a desire to “create a sustainable economic model for the benefit of Black Austinites.” The resolution itself does not expressly mention reparations or restitution, it requires the City Manager to conduct a study “outlining the economic value of the direct, indirect, intentional, and unintentional harm caused through economic, health, environmental, criminal injustice, and other racial disparities and declination of resources by the city.”;
- The San Francisco Board of Supervisors voted in March 2021 to appoint a 15-member African American Reparations Advisory Committee. The Reparations Committee will advise the Board of Supervisors, the Mayor, the Human Rights Commission, and the public on the development of a San Francisco Reparations Plan. The plan will highlight ways that City policies have harmed Black lives. It will also include specific actions to address discrimination and inequities in areas like housing, education, transit access, and food security. The Committee is comprised of fifteen appointed members who work across several subcommittees. The members have 6 months to report on the research and outreach, 18 months to draft a plan, with a final plan due 24 months after the initial meeting;
- In June 2021, St. Paul, Minnesota approved a thirteen person reparations legislative advisory committee. This committee is tasked with laying to groundwork for the St. Paul Recovery Act Community Reparations Commission. The commission is responsible for recommending the creation of general wealth for descendants of slaves. The report is due on later than June 2022;

- In 2018, the City of Durham, North Carolina convened the Racial Equity Task Force to study reparations and attempt to ascertain a dollar amount for the harms suffered by Black people in the city. The task force is comprised of twelve members appointed by the city from across racial and ethnic lines. Members must be Durham residents who have completed racial equity training within the past 5 years or are willing to attend training within 2 months of appointment. In June 2021, the Mayor allocated \$6 million from the city budget for green and equitable infrastructure in historically Black neighborhoods. The commitment from the city is to continue annual funding in Black communities each year.

Discussion

This introductory comparison of various models' features necessarily raises far more questions than it answers about legal authorization for the Detroit Proposal R Task Force, partnerships with community, government agencies, and other stakeholder groups, in what is a large and growing movement.

Common issues include contractual and legislative approvals; scope of work; membership structure of key implementation bodies (not least the task force itself); transparency; on line and written documentation and communications strategies; immediate, medium- and long-term outlooks, actions and objectives; budget; staffing needs; and other issues beyond the scope of this preliminary report. The task force should consult the Law Department about the myriad legal representation tasks that will arise.

If we can be of further assistance regarding these issues, please feel free to call upon us and LPD will be glad to provide further research and analysis upon request.

ATTACHMENTS:

1. Asheville Contract
2. California statute AB 3121

Assembly Bill No. 3121

CHAPTER 319

An act to add and repeal Chapter 4.5 (commencing with Section 8301) of Division 1 of Title 2 of the Government Code, relating to state government.

[Approved by Governor September 30, 2020. Filed with
Secretary of State September 30, 2020.]

LEGISLATIVE COUNSEL'S DIGEST

AB 3121, Weber. Task Force to Study and Develop Reparation Proposals for African Americans.

Existing law requests the Regents of the University of California to assemble a colloquium of scholars to draft a research proposal to analyze the economic benefits of slavery that accrued to owners and the businesses, including insurance companies and their subsidiaries, that received those benefits, and to make recommendations to the Legislature regarding those findings.

Existing law requires the Insurance Commissioner to request and obtain information from insurers licensed and doing business in this state regarding any records of slaveholder insurance policies issued by any predecessor corporation during the slavery era. Existing law requires insurers to research and report to the commissioner on insurance policies that provided coverage for injury to, or death of, enslaved people.

This bill would establish the Task Force to Study and Develop Reparation Proposals for African Americans, with a Special Consideration for African Americans Who are Descendants of Persons Enslaved in the United States, consisting of 9 members, appointed as provided. The bill would require the Task Force to, among other things, identify, compile, and synthesize the relevant corpus of evidentiary documentation of the institution of slavery that existed within the United States and the colonies. The bill would require the Task Force to recommend, among other things, the form of compensation that should be awarded, the instrumentalities through which it should be awarded, and who should be eligible for this compensation. The bill would require the Task Force to submit a written report of its findings and recommendations to the Legislature. The bill would authorize reimbursement of the members' expenses only to the extent an appropriation therefor is made in the Budget Act. The bill would state that any state level reparations authorized under these provisions are not to be considered a replacement for any reparations enacted at the federal level. The bill would repeal these provisions on July 1, 2023.

The people of the State of California do enact as follows:

SECTION 1. Chapter 4.5 (commencing with Section 8301) is added to Division 1 of Title 2 of the Government Code, to read:

CHAPTER 4.5. REPARATIONS FOR THE INSTITUTION OF SLAVERY

Article 1. Findings and Declarations

8301. (a) The Legislature makes the following findings and declarations:

(1) More than 4,000,000 Africans and their descendants were enslaved in the United States and the colonies that became the United States from 1619 to 1865, inclusive.

(2) The institution of slavery was constitutionally and statutorily sanctioned by the United States from 1789 through 1865, inclusive.

(3) The slavery that flourished in the United States constituted an immoral and inhumane deprivation of Africans' life, liberty, African citizenship rights, and cultural heritage and denied them the fruits of their own labor.

(4) A preponderance of scholarly, legal, and community evidentiary documentation, as well as popular culture markers, constitute the basis for inquiry into the ongoing effects of the institution of slavery and its legacy of persistent systemic structures of discrimination on living African Americans and society in the United States.

(5) Following the abolition of slavery, the United States government at the federal, state, and local levels continued to perpetuate, condone, and often profit from practices that continued to brutalize and disadvantage African Americans, including sharecropping, convict leasing, Jim Crow laws, redlining, unequal education, and disproportionate treatment at the hands of the criminal justice system.

(6) As a result of the historic and continued discrimination, African Americans continue to suffer debilitating economic, educational, and health hardships, including, but not limited to, all of the following:

(A) Having nearly 1,000,000 black people incarcerated.

(B) An unemployment rate more than twice the current white unemployment rate.

(C) An average of less than one-sixteenth of the wealth of white families, a disparity that has worsened, not improved, over time.

(b) It is the purpose of this chapter to establish a task force that will do all of the following:

(1) Study and develop reparation proposals for African Americans as a result of:

(A) The institution of slavery, including both the transatlantic and domestic "trade" that existed from 1565 in colonial Florida and from 1619 to 1865, inclusive, within the other colonies that became the United States, and that included the federal and state governments, that constitutionally and statutorily supported the institution of slavery.

(B) The de jure and de facto discrimination against freed slaves and their descendants from the end of the Civil War to the present, including economic, political, educational, and social discrimination.

(C) The lingering negative effects of the institution of slavery and the discrimination described in paragraphs (5) and (6) of subdivision (a) on living African Americans and on society in California and the United States.

(D) The manner in which instructional resources and technologies are being used to deny the inhumanity of slavery and the crime against humanity committed against people of African descent in California and the United States.

(E) The role of Northern complicity in the Southern-based institution of slavery.

(F) The direct benefits to societal institutions, public and private, including higher education, corporate, religious, and associational.

(2) Recommend appropriate ways to educate the California public of the task force's findings.

(3) Recommend appropriate remedies in consideration of the task force's findings on the matters described in this section.

(4) Submit to the Legislature the report completed pursuant to Section 8301.1, together with any recommendations.

Article 2. Task Force to Study and Develop Reparation Proposals for African Americans, with a Special Consideration for African Americans Who are Descendants of Persons Enslaved in the United States

8301.1. (a) There is hereby established the Task Force to Study and Develop Reparation Proposals for African Americans, with a Special Consideration for African Americans Who are Descendants of Persons Enslaved in the United States (Task Force).

(b) The Task Force shall perform all of the following duties:

(1) Identify, compile, and synthesize the relevant corpus of evidentiary documentation of the institution of slavery that existed within the United States and the colonies that became the United States from 1619 to 1865, inclusive. The Task Force's documentation and examination shall include the facts related to all of the following:

(A) The capture and procurement of Africans.

(B) The transport of Africans to the United States and the colonies that became the United States for the purpose of enslavement, including their treatment during transport.

(C) The sale and acquisition of Africans as chattel property in interstate and intrastate commerce.

(D) The treatment of African slaves in the colonies and the United States, including the deprivation of their freedom, exploitation of their labor, and destruction of their culture, language, religion, and families.

(E) The extensive denial of humanity, sexual abuse, and chattelization of persons.

(F) The federal and state laws that discriminated against formerly enslaved Africans and their descendants who were deemed United States citizens from 1868 to the present.

(G) The other forms of discrimination in the public and private sectors against freed African slaves and their descendants who were deemed United States citizens from 1868 to the present, including redlining, educational funding discrepancies, and predatory financial practices.

(H) The lingering negative effects of the institution of slavery and the matters described in this section on living African Americans who are descendants of persons enslaved in the United States (African Americans) and on society in the United States.

(2) Recommend appropriate ways to educate the California public of the Task Force's findings.

(3) Recommend appropriate remedies in consideration of the Task Force's findings on the matters described in this section. In making recommendations, the Task Force shall address, among other issues, all of the following:

(A) How the recommendations comport with international standards of remedy for wrongs and injuries caused by the state, that include full reparations and special measures, as understood by various relevant international protocols, laws, and findings.

(B) How the State of California will offer a formal apology on behalf of the people of California for the perpetration of gross human rights violations and crimes against humanity on African slaves and their descendants.

(C) How California laws and policies that continue to disproportionately and negatively affect African Americans as a group and perpetuate the lingering material and psychosocial effects of slavery can be eliminated.

(D) How the injuries resulting from matters described in this subdivision can be reversed and how to provide appropriate policies, programs, projects, and recommendations for the purpose of reversing the injuries.

(E) How, in consideration of the Task Force's findings, any form of compensation to African Americans, with a special consideration for African Americans who are descendants of persons enslaved in the United States, is calculated.

(F) What form of compensation should be awarded, through what instrumentalities, and who should be eligible for such compensation.

(G) How, in consideration of the Task Force's findings, any other forms of rehabilitation or restitution to African descendants are warranted and what form and scope those measures should take.

(c) The Task Force shall submit a written report of its findings and recommendations to the Legislature no later than the date that is one year after the date of the first meeting of the Task Force held pursuant to Section 8301.2 of this chapter. The report shall be submitted in compliance with Section 9795.

Article 3. Membership

8301.2. (a) The Task Force shall consist of nine members, appointed as follows:

(1) Five members shall be appointed by the Governor.

(2) Two members shall be appointed by the President pro Tempore of the Senate and two members shall be appointed by the Speaker of the Assembly.

(b) The Governor's appointees shall include all of the following:

(1) One appointee from the field of academia that has expertise in civil rights.

(2) Two appointees from major civil society and reparations organizations that have historically championed the cause of reparatory justice.

(c) Not more than four appointees shall be Members of the Legislature.

(d) Members shall be drawn from diverse backgrounds to represent the interests of communities of color throughout the state, have experience working to implement racial justice reform, and, to the extent possible, represent geographically diverse areas of the state.

(e) The term of office for members shall be for the life of the Task Force. A vacancy in the Task Force shall not affect the powers of the Task Force and shall be filled in the same manner that the original appointment was made.

(f) The Governor shall call the first meeting of the Task Force to occur no later than June 1, 2021.

(g) Five members of the Task Force shall constitute a quorum.

(h) The Task Force shall elect a chair and vice chair from among its members. The term of office of each shall be for the life of the Task Force.

(i) For attendance at meetings during adjournment of the Legislature, a legislative member of the Task Force shall be entitled to per diem compensation and reimbursement of expenses for not more than 10 meetings, upon appropriation by the Legislature.

(j) Nonlegislative members of the Task Force shall be entitled to per diem compensation and reimbursement of expenses for not more than 10 meetings, upon appropriation by the Legislature.

Article 4. Powers

8301.3. (a) For the purpose of carrying out the provisions of this chapter, the Task Force may do all of the following:

(1) Hold hearings and sit and act at any time and location in California.

(2) Request the attendance and testimony of witnesses.

(3) Request the production of books, records, correspondence, memoranda, papers, and documents.

(4) Seek an order from a Superior Court compelling testimony or compliance with a subpoena.

(b) Any subcommittee or member of the Task Force may, if authorized by the Task Force, take any action that the Task Force is authorized to take pursuant to this section.

(c) The Task Force may acquire directly from the head of any state agency available information that the Task Force considers useful in the discharge of its duties. All state agencies shall cooperate with the Task Force with respect to such information and shall furnish all information requested by the Task Force to the extent permitted by law. The Task Force shall keep confidential any information received from a state agency that is confidential or exempt from the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1).

Article 5. Administrative Provisions

8301.4. (a) The Task Force may appoint and fix the compensation of such personnel as the Task Force considers appropriate.

(b) The Task Force shall have the administrative, technical, and legal assistance of the Department of Justice.

(c) The Task Force may procure supplies, services, and property by contract in accordance with applicable laws and rules.

(d) The Task Force may enter into contracts for the purposes of conducting research or surveys, preparing reports, and performing other activities necessary for the discharge of the duties of the Task Force with state departments, agencies, and other instrumentalities, federal departments, agencies, and other instrumentalities, and private entities.

Article 6. Reparations

8301.5. Any state level reparation actions that are undertaken as a result of this chapter are not a replacement for any reparations enacted at the federal level, and shall not be interpreted as such.

Article 7. Termination

8301.7. This chapter shall remain in effect until July 1, 2023, and as of that date is repealed.

STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

THIS SERVICES CONTRACT, made and entered into this 22 day of September 2021, by and between the City of Asheville, a municipal corporation organized and existing under the laws of the State of North Carolina (hereinafter referred to as "City"), and TEQuity, LLC hereinafter referred to as ("CONTRACTOR").

WITNESSETH:

Upon the terms and conditions hereinafter set forth, the City has requested and CONTRACTOR has agreed to furnish the City with services as set forth in this contract. The City and CONTRACTOR agree as follows:

A. TERMS AND CONDITIONS:

1. CONTRACTOR shall provide **Reparations Process Project Manager** services as set forth more explicitly in **Exhibit A**.
2. The term of this contract shall be from September 22, 2021 to April 28, 2023.
3. The City will compensate the CONTRACTOR including any amendments thereto, in amount not to exceed \$365,583. The CONTRACTOR shall bill the City on a monthly basis. The CONTRACTOR shall bill the City based on the functions costed in Exhibit A. If the contract exceeds the aforementioned threshold, the City must amend or renew the contract in accordance with all applicable City policies.
4. The CONTRACTOR shall provide a timekeeping record of all hours worked and description of the duties performed during the hours worked. All timesheets shall be submitted to the Equity and Inclusion Director, or his or her designee for review and payment of services. These time sheets shall be submitted on a monthly basis. The City shall pay all invoices within thirty (30) days of submission.
5. Any employees furnished by CONTRACTOR, pursuant to this contract, will be employees of CONTRACTOR, an independent contractor. CONTRACTOR will maintain complete control over the employees' conduct and will disburse all payrolls, taxes, license, insurances, uniforms and all other expenses incurred by CONTRACTOR in performing the terms of this contract.
6. **INSURANCE:** The CONTRACTOR agrees to keep and maintain for the duration of this Agreement including but not limited to commercial general liability, automobile liability, workers' compensation, employer's liability, and umbrella coverage with at least the minimum limits shown below. The CONTRACTOR shall furnish the City with certificates of insurance for each type of insurance described herein, with the City listed as Certificate Holder and as an additional insured on the CONTRACTOR's general liability policy and provide a waiver of subrogation on the CONTRACTOR's general liability and workers'

compensation policies. In the event of bodily injury, property damage, or financial loss caused by CONTRACTOR's negligent acts or omissions in connection with CONTRACTOR's services performed under this Agreement, the CONTRACTOR's Liability insurance shall be primary with respect to any other insurance which may be available to the City, regardless of how the "Other Insurance" provisions may read. In the event of cancellation, substantial changes or nonrenewal, the CONTRACTOR and CONTRACTOR's insurance carrier shall give the City at least thirty (30) days prior written notice. No work shall be performed until the CONTRACTOR has furnished to the City the above referenced certificates of insurance and associated endorsements, in a form suitable to the City. Upon request, the CONTRACTOR shall provide the City copies of their insurance policies.

Commercial General Liability: \$1,000,000 per occurrence
Commercial Auto Liability: \$1,000,000
Excess (Umbrella) Liability: \$1,000,000
Workers' Compensation: Statutory
Employer's Liability: \$500,000

Certificate of Insurance lists City of Asheville, PO Box 7148, Asheville, NC 28802, as Certificate Holder.

7. **CONTRACTOR shall indemnify and hold harmless the City and its subsidiaries, divisions, officers, directors and employees from all liabilities, losses, costs, claims, damages, expenses, attorney fees, judgments and awards that are proximately caused by the negligent acts or omissions of the CONTRACTOR or any employee, agent or assign of the CONTRACTOR. The Contractor shall comply with the provisions of the Americans with Disabilities Act and all rules and regulations promulgated thereunder. The Contractor hereby agrees to indemnify the City from and against all claims, suits, damages, costs, losses and expenses in any manner arising out of or connected with the failure of the Contractor, its subcontractors, agents, successors, assigns, officers or employees to comply with provisions of the ADA or the rules and regulations promulgated thereunder. Nothing herein shall be construed as a waiver on the part of the City to any defense of any claim, including, but not limited to the defense of governmental immunity.**
8. Nothing herein shall be construed as a waiver on the part of the City to any defense of any claim, including, but not limited to the defense of governmental immunity.
9. The CONTRACTOR shall be properly licensed and skilled in his/her respective trade.
10. CONTRACTOR shall comply with all state, federal or local laws, or ordinances, codes, rules or regulations governing performance of this Agreement, including but not limited to, equal opportunity employment laws, O.S.H.A., minimum wage and hour regulation, North Carolina State Building Code regulations and immigration laws.
11. CONTRACTOR shall maintain all fiscal records relating to this Agreement in accordance with Generally Accepted Accounting Principles, and shall maintain any other records pertinent to this Agreement in a manner so as to clearly document Contractor's

performance. The City shall have a right to access the fiscal and other records of CONTRACTOR that are pertinent to this Agreement to perform examinations and audits. CONTRACTOR shall retain and keep accessible all the fiscal and other records for a minimum of three (3) years following final payment and termination of this Agreement, or until the conclusion of any audit or controversy related to this Agreement, whichever is later.

- B.** TERMINATION AND MODIFICATION: This contract may be terminated by either party, with thirty (30) days prior written notice. Notice shall be served under this contract by registered mail, certified mail or by other means.
- C.** ENTIRE AGREEMENT: This agreement contains the entire agreement between the parties.
- D.** SEVERABILITY: Should any provision or provisions contained in this agreement be declared by a court of competent jurisdiction to be void, unenforceable or illegal, such provision or provisions shall be severable and the remaining provisions hereof shall remain in full force and effect.
- E.** GOVERNING LAW: This contract is entered into in North Carolina and shall be construed under the statutes and laws of North Carolina.
- F.** ASSIGNABILITY: This contract is not assignable by either party without the prior written consent of the other party.
- G.** REQUIREMENTS OF CITY CONTRACTS:
1. CONTRACTOR shall comply with the provisions of the Americans with Disabilities Act and all rules and regulations promulgated thereunder. CONTRACTOR hereby agrees to indemnify the City from and against all claims, suits, damages, costs, losses and expenses in any manner arising out of or connected with the failure of CONTRACTOR, its subcontractors, agents, successors, assigns, officers or employees to comply with the provisions of the ADA or the rules and regulations promulgated thereunder.
 2. DRUG FREE WORKPLACE
The City is a drug-free workplace employer. By executing this contract, CONTRACTOR certifies that they and their subcontractors shall comply with the City's Drug Free Workplace policy. This policy may be viewed at the following: [Drug Policy](#)
 3. E-VERIFY EMPLOYER COMPLIANCE
By executing this contract, the CONTRACTOR and their subcontractors with 25 or more employees as defined in Article 2 of Chapter 64 of the NC General Statutes, certify they shall comply with E-Verify requirements to contract with governmental units. E-Verify is a Federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law. E-verify can be accessed via this link: <https://www.e-verify.gov/>

4. ASHEVILLE BUSINESS INCLUSION POLICY

Asheville Business Inclusion Policy. The City enacted the Asheville Business Inclusion Policy to encourage participation by women and minority businesses in the public bidding process. The purpose of this outreach effort is to increase the likelihood of availability and utilization in the award of contracts. The Contractor is hereby notified that this Agreement is subject to the provisions of that Policy. The Contractor has an ongoing affirmative obligation to meet or exceed any subcontracting goals set in accordance with the ABI Policy for the duration of the Contract. Any modifications to the subcontracting plan provided to the City shall be submitted to City in writing in compliance with the [ABI Policy](#) specifications.

5. NON-APPROPRIATION CLAUSE:

Notwithstanding any other provisions of this Agreement, if the City does not receive said funding for this Agreement from the City Council for any fiscal year applicable to this Agreement, then the City shall have the right to terminate this Agreement without penalty by giving not less than thirty (30) days' written notice documenting the lack of funding.

6. IRAN DIVESTMENT and ISRAEL BOYCOTT:

City of Asheville staff are responsible for verifying that the bidder/contractor is not listed on the Iran Divestment List or the Companies Boycotting Israel Final Divestment List published by the NC State Treasurer pursuant to N.C.G.S. 147-86.60 and 147-86.82. The City shall not contract with any company or their affiliates listed on these divestment lists.

RESOLUTION NO. 21- 199

RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH TEQUITY, LLC FOR PROJECT MANAGEMENT SERVICES FOR THE REPARATIONS PROCESS FOR THE CITY OF ASHEVILLE

WHEREAS, the City of Asheville has authority pursuant Article 2 of Chapter 160A of the North Carolina General Statutes to enter into contracts for services with other entities; and

WHEREAS, the City requires professional project management services to provide comprehensive management, coordination and support services throughout the development of and work of the Reparations Commission in coordination with city staff; and

WHEREAS, the City desires to award a contract to TEQuity LLC for professional project management services for the City of Asheville;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE THAT:

The City Manager is hereby authorized to execute a contract with TEQuity for professional project management services, including any amendments thereto, in amount not to exceed \$365,583.

Read, approved and adopted this the 14th day of September, 2021.

Magdalen Boulson
City Clerk

Edmund G. Korte
Mayor

Approved as to form:

[Signature]
City Attorney

Magdalen Boulson
City Clerk

RESOLUTION NO. 21- 119

RESOLUTION TO FUND COMMUNITY REPARATIONS FOR BLACK ASHEVILLE

WHEREAS, the Asheville City Council adopted Resolution No. 20-128 on July 14, 2020, in support of community reparations; and

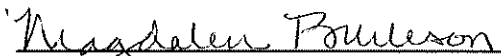
WHEREAS, Resolution No. 20-128 directed the City Manager to establish a process within the next year to develop short, medium and long term recommendations to specifically address the creation of generational wealth and to boost economic mobility and opportunity in the black community; and

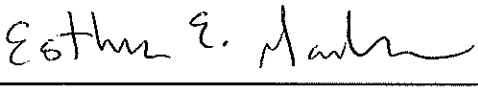
WHEREAS, the City of Asheville received revenue from the sale of city-owned property at 172 and 174 South Charlotte Street to White Labs, Inc., land which had become partially vested in the City through urban renewal;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE THAT:

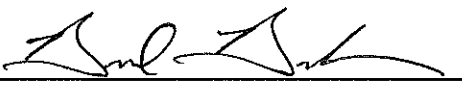
The City Manager is hereby authorized to utilize funding available from the sale of city-owned property to provide an initial \$2,100,000 in funding for community reparations and to support the process to develop community reparations recommendations.

Read, approved and adopted this the 8th day of June, 2021.


City Clerk


Mayor

Approved as to form:


City Attorney

****See Seamless Doc for execution signatures****

Contract Signature Page

Council Resolution # _____ (if applicable)

IN WITNESS WHEREOF, each party has caused this agreement to be executed by its duly authorized official as of the day and year written below.

The Department Director by Written Approval conveys that this contract has been reviewed and presented for approval by the City of Asheville.

Department Director

DATE _____

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Chief Financial Officer

DATE _____

City Manager's signature, if required

City Manager

DATE _____

LIMITED LIABILITY CORPORATION (LLC) FORM

BY: TEQuity, LLC
Name of Limited Liability Corporation

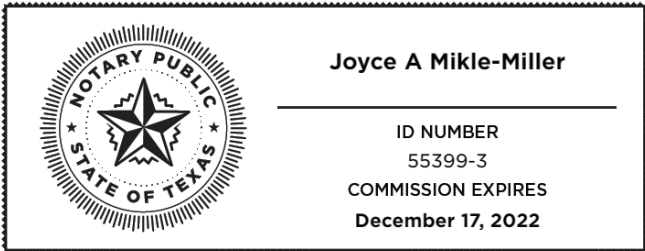
Signature: *Debra C Jones*
Member/Manager

STATE OF Texas
COUNTY OF Harris

I, Joyce A Mikle-Miller, a Notary Public for said County and State do hereby certify that

Debra Clark Jones, Member/Manager of TEQuity, LLC, a limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the company.

Witness my hand and notarial seal this 1st day of September, 2021



Notary Public *Joyce A Mikle-Miller*

Printed Name Joyce A Mikle-Miller

My Commission Expires: 12/17/2022

Notary Public, State of Texas

Notarized online using audio-video communication

EXHIBIT A – SCOPE OF WORK

The City of Asheville requires professional project management services to provide comprehensive, management, coordination and support services throughout the development of and work of the Reparations Commission in coordination with city staff.

Project Management objectives include, but not limited to:

- Assist Asheville City and Buncombe County Staff in the development of a process to appoint members to the Reparations Commission to include:
 - Criteria for appointment to the Commission.
 - Support in development of the application to apply to the Commission.
 - Make recommendations for appointments to the commission based on criteria in coordination with city and county staff.
- Support for the work of the Reparations Commission to include:
 - Incorporation of information received during Phase 1, the Information Sharing and Truth Telling Speaker Series.
 - Continued community engagement, information sharing and discussion within impacted communities.
 - Attend and facilitate commission meetings.
 - Schedule development for short, medium and long term deliverables, including adjustments based on the progress of work and specific recommendations for prioritizing and accelerating critical path items.
 - Assist the commission in the development of a final report and recommendations to the City Council.
 - Support the formation of working groups of commission members.
- Provide process updates to the City Manager and City Council on a monthly basis.

Project Timeline

TEQuity will provide the proposed services over a 20-month period from September 1, 2021 to April 28, 2023. The timeline by activity is listed and illustrated below:

Task Name	Duration	Start	Finish
Activity 1: Project Initiation	23d	09/01/21	10/01/21
Activity 2: Formation of the Reparations Commission	44d	09/15/21	11/15/21
Activity 3: Commission Domain-Specific Research	273d	10/15/21	11/01/22

City of Asheville Service Contract #92200146

Activity 4: Short-Term Recommendations	54d	01/15/22	03/30/22
Activity 5: Medium-Term Recommendations	86d	04/01/22	07/29/22
Activity 6: Long-Term Recommendations	131d	08/01/22	01/30/23
Activity 7: Final Report	53d	02/01/23	04/14/23
Activity 8: Close-Out	11d	04/15/23	04/28/23

Project Cost Summary

The total cost of the project is summarized below.

Category	Cost
Project Activities:	
Activity 1: Project Initiation	\$ 7,750
Activity 2: Formation of the Reparations Commission	20,500
Activity 3: Commission Domain-Specific Research	96,000
Activity 4: Short-Term Recommendations	45,750
Activity 5: Medium-Term Recommendations	31,000
Activity 6: Long-Term Recommendations	126,500
Activity 7: Final Report	22,250
Activity 8: Close-Out	6,250
Travel	6,583
Supplies	3,000
Total	\$365,583

TEQuity will specify functions and costs based on the costs noted in the Project Cost Summary above.

Contract #92200146 EXHIBIT B



Response Proposal for the
City of Asheville's
Reparations Process Project Manager
RFP# 298-Rep2021

August 5, 2021

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August 5, 2021



Ms. Jenna Miller
City Manager's Office
City of Asheville
70 Court Plaza
Asheville, NC 28801

Dear Ms. Miller:

It is with great pleasure that we submit the attached proposal in response to the City of Asheville's Request for Proposals: Reparations Process Project Manager (RFP# 298-Rep2021). We are excited about the steps the City of Asheville has taken to address the creation of generational wealth and to boost economic mobility and opportunity in the black community. This work is critical and offers the City an opportunity to establish a premier model for reparations.

This effort is complex and multi-layered. It requires a partner that has extensive experience in strategic planning, equity strategy development and implementation, rigorous and credible research, highly effective communications, and community engagement. TEQuity and our partners possess these skillsets and much more and are prepared and committed to ensure a successful planning project for the City.

In addition to the exceptional skillsets we will utilize to produce successful outcomes, TEQuity has worked on several equity projects on behalf of the City and various organizations including: an economic leakage study to identify industry clusters and subclusters that are prime for minority business creation and expansion; the City of Asheville's disparity study serving as the community engagement lead; and a 31-county NCDOT Small Business Capacity Expansion project in Western NC designed to expand the capacity of minority and women-owned businesses that results in an increase in procurement opportunities. One team member also served as the executive director for Green Opportunities and implemented successful strategies and partnerships in the area of workforce development.

Our commitment to the Asheville region extends beyond our professional experiences. My family lived in the region for several years and made lifetime connections with individuals and communities. It is an area where we continue to work and support efforts to advance equity and economic development. We welcome an opportunity to continue this work in support of and in partnership with the City and its incredible residents.

If you have any additional questions, please do not hesitate to contact me at debra@tequityworks.com or 919.449.6397. We appreciate your consideration of our proposal and hope that we are afforded the opportunity to serve the City by delivering exceptional service.

Best,

Debra Clark Jones
President

Experience and Qualifications of Applicants

TEQuity has assembled an exceptional team of project management and research experts to support the City of Asheville's efforts in implementing a successful Reparations program. Our team is excited and prepared to assist the City of Asheville and the Reparations Commission in the development of recommendations designed to achieve the following goals:

- Repair the harm done by decades of discrimination
- Create opportunities for community input and dialogue (truth telling and healing)
- Strategic focus to define disparities and actions needed to address disparity and begin the process of creating generational wealth

The following sections describe the lead project management partner, lead project manager, and our research partner.

TEQuity: Lead Project Management Partner



TEQUITY is a minority, woman-owned management consulting firm specializing in advancing equity through the use of exceptional project management services, strategic planning, technology and analytics. TEQuity principals have worked extensively with minority- and woman-owned businesses; federal, state, and local government agencies; historically black colleges and universities; nonprofit organizations; and a network of consultants and mentors dedicated to the advancement of equity. TEQuity principals are experienced economic development, healthcare, education, technology, and transportation. Our team members have successfully managed the establishment and administration of certification programs, monitoring and tracking procurement goals, strategic planning, supportive services, training, professional development, compliance, marketing, data management, and technology implementation. TEQuity advises clients on the strategic design and implementation of programs to ensure equity and to maximize growth. Our strategic services include the integration of quantitative and qualitative data to inform program design. TEQuity organizes outreach events, focus groups, public forums, and conferences designed to capture input from a diverse set of community stakeholders. TEQuity is certified as a Historically Underutilized Business with the NC Department of Administration.

DEBRA CLARK JONES, PROJECT LEAD



With over 20 years of management experience, Debra Clark Jones is a recognized and award-winning leader in enterprise program management, information technology, outreach, and analytics. Her clients include governmental agencies, universities and colleges, nonprofit organizations, and the private sector. She leads TEQuity and a dynamic team comprised of economic, community development, technology, and analytical experts. Her areas of expertise include strategic planning; quantitative and qualitative data analysis; community engagement and outreach; facilitation; technology implementation; program and project management; quality assurance; community outreach and event planning; and public relations. Debra's list of clients include the City of Asheville, North Carolina Institute of Minority Economic Development; Women's Business Center of NC; NC's Community Action Association; the City of Durham; the NC

Office of Health and Human Services; the NCDOT Office of Civil Rights; NCDOT Business Opportunity and Workforce Development; Small Business Transportation Resource Center; Federal Highway Administration; the Center for Outreach in Alzheimer's, Aging, and Community Health, WNC New Economy Coalition; Community-Campus Partnerships for Health and several institutions of higher education. Debra has a Master of Science in Data Analytics from University of Maryland and a Bachelor of Science in Computer Science from Bennett College.

Relevant Project Experience

- **Civil Rights and Disparity.** Debra served as a program and engagement expert on the City of Asheville's Disparity Study team. She conducted an economic leakage study for the Western North Carolina New Economy Coalition to identify industries for minority and small business creation and expansion. She also led the Small Business Capacity Enhancement project in Western North Carolina for the NC Department of Transportation. In this role, she worked to grow the capacity of minority and women owned businesses in 31 counties of Western North Carolina. Her team also facilitated relationships with prime contractors working on large highway construction projects. She has worked for over 15 years advancing utilization of small and minority-owned businesses.
- **Communications, Outreach, and Community Engagement.** Debra has extensive experience facilitating large and small focus groups. She has conducted input sessions for the Federal Highway Administration, community action organizations, non-profits, and institutions of higher education. Debra is recognized for developing programs and strategies for effective community engagement. Her work has included governor and cabinet briefings, legislative briefings and reporting, corporate executive briefings, and public relations.
- **Program Management and Executive Leadership.** Debra has executive experience leading organizations and programs in both the public and private sector. She served as Chief Information Officer for the North Carolina Department of Public Instruction. Debra also led one of the largest statewide programs in North Carolina where she oversaw 43 autonomous state agencies, 14 universities, and \$132 million in expenditures. She has received a statewide commendation for exceptional leadership. Her work experience includes leadership positions with the NC Department of Commerce, the NC Office of Information Technology Services, the NC State Controller's Office, SAS Institute, and IBM.

RTI International: Research Partner



RTI International is an independent, nonprofit research institute dedicated to improving the human condition. Clients rely on us to answer questions that demand an objective and multidisciplinary approach—one that integrates expertise across the social and laboratory sciences, engineering, and international development. We believe in the promise of science, and we are inspired every day to deliver on that promise for the good of people, communities, and businesses around the world.

With hundreds of economists on staff, our capabilities in economic analysis are uniquely diverse. We provide the full range of economic analyses to support client goals for determining program impact, and informing policy development and investments. Scientific rigor and independence are hallmarks of our work, as demonstrated in our substantial contributions to scientific literature.

Our economists serve on collaborative research teams with experts across a range practice areas—including public health and health care, climate change and the environment, education, criminal justice, energy, economic development, and innovation and technological change.

Past Projects and Track Record of Success

TEQUITY PROJECTS

Asheville Economic Leakage Study for the Western North Carolina New Economy Coalition (2017).

TEQuity conducted an Economic “leakage” study for the Asheville Metropolitan Statistical Area to identify areas of the local economy where goods and services are procured or “imported” outside of the local region. This work focused on examining potential local market opportunities for new minority business creation and/or existing minority business expansion. The deliverables also included an examination of the Asheville MSA entrepreneurial ecosystem. This project was funded by the City of Asheville and referenced in several articles.

Asheville City Disparity Study (2017). TEQuity worked with BBC Research on the City of Asheville’s Disparity Study. TEQuity served as the community engagement lead and interviewed minority and woman-owned businesses in the region. The Disparity Study team assessed how minority- and woman-owned businesses are faring in the local marketplace and as part of the City’s contracting and procurement. Our team examined the participation of minority- and woman-owned businesses in City contracting; measured the availability of minority- and woman-owned businesses for City contracts; and assessed local marketplace conditions for minorities; women; and minority- and woman- owned businesses.

NC DOT Small Business Capacity Enhancement Program (2014). Small Business Capacity Enhancement project in Western North Carolina for the NC Department of Transportation. In this role, she worked to grow the capacity of minority and women owned businesses in 31 counties of Western North Carolina. Her team also facilitated relationships with prime contractors working on large highway construction projects. She has worked for over 15 years advancing utilization of small and minority-owned businesses.

Bennett College Reengineering Committee Support (2019). The Bennett College Reengineering Committee was charged by Bennett’s Board of Trustees to research, design, and recommend viable pathways for Bennett to continue forward as a thriving institution. This Committee was comprised of 20 experts in the areas of academics, students services, finance, and governance. TEQuity served on a team of facilitators and provided project management, analytics, website, and facilitation support to the Committee. The final recommendations from the Committee helped to stabilize Bennett College and place them on a trajectory for growth.

RTI INTERNATIONAL PROJECTS

A Blueprint to Dismantle Systemic Racism in Wake County (2021). RTI is currently conducting a community-based strategy planning process for the development of a Blueprint to Dismantle Systemic Racism in Wake County. In close collaboration with Wake County Economic Development and its partners, RTI is facilitating local organizational leads, experts, and advocates in health equity, education equity, economic mobility and criminal justice to:

- define goals and milestones for each priority area, and

- create a blueprint that is actionable and easily accessible to the public, and
- develop an online dashboard that is transparent and can be readily updated by Blueprint partners.

Workforce Development Coalition Planning and Evaluation (2020 to present). RTI provides planning, research, and monitoring and evaluation services to the FB Workforce Development Coalition for targeted workforce program implemented in cities across the U.S. RTI facilitated a process to develop and document a logic model to operationalize the goals and desired outcomes of workforce two programs. Alongside the logic model development, RTI developed and launched participant and local program partner surveys to capture pre- and post-program outcomes. These ongoing surveys and analysis provide regular the information on program progress and inform longer-term program recommendations.

North Carolina Innovation Corridor (2020). RTI conducted research to imagine a regional economic development concept that leverages the innovation and placemaking assets within a 100-mile radius of an established, high-performing innovation hub—the Research Triangle Park and surrounding metro areas. The blueprint assesses how to generate higher-wage job opportunities and more equitable economic growth across a larger region in the coming decades. To place the blueprint in the current socio-economic climate, RTI developed an addendum that includes 12 research briefs on issues related to economic growth and recovery in the era after COVID-19.

Strategic Planning, and Monitoring and Evaluation with Living Cities (2015-2019). RTI supported Living Cities' multi-year strategy and monitoring and evaluation needs and partnered with its grantees to provide technical assistance related to their data analysis and assessment needs. RTI's work with Living Cities included concentrated assessments for grantees' local initiatives and a comprehensive evaluation of Living Cities' national grants portfolio. RTI also worked with the Performance and Results team at Living Cities to conduct a theory-of-change process centered around Living Cities' mission to create economic and wealth-building opportunities for people of color to reduce racial income and wealth disparities in the United States. Key strategies included racial equity narrative change, equitable business starts and growth, and homeownership preservation for people of color. As a part of this work, RTI created tools to integrate the theory into staff members' day-to-day operations, monitoring efforts, and annual planning cycles.

Project Understanding and Approach

TEQuity and its partners have a keen understanding and extensive experience in carrying out the scope of services for the City of Asheville's Reparatons project. Below, please find our project approach summary, project team, and project timeline.

Project Approach:

Our specific process project management services for the City of Asheville's Reparatons Project include:

ACTIVITY 1: PROJECT INITIATION

- Meet with City of Asheville officials to confirm scope and key assumptions
- Gather preliminary information from Phase I's Information Sharing and Truth Telling sessions
- Synthesize information from sessions
- Identify all City of Asheville contacts and resources
- Secure local Asheville domain specialists
- **Activity 1 Deliverables:**
 - Summary report of Phase I information
 - Contact guide for key City of Asheville personnel and resources
 - Domain specialists from the Asheville region

ACTIVITY 2: FORMATION OF THE REPARATIONS COMMISSION

- Work with the City of Asheville in establishing criteria for the Commission members including:
 - 11-13 representatives from local communities impacted by policies and practices that created the disparities; and
 - 10-12 community sector representatives
- Finalize domain areas of Support the appointment process including:
 - Housing
 - Economic Development
 - Public Health
 - Education
 - Public Safety and Justice
 - Others as identified
- Develop the Commission's charge
- Assign domain committee members
- Facilitate Commission members onboarding process including the development of an onboarding guide containing charge, commission member profiles, approach, timeline, committee calendar
- Facilitate development of preliminary criteria for short, medium, and long-term recommendations
- Develop and launch public communications plan, website, and messaging collateral
- Monthly meetings with City of Asheville officials
- **Activity 2 Deliverables:**
 - List of appointed Commission members
 - Commission Charge
 - Onboarding Guide

- Onboarded Members
- Commission Member Onboarding evaluation
- Communications plan
- Reparations website and messaging collateral

ACTIVITY 3: COMMISSION DOMAIN-SPECIFIC RESEARCH

- For each domain committee:
 - Identify needs for and conduct primary research
 - Conduct secondary research
 - Synthesize results of primary and secondary research for domain committee analysis
 - Identify and secure domain experts to meet with and present to committee
 - Develop key findings document
 - Continue communications rollout
- Monthly meetings with City of Asheville officials
- **Active 3 Deliverables:**
 - Primary and secondary research
 - Synthesis of primary and secondary research
 - Short-Term Key Findings Research Document
 - Communication updates

ACTIVITY 4: SHORT-TERM RECOMMENDATIONS

- For each domain committee:
 - Refine criteria for short-term recommendations
 - Review primary and secondary research key findings
 - Facilitate dialogue and deliberation among the committee and synthesize the agreed-upon best thinking
 - Utilize MeetingSphere tool and committee-developed criteria in the development of a list of short-term recommendations
 - Support the development of funding and implementation strategies for each recommendation
 - Conduct focus groups to discuss short-term recommendations and obtain feedback
 - Prepare final short-term recommendation report
 - Support domain committee in the presentation of the short-term recommendations
 - Develop and launch public messaging campaign around short-term recommendations
 - Continue communications rollout
- Monthly meetings with City of Asheville officials
- **Active 4 Deliverables:**
 - Short-term recommendations final criteria
 - Final short-term recommendation report by domain
 - Communication updates

ACTIVITY 5: MEDIUM-TERM RECOMMENDATIONS

- For each domain committee:
 - Refine criteria for medium-term recommendations
 - Continue review of primary and secondary research key findings

- Organize meetings with other municipalities implementing reparation and/or economic impact strategies to address disparities and inequities.
- Continue to facilitate dialogue and deliberation among the committee and synthesize the agreed-upon best thinking
- Utilize MeetingSphere tool and committee-developed criteria in the development of a list of medium-term recommendations
- Support the development of funding and implementation strategies for each recommendation
- Conduct focus groups to discuss medium-term recommendations and obtain feedback
- Prepare final medium-term recommendation report
- Support domain committee in the presentation of the medium-term recommendations
- Develop and launch public messaging campaign around medium-term recommendations
- Continue communications rollout
- Monthly meetings with City of Asheville officials
- **Active 5 Deliverables:**
 - Medium-term recommendations final criteria
 - Final medium-term recommendation report by domain
 - Communication updates

ACTIVITY 6: LONG-TERM RECOMMENDATIONS

- For each domain committee:
 - Refine criteria for long-term recommendations
 - Continue review of primary and secondary research key findings
 - Continue organizing meetings with other municipalities implementing reparation and/or economic impact strategies to address disparities and inequities.
 - Continue to facilitate dialogue and deliberation among the committee and synthesize the agreed-upon best thinking
 - Utilize MeetingSphere tool and committee-developed criteria to develop preliminary list of long-term recommendations
 - Conduct detailed economic impact analyses of select recommendations to determine prospective impact
 - Support the development of funding and implementation strategies for each final recommendation
 - Conduct focus groups to discuss long-term recommendations and obtain feedback
 - Prepare final long-term recommendation report
 - Support domain committee in the presentation of the long-term recommendations
 - Develop and launch public messaging campaign around long-term recommendations
 - Continue communications rollout
- Monthly meetings with City of Asheville officials
- **Active 6 Deliverables:**
 - Long-term recommendations final criteria
 - Economic impact analyses
 - Final long-term recommendation report by domain

- Communication updates

ACTIVITY 7: FINAL REPORT

- Prepare final Commission report comprised of key findings, short, medium, and long-term recommendations, funding and implementation strategies, and prospective impact summary.
- Facilitate development of next steps.
- Present final report to the City Council and community-at-large
- Continue communications rollout
- Monthly meetings with City of Asheville officials
- **Active 7 Deliverables:**
 - Final report
 - Communication updates

ACTIVITY 8: PROJECT CLOSE-OUT

- Conduct community evaluations
- Conduct Commission evaluations
- Conduct City of Asheville evaluations
- Complete project close-out
- Final meeting with City of Asheville officials
- **Active 8 Deliverables:**
 - Evaluation summaries
 - Working documents
 - Project close-out report

Project Team

The project team is comprised of the following members:

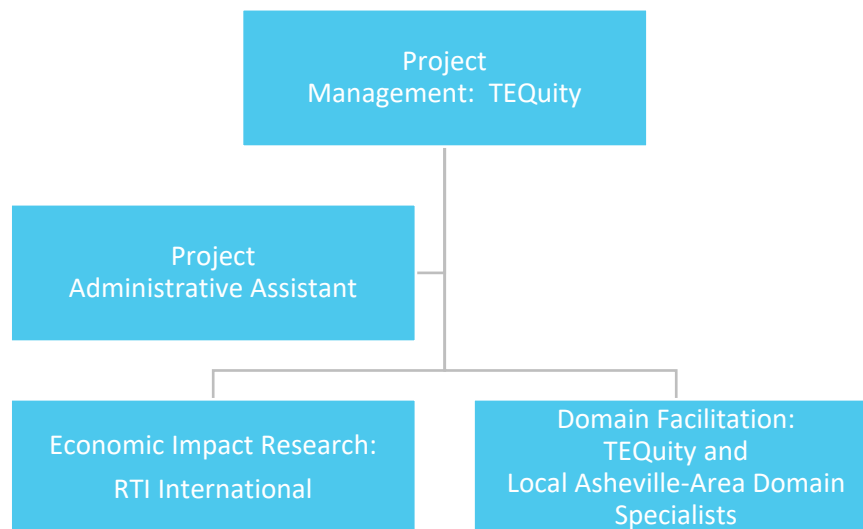


Table 1: Role by Partner

Primary Role	Partner
Project Management Services	TEQuity Project Lead: Debra Clark Jones
Research and Economic Impact Analysis	RTI International
Domain Facilitators	TEQuity Project Lead and domain specialists from the local Asheville area. Domain specialists will be identified and secured during project initiation. TEQuity will prioritize the identification and selection of BIPOC domain specialists.

Project Timeline

TEQuity will provide the proposed services over a 20-month period from September 1, 2021 to April 28, 2023. The timeline by activity is listed and illustrated below:

Table 2: Reparations Project Proposed Timeline

Task Name	Duration	Start	Finish
Activity 1: Project Initiation	23d	09/01/21	10/01/21
Activity 2: Formation of the Reparations Commission	44d	09/15/21	11/15/21
Activity 3: Commission Domain-Specific Research	273d	10/15/21	11/01/22
Activity 4: Short-Term Recommendations	54d	01/15/22	03/30/22
Activity 5: Medium-Term Recommendations	86d	04/01/22	07/29/22
Activity 6: Long-Term Recommendations	131d	08/01/22	01/30/23
Activity 7: Final Report	53d	02/01/23	04/14/23
Activity 8: Close-Out	11d	04/15/23	04/28/23

Project Cost Summary

The total cost of the project is summarized below. The signed cost form is located in the Addendum.

Table 3: Reparations Project Proposed Cost

Category	Cost
Project Activities:	
Activity 1: Project Initiation	\$ 7,750
Activity 2: Formation of the Reparations Commission	20,500
Activity 3: Commission Domain-Specific Research	96,000
Activity 4: Short-Term Recommendations	45,750
Activity 5: Medium-Term Recommendations	31,000
Activity 6: Long-Term Recommendations	126,500
Activity 7: Final Report	22,250
Activity 8: Close-Out	6,250
Travel	6,583
Supplies	3,000
Total	\$365,583

Addendum

ABI Affidavit 1

ABI Affidavit 3

ABI Affidavit 4

Attachment B: Cost Form

Letter of support from RTI International

Project Timeline Gantt Chart

**LIST OF GOOD FAITH EFFORTS
ABI AFFIDAVIT 1**

ABI Annual General Services Aspirational Participation Goal: MBE 14.6 % WBE 0 %

A minimum of five (5) categories below must be checked in order to have demonstrated “good faith efforts”.
I, Debra Clark Jones, a duly authorized representative, of TEQuity (Name of responder) certify that “good faith efforts” were conducted under the following areas checked:

<input checked="" type="checkbox"/> Contacting MWBEs. The contractor must contact MWBEs to reach each subcontracting goal on a specific contract at least 10 days prior to the bid opening. (Complete ABI Form 4 with this information)	<input checked="" type="checkbox"/> Making Plans Available. Providing MWBEs with adequate information about the proposal documents in a timely manner or within 10 days before the Proposals are due to assist them in responding to a solicitation.
<input checked="" type="checkbox"/> Followed up with MWBEs. Followed up with contacted MWBEs subsequent to the initial contact and at least 72 hours prior to bid opening.	<input type="checkbox"/> Bonding or Insurance Assistance on Construction Contracts. Providing assistance to interested MWBEs in obtaining bonding, lines of credit, or insurance; or providing alternatives to bonding or insurance for subcontractors.
<input checked="" type="checkbox"/> Attendance at Pre-Proposal Meeting. To receive credit, the Proposer must attend pre-bid meetings scheduled by the City for the Contract in question.	<input checked="" type="checkbox"/> Breaking Down Work. Selecting portions of the work to be performed by MWBEs in order to increase the likelihood that the MWBE utilization will be achieved.
<input type="checkbox"/> Negotiating in Good Faith. Negotiating in good faith and not rejecting MWBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities.	<input type="checkbox"/> Financial Assistance. Providing assistance to otherwise qualified MWBEs to obtain equipment, supplies, lines of credit, joint pay agreements, or letters of credit (including waiving credit that is ordinarily required), or related assistance or services. No credit will be given to an Affiliate of a responder.
<input type="checkbox"/> Working with ABI Office or MWBE Assistance Programs. The Proposer must document that it worked with the ABI Office, available minority community organizations, minority contractors’ group, local minority business assistance offices, and/or other local organizations that provide assistance in the recruitment and placement of minorities, women, and/or small businesses to solicit bids for this project.	<input type="checkbox"/> Quick Pay Commitment. Providing quick pay agreements and policies to enable MWBE contractors and suppliers to meet cash-flow demands. Proposer will not receive credit if Quick Pay Commitment has a statement indicating that the Proposer will consider entering into a Quick Pay Commitment OR the responder verbally communicated the Quick Pay Commitment to the Subcontractor.
<input type="checkbox"/> Joint Ventures. Negotiating joint venture and partnership arrangements with MWBEs in order to increase opportunities for MWBE participation on General Service Contracts. No credit will be given to an Affiliate of the Proposer.	

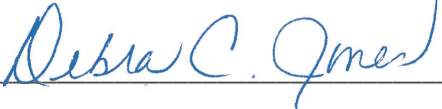
To receive credit for some categories of “good faith efforts” additional documentation may be required. The City may further consider whether the Proposer’s documentation reflects a clear and realistic plan for achieving the MBE, and WBE utilization.

The undersigned, if selected as the contractor for this RFP, will enter into a formal agreement with the firms listed in the MWBE Utilization Commitment ABI Affidavit 3 conditional upon the scope of the contract to be executed

with the Owner.

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the responder to the commitment herein set forth.

Date: 8-5-21 Name of Authorized Officer: Debra Clark Jones

Signature:  Title: President

**MWBE UTILIZATION COMMITMENT
ABI AFFIDAVIT 3**

ABI Annual General Services Aspirational Participation Goal: MBE 14.6 % WBE 0 %

Is the Proposer a Disadvantaged, Woman, or Minority Business Owner YES NO

Even if the proposer is a disadvantaged, woman, or minority business owner and anticipates using subcontractors they must follow the same requirements as non-disadvantaged or minority business owners.

I, Debra Clark Jones, a duly authorized Representative of, TEQuity (Name of proposer), do certify that on the City of Asheville Reparations Project (RFF) (Project Name and Number) TEQuity (Name of Proposer) will expend a minimum of \$ \$250,000 equaling 68 % of the total dollar amount of the contract with certified Disadvantaged Business Enterprise (DBE), Minority Business Enterprise (MBE) or Women Business Enterprise (WBE). MWBEs will be employed as vendors, suppliers or providers of professional services.

Such work will be subcontracted to the following firms listed below:

Name, City, State, Phone # and Tax Id/EIN	Minority Category	Description of Work	Dollar Value
(TEQuity and local domain specialists)	B	Project Management and Facilitation	\$250,000

***Minority categories: Non-Hispanic White Woman-Owned (W), Black American-Owned (B), Hispanic American-Owned (H), Asian American-Owned (A), and Native American-Owned (N)**

The undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract. Failure to fulfill this commitment may constitute a breach of the contract.

Date: 8-5-21 Name of Authorized Officer: Debra Clark Jones

Signature:  Title: President

**GOOD FAITH EFFORTS
ABI AFFIDAVIT 4**

List all minority or women owned business enterprise subcontractors that were contacted during the efforts to reach the goals set forth by the Asheville Business Inclusion Policy. The selected proposer may be required to provide additional backup for the ASHEVILLE BUSINESS INCLUSION AFFIDAVIT 4 within 72 hours of notification.

Name of responder: TEQuity Project Name and Number:

Reparations Process (RFP# 298-Rep2021)

Type of Work	Name of MBE and WBE & Phone	Date of Contact	Contact Person	If Unavailable, Why
Facilitation	CREED (779.771.9698)	7-10-21	James Ford	Capacity Issues
Research	MDC, Inc. (919.381.5802)	7-15-21	John Sullivan	On vacation for two weeks
Facilitation	MM Equity Consulting (919.605.3258)	7-10-21	Dr. Mariah Murrell	Capacity Issues

Pursuant to the City of Asheville’s Business Inclusion Policy the undersigned certifies that the above Minority Business Enterprise(s) and Women Business Enterprise(s) were contacted in good faith and that said MWBE(s) were unable to submit a bid for reasons indicated. Documentation of the proposer's good faith efforts to meet the goals set forth in these provisions.

Examples of documentation include, but are not limited to, the following evidence:

- A. Copies of solicitations for quotes to at least three (3) minority business firms from the source list provided by the City and/or State for each subcontract to be let under this contract (if 3 or more firms are shown on the source list). Each solicitation shall contain a specific description of the work to be subcontracted, the location where RFP documents can be reviewed, representative of the Prime proposer to contact, and location, date and time when quotes must be received.
- B. Copies of quotes or responses received from each firm responding to the solicitation.
- C. A telephone log of follow-up calls to each firm sent a solicitation.
- D. For subcontracts where a minority business firm is not considered the , copies of quotes received from all firms submitting quotes for that particular subcontract.
- E. Documentation of any contacts or correspondence to minority business, community, or contractor organizations in an attempt to meet the goal.
- F. Copy of the pre-bid roster.
- G. Letter documenting efforts to provide assistance in obtaining required bonding or insurance for minority business.
- H. Letter detailing reasons for rejection of minority business due to lack of qualification.
- I. Letter documenting proposed assistance offered to minority businesses in need of equipment, loan

capital, lines of credit, or joint pay agreements to secure loans, supplies, or letter of credit, including waiving credit that is ordinarily required.

Failure to provide the documentation as listed in these provisions may result in rejection of the proposal.

Date: 8-5-2021 Name of Authorized Officer: Debra Clark Jones

Signature:  Title: President

ATTACHMENT B: COST PROPOSAL FORM

INSTRUCTIONS: Using this format, provide an electronic copy of the total cost proposal for all services to be delivered, and a breakdown of costs delineated by tasks as described in your project plan. If applicable, add your price list to this section.

DESCRIPTION	COST
Activity 1: Project Initiation	\$ 7,750
Activity 2: Formation of the Reparations Commission	20,500
Activity 3: Commission Domain-Specific Research	96,000
Activity 4: Short-Term Recommendations	45,750
Activity 5: Medium-Term Recommendations	31,000
Activity 6: Long-Term Recommendations	126,500
Activity 7: Final Report	22,250
Activity 8: Close-Out	6,250
Supplies	3,000
Travel	6,583
TOTAL	\$ 365,583

Name of Firm: TEquity

Authorized Signature: 

Printed Name and Title: Debra Clark Jones, President

Date: 8-5-2021



3040 E. Cornwallis Road • PO Box 12194 • Research Triangle Park, NC 27709-2194 • USA
Telephone +1.919.541.6000 • Fax +1.919.541.5985 • www.rti.org

August 4, 2021

Debra C. Jones
President
Tequity, Inc.
debra.jones@tequityworks.com
(919) 444.2277

Subject: Solicitation RFP # 298-Rep2021

Dear Debra,

RTI International fully supports Tequity in its response to the City of Asheville's Solicitation RFP# 298-Rep2021 – Reparations Process Project Manager. We are pleased to support the Tequity team as a partner and look forward to working with you on this contract.

Warm regards,

A handwritten signature in black ink that reads "Alan C. O'Connor". The signature is fluid and cursive, with a long, sweeping tail on the final 'r'.

Alan C. O'Connor, Senior Director
Center for Applied Economics & Strategy
RTI International
oconnor@rti.org
(+1) 415-272-7759

City of Asheville's Review of NC State Treasurer's Divestment Lists

Contract

Direct Payment/Check Request (For Invoices over \$1,000 and under \$5,000 without a PO or Contract)

Bid/RFP/RFQ Number: RFP# 298-Rep2021

Contract Number: 92200146

Name of Vendor or Contractor:

TEQuity, LLC

Iran Divestment Act (IDA) required by N.C.G.S. 147-86.60 and Divestment from Companies Boycotting Israel required by N.C.G.S. 147-86.82

As of the date listed below, the vendor or contractor named above is not listed on the Iran Final Divestment List or the Companies Boycotting Israel Final Divestment List published by the State Treasurer pursuant to N.C.G.S. 147-86.60 and 147-86.82.

The undersigned hereby confirms that he or she has acknowledged the vendor or bidder named above is not on the NC Treasurer's Iran Final Divestment List or the Companies Boycotting Israel Final Divestment List as of this date.

Please type in your Name, Title, Department, and Date in the space below

Jenna Miller, Executive Assistant, City Manager's Office, 9/22/21

Notes to persons signing this form:

N.C.G.S. 147-86.60 prohibits local governments from contracting with a company included on the Treasurer's Iran Final Divestment List. N.C.G.S. 147-86.82 prohibits local governments from contracting with a company included on the Treasurer's Companies Boycotting Israel Final Divestment List. Review of these lists is required at the following times:

- When a contract is entered into
- When a contract is renewed or assigned

This form is not required for any inter-governmental agency agreements.

This form is required for all contracts and all direct payments over \$1,000.

The State Treasurer's Iran Final Divestment List, Iran Parent and Subsidiary Guidance, as well as Other Divestment Policies, and Companies Boycotting Israel Final Divestment List can be found on the State Treasurer's website (Divestment and Do-Not-Contract Rules page) and will be updated annually.

Iran Divestment Act (IDA) and Divestment from Companies Boycotting Israel Review

*Temporary electronic use. No physical signature required.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09-20-2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Berkshire Hathaway Direct Insurance Company... CONTACT NAME: ... PHONE: 800-507-4495... FAX: 800-589-7316... INSURED: TEQuity, LLC... INSURER A: Berkshire Hathaway Direct Insurance Company... NAIC #: 10391

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUB R WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation, and Errors & Omissions.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER CANCELLATION

CITY OF ASHEVILLE PO BOX 7148 ASHEVILLE, NC 28802 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE [Signature]

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