

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
BOARD ACTION SUMMARY

DEPT: Chief Executive Office

BOARD AGENDA #: \*B-10

AGENDA DATE: April 4, 2017

**SUBJECT:**

Approval to Accept an Update on the Focus on Prevention Initiative and Approval of an Agreement Authorizing the United Way of Stanislaus County to Continue Fiscal Agent and Administrator Services, including Facilitation, Planning and Outcomes Development, for the Period of April 5, 2017 Through June 30, 2017 at an Amount not to Exceed \$31,250.

**BOARD ACTION AS FOLLOWS:**

No. 2017-162

On motion of Supervisor Withrow , Seconded by Supervisor Olsen  
and approved by the following vote,

Ayes: Supervisors: Olsen, Withrow, Monteith, DeMartini, and Chairman Chiesa

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended


2) \_\_\_\_\_ Denied

3) \_\_\_\_\_ Approved as amended

4) \_\_\_\_\_ Other:

MOTION:

ATTEST:

  
ELIZABETH A. KING, Clerk of the Board of Supervisors

File No.

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
AGENDA ITEM**

DEPT: Chief Executive Office  
Urgent  Routine

BOARD AGENDA #: \*B-10

AGENDA DATE: April 4, 2017

CEO CONCURRENCE:



4/5 Vote Required: Yes  No

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**STAFF RECOMMENDATIONS:**

1. Accept the Update on Focus on Prevention, a countywide transformation process to improve the quality of life for residents and families across the County.
2. Approve an agreement authorizing the United Way of Stanislaus County to continue Fiscal Agent and Administrator services, including facilitation, planning and outcomes development, for the Focus on Prevention Initiative for the period of April 5, 2017 through June 30, 2017.
3. Authorize the Chairman of the Board of Supervisors to sign the agreement with United Way of Stanislaus County, not to exceed \$31,250 for services in this contract period.

**DISCUSSION:**

The Board of Supervisors launched the Focus on Prevention countywide initiative with the aim to improve the quality of life for all Stanislaus residents and families through coordinated prevention efforts that work across multiple sectors. These sectors include arts, entertainment and sports; business; education; faith; government; healthcare; media; non-profits; neighborhoods; and philanthropy. The Focus on Prevention is emerging into a shared community vision and foundation for ongoing transformation and culture change that will lead to tangible improvements in the lives of Stanislaus County residents. Guided by our Stewardship Council and our broad network of community partners, Focus on Prevention acts as a catalyst for significant systems-level transformation and impact in preventing and reducing homelessness, and has launched the second phase of planning, strengthening families. Highlights from 2016 include:

- **System-level Transformation:** A new multi-sector collaborative leadership structure was developed to lead the movement to reduce and prevent homelessness. This new structure will help us more effectively leverage resources across the county, moving away from a "silo" approach of isolated intervention. Multiple homelessness services agencies and community partners in Stanislaus County have come together, and have begun the critical and complex work of aligning their efforts, and forging this formal partnership called the Community System of Care (see attachment B for a list of the

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partners). This system of care, in which all sectors have a role and are contributing to the desired results, acknowledges that service providers and partners can accomplish much more working together rather than separately. The importance – and potential – of this alignment, shared results and learning has become crystal clear through this organized leadership.

- **Community System of Care Services:** Progress has been made toward building a new Community System of Care, or service continuum, for people who are homeless or at risk of homelessness. Progress toward two key aspects of the new system—the access center and low barrier shelter—is slower than anticipated. These *will* happen. It is simply taking longer than initially projected to arrange the funding and other agreements needed for these parts of the system to be successful. Additionally, the homelessness services providers in our community have partnered to develop a preliminary plan to develop a Community System of Care, which at the center encompasses a Coordinated Access System (CAS). The CAS is designed to coordinate and strengthen access to housing for families and individuals who are homeless or at risk of homelessness within Stanislaus County. The CAS institutes a consistent and uniform assessment and referral processes to determine and secure the most appropriate response to each individual or family's immediate and long-term housing needs. The implementation of the CAS necessitates significant, community-wide coordination and alignment of all services to help ensure that the system will be effective and manageable for homeless persons and persons at-risk of homelessness and for the housing and service providers tasked with meeting their needs. A draft of the Coordinated Access System Plan is currently being finalized. These system level accomplishments are leading to new opportunities. On March 28, 2017, the Superior Court was notified of a grant award of \$593,089 to develop an outreach program to assist homelessness individuals in mitigating unresolved legal issues as an incentive to access housing and support services. This grant was developed leveraging the Focus on Prevention multisector partnerships and planning, which positioned the Court in a highly competitive and ultimately successful position. We anticipate the foundation Focus on Prevention has built will continue to produce similar results and additional resources. As the next section highlights, the additional partners and resources are not only materializing in the public sector, but the private sector has demonstrated a commitment to a Focus on Prevention as well.
- **Strengthening Partnerships:** The community is demonstrating unprecedented collaboration and unity among neighborhoods, nonprofits, faith-based communities, businesses, arts organizations, local governments, and others. A \$1.4 million contribution from the private sector is a recent example of this growing support and engagement. These funds have been committed to Focus on Prevention by local business leaders Tom Norquist, David Halvorson, Sylvester Aguilar, Vinson Chase, Ted Dickason and Gary Boudreaux. The group, which included businessman Carl Boyett before his death last year, served as advisory members for the Credit Bureau Fund that was administered by Stanislaus Community Foundation for the past decade. Grants from the Credit Bureau have historically supported various nonprofits since the Credit Bureau shuttered its operations and sold its assets in 2005. After learning about the

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work undertaken by Focus on Prevention to organize the county's homelessness services, the advisory group is allocating the majority of its funds to Focus on Prevention moving forward. The Focus on Prevention Fund will be housed and administered by Stanislaus Community Foundation in response to grant requests by the Focus on Prevention Stewardship Council. The grants will underwrite innovative solutions or pilot projects that cannot be addressed by government or nonprofit funding alone. Additionally in 2016, the Stewardship Council secured \$122,500 in funding to augment the County funding for Focus on Prevention facilitation, planning and data development.

These contributions were received from:

Mr. Brad and Mrs. Nancy Hawn	\$ 10,000
Stanislaus Community Foundation	\$ 25,000
City of Hughson	\$ 2,500
City of Modesto	\$ 40,000
City of Newman	\$ 2,500
City of Oakdale	\$ 2,500
City of Riverbank	\$ 2,500
E&J Gallo Inc.	\$ 10,000
Kaiser Permanente	\$ 25,000
Valley First Credit Union	\$ 2,500
<u>Total</u>	<u>\$122,500</u>

- **Strengthening Families:** The lessons learned through the movement to reduce and prevent homelessness are helping to launch the next Focus on Prevention area of focus, strengthen families, initially targeting individuals engaged in the criminal justice system and their families. A new collaborative leadership group consisting of 27 leaders from key agencies and community partners has formed and they have committed to lead the second movement focused on strengthening families (see attachment C for a complete list of the partners). This leadership group consists of leaders that manage a large percentage of the publicly funded services and community partners committed to helping these families. As with the homelessness initiative, the group has started to identify all the resources and programs that serve this population in the county, and identifying critical partners and stakeholders needed to form the next Action Council. The new Action Council will begin meeting over the next several months to develop the common agenda for this effort.

Stanislaus County established support for the administration of the Focus on Prevention Initiative through in-house leadership, augmented by external fiscal agent and administrator services. On February 2, 2016 the Board of Supervisors approved an agreement with the United Way to act as the contracted administrator and fiscal agent for contributions to the Focus on Prevention Initiative which allows for community contributions to be made to a 501(c) 3 non-profit organization. The approved contract period was from February 3, 2016 through December 30, 2016 at a total cost of \$130,000 which included \$125,000 for sub-contract services, plus an additional \$5,000 for contract administration and oversight.

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As the approved fiscal agent and contract administrator, the United Way entered into a contract with the Center for Collective Wisdom for the facilitation, strategic planning, training and outcome services, at a total authorized expenditure level of \$250,000. To date, the United Way invoiced the County a total of \$125,000, as established in the contract, for the cost of services provided by the Center for Collective Wisdom as well as \$5,000 in costs incurred for administering this program, for February 3, 2016 to December 30, 2016. The remaining balance of the costs related to supporting the Center for Collective Wisdom services was funded by partner contributions of \$122,500, which as previously noted, was raised by the Stewardship Council in 2016. The Stewardship Council has already secured an additional \$1.4 million for the homelessness initiative in 2017.

Building on these substantive developments, the CEO's Office is currently developing a comprehensive multi-year proposal for the Board of Supervisors to consider beginning with Budget Year 2017-2018. The proposal will include a thorough report on the details of the latest developments highlighted in this update, along with the funding and long-term planning strategy to achieve the desired community result. Simultaneously, the Stewardship Council has initiated planning to ensure an equal commitment to sustainability from our community multi-sector partners. To sustain this new approach to governance and alignment across multiple sectors will require new approaches to leadership and planning, and commitments from both the public and private sectors. Over the next few months, the CEO's Office along with Focus on Prevention partners will jointly develop this shared vision and comprehensive proposal with the aim of creating a durable and sustainable foundation for this growing movement.

In the interim, the Board of Supervisors is asked to approve a short-term agreement with the United Way for the period of April through June 2017, using existing appropriations authorized in the Chief Executive Office - Focus on Prevention budget. The reason for this short-term agreement is that the previous agreement and funding authorization expired in December 2016, and gap funding is needed to ensure continuity of planning, primarily to support the Strengthening Families Leadership in planning the next Action Council, while the comprehensive multi-year proposal is developed and brought to the Board of Supervisors before July 2017. This proposal will include a long-term recommendation for the services outlined in this agreement as well.

**POLICY ISSUE:**

Current County policy requires Board of Supervisors approval for any contract or agreement where the total cumulative compensation exceeds \$100,000. Cumulative refers to all compensation paid by an individual department since July 1, 2014 where there has been no break in contractual services over six months. Approval of the agreement with United Way of Stanislaus County in an amount not to exceed \$31,250 will bring the cumulative compensation total for this service to \$161,250 through June 30, 2017

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**FISCAL IMPACT:**

The United Way of Stanislaus County will continue to act as the Fiscal Agent and contract administrator, entering into an agreement with the Center for Collective Wisdom for the direct services while the long-term funding, planning and partnership strategy is developed for the Focus on Prevention. The total cost for these services for the period of April to June of 2017 is \$31,250. The County contribution will be \$30,000 for services, plus \$1,250 for United Way administration fees. Any additional funding needed to accomplish task through June 30, 2017 will be secured through private sector funds raised by the Stewardship Council. Sufficient appropriations exist in the Chief Executive Office - Focus on Prevention budget to support the County contribution to this effort. There is no additional impact to the County General Fund as a result of the recommended actions.

<b>Cost of recommended action:</b>	\$ 31,250
<b>Source(s) of Funding:</b>	0
<b>Funding Total:</b>	\$ -
<b>Net Cost to County General Fund</b>	<u>\$ 31,250</u>

<b>Fiscal Year:</b>	2016-2017
<b>Budget Adjustment/Appropriations needed:</b>	No

**Fund Balance as of July 1, 2016** Not applicable

**BOARD OF SUPERVISORS' PRIORITY:**

Approval of the recommended actions supports the Board of Supervisor's priorities of A Safe Community, A Healthy Community and Efficient Delivery of Public Services by sustaining the Focus on Prevention Initiative through June 30, 2017.

**STAFFING IMPACT:**

Existing staff in the Chief Executive Office will continue to support the Focus on Prevention Initiative, including the Community Development and Empowerment Manager provide part-time coordination for the Focus on Prevention activities and the Housing and Supportive Services Coordinator providing support specifically to the homelessness prevention activities. There are no staffing impacts associated with the recommended actions in this agenda item.

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**CONTACT PERSON:**

Ruben Imperial, Community Development and Empowerment Manager: (209) 225-0315

**ATTACHMENT(S):**

- A - Agreement for Independent Contractor Services
- B – Community System of Care, List of Partners
- C – Strengthening Families Action Council, List of Partners

**AGREEMENT  
FOR  
INDEPENDENT CONTRACTOR SERVICES**

This Agreement for Independent Contractor Services (the "Agreement") is made and entered into by and between the County of Stanislaus ("County") and The United Way of Stanislaus County ("Contractor") as of April 5, 2017.

**Recitals**

WHEREAS, the County, on October 28, 2014 established the Focus on Prevention Initiative (FPI) to improve the quality of life in Stanislaus County; and

WHEREAS, the County and the Focus on Prevention has initiated a community transformation process in areas critical to quality of life: Homelessness, Strengthening Families, Investing in and Supporting Young Children and Reducing Recidivism; and

WHEREAS, the County will be the facilitator and convener to mobilize community champions in the sectors of Education, Faith, Media, Local government, Health, Non-profits, Business, Arts, Entertainment & Sports, Philanthropy and Neighborhoods; and

WHEREAS, the County has established a Stewardship Council to: establish community outcomes and indicators of success; support Action Councils for each quality of life issue to include training and technical assistance and provide recommendations to the Board of Supervisors to award mini-grants; and

WHEREAS, the County requires and Contractor is able to support the Focus on Prevention by providing fiscal management of community contributions to the FPI from both the public and private sector, and the administration of the contracted infrastructure support with the Center for Collective Wisdom (CFCW) for the FPI; and

WHEREAS, the County requires and Contractor can secure services through a contract agreement with the CFCW that will support the Focus on Prevention Initiative by designing and facilitating meetings of the Stewardship and Action Councils, helping to design and facilitate countywide convening's, providing training and one-on-one coaching as appropriate, supporting development of countywide outcomes and indicators, including developing data sources and reports, designing and facilitating learning dialogues among community stakeholders, assisting with development of a timeline and work plan for future focus areas and assessing progress and evolving the overall initiative; and

WHEREAS, the Contractor is specially trained, experienced and competent to perform and has agreed to provide such services.

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:



## Terms and Conditions

### 1. Scope of Work

1.1 The Contractor shall furnish to the County upon execution of this Agreement or receipt of the County's written authorization to proceed, those services and work set forth in **Exhibit A**, attached hereto and, by this reference, made a part hereof.

1.2 All documents, drawings and written work product prepared or produced by the Contractor under this Agreement, including without limitation electronic data files, are the property of the Contractor; provided, however, the County shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Contractor may copyright the same, except that, as to any work which is copyrighted by the Contractor, the County reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.

1.3 Services and work provided by the Contractor at the County's request under this Agreement will be performed in a timely manner consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions, and in accordance with a schedule of work set forth in Exhibit A. If there is no schedule, the hours and times for completion of said services and work are to be set by the Contractor; provided, however, that such schedule is subject to review by and concurrence of the County.

### 2. Consideration

2.1 County shall pay Contractor as set forth in Exhibit A.

2.2 Except as expressly provided in Exhibit A of this Agreement, Contractor shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.3 County will not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Contractor under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

2.4 Pursuant to Penal Code section 484b and to Business and Professions Code section 7108.5, the Contractor must apply all funds and progress payments received by the Contractor from the County for payment of services, labor, materials or equipment to pay

for such services, labor, materials or equipment. Pursuant to Civil Code section 1479, the Contractor shall direct or otherwise manifest the Contractor's intention and desire that payments made by the Contractor to subcontractors, suppliers and materialmen shall be applied to retire and extinguish the debts or obligations resulting from the performance of this Agreement.

### 3. Term

3.1 The term of this Agreement shall be from the date of approval of this Agreement until completion of the agreed upon services unless sooner terminated as provided below or unless some other method or time of termination is listed in Exhibit A.

3.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

3.3 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of Contractor's business, (c) cancellation of insurance required under the terms of this Agreement, and (d) if, for any reason, Contractor ceases to be licensed or otherwise authorized to do business in the State of California, and the Contractor fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.

3.4 Either party may terminate this agreement upon 30 days prior written notice to the other party. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Contractor as provided in Paragraph 2 herein, subject to any applicable setoffs.

### 4. Required Licenses, Certificates and Permits

Any licenses, certificates or permits required by the federal, state, county or municipal governments for Contractor to provide the services and work described in Exhibit A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by Contractor at no expense to the County.

### 5. Office Space, Supplies, Equipment, Etc.

Unless otherwise provided in Exhibit A, Contractor shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Contractor to provide the services identified in Exhibit A to this Agreement. County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole

responsibility and obligation of Contractor.

## 6. Insurance

6.1 Contractor shall take out, and maintain during the life of this Agreement, insurance policies with coverage at least as broad as follows:

6.1.1 General Liability. Comprehensive general liability insurance covering bodily injury, personal injury, property damage, products and completed operations with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by Contractor under this Agreement or the general aggregate limit shall be twice the required occurrence limit.

6.1.2 Automobile Liability Insurance. If the Contractor or the Contractor's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under this Agreement, owned/non-owned automobile liability insurance providing combined single limits covering bodily injury, property damage and transportation related pollution liability with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence.

6.1.3 Workers' Compensation Insurance. Workers' Compensation insurance as required by the California Labor Code. In signing this contract, the Contractor certifies under section 1861 of the Labor Code that the Contractor is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the Contractor will comply with such provisions before commencing the performance of the work of this Agreement.

6.2 Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by County. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) the Contractor shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. The County, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, the Contractor agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the Contractor's defense and indemnification obligations as set forth in this Agreement.

6.3 The Contractor shall obtain a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, if any, naming the County and its officers, officials and employees as additional insureds regarding: (a) liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Contractor, including the insured's general supervision of its subcontractors; (b) services, products and completed operations of the Contractor; (c) premises owned, occupied or used by the Contractor; and (d) automobiles owned, leased, hired or borrowed by the Contractor. For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the County and its officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Contractor.

6.4 The Contractor's insurance coverage shall be primary insurance regarding the County and County's officers, officials and employees. Any insurance or self-insurance maintained by the County or County's officers, officials and employees shall be excess of the Contractor's insurance and shall not contribute with Contractor's insurance.

6.5 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees or volunteers.

6.6 The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6.7 Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after thirty (30) days' prior written notice has been given to County. The Contractor shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.

6.8 Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide acceptable to the County; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance. A Best's rating of at least A-VII shall be acceptable to the County; lesser ratings must be approved in writing by the County.

6.9 Contractor shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional insureds under its insurance policies.

6.10 At least ten (10) days prior to the date the Contractor begins performance of its obligations under this Agreement, Contractor shall furnish County with certificates of

insurance, and with original endorsements, showing coverage required by this Agreement, including, without limitation, those that verify coverage for subcontractors of the Contractor.

The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

6.11 The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors.

## 7. Defense and Indemnification

7.1 To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with United Way's failure to perform this Agreement; provided, however, such indemnification shall not extend to or cover loss, damage or expense arising from the sole negligence or willful misconduct of the County or its agents, officers and employees.

7.2 Contractor's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

7.3 To the fullest extent permitted by law, County shall indemnify, hold harmless and defend the Contractor and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with CFCW's performance of the agreement entered into in accordance with A. 1.b of Exhibit A. provided, however, such indemnification shall not extend to or cover loss, damage or expense arising from the sole negligence or willful misconduct of the Contractor or its agents, officers and employees.

## 8. Status of Contractor

8.1 All acts of Contractor and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Contractor relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Exhibit A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Contractor. It is understood by both Contractor and County that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

8.2 At all times during the term of this Agreement, the Contractor and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of County.

8.3 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. Contractor is permitted to provide services to others during the same period service is provided to County under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.

8.4 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Contractor.

8.5 It is understood and agreed that as an independent Contractor and not an employee of County, the Contractor and the Contractor's officers, employees, agents, representatives or subcontractors do not have any entitlement as a County employee, and do not have the right to act on behalf of the County in any capacity whatsoever as an agent, or to bind the County to any obligation whatsoever.

8.6 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.

8.7 As an independent Contractor, Contractor hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

## 9. Records and Audit

9.1 Contractor shall prepare and maintain all accounting writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of this Agreement.

9.2 Any authorized representative of County shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts and transcripts during the period such records are to be maintained by Contractor. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work

performed or being performed under this Agreement.

10. Confidentiality

The Contractor agrees to keep confidential all information obtained or learned during the course of furnishing services under this Agreement and to not disclose or reveal such information for any purpose not directly connected with the matter for which services are provided except with consent of County.

11. Nondiscrimination

During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition (including genetic characteristics), marital status, age, political affiliation, sex, sexual orientation, or military or veteran's status. Contractor and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

12. Assignment

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience and training of Contractor and the Contractor's firm, associates and employees as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

13. Waiver of Default

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

14. Notice

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Contractor or County shall be required or may desire to make shall be in writing and may

be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County: County of Stanislaus  
Department of Chief Executive Office  
Attention: Ruben Imperial

To Contractor: United Way of Stanislaus County  
422 McHenry Ave, Modesto, CA 95354  
Attention: Francine DiCiano, President/CEO

15. Conflicts

Contractor agrees that it has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under this Agreement.

16. Severability

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

17. Amendment

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

18. Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

19. Advice of Attorney

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.




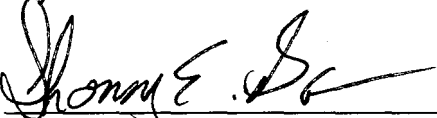
20. Construction

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

21. Governing Law and Venue

This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement on the day and year first hereinabove written.

<p><b>COUNTY OF STANISLAUS</b></p> <p>By: _____  Vito Chiesa  Chairman of the Board of Supervisors    County of Stanislaus, State of California    "County"</p>	<p><b>United Way of Stanislaus County</b></p> <p>By: _____  Francine DiCiano  President/Chief Executive Officer    United Way of Stanislaus County    "Contractor"</p>
<p>ATTEST: Elizabeth King, Clerk of the Board of Supervisors of the County of Stanislaus, State of California</p> <p>By: _____  Elizabeth King  Clerk of the Board of Supervisors</p>	
<p>APPROVED AS TO CONTENT:  Department of Chief Executive Office</p> <p>By:  _____  Stan Risen  Chief Executive Officer</p>	
<p>APPROVED AS TO FORM:  John P. Doering,  County Counsel</p> <p>By:  _____  Thomas E. Boze  Assistant County Counsel</p>	

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## **EXHIBIT A**

### **A. SCOPE OF WORK**

The Contractor shall provide services under this Agreement for the contract term of April 5, 2017 through June 30, 2017, as follows:

1. Under the direction of the County, Contractor will support the Focus on Prevention Initiative (FPI) by providing fiscal management of community contributions to the FPI from both the public and private sectors, and the administration of the contracted infrastructure support with the Center for the Collective Wisdom (CFCW) including, but not limited to:
  - a. Accepting public and private donations and providing tax exempt documentation as requested.
  - b. Entering into a contract agreement with the CFCW for the facilitation, strategic planning, training, and outcomes services for the Focus on Prevention Initiative.
  - c. Processing CFCW invoices and payments for services rendered.
  - d. Providing monthly invoices supported by invoices from the CFCW and approved by Stanislaus County CEO staff to the County for reimbursement.
  - e. Providing quarterly financial reports documenting receipts and payments for the SCPI contract.

### **B. COMPENSATION**

The Contractor shall be compensated for the services provided under this Agreement as follows:

1. The total cost for the contracted services between the United Way and the CFCW shall not exceed \$46,250. Through this agreement, the COUNTY will provide \$30,000 towards the cost of these services, and an additional \$1,250 to cover the cost of contract administration for the period of April 5, 2017 through June 30, 2017. The Stewardship Council and other community partners have committed to raise the additional \$15,000 to pay for the remainder of the contract cost. In the event that the additional \$15,000 is not raised, the Contractor will only pay the CFCW for services up to the amount of funding collected.
2. County will pay the Contractor for the contribution towards the contracted facilitation services with the CFCW on the following schedule:
  - a. Initial payment of \$20,000, within 10 days following Board of Supervisors approval
  - b. Final contribution payment of \$11,250 to be paid on May 1, 2017 for the remainder of county support of the contract that ends June 30, 2017.
3. The Contractor will provide monthly financial reports detailing all revenues received from the county and outside parties for the FPI, along with all actual contract expenditures, and any remaining balance of funds. The report shall include the beginning and ending cash balance of the FPI funds. Detailed records of cash reconciliations, supporting bank statements, and accounting records of all

transactions will be maintained by Contractor and available at any time to the County, or County designee for purposes of audit, field review or any other contract/fiscal monitoring.

4. At the end of the contract period, the Contractor will provide a reconciliation of all actual revenue/funds received and any interest earnings, less all actual payments made for contracted facilitation services, and remit any surplus revenues to the County by July 31, 2017.
5. The parties hereto acknowledge the maximum amount to be paid by the County for Contractor's administrative services provided shall not exceed \$1,250 including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Contractor to perform or to assist in the performance of its work under this Agreement.

Attachment B  
Community System of Care, List of Partners

## Homelessness Community System of Care Leadership

Attachment B

#	Representation	Name	Position	Organization/Agency
1	Advocate	Beverly Hatcher	Executive Director	United Samaritans Foundation
2	BHRS Director	Rick DeGette	Director	Behavioral Health & Recovery Services
3	Business	<i>Pending</i>	<i>Pending</i>	<i>Pending</i>
4	CSA Director	Kathy Harwell	Director	Community Services Agency
5	Education	<i>Pending</i>	<i>Pending</i>	<i>Pending</i>
6	Emergency Shelter	Kevin Carroll	Executive Director	The Gospel Mission
7	Entitlement Jurisdiction: County	Angela Freitas	Director	Stanislaus County Planning & Community Development
8	Entitlement Jurisdiction: Modesto	Tina Rocha	Community Development Manager	City of Modesto Community Development Division
9	Entitlement Jurisdiction: Riverbank	<i>Pending</i>	<i>Pending</i>	<i>Pending</i>
10	Entitlement Jurisdiction: Turlock	Maryn Pitt	Assistant to the City Manager	City of Turlock Housing and Economic Development
11	Faith	Dwaine Breazeale	Captain	Salvation Army
12	Healthcare	<i>Pending</i>	<i>Pending</i>	<i>Pending</i>
13	Housing Authority	Barbara Kauss	Executive Director	Housing Authority of the County of Stanislaus
14	Law Enforcement:	<i>Pending</i>	<i>Pending</i>	<i>Pending</i>
15	Lived Experience 1	Jeffrey Gianelli	Community	
16	Lived Experience 2	Bradley Wayne Smith	Community	
17	Lived Experience 3	<i>Pending</i>	<i>Pending</i>	<i>Pending</i>
18	Neighborhoods	<i>Pending</i>	<i>Pending</i>	<i>Pending</i>
19	Permanent Supportive Housing	Kathy Lee	Executive Director	Community Impact Central Valley Housing
20	Philanthropy	Francine DiCiano	Executive Director	United Way of Stanislaus
21	Senior Services	<i>Pending</i>	<i>Pending</i>	<i>Pending</i>
22	Transitional/Rapid-Rehousing	Esther Rosas	Executive Director	Community Housing and Shelter Services
23	Veterans Services	<i>Pending</i>	<i>Pending</i>	<i>Pending</i>
24	Victims Services	Roberta Brown	Executive Director	Haven's Center
25	Youth Services	Taryn Muralt	Director	Center for Human Services

Updated March 30, 2017

## Attachment C

### Strengthening Families Action Council, List of Partners

**Strengthening Families Leadership**

Attachment C

#	Organization/Representation	Representative	Title
1	Alliance Worknet	Doris Foster	Director
2	Behavioral Health & Recovery Services	Rick DeGette	Director
3	Board of Supervisors	Terry Withrow	Board Member
4	Center for Human Services	Cindy Duenas	Executive Director
5	Chief Executive Office / Stanislaus County	Jody Hayes	Assistant Executive Officer
6	Chief Executive Office / Stanislaus County	Stan Risen	Assistant Executive Officer
7	Chief Executive Office / Stanislaus County	Keith Boggs	Assistant Executive Officer
8	Chief Executive Office / Stanislaus County	Patricia Hill-Thomas	Chief Operating Officer
9	Chief Executive Office / Stanislaus County	Ruben Imperial	Community Dev & Emp Manager
10	Child Support Services	Baljit Atwal	Director
11	City Managers Representative	Michael Holland	City Manager, Newman
12	City Managers Representative	Bryan Whitemeyer	City Manager, Oakdale
13	Community Services Agency	Kathryn Harwell	Director
14	Superior Court of CA: Stanislaus Juvenile	Ruben A. Villalobos	Judge
15	District Attorney's Office	Birgit Fladager	District Attorney
16	Faith Sector Representative	<i>Pending</i>	<i>Pending</i>
17	Family Justice Center Representative	Carol Shipley	Executive Director
18	Healthcare	<i>Pending</i>	<i>Pending</i>
19	Lived Experience: Incarcerated	<i>Pending</i>	<i>Pending</i>
20	Lived Experience: Victims of Crimes	<i>Pending</i>	<i>Pending</i>
21	Modesto Junior College	James Todd	Vice-President
22	Modesto Police	Galen Carroll	Chief
23	Modesto Police	Rick Armendariz	Assistant Chief/Deputy City Manager
24	Probation/Corrections Community Partnership	Mike Hamasaki	Chief Probation Officer
25	Public Defender's Office	Sandip (Sonny) Sandhu	Public Defender
26	Sheriff	Chief Jeff Dirkse	Chief of Police/Patterson
27	Sierra Vista Children and Family Services	Judy Kindle	Executive Director
28	Stanislaus County Office of Education	Tom Changnon	Superintendent
29	Stanislaus County Sheriff / Public Safety Center	Lt. Frank Martinez	Lieutenant
30	Stanislaus State University	<i>Pending</i>	<i>Pending</i>

Updated: Monday, March 30, 2017