

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

DEPT: Chief Executive Office

BOARD AGENDA #: * B-14

AGENDA DATE: September 26, 2017

SUBJECT:

Approval of Amendment #1 to the Agreement with the United Way of Stanislaus County for Focus on Prevention Fiscal Agent and Administrator Services, Within the Existing Budget and Contract Period, Ending June 30, 2018.

BOARD ACTION AS FOLLOWS:

No. 2017-553

On motion of Supervisor Olsen, Seconded by Supervisor Withrow
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

BOARD AGENDA #: *B-14

Urgent Routine

AGENDA DATE: September 26, 2017

CEO

CONCURRENCE: *phc*

4/5 Vote Required: Yes No

SUBJECT:

Approval of Amendment #1 to the Agreement with the United Way of Stanislaus County for Focus on Prevention Fiscal Agent and Administrator Services, Within the Existing Budget and Contract Period, Ending June 30, 2018.

STAFF RECOMMENDATIONS:

1. Authorize an amendment to the agreement with United Way of Stanislaus County for Fiscal Agent and Administrator services, to add in-house communications and media support to the Scope of Work, within the existing contract amount of \$250,000 including facilitation, planning and outcomes development, for the one-year term of the contract, ending on June 30, 2018.
2. Authorize the Chief Executive Officer to sign Amendment #1, and any future amendments for services that do not exceed the County funding contribution determined by the Board of Supervisors.

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.

On May 23, 2017, the Board of Supervisors accepted a full report on Focus on Prevention and approved a long-term sustainability plan. As part of the sustainability plan, the Board allocated \$250,000/year to United Way to act as the fiscal agent for Focus on Prevention, and administrator of services, including facilitation, planning and outcomes development, as well as other costs associated with the work of the Stewardship Council. Although communications service was meant to be included with the use of the term "planning," it is recommended that communications services be specifically identified within the agreement as a service that United Way may choose to perform in-house. Amendment #1 will add the following authorization to the scope of work:

Approval of Amendment #1 to the Agreement with the United Way of Stanislaus County for Focus on Prevention Fiscal Agent and Administrator Services, Within the Existing Budget and Contract Period, Ending June 30, 2018.

providing in-house services directly in support of the Stewardship Council, including but not limited to communications, media support, public relations and advertising to increase community awareness and public access to the Focus on Prevention. Inclusion of communication services as an in-house option in the agreement with United Way will fully capture the services needed to support the work of the Stewardship Council's Focus on Prevention efforts. The Stewardship Council has identified that an on-going communication effort is vital in keeping the public informed about Focus on Prevention.

No additional funds are requested. It is recommended that these services be paid for within the existing contract agreement budget, dedicating up to \$30,000 of the existing \$250,000 allocation for the media services. The United Way may provide these services in-house or may secure a qualified contractor.

The Stewardship Council has previously approved this change, and endorsed this recommendation to the Chief Executive Office and Board of Supervisors at their most recent monthly meeting, on September 14, 2017.

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 Amendment #1 to the agreement with United Way of Stanislaus County adjusts the scope of work, adding media services to the existing contract, with no change to the total contract amount which will not exceed \$255,000. As previously reported to the Board of Supervisors, the cumulative compensation and Stewardship Council support total for this service is \$416,250 through June 2018.

FISCAL IMPACT:

The 2017-2018 Adopted Final Budget for CEO – Focus on Prevention includes the \$1 million annual commitment from the Board of Supervisors, of which support for the Stewardship Council is established in an amount not to exceed \$250,000. The agreement with United Way for Fiscal Agent and Administrator services was approved by the Board of Supervisors on May 23, 2017. Amendment #1 adds media services to the existing agreement with no change in total compensation. As a result, there is no additional impact to the County General Fund as a result of approval of this request.

BOARD OF SUPERVISORS' PRIORITY:

Approval of the recommended actions supports the Board's existing priorities of A Safe Community, A Healthy Community, Effective Partnerships and Efficient Delivery of Public Services by supporting the Stewardship Council which provides direction for the Focus on Prevention Initiative with the over-arching goal to improve the quality of life in our Community.

Approval of Amendment #1 to the Agreement with the United Way of Stanislaus County for Focus on Prevention Fiscal Agent and Administrator Services, Within the Existing Budget and Contract Period, Ending June 30, 2018.

STAFFING IMPACT:

Existing staff in the Chief Executive Office will administer and monitor the agreement with United Way of Stanislaus County.

CONTACT PERSON:

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

ATTACHMENT(S):

A – Amendment #1 Agreement for Independent Contractor Services

Attachment A

Amendment #1 Agreement for Independent Contractor Services

**FIRST AMENDMENT TO
FOCUS ON PREVENTION
FISCAL AGENT AND ADMINISTRATOR SERVICES AGREEMENT**

Reference is made to the Agreement for Independent Contractor Services ("Agreement"), effective July 1, 2017, by and between, the County of Stanislaus ("County") and The United Way of Stanislaus County ("Contractor").

WHEREAS, Section 17 of the Agreement provides for the amendment of the Agreement by mutual written consent of the parties; and

WHEREAS, the County has a need for services beyond those included in the scope of work to take advantage of Contractor's unique knowledge and experience in Stanislaus County; and

WHEREAS, such expansion of the scope of services shall not increase the maximum amount to be paid by the County for services under this Agreement.

NOW THEREFORE, the parties hereby agree to amend the Agreement as follows:

1. Exhibit A, Section B – Scope of Work is amended to add the following:
 - (6). Providing in-house services directly or securing a qualified service provider in support of the Stewardship Council, including but not limited to communications, media support, public relations and advertising to increase community awareness and public access to the Focus on Prevention.
2. Exhibit A, Section C-Compensation and Funding, Paragraph 2 Funding Contribution is amended to read as follows:
 2. During the initial term of this Agreement, the County will furnish the Contractor a contribution to support FP, including contracted services with the CFCW and/or other qualified services providers in the amount of \$220,000, and \$30,000 for Contractor direct services, for a total of \$250,000. County will make an initial contribution of \$30,000, within 30-days after the start of the fiscal year beginning July 2017. Subsequently, the County will make ten (10) monthly payments of \$22,000, to be paid on the first of each month, beginning on August 1, 2017, and with the last payment on May 1, 2018.

Funding contributions by the County will be determined by the Board of Supervisors before the start of subsequent terms.

3. Exhibit A, Section C-Compensation and Funding, Paragraph 3 Financial reporting is amended to read as follows:
 3. The Contractor will provide monthly financial reports detailing all revenues received from the county and outside parties for the FP, along with all actual contract expenditures, any charges for direct in-house services with attached documentation supporting these costs, and any remaining balance of funds. The report shall include


the beginning and ending cash balance of the FP 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.

At the end of each contract term, the Contractor will provide a reconciliation of all actual revenue/funds received and any interest earnings, less all actual payments made for contracted services and in-house direct services.

4. All other terms and conditions of the Agreement shall remain in full force and effect.

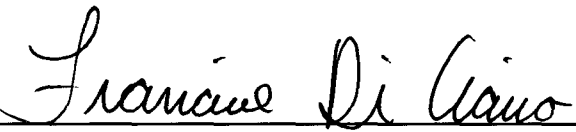
IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this First Amendment on this 26th day of September, 2017.

COUNTY OF STANISLAUS

By: 
Jody L. Hayes
Chief Executive Officer
County of Stanislaus, State of California


"County"

THE UNITED WAY OF STANISLAUS COUNTY


By: 
Francine DiCiano
President/Chief Executive Officer

"Contractor"

ATTEST: Elizabeth King, Clerk of the Board of Supervisors of the County of Stanislaus, State of California

By: 
Elizabeth A. King
Clerk of the Board of Supervisors

APPROVED AS TO FORM:

By: 
Thomas E. Boze, Assistant County Counsel

**AGREEMENT
FOR
PROFESSIONAL SERVICES**

This Agreement for Professional Services is made and entered into by and between the County of Stanislaus ("County") and Kate Trompetter, sole proprietor ("Consultant"), on August 1, 2020 (the "Agreement").

Introduction

WHEREAS, the County, on October 28, 2014, established Focus on Prevention to improve the quality of life in Stanislaus County;

WHEREAS, the County and Focus on Prevention will continue its community transformation process, focusing on the result areas of health, neighborhoods, education, economy, and housing;

WHEREAS, the County requires, Focus on Prevention has a need for, and Contractor is able to support services involving organizational coaching, strategic direction, identifying supporting structures, assessing such structures' role in the County, and meeting facilitation for Focus on Prevention;

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

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 Consultant 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**, ("Services") which is attached hereto and, by this reference, made a part hereof.

1.2 Any interest, including copyright interests, of Consultant or its contractors or subconsultants in studies, reports, memoranda, computational sheets, drawings, plans or any other documents, including electronic data, prepared in connection with the Services, shall be the property of County. To the extent permitted by law, work product produced under this Agreement shall be deemed works for hire and all copyrights in such works shall be the property of the County. In the event that it is ever determined that any works created by Consultant or its subconsultants under this Agreement are not works for hire, Consultant hereby assigns to County all copyrights to such works. With the County's prior written approval, Consultant may retain and use copies of such works for reference and as documentation of experience and capabilities. Should the County desire to reuse the documents specified above and not use the services of the Consultant, then the County agrees to require the new consultant to assume any and all obligations for the reuse of the documents, and the County releases Consultant and its subconsultants from all liability associated with the reuse of such documents.

1.3 Services and work provided by the Consultant under this Agreement will be performed in a timely manner 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 Consultant; provided, however, that such schedule is subject to review by and concurrence of the County.

1.4 The Consultant shall provide services and work under this Agreement consistent with the requirements and standards established by applicable federal, state and County laws, ordinances,

regulations and resolutions. The Consultant represents and warrants that it will perform its work in accordance with generally accepted industry standards and practices for the profession or professions that are used in performance of this Agreement and that are in effect at the time of performance of this Agreement. Except for that representation and any representations made or contained in any proposal submitted by the Consultant and any reports or opinions prepared or issued as part of the work performed by the Consultant under this Agreement, Consultant makes no other warranties, either express or implied, as part of this Agreement.

1.5 If the Consultant deems it appropriate to employ a consultant, expert or investigator in connection with the performance of the services under this Agreement, the Consultant will so advise the County and seek the County's prior approval of such employment. Any consultant, expert or investigator employed by the Consultant will be the agent of the Consultant not the County.

2. Consideration

2.1 The Consultant shall be compensated on either a time and materials basis or a lump sum basis, as provided in Exhibit A attached hereto.

2.2 Except as expressly provided in this Agreement, Consultant 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, including, but not limited to, meals, lodging, transportation, drawings, renderings or mockups. Specifically, Consultant 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 The Consultant shall provide the County with a monthly or a quarterly statement, as services warrant, of fees earned and costs incurred for services provided during the billing period, which the County shall pay in full within 30 days of the date each invoice is approved by the County. The statement will generally describe the services performed, the applicable rate or rates, the basis for the calculation of fees, and a reasonable itemization of costs. All invoices for services provided shall be forwarded in the same manner and to the same person and address that is provided for service of notices herein.

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

3. Term

3.1 The term of this Agreement shall be from the date of this Agreement until completion of the agreed upon services unless sooner terminated as provided below or unless some other method or time of expiration 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 The County may terminate this agreement upon 30 days prior written notice. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Consultant as provided in Paragraph 2 herein, subject to any applicable setoffs.

3.4 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, or (b) sale of Consultant's business.

4. Required Licenses, Certificates and Permits and Compliance with Laws

Any licenses, certificates or permits required by the federal, state, county or municipal governments for Consultant to provide the services and work described in Exhibit A must be procured by Consultant and be valid at the time Consultant enters into this Agreement. Further, during the term of this Agreement, Consultant 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 Consultant at no expense to the County.

Consultant shall comply will all applicable local state and Federal Laws rules and regulations.

5. Office Space, Supplies, Equipment, Etc.

Unless otherwise provided in this Agreement, Consultant shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Consultant to provide the services under this Agreement. The Consultant--not the County--has the sole responsibility for payment of the costs and expenses incurred by Consultant in providing and maintaining such items.

6. Insurance

Coverage Required: Consultant shall obtain, and maintain at all times during the term of this Agreement.

7. Defense and Indemnification

7.1 To the fullest extent permitted by law, Consultant 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 the performance of this Agreement by the Consultant or Consultant's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Notwithstanding the foregoing, Consultant's obligation to indemnify the County and its agents, officers and employees for any judgment, decree or arbitration award shall extend only to the percentage of negligence or responsibility of the Consultant in contributing to such claim, damage, loss and expense.

7.2 Consultant'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 Consultant to procure and maintain a policy of insurance.

7.3 To the fullest extent permitted by law, the County shall indemnify, hold harmless and defend the Consultant and its officers, employees, agents, representatives or subcontractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney's fees, arising out of or resulting from the negligence or wrongful acts of County and its officers or employees.

7.4 Subject to the limitations in 42 United States Code section 9607 (e), and unless otherwise provided in a Scope of Services approved by the parties:

- (a) Consultant shall not be responsible for liability caused by the presence or release of

hazardous substances or contaminants at the site, unless the release results from the negligence of Consultant or its subcontractors;

(b) No provision of this Agreement shall be interpreted to permit or obligate Consultant to assume the status of "generator," "owner," "operator," "arranger," or "transporter" under state or federal law; and

(c) At no time, shall title to hazardous substances, solid wastes, petroleum contaminated soils or other regulated substances pass to Consultant.

8. Status of Consultant

8.1 All acts of Consultant and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Consultant relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Consultant, 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, Consultant 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 Consultant. It is understood by both Consultant 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 Consultant 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 Consultant shall determine the method, details and means of performing the work and services to be provided by Consultant under this Agreement. Consultant 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 Consultant in fulfillment of this Agreement. Consultant has control over the manner and means of performing the services under this Agreement. If necessary, Consultant has the responsibility for employing other persons or firms to assist Consultant in fulfilling the terms and obligations under this Agreement.

8.4 Consultant is permitted to provide services to others during the same period service is provided to County under this Agreement; provided, however, such services do not conflict directly or indirectly with the performance of the Consultant's obligations under this Agreement.

8.5 If in the performance of this Agreement any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision and control of Consultant. 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 Consultant.

8.6 It is understood and agreed that as an independent contractor and not an employee of County, the Consultant and the Consultant's officers, employees, agents, representatives or subcontractors do not have any entitlement as a County employee, and, except as expressly provided for in any Scope of Services made a part hereof, 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.

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

8.8 As an independent contractor, Consultant 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 Consultant shall prepare and maintain all 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. This includes any handwriting, typewriting, printing, photostatic, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

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 Consultant. 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 Consultant shall 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.

11. Nondiscrimination

11.1 During the performance of this Agreement, Consultant 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, religious creed, color, national origin, ancestry, physical or mental disability including perception of disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status. Consultant 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 non-discrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101 and 1102; 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.

11.2 Consultant shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

11.3 Consultant shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding Consultant's delivery of services.

12. Assignment

This is an agreement for the services of Consultant. County has relied upon the skills, knowledge, experience and training of Consultant and the Consultant's firm, associates and employees as an inducement to enter into this Agreement. Consultant shall not assign or subcontract this Agreement without the express written consent of County. Further, Consultant 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 Consultant or County shall be required or may desire to make shall be in writing and shall be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County:	To Consultant:
Chief Executive Office Attn: Focus on Prevention 1010 10 th Street, Suite 6800 Modesto, CA 95354	Kate Trompetter 2500 Edgebrook Drive Modesto, CA 95354

15. Conflicts

Consultant 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 only 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.

COUNTY OF STANISLAUS

KATE TROMPETTER

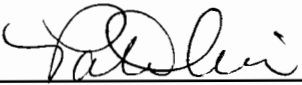
By: 
Raul Mendez
Assistant Executive Officer
GSA Director/Purchasing Agent

By: 
Kate Trompetter
Owner

"County"

"Consultant"

APPROVED AS TO CONTENT:

By: 
Patrice Dietrich
Assistant Executive Officer

APPROVED AS TO FORM:

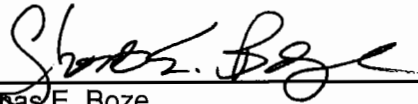
By: 
Thomas E. Boze
County Counsel

EXHIBIT A

A. SCOPE OF WORK

1. Design, Set up and Facilitation
 - (a) Design, set up, and facilitation of identified meetings, including, but not limited to:
 - i. Steering Committee
 - ii. Stewardship Council
 - iii. Work and Ad Hoc groups
2. Coaching
 - (a) On-call support for the leadership group and individuals as questions or support needs arise throughout the course of the contract.
3. Other
 - (a) Inclusive of other work as it arises in support of Focus on Prevention (i.e., document preparation and other meeting support)
4. Schedule and Budget

Consultant fee schedule will be approved by the Focus on Prevention Steering Committee and will be invoiced as such: Consultant shall invoice the County by the 1st, but no later than the 5th, of each month for the previous month's services. Consultant shall only bill for work completed and not in work in progress. The budget for Contractor's services shall not exceed 95 hours at a rate of \$150 per hour, totaling \$14,250.

B. COMPENSATION

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

1. Consultant will be compensated on a time and materials basis, not to exceed the limit of in Paragraph 2 below, based on the hours worked by the Consultant's employees or subcontractors at the hourly rates specified in the consultant's Proposal. The specified hourly rates shall include direct salary costs, employee benefits, and overhead. These rates are not adjustable for the performance period set forth in this Agreement. In addition to the aforementioned fees, Consultant will be reimbursed for the following items, plus any expenses agreed by the parties as set forth in the Consultant's Proposal attached hereto, that are reasonable, necessary and actually incurred by the Consultant in connection with the services. Travel expenses shall be in accordance with the County's Travel policy, herein incorporated by reference. No markup shall be paid on reimbursed items.

- (a) Any filing fees, permit fees, or other fees paid or advanced by the Consultant.
- (b) Expenses, fees or charges for printing, reproduction or binding of documents at actual costs.

2. The parties hereto acknowledge the maximum amount to be paid by the County for services provided shall not exceed 95 hours at a rate of \$150 per hour, totaling \$14,250, including,

without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Consultant to perform or to assist in the performance of its work under this Agreement.

C. TERM

Paragraph 3.1 of the body of this Agreement is amended to read as follows:

3.1 The term of this Agreement shall be from August 1, 2020 through December 31, 2020 unless otherwise terminated.

D. INVOICE TO:

Invoices shall be submitted via email to:

Chief Executive Office
c/o Focus on Prevention
Stanislaus County
1010 10th Street, Suite 6800
Modesto, CA 95354
Email: focus@stancounty.com