

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

DEPT: Chief Executive Office

BOARD AGENDA # B-20

Urgent

Routine

AGENDA DATE March 31, 2015

CEO Concurs with Recommendation YES  NO   
(Information Attached)

4/5 Vote Required YES  NO

SUBJECT:

Approval to Accept an Update on the Stanislaus County Prevention Initiative, Focus on Prevention, and Approval of Agreement with the Center for Collective Wisdom for Facilitation Services to Support the County-wide Transformation Process

STAFF RECOMMENDATIONS:

1. Accept the update on Stanislaus County Focus on Prevention, a county-wide transformation process, to improve the quality of life for residents and families across the County.
2. Approve the agreement for independent contractor services with the Center for Collective Wisdom, for Facilitation Services for Phase I of the Focus on Prevention to provide support for the Stewardship Council, Action Councils and County backbone support, provide training and implement Initiative-wide learning and assessment.

(Continued on Page 2)

FISCAL IMPACT:

On September 16, 2014, the Board of Supervisors approved the 2014-2015 Adopted Final Budget, which included \$1 million in Appropriations for Contingencies, to support a Prevention initiative. On October 28, 2014 the Board of Supervisors approved the Focus on Prevention and authorized a transfer of \$110,000 from Appropriations for Contingencies to the Chief Executive Office Operations and Services budget. Approximately \$60,000 was to be dedicated to personal service contract support and \$50,000 was established to support Convening expenses. To date, these funds have not been used as many partners have come to the table and helped to defray costs.

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BOARD ACTION AS FOLLOWS:

No. 2015-146

On motion of Supervisor De Martini, Seconded by Supervisor Monteith  
and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Monteith, De Martini, and Chairman Withrow

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

- 1)  Approved as recommended
- 2)  Denied
- 3)  Approved as amended
- 4)  Other:

MOTION:

ATTEST:   
CHRISTINE FERRARO TALLMAN, Clerk

File No.

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**STAFF RECOMMENDATIONS: (Continued)**

3. Authorize the Chair of the Board of Supervisors to sign the agreement with the Center for Collective Wisdom, not to exceed \$148,000 for Phase I of the Focus on Prevention, effective through December 2015.

**FISCAL IMPACT: (Continued)**

The City of Modesto has provided funding support for the venue and luncheon for the first Convening on Homelessness on October 1, 2015; the Center for Collective Wisdom has provided guidance and support since October 2014 at no cost to the County; the Chief Executive Office has dedicated net county cost savings to support the existing Homeless Prevention Liaison, a personal services contract position; and many County departments have dedicated staff time to plan the first Convening, gather data and analyze homeless demographics in our Community and have further committed funds to support both the Homeless Convening, and preparation for the Strengthening Families Convening. This concept of leveraging support outside the County General Fund will continue throughout the Focus on Prevention Initiative. The goal is to keep administrative costs associated with the Initiative at or under, 10% of the total funding provided for Focus on Prevention. Prevention funding is included in the County Long Range Model and will be evaluated and brought before the Board of Supervisors in future County budgets.

The total cost for Facilitation Services with the Center for Collective Wisdom for Phase I of the Focus on Prevention is \$148,000, for the period of April through December of 2015; a maximum of \$60,000, will be expended within Fiscal Year 2014-2015. Existing appropriations to support this contract are available within the Chief Executive Office (CEO) Operations and Services budget from the previously appropriated funds. The remainder of the contract service costs, approximately \$88,000 will be included within the Proposed Budget request for Fiscal Year 2015-2016. The Facilitation Services contract will be leveraged across multiple entities; in Phase I, County departments and other partners will provide approximately \$61,000, with the County General Fund share at 59% or \$87,000.

**DISCUSSION:**

Background

The Board of Supervisors and Chief Executive Office are committed to improving the quality of life for the residents and families across the county through a Focus on Prevention that seeks to address root causes of the quality of life issues affecting our Community. \$1 million in funding was specifically recommended and approved in the Adopted Final Budget for Fiscal Year 2014-2015 for Prevention activities. On September 30, 2014, Supervisor Withrow requested staff provide an update to the Board of Supervisors on the plan for Prevention to begin in the current fiscal year. On October 28,

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2014, the plan for Focus on Prevention and preliminary budget support were approved presenting a significant opportunity for partnership across all sectors of our community for the benefit of all County residents.

Many County departments have operated prevention programs going back decades, but there is more work that needs to be done. In spite of the fact that the County and local service agencies offer hundreds of high quality programs, we are not seeing the outcomes and overall impact that we desire. The Focus on Prevention will begin a ten year or longer county-wide transformation process beginning in four areas critical to the quality of life in Stanislaus County:

- Homelessness;
- Strengthening Families;
- Investing in and Supporting Young Children; and
- Reducing Recidivism.

Focus on Prevention is a multi-sector process because no one sector alone can resolve the fundamental challenges confronting families and communities in our County. The nine sectors identified for participation include: government, business, non-profit, philanthropy, education, faith, neighborhoods, media and arts, sports and entertainment. By breaking down silos, and working together we can save resources, work smarter and hold ourselves mutually accountable to improve the quality of life among all Stanislaus County's residents and families. The focus is prevention, requiring that the community as a whole address root causes and not just treat symptoms.

### Recent Activities

Since the Board's approval of the Focus on Prevention Initiative in October 2014, the following activities have taken place:

- Community Outreach – The Board of Supervisors and the Chief Executive Officer have engaged in a significant amount of community outreach, providing information about the Focus on Prevention to individuals and groups throughout the County. Over 60 meetings and forums have occurred to get the word out. All sessions have generated positive interest and responsiveness to work together through Focus on Prevention as a community-wide Initiative and culture change process.
- Advisory Group – Community Outreach for Focus on Prevention provided an opportunity to form connections with individuals/organizations that are expert in cross-sector collaboration. Dedicated professionals have been meeting with Supervisor Withrow, the Chief Executive Officer and CEO staff to provide support to the process and provide input for development of sector champions to align Focus on Prevention with other prevention-based initiatives. Alignment with existing cross-sector initiatives establishes a common goal to address root causes and leverage

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our collective intentions for improved quality of life with beginning dialogs on shared goals/outcomes.

- Homeless Convening Work Group – The Chief Executive Office began a work group in early October of 2014 to begin laying the groundwork for the first Convening on Homelessness. This Convening was originally targeted for Spring of 2015, however, with just a couple of months of effort into planning, it became clear that to really be prepared and make the most of this one day focus on homelessness in our community, additional time was required. The Homeless Convening is scheduled for October 1, 2015 at the Modesto Centre Plaza. The agenda for the day will be informed by the work of the Homeless Convening Work Group who has already accomplished the following: gathered definitions of homelessness from all groups serving this population and drafted a general broad definition of homelessness for Convening analysis; assisted in data-gathering on homeless counts and demographics through participation in the annual Point in Time count which was completed on January 29, 2015; developed a survey to be issued to service providers in our community early April to compile an asset map of services, funds, best practices, and factors for root cause consideration. The Homeless Convening Work Group will compile and analyze the results of the asset map survey and wrap up their work in May 2015.
- Preventionfocus.net – A website for Focus on Prevention has been developed for go live by the end of April 2015. The website will provide updates of Focus on Prevention progress, links to cross-sector collaborations, feature information on the work of the Stewardship and Action Councils, include details of planned Convenings, and provide opportunities for individuals to get involved in the work of the Prevention Initiative. At this time, Preventionfocus.net will be supported by the County's Strategic Business Technology (SBT) department until such time as the Focus on Prevention transitions to a broader community platform.

### Collaborative Structures

Going forward, Prevention efforts will be sustained through design and implementation of new collaborative structures: the Stewardship Council and four Action Councils specific to each quality of life issue identified for Focus on Prevention. To support community-wide engagement, participation and commitment to transformative change, an agreement with the Center for Collective Wisdom is recommended effective April 1, 2015 through December 31, 2015. Facilitation services provided through the Center for Collective Wisdom will support the Councils, including meeting design, coaching, presentations, development of indicators and training to include community stakeholders and partner organizations. The president of the Center for Collective Wisdom, John Ott, has extensive experience working in Stanislaus County through the Behavioral Health & Recovery Services Mental Health Stakeholders process and community non-profit agencies. John is a respected facilitator and he brings extensive experience in managing multi-sector

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collaborations and community transformation processes along with his knowledge of our County to benefit our Focus on Prevention Initiative.

The Stewardship Council will be formed by May of 2015 and will consist of two leaders from each of the nine sectors. The role of the Stewardship Council is to provide oversight of the Focus on Prevention to include approving countywide indicators to document meaningful progress and change for the overall initiative. Essentially, the Stewardship Council will establish the measurements by which one can determine success in improving quality of life in our community. This group will also cultivate commitment from leadership institutions across the nine sectors and will identify and help secure funding from private, philanthropic and other non-government sectors. Initially convened by the County, over time, this group will transition to be self-directed. The following individuals have agreed to participate on the Stewardship Council representing the various sectors of the community:

- Arts, Entertainment & Sports: Lynn Dickerson, Gallo Center for the Arts  
Mike Gorrasi, Modesto Nuts
- Business: David White, Alliance  
Doug Johnson, Stanislaus Surgical Hospital
- Education: Tom Changnon, Stanislaus County Office of Education  
Pam Able, Modesto City Schools
- Faith: Jeff Pishney, Love our Cities  
Cle Moore-Bell, Christ Unity Baptist Church
- Government: Jim Holgersson, City of Modesto  
Chief Robert Jackson, City of Turlock
- Media: Ken Riddick, Modesto Bee  
Mark Vasche, Pinnacle Forum
- Neighborhoods: Marvin Jacobo, City Ministry Network  
Brad Hawn, CHG Structural, Inc.
- Non-Profits: Cindy Duenas, Center for Human Services  
Yamilet Valladolid, El Concilio
- Philanthropy: Marian Kaanon, Stanislaus Community Foundation  
Francine DiCiano, United Way

We are grateful for the commitment from these community leaders and look forward to the input and direction of the Stewardship Council in voicing the community's goals and desired actions for improved quality of life.

The second new collaborative structure is Action Councils; a total of four Action Councils are planned, with each Council to be established approximately six months prior to each Convening. Action Councils will plan and help facilitate community dialogs inspiring commitment and coordinating action specific to preventing homelessness, strengthening

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families, investing in and supporting young children and reducing recidivism. The Homeless Action Council is targeted to begin in April of 2015 in preparation for the October Convening. Membership in this group is open and evolving.

The work of the Action Council will include recommendation on countywide indicators specific to each focus area, development and oversight of action plans including no-cost and low-cost options for immediate deployment, facilitation of community dialogs inspiring commitment and coordinating action, and recommendations for decision-making bodies about policy or other changes that would accelerate progress of the Initiative. Following each Convening, the Action Council will also solicit and recommend mini-grant proposals to the Chief Executive Office for inclusion in budget reports to the Board of Supervisors.

### Phase I

Phase I of the Focus on Prevention includes all the groundwork to date, establishment of the plan for Facilitation Services, go live of the website, formation of the Stewardship Council and Homeless Action Council, along with support to the community in follow up to the Homeless Convening through December 2015. Internal to the County organization, a small group of Department Heads will be gathered to form a County Prevention Council to work across priority areas and department silos on specific programs/services to improve operational effectiveness and outcomes on indicators of quality of life measures. This County Prevention Council may provide additional logistical support to the Initiative and Convenings while ensuring alignment of County Department strategic plan goals with the prevention focus.

### Future Phases

Phase II of the Focus on Prevention will occur in calendar year 2016 with a primary focus on Strengthening Families while continuing support for the learning lessons and action plans for Homelessness Prevention activities and mini-grants.

Phase III of the Focus on Prevention is planned for calendar year 2017 in which the remaining two convenings, Investing in and Supporting Young Children and Reducing Recidivism will be held, while sustaining learning reviews, outcomes analysis and mini-grant support for prevention activities on homelessness and strengthening families.

The Focus on Prevention framework will be implemented over three years with continuous evaluation of the efforts to improve the quality of life in our Community. Local government will serve this community transformation process in the role of convener/facilitator as described throughout the three phases of implementation. With ongoing reporting of outcomes, prevention strategies can be evaluated for performance with the potential for future budget cycles and funding of related County services to channel program dollars with assured return on investment. More importantly, improved service program performance will build an improved quality of life in our community. Investing in preventive

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programs and activities may not yield immediate results but will result in better long term outcomes.

While a global plan for phased implementation has been developed, the process will remain fluid through each phase to allow for community input shaping the transformation process to meet our community needs. The Focus on Prevention, like the County vision, is a commitment to the journey towards excellence. It is our ultimate goal that this Focus on Prevention becomes the “new normal” in which funding for programs and services with a prevention focus is integral to the service models of County programs, and performance measures are available to guide resource decisions.

**POLICY ISSUES:**

The Board of Supervisors is asked to accept the update to the Focus on Prevention and to approve the agreement for Facilitation Services to support the county-wide transformation process that will involve all sectors of the community coming together with the goal of improving the quality of life in Stanislaus County. The Board is further asked to consider that this support for Focus on Prevention is consistent with the Board’s priorities of A Healthy Community, the Efficient Delivery of Public Services and Effective Partnerships.

**STAFFING IMPACTS:**

Coordination of the Focus on Prevention will continue to be provided through the Chief Executive Office with support to the process provided by Departments and community representatives who will assist with planning each Convening. There are no other staffing impacts associated with this item.

**CONTACT PERSON:**

Patrice Dietrich, Deputy Executive Officer. Telephone: (209) 652-1680

**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 Center for Collective Wisdom, a California Nonprofit Corporation ("Contractor"). This agreement shall be effective as of April 1, 2015.

**Recitals**

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

WHEREAS, the County and the SCPI will begin 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, Government, Non-profits, Business, Arts, Entertainment & Sports, Philanthropy and Neighborhoods; and

WHEREAS, the County has begun a phased approach that will establish a Stewardship Council to establish community outcomes/indicators of success, support self-directed 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 provide services that will support the SCPI by design and facilitation of meetings of the Stewardship and Action Councils, assistance to design and facilitate countywide convenings, provide training and one-on-one coaching as appropriate, support development of countywide indicators of progress, design and facilitate learning dialogues among community stakeholders, assist with development of a timeline and work plan for future focus areas and assess progress and evolve 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 data, documents, drawings and written work produced by the County for the Focus on Prevention Initiative are the property of the County, including without limitation electronic data files. All other 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 The County may terminate this agreement upon 30 days prior written notice to the Contractor. 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 the Contractor; (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 the performance of this Agreement by the Contractor or Contractor'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; 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.

## 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 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 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

Unless otherwise authorized by the County Chief Executive Officer, 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.

## 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 handicap, medical condition (including genetic characteristics), marital status, age, political affiliation or sex. 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  
Chief Executive Office  
Attention: Stan Risen, Chief Executive Officer  
1010 10<sup>th</sup> Street, Suite 6800  
Modesto, CA 95354

To Contractor: Center for Collective Wisdom  
Attention: John Ott, President  
425 15<sup>th</sup> Street, Suite 3716  
Manhattan Beach, CA 90266

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.

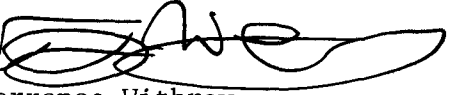



20. Construction

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.

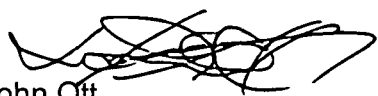
IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first hereinabove written.

<p><b>COUNTY OF STANISLAUS</b></p> <p>By:   Terrance Withrow  Chair of the Board of Supervisors</p> <p>"County"</p>	<p><b>CENTER FOR COLLECTIVE WISDOM</b></p> <p>By: John Ott  President</p> <p>"Contractor"</p>
<p>ATTEST: Christine Ferraro Tallman  Clerk of the Board of Supervisors of the  County of Stanislaus, State of California</p> <p>By:   Deputy Clerk</p>	<p>Taxpayer Identification No.</p>
<p>APPROVED AS TO CONTENT:  Department of Chief Executive Office</p> <p>By:   Name: <i>STAN RISEN</i>  Title: <i>CEO</i></p>	
<p>APPROVED AS TO FORM:  John P. Doering  County Counsel</p> <p>By:   Name: <i>John P. Doering</i>  Title:</p>	

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 have executed this Agreement on the day and year first hereinabove written.

<p><b>COUNTY OF STANISLAUS</b></p> <p>By:</p> <p>Chair of the Board of Supervisors</p> <p>"County"</p>	<p><b>CENTER FOR COLLECTIVE WISDOM</b></p> <p>By: </p> <p>John Ott President</p> <p>"Contractor"</p>
<p>ATTEST: Christine Ferraro Tallman Clerk of the Board of Supervisors of the County of Stanislaus, State of California</p> <p>By: Deputy Clerk</p>	<p>Taxpayer Identification No.</p>
<p>APPROVED AS TO CONTENT: Department of Chief Executive Office</p> <p>By: Name Title</p>	
<p>APPROVED AS TO FORM: John P. Doering County Counsel</p> <p>By: Name Title</p>	

## EXHIBIT A

### A. SCOPE OF WORK

The Contractor shall provide services under this Agreement for the contract term of April 1, 2015 through December 31, 2015, as follows:

1. Stewardship Council
  - a. Design and help facilitate first meetings; help design and provide support in subsequent meetings
  - b. Provide training in Leadership for Collective Wisdom framework (could be combined with other groups)
  - c. Provide 1:1 coaching and other support for Council leaders
  - d. Provide support around choice and presentations of overarching indicators
  - e. Design and facilitate beginning learning dialogues focused on the indicators
2. Homelessness
  - a. Design and help facilitate first meetings, help design and provide support in subsequent meetings
  - b. Provide training in Leadership for Collective Wisdom framework (could be combined with other groups)
  - c. Provide 1:1 coaching and other support for Council leaders
  - d. Design and facilitate countywide convening
  - e. Design and facilitate beginning learning dialogues focused on the indicators and/or priority actions
  - f. Provide support around choice and presentation of indicators to be recommended to the Stewardship Council
  - g. Help design and facilitate dialogues with community stakeholders or other partner organizations, if needed
3. Strengthening Families
  - a. Design and help facilitate first meetings, help design and provide support in subsequent meetings
  - b. Provide training in Leadership for Collective Wisdom framework (could be combined with other groups)
  - c. Provide 1:1 coaching and other support for Council leaders
4. Overall Initiative Support
  - a. Design and implement Initiative-wide Learning and Assessment process, including anonymous surveys, key informant interviews and/or focus groups, and other processes as appropriate for the first year of the initiative
  - b. Write interim first-year Lessons Learned document
  - c. Provide ongoing support to CEO staff, the Advisory Group and the ad hoc workgroups
5. Timeline for prevention initiative is contained in Exhibit B.

## **B. COMPENSATION**

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

1. Contractor will be compensated on a lump sum basis for each task as set forth in the scope of work, specific to services provided during calendar year 2015, in accordance with Exhibit B - Timeline attached hereto and, by this reference, made a part hereof. Monthly billings demonstrating hours performed in completion of tasks will be submitted, not to exceed \$20,000 per cumulative month
2. The County shall retain \$10,000 pending receipt of the Interim Lessons Learned document, and until completion and acceptance of all work tasks detailed in Exhibit B for 2015.
3. The parties hereto acknowledge the maximum amount to be paid by the County for services provided shall not exceed \$148,000, 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.

# Stanislaus County Prevention Initiative

## The emerging design: 2015

	Jan-Mar 2015	Apr-Jun 2015	Jul-Sep 2015	Oct-Dec 2015
Stewardship Council	Search and selection begins	1st mtg. Focus: Shared mission • Capacity Building • Overall Initiative	Mtgs every other month ▶ Learning dialogues on emerging data ▶ Communication strategies for different sectors developed	
Homelessness Action Council	Search and selection begins	1st mtgs. Focus: Shared mission • Capacity Building • Convening design	▶ Mtgs (≥ monthly) ▶ 1st dialogues on high leverage action ▶ Complete convening and next steps	▶ October convening ▶ Learning dialogues re high leverage actions continue post convening
Homelessness Workgroups	<ul style="list-style-type: none"> <li>▶ Survey conducted • Results shared</li> <li>▶ Complete first research tasks</li> <li>▶ Website goes live</li> <li>▶ Keynote speaker research continues</li> </ul>	<ul style="list-style-type: none"> <li>▶ Convening keynote confirmed</li> <li>▶ Engagement workgroup works in concert with AC</li> <li>▶ Add'l research: Integrating county-wide wellbeing documents</li> </ul>	<ul style="list-style-type: none"> <li>▶ Homelessness engagement strategies developed • Begun</li> <li>▶ Convening workgroup works w/ AC</li> <li>▶ Analysis begins of local gov't policy changes to accelerate progress</li> </ul>	<ul style="list-style-type: none"> <li>▶ Local gov't policy changes analysis continues</li> <li>▶ Analysis begins of local gov't policy changes to accelerate progress</li> </ul>
Strengthening Families Workgroups			<ul style="list-style-type: none"> <li>▶ Workgroups formed</li> <li>▶ Research tasks articulated and begun</li> </ul>	
Strengthening Families Action Council			Search and selection begins	
SCPI Advisory Group	Periodic meetings	Periodic meetings	Periodic meetings	Periodic meetings



# Stanislaus County Focus on Prevention 2015







# Stewardship Council

- ▶ Develop countywide indicators to document meaningful progress and change for the overall community,
- ▶ Provide ownership and direction to the overall effort,
- ▶ Cultivate commitment from leadership institutions across the nine sectors,
- ▶ Identify and help secure funding from private, philanthropic, and other non-government sectors.

# Stewardship Council

## Arts, Entertainment, Sports

Lynn Dickerson – Gallo Center for the Arts

Mike Gorrasi – Modesto Nuts

## Business

David White – Alliance

Doug Johnson – Stanislaus Surgical Hospital

# Stewardship Council

## Education

Tom Changnon–Stanislaus County Office of Education

Pam Able – Modesto City Schools

## Faith–Based

Jeff Pishney – Love Our Cities

Cle Moore–Bell – Christ Unity Baptist Church

# Stewardship Council

## Government

Chief Robert Jackson – City of Turlock

Jim Holgersson – City of Modesto

## Media

Ken Riddick – Modesto Bee

Mark Vasche – Pinnacle Forum

# Stewardship Council

## Neighborhoods

Marvin Jacobo – City Ministry Network

Brad Hawn – CHG Structural, Inc.

## Non-Profit

Cindy Duenas – Center for Human Services

Yamilet Valladolid – El Concilio

# Stewardship Council

## Philanthropy

Marian Kannon – Stanislaus Community Foundation

Francine DiCiano – United Way of Stanislaus

# Action Councils

Homelessness

Strengthening  
Families

Supporting  
Young Children

Reducing  
Recidivism

- ▶ Recommend additional county-wide indicators for each focus area;
- ▶ Plan and help facilitate community dialogues inspiring commitment and action;
- ▶ Develop and oversee action plans;

# Action Councils

Homelessness

Strengthening  
Families

Supporting  
Young Children

Reducing  
Recidivism

- ▶ Make recommendations to decision making bodies about policy or other needed changes to accelerate progress;
- ▶ Solicit, review, and recommend mini-grant proposals.



# Next Steps

- ▶ Stewardship Council and Homeless Action Council begin meeting;
- ▶ PreventionFocus.net;
- ▶ Ongoing Community Engagement;
- ▶ Quality of Life Convening – Preventing Homelessness October 1, 2015, Modesto Centre Plaza

# Collaborative Structures & Support

- ▶ Recommend facilitation services for Focus on Prevention provided by John Ott, with the Center for Collective Wisdom;
- ▶ Mr. Ott has considerable experience working in Stanislaus County, providing services to Behavioral Health & Recovery Services and the Center for Human Services;
- ▶ Existing appropriations to support this contract are available from previously appropriated funds.

# Staff Recommendations

1. Accept the update on Stanislaus County Focus on Prevention, a county-wide transformation process, to improve the quality of life for residents and families across the County.
2. Approve the agreement for Independent contractor services with the Center for Collective Wisdom, for Facilitation Services for Phase I of the Focus on Prevention to provide support for the Stewardship Council, Action Councils and County backbone support, provide training and implement Initiative-wide learning and assessment.

# Staff Recommendations

3. Authorize the Chair of the Board of Supervisors to sign the agreement with the Center for Collective Wisdom, not to exceed \$148,000 for Phase I of the Focus on Prevention, effective through December 2015.

