



**County of Solano
Standard Contract**

For County Use Only
CONTRACT NUMBER:
(Dept., Division, FY, #)

BUDGET ACCOUNT:

SUBJECT ACCOUNT:

1. This Contract is entered into between the County of Solano and the Contractor named below:

Center for Volunteer & Nonprofit Leadership, a California Corporation

CONTRACTOR'S NAME

2. The Term of this Contract is: November 1, 2016 – December 31, 2017 The term may be extended by written amendment for two subsequent 1-year periods based on the same or similar terms.

3. The maximum amount of this Contract is: \$130,000 plus approved reimbursable expenses estimated at \$4,750

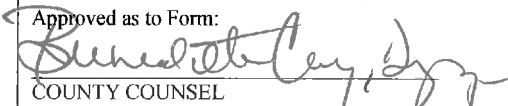
4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Contract:

Exhibit A – Scope of Work

Exhibit B – Budget Detail and Payment Provision

Exhibit C – General Terms and Conditions

This Contract is made on November 1, 2016

<u>CONTRACTOR</u>	<u>COUNTY OF SOLANO</u>
Center for Volunteer & Nonprofit Leadership	
CONTRACTOR'S NAME	AUTHORIZED SIGNATURE
	Birgitta E. Corsello, County Administrator
SIGNATURE	TITLE
Linda Davis, Chief Executive Officer	675 Texas St., Ste. 6500
PRINTED NAME AND TITLE	ADDRESS
65 Mitchell Blvd., Ste. 101	Fairfield, CA 94533
ADDRESS	CITY STATE ZIP CODE
San Rafael, CA 94903	Approved as to Content:
CITY STATE ZIP CODE	DEPARTMENT HEAD OR DESIGNEE
	Approved as to Form:
	
	COUNTY COUNSEL

Rev. 1/09/08

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

EXHIBIT A
SCOPE OF WORK

1. Contractor shall perform those services specified here. Contractor's services are described in various attachments and exhibits, each of which is incorporated into this Contract by this reference which define and describe the services to be performed by Contractor. County has materially relied upon the representations of Contractor as may have been made in County's selection of Contractor for this Contract. Contractor agrees to perform or secure the performance of all specified services in their entirety within the maximum payment specified. The Scope of Services comprises, and includes, the following documents:
 - a. Contractor's written proposal dated June 8, 2016 and revised October 17, 2016, attached here as Exhibit A-1;
 - b. Project deliverables and timeline, attached here as Exhibit A-2.
2. Contractor agrees to seek a Project Manager with local experience/expertise related to volunteerism and Solano County nonprofits to serve as the County's primary point of contact for all services under this Contract. Contractor will include a County representative in the hiring process and consider his/her viewpoints in a final hiring decision.
3. Contractor shall begin services during the period of November 1, 2016 to December 31, 2016 with the goal of being operational by January 1, 2017.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. **Compensation.** This is a “not to exceed” contract. Contractor shall be paid, as full compensation for the satisfactory completion of the work, in amount not to exceed \$130,000 plus reimbursable expenses as set forth on Contractor’s Budget, attached as Exhibit B-1, which includes all applicable surcharges such as taxes, insurance, and fringe benefits, and allowable indirect costs, overhead and profit allowance, subcontractor’s costs, travel, materials and supplies.
2. **Progress Payments.** Payment for Contractor’s services shall be due under the approved payment schedule upon acceptance by Project Manager of those deliverables marking completion of a portion of the Project and as invoiced under Contractor’s proposal.
3. **Method of Payment.** Upon submission of an invoice by Contractor, and upon approval of County's representative, County shall, within thirty days of receipt, pay Contractor in arrears for fees and expenses incurred the prior month, up to the maximum amount provided in Section 1 above.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. CLOSING OUT

County will pay Contractor's final request for payment providing Contractor has paid all financial obligations undertaken pursuant to this Contract. If Contractor has failed to pay all obligations outstanding, County will withhold from Contractor's final request for payment the amount of such outstanding financial obligations owed by Contractor. Contractor is responsible for County's receipt of a final request for payment 30 days after termination of this Contract.

2. TIME

Time is of the essence in all terms and conditions of this Contract.

3. TIME OF PERFORMANCE

Work will not begin, nor claims paid for services under this Contract until all Certificates of Insurance, business and professional licenses/certificates, IRS ID number, signed W-9 form, or other applicable licenses or certificates are on file with the County's Contract Manager.

4. TERMINATION

A. This Contract may be terminated by County or Contractor, at any time, with or without cause, upon 30 days written notice from one to the other.

B. County may terminate this Contract immediately upon notice of Contractor's malfeasance.

C. Following termination, County will reimburse Contractor for all expenditures made in good faith that are unpaid at the time of termination not to exceed the maximum amount payable under this Contract unless Contractor is in default of this Contract.

5. SIGNATURE AUTHORITY

The parties executing this Contract certify that they have the proper authority to bind their respective entities to all terms and conditions set forth in this Contract.

6. REPRESENTATIONS

A. County relies upon Contractor's professional ability and training as a material inducement to enter into this Contract. Contractor represents that Contractor will perform the work according to generally accepted professional practices and standards and the requirements of applicable federal, state and local laws. County's acceptance of Contractor's work shall not constitute a waiver or release of Contractor from professional responsibility.

B. Contractor further represents that Contractor possesses current valid appropriate licensure, including, but not limited to, driver's license, professional license, certificate of tax-exempt status, or permits, required to perform the work under this Contract.

7. INSURANCE

A. Without limiting Contractor's obligation to indemnify County, Contractor must procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under this Contract and the results of that work by Contractor, Contractor's agents, representatives, employees or subcontractors.

B. Minimum Scope of Insurance

Coverage must be at least as broad as:

- (1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
- (2) Insurance Services Office Form Number CA 00 01 covering Automobile Liability, code1 (any auto).
- (3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

C. Minimum Limits of Insurance

Contractor must maintain limits no less than:

- | | | |
|----------------------------|--------------------|---|
| (1) General Liability: | \$1,000,000 | per occurrence for bodily injury, personal injury and property damage, or the full per occurrence limits of the policy, whichever is greater. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| (2) Automobile Liability: | \$1,000,000 | per accident for bodily injury and property damage. |
| (3) Workers' Compensation: | As required by the | State of California. |
| (4) Employer's Liability: | \$1,000,000 | per accident for bodily injury or disease. |

D. Additional Insurance Coverage

To the extent coverage is applicable to Contractor's services under this Contract, Contractor must maintain the following insurance coverage:

- | | | |
|-----------------------------|--------------------|--|
| (1) Cyber Liability: | \$1,000,000 | per incident with the aggregate limit twice the occurrence required limit. |
| (2) Professional Liability: | \$1,000,000 | Per occurrence with the aggregate limit twice the required occurrence limit. The policy shall remain in full force and effect for no less than 3 years following the completion of work under this Contract. |

E. If Contractor maintains higher limits than the minimums shown above, County is entitled to coverage for the higher limits maintained by Contractor.

F. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either:

- (1) The insurer will reduce or eliminate such deductibles or self-insured retentions with respect to County, its officers, officials, agents, employees and volunteers; or
- (2) Contractor must provide a financial guarantee satisfactory to County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

G. Other Insurance Provisions

The general liability and automobile liability policies must contain, or be endorsed to contain, the following provisions:

(1) The County of Solano, its officers, officials, agents, employees, and volunteers must be included as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor; and with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or both CG 20 10 and CG 20 37 if later ISO revisions are used or the equivalent) to Contractor's insurance policy, or as a separate owner's policy. The insurance afforded to the additional insureds shall be at least as broad as that afforded to the first named insured.

(2) For any claims related to work performed under this Contract, Contractor's insurance coverage must be primary insurance with respect to the County of Solano, its officers, officials, agents, employees, and volunteers. Any insurance maintained by County, its officers, officials, agents, employees, or volunteers is excess of Contractor's insurance and shall not contribute to it.

(3) Should any of the above described policies be cancelled prior to the policies' expiration date, Contractor agrees that notice of cancellation will be delivered in accordance with the policy provisions.

H. Waiver of Subrogation

(1) Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

(2) The Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents and subcontractors.

I. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII unless otherwise acceptable to County.

J. Verification of Coverage

(1) Contractor must furnish County with original certificates and endorsements effecting coverage required by this Contract.

(2) The endorsements should be on forms provided by County or, if on other than County's forms, must conform to County's requirements and be acceptable to County.

(3) County must receive and approve all certificates and endorsements before work commences.

(4) However, failure to do so shall not operate as a waiver of these insurance requirements.

(5) County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

8. BEST EFFORTS

Contractor represents that Contractor will at all times faithfully, industriously and to the best of its ability, experience and talent, perform to County's reasonable satisfaction.

9. DEFAULT

A. If Contractor defaults in Contractor's performance, County shall promptly notify Contractor in writing. If Contractor fails to cure a default within 30 days after notification, or if the default requires more than 30 days to cure and Contractor fails to commence to cure the default within 30 days after notification, then Contractor's failure shall terminate this Contract.

B. If Contractor fails to cure default within the specified period of time, County may elect to cure the default and any expense incurred shall be payable by Contractor to County.

C. If County serves Contractor with a notice of default and Contractor fails to cure the default, Contractor waives any further notice of termination of this Contract.

D. If this Contract is terminated because of Contractor's default, County shall be entitled to recover from Contractor all damages allowed by law.

10. INDEMNIFICATION

A. Contractor will indemnify, hold harmless and assume the defense of the County of Solano, its officers, employees, agents and elective and appointive boards from all claims, losses, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly arising from Contractor's operations or from any persons directly or indirectly employed by, or acting as agent for, Contractor, excepting the sole negligence or willful misconduct of the County of Solano. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of Contractor's services, as well as during the progress of rendering such services.

B. Acceptance of insurance required by this Contract does not relieve Contractor from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages arising out of by Contractor's operations regardless if any insurance is applicable or not.

11. INDEPENDENT CONTRACTOR

A. Contractor is an independent contractor and not an agent, officer or employee of County. The parties mutually understand that this Contract is between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

B. Contractor shall have no claim against County for employee rights or benefits including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, retirement benefits, Social Security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

C. Contractor is solely obligated to pay all applicable taxes, deductions and other obligations including, but not limited to, federal and state income taxes, withholding, Social Security, unemployment, disability insurance, Workers' Compensation and Medicare payments.

D. Contractor shall indemnify and hold County harmless from any liability which County may incur

because of Contractor's failure to pay such obligations.

E. As an independent contractor, Contractor is not subject to the direction and control of County except as to the final result contracted for under this Contract. County may not require Contractor to change Contractor's manner of doing business, but may require redirection of efforts to fulfill this Contract.

F. Contractor may provide services to others during the same period Contractor provides service to County under this Contract.

G. Any third persons employed by Contractor shall be under Contractor's exclusive direction, supervision and control. Contractor shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging or any other condition of employment.

H. As an independent contractor, Contractor shall indemnify and hold County harmless from any claims that may be made against County based on any contention by a third party that an employer-employee relationship exists under this Contract.

I. Contractor, with full knowledge and understanding of the foregoing, freely, knowingly, willingly and voluntarily waives the right to assert any claim to any right or benefit or term or condition of employment insofar as they may be related to or arise from compensation paid hereunder.

12. RESPONSIBILITIES OF CONTRACTOR

A. The parties understand and agree that Contractor possesses the requisite skills necessary to perform the work under this Contract and County relies upon such skills. Contractor pledges to perform the work skillfully and professionally. County's acceptance of Contractor's work does not constitute a release of Contractor from professional responsibility.

B. Contractor verifies that Contractor has reviewed the scope of work to be performed under this Contract and agrees that in Contractor's professional judgment, the work can and shall be completed for costs within the maximum amount set forth in this Contract.

C. To fully comply with the terms and conditions of this Contract, Contractor shall:

- (1) Establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles for government agencies;
- (2) Document all costs by maintaining complete and accurate records of all financial transactions associated with this Contract, including, but not limited to, invoices and other official documentation that sufficiently support all charges under this Contract;
- (3) Submit monthly reimbursement claims for expenditures that directly benefit Solano County;
- (4) Be liable for repayment of any disallowed costs identified through quarterly reports, audits, monitoring or other sources; and
- (5) Retain financial, programmatic, client data and other service records for 3 years from the date of the end of the contract award or for 3 years from the date of termination, whichever is later.

13. COMPLIANCE WITH LAW

A. Contractor shall comply with all federal, state and local laws and regulations applicable to Contractor's performance, including, but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of employment.

B. Contractor represents that it will comply with the requirements of 2 CFR Part 1103, the Department of Defense's interim implementation of OMB's 2 CFR Part 200 Uniform Administrative

Requirements, Cost Principles, and Audit Requirements for Federal Awards, as currently enacted or as may be amended throughout the term of this Contract.

C. Contractor further represents that it is aware of and will comply with the requirements set forth by OEA for grant management, as set forth at <http://www.oea.gov/grants/information/management>.

14. CONFIDENTIALITY

A. Contractor shall prevent unauthorized disclosure of names and other client-identifying information, except for statistical information not identifying a particular client.

B. Contractor shall not use client specific information for any purpose other than carrying out Contractor's obligations under this Contract.

C. Contractor shall promptly transmit to County all requests for disclosure of confidential information.

D. Except as otherwise permitted by this Contract or authorized by the client, Contractor shall not disclose any confidential information to anyone other than the State of California without prior written authorization from County.

E. For purposes of this section, identity shall include, but not be limited to, name, identifying number, symbol or other client identifying particulars, such as fingerprints, voice print or photograph. Client shall include individuals receiving services pursuant to this Contract.

15. CONFLICT OF INTEREST

A. Contractor represents that Contractor and/or Contractor's employees and/or their immediate families and/or Board of Directors and/or officers have no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any interest, direct or indirect, including separate contracts for the work to be performed hereunder, which conflicts with the rendering of services under this Contract. Contractor shall employ or retain no such person while rendering services under this Contract. Services rendered by Contractor's associates or employees shall not relieve Contractor from personal responsibility under this clause.

B. Contractor has an affirmative duty to disclose to County in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

16. DRUG FREE WORKPLACE

Contractor represents that Contractor is knowledgeable of Government Code section 8350 et seq., regarding a drug free workplace and shall abide by and implement its statutory requirements.

17. HEALTH AND SAFETY STANDARDS

Contractor shall abide by all health and safety standards set forth by the State of California and/or the County of Solano pursuant to the Injury and Illness Prevention Program. If applicable, Contractor must receive all health and safety information and training from County.

18. CHILD/ADULT ABUSE

If services pursuant to this Contract will be provided to children and/or elder adults, Contractor represents that Contractor is knowledgeable of the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code section 15600 et seq.) requiring reporting of suspected abuse.

19. INSPECTION

Authorized representatives of County, the State of California and/or the federal government may inspect and/or audit Contractor's performance, place of business and/or records pertaining to this Contract.

20. NONDISCRIMINATION

A. In rendering services under this Contract, Contractor shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.

B. Further, Contractor shall not discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

21. SUBCONTRACTOR AND ASSIGNMENT

A. Services under this Contract are deemed to be personal services.

B. Contractor shall not subcontract any work under this Contract nor assign this Contract or monies due without the prior written consent of the County's Contract Manager, the County's applicable Department Head or his or her designee and the County Administrator subject to any required state or federal approval.

C. If County consents to the use of subcontractors, Contractor shall require and verify that its subcontractors maintain insurance meeting all the requirements stated in Section 7 above.

D. Assignment by Contractor of any monies due shall not constitute an assignment of the Contract.

22. UNFORESEEN CIRCUMSTANCES

Contractor is not responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond Contractor's reasonable control, provided Contractor gives written notice to County of the cause of the delay within 10 days of the start of the delay.

23. OWNERSHIP OF DOCUMENTS

A. County shall be the owner of and shall be entitled to possession of any computations, plans, correspondence or other pertinent data and information gathered by or computed by Contractor prior to termination of this Contract by County or upon completion of the work pursuant to this Contract, including the web domain name and portal.

B. Contractor will retain sole ownership of all documents, records, equipment, and other physical or

intellectual property that we make available to the County as part of this project.

C. No material prepared in connection with the project shall be subject to copyright in the United States or in any other country.

24. NOTICE

A. Any notice necessary to the performance of this Contract shall be given in writing by personal delivery or by prepaid first-class mail addressed as stated on the first page of this Contract.

B. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

25. NONRENEWAL

Contractor acknowledges that there is no guarantee that County will renew Contractor's services under a new contract following expiration or termination of this Contract. Contractor waives all rights to notice of non-renewal of Contractor's services.

26. COUNTY'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS

A. The County's obligation under this Contract is subject to the availability of authorized funds. The County may terminate the Contract, or any part of the Contract work, without prejudice to any right or remedy of the County, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Contract, or any subsequent amendment, the County may, upon written Notice to the Contractor, terminate this Contract in whole or in part.

B. Payment shall not exceed the amount allowable for appropriation by the Board of Supervisors. If the Contract is terminated for non-appropriation of funds:

i. The County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and

ii. The Contractor shall be released from any obligation to provide further services pursuant to this Contract that are affected by the termination.

C. Funding for this Contract beyond the current appropriation year is conditional upon appropriation by the Board of Supervisors of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this Contract will terminate at the close of the current Appropriation Year.

D. This Contract is void and unenforceable if all or parts of federal or state funds applicable to this Contract are not available to County. If applicable funding is reduced, County may either:

- (1) Cancel this Contract; or,
- (2) Offer a contract amendment reflecting the reduced funding.

27. CHANGES AND AMENDMENTS

A. County may request changes in Contractor's scope of services. Any mutually agreed upon changes, including any increase or decrease in the amount of Contractor's compensation, shall be effective when incorporated in written amendments to this Contract.

B. The party desiring the revision shall request amendments to the terms and conditions of this Contract in writing. Any adjustment to this Contract shall be effective only upon the parties' mutual execution of an amendment in writing.

C. No verbal agreements or conversations prior to execution of this Contract or requested amendment shall affect or modify any of the terms or conditions of this Contract unless reduced to writing according to the applicable provisions of this Contract.

28. CHOICE OF LAW

The parties have executed and delivered this Contract in the County of Solano, State of California. The laws of the State of California shall govern the validity, enforceability or interpretation of this Contract. Solano County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Contract.

29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

Contractor represents that it is knowledgeable of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations issued by the U.S. Department of Health and Human Services (45 C.F.R. Parts 160-64) regarding the protection of health information obtained, created, or exchanged as a result of this Contract and shall abide by and implement its statutory requirements.

30. WAIVER

Any failure of a party to assert any right under this Contract shall not constitute a waiver or a termination of that right, under this Contract or any of its provisions.

31. CONFLICTS IN THE CONTRACT DOCUMENTS

The Contract documents are intended to be complementary and interpreted in harmony so as to avoid conflict. In the event of conflict in the Contract documents, the parties agree that the document providing the highest quality and level of service to the County shall supersede any inconsistent term in these documents.

32. FAITH BASED ORGANIZATIONS

A. Contractor agrees and acknowledges that County may make funds available for programs or services affiliated with religious organizations under the following conditions: (a) the funds are made available on an equal basis as for programs or services affiliated with non-religious organizations; (b) the

program funded does not have the substantial effect of supporting religious activities; (c) the funding is indirect, remote, or incidental to the religious purpose of the organization; and (d) the organization complies with the terms and conditions of this Contract.

B. Contractor agrees and acknowledges that County may not make funds available for programs or services affiliated with a religious organization (a) that has denied or continues to deny access to services on the basis of race, color, religion, ancestry, national origin, sex, citizenship, or known disability; (b) will use the funds for a religious purpose; (c) will use the funds for a program or service that subjects its participants to religious education.

C. Contractor agrees and acknowledges that all recipients of funding from County must: (a) comply with all legal requirements and restrictions imposed upon government-funded activities set forth in Article IX, section 8 and Article XVI, section 5 of the California Constitution and in the First Amendment to the United States Constitution; and (b) segregate such funding from all funding used for religious purposes.

33. PRICING

Should Contractor, at any time during the term of this Contract, provide the same goods or services under similar quantity, terms and conditions to one or more counties in the State of California at prices below those set forth in this Contract, then the parties agree to amend this Contract so that such lower prices shall be extended immediately to County for all future services.

34. USE OF PROVISIONS, TERMS, CONDITIONS AND PRICING BY OTHER PUBLIC AGENCIES

Contractor and County agree that the terms of this Contract may be extended to any other public agency located in the State of California, as provided for in this section. Another public agency wishing to use the provisions, terms, and pricing of this Contract to contract for equipment and services comparable to that described in this Contract shall be responsible for entering into its own contract with Contractor, as well as providing for its own payment provisions, making all payments, and obtaining any certificates of insurance and bonds that may be required. County is not responsible for providing to any other public agency any documentation relating this Contract or its implementation. Any public agency that uses provisions, terms, or pricing of this Contract shall by virtue of doing so be deemed to indemnify and hold harmless County from all claims, demands, or causes of actions of every kind arising directly or indirectly with the use of this Contract. County makes no guarantee of usage by other users of this Contract nor shall the County incur any financial responsibility in connection with any contracts entered into by another public agency. Such other public agency shall accept sole responsibility for placing orders and making payments to Contractor.

35. DISBARMENT OR SUSPENSION OF CONTRACTOR

A. Contractor represents that its officers, directors and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in the federal health programs as defined in 42 USC § 1320a-7b(f) (the "Federal Healthcare Programs") or any state healthcare programs; (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services but or previously excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs or any state healthcare programs, and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in Contractor being excluded from participation in the Federal Healthcare Programs or any state healthcare programs.

B. This representation and warranty shall be an ongoing representation and warranty during the term of this Contract and Contractor must immediately notify the County of any change in the status of the representation and warranty set forth in this section.

C. If services pursuant to this Contract involve healthcare programs, Contractor agrees to provide certification of non-suspension with submission of each invoice. Failure to submit certification with invoices will result in a delay in County processing of Contractor's payment.

36. EXECUTION IN COUNTERPARTS

This Contract may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument, it being understood that all parties need not sign the same counterpart. In the event that any signature is delivered by facsimile or electronic transmission (e.g., by e-mail delivery of a ".pdf" format data file), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or electronic signature page were an original signature.

37. LOCAL EMPLOYMENT POLICY

Solano County desires, whenever possible, to hire qualified local residents to work on County projects. A local resident is defined as a person who resides in, or a business that is located in, Solano County. The County encourages an active outreach program on the part of its contractors, consultants and agents. When local projects require subcontractors, Contractor shall solicit proposals for qualified local residents where possible.

38. ENTIRE CONTRACT

This Contract, including any exhibits referenced, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by County or Contractor other than those contained in it.



Center for Volunteer & Nonprofit Leadership

Volunteer Services Program Consulting Proposal

Submitted to

County of Solano, California

June 8, 2016
(revised October 17, 2016)

Overview of Approach

Home to nearly 430,000 residents, Solano County, California seeks to increase its level of volunteer engagement to support local community-based organizations and meet community needs. Center for Volunteer & Nonprofit Leadership (CVNL) proposes the following elements of a “Volunteer Solano” project to develop, implement and manage an effective volunteer services model for the County of Solano:

Web-based portal – CVNL will develop and maintain a web-based system of volunteer opportunities in Solano County and means to connect with local volunteers looking for opportunities. Given our success in using the Get Connected online portal for managing volunteers and opportunities in Marin and Napa Counties, CVNL will utilize the Get Connected platform to build an online system specific to Volunteer Solano that includes both one-time and longer term opportunities.

Activities will include securing an appropriate website domain, building the back end of the portal site and structuring volunteer and organizations components of the site. To the extent available, we will import existing lists of active volunteers, activate posts of current opportunities and conduct testing of all website functionality. CVNL will also conduct trainings and produce training videos for nonprofits and the County as well as volunteers on how to utilize the site to manage projects and search for opportunities. We will also provide ongoing technical assistance to users as needed via managing of phone calls and inquiries for assistance, distribute training materials and producing additional TA materials as needed.

Recruitment, Matching and Engagement – CVNL will recruit community-based organizations and County departments to participate in Volunteer Solano via posting of specific needs and opportunities for volunteers to the web-based portal. We will focus recruitment on a diverse group of organizations operating across the service spectrum including health and mental health care, human services, basic needs, animal and environmental groups, arts, recreation and the environment as well as various County departments with volunteer opportunities. In addition, CVNL will outreach in communities across Solano County to engage existing volunteers as well as individuals and groups who are interested but may be new to volunteering for participation in Volunteer Solano. CVNL will maintain an active presence in Solano County, engaging with community, business, nonprofit and other leaders through local events, organizational and one-on-one meetings and other networking activities to engage with a wide array of leaders and organizations. CVNL will also partner with the County and nonprofit organizations to raise the profile of volunteers and launch Volunteer Solano via joint marketing, referral and promotion efforts.

Activities will include individual outreach to potential partner organizations as well as prospective volunteers through attendance and/or presentations at local events and meetings, providing demonstrations of the online portal, and creation of email lists for ongoing outreach and communication. We will engage public, private and nonprofits partners throughout the community to contribute to the launch effort, distribute print and web-based promotional materials, participate in any launch-related events as well as identify individual and organizational users as ambassadors to promote Volunteer Solano.

Days of Service – CVNL will design and manage 3 days of service in Solano County, joining volunteer centers across the country in celebrating national and local days of service. These events will serve as a mechanism to engage new audiences and mobilize a greater number of

volunteers within Solano County and to promote Volunteer Solano generally among community-based organizations and Solano County residents. CVNL may partner with other local organizations in developing Days of Service projects and outreach. Days of Service will be scheduled to highlight dates and themes such as Earth Day and Family Volunteer Day.

Activities will include identifying nonprofit/county partners for service project(s), assembling and coordinating planning/project teams, conducting outreach and promotion among volunteers, securing project materials, linking local promotional efforts to national and managing project(s) on each service day.

Assessment – CVNL will regularly solicit feedback from organizations as well as individuals participating in Volunteer Solano as to their experience, ways to improve the program and ongoing needs. This information will be used to continually inform and improve the program and partnering organizations. We will also track an array of indicators having to do with project success, such as numbers of volunteer opportunities posted, opportunities filled, new volunteers registered with the portal, and volunteers engaged with a project.

Activities will include identifying meaningful metrics for various project components, regular data collection, developing and implementing post-project evaluations for use with volunteers, compiling data and analyzing key findings and lessons learned.

Project management – CVNL will oversee all components of the Volunteer Solano project, including staffing, community outreach and partnership development, creation and maintenance of the web-based portal, volunteer recruitment and project assessment and reporting.

Activities will include the following: During the first quarter of the project, CVNL will hire a project manager, develop a project workplan and timeline with core activities, output and outcomes specific to the remainder of the project year and will begin implementation of development of the web-portal and recruitment of community-based organizations and volunteers. Once the web portal is operational, CVNL will provide an in-person demonstration to the County. CVNL will submit quarterly reports to the County re: numbers of volunteers and opportunities online, partnerships established, assessment findings and related information. CVNL will maintain regular communication with the County and other key partners to ensure success of the project.

Contractor Profile

Since 1964, the national award-winning Center for Volunteer & Nonprofit Leadership (CVNL) has advanced nonprofits and volunteerism by strengthening leadership, encouraging innovation and empowering individuals in service to their communities.

CVNL knows that passion alone is not enough when it comes to creating strong nonprofits. That is why we work with aspiring and established leaders every day to help them build the skills, connections and strategies that can take their impact to the next level. With confident and prepared leaders, nonprofits are better equipped to create healthy, happy communities.

Having served as a local volunteer center for over 50 years, CVNL has extensive expertise in designing and implementing volunteer programs, recruiting volunteers as well as in training and equipping other nonprofits in effective volunteer management. CVNL was one of four statewide volunteer centers that developed and piloted a proven, research-based volunteer services model – The Service Enterprise Initiative (SEI) – and was instrumental in the design of the

curriculum. In its first four years, the SEI curriculum has been used by more than 270 agencies throughout California and has now become a national program. CVNL currently supports dozens of nonprofits in Napa and Marin counties as part of the Service Enterprise Initiative. CVNL staff also participate in the local and national volunteer services field in a variety of leadership roles.

CVNL's staff consultants are dedicated professionals with extensive hands-on nonprofit experience. We are skilled facilitators, trainers, coaches, planners and managers who are invested in advancing success within the nonprofit sector. The CVNL staff consultants who will be engaged in this project include:



Linda Jacobs Davis
Chief Executive Officer

Since 2002, Linda Davis has served as the Chief Executive Officer of the Center of Volunteer & Nonprofit Leadership (CVNL). Linda brings over 30 years' experience in nonprofit management serving in program, development, and executive roles working with both local and national organizations.

Linda is a presenter, consultant and coach to nonprofit executives, boards, and business leaders on issues and trends shaping the nonprofit sector. Her areas of expertise include board governance, executive transition, leadership succession, organization development and disaster preparedness.

Linda has served on many local, statewide and national nonprofit boards in all officer positions. Most recently, Linda was the board president of the California Association of Nonprofits and currently serves on the Affiliate Assembly of the Points of Light Foundation. Locally, she is a board member of Marin Economic Forum and Marin School to Career Partnership. She is a former appointee to the Marin County Women's Commission, past President of the Marin National Organization for Women and a former member of the Marin Independent Journal (local newspaper) Editorial Board. Linda was inducted into the Marin Women's Hall of Fame in 2011. In 2013 Linda was recognized by the North Bay Leadership Council with "We're All in This Together" Leadership Award and the North Bay Business Journal presented her with a North Bay Leadership Award.

Linda graduated from the University of South Florida and is a graduate of the U.S. Chamber of Commerce, Institute for Organization Management, University of San Diego.



Anton Timms
Director, Volunteer Services

Anton has more than 10 years of experience in volunteer management, human resources, organizational development/ training and community outreach. During his career in the nonprofit sector, Anton led several local initiatives to improve nonprofit operations through strategically reengaging volunteers to optimize services for youth, disabled, homeless, and independent performing arts groups.

In the past decade, Anton has been affiliated with the following nonprofits: Boys & Girls Clubs of Greater Milwaukee, United Way of Greater Milwaukee, Best Buddies of Arizona, Catholic Charities, United Performing Arts Fund, Aurora Health Care, and Habitat for Humanity. Most recently Anton was the Manager of Employee and Community Engagement for the Boys & Girls Clubs of Greater Milwaukee. During this time, he served as a board member for the Partners Advancing Values in Education, an organization dedicated in supporting education through board governance and bringing the best resources for Milwaukee's school systems.

Anton currently sits on the boards for Marin Interagency Disaster Council, Young Nonprofit Professionals Network – Bay Area (formerly Milwaukee) and Delta Chi alumni board. He is an active participant in the Rafael Evening Rotary. Anton earned a Bachelor of Arts from Marquette University with a focus on Spanish for the Professions and Human Resources Management.



Gina Guillemette
Director, Consulting Services

Gina is a skilled nonprofit leader with twenty years of experience as a staff person, board member, volunteer and advocate. In these roles she has successfully advanced organizational development efforts as well as public policy and systems change benefitting nonprofit organizations and the individuals and communities they serve.

Having worked with a diverse array of nonprofits of varying sizes, program areas and funding portfolios over her career, Gina draws on her knowledge and skills to partner with nonprofit leaders in advancing their mission through effective, solution-focused practices. Gina specializes in strategic and operational leadership, nonprofit governance, program development, impact assessment and advocacy. She has extensive, first-hand knowledge of a diverse array of community-based health, housing and human services programs.

Gina is an experienced trainer and presenter who is trained in Technology of Participation facilitation methods and has completed a certificate in nonprofit board education with BoardSource. Gina received a Master of Social Work degree from Washington University in St. Louis, Missouri and a Bachelor's degree from Alma College in Alma, Michigan.



Jim Tomlinson
Manager, Napa Office

Jim came to California from rural Georgia in order to get his Master's Degree in Counseling and Health Education at JFK University. During this time he began his path in providing care to others by volunteering at the Berkeley Free Clinic and obtaining his counseling hours at the Pacific Center, also in Berkeley.

He moved to Napa Valley in 1993, having worked in Marin for Hospice of Marin, Marin AIDS Project, and the Living Dying Project. Later, he was hired by Queen of the Valley Programs.

Within a short time, he ended up being promoted to director of the hospital in charge of several departments.

Taking a few years off from health care, Jim obtained two additional degrees in viticulture and wine marketing and sales which returned him to his rural roots and farming. He began growing grapes in the western hills of the Napa Valley, but soon the call to service returned! He was hired by the Napa County Office of Education as a Logistics and Planning Manager to help implement community emergency exercises within the school districts and was trained under the Federal Emergency Management Agency Incident Command Structure (ICS). As the former Executive Director of the Volunteer Center of Napa Valley, Jim manages CVNL's joint programs in Napa County by working closely with the many nonprofit agencies which provide services to the community. Jim's favorite activities are biking around the Valley and kayaking in the beautiful Napa River. He enjoys traveling to Italy or India to recharge and visit with close friends.

Project Fees

The fee for this consulting engagement is \$130,000 plus reimbursable expenses for a 14-month project beginning November 1, 2016 through December 31, 2017. The term may be extended by written amendment for two subsequent 1-year periods based on the same or similar terms. Additional It is understood that the County may seek to renew the contract for subsequent years to continue to build on the 3-years activities and that such renewal will be negotiated between CVNL and the County at a future date.

Related services

In addition to the above mentioned components of this project, CVNL provides an array of programs and services aimed at strengthening the leadership and capacity of nonprofit organizations and local leaders, including consulting services, executive search and transition services, and leadership programs. Additional information about each of these areas of service is attached.

Thank you for your consideration of this proposal. We appreciate the opportunity and would welcome a chance to work with the County of Solano and the local volunteers and community-based agencies.

Please feel free to contact us to discuss this proposal or any modifications that would better serve your needs.

Sincerely,

Linda Jacobs Davis
CEO
ldavis@cvnl.org
415.448.0300

Volunteer Solano
PROJECT DELIVERABLES AND TIMELINE
Center for Volunteer & Nonprofit Leadership
November 1, 2016 – December 31, 2017

Deliverable	Activities • Related Metrics	Timeline
Project management	Recruit for and hire Program Manager to oversee project activities	1
	Develop project work plan and timeline with core activities, output and outcomes specific to the remainder of the project year	
	Assess project activities, track levels of participation, prepare regular reports as needed	
Web-based portal	Secure website domain for Volunteer Solano	
	Develop Get Connected online portal for Solano County	
	Import existing volunteer opportunities and create postings	
	Create instructional training videos for nonprofits and volunteers, hold in-person training for County • 2 videos created, 1 in-person training session with the County	
	Conduct outreach within the county, with nonprofits and volunteers, introductory launch of Volunteer Solano portal with limited set of users	
	Provide technical assistance and troubleshooting to volunteer users and community-based organizations	
	Public launch and promotion of Volunteer Solano	
Recruitment, Matching and Engagement	Outreach to public, nonprofit and other community-based organizations re: using Volunteer Solano to post existing opportunities and developing new volunteer opportunities for posting	

	1: 25 community-based organizations participating by end 3rd phase, 35 volunteer opportunities posted	
	2: 40 community-based organizations participating by end 5th phase, 60 volunteer opportunities posted	
	Outreach to volunteers re: using Volunteer Solano to find opportunities 1: 50 volunteers registered by end 3rd phase; 40% rate of engagement in opportunities	
	2: 100 volunteer registered by end 5th phase; 50% rate of engagement in opportunities	
Days of Service	Day of Service # 1 1-2 projects, 10 to 20 volunteers registered/participate	
	Day of Service # 2 1-2 projects, 15 to 30 volunteers registered/participate	
	Day of Service # 3 2 projects, 20 to 35 volunteers registered/participate	

Phase 1: November – December, 2016

Phase 2: January – March, 2017

Phase 3: April – June 2017

Phase 4: July – September 2017

Phase 5: October – December 2017

Volunteer Solano
PROGRAM BUDGET AND PAYMENT PROVISION

Program Activity/Expense – 1 year	Fee
Web-based portal <i>Purchase of website domain, content development for website and related electronic communications, data import and training</i>	5,000
Salary/benefits <i>Program Manager (1 FTE) Director of Volunteer Services (.1 FTE) Chief Executive Officer (.05 FTE)</i>	80,000
Marketing <i>Production and printing of paper materials, development of web-based materials</i>	13,500
Travel/mileage <i>Program staff travel to conduct outreach, events, overall program management</i>	3,000
Materials/supplies	3,000
Days of Service <i>Project materials for 3 volunteer service events</i>	10,000
Overhead	15,500
Total Program Fee	\$130,000
Other reimbursable expenses <i>Get Connected online portal development and set-up fee</i>	\$4,750

Contractor will invoice the County of Solano Five times over the course of the project. Each invoice will total 1/5 of the total project fee (\$26,000) and will be submitted to the County at the end of each of the following months: November 2016, March 2017, June 2017, September 2017 and December 2017 based on completion of program deliverables. The November 2016 invoice will also include reimbursable expenses totaling \$4,750 related to the development and set-up of the online portal. County will pay Contractor within 30 days of receipt of each invoice.