

**AGREEMENT FOR FACILITATION OF COMMUNITY VISIONING
FORUMS PROMOTING TOLERANCE, RESPECT, EQUITY
AND INCLUSION IN LAKE COUNTY**

This Agreement is made and entered into by and between the County of Lake, hereinafter referred to as “County,” and Nicole Anderson and Associates Consulting, LLC (NAAC), hereinafter referred to as “Contractor,” collectively referred to as the “parties.”

1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Contractor (NAAC) shall provide to County the services described in the Scope of Services attached hereto and incorporated herein as Exhibit “A” at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A – Scope of Services, Exhibit B – Fiscal Provisions, and Exhibit C – Compliance Provisions, the Agreement shall prevail.

2. TERM. This Agreement shall commence on February 15, 2022, and shall terminate on February 14, 2023, unless earlier terminated as hereinafter provided. In the event County desires to temporarily continue services after the expiration of this Agreement, such continuation shall be deemed on a month-to-month basis, subject to the same terms, covenants, and conditions contained herein.

3. COMPENSATION. Contractor has been selected by County to provide the services described hereunder in Exhibit “A” (Scope of Services), attached hereto. Compensation to Contractor shall not exceed Thirty-Three Thousand Dollars (\$33,000.00).

The County shall compensate Contractor for services rendered, in accordance with the provisions set forth in Exhibit “B” (Fiscal Provisions), attached hereto, provided Contractor is not in default under any provisions of this agreement. Compensation to Contractor is contingent upon appropriation of federal, state and county funds.

4. TERMINATION. This Agreement may be terminated by mutual consent of the parties or by County upon thirty (30) days’ written notice to Contractor.

In the event of non-appropriation of funds for the services provided under this Agreement, County may terminate this Agreement, without termination charge or other liability.

Upon termination, Contractor shall be paid a prorated amount for the services provided up to the date of termination.

5. MODIFICATION. This Agreement may only be modified by a written amendment hereto, executed by both parties; however, matters concerning scope of services which do not affect the compensation may be modified by mutual written consent of Contractor and County executed by the County Administrative Officer.

6. NOTICES. All notices between the parties shall be in writing addressed as follows:

County of Lake
Administration
255 N. Forbes St
Lakeport, CA 95453
Attn: Matthew T. Rothstein

Nicole Anderson and Associates Consulting, LLC
P.O. Box 5475
Vallejo, CA 94591
Attn: Nicole Anderson

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7. **EXHIBITS.** The Agreement Exhibits, as listed below, are incorporated herein by reference:

- Exhibit A – Scope of Services
- Exhibit B – Fiscal Provisions
- Exhibit C – Compliance Provisions

8. **TERMS AND CONDITIONS.** Contractor warrants that it will comply with all terms and conditions of this Agreement and Exhibits, and all other applicable federal, state and local laws, regulations and policies.

9. **INTEGRATION.** This Agreement, including attachments, constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior Agreements, related proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the parties.

Executed at Lakeport, California, on February 15, 2022.

COUNTY OF LAKE

CONTRACTOR

CHAIR, Board of Supervisors

Nicole Anderson and Associates
Consulting, LLC

ATTEST:
CAROL J. HUCHINGSON
Clerk to the Board of Supervisors

APPROVED AS TO FORM:
ANITA L. GRANT
County Counsel

By: _____

By: _____

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EXHIBIT “A” – SCOPE OF SERVICES

1. CONTRACTOR RESPONSIBILITIES.

Contractor responsibilities shall be as described in the Request for Qualifications response document (hereinafter “Proposal”) attached hereto, and incorporated by reference.

2. REPORTING REQUIREMENTS. Contractor shall submit monthly reports in a format approved by County by the 14th of each month of the performance period. Upon completion of the Scope of Services, a final report shall be submitted with the Contractor’s final invoice. This report shall including findings of quantitative and qualitative research and specific recommendations for next steps of the Lake County Board of Supervisors and City Councils of the Cities of Clearlake and Lakeport.

3. RECORDS RETENTION. Contractor shall prepare, maintain and/or make available to County upon request, all records and documentation pertaining to this Agreement, including financial, statistical, property, recipient and service records and supporting documentation for a period of five (5) years from the date of final payment of this Agreement. If at the end of the retention period, there is ongoing litigation or an outstanding audit involving the records, Contractor shall retain the records until resolution of litigation or audit. After the retention period has expired, Contractor assures that confidential records shall be shredded and disposed of appropriately.

4. COUNTY RESPONSIBILITIES. The County shall support the work of the Contractor through activities including, but not limited to, the following:

- Coordinating scheduling of Community Visioning Forums and preparatory meetings;
- Announcing and advertising public Forums, and any preparatory meetings to include community stakeholders, to encourage participation;
- Providing appropriate County representation at meetings described in the Proposal;
- Reviewing any and all work products developed (documents, slide presentations, etc.) in a timely manner, as needed; and
- Scheduling and/or contributing to development of Board of Supervisors, City Council and/or community updates, as needed.



Nicole Anderson And Associates Consulting, LLC

Better Education Through Honest Effective Leadership

**1 Year Proposal, October 1, 2021-June 30, 2022
Submitted 8.16.21**

Matthew T. Rothstein, Deputy County Administrative Officer
Lake County
255 N. Forbes St.
Lakeport, CA 95453
Phone: (707) 263-2580
Matthew.Rothstein@lakecountycalifornia.gov

Executive Summary

In order to close equity gaps seen in agencies and across communities, it is essential that county leaders build capacity and shift the paradigm of a system that was not designed to yield successful outcomes for all stakeholders. We have designed a rich and comprehensive program with a systems approach to support county leaders and teams from all levels to assist in the development of deep belief systems and understanding of diversity that empowers them to be proactive and responsive to the diverse needs of the communities they serve.

About Us

Nicole Anderson has served in varying roles in education for almost 25 years around the state and nation. She is a highly qualified developer and facilitator of professional learning services as well as a dedicated advocate for educational equity work. After serving as a school district teacher and administrator at various levels, she led and facilitated ACSA's and CSBA's state-wide equity work as well as a cadre of networks and professional development for educators all levels.

Mrs. Anderson's current work is supported by a team of experts in the field, practitioners, as well as researchers who provide unique services to school boards, Superintendent search firms, as well as county, district, and school leaders. Inspired by her grandfather, Jesse M. Bethel, she continues to inspire educational leaders around the state and nation who have locked arms on the journey to close educational equity gaps through a systems approach. (See details below)

Clients that have receiving similar services in this proposal include but are not limited to the following: California State Association of Counties, San Mateo-Foster City SD, Claremont USD, South San Francisco USD, Redlands USD, Stockton USD, Yolo County Office of Education, California School Boards Association, Riverside County Office of Education, as well as San Mateo County Office of Education.

*Additional/current client names around the state of California are available upon request.

**Refer to [website](#) for list of additional current and past clients.

*“Educational Leaders:
we cannot close the educational
gaps that we see in our schools if
we don’t close the one in our
minds first.”
-Nicole Anderson-*

Nicole Anderson and Associates
Consulting, LLC

PHONE
707-333-8552

ADDRESS
P.O. Box 5475, Vallejo, Ca. 94591

EMAIL
nicole@nicoleandersonconsulting.com

WEBSITE
nicoleandersonconsulting.com

“EDI Leadership with a System’s Approach”

Systems Change Approach: Equity Leadership training is delivered with a systems approach lens in order to address historical inequities and complex issues that persist in the across and within industries. Research suggests that system shifts in policy and practice require a long term approach with strategic implementation at various levels in a system. Thus, desired results may not be realized in the beginning phases of the work but can be measured over time to reveal evidence of sustainable change and equity gap closure. (Refer to Water of Systems Change Article)

Equity Leadership Framework: Content delivered is centered in the Equity Leadership Framework includes 6 phases of leadership that leaders and stakeholders across a system can use to guide equity driven decisions. The framework embodies a sequential, yet ongoing journey that is grounded in an inside-out approach to addressing equity challenges. These include the following:

1. Depend Belief Systems: Reflect upon one’s own social-cultural identity including beliefs and biases that impact mindset
2. Understand Diversity: Seek to understand and value other cultures through storytelling and relationship building in order to expand equity lens in personal and professional life.
3. Empower Oneself: Become familiar with research based strategies, language, and concepts to deepen awareness in order to interrupt inequities. This includes building capacity of others through ongoing professional learning as well as leveraging of alliances to lead collective work and create a cultural shift.
4. Be Proactive and Responsive: Develop an EDI impact action plan as well as examine current policy, practice, and data that reveal stakeholders who are not being served well in the system. During this phase, begin to utilize strategies learned with an anticipation of the barriers to equity.
5. Serve Diverse Needs of the Community: Strategically implement equity impact action plan steps which can include the development of revision of policy, innovative allocation of resources, as well as a complete shift in practice.
6. Close Equity Gaps: Celebrate growth as well as monitor and adjust EDI impact action plan as diverse needs evolve in order to sustain gap closure.

Key outcomes/Deliverables:

1. Evolve and align the current definition of equity, diversity, and inclusion across the organization
2. Build capacity of leadership to ensure effective and strategic implementation of EDI focused practices
2. Conduct needs assessment to identify readiness for internal equity leadership work
3. Conduct needs assessment to identify external EDI challenges
4. Collaboratively develop/evolve an equity impact action plan/framework in alignment with the organization’s strategic to systemically address equity gaps

Measurement of impact:

Evidence of progress towards the closure of identified equity gaps during the fiscal year will be measured on a short, medium, and long term basis and include but are not limited to the following quantitative/qualitative metrics:

1. session evaluations
2. pd calendar
3. attendance logs
4. equity impact action plan drafts
5. coaching logs
6. surveys, interviews, forums, observations
7. Equity gap data analysis for continuous improvement

Content/Research/Tools include:

1. Characteristics of Effective Governance Teams
2. Water of Systems Change Article/Action Plan Template
3. Equity Impact Action Plan Template
4. 4 Indicators of Equity
5. Maslow’s Hierarchy of Needs
6. Ladder of Inference

7. The Blind Men and the Elephant Poem
8. History of Solano County, Public Education, etc.
9. Various Needs Assessment/EDI Tools
10. Cultural Proficiency Tools
11. Various Blueprint/Frameworks for EDI work
12. Implementation Science
13. Equity Leadership Framework
14. EDI Impact Report

Key Terms:

Equity: the process of ensuring equally high outcomes for all and removing the predictability of success or failure that currently correlate with any social, cultural, or racial factors. *An example of equity in organizational context would be having a clear compensation structure that promotes equitable pay.*

Diversity: The presence of different types of people (from a wide range of different identities and with different perspectives, experiences, etc.) *An example of diversity in this sense would be an organization having a high degree of variation in racial and ethnic representation among staff.*

Inclusion: The process of putting diversity into action by creating an environment, respect, and connection-where the richness of ideas, backgrounds, and perspectives are harnessed to create value. *An example of this type of inclusion would be regularly engaging a diverse group of staff and community members in decision making.*

Professional Services Delivery Model:

Activities listed below illustrate the delivery model to attain key outcomes/deliverables. Virtual services through the zoom platform will be utilized through August/September 2021 and will be re-evaluated for potential in-person services based on federal, state, local, as well as NAAC guidelines. NAAC can provide all zoom links to incorporate breakout room, poll, chat, and webinar features for optimal engagement of participants. (Zoom meeting recordings can be provided upon request with prior consent for recording) A google folder will be provided for participants to reference all handouts, powerpoints, working documents, and resources.


Associate Assignment:

Our culturally proficient team of associates consist of experienced practitioners, researches, and experts in the field who provide unique facilitation that foster safe space for all stakeholders to engage. Our unique approach is grounded in relationships and strategic support to meet leaders on their equity journeys as they manage the challenging dynamics of systemic change. Associates will be assigned to various activities listed below based on their expertise and facilitation styles that best meets the needs of the respective stakeholders group(s).



Nicole Anderson and Associates Consulting, LLC
Educational Equity Consulting

There's a Team Behind Every Dream



Nicole Anderson, Founder & CEO

Nicole Anderson and Associates Consulting, LLC
www.nicoleandersonconsulting.com | (707) 333-8552

Targeted Scope of Work

“Building Community through Equity, Diversity, and Inclusion”

DATES	SERVICE	Summary of Purpose/Outcomes	STAFFING
<p>3 days (3 sessions)</p> <p>Includes consultation between sessions with county leadership/ CVFPC members</p>	<p>Community Visioning Forums</p>	<p>Facilitation of Community Visioning Forums provide safe space for a train the trainer model to build capacity of county, staff, committee, tribal government stakeholders, as well as community leaders in their quest to collect qualitative data that informs strategic implementation of Vision 2028.</p> <p>Purpose:</p> <ul style="list-style-type: none"> ▪ Provide a space for input on the development/evolution of common language, including an equity, diversity, and inclusion statement across the agency/community ▪ Provide a safe space for community members to be heard and heal alongside the county/city leadership ○ Align and deepen the county and community partnership around EDI work through community input and perspective ○ Demonstrate a transparent and sincere commitment to community-based EDI work ○ Provide an opportunity for the community to engage in discussion and learning around the following topics: <ul style="list-style-type: none"> ○ The definition of equity, diversity, and inclusion (EDI) ○ The historic impact of institutions/systems within the community (i.e. history of public education and the impact of miseducated youth in the community) ○ The barriers to EDI ○ A systemic approach to creating EDI and sustainable change in the community <p>Outcomes:</p> <ul style="list-style-type: none"> • Gain understanding of the diverse perspectives of the community to inform current and future county/community partnership work • Collect qualitative data through listening to and learn of the experiences and needs of the community • Clearly communicate the commitment and key focus areas of EDI work • Create space to develop a deep and meaningful county/community partnership <p>*View sample community forum outline from previous facilitation by our firm</p>	<p>1-2 Consultants Nicole Anderson Dr. Shelley Holt</p>

<p>8 days</p> <p>2 days- planning sessions (virtual)</p> <p>6 days- committee meetings (virtual/in person)</p> <p>(Consultation includes the development of an EDI impact action plan)</p>	<p>Community Visioning Forum Planning Committee Support/Facilitation</p> <p>(In person or virtual)</p>	<p>Designed to provide a safe space for planning, discussion, and learning through a collaborative process that entails a deep dive into strategic planning for equity, diversity, and inclusion with a systemic lens. The purpose of the support is to provide facilitation to build capacity of the committee to enhance the outcomes that yield input and recommendations to the county board of supervisors to inform decisions through the Vision 2028 Priorities, which specifically impact historically marginalized student and staff groups within and across the community.</p> <p>Outcomes/Agenda items include:</p> <ul style="list-style-type: none"> ● Develop a common language around the definition of equity, diversity, and inclusion ● Develop an EDI impact action plan focused on closing 1-2 EDI gaps in the community ● Analyze quantitative and qualitative data about each EDI gap <ul style="list-style-type: none"> ○ Community surveys (trend data, similar questions) ○ Community visioning forums ○ Community EDI walks ● Conduct a root cause analysis of an equity gap <ul style="list-style-type: none"> ○ Internal: Staffing, Leadership (focus on this first) ○ External: Community ● Utilize a systems framework to develop action steps ● Collect data and engage additional stakeholders in the work <ul style="list-style-type: none"> ○ Qualitative: Surveys, interviews, observations ○ Quantitative: Community stakeholders, staffing data <p>Additional considerations:</p> <ul style="list-style-type: none"> ● Develop a process to expand the committee <ul style="list-style-type: none"> ○ History/Background: ○ Purpose: CVFPC ○ Roles: Board of Supervisor liaisons, 2-4 sub committees (each based on key EDI gap) ○ Outreach/Composition/terms: (per bylaws, charge from board of supervisors) ○ Outcomes: recommend short, medium, long term actions to address EDI gaps illustrated in the data ○ Timelines: <ul style="list-style-type: none"> ▪ monthly 2 hours meetings ▪ Draft EDI impact action plan (tbd) ▪ Develop interest survey (tbd) ▪ Outreach (tbd) ▪ Onboard (tbd) ○ Communication: talking points-why, how, what <ul style="list-style-type: none"> ▪ Outreach to expand for inclusiveness <ul style="list-style-type: none"> ▪ Purpose <ul style="list-style-type: none"> ▪ Data ▪ Vision 2028 priorities ▪ Role : <ul style="list-style-type: none"> ▪ Valuable voice, diverse perspective ▪ CVFPC is building safe space and trust during the process ▪ Monthly meetings ▪ Interest survey questions <ul style="list-style-type: none"> ▪ demographic/cultural identity ▪ Commitment to communication/work ▪ Belief ▪ Definition of equity, diversity, and inclusion ▪ Role in agency/community 	<p>1-2 Consultants</p> <p>Nicole Anderson Dr. Shelley Holt</p>
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Client References

Contact Name	Position/Organization	Email
Graham Knaus	Executive Director, California State Association of Counties	gknaus@counties.org
Shamann Walton	San Francisco Board of Supervisors	waltonstaff@sfgov.org
Nicole Almaguer	City Manager, City of Albany	nalmaguer@albanyca.org
Ge'Nell Gary	Mayor, City of Albany	tggary4@gmail.com
Mike Silva	City of Vacaville; City Council; District 3 Former	silvaforkids@gmail.com
Veronica Bethel-Parker	Legislative Aid, California State Senate	bethelparker315@gmail.com

1-Year Investment Proposal

Activity	# of days	Daily Rate (includes Travel, prep time, and any expenses associated with providing services)	Total
Community Visioning Forums	3 days	\$3000	\$9000
CVFPC Facilitation	8 days	\$3000	\$24,000
Total Investment	11 days	\$3000	\$33,000

*Upon contract approval, NAAC will submit a W9, certificate of insurance, signed client generated contract, and any other relevant documents upon request prior to rendering services.

(email: NAAC Associate, Crystal McAllister at crystal@cmcallisterconsulting.com Or info.nicoleanderson@gmail.com)

*Invoicing will be submitted in monthly to client. Payment should be submitted to:

Nicole Anderson and Associates Consulting, LLC

P.O. Box 5475

Vallejo, Ca. 94591

Our Vision and Mission

While our vision and mission center around youth within our educational system as a core foundation to society's future, we embrace and recognize the moral imperative to close the equity, diversity, and inclusion gaps for all human beings across multiple industries around our nation and world.

Our *Vision* is to realize the closure of educational equity gaps in school districts throughout the nation.

Our *Mission* is to support educational leaders in the creation of new and equitable schools that intentionally meet the needs of every student in order for them to attain their personal and professional goals and contribute to the transformation of societal constructs and systems. We strive to support educational leaders by building a platform of research-based resources and tools that enable them to shift their mindsets and thus, their practices.

How we Started

Nicole Anderson has over 21 years of service in education. In that timeframe, she has served in many roles around the nation including developer and facilitator of professional learning services as well as an advocate for educational equity work. Nicole was the first Diversity and Equal Access Executive in the history of the Association of California School Administrators (ACSA), a position she held for several years. She led work focused on equity and diversity including the facilitation of statewide professional learning for ACSA's leaders and state board. She initiated the California Equity Leadership Alliance and pioneered networks for administrators of diverse backgrounds. Her work also includes the development of a research team that provides research-based content and conducts case studies of educational leaders around the state on their journey to closing educational equity gaps. Nicole served as the Chair of ACSA's Equity Committee wherein she focused on leading the work to implement a system that will effectively address the beliefs of ACSA around equity for students and leaders in California.

As a practitioner, Nicole served as an Elementary Principal, High School Vice Principal, and High School Assistant Principal/Dean. She has also served in the capacity of Leadership Teacher, Spanish Teacher and Activities Director at Jesse M. Bethel High School; the namesake of her grandfather. She has taken the mantle and is following in his footsteps which includes a legacy of advocacy for equality and civil rights for students of color in the city of Vallejo, the state of California, and around the nation. Nicole continuously works with a strong team of experts and practitioners who support a deeper implementation of equity related work which transcends across multiple industries.

Nicole Anderson and Associates Consulting, LLC offers Educational Equity and Multi-industry EDI solutions in the form of services, products, and advocacy. Highlights of these solutions include, but are not limited to:

- CSBA: California School Boards Association (equity network, school board study sessions, retreats, coaching, policy development, content development, and workshop facilitation)
- CBE: California Association For Bilingual Education 2019 Featured Speaker
- ACSA Equity Leaders Academy Director
- ACSA/CCEE Professional Learning Network Facilitator
- School Board Member Campaign Management
- Elected Official study sessions, coaching, strategic planning
- California County Offices Of Education Training, Coaching, and Network Development
- Executive Leadership/Site Principal / District Cabinet Level Coaching and Strategic Planning
- Educational Equity Data And Research Support/Equity Impact Plan Development
- Equity Leader Coaching, Mentoring, and Networking
- Parent/Community/Student Listening Session Facilitation/Support
- Equity Retreats
- Equity/Community Walks
- Superintendent Search And Executive Recruitment
- Teacher/Employment Pipeline Development
- Women's Empowerment Retreats and Network Development

Our Partners and Associates

We value and thrive from our connections with researchers, practitioners, and experts in the field who provide a wide range of products and services to serve the needs of educational leaders. These partners include but are not limited to:

Association of California School Administrators, California School Boards Association, California Association of Latino Superintendents and Administrators, California Association of African American Superintendents and Administrators, California Association of School Business Officials, Associate of Latino Administrators and Superintendents, California Parent-Teacher Association, Ed Trust West, California County Superintendents Educational Services Association, McPherson & Jacobson Executive Recruitment, Alder Graduate School of Education, Epoch Education, Footsteps 2 Brilliance, Center for Leadership, Equity, and Research (CLEAR), and Center for Power Public Schools.

Associates include a unique team of diverse and culturally proficient experts in the field, practitioners, as well as researchers who provide unique services. They include but are not limited to:

Dr. Shayna Sullivan Langhorne, Crystal McAllister, Kevin Taylor, Tovi Scruggs-Hussein, Dr. Trudy Arriaga, Dr. Aliah Majon, Dr. Jamelia Abrams, Dr. Shelley Holt, Dr. Daniel Moirao, Dr. Patricia Brent Sanco, Suwinder Cooper, Al Venegas, Tony Gross, Sonjhia Lowery, Polished Geek, Greg Rolan

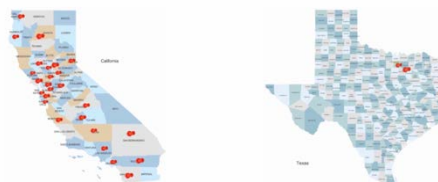
Acknowledgments of Inspiration

The following equity warriors and warriorettes are being acknowledged for their continued support, inspiration, guidance, and partnership in the quest to build capacity of educational leaders to close educational equity gaps.

Dr. Jeff Duncan Andrade and Community Responsive Education-researcher/practitioner, O. Brown and Associates-retired educators, Dr. Randall B. and Delores Lindsey-author/retired educator, Stephanie Graham Rivas-author/retired educator, Dr. Tyrone Howard-author/professor, Glenn Singleton-expert in the field, Dr. Nancy Dome-CEO of Epoch Education-expert in the field, Abraham Maslow-researcher, Joe Jones-Retired Educator/Mentor, Dr. Ken Magdaleno-Retired Educator/Mentor, Tony Gross-Retired Educator Mentor, Dr. Wes Smith-Executive Director of Association of California School Administrators-educator/former supervisor

Our Clients

We are honored to lock arms with clients who are intentionally engaging in the work to close equity, diversity, and inclusion gaps not only in the school system but across multiple industries. Our clients have received customized services provided in the form of workshops, executive leadership coaching, study sessions, strategic planning, equity impact plan development, equity task force facilitation, equity networks, superintendent searches, parent and student listening sessions/support, keynotes, employee evaluation development, employee pipeline development, and a variety of other services to advance equity driven work. Some of these current and past clients include:



School Districts

Association of California School Administrators
 California Collaborative for Educational Excellence
 Stockton Unified School District
 Vacaville Unified School District
 Evergreen School District
 Benicia Unified School School District
 Rialto Unified School District
 Lynwood Unified School District
 Anaheim Elementary School District
 Moreland School District
 Moreno Valley Unified School District
 Adelanto Elementary School District
 Pleasanton Unified School District
 Victor Valley Union High School District
 Manteca Unified School District

School Boards

California School Boards Association
 CSBA Equity Network (3 cohorts)
 Jefferson Union High School District
 Jefferson Elementary School District
 Belmont-Redwood Shores School District
 South San Francisco Unified School District
 Hacienda La Puente Unified School District
 Claremont Unified School District
 Redlands Unified School District
 Corona Norco Unified School District
 El Monte City School District
 Pacifica School District
 Bakersfield City Unified School District
 Vista Unified School District
 Salinas City School District
 Salinas Union High School District

San Diego Unified School District
 Monterey Peninsula Unified School District
 Washington Unified School District
 Fairfield-Suisun Unified School District
 Mt. Diablo Unified School District
 Elk Grove Unified School District
 Albany Unified School District
 Sunnyvale School District
 Soquel School District

Community Colleges

California Community College Administrators of Occupational Education
 Yuba College
 Solano Community College

County Offices of Education

Alameda County Office of Education
 San Diego County Office of Education
 Humboldt County Office of Education
 San Mateo County Office of Education
 Solano County Office of Education
 Yolo County Office of Education
 Los Angeles County Office of Education
 Riverside County Office of Education
 Amador County Public Schools
 San Bernardino County Office of Education
 Orange County Department of Education
 Fresno County Office of Education
 Imperial County Office of Education
 Merced County Office of Education
 Monterey County Office of Education

Superintendent Searches

McPherson and Jacobson Superintendent Search Firm
 Albany Unified School District
 Washington Unified School District
 Vallejo City Unified School District
 Saucilito-Marin School District
 San Carlos School District
 San Mateo-Foster City School District

Schools

Lewisville High School-Killough Campus
 Alhambra High School
 ICEF Public Schools
 Pacific Collegiate Charter School
 Highlands Community Charter Schools
 Sacramento Valley Charter School
 Gateway Charter Schools
 St. Francis High School
 Great Valley School
 Matt Garcia Career & College Academy

Elected Officials

City of Albany
 City of Vacaville
 California State Association of Counties

Non Profits

Girls Scouts-San Geronio Council
 West Ed
 Villa Lindo Retreat Center
 HT Farms of Penryn Retreat Center
 Peacock Acres Foster Youth Center
 Center for Powerful Public Schools
 Black Students of California United

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EXHIBIT “B” – FISCAL PROVISIONS

1. CONTRACTOR’S FINANCIAL RECORDS. Contractor shall keep financial records for funds received hereunder, separate from any other funds administered by Contractor, and maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget’s Cost Principles.

2. INVOICES.

2.1 Contractor’s invoices shall be submitted in arrears on a monthly basis, or such other time that is mutually agreed upon in writing, and shall be itemized and formatted to the satisfaction of the County.

2.2 County shall make payment within 20 business days of an undisputed invoice for the compensation stipulated herein for supplies delivered and accepted or services rendered and accepted, less potential deductions, if any, as herein provided. Payment on partial deliverables may be made whenever amounts due so warrant or when requested by the Contractor and approved by the Assistant Purchasing Agent.

3. AUDIT REQUIREMENTS AND AUDIT EXCEPTIONS

3.1 Contractor warrants that it shall comply with all audit requirements established by County and will provide a copy of Contractor’s Annual Independent Audit Report, if applicable.

3.2 County may conduct periodic audits of Contractor’s financial records, notifying Contractor no less than 48 hours prior to scheduled audit. Said notice shall include a detailed listing of the records required for review. Contractor shall allow County, or other appropriate entities designated by County, access to all financial records pertinent to this Agreement.

3.3 Contractor shall reimburse County for audit exceptions within 30 days of written demand or shall make other repayment arrangements subject to the approval of County.

4. EXPENDITURE OF FUNDS.

4.1 Funds payable through this agreement shall not be used to purchase food or promotional merchandise or to attend conferences unless specifically approved in the budget.

4.2 County reserves the right to refuse payment to Contractor or disallow costs for any expenditure determined to be unreasonable, out of compliance, or inappropriate to the services provided hereunder.

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EXHIBIT “C” – COMPLIANCE PROVISIONS

1. **INFORMATION INTEGRITY AND SECURITY.** Contractor shall immediately notify County of any known or suspected breach of personal, sensitive and confidential information related to Contractor’s work under this Agreement.

2. **NON-DISCRIMINATION.** Contractor shall not unlawfully discriminate against any qualified worker or recipient of services because of race, religious creed, color, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, marital status or age.

3. **DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

3.1 The Contractor certifies to the best of its knowledge and belief, that it and its subcontractors:

A. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

B. Have not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in the preceding paragraph; and

D. Have not, within a three-year period preceding this Agreement, had one or more public transactions terminated for cause or default.

3.2 Contractor shall report immediately to County, in writing, any incidents of alleged fraud and/or abuse by either Contractor or Contractor’s subcontractor. Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by County.

4. **AGREEMENTS IN EXCESS OF \$100,000.** Contractor shall comply with all applicable orders or requirements issued under the following laws:

4.1 Clean Air Act, as amended (42 USC 1857).

4.2 Clean Water Act, as amended (33 USC 1368).

4.3 Federal Water Pollution Control Act, as amended (33 USC 1251, et seq.)

4.4 Environmental Protection Agency Regulations (40 CFR, Part 15 and Executive Order 11738).

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5. INDEMNIFICATION AND HOLD HARMLESS.

Contractor shall indemnify and hold harmless County from any and all claims, demands, actions, liability or loss which may arise from or be incurred as a result of the negligent performance of this Agreement by Contractor.

Contractor's obligations under this Section shall survive the termination of the Agreement.

6. STANDARD OF CARE. Contractor represents that it is specially trained, licensed, experienced and competent to perform all the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed, whether by Contractor or designated subcontractors, in a manner according to generally accepted practices.

7. INTEREST OF CONTRACTOR. Contractor assures that neither it nor its employees has any interest, and that it shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder.

8. DUE PERFORMANCE – DEFAULT. Each party agrees to fully perform all aspects of this agreement. If a default to this agreement occurs then the party in default shall be given written notice of said default by the other party. If the party in default does not fully correct (cure) the default within 30 days of the date of that notice (i.e. the time to cure) then such party shall be in default. The time period for corrective action of the party in default may be extended in writing executed by both parties, which must include the reason(s) for the extension and the date the extension expires.

Notice given under this provision shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable time period. No such notice shall be deemed a termination of this Agreement, unless the party giving notice so elects in that notice, or so elects in a subsequent written notice after the time to cure has expired.

9. INSURANCE.

9.1 Contractor shall procure and maintain Workers' Compensation Insurance for all of its employees.

9.2 Contractor shall procure and maintain Comprehensive Public Liability Insurance, both bodily injury and property damage, in an amount of not less than one million dollars (\$1,000,000) combined single limit coverage per occurrence, including but not limited to endorsements for the following coverage: personal injury, premises-operations, products and completed operations, blanket contractual, and independent contractor's liability.

9.3 Contractor shall procure and maintain Comprehensive Automobile Liability Insurance, both bodily injury and property damage, on owned, hired, leased and non-owned vehicles used in connection with Contractor's business in an amount of not less than one million dollars (\$1,000,000) combined single limit coverage per occurrence.

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9.4 Contractor shall procure and maintain Professional Liability Insurance for the protection against claims arising out of the performance of services under this Agreement caused by errors, omissions or other acts for which Contractor is liable. Said insurance shall be written with limits of not less than one million dollars (\$1,000,000).

9.5 Contractor shall not commence work under this Agreement until it has obtained all the insurance required hereinabove and submitted to County certificates of insurance naming the County of Lake as additional insured. Contractor agrees to provide to County, at least 30 days prior to expiration date, a new certificate of insurance.

9.6 In case of any subcontract, Contractor shall require each subcontractor to provide all of the same coverage as detailed hereinabove. Subcontractors shall provide certificates of insurance naming the County of Lake as additional insured and shall submit new certificates of insurance at least 30 days prior to expiration date. Contractor shall not allow any subcontractor to commence work until the required insurances have been obtained.

9.7 For any claims related to the work performed under this Agreement, the Contractor's insurance coverage shall be primary insurance as to the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, agents or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

9.8 The Commercial General Liability and Automobile Liability Insurance must each contain, or be endorsed to contain, the following provision:

The County, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds and shall be added in the form of an endorsement to Contractor's insurance on Form CG 20 10 11 85. Contractor shall not commence work under this Agreement until Contractor has had delivered to County the Additional Insured Endorsements required herein.

Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under subdivision (b) of California Civil Code Section 2782.

9.9 Insurance coverage required of Contractor under this Agreement shall be placed with insurers with a current A.M. Best rating of no less than A: VII.

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor for liability in excess of such coverage, nor shall it preclude County from taking other action as is available to it under any other provision of this Agreement or applicable law. Failure of County to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at a later date.

9.10 Any failure of Contractor to maintain the insurance required by this section, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Agreement.

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- 10. ATTORNEY'S FEES AND COSTS.** If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
- 11. ASSIGNMENT.** Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of County except that claims for money due or to become due Contractor from County under this Agreement may be assigned by Contractor to a bank, trust company, or other financial institution without such approval. Written notice of any such transfer shall be furnished promptly to County. Any attempt at assignment of rights under this Agreement except for those specifically consented to by both parties or as stated above shall be void.
- 12. PAYROLL TAXES AND DEDUCTIONS.** Contractor shall promptly forward payroll taxes, insurances, and contributions to designated governmental agencies.
- 13. INDEPENDENT CONTRACTOR.** It is specifically understood and agreed that, in the making and performance of this Agreement, Contractor is an independent contractor and is not an employee, agent or servant of County. Contractor is not entitled to any employee benefits. County agrees that Contractor shall have the right to control the manner and means of accomplishing the result contracted for herein.
- Contractor is solely responsible for the payment of all federal, state and local taxes, charges, fees, or contributions required with respect to Contractor and Contractor's officers, employees, and agents who are engaged in the performance of this Agreement (including without limitation, unemployment insurance, social security and payroll tax withholding.)
- 14. OWNERSHIP OF DOCUMENTS.** All non-proprietary reports, drawings, renderings, or other documents or materials prepared by Contractor hereunder are the property of County.
- 15. SEVERABILITY.** If any provision of this Agreement is held to be unenforceable, the remainder of this Agreement shall be severable and not affected thereby.
- 16. ADHERENCE TO APPLICABLE DISABILITY LAW.** Contractor shall be responsible for knowing and adhering to the requirements of Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, (42 U.S.C. Sections 12101, et seq.). California Government Code Sections 12920 et seq., and all related state and local laws.
- 17. HIPAA COMPLIANCE.** Contractor will adhere to Titles 9 and 22 and all other applicable Federal and State statutes and regulations, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and will make his best efforts to preserve data integrity and the confidentiality of protected health information.
- 18. SAFETY RESPONSIBILITIES.** Contractor will adhere to all applicable CalOSHA requirements in performing work pursuant to this Agreement. Contractor agrees that in the performance of work under this Agreement, Contractor will provide for the safety needs of its

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employees and will be responsible for maintaining the standards necessary to minimize health and safety hazards.

19. JURISDICTION AND VENUE. This Agreement shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue of any action or proceeding regarding this Agreement or performance thereof shall be in Lake County, California. Contractor waives any right of removal it might have under California Code of Civil Procedure Section 394.

20. RESIDENCY. All independent contractors providing services to County for compensation must file a State of California Form 590, certifying California residency or, in the case of a corporation, certifying that they have a permanent place of business in California.

21. NO THIRD-PARTY BENEFICIARIES. Nothing contained in this Agreement shall be construed to create, and the parties do not intend to create, any rights in or for the benefit of third parties.

22. PUBLIC RECORDS ACT. Contractor is aware that this Agreement and any documents provided to the County may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of the Contractor to clearly identify information in those documents that s/he considers to be confidential under the California Public Records Act. To the extent that the County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.