

**CONTRACT BETWEEN THE UNITED WAY OF  
MONTEREY COUNTY AND THE COUNTY OF  
MONTEREY FOR THE PROVISION OF SERVICES**

This contract for the provision of Reflective Leadership consultation services (the “Agreement”) is entered into on this 1st day of September 2023 by and between the United Way of Monterey County, a public benefit nonprofit California corporation, and the County of Monterey, a political subdivision of the State of California (“County”) (collectively, the “Parties”).

This Agreement shall support the working relationship between the COUNTY and the United Way of Monterey County, to further the mission and activities of the Monterey County Children’s Council.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Parties agree as follows:

**1. Definitions.**

- (a) “Scope of Services”: Such services as are set forth in Exhibit A and incorporated herein by this reference.
- (b) “Approved Fee Schedule”: County’s compensation rates as set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.
- (c) “Commencement Date”: September 1, 2023
- (d) “Termination Date”: June 30, 2024, unless terminated by the Parties per Section 15 below.

**2. Term.**

This Agreement will remain in effect beginning upon Commencement Date and terminating on the Termination date, unless amended, extended, or terminated as provided herein.

**3. COUNTY’s Rights and Obligations.**

- (a) **Services.** COUNTY shall perform the maintenance and repair services identified in Exhibit A, the Scope of Services.
- (b) **Insurance.** COUNTY acknowledges and represents that it is sufficiently insured for the risks it undertakes pursuant to this Agreement.

- (c) **Records.** COUNTY shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to UNITED WAY OF MONTEREY COUNTY under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to COUNTY under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of UNITED WAY OF MONTEREY COUNTY. In addition, pursuant to California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of UNITED WAY OF MONTEREY COUNTY or as part of any audit of UNITED WAY OF MONTEREY COUNTY, for a period of three (3) years after final payment under this Agreement.
- (d) **Status of Employees.** All COUNTY employees working in conjunction with UNITED WAY OF MONTEREY COUNTY and/or UNITED WAY OF MONTEREY COUNTY employees under this Agreement shall remain COUNTY employees and compensated by COUNTY and shall not have any claim or right to employment, civil service protection, salary, benefits, compensation, or claims of any kind or nature from UNITED WAY OF MONTEREY COUNTY as a result of this Agreement.

4. **UNITED WAY OF MONTEREY COUNTY's Rights and Obligations.**

- (a) **Changes to Scope of Services.** UNITED WAY OF MONTEREY COUNTY shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the Parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.
- (b) **Status of Employees.** All UNITED WAY OF MONTEREY COUNTY employees working in conjunction with COUNTY and/or COUNTY employees under this Agreement shall remain UNITED WAY OF MONTEREY COUNTY employees and compensated by UNITED WAY OF MONTEREY COUNTY and shall not have any claim or right to employment, civil service protection, salary, benefits, compensation, or claims of any kind or nature from COUNTY as a result of this Agreement.

5. **Compensation.**

- (a) UNITED WAY OF MONTEREY COUNTY agrees to compensate

COUNTY for the services provided under this Agreement and COUNTY agrees to accept payment in accordance with the Approved Budget and Payment Provisions, **Exhibit A**, in full satisfaction for such services.

- (b) COUNTY shall submit to UNITED WAY OF MONTEREY COUNTY an invoice for services performed pursuant to this Agreement. Each invoice shall identify the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. COUNTY shall include a copy of each subcontractor invoice, if any, for which reimbursement is sought in the invoice.
- (c) UNITED WAY OF MONTEREY COUNTY shall pay total amount invoiced within 30 days of receiving the invoice.
- (d) UNITED WAY OF MONTEREY COUNTY shall not withhold applicable taxes or other payroll deductions from payments made to COUNTY except as otherwise required by law. COUNTY shall be solely responsible for calculating, withholding, and paying all taxes.

**6. Mutual Indemnification.**

- (a) COUNTY shall defend, indemnify and hold harmless the UNITED WAY OF MONTEREY COUNTY, its Board of Directors, officers, agents, employees, volunteers, and assigns from and against all demands, claims, actions, liabilities, losses, damages, injuries to or death of persons, regulatory fines and/or penalties imposed by any local, state, or federal authority for breaches of such authority's regulations, and costs, including reasonable attorneys' fees, to the extent arising out of or resulting from the negligent or intentional acts or omissions of COUNTY, its officers, directors, agents, employees, assigns, contractors, or volunteers in connection with this Agreement.
- (b) UNITED WAY OF MONTEREY COUNTY shall defend, indemnify, and hold harmless COUNTY, its officers, directors, agents, employees, volunteers, and assigns from and against all demands, claims, actions, liabilities, losses, damages, injuries to or death of persons, regulatory fines and/or penalties imposed by any local, state, or federal authority for breaches of such authority's regulations, and costs, including reasonable attorney's fees, to the extent arising out of or resulting from the negligent or intentional acts or omissions of the UNITED WAY OF MONTEREY COUNTY, its Board of Directors, officers, agents, employees, assigns, contractors, or volunteers in connection with this Agreement.
- (c) It is the intention of the Parties that, where comparative fault is determined to have been contributory, principles of comparative fault will be followed

and to the extent permitted by law each party shall bear the proportionate cost of any damage attributable to the fault of that party, its officers, directors, agents, employees, assigns, contractors and volunteers.

- (d) This indemnity shall not be limited by the types and amounts of insurance or self-insurance maintained by the Parties.
- (e) Nothing in this Indemnity shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.
- (f) The provisions of this Indemnity shall survive the expiration or termination of the Agreement.

**7. Settlement of Disputes.**

The Parties will attempt in good faith to resolve any dispute or claim arising out of or in relation to this Agreement through negotiations between a director of each of the Parties with authority to settle the relevant dispute.

**8. Notices.**

All notices, demands, requests, consents, approvals, or communications from one of the Parties to another must be personally delivered or sent by facsimile to the persons set forth below or must be deemed given five (5) days after deposit in the United States mail, certified and postage prepaid, return receipt requested, and addressed as follows, or at such other address as any of the Parties may from time to time specify to the other Party in writing:

**UNITED WAY OF MONTEREY COUNTY:**

Katy Castagna  
President and CEO  
United Way Monterey County  
232 Monterey Street, Suite 200  
Salinas, CA 93901

**COUNTY:**

Elsa Mendoza Jimenez, MPH  
Director of Health Services  
Monterey County Health Department  
Behavioral Health Bureau  
1270 Natividad Rd, Ste. 107-108  
Salinas, CA 93906

**9. Governing Law.**

This Agreement and the rights and obligations of the Parties shall be governed by and construed according to the laws of the State of California. All disputes arising out of this Agreement shall be exclusively brought in Superior Court of California for the County of Monterey.

10. **Severability.**

If a court of competent jurisdiction voids or invalidates on its face any provision of this Agreement, such action does not affect the remainder of this Agreement. If a court of competent jurisdiction voids or invalidates the application of any provision of this Agreement to a person or circumstance, such action does not affect the application of the provision to other persons or circumstances.

11. **Entire Agreement.**

This Agreement, together with any attached exhibits and documents referred to in it, sets forth the entire agreement of the Parties with respect to its subject matter and supersedes all prior discussions, negotiations, understandings, or agreements relating to the subject matter of this Agreement. No alteration or variation of this instrument is valid or binding unless contained in an amendment in accordance with the provisions in this Agreement.

12. **Construction.**

The Parties agree and acknowledge they have had sufficient opportunity to consult counsel of their choosing in the negotiation and preparation of this Agreement, have carefully read and understand this Agreement, and have voluntarily and without undue influence or duress entered into this Agreement. The provisions of this Agreement shall be construed as a whole and not strictly for or against any of the Parties.

13. **Waiver.**

No waiver by any of the Parties of any breach of any term or provision of this Agreement shall be deemed, nor will be, a waiver of any preceding, concurrent, or succeeding breach of the same or any other term of provision hereof.

14. **Amendment.**

The Parties may amend this Agreement only by mutual written agreement.

15. **Termination.**

This Agreement, and the rights and obligations of the Parties, may be terminated by either party upon 14 days' written notice, except that liability for acts or omissions occurring before such termination shall survive the termination.

16. **Successors and Assigns.**

The covenants, terms, conditions, and restrictions of this Agreement are binding upon, and inure to the benefit of, the Parties and their respective personal representatives, heirs, successors, and assigns. A Party may not assign its rights, interests, obligations, or duties under this Agreement without the express written consent of the other Party.

17. **Headings.**

The headings in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and have no effect upon its construction or interpretation.

18. **Counterparts; Electronic Signatures.**

The Parties may execute this instrument in two or more counterparts, which must, in the aggregate, be signed by all Parties, and each counterpart shall be deemed an original instrument as against any Party who has signed it. The Parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, “electronic signature” shall include faxed or emailed versions of an original signature, electronically scanned and transmitted versions (e.g., via pdf) of an original signature, or a digital signature.

*[Signature Page to immediately follow]*

**IN WITNESS WHEREOF**, each Party represents and warrants that its undersigned signatories have the authority to and do hereby execute this Agreement as follows:

United Way of Monterey County

County of Monterey

By: \_\_\_\_\_  
*Signature*

By: \_\_\_\_\_  
*Signature*

Printed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Approved as to form:**

By: \_\_\_\_\_  
UNITED WAY OF  
MONTEREY COUNTY  
Counsel

DocuSigned by:  
*Shane Eben Strong*  
0624564F383643C...  
Office of COUNTY Counsel

Date: \_\_\_\_\_

Date: 4/11/2024 | 3:08 PM PDT

**EXHIBIT A**  
**Scope of Work**

**PURPOSE**

The purpose of this Agreement is to provide consulting for Reflective Practice Support to Monterey County Children's Council.

**A. SCOPE OF SERVICES**

County shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

**A.1 SCOPE OF WORK**

Monterey County Children's Council (MCCC) is a local council that provides leadership and policy direction to encourage the development of a comprehensive and collaborative delivery system of services to children and youth in Monterey County. The Council has committed to embed reflective leadership practice within all the work that is carried out and to support the leadership that make up the Council membership in developing and utilizing reflective leadership skills. To further this effort, the MCCC has engaged with **County** to provided Reflective Leadership facilitation during all MCCC meetings.

County will provide:

- Reflective Leadership consultation and planning at monthly MCCC Executive Team meetings
- Reflective Leadership facilitation at monthly MCCC meetings

**B. PAYMENT PROVISIONS**

**B.1 COMPENSATION/ PAYMENT**

The Contractor shall pay an amount not to exceed ten thousand dollars (**\$10,000.00**) for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work.

CONTRACTOR'S compensation for services rendered shall be based on the following budget, rates, and in accordance with the following terms:

**B.2 BUDGET**

<b><u>Budget Line Item</u></b>	<b><u>Budget Amount</u></b>
September 2023 – January 2024	\$5,000.00
February 2024 – June 2024	\$5,000.00
<b>TOTAL</b>	<b>\$10,000.00</b>

### **B.3 CONTRACTOR'S BILLING PROCEDURES**

COUNTY shall invoice CONTRACTOR within thirty (30) days of the previous billing cycle or upon execution of the agreement. Expenses may only be incurred prior to June 30, 2024.