

**COMMUNITY FOUNDATION FOR MONTEREY COUNTY  
STANDARD AGREEMENT FOR PROFESSIONAL SERVICES**

**Contract Number:** 2015-0008

**Contract Date:** August 1, 2015

**Contractor:**

Name: County of Monterey on behalf of the Monterey County Health Department  
(hereinafter "Contractor")

Address: 1270 Natividad Road, Salinas, CA 93906

Telephone: (831) 755-4586

Fax: (831) 755-4565

E-mail: [morenoEL@co.monterey.ca.us](mailto:morenoEL@co.monterey.ca.us)

Tax I.D. Number: on file

**Designated Community Foundation Representative:**

Lynn Bentaleb, Program Officer

Phone: (831) 375-9712 ext. 111 fax: (831) 375-4731

e-mail: [lynnb@cfmco.org](mailto:lynnb@cfmco.org)

**Funding Source:** Girls' Health in Girls' Hands (GHGH)

**Project Title:** Administration support for Girls' Health in Girls' Hands (GHGH)

**Description of Contractor's Services ("Services"):** The Contractor will manage the administrative needs of GHGH. This includes hiring a program coordinator, paying all expenses for the program, submitting grant applications to CFMC for funding and reporting grant progress to various foundations.

See Attachment A for Tasks Lists.

**Contract Term:** Commencing August 1, 2015 and expiring June 30, 2018.

**Contract Amount:** Total amount payable by the Community Foundation to the Contractor under this agreement shall not exceed the sum of \$400,000 for Girls' Health in Girls' Hands per year and is contingent on amount of funding received for the program.

**Work Schedule:** Contractor shall perform the Services in accordance with the Scopes of Work (tasks/deliverables) in Attachment A. Payment will be made in June of each year to include all the funding received to date for GHGH. Subsequent payments will be made if grants are received at different points in the year.

**Fees:** Contractor shall be paid for performing the Services in accordance with the Fees for each task/deliverable listed in the Work and Payment Schedule in Attachments A. The Community Foundation will take an administrative fee of 2% of all grants received for our role as fiscal agent of grant disbursement.

**Reimbursable Expenses:** Contractor/Consultant is expected to cover regular costs for local travel as approved by County's "Travel Policy" and materials incurred in the course of consulting services. Any extraordinary expenses will be reimbursed only with prior approval.

**Payment Terms:** Contractor shall be paid within thirty (30) days following receipt of Contractor's invoice per the Scopes of Work in Attachments A.

**Attachments included in this Contract:**

Attachment A: Scope of Work for Girls' Health in Girls' Hands

**Terms and Conditions:**

1. **Agreement.** This Standard Services Contract (this "Contract") is entered into, by, and between the Community Foundation for Monterey County (the "Foundation") and the contractor named above (the "Contractor") as of the Contract Date indicated above and consists of this document and the Attachments and Contract Documents identified above. Contractor hereby agrees to perform the Services for the Foundation, subject to the terms and conditions of this Contract.
2. **Term.** The Contract Term is set forth above.
3. **Compensation.** The Foundation shall pay Contractor the Fees set forth above in full compensation for the performance of the Services, as described in Attachments A.
4. **Expenses.** The Foundation will reimburse Contractor for those costs and expenses actually incurred in performing the Services which are specifically itemized above and reflected in Attachments A. Except as so itemized, Contractor shall be responsible for all other costs and expenses in performing the Services, including, but not limited to, costs of transportation, office, telephone, materials and supplies, equipment and entertainment, and all other costs of doing business. Reimbursements shall be billed on Contractor's invoices for Fees and paid within thirty (30) days following receipt of invoice.
5. **Independent Contractor.** The relationship between the Contractor and the Foundation established by this Contract is that of an independent contractor, not one of employment, agency, partnership or joint venture, and nothing in this Contract shall be construed otherwise. Contractor shall supply all tools and instrumentalities required to perform the Services. Contractor shall be solely responsible for health and medical coverage, Social Security, workers' compensation and other taxes and withholdings for himself, herself, and/or any employees. The Foundation shall make no withholdings from payments due Contractor or contributions on behalf of Contractor or Contractor's employees pursuant to this Contract. Upon execution of this Contract, Contractor shall submit a Form W-9, Request for Taxpayer Identification Number and Certification, to the Foundation.
6. **Authority.** Neither Contractor nor any of his/her agents or employees shall act on behalf of or in the name of the Foundation except as provided in this Contract or unless authorized in writing by the Foundation Representative.
7. **Ownership Rights.** All programs, documents, reports, and other materials developed by Contractor pursuant to this Contract shall belong to the Foundation and may be used by the Foundation for any purpose without further compensation to Contractor. Contractor hereby assigns the copyright to these materials to the Foundation. The Foundation's programs, copyrighted works, and other materials shall remain the property of the Foundation and shall be used by contractor only for the specific purpose of performing the Services. Contractor shall not use or copy the Foundation's materials for any other project or purpose, except with the prior written consent of the Foundation. Materials previously copyrighted by the Contractor may be used in the activities of this contract, with credits noted as appropriate.
8. **Confidentiality.** Contractor shall treat as confidential and not disclose to third persons, except his/her subcontractors and suppliers as is necessary to perform the Services, or use for his/her own

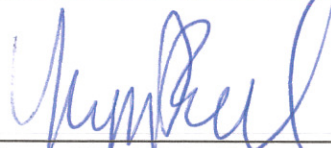
or another's benefit, any information, discoveries, production methods, and the like which may be disclosed to Contractor in connection with the Services and which are identified by the Foundation or are known by Contractor to be confidential or proprietary to the Foundation.

9. **Termination.** In the event of a default in a material condition of this Contract, the non-defaulting party may terminate this Contract without liability, if the default has not been cured within thirty (30) days following written notice of the default to the defaulting party. The Foundation or the Contractor may terminate this Contract without liability by written notice if either party has failed to perform the Services in accordance with the Work Schedule. The Foundation or the Contractor may also terminate this Contract at any time for any reason with a thirty (30) day written notice. In such case, Contractor shall immediately cease performing the Services, and the Foundation shall pay Contractor for the reasonable value of the Services performed to date, taking into account any payments already made to Contractor. Contractor shall deliver to the Foundation any materials developed pursuant to this Contract and return any property loaned by the Foundation. All rights to these materials shall belong to the Foundation pursuant to paragraph 7 above. The provisions of paragraphs 7 through 12 shall survive termination of this Contract.
10. **Liability – Mutual Indemnification.** Contractor and the Foundation agree to defend, indemnify and hold harmless each organization's respective officers, directors, agents, and employees from and against all claims of damages, losses, and expenses, including reasonable attorneys' fees, arising from the other party's performance of Services, including, but not limited to, any claim of copyright infringement.
11. **Insurance Requirements:** Contractor will provide an S.I.R. or Certificate of Insurance showing proof of: General Liability, Automobile Liability, Professional Liability and Workers' Compensation insurance coverage. *On a separate endorsement for the General Liability Insurance, Contractor shall name the "Community Foundation for Monterey County, its officers, agents and employees" as additional insureds with respect to services being provided including ongoing and completed operations and maintain in full force and effect, during the term of this Agreement.*
12. **Dispute Resolution.** The parties agree to attempt in good faith to resolve any dispute relating to this Contract. If they are unable to do so, they agree to endeavor first to settle the dispute by mediation administered by the American Arbitration Association ("AAA") under its Commercial Mediation Rules before resorting to arbitration. Any unresolved controversy or claim relating to this Contract or its breach or any question of arbitrability shall be settled by binding arbitration administered by the AAA under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. Any such mediation or arbitration shall be held in Monterey, California, unless another location is mutually agreed upon.
13. **Miscellaneous.** This is the entire agreement between the parties on the subject matter and may not be modified except in writing signed by both parties. This Contract shall apply to and be binding upon the heirs, personal representatives, successors, and assigns of the parties. The rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California. Neither party shall assign this Contract or any obligations thereunder without the express written consent of the other. In any action to enforce or interpret this Contract, the prevailing party will be entitled to recover its reasonable attorneys' fees from the other party.

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**COMMUNITY FOUNDATION FOR MONTEREY COUNTY**

Representative:

  
\_\_\_\_\_  
Lynn Bentaleb, Program Officer

7/14/15  
\_\_\_\_\_  
Date

President/CEO:

  
\_\_\_\_\_  
Daniel R. Baldwin, President/CEO

7/14/15  
\_\_\_\_\_  
Date

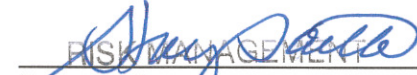
**CONTRACTOR: COUNTY OF MONTEREY ON BEHALF OF  
THE MONTEREY COUNTY HEALTH DEPARMTENT**

Director of Health:

\_\_\_\_\_  
Ray Bullick, Director of Health

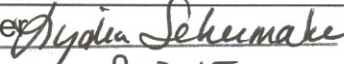
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Date

Legal Form:

  
\_\_\_\_\_  
~~Deputy County Counsel~~  
APPROVED AS TO INDEMNITY/  
INSURANCE LANGUAGE

7/31/15  
\_\_\_\_\_  
Date

Liability Provisions:

Risk Manager  
By:   
Date: 8-3-15

\_\_\_\_\_  
Date

Fiscal Provisions:

  
\_\_\_\_\_  
Auditor-Controller

8-4-15  
\_\_\_\_\_  
Date

**ATTACHMENT A**  
**SCOPE OF WORK**  
**August 1, 2015 – June 30, 2018**

**Girls' Health in Girls' Hands (GHGH) – Administrative Support**

The Contractor for the Community Foundation for Monterey County will be responsible, in coordination with staff of the Community Foundation for Monterey County (CFMC), for the tasks and deliverables described.

**MCHD – Serves as “backbone” for collaborative**

- Hires, manages and houses GHGH coordinator and interns
- Supports HUB and PLN (annual planning, communications and information management)
- With HUB, develops and monitors annual and multi-year budgets; produces regular financial reports
- Administers and oversees contracts with vendors (including evaluation, training, facilities, etc.)
- Negotiates & monitors MOU (scope of work) with collaborating agencies
- Solicits, writes and reports on GHGH grants
- Receives federal & other grants (non-local)
- With CFMC, manages funder relations
- Supports Coordinator in managing GHGH communications, community relations & promotion

**Coordinator (Full-Time) – Staffs HUB, PLN and GLN**

- Coordinates HUB/PLN support for planning and executing meetings and events
- Handles meeting, training and event logistics
- Maintains close relationship with collaborating agencies to develop annual scope of work, and support and troubleshoot their activities
- Primarily responsible for organizing and managing GLN, planning and executing summit, overseeing girls advocacy activities and coordination of girls' leadership activities with agencies
- Manages GHGH communications, community relations & promotion activities including maintenance of website, press and media relations, preparation of brochures and other print/digital collateral
- Manages evaluation including coordination with agencies
- Supervises interns

**CFMC -- Receives/distributes grants and promotes GHGH**

- Receives grants (foundation, business & individual contributions)  
Disburses to collaborating agencies, when necessary  
Grant to MCHD for admin of GHGH
- Partners with MCHD for grant submittal, monitoring & reporting
- Promotes GHGH with Women's Fund and in CFMC communications
- Participate on HUB

Definitions:

HUB: Decision making group comprised of representations from each partner agency, CFMC and Women's Fund

PLN: Practioner Learning Network, the educators who work directly with the girl programs

GLN: Girls Leadership Network, a representative leadership group from each partner agency