

AGREEMENT FOR SERVICES #3415

THIS AGREEMENT made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Cooperative Personnel Services, dba CPS HR Consulting, a California Joint Powers Agency, duly qualified to conduct business in the State of California, whose principal place of business is 2450 Del Paso Road, Suite 220, Sacramento, CA 95834, (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, County has determined that it is necessary to obtain a Contractor to design, facilitate, and document an update to the County's existing Strategic Plan; and

WHEREAS, Contractor has represented to County that it is specially trained, experienced, expert and competent to perform the special services required hereunder and County has determined to rely upon such representations; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

WHEREAS, County has determined that the provision of these services provided by Contractor is in the public's best interest, and that these services are more economically and feasibly performed by outside independent Contractors as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000;

NOW, THEREFORE, County and Contractor mutually agree as follows:

ARTICLE I

Scope of Services: Contractor agrees to furnish the personnel and equipment necessary to design, facilitate, and document an update to the County's Strategic Plan that will result in a draft five (5) year Strategic Plan. Services shall be in accordance with Exhibit "A," marked "Statement of Work," incorporated herein and made by reference a part hereof.

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall expire June 30, 2019.

ARTICLE III

Compensation for Services: For services provided herein, including any deliverables that may be identified herein, County agrees to pay Contractor upon the satisfactory completion and County's acceptance of work, monthly in arrears and within forty-five (45) days following the County's receipt and approval of itemized invoice(s) identifying services rendered.

For the purposes of this Agreement, the billing rate shall be in accordance with Exhibit "B," marked "Cost Proposal," incorporated herein and made by reference a part hereof.

Total amount of this Agreement shall not exceed \$29,900.00, inclusive of all costs and expenses.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces and on any enclosures or backup documentation. Copies of documentation attached to invoices shall reflect Contractor's charges for the specific services billed on those invoices. Invoices shall be mailed to County at the following address:

County of El Dorado
Chief Administrative Office
330 Fair Lane
Placerville, California 95667

or to such other location as County directs.

In the event that Contractor fails to deliver the documents or other deliverables required by the individual Work Orders issued pursuant to this Agreement, County at its sole option may delay the monthly payment for the period of time of the delay, cease all payments until such time as the deliverables are received, or proceed as set forth herein below in ARTICLE XI, Default, Termination, and Cancellation.

ARTICLE IV

Taxes: Contractor certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Contractor to County. Contractor agrees that it shall not default on any obligations to County during the term of this Agreement.

ARTICLE V

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE VI

Contractor to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Contractor shall act as Contractor only to County and shall not act as Contractor to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Contractor's responsibilities to County during term hereof.

ARTICLE VII

Assignment and Delegation: Contractor is engaged by County for its unique qualifications and skills as well as those of its personnel. Contractor shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

ARTICLE VIII

Independent Contractor/Liability: Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, associates, and subContractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Contractor shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Contractor or its employees.

ARTICLE IX

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE X

Audit by California State Auditor: Contractor acknowledges that if total compensation under this agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code §8546.7. In order to facilitate these potential examinations and audits, Contractor shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

ARTICLE XI

Default, Termination, and Cancellation:

- A. Default: Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.

Notice given under this section 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 period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

- B. Bankruptcy: This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.

- C. **Ceasing Performance:** County may terminate this Agreement in the event Contractor ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. **Termination or Cancellation without Cause:** County may terminate this Agreement in whole or in part upon seven (7) calendar days written notice by County without cause. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Contractor, and for such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise.

ARTICLE XII

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be addressed as follows:

COUNTY OF EL DORADO
Chief Administrative Office
330 Fair Lane
Placerville, CA 95667
ATTN: Don Ashton, MPA, Chief Administrative Officer

or to such other location as the County directs.

with a carbon copy to

COUNTY OF EL DORADO
Chief Administrative Office
Procurement and Contracts Division
330 Fair Lane
Placerville, CA 95667
ATTN: Purchasing Agent

Notices to Contractor shall be addressed as follows:

CPS HR CONSULTING
2450 Del Paso Road, Suite 220
Sacramento, CA 95834
ATTN: Ron McLerren

or to such other location as the Contractor directs.

ARTICLE XIII

Change of Address: In the event of a change in address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor shall notify County in writing pursuant to the provisions contained in this Agreement under the Article titled "Notice to Parties". Said notice shall become part of this Agreement upon acknowledgment in writing by the County Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE XIV

Indemnity: The Contractor shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Contractor's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Contractor, subContractor(s) and employee(s) of any of these, except for the sole, or active negligence of the County, its officers and employees, or as expressly prescribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XV

Insurance: Contractor shall provide proof of a policy of insurance satisfactory to the County of El Dorado Risk Manager and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000.00 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.
- D. In the event Contractor is a licensed professional or professional consultant, and is performing professional services under this Agreement, professional liability is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. Contractor shall furnish a certificate of insurance satisfactory to the County of El Dorado Risk Manager as evidence that the insurance required above is being maintained.

- F. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- G. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
1. The insurer will not cancel the insured's coverage without prior written notice to County, and;
 2. The County of El Dorado, its officers, officials, employees and volunteers are included as additional insured on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.

- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for protection of the County.

ARTICLE XVI

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Contractor under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XVII

Interest of Contractor: Contractor covenants that Contractor presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by Contractor.

ARTICLE XVIII

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Contractor attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this contract and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Contractor relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in the Article in the Agreement titled, "Default, Termination and Cancellation".

ARTICLE XIX

Nondiscrimination:

- A. County may require Contractor's services on projects involving funding from various state and/or federal agencies, and as a consequence, Contractor shall comply with all applicable nondiscrimination statutes and regulations during the performance of this

Agreement including but not limited to the following: Contractor and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex; Contractor shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Contractor and its employees and representatives shall give written notice of their obligations under this clause as required by law.

- B. Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Contractor's signature shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

ARTICLE XX

California Residency (Form 590): If Contractor is a California resident, Contractors must file a State of California Form 590, certifying its California residency or, in the case of a corporation, certifying that it has a permanent place of business in California. The Contractor will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to the Contractor during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

ARTICLE XXI

Nonresident Withholding: If Contractor is not a California resident, Contractor shall provide documentation that the State of California has granted a withholding exemption or authorized reduced withholding prior to execution of this Agreement or County shall withhold seven (7%) percent of each payment made to the Contractor during term of the Agreement as required by law. This requirement applies to any agreement/contract exceeding \$1,500.00. Contractor shall indemnify and hold the County harmless for any action taken by the California Franchise Tax Board.

ARTICLE XXII

Taxpayer Identification Number (Form W-9): All independent Contractors or corporations providing services to the County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

ARTICLE XXIII

County Business License: It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070.

ARTICLE XXIV

Licenses: Contractor hereby represents and warrants that Contractor and any of its subcontractors employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Contractor and its subcontractors to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Contractor and its subcontractors shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

ARTICLE XXV

Administrator: The County Officer or employee with responsibility for administering this Agreement is Don Ashton, MPA, Chief Administrative Officer, or successor.

ARTICLE XXVI

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

ARTICLE XXVII

Partial Invalidity: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XXVIII

Venue: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

ARTICLE XXIX

No Third Party Beneficiaries: Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this agreement.

ARTICLE XXX

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

Requesting Contract Administrator and Department Head Concurrence:

By: _____ Dated: _____
Don Ashton, MPA
Chief Administrative Officer

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____ Dated: _____
Purchasing Agent
Chief Administrative Office
"County"

-- CONTRACTOR --

CPS HR CONSULTING
A CALIFORNIA JOINT POWERS AGENCY

By: _____ Dated: _____
Sandy MacDonald-Hopp
Chief Financial Officer
"Contractor"

Exhibit A

Statement of Work

All changes to this SOW must be mutually agreed to and executed in writing by duly authorized representatives of both parties as an amendment to this SOW. Capitalized terms used herein shall have the meanings ascribed to them in the Agreement. The goal of this engagement is to provide facilitation and expertise to assist the County in updating the County Strategic Plan.

1. SERVICES: CPS HR will design, facilitate and document an update to the County's existing strategic plan that results in an update to the County's Strategic Plan. This process will include three phases:
 - a. Review of organizational information and outline the overall process with the Strategic Plan update sub-committee (Karl Weiland, Don Semon, Patricia Charles-Heathers, Don Ashton).
 - b. Facilitation of interviews with Board members, Department Heads, and Program Managers and the public.
 - c. Prepare a draft update and participate in the adoption process.

The purpose is to provide the County with a strategic direction within the framework of the existing Mission, Vision, Values and five Goals, for the next five (5) years with more specific objectives and action items for year one (1). This work will take place starting upon final execution by both parties hereto, and will conclude no later than June 30, 2019.

Approach and Methodology

CPS' approach to facilitation is to be inclusive as we move the group productively from one agenda topic to the next, ensuring speakers and participants are engaged, stay on track, and

have the opportunity to ask questions and contribute feedback as the facilitator steers them toward an outcome. The CPS HR Facilitator, Ron McLerren, will ensure balanced participation, guide the group through a structured decision-making process, and ensure the group input results in an actionable deliverable.

This work will be accomplished in three (3) phases.

Phase 1: Assessment and Document Review

Pre-meeting:

Prior to the Department Director meeting, meet with the Strategic Plan sub-committee (Don Ashton, Karl Weiland, Patricia Charles-Heathers and Don Semon), and review the existing strategic plan and organizational documents, which will be provided in advance, to gain a better understanding of the business environment, current climate, and the sub-committee's vision for the future. This review will provide the necessary context to tighten up the facilitation framework and ground the planning sessions in organizational realities. *(Approximate 3 hours for review)*

Using his facilitation expertise and knowledge of what needs to be accomplished, Facilitator will finalize the design of the strategic planning update process that allows the participants to move forward with a shared vision and an individual understanding of their role in the future success of the organization.

Deliverable: Finalized strategic planning framework for thirteen (13) team meetings.

Phase 2: Facilitation

Working from the framework, Facilitator will facilitate the following sessions focused on the development of an updated draft strategic plan for the County. The anticipated structure of each session is described below. CPS HR will document each session as it occurs and produce notes that will be used in the creation of an updated draft five (5) year strategic plan. The five (5) year strategic plan will be within the framework of the existing Mission, Vision, Core Values and Goals of the County, emphasizing priorities and objectives that cross collaboration between the goals, with a more detailed focus on objectives and action items for year one (1).

Session 1: Interviews with individual members of the Board of Supervisors, each lasting approximately one hour.

Participants will be asked to come prepared to share their thoughts on:

1. What are their thoughts on the five Strategic Plan goals of Public Safety, Healthy Communities, Good Governance, Infrastructure and Economic Development.
2. What are their thoughts relative to the relationship between each of the Goals, the level of collaboration that existing within each goal, as well as the level of collaboration across each goal.
3. What does each Board member feel are the top three strengths and weaknesses of the County?
4. What does each Board member feel are the top three to five priorities for the County?

Session 2: Interviews with Department Heads from each of the four functional groups (e.g. Law & Justice, Land Use (including the Water Agency), Health & Human Services (including the Office of Education) and General Government).
(Approximately 3-4 hours for each of the four meetings)

Participants will be asked to come prepared to share their thoughts on:

1. What are each groups thoughts relative to the five Strategic Plan goals of Public Safety, Healthy Communities, Good Governance, Infrastructure and Economic Development, including the definition of each goal.
2. What are their thoughts relative to the relationship between each of the Goals, the level of collaboration that existing within each goal, as well as the level of collaboration across each goal.
3. What does each Functional Group of Department Heads feel are the top three strengths and weaknesses of the County?

Session 3: Interviews with program managers from each of the four functional groups (e.g, Law & Justice, Health & Human Services, General Government, Land Use).
(Approximately 3-4 hours for each of the four meetings)

Participants will be asked to come prepared to share their thoughts on:

1. What are each groups thoughts relative to the five Strategic Plan goals of Public Safety, Healthy Communities, Good Governance, Infrastructure and Economic Development, including the definition of each goal.
2. What are their thoughts relative to the relationship between each of the Goals, the level of collaboration that existing within each goal, as well as the level of collaboration across each goal.

3. What does each Functional Group of Program Managers feel are the top three strengths and weaknesses of the County?

Session 4: Upon completion of a draft strategic plan, Facilitator will facilitate a public workshop with all stakeholders identified above (e.g, Board Members, Department Heads and Program Managers invited to participate, as well as members of the public, for the Board to receive input and make necessary adjustments. *(Approximately 3 – 4 hours)*

The purpose of this session is to review the details of changes to the existing plan that have been developed through this facilitated process, adding information and making any necessary changes before the plan is more formally defined.

Phase 3: Complete of draft strategic plan and presentation to Board of Supervisors for adoption.

During this phase, Facilitator will present the draft strategic plan to the Board of Supervisors at a regularly scheduled meeting for approval and adoption (Approximately 2 hours)

Clarification of Terms

Communication and decision-making norms: How we will treat each other and ourselves so that we can be as productive and focused as possible during our time together.

Core Focus: Formal expression that aligns the team and outside stakeholders around the primary reason the County exists and the work it must complete to be as effective as possible delivering on its promise.

Five (5) Year Picture: Clarifies and aligns the team around the essential question, “Where is the County headed and what will it look like when it is serving clients and operating at peak performance in December 2023.

Objectives: These are the statements that are measurable and trackable and indicate what the department will accomplish in any given year.

Action Plans: A clearly written plan for each objective stating the tasks that will be completed to achieve the objective. Action plans include by whom, by when and how.

Big Rocks: Rocks are the projects, implementations, strategies, tasks or work that “really matter” and must be completed in order for the team to meet its annual goals. They are the things that are not likely to change or shift (although certainly may). Agreement on Rocks helps with how resources are prioritized and reduces conflict over resource prioritization. Rocks are identified by quarter. Although we identify Rocks for year two (2) and year three (3), it is recommended that this process is revisited annually through the life of the plan. The primary focus in this process is on year one (1) Rocks.

Issues List: An evolving list that documents roadblocks, barriers or problems that may stand in the way of success and can be tackled more than 90 days in the future (i.e., not immediate). The list will be built from statements team members make such as, “We can’t get that done because”, or “We will have to find the budget for that” or other such statements that can derail forward progress if the team gets into problem exploration mode versus identifying what needs to be accomplished. At the end of the strategic planning session the issues list will get prioritized and be used as an ongoing tool to keep all issues and concerns visible and in the discussion. It is recommended that the Issues List be revisited, discussed and updated monthly leadership team meetings. This develops a practice of positive, proactive problem-solving.

CLIENT RESPONSIBILITIES

- a. Client must timely perform all those Client roles and responsibilities set forth in this SOW. Successful completion of this project within the time specified depends largely upon an effective working relationship between client and CPS HR project staff. For this reason, CPS HR requests that Client designate an individual to coordination communication, meetings, interview schedules and review of products within the project team. Client's Project Representative will be responsible for the following actions:
 - a. Coordinating all meeting schedules, conference calls, facilities and equipment needs.
 - b. Coordinating interview schedules and facilities and distributing project update information.
- b. Any work products developed during the activities described above will be submitted to County's Strategic Plan subcommittee for review, comment and/or approval. This is a critical step to ensure accurate, reliable and valid products, and ensure the strategic plan is a viable management tool for County staff.

Exhibit B

Cost Proposal

The costs for facilitating the strategic planning process for the County are outlined below.

Service		Hours	Cost/	Extended Price
Strategic Planning Process – Planning, Facilitation, and Documentation Services				
Phase 1: Assessment and Document Review	Meeting Facilitation	3	\$175.00	\$525.00
	Finalize Design of Strategic Planning Process	8	\$175.00	\$1,400.00
Phase 2: Facilitation	Session 1: Board of Supervisor Interviews (5)	6	\$250.00	\$1,500.00
	Summarize interview notes	3	\$175.00	\$525.00
	Preparation for Session 2	2	\$175.00	\$350.00
	Session 2: Group facilitation with department heads (4-sessions of 3-4 hours each)	12 – 16	\$250.00	\$3,000.00 - \$4,000.00
	Summarize group session notes	4	\$175.00	\$700.00
	Preparation for Session 3	4	\$175.00	\$700.00
	Session 3: Group facilitation with program managers (4-sessions of 3-4 hours each)	12 – 16	\$250.00	\$3,000.00 - \$4,000.00
	Summarize group session notes	8	\$175.00	\$1,400.00
	Draft Strategic Plan	40 – 60	\$175.00	\$7,000.00 – \$10,500.00
	Session 4: Public Meeting with all Stakeholders	4	\$250.00	\$1,000.00
	Prep and plan for public workshop	4	\$175.00	\$700.00
	Summarize notes from public meeting	2	\$175.00	\$350.00
Phase 3: Board of Supervisors Presentation	Preparation for board meeting	8	\$175.00	\$1,400.00
	Presentation	2	\$250.00	\$500.00
	Debrief and next steps	2	\$175.00	\$350.00
TOTAL				\$24,400.00 - \$29,900.00