

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

916



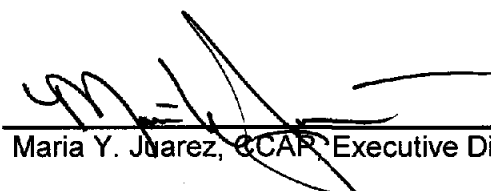
FROM: Community Action Partnership of Riverside County

SUBMITTAL DATE:
March 10, 2011

SUBJECT: Independent Board Assessment and Training Agreement with Las Vegas Clark County Urban League

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and authorize the Chairman, on behalf for the Board to sign the attached Independent Board Assessment and Training Agreement between the Las Vegas Clark County Urban League (LVCCUL) and Community Action Partnership of Riverside County (CAP Riverside), not to exceed \$13,000.
2. Approve and direct the Auditor Controller to adjust the budget as identified in the attached Schedule A.



 Maria Y. Juarez, CAP Executive Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 13,000	In Current Year Budget:	No
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	Yes
	Annual Net County Cost:	\$ 0	For Fiscal Year:	10/11

SOURCE OF FUNDS: 100% LVCCUL	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input checked="" type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

County Executive Office Signature BY: 
Debra Courmoyer

- Policy
- Policy
- Consent
- Consent

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 3/15/11
 BY: Samuel Wong
 DEPARTMENT DATE: _____
 NEAL R. KIPNIS

Dep't Recomm.:
Per Exec. Ofc.:

FROM: Community Action Partnership
of Riverside County

DATE: March 10, 2011

SUBJECT: Independent Board Assessment and Training
Agreement with Las Vegas Clark County Urban League

PAGE: 2 of 3

BACKGROUND:

LVCCUL, a Community Action Agency (CAA), issued a Request for Proposal and selected CAP Riverside to provide assessment, training and technical assistance to its board and organization. CAP Riverside has provided training and technical assistance to the community for over twenty-five years and was selected by California-Nevada Community Action Partnership to provide peer-to-peer training to other CAA's in the areas of boardsmanship, governance, planning, monitoring, evaluation, contract compliance and fiscal control.

FINANCIAL IMPACT: No County General Funds will be required.

MYJ:KS:jb

FROM: Community Action Partnership
of Riverside County

DATE: March 10, 2011

SUBJECT: Independent Board Assessment and Training
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PAGE: 2 of 3

SCHEDULE A
Community Action Partnership of Riverside County
Budget Adjustment
Fiscal Year 2010/2010

INCREASE IN APPROPRIATIONS:		
CAARC-21050-5200300000-527780	Special Program Expense	\$13,000
 INCREASE IN ESTIMATED REVENUE:		
CAARC-21050-5200300000-781360	Other Misc Revenue	\$13,000



Las Vegas Urban League
A Nevada Community Action Agency



INDEPENDENT BOARD ASSESSMENT AND TRAINING AGREEMENT

This Independent Assessment and Training Agreement (“Agreement”) is made and entered into between **Las Vegas Clark County Urban League**, whose principal address is 930 W. Owens, Las Vegas, Nevada (hereinafter “Urban League”) and Community Action Partnership of Riverside County (CAP Riverside) (hereinafter “Contractor”) whose principal address is 2038 Iowa Avenue, Suite B102, Riverside, CA 92507

The parties agree as follows:

1. **Services.** Contractor shall perform assessment and training services for Urban League as defined in **Attachment A and B** (the “Services”). The scope of Services may be modified upon the mutual written agreement of the parties by revising **Attachment A** and **Attachment B** which shall continue to be governed by the provisions of this Agreement. Contractor agrees that all Services are confidential and the exclusive property of Urban League and Contractor shall not claim any title to the Services.

2. **Reporting.** A designated representative of Contractor will report directly to the Urban League’s President of the Board or his designee or as indicated in **Attachment A and Attachment B**. The report will detail Contractor’s activities with regard to assessment and training. Among other things, Contractor’s report will identify all individuals interviewed, consulted and trained. Contractor will meet as needed with the Urban League Board President, CEO or their designees to review the quality of the services Contractor provides, and if necessary, to reevaluate the scope of the Services to be provided under the Agreement.

3. **Payment.** In consideration of Contractor performing the Services, Urban League, if satisfied with the Services, shall pay Contractor a fee of **\$13,000.00 (Thirteen Thousand Dollars)**, inclusive of all expenses. Any additional expenses must be pre-approved by the CEO. Contractor shall only provide Services under this Agreement as assigned by the Urban League. No payment shall be made to Contractor without Contractor providing an invoice which shall include the date, and a brief description of the Services provided, any pre-approved expenses incurred by Contractor in connection with the Services performed. Urban League will pay such invoice, to the extent appropriate, within fifteen (15) days after receipt.

4. **Expenses.** Contractor is responsible for its own expenses incurred to perform the Services under this agreement, except as provided above. In the event that Contractor believes it will incur Training expenses which it believes Urban League should reimburse, Contractor shall seek pre-approval from the CEO of the Urban League, prior to incurring such expenses. Expenses eligible for reimbursement shall include only those expenses identified in **Attachment A and Attachment B**. If the CEO agrees to reimburse such expenses, Contractor shall then provide a detailed description of any such expense on the invoices referenced in Paragraph 3 above, and shall submit to Urban League a receipt for any such expense. Invoices provided to Urban League related to approved expenses shall be reimbursed within fifteen (15) days of receipt.

5. **Warranties.** Contractor warrants and represents to Urban League that: (i) Contractor’s staff has the experience, skill and authority necessary to perform the Services; (ii) Contractor shall comply with all applicable federal, state and local laws, rules, regulations, codes, statutes, ordinances and orders of any governmental or regulatory authority in relation to performing the Services, including but not limited to all laws regarding equal employment opportunity; (iii) Contractor has obtained all licenses and permits required to observe and perform the terms, covenants, conditions and other provisions on Contractor’ part to be performed under this Agreement; (iv) any material or work provided by

Contractor under this Agreement shall not infringe upon any patent, trademark or copyright, or otherwise violate the rights of, any person, firm or corporation; (v) there is no actual or potential conflict of interest between the Services to be provided by Contractor under this Agreement and Contractor's family, business, financial or other interests, and Contractor shall immediately notify Urban League of any actual or potential conflict of interest of which Contractor becomes aware during the Term of this Agreement; and (vi) Contractor acknowledges that the Services shall be performed in accordance with any timetables supplied to Contractor by Urban League.

6. Term. The term of this Agreement (the "Term") shall commence on the date of the execution of this Agreement and will terminate as indicate in Attachment A or written agreement of the parties. This Agreement may be renewed by written agreement of the parties.

7. Independent Contractor. It is expressly acknowledged and agreed that Contractor is an "independent contractor" and nothing in this Agreement is intended or will be construed to create an employer/employee relationship, or to allow Urban League to exercise control or direction over the manner or method by which Contractor performs the Services which are the subject matter of this Agreement; provided always that the Services to be provided hereunder by Contractor will be provided in a manner consistent with professional standards governing such Services in the industry, the provisions of this Agreement and federal and state law. Contractor may provide services to other organizations to the extent they do not interfere with Contractor's obligations under this Agreement. Nothing herein shall be deemed to create an agency relationship between Urban League and Contractor.

8. No Benefits. Contractor acknowledges that it will not be entitled to participate in any plans, arrangements or distributions made by Urban League pertaining to or in connection with any employee benefits including, but not limited to, health, dental, life or disability insurance, pension, 401(k), stock, bonus, profit sharing, vacation, worker's compensation, unemployment compensation or other similar benefits available to regular employees of Urban League. Contractor hereby confirms that it is covered by health/medical benefits and that it will provide Urban League an insurance certificate and/or other documents verifying this insurance coverage.

9. Urban League Data. Urban League agrees to provide Contractor such documents, reports, data and other materials regarding the Urban League as the Urban League determines from time to time to be necessary for Contractor to perform the Assessment and Training Services ("Urban League Data"). **Urban League does not warrant the accuracy of any Urban League Data and will not be liable for any losses or damages incurred by Contractor arising out of or in connection with Contractor's use of the Urban League Data.**

10. Insurance. Contractor shall maintain throughout the performance of its Services insurance coverage in accordance with Urban League's insurance requirements for Independent Contractors. All insurance requirements may be met by a program of self-insurance. Upon request from Urban League, Contractor shall present a Certificate of Insurance evidencing such insurance to Urban League prior to its Services commencing.

11. Indemnification. Contractor agrees to hold Urban League and its affiliates, employees and representatives (the "Indemnified Parties") harmless against, and to indemnify the Indemnified Parties for, any and all claims, including penalties, by the Internal Revenue Service or any other taxing authority or other government agency (whether federal, state or local) which may be made against the Indemnified Parties arising out of or relating to (1) its failure to pay any taxes, (2) its taking any action which is inconsistent with its status as an independent contractor, or (3) the Indemnified Parties failure to withhold any portion of the payments referred to in Paragraph 3, above, for income or social security tax purposes. Contractor also agrees to reimburse the Indemnified Parties for any resulting payments to the Internal Revenue Service or any other taxing authority or other governmental agency that the Indemnified Parties must make, in respect of such claim. Such indemnification extends to any and all costs, including attorneys fees, costs and disbursements, incurred by the Indemnified Parties as a result of any of the above mentioned claims or as a result of an act by Contractor which is inconsistent with its status as an independent contractor, such as a filing by any representative of Contractor for unemployment insurance or worker's compensation benefits. In addition, Contractor agrees to indemnify the Indemnified Parties from any liability or cost resulting from its performance of duties pursuant to this Agreement.

Contractor shall further defend (if required by Urban League), indemnify and hold Urban League and its affiliates, and the officers, directors, employees, agents, and assigns of each (the "Indemnified Parties") harmless from and against, any and all damages, claims, demands, suits, judgments, losses or expenses (including, without limitation, attorneys' fees and the fees of other professionals) of any nature whatsoever (whether based in tort, breach of contract, product liability,

patent or copyright infringement, tax or otherwise) arising directly or indirectly from or out of: any act or omission of Contractor, its officers, directors, agents or employees; any failure of Contractor to perform the Services hereunder in accordance with generally accepted industry standards or the law; any breach of Contractor's representations as set forth in this Agreement; Contractor's failure to pay any taxes; Contractor's taking any action which is inconsistent with its status as an independent contractor (such as filing for unemployment insurance); use of any of Urban League Data; the Indemnified parties' failure to withhold any portion of the payments referred to in Paragraph 3, above, for income or social security tax purposes; or any other failure of Contractor to comply with the obligations on its part to be performed hereunder. Contractor also agrees to reimburse the Indemnified Parties for any resulting payments to the Internal Revenue Service or any other taxing authority or other governmental agency that the Indemnified Parties must make, in respect of such claim. The provisions of this paragraph shall survive the expiration or sooner termination of this Agreement.

12. Confidentiality. Both during and after the term of this Agreement, Contractor agrees to never disclose any confidential information it may receive from Urban League or that is acquired by Contractor during its work with Urban League, including the Services itself.

13. Non-Competition; Non-Exclusivity. During the term of this Agreement, Contractor will not perform or engage in any such activities, which are inconsistent, or in conflict, with any provisions herein. Contractor will advise Urban League if Contractor is contacted by a Competitor regarding any such services. Nothing in this Agreement will preclude Urban League from performing itself or retaining any other contractor to perform services that are the same or similar to the Assessment and Training Services defined herein.

14. Promotion. Contractor shall acquire no right under this Agreement to use, and Contractor shall not use, the name "Urban League" (either alone or in conjunction with or as a part of any other word or name) in any of Contractor's advertising, publicity, or promotion (including but not limited to Contractor's business cards, internet advertising and email address in any manner whatsoever without the express written approval of the Urban League. Contractor shall not broadcast or publish any advertising materials created for or on behalf of Urban League without written approval of such advertising by the Urban League. No advertising costs shall be incurred by Contractor on behalf of Urban League without the written approval of the Urban League. The provisions of this paragraph shall survive the expiration or sooner termination of this Agreement.

15. Entire Agreement; Applicable Law. This Agreement contains the entire understanding between Contractor and Urban League and supersedes all previous communications, representations, or agreements, either oral or written, between the parties relating to the subject matter of this Agreement. This Agreement will be deemed to have been accepted and signed in Las Vegas, Nevada. The validity and interpretation of this Agreement and all disputes affecting the relationship between Contractor and Urban League shall be construed according to and governed by the laws of the State of Nevada without regard to any conflicts of law provisions. Further, Contractor agrees that any disputes arising under this Agreement shall be adjudicated in Las Vegas, Nevada. This Agreement and all rights and duties herein are personal to Contractor and shall not, without Urban League's prior written approval, be assigned, mortgaged, sublicensed, or otherwise encumbered by Contractor or by operation of law.

16. Severability. If any portion of this Agreement will be declared invalid or unenforceable to any extent, the remaining provisions of this Agreement will not be affected and will be enforced to the fullest extent permitted by law.

17. Waiver of Breach. The waiver by either Urban League or Contractor of a breach of any provision of this Agreement shall not act as a waiver of any prior or subsequent breach.

18. Assignment. Neither this Agreement nor any obligations hereunder may be subcontracted, assigned or delegated by Contractor, without the prior written consent of Urban League.

19. Office Space. Urban League will provide, if necessary, Contractor with all necessary office equipment, supplies and workspace in connection with Contractor's performance of the Services. Contractor agrees that Contractor's use of the office equipment and workspace are subject to Urban League's policies, including, but not limited to overall security procedures and Urban League's Electronic Communications Policy.

20. Termination. Either party may, in its sole discretion and with or without cause, terminate this Agreement effective upon fourteen (14) days prior written notice to the other. In the event of termination, Contractor shall deliver to

Urban League all Services, including all notes, reports and documents relating to the Services, whether completed or not, and in any format or media.

In addition, upon the termination of this Agreement, Contractor acknowledges and agrees to the following conditions:

- a. Contractor will cancel any electronic or paper publication referring to its association with Urban League.
- b. Contractor will forward all documentation regarding recruitment or training to the CEO of Urban League.
- c. Contractor will abide by the requirements for non-disclosure of confidential data as described herein.

21. Inconsistencies. Any inconsistencies between this Agreement, Attachment A and Attachment B shall be resolved in favor of this Agreement, then Attachment B and finally, Attachment A.

Urban League's sole obligation and liability to Contractor, if any, shall be to pay Contractor that portion of the Fee earned by Contractor prior to the effective date of termination.

In witness whereof, the parties have caused this Agreement to be duly executed as of the date below.

**Las Vegas Clark County Urban League
(Urban League)**

Date: 11/16/10
 By: [Signature]
 (Signature)
 Name: Steven Brooks
 (Print)
 Title: President of the Board

**Community Action Partnership of Riverside
County (CAP Riverside)**

Date: _____
 By: _____
 (Signature)
 Name: _____
 (Print)
 EIN: _____

FORM APPROVED COUNTY COUNSEL
 BY: [Signature]
 NEAL R. KIPNIS DATE



ATTACHMENT A

**Las Vegas Urban League
Request for Proposal (RFP)
Board Assessment**

APPLICANT INFORMATION

a. Name, address and telephone number of the firm.

Community Action Partnership of Riverside County (CAP Riverside)
2038 Iowa Avenue, Suite B-102, Riverside, CA 92507
951-955-4900

b. Description of the firm (corporation, partnership, etc.) and year established.

Public community action agency – County of Riverside, CA. Established 1979.

c. State of incorporation, if any, and type of ownership.

N/A – County level government agency in the State of California

d. Name(s) of all partner(s), principal(s) and/or owner(s) of the firm.

County of Riverside, CA

e. Name and biography of all proposed consultants/facilitator(s).

Two of the three principle consultants are Certified Community Action Professionals (CCAPs) - - a credentialed trade certification that recognizes expertise in managing a community action agency and administering anti-poverty community programs. *Detailed resumes are available upon request.*

- 1) **Lois J. Carson, CCAP, Executive Director.** *Education:* Bachelor in English and a Master in English-Education. *Experience:* has served for 30 years as the Executive Director of Community Action Partnership of Riverside County (CAP Riverside); served as president of the California-Nevada Community Action Partnership Association (Cal-Neva), the state trade association and as Vice President and President of the National Community Action Partnership, the national trade association; led CAP Riverside to receive the 2005 Award for Excellence in Community Action, a national award based on the internationally renowned Malcolm Baldrige Award for Excellence; was honored with the “Lyndon B. Johnson Human Service Award” in 2007 by the National Community Action Partnership organization; 2007 recipient of the State of California “Woman of the Year - Assembly District 62;” has become a nationally recognized expert on public Community Action Agencies (CAA’s) and has presented workshops in Minnesota, Florida, Chicago and Boston. *Program Responsibilities:* Lead the CAP Riverside assessment team; assist with assessment of the board, especially in the area of governance; provide technical assistance as needed; assist in generating a report of findings; and use findings to develop a customized board training plan that is measurable.
- 2) **Debra P. Jackson, CCAP, Planning Division Manager.** *Education:* Masters – Leadership and Management, current Ph.D. student in Leadership and Change. *Experience:* Evaluator for all CAP Riverside programs; served on statewide development teams for standardized data collection, roll-out of national performance indicators, and evaluation process for Earned Income

Tax Credit (EITC) programs; 25 years experience in program development, monitoring, and evaluation; 10 years experience developing partner networks and collaborative; 25 years teaching and developing capacity building materials; 7 years experience using Results-Oriented Management and Accountability (ROMA) strategies to establish and evaluate program goals and outcomes. *Program Responsibilities:* Assist the CAP Riverside assessment team; assist with assessment of the board, especially in the areas of a board's responsibilities in planning and evaluation; provide technical assistance as needed; aggregate and analyze survey data; assist in generating a report of findings; and assist in developing a customized board training plan that is measurable.

3) **Kathryn Snyder, Fiscal Officer.** *Education:* Master's – Leadership and Organizational Studies; Certificate in Accounting for Government and Non-Profit Organizations. *Experience:* has supervised fiscal oversight for all CAP Riverside programs since 2007; 3 years experience requesting financial payments through the United States Health and Human Services (HHS) Payment Management System; has supervised findings-free external fiscal audits for past 3 years. *Program Responsibilities:* Assist the CAP Riverside assessment team; assist with assessment of the board, especially in area of a board's responsibilities for fiscal control; provide technical assistance as needed; assist in developing a customized board training plan that is measurable; generate fiscal reports and request financial payment from grantor.

f. Name, title and business address of person responsible for submitting this proposal.

Lois J. Carson, CCAP, Executive Director
 Community Action Partnership of Riverside County (CAP Riverside)
 2038 Iowa Avenue, Suite B-102, Riverside, CA 92507

g. Listing of proposed subcontractors, if any, and the scope of work they will perform.

None

h. A breakdown of the firm's rates, fees and charges for services including travel costs, and a proposed payment schedule.

Description	Fee
Travel Costs	
o Airfare (3-team members) \$768	
o Hotel (1 night x 3 team members) \$408	
o Per Diem (\$50/day x 2 days x 3 team members) \$300	
o Ground Transportation (shuttle, parking, mileage) \$300	
Printing Costs \$100	
Fee for Services \$8,124	
Total Fee	\$10,000
ADDITIONAL SERVICES	
1 Additional day for assessment	\$1,500
1-day Follow-Up (1 team member) (Airfare, Per Diem, Hotel, Ground Transportation, Fee for service, etc.)	\$1,500
TOTAL COST	\$13,000

Proposed Payment Schedule

50% due upon execution of a contract

50% due upon completion of Final Action Plan

- i. At least three references, including individual contact name, name of company and phone number whom the Las Vegas Urban League may contact.

Donald W. Mathis, President & CEO

Community Action Partnership
1140 Connecticut Avenue NW, Suite 1210
Washington, DC 20036
(202) 449-9774
dmathis@communityactionpartnership.com

Tim Reese, Executive Director

California/Nevada Community Action Partnership (Cal/Neva)
22530th Street, Suite 200
Sacramento, CA 95816
916-443-1721 x201
treese@cal-neva.org

Darick J. Simpson, Executive Director

Long Beach Community Action Partnership
3012 Long Beach Boulevard
Long Beach, CA 90807
(562) 216-4606
dsimpson@lbcap.org

George Robson, Executive Director

Community Action Agency of Tehama County
P.O. Box 8263
Red Bluff, CA 96080
(530) 527-6159
grobson@co.tehama.ca.us

Estela Barrera, Community Action Board Executive Director

Los Angeles County Community Action Agency
12900 Crossroads Parkway South
City of Industry, CA 91746-3411
(562) 908-3096
estelabarrera@dpss.lacounty.gov

RFP QUESTIONS

1. Summarize your experience conducting assessments and training services with Community Action Agency Boards. Include information regarding your experience providing assistance to Boards on technical areas of governance, e.g., democratic selection process for low-income members, conflict of interest policy, sub-committee structure, etc.

CAP Riverside is noted throughout the California state network of 58 CAAs and the national network of 1,100 community action agencies as an expert peer mentor. CAP Riverside has provided nationwide technical assistance in the areas of administrative, governance (board), fiscal, program development, monitoring/contract compliance, community organizing, collaboration/ network building, and marketing/outreach. CAP Riverside is also a recognized expert on public community action agencies, in the areas of the role of tri-partite boards especially public CAPs. Lois J. Carson, CAP Riverside Executive Director, has been a requested workshop presenter at several national community action conferences throughout the country on the topic of board development, board governance, roles, and responsibilities in community action.

CAP Riverside staff has been recruited through the California-Nevada Community Action Partnership (Cal-Neva) [state association] Peer-to-Peer Project to provide board training to various Cal-Neva network members. Training and technical assistance included the topics of: boardmanship; by-laws; representation of the poor (Maximum Feasible Participation); the electoral process of low-income members; strategic planning; board self-evaluations; governance; the board's role in planning, monitoring and evaluating agency services and programs; the use of Results Oriented Management and Accountability (ROMA) and National Performance Indicators (NPIs); the role of the board in administrative activities such as fiscal control, contract compliance, reporting, and outreach; and board policies such as work plans, sub-committees, conflict of interest, and advocacy. This training has been critical because many boards are unaware of their responsibilities of ensuring programmatic success and goal achievement. They often do not have a plan that allows them to participate in program evaluations or to review the results. To date, CAP Riverside has mentored four (4) Cal-Neva members: 1) Long Beach Community Action Partnership (California); 2) Community Action Agency of Tehama County (California); 3) Los Angeles County Community Action Agency (California); and 4) Las Vegas Urban League (Nevada). Agencies that have been mentored by CAP Riverside can now easily put their hands on evaluation documents and can conduct conversations about measures of success, indicators, and outcomes.

CAP Riverside is 1 of 8 out of 1,100 community action agencies nationwide to receive the National Award for Excellence in Community Action. It is the only public community action agency so honored. This industry award is based on the internationally renowned Malcolm Baldrige Award for excellent business practices and standards. These standards of excellence are noted in CAP Riverside's leadership and business practices of engaging board governance to help the agency successfully administer a \$23 million plus annual budget. Using these standards, CAP Riverside has passed local, state, and federal audits without significant findings for the past 6 years.

CAP Riverside has provided training and technical assistance to the community for over twenty-five (25) years. An official Community Action Academy was formed in 2007 to expand CAP Riverside's offering of capacity building classes in the areas of: leadership development; organizational development; program development; resource development; and community organizing. A curriculum of twenty (20) courses help local public, private, community and faith-based organizations sustain their services. CAP Riverside staff have developed course materials, templates, and presentations for each course. One of the most popular courses is board development which includes: third-party and self-assessments; roles and practices of effective board members; board member recruitment, training, retention, and governance; staying in compliance with State and Federal requirements for non-profit boards; and strategic planning.

CAP Riverside has broadened its expertise in board function by forming its own 501(c)(3) foundation, the Foundation for Economic Stability. In 2008, CAP Riverside formed the foundation for the purpose of accessing resources that are traditionally not

available to public entities. CAP Riverside utilized the best practices taught and shared through its Academy and peer mentoring to develop a strong working non-profit foundation board.

2. Description of the scope of involvement of Las Vegas Urban League staff and a list of documents that you will need for the Urban League to provide in order to complete the project.

The CAP Riverside assessment team will consist of its Executive Director (assessment of governance activities ;) the Planning Division Manager (assessment of planning and evaluation activities ;) and the Fiscal Officer (assessment of fiscal practices). The team requires, at minimum, the Las Vegas Urban League (LVUL) senior management staff and executive committee members of the board to provide information and answer questions arising from the CSBG Board Monitoring Tool (RFP Attachment B) and other recommended assessment tools. Contact will be conducted via: a two (2)-day on-site visit for interviews, small group discussions, and meetings; phone; teleconferencing; and email to provide the maximum convenience to the client. The CAP Riverside assessment team will require current copies of the following documents prior to the on-site meeting:

Board Structure and Compliance:

- Articles of Incorporation: to assess compliance with stated purpose and activities
- Internal Revenue Service Form 1023 Application for Tax-Exempt Status: to assess compliance with stated purpose and activities
- Board Handbook
- Conflict of Interest Policy
- By-Laws
- Board recruitment procedures
- Job descriptions for board members and officers
- Any written procedures, outreach materials, and election documents that facilitate recruitment of low-income representatives
- Comprehensive Board Roster (should include position on board and position in community)
- Resumes of all board members
- Roster of sub-committees with list of responsibilities and activities
- Board orientation materials and training plan
- Board Work Plan
- Strategic plan
- Detailed map of service territory
- Sample board meeting notice and 2010/2011 board and sub-committee meeting schedule
- Board packages for prior three (3) board meetings including date sent to board members
- Board minutes, sub-committee minutes, and sign-in sheets for 2009 through latest meeting

Administrative:

- Roster of staff assignments to the board and sub-committees
- 2010/2011 Community Action Plan
- Community Needs Assessment for 2010/2011 Community Action Plan
- Most recent independent audit
- Last two (2) annual Financial Statements / Balance Sheets
- Past three (3) Internal Revenue Service Form 990 Tax Returns
- Agency succession plan
- List of reports routinely shared with Board and two (2) samples of each

- Dates of last four (4) performance reviews of the Executive Director
- List of capacity building training and technical assistance desired by the board and by staff
- List of risk management tools maintained by agency (agency insurances, board insurance, employee handbook, board handbook, etc.)

3. *Indicate what additions/modifications, if any, should be made to the board assessment checklist. Indicate any additional risk factors that should be reviewed in order to safeguard the Board from potential liability, conflicts or other potentially serious issues.*

Please summarize and explain how the additions/ modifications will strengthen the assessment.

- The CSBG Board Monitoring Tool is very comprehensive and provides an excellent foundation for assessing a board.
- CAP Riverside has a board self-evaluation instrument that allows board members to provide feedback on their own and their colleagues' performance as a board. This feedback is vital to establishing a holistic perspective of the board's strengths and challenges. It is also helpful in identifying causes for challenges. For example, low attendance might be explained by a self-evaluation that indicates members believe that they do not receive clear instructions for roles, tasks, and activities, or that they do not feel fully engaged in their areas of expertise.

4. *Outline the process you will use to:*

- a) *interact with the Board during the assessment process;* CAP Riverside will go through LVUL senior management to contact board members. Contact with board members will include: face-to-face interviews during the 2-day on-site visit; attendance at a board meeting, telephone conference calls, and email.
- b) *review and finalize assessment findings with the Board;* CAP Riverside will generate and share a draft assessment / report with the Board and senior management for discussion. This discussion can be facilitated by conference call(s). A final report will be generated based on feedback on the draft report.
- c) *work with the Board to develop an action plan for addressing the assessment plan, including board training.* CAP Riverside will use its Academy Training Plan to customize a results-based action plan for the LVUL. The action plan will be a comprehensive plan that addresses not only the board but the LVUL staff that supports the board. The plan will include: recommended and desired training revealed in the final report; specific training needs; a time line; recommended resources / curriculum; an accountability plan to ensure training is achieved; and best practices for monitoring how new skills are implemented in future board and staff actions, activities, and policies. CAP Riverside will provide technical assistance, as needed, for the initial implementation of the action plan. An optional follow-up visit may be conducted three (3) months later to assess the implementation, make modifications, and provide additional technical assistance if requested.

5. *How will you identify Board strengths?* CAP Riverside will administer a Board Self-Evaluation Tool and a standard Strength Weakness Opportunity and Threat Analysis (SWOT) during the on-site assessment visit. Small group discussions will be conducted with the Board during the visit to obtain feedback on strengths and challenges and how their strengths can be utilized for maximum support.

6. *What processes will you use to review agency bylaws and work with the board on potential revision?*

CAP Riverside teaches a class on maintaining tax-exempt status. A By-Laws Compliance Checklist was developed for the class to help non-profits determine their compliance with State and Federal requirements. The checklist also provides a measure of the adequacy of the by-laws based on the level of compliance; by-laws may need to be amended if they no longer effectively facilitate goal accomplishment. The CAP Riverside assessment team will compare the current by-laws to the CSBG Board Monitoring Tool, the State of Nevada Tax Codes for Non-Profit Boards, and the By-Laws Compliance Checklist. A written analysis of the results with recommendations will be provided to the LVUL and its Board for inclusion in the final report.

7. The CSBG Act requires tripartite boards to “fully participate in the development, planning, implementation, and evaluation of the program to serve low-income communities.” Describe the systems that you think a CAA board should establish to meet this core requirement.

CAP Riverside recommends that, at minimum, a community action board have a Planning, Evaluation and Finance (PE&F) sub-committee to direct and guide the Board in areas of accountability for programs and services. The PE&F should have written responsibilities and tasks with representatives from the public, private, and low-income sectors of the board serving on the sub-committee. Since this sub-committee is a critical accountability tool, it should meet as regularly as the Executive Committee. It is recommended that planning and fiscal staff serve as support staff to the PE&F. It is also recommended that Board members, especially PE&F members, participate in program monitoring activities such as site visits.

8. An estimate of time required to complete the project and a proposed timeline of work tasks, with the date of final completion of the project.

Activity	Deliverable	Completion Date
<ul style="list-style-type: none"> ○ Obtain required documents from LVUL ○ Review documents and prepare questions for on-site assessment 	<ul style="list-style-type: none"> ○ Draft questions 	Week 1
<ul style="list-style-type: none"> ○ Conduct 2-day on-site assessment 		Week 2
<ul style="list-style-type: none"> ○ Develop and review draft report and draft action plan with LVUL staff and Board 	<ul style="list-style-type: none"> ○ Draft Report and Action Plan 	Week 3
<ul style="list-style-type: none"> ○ Final report and Action Plan ○ Provide technical assistance as required 	<ul style="list-style-type: none"> ○ Final Action Plan 	Week 4
<ul style="list-style-type: none"> ○ Follow-up visit in 90-days (Optional) 		3 months from Week 4



ATTACHMENT B

SCOPE OF CONSULTING SERVICES

Scope of Work

Phase I

The scope of work will be all inclusive of the items included in the proposal from CAP Riverside, which is attached as part of this agreement, and the following additional items:

- Include an orientation meeting with board members at the beginning of the assessment as well as an exit conference. (Question 4 of the Proposal)
- Conduct in person interviews with board members to the maximum extent possible. (Question 4 of the Proposal)
- Provide a 90 day follow-up to verify implementation of the action plan as a required activity.
- Provide information on how the SWOT analysis and board self-assessment will be used to build on board strengths. (Question 5 of the Proposal)
- Work with the Board, Board executive committee, or assigned Board subcommittee on the review and revision of by-laws. Make sure that the by-laws are compliant with CSBG requirements, discuss the options that the Board may want to consider for each by-law section and the pros and cons of each option. Provide the Board with by-law examples from other CAAs. (Question 6 of the Proposal)
- Add an additional on-site day to the assessment process.

Scope of Engagement

- I. Throughout the course of this engagement CAP Riverside will keep the Las Vegas-Clark County Urban League informed via discussions and written communication.
- II. CAP Riverside will meet with assigned Urban League Board members and staff as necessary to accomplish the tasks identified in the proposal.



III. CAP Riverside will provide both professional services and a quality product. Therefore, it is understood, agreed and so noted that no express or implied warranty of any general or specific results shall apply to the work done under this agreement.

Confidentiality

IV. Due to the confidential nature of the work, the Las Vegas-Clark County Urban League agrees to provide suitable working space for and a support team, such as accountants as required; as well as pay the cost of reproduction work, binders, supplies, training materials, and manuals directly related to the consulting engagement, with prior approval of the Director of Programs.

FEES

Las Vegas-Clark County Urban League agrees to the following:

START DATE: November 22, 2010

ENDING DATE: On or before January 31, 2011

RATE PAY: As identified in the proposal plus \$3,000 for additional work as identified above (Additional day for the assessment process and 90 day follow up).

The Las Vegas-Clark County Urban League may terminate the services or recess the engagement, at the end of any Program day by declaration of such intent to the consultant.

It is expressly agreed that the attached proposal and this printed document embodies the entire agreement of the parties in relation to the subject matter of Consulting Services to be rendered by CAP Riverside and that no other understanding or agreement, verbal or otherwise, exists between the parties, except as herein expressly set forth.

AUTHORIZED ENGAGEMENT:

Las Vegas-Clark County Urban League:

By: Steven Brooks
Title: President of Board
Date: 11/16/10
Signature: [Handwritten Signature]

CAP Riverside, Consultant:

By: _____
Title: _____
Date: _____
Signature: _____

FORWARDED COUNTY COUNSEL
DATE
BY: NEAL R. KIPNIS