

**THIS AGREEMENT** is made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), El Dorado Opportunity Knocks Continuum of Care, and The Center for Common Concerns, Inc., HomeBase, a non-profit organization, duly qualified to conduct business in the State of California, whose principal place of business is 870 Market Street, Suite 1228, San Francisco, CA 94102-2926, and whose Agent for Service of Process is *Nikka Rapkin, 5659 Genoa Street, San Francisco, CA 94608*, (hereinafter referred to as "Consultant");

### RECITALS

**WHEREAS**, County, acting as the Administrative Entity on behalf of the El Dorado Opportunity Knocks Continuum of Care (CoC), and the CoC have determined that it is necessary to obtain a Consultant to provide strategic and practical technical assistance, informed by national best-and-emerging practices, to the community collaborative known as the CoC and to County staff in support of the Homeless Program; and

**WHEREAS**, a component of this assistance shall be a goal of identifying and focusing the CoC's attention on necessary improvements to a Coordinated Entry System (CES) to identify, assess and prioritize homeless individuals and families for housing and services based on vulnerability and severity of need (also called the homeless system of care, or Coordinated Entry); and

**WHEREAS**, Consultant 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 such services provided by Contractor are in the public's best interest and that there are specialty skills, qualifications, and equipment not expressly identified in County classifications involved in the performance of the work in accordance with El Dorado County Ordinance Code, Chapter 3.13.030(b), El Dorado County Charter, Section 210(b)(6), and/or Government Code Section 31000;

**NOW, THEREFORE**, County, Continuum of Care Board of Directors, and Consultant mutually agree as follows:

## ARTICLE I

### Scope of Services:

#### A. Continuum of Care Activities:

1. Support of Housing and Urban Development (HUD) eligible activities:
  - a. Assist the CoC to meet all Homeless Emergency Assistance and Rapid Transition to Housing Act (HEARTH) requirements, including:
    - i. Continued implementation of a coordinated entry system and system-wide performance measurement;
    - ii. Facilitate the submission of the CoC Program consolidated application, including the local competition process. Work in conjunction with new County Homeless Program Staff and CoC Board to gather information and compile answers for the 2021 CoC Consolidated application, including preparation of required attachments. Train appropriate entities on local competition process.
    - iii. Work with County staff, Board members, and community stakeholders to address systemic challenges in preparation for 2021 CoC Program competition cycle, including providing CoC trainings, developing strategies to respond to system gaps, and implementing such strategies
2. Ongoing support for the CoC Board, General Membership and Committees (hereinafter referred to as CoC Members)
  - a. Provide training and support to the CoC Members:
    - i. To promote transparency and community participation;
    - ii. To maintain records and correspondence for each body, including meeting minutes, service contracts, and all CoC documents (Governance Charter, Policies and Procedures, CoC Notice of Funding Award submissions, etc). CoC officers will continue to take minutes, send announcements and monitor EDOK email accounts. HomeBase will train appropriate staff or officer on website management as well as various HUD portals;
    - iii. To help ensure that appropriate membership is maintained in each body and that members are trained to carry out their functions;
    - iv. To help ensure that the CoC is implementing all HUD requirements and provide best practices research and case studies to support CoC planning and program development, and positioning of the CoC program competition. Provide technical assistance via e-mail, meeting, or teleconference (Resource: <https://www.hudexchange.info/coc/coc-program-law-regulations-and-notices/#notices>).
  - b. Provide capacity building and training to the CoC Members, to bolster the homeless system of care, in alignment with federal and state priorities and national best practices; and
  - c. Provide technical assistance to the CoC Board regarding Coordinated Entry System services.
3. Provide training at CoC Board and general meetings in person or by video conference upon request.
4. Assist the CoC in preparation and submission of documentation in alignment with HUD requirements to increase Federal and state awards of funding. Assistance may be provided

through telephone calls, email, guidance documents, research and analysis, and review of proposed submissions. Submissions shall include but may not be limited to:

- i. System Performance Measures,
  - ii. Annual Homeless Assessment Report (AHAR)
  - iii. Grant Inventory Worksheet (GIW)
  - iv. Consolidated Application; and
5. Provide monitoring and evaluation of CoC-funded entities at the request of the CoC or County and advise the CoC on system-wide performance and evaluation.
  6. Provide technical and capacity building assistance on funding applications for the CoC Members as approved by the CoC Board; and
  7. Provide technical assistance to the CoC Board regarding competitive selection processes for subawards prepared and processed by the Administrative Entity on behalf of the CoC.
  8. Providing reports to the CoC through monthly reports to the CoC Leadership and bi-monthly staff reports to the CoC Board

#### **B. County Activities:**

1. Provide strategic support and consultation as needed on key initiatives and deliverables in support of the County's functions as the Administrative Entity for the CoC.
  - a. Provide technical assistance (TA) as requested on Federal and/or State grant applications and RFPs, memoranda of understanding, and other documents in support of CoC-related contracting.
  - b. Provide consultation on state and federal policy developments, including research, analysis, and best practice recommendations;
  - c. Support facilitation of an annual priority planning process.
2. Provide technical assistance to allow the County to meet statutory reporting requirements.
3. Provide support and technical assistance as needed to the County Homeless Program staff, including but may not be limited to:
  - a. Program design and development, including capacity building and training for staff.
  - b. Compliance with HUD requirements for HMIS management;
  - c. Provide training and technical assistance to HHSA Homeless Program staff assigned to support the CoC.
4. Reporting: Assist the County in meeting statutory reporting requirements.

#### **ARTICLE II**

**Term:** This Agreement shall become effective upon final execution by all parties hereto and shall continue through August 31, 2021, unless terminated earlier pursuant to the provisions contained herein this Agreement under the Article(s) titled, "Default, Termination, and Cancellation" or "Fiscal Considerations."

#### **ARTICLE III**

##### **Compensation for Services:**

- A. Rates:** For the purposes of this Agreement, the billing rate for services provided under this Agreement, inclusive of costs associated with travel, shall be \$115.00 per staff per hour.
- B. Invoices:** It is a requirement of this Agreement that Consultant shall submit an original invoice, similar in content and format with Exhibit A, attached hereto and incorporated by reference

herein. Copies of documentation attached to invoices shall reflect Contractor’s charges for the specific services billed on those invoices.

- C. Contractor shall submit separate invoices for services provided under **Article I - Scope of Services Continuum of Care Activities**, and **Article I - Scope of Services County Activities**.

Invoices shall be sent as follows, or as otherwise directed in writing by County:

<i>Email (preferred method):</i>	<i>U.S. Mail:</i>
<p><a href="mailto:CSinvoice@edcgov.us">CSinvoice@edcgov.us</a></p> <p>Please include in the subject line: “Contract #, Service Month, Description / Program</p>	<p>County of El Dorado Health and Human Services Agency Attn: Finance Unit 3057 Briw Road, Suite B Placerville, CA 95667-5321</p>

For services provided herein, including any deliverables that may be identified herein, Consultant shall submit invoices or services fifteen (15) days following the end of a “service month.” For billing purposes, a “service month” shall be defined as a calendar month during which Consultant provides services in accordance with the Article titled, “Scope of Services.”

For all satisfactory services provided herein, County agrees to process payments on behalf of the CoC Board from funds identified herein, and as approved in writing by CoC Board, monthly in arrears and within forty-five (45) days following the County’s receipt of itemized invoice(s) identifying services rendered. County may withhold or delay any payment if CoC Board fails to approve invoices, or Consultant fails to comply with any provision of this Agreement.

**C. Maximum Obligation:**

To meet grant funding deadlines, deliverables invoiced in accordance with Article I- Scope of Services, A. Continuum of Care Activities shall be applied first to the HEAP – CoC Allocation funding, and thereafter applied to other CoC Allocation funding sources identified herein.

<b>Funding Source</b>	<b>Description</b>	<b>Amount</b>
HEAP <sup>1</sup> - CoC Allocation	Article I – Scope of Services, A. Continuum of Care Activities	\$60,000
HHAP <sup>2</sup> - CoC Allocation	Article I – Scope of Services, A. Continuum of Care Activities	\$48,000
Whole Person Care - County Allocation	Article I – Scope of Services, B. County Activities	\$108,000
<b>Total Maximum Obligation:</b>		<b>\$216,000</b>

In the event that Contractor fails to deliver the documents or other deliverables required herein, 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

<sup>1</sup> HEAP – Homeless Emergency Aid Program Grant

<sup>2</sup> HHAP – Homeless Housing, Assistance and Prevention Grant

Article XI, "Default, Termination, and Cancellation." In no event shall County be obligated to pay Contractor for any amount above the Maximum Obligation of this Agreement.

Travel shall be in accordance with County Board of Supervisors Policy D-1 Issue date 12/13/2016, and as amended thereafter, which may be found in the Board of Supervisors Policy Manual:

<https://www.edcgov.us/Government/Auditor-Controller/accountingformsandprocedures/Documents/BOS%20Travel%20Policy.pdf#search=travel%20policy%2Ctravel%20policy> incorporated by reference herein, and shall not exceed the Travel amount identified herein. Backup documentation for travel shall include printout of MapQuest showing the route and miles shall be attached to each invoice.

#### **ARTICLE IV**

**Taxes:** Consultant certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Consultant to County. Consultant 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**

**Consultant 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, Consultant shall act as Consultant only to County and shall not act as Consultant 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 Consultant's responsibilities to County during term hereof.

#### **ARTICLE VII**

**Assignment and Delegation:** Consultant is engaged by County for its unique qualifications and skills as well as those of its personnel. Consultant 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 Consultant/Liability:** Consultant 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. Consultant 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.

Consultant 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 Consultant 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:** Consultant 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, Consultant 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**

### **Audits, Compliance, and Monitoring:**

- A. Contractor shall provide a copy of any Audit to County within thirty (30) days of completion of said audit.
- B. Audits and compliance monitoring by any representative of the Federal government, State government, or County may include the review of any and all terms related to this Agreement #5086. Audits or monitoring by the County may be performed by way of annual Contract Monitoring Surveys. Contractors receiving a Contract Monitoring Survey shall, within sixty (60) days of receipt, complete and return the survey along with all documentation, details, and

supporting materials required by the survey or otherwise necessary for the County to verify compliance with the terms and conditions of the Agreement. Failure to return the survey within the specified time period may result in the withholding of payment from the Contractor until such time as compliance with the terms of the Agreement can be verified. Verifying compliance may necessitate additional on-site reviews should information submitted by the Contractor be deemed insufficient or inaccurate.

- C. All files, records, documents, sites, and personnel are subject to review by representatives from County, State or Federal government.
- D. Upon notification of an exception or finding of non-compliance, the Contractor shall submit evidence of Corrective Action within thirty (30) days, or as otherwise specified in the notice of required corrective action provided by the County. Continued non-compliance beyond due date for submission of Corrective Action may lead to termination of this Agreement in accordance with the Article titled "Default, Termination, and Cancellation."
- E. Failure by County to notify or require Corrective Action does not constitute acceptance of the practice of waiver of the County's right to enforce.

## **ARTICLE XII**

**Assurance of Compliance:** Contractor shall comply with Exhibit B, "Vendor Assurance of Compliance with the County of El Dorado Health and Human Services Agency Nondiscrimination in State and Federally Assisted Programs," attached hereto, incorporated by reference herein, and thus made a part hereof. Contractor shall acknowledge compliance by signing and returning Exhibit C upon request by County.

## **ARTICLE XIII**

**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 XIV**

### **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 Consultant.
- C. Ceasing Performance: County may terminate this Agreement in the event Consultant 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 Consultant, 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, Consultant 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 XV**

**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  
Health and Human Services Agency  
3057 Briw Road, Suite B  
Placerville, CA 95667  
ATTN: Contracts Unit

or to such other location as the County directs.

with a copy to

COUNTY OF EL DORADO  
Chief Administrative Office  
Procurement and Contracts Division  
2850 Fairlane Court, Bldg. C  
Placerville, CA 95667  
ATTN: Purchasing Agent

And a copy to:

EL DORADO OPPORTUNITY KNOCKS CONTINUUM OF CARE  
3057 Briw Road  
Placerville, CA 95667  
ATTN: Co-Chairs, Board of Directors



Notices to Consultant shall be addressed as follows:

HOMEBASE, THE CENTER FOR COMMON CONCERNS, INC.  
870 Market Street, Suite 1228  
San Francisco, CA 94102  
ATTN: CHIEF EXECUTIVE OFFICER

or to such other location as the Consultant directs.

#### **ARTICLE XVI**

**Change of Address:** In the event of a change in address for Consultant's principal place of business, Consultant's Agent for Service of Process, or Notices to Consultant, Consultant 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 XVII**

**Indemnity:** The Consultant 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 attorneys 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 Consultant's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Consultant, 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 Consultant to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

#### **ARTICLE XVIII**

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

- A. Full Worker's Compensation and Employer's Liability Insurance covering all employees of Consultant 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 Consultant in the performance of the Agreement.

- D. In the event Consultant 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. Consultant 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. Consultant 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, Consultant 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 Consultant agrees that no work or services shall be performed prior to the giving of such approval. In the event the Consultant 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 Consultant'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 Consultant'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 Consultant 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. Consultant's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Consultant cannot provide an occurrence policy, Consultant 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 XIX**

**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 Consultant 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 XX**

**Interest of Consultant:** Consultant covenants that Consultant 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. Consultant further covenants that in the performance of this Agreement no person having any such interest shall be employed by Consultant.

## **ARTICLE XXI**

**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. Consultant 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 Consultant 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 XXII**

### **Nondiscrimination:**

- A. County may require Consultant's services on projects involving non from various state and/or federal agencies, and as a consequence, Consultant shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Consultant 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; Consultant 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. Consultant and its employees and representatives shall give written notice of their obligations under this clause as required by law.

- B. Where applicable, Consultant shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Consultant'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 XXIII**

**California Residency (Form 590):** If Consultant is a California resident, Consultant 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 Consultant 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 Consultant during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

#### **ARTICLE XXIV**

**Nonresident Withholding:** If Consultant is not a California resident, Consultant 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 Consultant during term of the Agreement as required by law. This requirement applies to any agreement/contract exceeding \$1,500.00. Consultant shall indemnify and hold the County harmless for any action taken by the California Franchise Tax Board.

#### **ARTICLE XXV**

**Taxpayer Identification Number (Form W-9):** All independent Consultants 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 XXVI**

**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 XXVII**

**Licenses:** Consultant hereby represents and warrants that Consultant and any of its subcontractors employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Consultant and its subcontractors to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Consultant and its

subcontractors shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

#### **ARTICLE XXVIII**

**Administrator:** The County Officer or employee with responsibility for administering this Agreement is Patty Moley, Assistant Director, Health and Human Services Agency, or successor.

#### **ARTICLE XXIX**

**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 XXX**

**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 XXXI**

**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 XXXII**

**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 XXXIII**

**Counterpart:** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

#### **ARTICLE XXXIV**

**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 Concurrence:**

By: \_\_\_\_\_  
Patty Moley, Assistant Director  
Health and Human Services Agency

Dated: \_\_\_\_\_

**Requesting Department Head Concurrence:**

By: \_\_\_\_\_  
Donald Semon, Director  
Health and Human Services Agency

Dated: \_\_\_\_\_

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

**- - COUNTY OF EL DORADO - -**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Brian Veerkamp, Chair  
Board of Supervisors  
"County"

ATTEST:  
Kim Dawson  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy Clerk

Dated: \_\_\_\_\_

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**-- EL DORADO OPPORTUNITY KNOCKS, CONTINUUM OF CARE  
BOARD OF DIRECTORS --**

**EL DORADO OPPORTUNITY KNOCKS CONTINUUM OF CARE**

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Marissa Muscat, Co-Chair  
Board of Directors

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Michael Boyd, Co-Chair  
Board of Directors

**-- CONSULTANT --**

THE CENTER FOR COMMON CONCERNS, INC.  
A CALIFORNIA CORPORATION

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Nikka Rapkin  
Chief Executive Officer  
"Consultant"

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Corporate Secretary

Exhibit A - Sample Invoice

**County of El Dorado Health and Human Services Agency  
BILLING INVOICE**

Vendor Name:	The Center for Common Concerns
Vendor Address:	
Phone:	
Fax:	
Email:	
Billing Contact:	

Contract #:	5086
Program Description:	Homeless Program
EDC HHS Program Contact Person:	Patty Moley
Invoice #:	
Invoice Date:	
Invoice Total Amount:	0
Service Period/Month:	

DATE OF SERVICE	SERVICE TYPE/ DESCRIPTION	UNITS OF SERVICE (Hours/QTY)	COST PER UNIT (Rate)	AMOUNT
	Scope of Services, A. Continuum of Care Activities, 1 "Support of HUD Activities, a i."			0
	Scope of Services, A. Continuum of Care Activities, 1 "Support of HUD Activities, a. ii"			0
	Scope of Services, A. Continuum of Care Activities, 2," Ongoing support for CoC Board, a. i "			0
	Scope of Services, A. Continuum of Care Activities, 1 "Support of HUD Activities."			0
				0
				0
				0
	<b>Subtotal:</b>			0
	<b>Tax:</b>			
	<b>Please Pay this Amount:</b>			0

**Invoice Backup**

Invoice backup for services to include all data listed in your contract. – ( if appropriate )

If Authorization of Services is required, the signed Authorization Form must be included with this invoice.

<b>Bill to:</b>	<b>Email:</b> <a href="mailto:CSInvoice@edcgov.us">CSInvoice@edcgov.us</a> (preferred method)
	<b>Mail:</b> County of El Dorado Health and Human Services Agency 3057 Briw Road, Ste. B Placerville, CA 95667