

ORIGINAL

AGREEMENT FOR SERVICES #5919 AMENDMENT IV

This Fourth Amendment to that Agreement for Services #5919, 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., doing business as Homebase, duly qualified to conduct business in the State of California, whose principal place of business is 870 Market Street, Suite 1228, San Francisco, California 94102-2926; (hereinafter referred to as "Consultant");

RECITALS

WHEREAS, Consultant has been engaged by County, acting as the Administrative Entity on behalf of the El Dorado Opportunity Knocks (EDOK) Continuum of Care (CoC), to provide strategic and practical technical assistance, informed by national best-and-emerging practices, to the community collaborative known as the EDOK CoC and to County staff in support of the Homeless Program in accordance with Agreement for Services #5919, dated September 1, 2021, Amendment I, dated December 7, 2021, Amendment II, dated September 27, 2022, and Amendment III, dated January 30, 2023, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, the parties hereto desire to amend the Agreement to acknowledge the The Center for Common Concerns, Inc., doing business as Homebase has executed a legal name change and is now named and operating as Homebase, a California Nonprofit Public Benefit Corporation;

WHEREAS, the parties hereto desire to amend the Agreement to change all references to the Center for Common Concerns, Inc., doing business as Homebase, to Homebase, a California Nonprofit Public Benefit Corporation;

WHEREAS, the parties hereto desire to amend the Agreement to update the Scope of Services, hereby amending **ARTICLE I, Scope of Services**;

WHEREAS, the parties hereto desire to amend the Agreement to extend the expiration date of September 30, 2023, for one (1) additional year, amending **ARTICLE II, Term**;

WHEREAS, the parties hereto desire to amend the Agreement to increase the not-to-exceed compensation amount of the Agreement by \$275,000, and to include a new fee schedule for the extended term of the Agreement, amending **ARTICLE III, Compensation for Services**;

WHEREAS, the parties hereto desire to amend the Agreement to update **ARTICLE XIV, Default, Termination, and Cancellation**, **ARTICLE XVII, Indemnity**, **ARTICLE XXIX, County Business License**, and **ARTICLE XL, Federal Funding Notification**;

WHEREAS, the parties hereto desire to amend the Agreement to update and rename **ARTICLE XXVIII, Taxpayer Identification Number (Form W-9)** and **ARTICLE XXXIV, Venue**;

WHEREAS, unless otherwise specified herein, the following terms and conditions shall be effective upon final execution of this Fourth Amendment to that Agreement #5919.

NOW THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County, EDOK Continuum of Care Governing Board (CoC Board), and Consultant mutually agree to amend the terms of the Agreement in this Fourth Amendment to Agreement 5919 on the following terms and conditions:

1) **ARTICLE I, Scope of Services**, of the Agreement is amended in its entirety to read as follows:

ARTICLE I

Scope of Services: Consultant agrees to furnish the personnel and equipment necessary to provide the following services:

A. Continuum of Care Activities:

1. Technical Assistance¹ to the CoC Board (Task 1)
 - a. Provide support of coordinated entry system and system-wide performance measurement.
 - b. Provide strategic guidance to the CoC Board:
 - i. Provide consultation and training to the CoC Board to ensure that the CoC is implementing all Department of Housing and Urban Development (HUD) requirements.
 - ii. Provide technical assistance to support CoC planning and program development.
 - c. Provide technical and capacity building assistance on funding applications upon request of the CoC Board or CoC Committee.
2. Internal CoC Capacity Building (Task 2)
 - a. Provide capacity building and training² to CoC and community members, to bolster the homeless system of care, in alignment with federal and state priorities and national best practices.
 - b. Support onboarding of new CoC Board and general members, recruitment of CoC staff, and associated training and technical assistance for new members/staff on request of the CoC Board or CoC Committee.
 - c. CoC Board and its members will be responsible for:
 - i. Coordinating all CoC and Committee meetings.
 - ii. Ensuring compliance with policies and written standards governing CoC meetings.
 - iii. Ensuring appropriate membership is maintained.
3. Assessment and Implementation Activities (Task 3)
 - a. Homebase will work with the CoC to determine priority areas for focus, such as identifying unmet needs and gaps within the Continuum of Care and will help to implement strategic plan strategies and action steps.

¹ Technical assistance will be provided remotely via Zoom, telephone, or email.

² Attendance may be by video conference or in person, by mutual agreement.

B. County Activities:

1. Strategic Consultation and Support (Task 1) which may include:
 - a. 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.
 - b. Technical assistance as requested on federal and/or state grant applications and Requests for Proposals, Memoranda of Understanding, and other documents in support of CoC-related contracting.
 - c. Consultation on state and federal policy developments, including research, analysis, and best practice recommendations.
 - d. Technical assistance to allow the County to meet statutory reporting requirements.
 - e. Support and technical assistance on additional tasks as needed to the County Housing and Homelessness Services Program (HHSP) staff, which may include but may not be limited to:
 - i. Program design and development, including capacity building and training for staff.
 - ii. Support compliance with HUD requirements for Homeless Management Information System management.
 - iii. Provide technical assistance to the County as administrative entity/collaborative applicant 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:
 1. System Performance Measures;
 2. Grant Inventory Worksheet (GIW); and
 3. Consolidated Application
2. Support for Funding Competitions (e.g. CoC & ESG) (Task 2)
 - a. CoC Notice of Funding Opportunity (NOFO) 2023-2024
 - i. Provide advice to County Homeless Program Staff as they gather information and compile answers for the 2024 CoC consolidated application and provide review and feedback once it is complete.
 - ii. Train Homeless Program Staff to design and run the local CoC competition.
 - iii. Work with County staff, Board members, and community stakeholders to address systemic challenges in preparation for 2023 and/or 2024 CoC Program competition cycle, including providing CoC trainings, developing strategies to respond to system gaps, and implementing such strategies.
 - b. Grant Planning: Support for Additional Funding Opportunities:
 - i. Support application for Emergency Solutions Grants Balance of State funding with County Homeless Program Staff:
 1. Work together with County Homeless Program Staff to support the development of and facilitation of a fair and open rank and review of proposed ESG-funded projects for both the non-competitive Rapid-Rehousing allocation and the regional competition under the Balance of State Allocation. This will include at least one community meeting to create the process and create the rating criteria to be used during the process, and one meeting of a review and rank panel, if required.

2. Draft required cover letter and any other materials describing the local competition and scoring process.
3. County Homeless Program Staff will be responsible for the local process in 2024.
4. Perform a final in-depth review of applications submitted to HCD for the Balance of State competition on request of the Administrative Entity.
- ii. Provide strategic support and consultation as needed on grant planning, which may include:
 1. Identification and evaluation of potential Notice of Funding Opportunity (NOFO), Notice of Funding Availability (NOFA) and grant opportunities specific to HHSP
 2. Development of a summary on each potential grant opportunity in collaboration with County Homeless Program Staff for consideration and approval.
 3. Provide technical assistance regarding applicable laws, rules, and required documentation relative to specific funding opportunities.
 4. Research grant requirements to ensure projects meet threshold criteria including but not limited to, compliance with National Environmental Policy Act requirements, and certifications, as applicable.
 5. Upon request, coordinate with the County on the development of response to NOFO or grant applications, in collaboration with the County Homeless Program Staff, inclusive of narratives, forms, budgets and other required documents.
 6. Assist with development of County of El Dorado Board of Supervisors items and associated required documentation in collaboration with County Homeless Program Staff, or designee.

2) **ARTICLE II, Term**, of the Agreement is amended in its entirety to read as follows:

ARTICLE II

Term: This Agreement shall become effective upon final execution by all parties hereto and shall continue through September 30, 2024.

3) **ARTICLE III, Compensation for Services**, of the Agreement is amended in its entirety to read as follows:

ARTICLE III

Compensation for Services:

A. Rates:

For the purposes hereof, for the period beginning with the effective date of this Agreement and continuing until the day before the effective date of this Fourth Amendment to the Agreement, the billing rates shall be in accordance with ARTICLE III, Compensation for Services, A. Rates, Table 1.

Table 1 *Effective through September 30, 2023

Staff	Fiscal Year 2022 – 2023 Rates* (per hour)	Fiscal Year 2023 – 2024 Rates** (per hour)
Deputy Director	\$154.84	\$170.31
Directing Attorney	\$130.89	\$143.97
Directing Analyst	\$116.46	\$128.11
Senior Staff Attorney	\$104.34	\$114.77
Project Coordinator	\$87.39	\$96.14

*Fiscal Year (FY) 2022 – 2023 rates provide a 10% discount on Consultant standard rates, which include all staff salaries, benefits and overhead.

**FY 2023 – 2024 rates reflect Consultant actual anticipated rates during that period, inclusive of FY 2023-2024 cost of living increases.

For the period beginning with the effective date of this Amendment and continuing through the remaining term of the Agreement, the billing rates shall be in accordance with ARTICLE III, Compensation for Services, A. Rates, Table 2.

All expenses and their distribution among tasks are estimates only. In the performance of the scope of services to be provided in accordance with this budget.

Table 2 *Effective starting October 1, 2023

Staff	10/01/2023 through 09/30/2024 Maximum Rates * (per hour)
Directing Analyst	\$170.00
Directing Attorney	\$170.00
Director of Strategy & Evaluation	\$195.00
Executive Director	\$314.00
Operations Manager	\$120.00
Policy Analyst	\$100.00
Policy Analyst II	\$112.00
Principal	\$193.00
Project Coordinator	\$110.00
Research Associate	\$90.00
Senior Directing Analyst	\$170.00

Staff	10/01/2023 through 09/30/2024 Maximum Rates * (per hour)
Senior Directing Attorney	\$170.00
Senior Policy Analyst	\$125.00
Senior Policy Analyst II	\$141.00
Senior Staff Attorney	\$125.00
Senior Staff Attorney II	\$141.00
Staff Attorney	\$100.00
Staff Attorney II	\$112.00

*Actual hourly rates billed will vary by Homebase staff person, but will not exceed the maximum for each title listed here.

Notice of rate changes shall be submitted, in writing, to the address noted in Article titled, "Notice to Parties." Said notice shall be provided at least thirty (30) days in advance of a rate change. Upon HHSA's written confirmation of receipt of the rate change, the revised rates shall be incorporated by reference as if fully set forth herein. In no event shall the total not-to-exceed amount of the Agreement be exceeded.

- B. **Invoices:** It is a requirement of this Agreement that Consultant shall submit an original invoice, similar in content and format with the following sample available at: https://www.edcgov.us/Government/hhsa/Pages/hhsa_Consultant_resources.aspx. 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 Consultant's charges for the specific services billed on those invoices.
- C. Consultant shall submit separate invoices for services provided under **ARTICLE I - Scope of Services, A. Continuum of Care Activities, and ARTICLE I - Scope of Services, B. County Activities.**

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

Email (preferred method):	U.S. Mail:
<p>CSinvoice@edcgov.us 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 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 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.

D. Maximum Obligation:

Maximum Obligation for the term of this Agreement shall not exceed \$825,000.

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

E. Mileage and Travel:

Mileage and travel (i.e. overnight lodging, meals, parking, airfare, bridge tolls, and other per diem expenses) will be reimbursed for services performed by Consultant or any authorized sub-consultant. Reimbursement for mileage, travel, and/or per diem expenses for Consultant and sub-consultants, if applicable, shall not exceed the rates to be paid to County employees under the current Board of Supervisors Travel Policy at the time the mileage and/or travel expenses are incurred. There shall be no markups allowed on mileage rates and/or travel expenses for Consultant or for any sub-consultant. Any reimbursements for mileage and/or travel expenses will only be made if such expenses are included in the maximum obligation herein, and approved in writing by Contract Administrator.

4) ARTICLE XIV, Default, Termination, and Cancellation, of the Agreement is amended in its entirety to read as follows:

ARTICLE XIV

Default, Termination, and Cancellation:

- A. Termination by Default: If either party becomes aware of an event of default, that party shall give written notice of said default to the party in default that shall state the following:
1. The alleged default and the applicable Agreement provision.
 2. That the party in default has ten (10) days upon receiving the notice to cure the default (Time to Cure).

If the party in default does not cure the default within ten (10) days of the Time to Cure, then such party shall be in default and the party giving notice may terminate the Agreement by issuing a Notice of Termination. The party giving notice may extend the Time to Cure at their discretion. 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 in which the extension of Time to Cure expires.

If County terminates this Agreement, in whole or in part, for default:

3. County reserves the right to procure the goods or services, or both, similar to those terminated, from other sources and Consultant shall be liable to County for any excess costs for those goods or services. County may deduct from any payment due, or that may thereafter become due to Consultant, the excess costs to procure from an alternate source.

4. County shall pay Consultant the sum due to Consultant under this Agreement prior to termination, unless the cost of completion to County exceeds the funds remaining in the Agreement. In which case the overage shall be deducted from any sum due Consultant under this Agreement and the balance, if any, shall be paid to Consultant upon demand.
5. County may require Consultant to transfer title and deliver to County any completed work under the Agreement.

The following shall be events of default under this Agreement:

6. Failure by either party to perform in a timely and satisfactory manner any or all of its obligations under this Agreement.
 7. A representation or warranty made by Consultant in this Agreement proves to have been false or misleading in any respect.
 8. Consultant fails to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement, unless County agrees, in writing, to an extension of the time to perform before that time period expires.
 9. A violation of the Article titled "Conflict of Interest."
- B. Bankruptcy: County may terminate this Agreement immediately in the case of bankruptcy, voluntary or involuntary, or insolvency of Consultant.
- C. Ceasing Performance: County may terminate this Agreement immediately 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: Either party may terminate this Agreement, in whole or in part, for convenience upon thirty (30) calendar days' written Notice of Termination. If such termination is effected, County will pay for satisfactory services rendered before the effective date of termination, as set forth in the Notice of Termination provided to Consultant, and for any other services that County agrees, in writing, to be necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the Agreement. 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.

5) **ARTICLE XVII, Indemnity**, of the Agreement is amended in its entirety to read as follows:

ARTICLE XVII

Indemnity: To the fullest extent permitted by law, Contractor shall defend at its own expense, indemnify, and hold the County harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses 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 acts or omissions of Contractor or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the sole negligence or willful acts 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.

The insurance obligations of Contractor are separate, independent obligations under the Agreement, and the provisions of this defense and indemnity are not intended to modify nor should they be construed as modifying or in any way limiting the insurance obligations set forth in the Agreement.

Nothing herein shall be construed to seek indemnity in excess of that permitted by Civil Code section 2782, et seq. In the event any portion of this Article is found invalid, the Parties agree that this Article shall survive and be interpreted consistent with the provisions of Civil Code section 2782, et seq.

- 6) **ARTICLE XXIX, County Business License**, of the Agreement is amended in its entirety to read as follows:

ARTICLE XXIX

County Business License: County's Business License Ordinance provides that 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 Ordinance Code Section 5.08.070. Consultant warrants and represents that it shall comply with all of the requirements of County's Business License Ordinance, where applicable, prior to beginning work under this Agreement and at all times during the term of this Agreement.

- 7) **ARTICLE XL, Federal Funding Notification**, of the Agreement is amended in its entirety to read as follows:

ARTICLE XL

Federal Funding Notification: An award/subaward or contract associated with a covered transaction may not be made to a subrecipient or contractor who has been identified as suspended or debarred from receiving federal funds. Additionally, counties must annually verify that the subrecipient and/or contractor remains in good standing with the federal government throughout the life of the agreement/contract.

Contractor agrees to comply with Federal procedures in accordance with 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Any costs for which payment has been made to Contractor that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by Contractor to County.

Consistent with 2 CFR 180.300(a), County has elected to verify whether Contractor has been suspended or using the federal System for Award Management (SAM). The federal SAM is an official website of the federal government through which counties can perform queries to identify if a subrecipient or contractor is listed on the federal SAM excluded list and thus suspended or debarred from receiving federal funds.

- A. System for Award Management: Contractor is required to obtain and maintain an active Universal Entity Identifier (UEI) No. in the System for Award Management (SAM) system at <https://sam.gov/content/home>. Noncompliance with this requirement shall result in corrective action, up to and including termination pursuant to the provisions contained herein this Agreement under the Article(s) titled “Fiscal Considerations” or “Default, Termination, and Cancellation.”
- B. Catalog of Federal Domestic Assistance: Pursuant to the Office of Management and Budget (OMB) Uniform Grants Guidance, all recipients and sub-recipients of federal funds must be provided the Assistance Listing Numbers (ALN) number at the time the contract is awarded. The following are ALN numbers, award specific information, and program titles for programs administered by the County on behalf of the California Department of Housing and Community Development, that may apply to this contract:

Federal Funding Information			
Consultant:	Homebase		UEI #: VA4JKUFBXJR3
Award Term:	Upon Execution through September 30, 2024		EIN #: 94-3148303
Total Federal Funds Obligated: Up to \$825,000			
Federal Award Information			
CFDA Number	Federal Award ID Number (FAIN)	Federal Award Date / Amount	Program Title
14.231	20-ESGCV1-00037	8/20/2020, 02/04/2021	Emergency Solutions Grant Program (ESG)
Project Description:	Technical Assistance		
Awarding Agency:	Department of Housing and Urban Development, Office of Community Planning and Development		
Pass-through Entity	County of El Dorado, Health and Human Services Agency		
Indirect Cost Rate or de minimus	Indirect Cost Rate: _____	De minimus <input checked="" type="checkbox"/>	
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Award is for Administration related to Emergency Shelter, Street Outreach, and Rapid Rehousing.	

- 8) **ARTICLE XXVIII, Taxpayer Identification Number (Form W-9)**, of the Agreement is renamed and amended in its entirety to read as follows:

ARTICLE XXVIII

County Payee Data Record Form: All independent Consultants or corporations providing services to County who do not have a Department of the Treasury Internal Revenue Service Form W-9 (Form W-9) on file with County must file a County Payee Data Record Form with County.

9) **ARTICLE XXXIV, Venue**, of the Agreement is renamed and amended in its entirety to read as follows:

ARTICLE XXXIV

California Forum and Law: 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.

10) **ARTICLE XLIII, Confidentiality**, is hereby added to read as follows:

ARTICLE XLIII

Confidentiality: Consultant shall maintain the confidentiality and privileged nature of all records, including billing records, together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now exist or may hereafter be amended or changed. Consultant, and all Consultant's staff, employees, and representatives, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to County's Contract Administrator for the purpose of, and in the performance of, this Agreement. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

Except as herein amended, all other parts and sections of that Agreement #5919 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: *Alyson McMillan*
Alyson McMillan, MSW
Program Manager
Health and Human Services Agency

Dated: 09/20/2023

Requesting Department Head Concurrence:

By: *Olivia Byron-Cooper*
Olivia Byron-Cooper (Sep 20, 2023 11:29 PDT)
Olivia Byron-Cooper, MPH
Interim Director
Health and Human Services Agency

Dated: 09/20/2023

IN WITNESS WHEREOF, the parties hereto have executed this Fourth Amendment to Agreement for Services #5919 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: Wendy Thomas

Dated: 9/26/23

Board of Supervisors
"County"

Attest: Kim Dawson
Clerk of the Board of Supervisors

By: Hana Schaufberger
Deputy Clerk

Dated: 9/26/23

-- EL DORADO OPPORTUNITY KNOCKS CONTINUUM OF CARE --

By: Margaret Lewis
Margaret Lewis (Sep 20, 2023 11:29 PDT)
Margaret Lewis, Co-Chair
Board of Directors

Dated: 09/20/2023

By: NP
Nichole Paine (Sep 20, 2023 11:40 PDT)
Nichole Paine, Co-Chair
Board of Directors

Dated: 09/20/2023

-- HOMEBASE --

By: Nikka Rapkin
Nikka Rapkin (Sep 20, 2023 13:53 PDT)
Nikka Rapkin, Chief Executive Officer
"Consultant"

Dated: 09/20/2023

By: Joan Catherine Braun
Joan Catherine Braun (Sep 20, 2023 13:37 PDT)
Joan Catherine Braun, Assistant Treasurer

Dated: 09/20/2023