

AGREEMENT FOR SERVICES #5919  
AMENDMENT 1

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This Amendment 1 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., 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**, Consultant has been engaged by County, acting as the Administrative Entity on behalf of the El Dorado Opportunity Knocks 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 CoC and to County staff in support of the Homeless Program in accordance with Agreement for Services #5919, dated September 1, 2021, incorporated herein and made by reference a part hereof; and

**WHEREAS**, the parties hereto have mutually agreed to amend Article III, "Compensation;" and

**WHEREAS**, unless otherwise specified herein, the following terms and conditions shall be effective upon final execution of this Amendment 1 to that Agreement 5919.

**NOW THEREFORE**, the parties do hereby agree that Agreement for Services #5919 shall be amended a first time as follows:

- 1) Article III, Compensation shall be amended in its entirety to read as follows:

**ARTICLE III**

**Compensation for Services:**

- A. Rates:** For the purposes of this Agreement, the billing rate for services provided under this Agreement, 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 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 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:

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

**D. Maximum Obligation:**

Maximum Obligation for the term of this Agreement shall not exceed \$250,000.

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.

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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 (Oct 22, 2021 12:47 PDT)  
Alyson McMillan, Program Manager  
Health and Human Services Agency

Dated: 10/22/2021

**Requesting Department Head Concurrence:**

By: *DS*  
Don Semon (Oct 22, 2021 12:53 PDT)  
Donald Semon  
Director  
Health and Human Services Agency

Dated: 10/22/2021

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

-- COUNTY OF EL DORADO --

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

By: \_\_\_\_\_

John Hidahl, Chair  
Board of Supervisors  
"County"

ATTEST:  
Kim Dawson  
Clerk of the Board of Supervisors

By: \_\_\_\_\_

Deputy Clerk

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

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

EL DORADO OPPORTUNITY KNOCKS CONTINUUM OF CARE

By: Marissa Muscat

Marissa Muscat, Co-Chair  
Board of Directors

Dated: 10/25/2021

By: Michael Boyd  
Michael Boyd (Oct 28, 2021 10:00 PDT)

Michael Boyd, Co-Chair  
Board of Directors

Dated: 10/28/2021

-- CONSULTANT --

THE CENTER FOR COMMON CONCERNS, INC.  
A CALIFORNIA CORPORATION

By: Nikka Rapkin  
Nikka Rapkin (Oct 26, 2021 08:36 PDT)

Nikka Rapkin  
Chief Executive Officer  
"Consultant"

Dated: 10/26/2021

By: Beth Theriault

Elizabeth Theriault  
Corporate Secretary

Dated: 10/28/2021

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

Vendor Name:	
Vendor Address:	
Phone:	
Fax:	
Email:	
Billing Contact:	

Contract #:	5919
Program Description:	
EDC HHSA Program Contact Person:	
Invoice #:	
Invoice Date:	
Invoice Total Amount:	0
Service Period/Month:	

DATE OF SERVICE	SERVICE TYPE/ DESCRIPTION	UNITS OF SERVICE	COST PER UNIT	AMOUNT
				0
				0
				0
				0
				0
				0
				0
				0
				0
	<b>Subtotal:</b>			0
	<b>Tax:</b>			0
	<b>Please Pay this Amount:</b>			<b>0</b>

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

Template available electronically at <https://www.edcgov.us/hhsaforcontractors>