

AGREEMENT FOR SERVICES #5836
AMENDMENT I

This Amendment I to that Agreement for Services #5836, 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") and Tahoe Coalition for the Homeless, Inc., a nonprofit entity, duly qualified to conduct business in the State of California, whose principal place of business is, and whose Agent for Service of Process is In Corp Services, Inc., 5716 Corsa Avenue, Suite 110, Westlake Village, CA 91362-7354 (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, Contractor has been engaged by County to provide Case Management services for the non-congregate shelters in South Lake Tahoe and the West Slope of El Dorado County, determine which homeless individuals fit the criteria to be sheltered from COVID-19 using the Coordinated Entry Policies and Procedures approved by the El Dorado County Opportunity Knocks Continuum of Care, and make arrangements to shelter those identified homeless individuals (clients) in a non-congregate shelter, in accordance with Agreement for Services #5836, dated July 27, 2021, incorporated herein and made by reference a part hereof; and

WHEREAS, Contractor, in its capacity of Case Management services provider under this Agreement #5836, has authority to seek out locations and place those individuals housed in non-congregate shelter (NCS) into other temporary, interim, or long-term facilities as authorized by the Contract Administrator; and

WHEREAS, on August 14, 2021 the Caldor Fire started near Little Mountain, south of Pollock Pines in El Dorado County and quickly spread throughout El Dorado County, resulting in mandatory evacuation orders on August 17, 2021, in the area of the current County contracted NCS in Pollock Pines; and

WHEREAS, in response to the mandatory evacuation orders in Pollock Pines, the Contract Administrator authorized Contractor to assist in the identification and relocation of said clients in the NCS, relocating them to a hotel in South Lake Tahoe; and

WHEREAS, the Caldor Fire spread into the area of South Lake Tahoe, resulting in first evacuation warnings, and then mandatory evacuation orders in South Lake Tahoe effective, therefore, on August 30, 2021, the Contract Administrator authorized Contractor to assist in the identification and relocation of said clients in the NCS, relocating them to a hotel in Sacramento County; and

WHEREAS, the parties hereto have mutually agreed to increase the amount of funding available of said Agreement, hereby retroactively amending Article III "Compensation for Services" to ensure sufficient funding is available during the Caldor Fire mandatory evacuation activities, along with regular NCS services; and

WHEREAS, unless otherwise specified herein, the following terms and conditions shall be effective upon final execution of this Amendment I to that Agreement 5836; and

NOW THEREFORE, the parties do hereby agree that Agreement for Services #5836 shall be amended a first time as follows:

1) Article III – Compensation for Services shall be amended in its entirety to read as follows:

ARTICLE III

Compensation for Services:

A. **Invoices:** It is a requirement of this Agreement that Contractor shall submit an original invoice, similar in content and format with Exhibit A, attached hereto and incorporated by reference herein. Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces and on any enclosures or backup documentation. Supportive documentation of activities including timesheets or other documentation shall be attached to invoices and shall reflect Contractor’s charges for the specific services billed on those invoices.

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

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

or to such other location as County directs.

For services provided herein, including any deliverables that may be identified herein, Contractor 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 Contractor provides services in accordance with the Article titled, “Scope of Services.” For all satisfactory services provided herein, County agrees to pay Contractor monthly in arrears and within forty-five (45) days following the County’s receipt and approval of itemized invoice(s) identifying services rendered. County may withhold or delay any payment if Contractor fails to comply with any provision of this Agreement.

Purchases or services not specifically defined in this Agreement require pre-approval in writing by the Contract Administrator, Deputy Director or Assistant Director of Community Services Division, not-to-exceed \$48,000 in aggregate for the term of this Agreement.

Payment for placing participants in scattered-site motel rooms require pre-approval in writing by the Contract Administrator, Deputy Director or Assistant Director of Community Services Division. A copy of the original invoice for room nights is required for reimbursement.

Supplemental Invoices: For the purpose of this Agreement, supplemental invoices shall be defined as invoices submitted for additional services rendered during a month for which a prior invoice has already been submitted to County. Supplemental invoices should include the standard

invoice format with description of services rendered and a detailed explanation why the invoice was not submitted in the approved timeframe.

- B. Maximum Obligation:** The maximum obligation for services and deliverables provided under this Agreement shall not exceed \$410,000, inclusive of \$362,000 for services provided pursuant to Article I “Scope of Services” in this Agreement #5836, plus \$48,000 for purchases or services as defined herein above.


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

C. Reporting:


1. Daily reporting of hotel/motel census in agreed upon format.
2. Progress Reports as requested by County to satisfy funding requirements.
3. Failure to submit Progress Reports may result in future payment being withheld until such documentation is submitted; no extension of the term of this Agreement; or possible termination for lack of performance, as detailed in Article XV “Default, Termination, and Cancellation.”

Except as herein amended, all other parts and sections of that Agreement #5836 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By:  Dated: 09/07/2021
Alyson McMillan (Sep 7, 2021 10:40 PDT)
Alyson McMillan, Program Manager, Housing and Homelessness Program
Health and Human Services Agency


Requesting Department Head Concurrence:

By:  Dated: 09/07/2021
Don Semon (Sep 7, 2021 10:43 PDT)
Don Semon, Director
Health and Human Services Agency

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to that Agreement for Services #5836 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: 10-12-21

By: 
John Hidahl, Chair
Board of Supervisors
"County"


ATTEST:
Kim Dawson
Clerk of the Board of Supervisors

By: 
Deputy Clerk


Dated: 10-12-21

-- CONTRACTOR --

TAHOE COALITION FOR THE HOMELESS, INC.
A CALIFORNIA CORPORTION

By: 
Cheyenne Purrington
Executive Director
"Contractor"

Dated: 09/14/2021

By: 
Leigh Wayne Miller
Board Treasurer

Dated: 09/15/2021

kld