

AGREEMENT FOR SERVICES #8811
Continuum of Care Technical Assistance Consultant

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"), and 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, California 94102, and whose Agent for Service of Process is Nikka Rapkin, 870 Market Street, Suite 1228, San Francisco, California 94102, (hereinafter referred to as "Consultant");

RECITALS

WHEREAS, County, acting as the Administrative Entity on behalf of the El Dorado Opportunity Knocks (EDOK) Continuum of Care (CoC), and the EDOK 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 EDOK CoC and to County staff in support of the Housing and Homelessness Services Program;

WHEREAS, County has determined that it is necessary to obtain a Consultant to support County by providing technical assistance with funding opportunities, program administration and to ensure adherence to program requirements set forth by the United States Department of Housing and Urban Development (HUD);

WHEREAS, Consultant responded to Request for Qualifications (RFQ) #24-0036 for CoC Technical Assistance Consultant services on April 16, 2024, wherein Consultant represented to County that it is qualified to perform the special services described in ARTICLE I, Scope of Services;

WHEREAS, Consultant has represented to County that it is specially trained, experienced, expert, and competent to perform the special services described in ARTICLE I, Scope of Services; that it is an independent and bona fide business operation, advertises and holds itself as such, is in possession of a valid business license, and is customarily engaged in an independently established business that provides similar services to others; and County relies upon those representations;

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state, and local laws;

WHEREAS, County has determined that the provision of such services provided by Consultant 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 and Consultant mutually agree as follows:

ARTICLE I

Scope of Services:

A. Continuum of Care Activities:

1. Technical Assistance to the EDOK CoC Board
 - a. Provide strategic guidance to the EDOK CoC Board:
 - i. Provide consultation and training to the EDOK CoC Board to ensure that the EDOK CoC is implementing all U.S. Department of Housing and Urban Development (HUD) requirements.
 - ii. Provide technical assistance to support EDOK CoC planning and program development.
 - b. Provide technical and capacity building assistance on funding applications upon request of the EDOK CoC Board or EDOK CoC Committee.
 - i. May include administration of competitive processes when others are conflicted.
2. Internal EDOK CoC Capacity Building:
 - a. Provide capacity building and training to EDOK CoC and community members, to bolster the homeless system of care, in alignment with federal and state priorities, evidence-based best practices, and resources available.
 - b. Support onboarding of new EDOK CoC Board and general members, recruitment of EDOK CoC staff, and associated training and technical assistance for new members/staff on request of the EDOK CoC Board.
 - i. Train and support the EDOK CoC Board and its members on:
 - ii. Coordinating all EDOK CoC and Committee meetings.
 - iii. Ensuring compliance with policies and written standards governing EDOK CoC meetings.
 - iv. Ensuring EDOK CoC Board vacancies are filled, and membership is maintained.
 - c. Assist with planning and support facilitation of EDOK CoC Committees/advisory boards, as allowed by available hours, including but not limited to the lived experience advisory board(s).
3. Assessment and Implementation Activities
 - a. Consultant shall work with the EDOK CoC to determine priority areas for focus, such as identifying unmet needs and gaps within the EDOK CoC and will help to implement strategic plan strategies and action steps.

B. County Activities:

1. Strategic consultation and support which may include, based upon available hours:
 - 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 EDOK 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 evidence-based 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.
 - f. Provide technical assistance on demand 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:
 - i. System Performance Measures;
 - ii. Grant Inventory Worksheet (GIW); and
 - iii. Consolidated Application.
2. Support for Funding Competitions (e.g., CoC & Emergency Solutions Grants [ESG])
- a. Provide CoC Notice of Funding Opportunity (NOFO) summary.
 - b. Provide annual CoC NOFO Drafting Tool within two weeks of release of the CoC application in e-snaps.
 - c. Provide guidance and support to HHSP and County Grants Staff as they gather information and compile answers for the CoC consolidated application and provide review and feedback once it is complete.
 - d. Train HHSP staff to design and run the local CoC competition.
 - e. Work with County staff, Board members, and community stakeholders to address systemic challenges in preparation CoC Program competition cycle, including providing CoC trainings, developing strategies to respond to system gaps, and implementing such strategies.
4. Grant Planning: Support for Additional Funding Opportunities:
- a. Provide strategic support and consultation as needed on grant planning, which shall include, based upon available hours but may not be limited to:
 - i. Identification and evaluation of potential Notice of Funding Availability (NOFA) and grant opportunities specific to HHSP.
 - ii. Development of a summary on each potential NOFA or grant opportunity in collaboration with HHSP Program Manager for consideration and approval.
 - iii. Provide technical assistance regarding applicable laws, rules, and required documentation relative to specific funding opportunities.
 - b. Research grant requirements to ensure projects meet threshold criteria including but not limited to, compliance with National Environmental Policy Act requirements (NEPA), California Environmental Quality Act (CEQA), and certifications, as applicable.
 - c. Upon request, coordinate with the County on the development of response to NOFA or grant applications, in collaboration with the HHSP Program Manager, inclusive of narratives, forms, budgets and other required documents.
 - d. Assist with development of County of El Dorado Board items and associated required documentation in collaboration with HHSP Program Manager, or designee.

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall cover the period of October 1, 2024 through September 30, 2027. The parties shall have the option to extend the term for two (2) additional (1) year terms after the initial expiration date through September 30, 2029, with the same terms/conditions contemplated in ARTICLE I, Scope of Services, or as amended.

The option to extend shall be subject to County Contract Administrator and Director of HHSA, based upon the Consultant meeting the minimum requirements of the Agreement during the initial term, budget availability and if recommended by EDOK CoC Board. Upon approval by the County Contract Administrator and Director of HHSA, Consultant will be notified of the extension in writing, in accordance with the Article titled "Notice to Parties."

ARTICLE III

Compensation for Services: For services provided herein, including any deliverables that may be identified herein, Consultant shall submit invoices for services thirty (30) days following the end of a "service month" for all months excluding June. June invoices must be received no later than July 10th for processing during fiscal year end. For billing purposes, a "service month" shall be defined as a calendar month during which Consultant provides services in accordance with ARTICLE I, Scope of Services. For all satisfactory services provided herein, County agrees to pay Consultant monthly in arrears and within forty-five (45) days following the County's receipt and approval of invoice(s) identifying services rendered.

For all satisfactory services provided herein, County agrees to process payments on behalf of the EDOK 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.

A. **Rates:** For the purposes of this Agreement, for the period beginning with the effective date of this Agreement and continuing until June 30, 2025, the billing rates shall as defined in Exhibit A marked "Maximum Hourly Rates," incorporated herein and made by reference a part hereof. Consultant's hourly rates are subject to change or increase annually, beginning on July 1 of each subsequent year while the Agreement is in effect. Consultant may request to reallocate the expenses listed herein among the various staffing positions, contingent upon written approval by the County Contract Administrator, in accordance with the Article titled, "Notice to Parties." Consultant shall provide any annual adjusted project staff and hourly rate changes and increases among the various staffing positions in writing to County Contract Administrator at least four (4) weeks in advance of such change. In no event shall the total not-to-exceed amount of the Agreement surpass the amount shown in Exhibit A.

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 subconsultant, following email authorization from Contract Administrator. Reimbursement for mileage, travel, and/or per diem expenses for Consultant and subconsultants, if applicable, shall not exceed the rates to be paid to County employees under the current Board of Supervisors Travel Policy available at <https://www.eldoradocounty.ca.gov/>

<files/assets/county/v/1/documents/government/bos/bos-documents/policies/section-d/d-1-travel-policy-amended-10-22-19.pdf> 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 subcontractor. Any reimbursements for mileage and/or travel expenses will only be made if such expenses are approved in writing by County’s Contract Administrator.

- B. **Invoices:** It is a requirement of this Agreement that Consultant shall submit an original invoice, similar in content and format with the Health and Human Services Agency (HHSA) invoice template linked online at <https://ElDoradoCounty.ca.gov/HHSA-Contractor-Resources>, and shall reference this Agreement number on their faces.

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>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>

or to such other location or email as County directs.

Supplemental Invoices: For the purpose of this Agreement, supplemental invoices shall be defined as invoices submitted for additional services, previously disallowed services, or inadvertently not submitted 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. Supplemental Invoices for services provided during the period July 1st through June 30th for each fiscal year of this Agreement and received by County after July 31st of the subsequent fiscal year, shall be neither accepted nor paid by the County. Requests for exceptions to pay an invoice received after July 31st of the subsequent year, must be submitted in writing, and must be approved by the Health and Human Services Agency’s Chief Fiscal Officer.

Upon request from County’s Contract Administrator, Consultant shall submit audited financial reports specific to this Agreement within forty-five (45) days of County request. The audit shall be conducted in accordance with generally accepted accounting principles and generally accepted auditing standards.

In the event that Consultant fails to deliver, in the format specified, the deliverables and financial reports required by this Agreement, County at its sole option may delay the payment for the period of time of the delay, cease all payments until such time as the required deliverables or financial reports are received, or proceed as set forth below in the Article titled “Default, Termination, and Cancellation,” herein.

ARTICLE IV

Maximum Obligation: The maximum obligation for services and deliverables provided under this Agreement shall not exceed \$899,992 for the initial term of the Agreement. If the option to extend this Agreement are authorized for the two (2) optional one (1) year term additions, Consultant shall receive an additional \$299,999 per year, for a total maximum obligation not to exceed \$1,499,990,

inclusive of all costs, taxes, and expenses. The estimated annual not to exceed amounts is reflected in Table 1 as follows:

Table 1.
Annual Estimated Not to Exceed Amounts

Contract Year 1 (10/1/2024-9/30/2025)	Contract Year 2 (10/1/2025-09/30/2026)	Contract Year 3 (10/1/2026-09/30/2027)
\$ 300,000.50	\$ 299,996.00	\$ 299,995.50

Optional Two-Year Term Extension Annual Estimated Not to Exceed Amounts

Contract Year 4 (10/1/2027-9/30/2028)	Contract Year 5 (10/1/2028-09/30/2029)
\$ 299,999.00	\$ 299,999.00

Consultant may also request any reallocation of funds to the estimated annual Not to Exceed allocations listed in Table 1 in advance via written notice to County Contract Administrator. Upon written approval by County's Contract Administrator and HHSA Fiscal Leadership, the estimated annual Not to Exceed amounts listed may be reallocated among years during the term of this Agreement, contingent upon funding availability. In no event shall the total maximum contractual obligation of the Agreement be exceeded. County approved written allocation changes shall be provided in writing to Consultant in accordance with the Article titled "Notice to Parties".

ARTICLE V

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

Consultant agrees to comply with Federal procedures in accordance with 2 Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

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

Consistent with 2 CFR 180.300(a), County has elected to verify whether Consultant has been suspended from 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 consultant 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 California Department of Housing and Community Development that may apply to this contract:

Federal Funding Information			
Consultant:	Homebase		UEI #: VA4JKUFBXJR3
Award Term:	October 1, 2024 – September 30, 2027, with the option for annual renewals through September 30, 2029		EIN #:
Total Federal Funds Obligated: Up to \$250,000			
Federal Award Information			
ALN Number	Federal Award ID Number (FAIN)	Federal Award Date / Amount	Program Title
14.267		07/09/2024	HUD Continuum of Care Planning Grant
Project Description:	CoC Technical Assistance Consultant		
Awarding Agency:	Department of Housing and Urban Development - 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 Research and development.	

ARTICLE VI

Lobbying Certification: The Consultant, by signing this Agreement, hereby certifies to the best of his or her knowledge and belief, that:

- A. No federally appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Consultant shall complete and submit Standard Form SF-LLL, OMB Number 0348-0046 “Disclosure of Lobbying Activities” in accordance with its instructions. A copy of Form SF-

LLL can be downloaded and completed at <https://grants.gov/forms/forms-repository/post-award-reporting-forms>.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ARTICLE VII

Audits, Compliance, and Monitoring:

- A. Consultant 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. Audits or monitoring by the County may be performed by way of annual Contract Monitoring Surveys. Consultants 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 Consultant 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 Consultant 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, Consultant 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 VIII

Nondiscrimination:

- A. County may require Consultant's services on projects involving funding 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, mental disability, medical condition, genetic information, military or veteran status, marital status, age, gender, gender identity, gender expression, sexual orientation, or sex; Consultant shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, section 12900 et seq.) and applicable regulations promulgated thereunder (California Code of

Regulations, Title 2, section 11000 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, section 12990, set forth in Subchapter 5 of Chapter 5 of Division 4.1 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 executing this Agreement 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 11102.
- D. Consultant shall comply with Exhibit B, marked "Vendor Assurance of Compliance with Nondiscrimination in State and Federally Assisted Programs," incorporated herein and made by reference a part hereof. Consultant shall acknowledge compliance by signing and returning Exhibit B upon request by County.

ARTICLE IX

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 X

Executive Order N-6-22 – Russia Sanctions: On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, if this Agreement is funded by state funds and County determines Consultant is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The County shall provide Consultant advance written notice of such termination, allowing Consultant at least thirty (30) calendar days to provide a written response. Termination shall be at the sole discretion of the County.

ARTICLE XI

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 XII

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 understood that this Agreement does not create an exclusive relationship between County and Consultant, and Consultant

may perform similar work or services for others. However, Consultant shall not enter into any agreement with any other party or provide any information in any manner to any other party, that would conflict with Consultant's responsibilities or hinder Consultant's performance of services hereunder, unless County's Contract Administrator, in writing, authorizes that agreement or sharing of information.

ARTICLE XIII

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.

ARTICLE XIV

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.

In the event Consultant receives written consent to subcontract services under this Agreement, Consultant is required to ensure subcontractor remains in compliance with the terms and conditions of this Agreement. In addition, Consultant is required to monitor subconsultant's compliance with said terms and conditions and provide written evidence of monitoring to County upon request.

ARTICLE XV

Independent Contractor: The parties intend that an independent consultant relationship will be created by this contract. 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 the terms of this Agreement. Consultant exclusively assumes responsibility for acts of its employees, agents, affiliates, and subconsultants, if any are authorized herein, as they relate to the services or work to be performed under this Agreement during the course and scope of their employment by Consultant. Those persons will be entirely and exclusively under the direction, supervision, and control of Consultant.

County may designate the tasks to be performed and the results to be accomplished under this Agreement, provide information concerning the work or services, approve or disapprove the final work product and/or services provided, and set deadlines for the completion of the work or services, but County will not control or direct the manner, means, methods, or sequence in which Consultant performs the work or services for accomplishing the results. Consultant understands and agrees that Consultant lacks the authority to bind County or incur any obligations on behalf of County.

Consultant, including any subconsultant or employees of Consultant, shall not receive, nor be eligible for, any benefits County provides for its employees, including, but not limited to, vacation pay, paid holidays, life insurance, health insurance, social security, disability insurance, pension, or 457 plans. Consultant shall not receive, nor be eligible for, workers' compensation, including medical and

indemnity payments. County is not responsible for withholding, and shall not withhold, Federal Income Contribution Act amounts or taxes of any kind from any payments which it owes Consultant. Consultant shall not be subject to the work schedules or vacation periods that apply to County employees.

Consultant shall be solely responsible for paying its employees, and for withholding Federal Income Contribution Act amounts and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, or any other benefit that Consultant provides for its employees.

Consultant acknowledges that it has no authority to bind the County or incur any obligations on behalf of the County with regard to any matter, and Consultant shall not make any agreements or representations on the County's behalf.

ARTICLE XVI

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, 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 County's 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 County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XVII

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 XVIII

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; and
 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:

1. 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.
2. 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.
3. 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:

1. Failure by either party to perform in a timely and satisfactory manner any or all of its obligations under this Agreement.
 2. A representation or warranty made by Consultant in this Agreement proves to have been false or misleading in any respect.
 3. 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.
 4. 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: County may terminate this Agreement, in whole or in part, for convenience upon thirty (30) calendar days' written Notice of Termination, in accordance with the Article titled "Notice to Parties." 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.

ARTICLE XIX

Notice to Parties: All notices to be given by the parties hereto shall be in writing, with both the County Health and Human Services Agency and County Chief Administrative Office addressed in said correspondence and served by either United States Postal Service mail or electronic email. Notice by mail shall be served by depositing the notice in the United States Post Office, postage prepaid and return receipt requested, and deemed delivered and received five (5) calendar days after deposit. Notice by electronic email shall be served by transmitting the notice to all required email addresses and deemed delivered and received two (2) business days after service.

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
Email: hhsa-contracts@edcgov.us

with a copy to:

COUNTY OF EL DORADO
Chief Administrative Office
Procurement and Contracts Division
330 Fair Lane
Placerville, CA 95667
ATTN: Purchasing Agent
Email: procon@edcgov.us

And a copy to:

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

or to such other location or email as the EDOK CoC directs.

Notices to Consultant shall be addressed as follows:

HOMEBASE
870 Market Street, Suite 1228
San Francisco, CA 94102
ATTN: Nikka Rapkin, Executive Director
Nikka@homebaseccc.org

with a copy to:

HOMEBASE
ATTN: Summer Josephson
Contract Compliance & Reporting
summer@homebaseccc.org

or to such other location or email as the Consultant directs.

ARTICLE XX

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 herein above 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 XXI

Indemnity: To the fullest extent permitted by law, Consultant 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 Consultant 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 Consultant to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

The insurance obligations of Consultant 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.

ARTICLE XXII

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 XXIII

Force Majeure: Neither party will be liable for any delay, failure to perform, or omission under this Agreement that is due to any cause that it is beyond its control, not due to its own negligence, and cannot be overcome by the exercise of due diligence. In that event, the affected party will:

- A. Promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) that is beyond its control; and
- B. Once the cause(s) has ceased, provide written notice to the other party and immediately resume its performance under this Agreement.

For purposes of this Article, “cause that is beyond its control” includes labor disturbances, riots, fires, earthquakes, floods, storms, lightning, epidemics, war, disorders, hostilities, expropriation or confiscation of properties, failure of and delays by carriers, interference by civil or military authorities, whether legal or de facto, and whether purporting to act under some constitution, decree, or law, or otherwise, or acts of God.

ARTICLE XXIV

Waiver: No failure on the part of the parties to exercise any rights under this Agreement, and no course of dealing with respect to any right hereunder, shall operate as a waiver of that right, nor shall any single or partial exercise of any right preclude the exercise of any other right. The remedies herein provided are cumulative and are not exclusive of any other remedies provided by law.

ARTICLE XXV

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and the Political Reform Act of 1974 (Section 87100 et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for Consultant and performing work for County and who are considered to be a Consultant within the meaning of Title 2, California Code of Regulations, Section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County’s Conflict of Interest Code. County’s Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are Consultants within the meaning of the Political Reform Act and County’s Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

Consultant covenants that during the term of this Agreement neither it, or any officer or employee of the Consultant, has or shall acquire any interest, directly or indirectly, in any of the following:

- A. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
- B. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
- C. Any officer or employee of County that are involved in this Agreement.

If Consultant becomes aware of a conflict of interest related to this Agreement, Consultant shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this Agreement by giving written notice as detailed in the Article titled “Default, Termination and Cancellation.”

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Consultant shall complete and sign the attached Exhibit C, marked “California Levine Act Statement,” incorporated herein and made by reference a part hereof, regarding campaign contributions by Consultant, if any, to any officer of County.

ARTICLE XXVI

California Residency (Form 590): If Consultant is a California resident, Consultants 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 XXVII

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.

ARTICLE XXVIII

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.

ARTICLE XXIX

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 XXX

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Alyson McMillan, Program Manager, Housing and Homelessness Services, Health and Human Services Agency (HHS), or successor. In the instance where the named Contract Administrator no longer holds this title with County and a successor is pending, or HHS has to temporarily delegate this authority, County Contract Administrator's Supervisor shall designate a representative to temporarily act as the primary Contract Administrator of this Agreement and HHS Administration shall provide the Consultant with the name, title and email for this designee via notification in accordance with the Article titled "Notice to Parties" herein.

ARTICLE XXXI

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 XXXII

Electronic Signatures: Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.

ARTICLE XXXIII

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 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.

ARTICLE XXXV

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 XXXVI

Counterparts: 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 XXXVII

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: *Alyson McMillan* Dated: 08/05/2024
Alyson McMillan, MSW
Program Manager, Housing and Homelessness Services
Health and Human Services Agency

Requesting Department Head Concurrence:

By: *Olivia* Dated: 08/05/2024
[Olivia Byron-Cooper \(Aug 5, 2024 12:51 PDT\)](#)
Olivia Byron-Cooper, MPH
Director
Health and Human Services Agency

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

-- COUNTY OF EL DORADO --

Dated: _____

By: _____
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 --

By: *Timalynn Jaynes*
[Timalynn Jaynes \(Aug 5, 2024 12:59 PDT\)](#)
Timalynn Jaynes, Co-Chair
Board of Directors

Dated: 08/05/2024

By: *Nichole Paine*
[Nichole Paine \(Aug 5, 2024 16:00 PDT\)](#)
Nichole Paine, Co-Chair
Board of Directors

Dated: 08/05/2024

-- HOMEBASE --

By: *Nikka Rapkin*
[Nikka Rapkin \(Aug 6, 2024 14:38 PDT\)](#)
Nikka Rapkin
Executive Director
"Consultant"

Dated: 08/06/2024

By: *Joan Catherine Braun*
[Joan Catherine Braun \(Aug 6, 2024 13:35 PDT\)](#)
Joan Catherine Braun
Assistant Treasurer
"Consultant"

Dated: 08/06/2024

**Homebase
Exhibit A
Maximum Hourly Rates**

Homebase Staff Title	Hourly Rates
Directing Analyst	\$190
Directing Attorney	\$190
Director	\$285
Executive Director	\$305
Finance Manager	\$140
Operations Manager	\$140
Policy Analyst	\$100
Policy Analyst II	\$120
Principal	\$200
Program Coordinator	\$120
Research & Program Evaluation Manager	\$180
Senior Directing Attorney	\$200
Senior Policy Analyst II	\$150

*The Rates as set forth above are effective upon execution of the Agreement by both parties and continuing through June 30, 2025. Rates are an estimate and actual rates billed will be dependent on staff member performing task. Staff assigned to this project may change. Hourly rates are unique to individual staff members. Hourly rates are subject to increase annually, beginning on July 1 of subsequent years. On an annual basis, Consultant may adjust project staff and hourly rates among the various staffing positions, inclusive of rate increases or changes contingent upon written approval by the County Contract Administrator, in accordance with the Article titled "Compensation for Services, in the Agreement."

**Homebase
Exhibit B**

Vendor Assurance of Compliance with Nondiscrimination in State and Federally Assisted Programs

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

08/06/2024

Date

Nikka Rapkin
Nikka Rapkin (Aug 6, 2024 14:38 PDT)

Signature

870 Market Street, Suite 1228, San Francisco CA 94102

Address of vendor/recipient

(08/13/01)

**Homebase
Exhibit C
California Levine Act Statement**

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she accepts, solicits, or directs any political contributions totaling more than two hundred and fifty dollars (\$250) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, any elected official, and the chief administrative officer (collectively "Officer"). It is the Contractor's responsibility to confirm the appropriate "Officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contribution(s), or been solicited to make a contribution by an Officer or had an Officer direct you to make a contribution of more than \$250 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

_____ YES _____ NO

If yes, please identify the person(s) by name:
If no, please type N/A.

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution(s) of more than \$250 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

_____ YES _____ NO

If yes, please identify the person(s) by name:
If no, please type N/A.

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

08/06/2024

Date

Homebase

Type or write name of company

Nikka Rapkin

Nikka Rapkin (Aug 6, 2024 14:38 PDT)

Signature of authorized individual

Nikka Rapkin

Type or write name of authorized individual