

AGREEMENT FOR SERVICES #5446
AMENDMENT III
Transitional Housing Program Services

This Third Amendment to that Agreement for Services #5446, 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 Whole Person Learning, Inc., a California Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 11816 Kemper Road, Auburn, CA 95603 and whose Agent for Service of Process is Christina Nicholson, 11816 Kemper Road, Auburn, California 95603; (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, Contractor has been engaged by County to provide Transitional Housing Program (THP) services, in accordance with Agreement for Services #5446, dated May 10, 2021, Amendment I, dated November 23, 2021, and Amendment II, dated April 29, 2022, incorporated herein and made by reference a part hereof;

WHEREAS, Contractor 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, the parties hereto have mutually agreed to amend **ARTICLE II, Term, ARTICLE IV, Maximum Obligation, and ARTICLE XXIII, Conflict of Interest**; and

WHEREAS, unless otherwise specified herein, the following terms and conditions shall be effective upon final execution of this Amendment III to that Agreement #5446.

NOW THEREFORE, the parties do hereby agree that Agreement for Services #5446 shall be amended a third time as follows:

1) **ARTICLE II, Term** shall be amended in its entirety to read as follows:

ARTICLE II

Term: This Agreement shall become effective when fully executed by the parties hereto and shall cover the period from May 10, 2021 through October 15, 2026, or until all funds have been

expended, whichever occurs first, unless terminated earlier pursuant to the provisions contained herein this Agreement under ARTICLE XV, Default, Termination, and Cancellation or ARTICLE XIII, Fiscal Considerations.

2) **ARTICLE IV, Maximum Obligation** is hereby amended to read as follows:

ARTICLE IV

Maximum Obligation: The maximum contractual obligation under this Agreement shall not exceed the combined total of the Funding Agreement Total Allocation amounts as set forth herein:

Funding Agreement	Effective Dates	Total Allocation
Department of Housing and Community Development Agreement 20-THP-14143	January 22, 2021 – June 30, 2022	\$32,000
Department of Housing and Community Development Agreement 20-THP-15863	June 9, 2021 – June 30, 2023	\$32,000
Department of Housing and Community Development Agreement 21-THP-17283	October 15, 2021 – October 15, 2026	\$32,000
Maximum Obligation		\$96,000

In no event shall County be obligated to pay Contractor for any amount in excess of the Maximum Obligation, or for services provided past the termination date of each Funding Agreement.

3) **ARTICLE XXIII, Conflict of Interest** is hereby amended to read as follows:

ARTICLE XXIII

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 Contractor 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.

Contractor covenants that during the term of this Agreement neither it, or any officer or employee of the Contractor, 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 Contractor becomes aware of a conflict of interest related to this Agreement, Contractor 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), Contractor shall complete and sign the attached Exhibit D, marked "California Levine Act Statement," incorporated herein and made by reference a part hereof, regarding campaign contributions by Contractor, if any, to any officer of County.

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.


Except as herein amended, all other parts and sections of that Agreement #5446 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: 
Leslie Griffith (Mar 13, 2023 11:33 PDT)
Leslie Griffith, MSW
Assistant Director, Protective Services
Health and Human Services Agency

Dated: 03/13/2023

Requesting Department Head Concurrence:

By: 
Olivia Byron-Cooper (Mar 13, 2023 11:34 PDT)
Olivia Byron Cooper, MPH
Interim Director
Health and Human Services Agency

Dated: 03/13/2023

IN WITNESS WHEREOF, the parties hereto have executed this third Amendment to that Agreement for Services #5446 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: 4/4/23

By: Wendy Thomas
Wendy Thomas, Chair
Board of Supervisors
"County"

ATTEST:
Kim Dawson
Clerk of the Board of Supervisors

By: Kim Dawson
Deputy Clerk

Dated: 4/4/23

-- CONTRACTOR --

WHOLE PERSON LEARNING, INC.
A CALIFORNIA CORPORATION

By: Christina Nicholson
Christina Nicholson (Mar 14, 2023 14:42 PDT)
Christina Nicholson
President
"Contractor"

Dated: 03/14/2023

Whole Person Learning

Exhibit D

California Levine Act Statement

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 receives 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, and any elected official (collectively "Officer"). It is the Contractor's/Consultant'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 contributions 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 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.

03/14/2023

Date

Whole Person Learning

Type or write name of company


Christina Nicholson (Mar 14, 2023 14:42 PDT)

Signature of authorized individual

Christina Nicholson

Type or write name of authorized individual