

AGREEMENT FOR SERVICES #5919
AMENDMENT II

This Amendment II 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, 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 (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 CoC and to County staff in support of the Homeless Program in accordance with Agreement for Services #5919, dated September 1, 2021, and Amendment I, dated December 7, 2021, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to amend **Article I, "Scope of Services," Article II, "Term;"** and **Article III, "Compensation for Services;"** and

WHEREAS, the parties hereto have mutually agreed to add **Article XXXVIII, "Executive Order N-6-22 – Russia Sanctions;"** and **Article XXXIX, "Electronic Signatures;"** and

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

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

- 1) Article I, "Scope of Services" shall be 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. Support of Housing and Urban Development (HUD) eligible activities:
 - a. Assist the CoC to meet all Homeless Emergency Assistance and Rapid Transition to Housing Act (HEARTH) requirements, including;
 - i. Continued implementation of a coordinated entry system and system-wide performance measurement.
 - ii. Facilitate the submission of the CoC Program consolidated application, including the local competition process. Work in conjunction with new County Homeless Program Staff and CoC Board to gather information and compile answers for the 2021 CoC Consolidated application, and additional annual CoC applications, including preparation of required attachments. Train appropriate entities on local competition process.
 - iii. Work with County staff, Board members, and community stakeholders to address systemic challenges in preparation for 2021 CoC Program competition cycle, and additional annual CoC applications, including providing CoC trainings, developing strategies to respond to system gaps, and implementing such strategies
2. Ongoing support for the CoC Board, General Membership and Committees (hereinafter referred to as CoC Members)
 - a. Provide training and support to the CoC Members:
 - i. To promote transparency and community participation;
 - ii. To maintain records and correspondence for each body, including meeting minutes, service contracts, and all CoC documents (Governance Charter, Policies and Procedures, CoC Notice of Funding Award submissions, etc.). CoC officers will continue to take minutes, send announcements and monitor EDOK email accounts. Consultant will train appropriate staff or officer on website management as well as various HUD portals;
 - iii. To help ensure that appropriate membership is maintained in each body and that members are trained to carry out their functions; and
 - iv. To help ensure that the CoC is implementing all HUD requirements and provide best practices research and case studies to support CoC planning and program development, and positioning of the CoC program competition. Provide technical assistance via e-mail, meeting, or teleconference.
 - b. Provide capacity building and training to the CoC Members, to bolster the homeless system of care, in alignment with federal and state priorities and national best practices.
 - c. Provide technical assistance to the CoC Board regarding Coordinated Entry System services.
3. Provide training upon request and at CoC Board and general meetings. Attendance may be by video conference or in person, by mutual agreement.
4. Assist the CoC 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:
 - a. System Performance Measures;

- b. Annual Homeless Assessment Report (AHAR);
 - c. Grant Inventory Worksheet (GIW); and
 - d. Consolidated Application.
5. Provide monitoring and evaluation of CoC-funded entities at the request of the CoC or County and advise the CoC on system-wide performance and evaluation.
 6. Provide technical and capacity building assistance on funding applications for the CoC Members as approved by the CoC Board.
 7. Provide technical assistance to the CoC Board regarding competitive selection processes for subawards prepared and processed by the Administrative Entity on behalf of the CoC.
 8. Providing reports to the CoC through monthly reports to the CoC Leadership and bi-monthly staff reports to the CoC Board.

B. County Activities:

1. Provide 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.
 - a. Provide 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.
 - b. Provide consultation on state and federal policy developments, including research, analysis, and best practice recommendations.
 - c. Support facilitation of an annual priority planning process.
2. Provide technical assistance to allow the County to meet statutory reporting requirements.
3. Provide support and technical assistance as needed to the County Housing and Homelessness Services Program (HHSP) staff, including but may not be limited to:
 - a. Program design and development, including capacity building and training for staff;
 - b. Compliance with HUD requirements for Homeless Management Information System management; and
 - c. Provide training and technical assistance to HHSA HHSP staff assigned to support the CoC.
4. Reporting: Assist the County in meeting statutory reporting requirements.
5. Provide strategic support and consultation as needed on grant planning and meeting facilitation, which shall include but may not be limited to:
 - a. Identification and evaluation of potential Notice of Funding Availability (NOFA) and grant opportunities specific to HHSP.
 - b. Development of a summary on each potential NOFA or grant opportunity in collaboration with HHSA HHSP Program Manager for consideration and approval.
 - c. Provide technical assistance regarding applicable laws, rules, and required documentation relative to specific funding opportunities. 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.
 - d. Create agendas, develop communications with HHSA and appropriate stakeholders, and facilitate planning sessions for grant applications:
 - i. Provide technical assistance / training to HHSA staff on creating and facilitating planning sessions for grant applications.
 - e. Develop grant outline including benchmarks and strategies.

- f. Assist with program design and identification of potential partner agencies.
 - g. Coordinate with the county on the development of response to NOFA or grant application, in collaboration with the HHSa HHSP Program Manager, inclusive of narratives, forms, budgets and other required documents.
 - h. Provide written materials in a timely manner, including NOFA summaries, grant outlines including benchmarks and strategies, and narrative drafts.
 - i. Assist with development of County of El Dorado Board items and associated required documentation in collaboration with HHSa HHSP Program Manager, or designee.
6. Provide technical assistance to HHSa on grant management, which shall include but may not be limited to:.
- a. Provide technical assistance on establishing tools and methods for tracking grant related data and analysis.
 - b. Assist with grant reporting on an “as requested” basis.
 - c. Provide technical assistance on grant related activities.

2) Article II, “Term” shall be 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, 2023, unless terminated earlier pursuant to the provisions contained herein this Agreement under the Article(s) titled, “Default, Termination, and Cancellation” or “Fiscal Considerations.”

3) Article III, “Compensation for Services” 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:

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.

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. 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. 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:

<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>

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 \$550,000.

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 XXXVIII, “Executive Order N-6-22 – Russia Sanctions” shall be added in its entirety to read as follows:

Article XXXVIII

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.

5) Article XXXIX, “Electronic Signatures” shall be added in its entirety to read as follows:

Article XXXIX

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.

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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, MSW
Program Manager
Health and Human Services Agency

Dated: _____

Requesting Department Head Concurrence:

By: _____
Daniel Del Monte, MPA
Interim Director
Health and Human Services Agency

Dated: _____

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

-- COUNTY OF EL DORADO --

Dated: _____

By: _____

Lori Parlin, 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: _____
Margaret Lewis, Co-Chair
Board of Directors

Dated: _____

By: _____
Jennifer LaForce, Co-Chair
Board of Directors

Dated: _____

-- CONSULTANT --

THE CENTER FOR COMMON CONCERNS, INC.
A CALIFORNIA CORPORATION

By: _____
Nikka Rapkin
Chief Executive Officer
"Consultant"

Dated: _____

By: _____
Joan Catherine Braun
Assistant Treasurer

Dated: _____