

AGREEMENT FOR SERVICES #4532
AMENDMENT II
Child Abuse Prevention Council Activities

This Second Amendment to that Agreement for Services #4532, 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 El Dorado County Office of Education, a public agency, duly qualified to conduct business in the State of California, whose principal place of business is 6767 Green Valley Road, Placerville, California 95667; (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, Contractor has been engaged by County to provide coordinator services to the Child Abuse Prevention Council on behalf of the Health and Human Services Agency, in accordance with Agreement for Services #4532, dated June 9, 2020, incorporated herein and made by reference a part hereof;

WHEREAS, the parties hereto have mutually agreed to add funding to the prevention planning project in the scope of work, and increase the maximum compensation by an additional \$10,000 of said Agreement, hereby amending **ARTICLE IV, Maximum Obligation**;

WHEREAS, the parties hereto have mutually agreed to amend the Agreement to update the Conflict of Interest language, amending **ARTICLE XX, Conflict of Interest**, and adding **Exhibit H**, marked "California Levine Act Statement" incorporated herein and made by reference a part hereof;

WHEREAS, the parties hereto have mutually agreed to add **ARTICLE XXXVII, Executive Order N-6-22 Russian Sanctions**; and

WHEREAS, unless otherwise specified herein, the following terms and conditions shall be effective upon final execution of this Second Amendment to Agreement #4532;

NOW THEREFORE, the parties do hereby agree that Agreement for Services #4532 shall be amended a second time as follows:

1) **ARTICLE IV, Maximum Obligation** shall be amended in its entirety to read as follows:

ARTICLE IV

Maximum Obligation: The maximum contractual obligation under this Agreement shall not exceed \$450,000 for all of the stated services during the term of the Agreement.

| Furthermore, spending from each of the below funding sources shall not exceed the stated Annual contract term limit. | | | |
|--|----------------------------------|---------------|------------|
| FUNDING SOURCE | Annual amount per funding source | *Fund balance | Total |
| CCTF | \$20,000 | \$40,000* | \$100,000* |
| CAPIT | \$60,000 | | \$180,000 |
| CBCAP | \$30,000 | | \$90,000 |
| PSSF | \$20,000 | | \$60,000 |
| FFTA | \$10,000 | | \$20,000 |

*CCTF Fund balance: Total includes \$40,000 for potential additional activities. Additional activity expenses may occur with approval by both the CAPC Executive Committee and the Contract Administrator, up to the limit of the available fund balance.

For the identified activities funded by CCTF, the annual maximum shall be \$20,000 unless approval received for an additional project as stated above.

*FFTA funds are available in FY 22-23 for completion of the identified Comprehensive Prevention Planning activities.

2) **ARTICLE XX, Conflict of Interest** shall be amended in its entirety to read as follows:

ARTICLE XX

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 H, 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.

- 3) **ARTICLE XXXVII, Executive Order N-6-22 Russian Sanctions** is hereby added to read as follows:

ARTICLE XXXVII


Executive Order N-6-22 Russian 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 Contractor 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 Contractor advance written notice of such termination, allowing Contractor at least thirty (30) calendar days to provide a written response. Termination shall be at the sole discretion of the County.

Requesting Contract Administrator Concurrence:

By: 
Leslie Griffith (Mar 29, 2023 08:49 PDT)
Leslie Griffith, MSW
Assistant Director, Protective Services
Health and Human Services Agency

Dated: 03/29/2023

Requesting Department Head Concurrence:

By: 
Olivia Byron-Cooper (Mar 29, 2023 08:52 PDT)
Olivia Byron-Cooper, MPH
Interim Director
Health and Human Services Agency

Dated: 03/29/2023

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to that Agreement for Services #4532 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____

Dated: _____


Board of Supervisors
"County"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

-- EL DORADO COUNTY OFFICE OF EDUCATION --

By: 
Wendy Fredrickson
Deputy Superintendent
"Contractor"

Dated: 03/31/2023

El Dorado County Office of Education
Exhibit F
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 disclose 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.

03/31/2023

Date

EL DORADO COUNTY OFFICE OF EDUCATION

Type or write name of company



Signature of authorized individual

Wendy Frederickson

Type or write name of authorized individual












4532 A2

Final Audit Report


2023-03-31


| | |
|-----------------|---|
| Created: | 2023-03-28 |
| By: | Brian Michaelson (Brian.Michaelson@edcgov.us) |
| Status: | Signed |
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 Agreement completed.
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