

**AGREEMENT FOR SERVICES #8113**  
Point-in-Time Count Services

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**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 Social Entrepreneurs, Inc., a Nevada Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 6548 South McCarran Boulevard, Suite B, Reno, Nevada 89509 and whose Agent for Service of Process is CT Corporation System, 330 North Brand Boulevard, Glendale, California 91203 (hereinafter referred to as "Contractor");

**RECITALS**

**WHEREAS**, County has determined that it is necessary to obtain a Contractor to perform annual sheltered and bi-annual unsheltered Point-in-Time (PIT) Counts, surveys, and analysis of homeless individuals in El Dorado County and report preparation required by the United States Department of Housing and Urban Development (HUD);

**WHEREAS**, El Dorado County Health and Human Services Agency (HHSA) has been designated as the Administrative Entity (AE) for the El Dorado Opportunity Knocks Continuum of Care (EDOK EDOK CoC);

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

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

## ARTICLE I

**Scope of Services:** Contractor agrees to furnish the personnel and equipment necessary to provide specialized planning, training, guidance, and assistance to the EDOK CoC, with regard to the HUD mandated PIT Count and Housing Inventory Count (HIC) for all geographical areas in El Dorado County for the three (3) year period of 2024-2026. Contractor will execute the planned PIT and HIC Counts during the HUD required timeframe of the last two weeks of January during this planned period unless an alternate schedule is approved by HUD. Contractor will develop and lead a planning process that will result in the successful completion of annual PIT Counts and HIC that align with the HUD guidance and requirements in all areas of El Dorado County. Planned counts include:

- A. 2024 Unsheltered PIT Count, Sheltered PIT Count, and HIC: EDOK CoC will organize and oversee a PIT Count Planning Committee that will begin preparation, recruitment, and planning activities for the 2024 PIT Count to include selection of the dates of the count, volunteer recruitment, service provider outreach, and identification of local survey questions. Contractor shall develop comprehensive 2024 unsheltered PIT Count and survey methodology, complete 2024 PIT Counts and HIC fieldwork, and complete 2024 PIT and HIC survey data collection and reporting. Contractor shall be responsible for contracting with a software vendor for purchasing licenses for the mobile application to be used in the counts for data collection and reporting. Prior to submission, Contractor shall complete 2024 PIT and HIC data analysis including reviewing, cleaning, and validating all survey data collected by volunteers and will conduct any and all supplementary data collection or extrapolation to correct errors identified in HUD's Data Exchange (HDX) to prepare data for HDX submission and executive report. Contractor will ensure data collection, analysis and reporting are error free and submitted in the HDX by the HUD required date for the Unsheltered PIT Count in 2024, and the HIC and Sheltered PIT Count in 2024. Contractor will develop an Annual Report to summarize key findings to diverse audiences each count year. PIT Annual Reports will include an executive summary, methodology and results sections. Contractor is responsible for accuracy of all data provided in the Annual Report, including updating data based on HUD review and Annual Homeless Assessment Report (AHAR).
- B. 2025 Sheltered PIT Count and HIC: Contractor shall develop comprehensive 2025 sheltered PIT Count and HIC methodology, complete 2025 PIT Count and HIC fieldwork, and complete 2025 PIT and HIC survey data collection and reporting. Contractor shall be responsible for contracting with a software vendor for purchasing licenses for the mobile application to be used for data collection. Contractor shall complete 2025 PIT data analysis, prepare data for HDX submission and prepare and finalize executive survey and report. Contractor will ensure data collection, analysis and reporting are error free and submitted to HDX by the HUD required date in the HDX for the HIC and Sheltered PIT Count in 2025. Contractor will review, clean, and validate all survey data collected and will conduct any and all supplementary data collection or extrapolation to correct errors identified in HDX. Contractor will develop an Annual Report to summarize key findings to diverse audiences each count year. PIT Annual Reports will include an executive summary, methodology and results sections. Contractor is responsible for accuracy of all data provided in the Annual Report, including updating data based on HUD review and AHAR.

- C. 2026 Unsheltered PIT Count, Sheltered PIT Count, and HIC: Contractor shall develop comprehensive 2026 unsheltered PIT Count and survey methodology, complete 2026 PIT Counts and HIC fieldwork, and complete 2026 PIT and HIC survey data collection and reporting. Contractor shall be responsible for contracting with a software vendor for purchasing licenses for the mobile application to be used for data collection and reporting. Contractor shall complete 2026 PIT Count data analysis and prepare data for HDX submission and executive report. Prior to submission, Contractor will review, clean, and validate all survey data collected by volunteers and will conduct any and call supplementary data collection or extrapolation to correct errors identified in HDX. Contractor will ensure data collection, analysis and reporting are error free and submitted to HDX by the HUD required date in the HDX for the Unsheltered PIT Count in 2026, and the HIC and Sheltered PIT Count in 2026. Contractor will develop an Annual Report to summarize key findings to diverse audiences each count year. PIT Annual Reports will include an executive summary, methodology and results sections. Contractor is responsible for accuracy of all data provided in the Annual Report, including updating data based on HUD review and AHAR.
- D. 2024 and 2026 PIT Count Volunteer and Paid Surveyor Training and Temporary Staffing: Contractor shall engage, oversee, and provide PIT Count training to Countywide PIT Count survey administrator volunteers. In collaboration with the EDOK CoC, Contractor shall create and administer an online volunteer sign-up form to track the volunteers for the biannual PIT Counts and incorporate Exhibit A, marked “County of El Dorado Volunteer Release Form” incorporated herein and made by reference a part hereof, to the online volunteer sign-up process. Contractor shall ensure that all PIT Count volunteers for both the 2024 and 2026 PIT Counts sign Exhibit A prior to participation in the PIT Counts and return signed forms to the Contract Administrator. Exhibit A may be modified with the approval of County Counsel. In collaboration with the EDOK CoC, Contractor shall lead the recruitment, temporary staffing, and direct oversight of PIT Count survey team guides with homeless lived experience and provide technical training and expertise to these individuals for PIT Count activities. Contractor shall provide training on the PIT Count processes, canvassing maps, route planning, and day of PIT Count logistics, to HHSA, Housing and Homelessness Services staff, PIT Count volunteers, and other designated PIT Count committee members, and provide technical assistance to stakeholders involved in conducting the 2024 and 2026 PIT Counts in El Dorado County. To ensure consistent and comprehensive data collection, Contractor will manage and coordinate all activities on the planned day for conducting the count throughout El Dorado County.
- E. Reporting/Project Deliverables: Contractor is responsible for submitting on-time reports to HHSA staff through meeting specific deliverables related to each phase in the annual HIC and PIT Count process. Contractor shall meet the project deliverables and timelines as defined in Exhibit B marked “Deliverables,” incorporated herein and made by reference a part hereof. Contractor shall perform the services and tasks required under this Agreement in a safe, professional, skillful, and collaborative manner. Contractor is responsible for ensuring that its employees and PIT Count volunteers working under their leadership perform the services and tasks required under this Agreement accordingly.

**ARTICLE II**

**Term:** This Agreement shall become effective upon final execution by both parties hereto and shall cover the period December 5, 2023 through September 30, 2026.

**ARTICLE III**

**Compensation for Services:** For services provided herein, including any deliverables identified in Exhibit B marked “Deliverables,” County agrees to pay Contractor upon the satisfactory completion and County’s acceptance of work, in arrears. Payment shall be made within forty-five (45) days following County’s receipt and approval of invoices identifying the services rendered.

A. **Rates:** For the purposes of this Agreement, the billing rates shall in accordance with the not-to-exceed budget for this Agreement, as shown below, in the table marked “Budget.” Contractor may request to reallocate the expenses listed herein among the various staffing positions and operational costs, subject to Contract Administrator written approval. In no event shall the total not-to-exceed amount of the Agreement go over the amount shown in Article IV Maximum Obligation.

<b>Budget</b>	
<b>Position</b>	<b>Not to Exceed</b>
<b>Project Manager – Rate of \$175/hour beginning upon execution through May 31, 2025, Rate of \$190/hour beginning June 1, 2025 continuing through the end of the Agreement</b>	<b>\$ 48,477.50</b>
<b>Client Service Associate – Rate of \$145/hour beginning upon execution through May 31, 2025, Rate of \$160/hour beginning June 1, 2025 continuing through the end of the Agreement</b>	<b>\$ 35,115.00</b>
<b>Client Service Associate – Rate of \$145/hour beginning upon execution through May 31, 2025, Rate of \$160/hour beginning June 1, 2025 continuing through the end of the Agreement</b>	<b>\$ 10,310.00</b>
<b>Principal – Rate of \$205/hour beginning upon execution through May 31, 2025, Rate of \$220/hour beginning June 1, 2025 continuing through the end of the Agreement</b>	<b>\$ 7,040.00</b>
<b>Research Associate – Rate of \$105/hour beginning upon execution through May 31, 2025, Rate of \$120/hour beginning June 1, 2025 continuing through the end of the Agreement</b>	<b>\$ 4,440.00</b>
<b>Controller – Rate of \$175/hour beginning upon execution through May 31, 2025, Rate of \$190/hour beginning June 1, 2025 continuing through the end of the Agreement</b>	<b>\$ 4,860.00</b>
<b>Total Contractors and Consultant Costs</b>	<b>\$ 110,242.50</b>
<b>El Dorado County Operational Costs, Supplies, and Telecommunications</b>	
<b>Mileage</b>	<b>\$ 1,801.25</b>
<b>Lodging</b>	<b>\$ 871.20</b>
<b>Meals</b>	<b>\$ 330.00</b>
<b>Incentives to support participation in the Unsheltered Count in 2024 and 2026</b>	<b>\$ 1,000.00</b>

<b>Mobile application usage/licensing fees to support consistent data collection for the Unsheltered Count in 2024 and 2026</b>	<b>\$ 15,750.00</b>
<b>Total Operational Costs</b>	<b>\$ 19,752.45</b>
<b>Direct Costs Subtotal</b>	<b>\$ 129,994.95</b>
<b>Indirect Costs: Facilities and Administrative Costs</b>	<b>Not/Applicable</b>
<b>TOTAL Costs / Budget for Entire Contract</b>	<b>\$ 129,994.95</b>

Reimbursement for mileage expenses for Contractor and subcontractors, 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.edcgov.us/Government/BOS/Policies/Documents/D-1>, at the time the mileage expenses are incurred. There shall be no markups allowed on mileage expenses for Contractor or for any subcontractor. Any reimbursements for mileage expenses will only be made if such expenses are included in the Cost Proposal of an approved and fully executed Work Order issued pursuant to this Agreement.

B. **Invoices:** It is a requirement of this Agreement that Contractor shall submit an original invoice, similar in content and format with the following sample available at: [https://www.edcgov.us/Government/hhsa/Pages/hhsa\\_contractor\\_resources.aspx](https://www.edcgov.us/Government/hhsa/Pages/hhsa_contractor_resources.aspx) and shall reference this Agreement number on their faces.

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

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

or to such other location as County directs.

**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, Contractor 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 Contractor 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 \$129,994.95.

#### **ARTICLE V**

**Ownership of Data:** Upon completion or earlier termination of all services under this Agreement, ownership and title to all reports, documents, plans, maps, specifications, estimates, compilations, photographs, videos, and any and all other materials or data produced or obtained as part of this Agreement will automatically be vested in County without restriction or limitation on their use, and no further Agreement will be necessary to transfer ownership to County. Copies may be made for Contractor’s records, but shall not be furnished to others without prior written authorization from County’s Contract Administrator. Such deliverables shall be deemed works made for hire and all rights in copyright therein shall be retained by County. Contractor shall furnish County all necessary copies of data, including data stored in electronic format, needed to complete the review and approval process of the services and deliverables provided under this Agreement.

If a submittal or deliverable is required to be an electronic file, Contractor shall produce the file using Microsoft (MS) Office 2010 applications (specifically, MS Word, MS PowerPoint, and MS Excel). Signed reports shall be submitted in Adobe portable document format (PDF). Newer versions of software may be used and other types of software used for analytical purposes may be authorized if approved in advance of the submittal by County’s Contract Administrator. Contractor shall submit all deliverables to County’s Contract Administrator. Failure to submit the required deliverables in the format required shall be grounds for termination of the Agreement, as provided in the Article titled, “Default, Termination, and Cancellation,” herein.

#### **ARTICLE VI**

##### **Audits, Compliance, and Monitoring:**

- A. Contractor 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. Contractors 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 Contractor 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 Contractor 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, the Contractor 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 VII**

### **Nondiscrimination:**

- A. County may require Contractor's services on projects involving funding from various state and/or federal agencies, and as a consequence, Contractor shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Contractor 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; Contractor 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. Contractor and its employees and representatives shall give written notice of their obligations under this clause as required by law.
- B. Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Contractor'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. Contractor shall comply with Exhibit C, marked "Vendor Assurance of Compliance with Nondiscrimination in State and Federally Assisted Programs," incorporated herein and made by reference a part hereof. Contractor shall acknowledge compliance by signing and returning Exhibit C upon request by County.

## **ARTICLE VIII**

**Taxes:** Contractor certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Contractor to County. Contractor agrees that it shall not default on any obligations to County during the term of this Agreement.

## **ARTICLE IX**

**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 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.

## **ARTICLE X**

**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 XI**

**Contractor 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 Contractor, and Contractor may perform similar work or services for others. However, Contractor 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 Contractor's responsibilities or hinder Contractor's performance of services hereunder, unless County's Contract Administrator, in writing, authorizes that agreement or sharing of information.

## **ARTICLE XII**

**Confidentiality:** Contractor 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. Contractor, and all Contractor'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 XIII**

**Health Insurance Portability and Accountability Act (HIPAA) Compliance:** As a condition of Contractor performing services for County, Contractor shall execute Exhibit D, marked “HIPAA Business Associate Agreement,” incorporated herein and made by reference a part hereof.

### **ARTICLE XIV**

**Assignment and Delegation:** Contractor is engaged by County for its unique qualifications and skills as well as those of its personnel. Contractor 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 Contractor receives written consent to subcontract services under this Agreement, Contractor is required to ensure subcontractor remains in compliance with the terms and conditions of this Agreement. In addition, Contractor is required to monitor subcontractor’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 contractor relationship will be created by this contract. Contractor 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. Contractor exclusively assumes responsibility for acts of its employees, agents, affiliates, and subcontractors, 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 Contractor. Those persons will be entirely and exclusively under the direction, supervision, and control of Contractor.

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 Contractor performs the work or services for accomplishing the results. Contractor understands and agrees that Contractor lacks the authority to bind County or incur any obligations on behalf of County.

Contractor, including any subcontractor or employees of Contractor, 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. Contractor 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 Contractor. Contractor shall not be subject to the work schedules or vacation periods that apply to County employees.

Contractor 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 Contractor provides for its employees. Contractor 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 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, El Dorado 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 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 the 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:** Contractor 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, Contractor 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.

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 Contractor 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 Contractor, the excess costs to procure from an alternate source.
2. County shall pay Contractor the sum due to Contractor 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 Contractor under this Agreement and the balance, if any, shall be paid to Contractor upon demand.
3. County may require Contractor 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 Contractor in this Agreement proves to have been false or misleading in any respect.
  3. Contractor 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 Contractor.
- C. Ceasing Performance: County may terminate this Agreement immediately in the event Contractor 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. 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 Contractor, 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, Contractor 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 and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. 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  
[hhsa-contract@edcgov.us](mailto:hhsa-contract@edcgov.us)

or to such other location as the County directs.

With a copy to:

COUNTY OF EL DORADO  
Chief Administrative Office  
Procurement and Contracts Division  
330 Fair Lane  
Placerville, CA 95667  
ATTN: Purchasing Agent

Notices to Contractor shall be addressed as follows:

SOCIAL ENTREPRENEURS, INC.  
6548 S. McCarran Blvd.  
Reno, Nevada 89509  
ATTN: Kelly Marschall, Chief Executive Officer  
[kmarschall@socialent.com](mailto:kmarschall@socialent.com)

or to such other location as the Contractor directs.

#### **ARTICLE XX**

**Change of Address:** In the event of a change in address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor 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, Contractor 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 Contractor 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 Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

The insurance obligations of Contractor 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:** Contractor shall provide proof of a policy of insurance satisfactory to the County of El Dorado Risk Manager and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor 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 Contractor in the performance of the Agreement.
- D. In the event Contractor 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. Contractor 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. Contractor 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, Contractor 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 Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor 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 Contractor'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 Contractor'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 Contractor 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. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor 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:

1. 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
2. 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 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 E, 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.

#### **ARTICLE XXVI**

**Nonresident Withholding:** If Contractor is not a California resident, Contractor shall provide documentation that the State of California has granted a withholding exemption or authorized reduced withholding prior to execution of this Agreement or County shall withhold seven (7%) percent of each payment made to the Contractor during term of the Agreement as required by law. This requirement applies to any agreement/contract exceeding \$1,500.00. Contractor shall indemnify and hold the County harmless for any action taken by the California Franchise Tax Board.

#### **ARTICLE XXVII**

**County Payee Data Record Form:** All independent Contractors 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. Contractor 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:** Contractor hereby represents and warrants that Contractor and any of its subcontractors employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Contractor and its subcontractors to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Contractor 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, MSW, Program Manager, Housing and Homelessness Services, Health and Human Services Agency, or successor.

### **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, MSW  
Program Manager  
Housing and Homelessness Services

Dated: \_\_\_\_\_

**Requesting Department Head Concurrence:**

By: \_\_\_\_\_  
Olivia Byron-Cooper, MPH  
Director  
Health and Human Services Agency

Dated: \_\_\_\_\_

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: \_\_\_\_\_

**-- SOCIAL ENTREPRENEURS, INC. --**

By: \_\_\_\_\_  
Kelly Marschall  
Chief Executive Officer  
"Contractor"

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Lisa Watson  
Secretary

Dated: \_\_\_\_\_