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COUNTY OF SISKIYOU
CONTRACT FOR SERVICES
FOR BOARD OF SUPERVISORS SIGNATURE

This Contract is entered into on the date when it has been both approved by the Board and signed by all other parties to it.

COUNTY: Siskiyou County Health and Human Services Agency
Behavioral Health Division
2060 Campus Drive
Yreka, California 96097
(530) 841-4100 Phone
(530) 841-4133 Fax

And

CONTRACTOR: James Coles dba Housing Tools, LLC, a sole proprietor
3400 Cottage Way, Suite B
Sacramento, California 95825
(916) 692-8544 Phone
jcoles@housing-tools.com

ARTICLE 1. TERM OF CONTRACT

1.01 Contract Term: This Contract shall become effective on July 1, 2023, and shall terminate on June 30, 2026, unless terminated in accordance with the provisions of Article 7 of this Contract or as otherwise provided herein.

ARTICLE 2. INDEPENDENT CONTRACTOR STATUS

2.01 Independent Contractor: It is the express intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venture or partner of County. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between County and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Contract.

ARTICLE 3. SERVICES

3.01 Scope of Services: Contractor agrees to furnish the following services: Contractor shall provide the services described in Exhibit “A” attached hereto.

No additional services shall be performed by Contractor unless approved in advance in writing by the County stating the dollar value of the services, the

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method of payment, and any adjustment in contract time or other contract terms. All such services are to be coordinated with County and the results of the work shall be monitored by the Health and Human Services Agency Director (or his or her designee).

To the extent that Exhibit A contains terms in conflict with this Contract or to the extent that it seeks to supplement a provision regarding a subject already fully addressed in this Contract, including a clause similar to this seeking to render its language superior to conflicting language in this Contract, such language is hereby expressly deemed null and void by all parties upon execution of this Contract.

3.02 Method of Performing Services: Contractor will determine the method, details, and means of performing the above-described services including measures to protect the safety of the traveling public and Contractor's employees. County shall not have the right to, and shall not, control the manner or determine the method of accomplishing Contractor's services.

3.03 Employment of Assistants: Contractor may, at the Contractor's own expense, employ such assistants as Contractor deems necessary to perform the services required of Contractor by this Contract. County may not control, direct, or supervise Contractor's assistants or employees in the performance of those services.

ARTICLE 4. COMPENSATION

4.01 Compensation: In consideration for the services to be performed by Contractor, County agrees to pay Contractor in proportion to services satisfactorily performed as specified in Exhibit "A". Payment shall not exceed amount appropriated by the Board of Supervisors for such services for the fiscal year.

4.02 Invoices: Contractor shall submit detailed invoices for all services being rendered.

4.03 Date for Payment of Compensation: County shall pay within 30 days of receipt of invoices from the Contractor to the County, and approval and acceptance of the work by the County.

4.04 Expenses: Contractor shall be responsible for all costs and expenses incident to the performance of services for County, including but not limited to, all costs of materials, equipment, all fees, fines, licenses, bonds or taxes required of or imposed against Contractor and all other of Contractor's costs of doing business. County shall not be responsible for any expense incurred by Contractor in performing services for County.

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ARTICLE 5. OBLIGATIONS OF CONTRACTOR

5.01 Contractor Qualifications: Contractor warrants that Contractor has the necessary licenses, experience and technical skills to provide services under this Contract.

5.02 Contract Management: Contractor shall report to the (department head) or his or her designee who will review the activities and performance of the Contractor and administer this Contract.

5.03 Tools and Instrumentalities: Contractor will supply all tools and instrumentalities required to perform the services under this Contract. Contractor is not required to purchase or rent any tools, equipment or services from County.

5.04 Workers' Compensation: Contractor shall maintain a workers' compensation plan covering all its employees as required by California Labor Code Section 3700, either through workers' compensation insurance issued by an insurance company or through a plan of self-insurance certified by the State Director of Industrial Relations. If Contractor elects to be self-insured, the certificate of insurance otherwise required by this Contract shall be replaced with a consent to self-insure issued by the State Director of Industrial Relations. Proof of such insurance shall be provided before any work is commenced under this contract. No payment shall be made unless such proof of insurance is provided.

5.05 Indemnification: Contractor shall indemnify and hold County harmless against any and all liability imposed or claimed, including attorney's fees and other legal expenses, arising directly or indirectly from any act or failure of Contractor or Contractor's assistants, employees or agents, including all claims relating to the injury or death of any person or damage to any property. Contractor agrees to maintain a policy of liability insurance in the minimum amount of ($1,000,000) One Million Dollars, to cover such claims or in an amount determined appropriate by the County Risk Manager. If the amount of insurance is reduced by the County Risk Manager such reduction must be in writing. Contractor shall furnish a certificate of insurance evidencing such insurance and naming the County as an additional insured for the above-cited liability coverage prior to commencing work. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by County of insurance certificates and endorsements required under this Contract does not relieve Contractor from liability or limit Contractor's liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Contract, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

5.06 General Liability and Automobile Insurance: During the term of this Contract, Contractor shall obtain and keep in full force and effect a commercial, general liability and automobile policy or policies of at least ($1,000,000) One Million

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Dollars, combined limit for bodily injury and property damage; the County, its officers, employees, volunteers and agents are to be named additional insured under the policies, and the policies shall stipulate that this insurance will operate as primary insurance for work performed by Contractor and its sub-contractors, and that no other insurance effected by County or other named insured will be called on to cover a loss covered thereunder. All insurance required herein shall be provided by a company authorized to do business in the State of California and possess at least a Best A:VII rating or as may otherwise be acceptable to County. The General Liability insurance shall be provided by an ISO Commercial General Liability policy, with edition dates of 1985, 1988, or 1990 or other form satisfactory to County. The County will be named as an additional insured using ISO form CG 2010 1185 or the same form with an edition date no later than 1990, or in other form satisfactory to County.

5.07 Certificate of Insurance and Endorsements: Contractor shall obtain and file with the County prior to engaging in any operation or activity set forth in this Contract, certificates of insurance evidencing additional insured coverage as set forth in paragraphs 5.04 and 5.10 and which shall provide that no cancellation, reduction in coverage or expiration by the insurance company will be made during the term of this Contract, without thirty (30) days written notice to County prior to the effective date of such cancellation. **Naming the County as a "Certificate Holder" or other similar language is NOT sufficient satisfaction of the requirement.** Prior to commencement of performance of services by Contractor and prior to any obligations of County, contractor shall file certificates of insurance with County showing that Contractor has in effect the insurance required by this Contract. Contractor shall file a new or amended certificate on the certificate then on file. **If changes are made during the term of this Contract, no work shall be performed under this agreement, and no payment may be made until such certificate of insurance evidencing the coverage in paragraphs, 5.05, the general liability policy set forth in 5.06 and 5.10 are provided to County.**

5.08 Public Employees Retirement System (CalPERS): In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Contract is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of the County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions of CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County. Contractor understands and agrees that his personnel are not, and will not be, eligible for memberships in, or any benefits from, any County group plan for hospital, surgical or medical insurance, or for membership in any County retirement program, or for paid vacation, paid sick leave, or other leave, with or without pay, or for any other benefit which accrues to a County employee.

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5.09 IRS/FTB Indemnity Assignment: Contractor shall defend, indemnify, and hold harmless the County, its officers, agents, and employees, from and against any adverse determination made by the Internal Revenue Service of the State Franchise Tax Board with respect to Contractor's "independent contractor" status that would establish a liability for failure to make social security and income tax withholding payments.

5.10 Professional Liability: If Contractor or any of its officers, agents, employees, volunteers, contactors or subcontractors are required to be professionally licensed or certified by any agency of the State of California in order to perform any of the work or services identified herein, Contractor shall procure and maintain in force throughout the duration of the Contract a professional liability insurance policy with a minimum coverage level of ($1,000,000) One Million Dollars, or as determined in writing by County's Risk Management Department.

5.11 State and Federal Taxes: As Contractor is not County's employee, Contractor is responsible for paying all required state and federal taxes. In particular:

a. County will not withhold FICA (Social Security) from Contractor's payments;
b. County will not make state or federal unemployment insurance contributions on behalf of Contractor.
c. County will not withhold state or federal income tax from payment to Contractor.
d. County will not make disability insurance contributions on behalf of Contractor.
e. County will not obtain workers' compensation insurance on behalf of Contractor.

5.12 Records: All reports and other materials collected or produced by the Contractor or any subcontractor of Contractor shall, after completion and acceptance of the Contract, become the property of County, and shall not be subject to any copyright claimed by the Contractor, subcontractor, or their agents or employees. Contractor may retain copies of all such materials exclusively for administration purposes. Any use of completed or uncompleted documents for other projects by Contractor, any subcontractor, or any of their agents or employees, without the prior written consent of County is prohibited. It is further understood and agreed that all plans, studies, specifications, data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Contractor relating to the matters covered by this Contract shall be the property of the County, and Contractor hereby agrees to deliver the same to the County upon request. It is also understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared pursuant to this Contract are prepared specifically for the County and are not necessarily suitable for any future or other use.

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5.13 Contractor's Books and Records: Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the County for a minimum of five (5) years, or for any longer period required by law, from the date of final payment to the Contractor under this Contract. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the County.

5.14 Assignability of Contract: It is understood and agreed that this Contract contemplates personal performance by the Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Contractor under this Contract will be permitted only with the express written consent of the County.

5.15 Warranty of Contractor: Contractor warrants that it, and each of its personnel, where necessary, are properly certified and licensed under the laws and regulations of the State of California to provide the special services agreed to.

5.16 Withholding for Non-Resident Contractor: Pursuant to California Revenue and Taxation Code Section 18662, payments made to nonresident independent contractors, including corporations and partnerships that do not have a permanent place of business in this state, are subject to 7 percent state income tax withholding.

Withholding is required if the total yearly payments made under this contract exceed $1,500.00.

Unless the Franchise Tax Board has authorized a reduced rate or waiver of withholding and County is provided evidence of such reduction/waiver, all nonresident contractors will be subject to the withholding. It is the responsibility of the Contractor to submit the Waiver Request (Form 588) to the Franchise Tax Board as soon as possible in order to allow time for the Franchise Tax Board to review the request.

5.17 Compliance with Child, Family and Spousal Support Reporting Obligations: Contractor's failure to comply with state and federal child, family and spousal support reporting requirements regarding contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations shall constitute a default under this Contract. Contractor's failure to cure such default within ninety (90) days of notice by County shall be grounds for termination of this Contract.

5.18 Conflict of Interest: Contractor covenants that it presently has no interest and shall not acquire an interest, direct or indirect, financial or otherwise, which would

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conflict in any manner or degree with the performance of the services hereunder. Contractor further covenants that, in the performance of this Contract, no subcontractor or person having such an interest shall be used or employed. Contractor certifies that no one who has or will have any financial interest under this contract is an officer or employee of County.

5.19 Compliance with Applicable Laws: Contractor shall comply with all applicable federal, state and local laws now or hereafter in force, and with any applicable regulations, in performing the work and providing the services specified in this Contract. This obligation includes, without limitations, the acquisition and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this Contract.

5.20 Bankruptcy: Contractor shall immediately notify County in the event that Contractor ceases conducting business in the normal manner, becomes insolvent, makes a general assignment for the benefit of creditors, suffer or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.

ARTICLE 6. OBLIGATIONS OF COUNTY

6.01 Cooperation of County: County agrees to comply with all reasonable requests of Contractor (to provide reasonable access to documents and information as permitted by law) necessary to the performance of Contractor's duties under this Contract.

ARTICLE 7. TERMINATION

7.01 Termination on Occurrence of Stated Events: This Contract shall terminate automatically on the occurrence of any of the following events:

1. Bankruptcy or insolvency of Contractor
2. Death of Contractor

7.02 Termination by County for Default of Contractor: Should Contractor default in the performance of this Contract or materially breach any of its provisions, County, at County's option, may terminate this Contract by giving written notification to Contractor.

7.03 Termination for Convenience of County: County may terminate this Contract at any time by providing a notice in writing to Contractor that the Contract is terminated. Said Contract shall then be deemed terminated and no further work shall be performed by Contractor. If the Contract is so terminated, the Contractor shall be paid for that percentage of the phase of work actually completed, based

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on a pro rata portion of the compensation for said phase satisfactorily completed at the time of notice of termination is received.

7.04 Termination of Funding: County may terminate this Contract in any fiscal year in that it is determined there is not sufficient funding. California Constitution Article XVI Section 18.

ARTICLE 8. GENERAL PROVISIONS

8.01 Notices: Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid or return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Contract, but each party may change the address by written notice in accordance with the paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing.

8.02 Entire Agreement of the Parties: This contract supersedes any and all contracts, either oral or written, between the Parties hereto with respect to the rendering of services by Contractor for County and contains all the covenants and contracts between the parties with respect to the enduring of such services in any manner whatsoever. Each Party to this Contract acknowledges that no representations, inducements, promises, or contract, orally or otherwise, have been made by any party, or anyone acting on behalf of any Party, which are not embodied herein, and that no other contract, statement, or promise not contained in this Contract shall be valid or binding. Any modification of this Contract will be effective only if it is in writing signed by the Party to be charged and approved by the County as provided herein or as otherwise required by law.

8.03 Partial Invalidity: If any provision in this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

8.04 Attorney's Fees: If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Contract, the prevailing Party will be entitled to reasonable attorney's fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

8.05 Conformance to Applicable Laws: Contractor shall comply with the standard of care regarding all applicable federal, state and county laws, rules and ordinances. Contractor shall not discriminate in the employment of persons who work under this contract because of race, the color, national origin, ancestry, disability, sex or religion of such person.

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8.06 Waiver: In the event that either County or Contractor shall at any time or times waive any breach of this Contract by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Contract, whether of the same or any other covenant, condition or obligation.

8.07 Governing Law: This Contract and all matters relating to it shall be governed by the laws of the State of California and the County of Siskiyou and any action brought relating to this Contract shall be brought exclusively in a state court in the County of Siskiyou.

8.08 Reduction of Consideration: Contractor agrees that County shall have the right to deduct from any payments contracted for under this Contract any amount owed to County by Contractor as a result of any obligation arising prior or subsequent to the execution of this contract. For purposes of this paragraph, obligations arising prior to the execution of this contract may include, but are not limited to any property tax, secured or unsecured, which tax is in arrears. If County exercises the right to reduce the consideration specified in this Contract, County shall give Contractor notice of the amount of any off-set and the reason for the deduction.

8.09 Negotiated Contract: This Contract has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Contract within the meaning of California Civil Code Section 1654. Each party hereby represents and warrants that in executing this Contract it does so with full knowledge of the rights and duties it may have with respect to the other. Each party also represents and warrants that it has received independent legal advice from its attorney with respect to the matters set forth in this Contract and the rights and duties arising out of this Contract, or that such party willingly foregoes any such consultation.

8.10 Time is of the Essence: Time is of the essence in the performance of this Contract.

8.11 Materiality: The parties consider each and every term, covenant, and provision of this Contract to be material and reasonable.

8.12 Authority and Capacity: Contractor and Contractor's signatory each warrant and represent that each has full authority and capacity to enter into this Contract.

8.13 Binding on Successors: All of the conditions, covenants and terms herein contained shall apply to, and bind, the heirs, successors, executors, administrators and assigns of Contractor. Contractor and all of Contractor's heirs, successors, executors, administrators, and assigns shall be jointly and severally liable under the Contract.

8.14 Cumulation of Remedies: All of the various rights, options, elections, powers and remedies of the parties shall be construed as cumulative, and no one of them

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exclusive of any other or of any other legal or equitable remedy which a party might otherwise have in the event of a breach or default of any condition, covenant or term by the other party. The exercise of any single right, option, election, power or remedy shall not, in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been fully performed.

8.15 No Reliance On Representations: Each party hereby represents and warrants that it is not relying, and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Contract, may hereunder turn out to be other than, or different from the facts now known to such party as true, or believed by such party to be true. The parties expressly assume the risk of the facts turning out to be different and agree that this Contract shall be effective in all respects and shall not be subject to rescission by reason of any such difference in facts.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the dates set forth below, each signatory represents that they have the authority to execute this agreement and to bind the Party on whose behalf their execution is made.

COUNTY OF SISKIYOU

Date: 12/7/2023

DocuSigned by:
Ed Valenzuela
9E17BEA33A7143E...
ED VALENZUELA, CHAIR
Board of Supervisors
County of Siskiyou
State of California

ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors

DocuSigned by:
By: Wendy Winningham
CE7D2520D1E5444...
Deputy

CONTRACTOR: James Coles dba Housing Tools, LLC

Date: 10/23/2023

DocuSigned by:
James Cole
F1278D868D9A491...
James Coles, Sole Proprietor

Date: _____

_____
N/A

License No.: N/A
(Licensed in accordance with an act providing for the registration of contractors)

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

TAXPAYER I.D. On File

ACCOUNTING:

Fund	Organization	Account	Activity Code
2120	501010	723000	
2129	401031	723000	163

	FY23/24	FY24/25	FY25/26	
2120:	$10,000	$10,000	$10,000	
2129:	$83,098.74	$97,281.26	$99,750	
	$93,098.74	$107,281.26	$109,750	$310,130.00 - Total

Encumbrance number (if applicable):

If not to exceed, include amount not to exceed: $310,130.00.

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Exhibit "A"

Scope of Services and Schedule

Consultant will provide the following services as described below relating to housing and community development. Services are grouped into the activities listed below.

- **Activity 1:** Formula Permanent Local Housing Allocation (PLHA) Program
- **Activity 2:** Competitive PLHA Program
- **Activity 3:** Housing Development Technical Assistance
- **Activity 4:** Housing and Homelessness Request for Proposals and Qualifications (RFP/RFQ)
- **Activity 5:** Community Care Expansion (CCE) Preservation Program
- **Activity 6:** South County Assessment & Plan
- **Activity 7:** Behavioral Health Continuum Infrastructure Program (BHCIP)
- **Activity 8:** Coordination and General Technical Assistance

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Below is an itemized listing of potential tasks. Each task includes scope of work, schedule, and proposed budget. *Each Task will be billed hourly, not to exceed the amount shown in the budget column*. You may choose to incorporate some or all of these tasks into a contract for housing and community development services with Housing Tools.

Activity/Task	**Scope of Work**	**Schedule**	**Proposed Budget**
Activity 1: Formula Permanent Local Housing Allocation (PLHA) Program			
Task 1.1: PLHA Annual Progress Reports	Provide technical assistance to County staff to complete the nine (9) Annual Progress Reports (APRs) for the County and the Cities/Towns. Siskiyou County staff takes the lead and Housing Tools staff reviews and edits the APRs.	Annually July 1-31st in 2023, 2024, and 2025	$5,000
Task 1.2: PLHA Annual Streamlined Applications	Provide technical assistance to County staff to complete the nine (9) Annual Streamlined Applications for the County and the Cities/Towns. Siskiyou County staff takes the lead and Housing Tools staff reviews and edits the ASAs.	Annually July 1-December 31st in 2023 and 2024 depending on NOFA schedule	$3,300
Task 1.3: PLHA 2nd 5-Year Cycle of Formula Funds.	Provide technical assistance to County staff to submit the 2nd 5-year cycle of formula funds Plans/Applications – up to ten (10) applications for the County and the Cities/Towns. Siskiyou County staff takes the lead and Housing Tools staff reviews, edits, drafts, and helps submit materials as needed and directed by the County. This includes materials such as: Legally Binding Agreements, Plan/Application forms, resolutions, public notices, staff reports, presentations, and supporting documentation.	July 1-December 31st in 2025, depending on NOFA schedule	$20,000

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Task 1.4 PLHA Requests for Funds and Supporting Documentation	Housing Tools staff takes the lead on Requests for Funds and Supporting Documentation for the County and the Cities/Towns, including coordination, preparing materials, etc. Siskiyou County staff reviews items and provides assistance as needed as the administrative entity.	Ongoing July 1, 2023 to June 30, 2026	$13,750
Task 1.5: PLHA Annual Long-Term Monitoring of Rental Housing	Housing Tools staff takes the lead on Annual Long-Term Monitoring of Rental Housing for the County and Cities/Towns, including coordination/correspondence, preparing materials, conducting onsite visits in Yreka, etc. Siskiyou County staff reviews items and provides assistance as needed as the administrative entity.	Annually May 1- June 30th in 2024, 2025, and 2026	$18,000
Task 1.6: PLHA Project Files Documentation	Housing Tools staff takes the lead on Project Files Documentation for the County and Cities/Towns, including coordination, preparing materials, organizing files, etc. Siskiyou County staff reviews items and provides assistance as needed as the administrative entity.	Ongoing July 1, 2023 to June 30, 2026	$7,500
Task 1.7: PLHA Preparing and Maintaining a Tracking System for Formula Funds	Housing Tools staff takes the lead on Preparing and Maintaining a Tracking System for Formula Funds for the County and Cities/Towns. Siskiyou staff County reviews and provides assistance as needed as the administrative entity.	Ongoing July 1, 2023 to June 30, 2026	$7,500
Task 1.8: PLHA Ad-Hoc Technical Assistance and Coordination	Housing Tools staff provides Ad-Hoc TA and Coordination to Siskiyou County staff, including assisting with communication with HCD, Cities/Towns, service providers, developers, etc.	Ongoing July 1, 2023 to June 30, 2026	$20,000

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Activity 1 Total			**$95,050**
Activity 2: Competitive PLHA Program			
Task 2.1: Determine Program Feasibility and Appropriateness	Review 2024 Competitive PLHA NOFA and discuss the feasibility and appropriateness of this funding for County housing and community development activities.	August 2024	$1,650
Task 2.2: Competitive PLHA Program Application	If deemed feasible and appropriate, provide technical assistance to the County and its partners to submit a competitive PLHA program application.	August 2024 to October 2024	$8,350
Activity 2 Total			**$10,000**
Activity 3: Housing Development Technical Assistance			
Task 3.1: Underwriting and Financial Review	Provide underwriting and financial review of proposed project from developers selected through RFQs/RFPs.	January-October 2024	$3,000
Task 3.2: Prepare Loan Documents and Secure Approvals	Draft loan documents for project from developer selected through RFQs/RFPs. Assist with staff reports and presentations to secure Board approvals.	November-December 2024	$6,000
Task 3.3: Coordinate Construction Loan Closing	Coordinate closing with respect to County funding of project from developer selected through RFQs/RFPs.	November 2024-February 2025	$9,000
Task 3.4: General Housing Development Technical Assistance	Provide overall project coordination, meeting participation, and technical assistance for project from developer selected through RFQs/RFPs.	July 2023-June 2026	$9,000
Activity 3 Total			**$27,000**

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Activity 4: Housing & Homelessness Request for Proposals and Qualifications (RFQ/RFP)			
Task 4.1: Project Basecamp Implementation Meetings	Attend the twice monthly 60-minute Project Basecamp implementation meetings between the selected organization of the RFP and the County. Provide guidance, take notes, and research follow-up items as requested by the County.	July 2023 – December 2023	**$1,320** ($220 per month for six months)
Task 4.2: Project Basecamp Community Engagement	Assist in facilitating a community engagement activity, such as a community meeting, with the selected organization of the RFP. The purpose is to begin or deepen the connection between the organization and the community, building both rapport and support.	Timing to be determined by County	$3,500
Task 4.3: Project Basecamp Ad-Hoc Technical Assistance	As directed by the County, assist with ad-hoc technical assistance research and tasks related to the implementation of Project Basecamp.	Timing to be determined by County	$2,500
Task 4.4: Request for Proposals/Qualifications	Assist the County to adjust the 2023 RFP/RFQ to solicit interest from developers, construction firms, and service providers for projects including but not limited to Homekey, and/or Pallet Shelter.	Timing to be determined by County	$9,360 per RFP/RFQ/RFB (1 est. for budget)
Task 4.5: RFP/RFQ Webinar	Assist in facilitating a Zoom webinar or meeting with interested organizations to provide an overview of the RFP/RFQ and a question-and-answer session. The purpose is to engage interested organizations to have a qualified pool of applicants.	Timing to be determined by County	$2,500

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Task 4.6: Interviews/Scoring	At the County's request, review proposals and participate in interviews.	Timing to be determined by County	$3,500
Activity 4 Total			**$22,680**
Activity 5: Community Care Expansion (CCE) Preservation Program			
Task 5.1: Plan and Conduct Three Focus Groups to Identify Needs for Project Scope of Work Development	Focus groups will be with the residents of Residential Care Facilities, and one at-large community group consisting of persons with lived experience.	July-August 2023	$4,350
Task 5.2: Assist with Project Scoping and General Contractor and Construction Manager RFPs to Implement the CCE Program	Work with County staff to develop scope of work for the CCE program. Draft and administer RFBs.	September 2023-February 2024	$12,000
Task 5.3: Provide Project Management Services During Construction of CCE Improvements	Administer Construction Manager and GC contracts. Prepare draw requests and reports to DHCS.	February-September 2024	$3,150
Task 5.4: Provide Construction Labor Compliance Monitoring for the CCE Project	Prepare requirements for bid package and contracts; conduct pre-construction meeting; monitor payroll certifications and conduct site visits; prepare close-out report.	January-October 2024	$14,000
Task 5.5: Manage CCE Project Close-out	Conduct final inspections. Prepare final draw requests, including retention. Prepare close-out report for DHCS.	September-October 2024	$2,550
Task 5.6: General Technical Assistance		July 2023-October 2024	$3,000
Activity 5 Total			**$39,050**
Activity 6: South County Assessment & Plan			

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Task 6.1: Housing and Shelter Intervention Options	Review and provide feedback on County's potential options and select appropriate intervention(s) to pursue, including respective timelines, funding sources, considerations, etc.	September-December 2024	$2,250
Task 6.2: Conduct a Feasibility Study for Sites in South County for the Housing and Shelter Interventions, Potentially Including Homekey	Review vacant parcels and potential acquisition/rehab properties. Prepare a report that prioritizes the most feasible sites based on intervention and funding types.	January – March 2025	$5,600
Task 6.3: Assist in Securing Partner(s) for the Project(s)	Assist the County in identifying and coordinating with potential partners for the project, using the County's RFP/RFQ qualified housing and homelessness providers list. (If necessary)	April – June 2025	$9,000
Task 6.4: Assist in the Preparation of a Funding Application	Work with the County and selected partner(s) to formalize partnership with an MOU, assess and secure a property and prepare a funding application.	July – December 2025	$6,000
Task 6.5: Represent County in Administering Funds	Assist County in reviewing loan/grant documents, reviewing budgets, administering due diligence, and coordinating the construction closing transaction or grant agreement process.	January – June 2026	$27,000
Activity 6 Total			**$49,850**
Activity 7: Behavioral Health Continuum Infrastructure Program (BHCIP)			
Task 7.1: RFP for Architect and Engineer	Assist the County with the development of an RFP to solicit the services of a qualified Architect and Engineer to complete the project design.	As determined by County staff.	$9,000
Task 7.2: Due Diligence/Property Acquisition	Assist the County as requested with property acquisition	As determined	$4,500

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	negotiations and due diligence investigation of selected site.	by County staff	
Task 7.3: Develop Calendar of Internal Deadlines	Ensure that all components of the application are completed and submitted by the assigned County staff and/or Engineer and Architect prior to the application deadline.	Dependent on when DHCS releases Round 6 NOFA; DHCS website indicates Round 6 will be released either FY 24-25 or 25-26	$500
Task 7.4: Collect, Organize and Distribute Application Forms	Provide the County's selected team members and architect/engineer with the application forms and instructions for their completion.	See note above	$1,000
Task 7.5: Act as a Clearinghouse for Questions on Application Materials	Provide a central point for research, answering questions and problem-solving.	See note above	$3,000
Task 7.6: Review Draft Application Responses and Provide Feedback	Ensure that all grant application requirements are met, that responses fully address required information, that all forms are completed accurately.	See note above	$3,000
Task 7.7: Participate in Check in Calls/Meetings with County Staff and Architect/Engineer	Regular check in calls/meetings are established to discuss status, problem-solve as a group and agree on next steps for the project application.	See note above	$5,000
Task 7.8: Participate in Pre-application Consultation Meeting	DHCS requires a pre-application meeting with its administrative contractor to discuss the proposed project prior to submission of the application.	See note above	$500
Activity 7 Total			**$26,500**

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Activity 8: Coordination and General Technical Assistance			
Task 8.1: General Correspondence and Coordination	Coordination on modifications based on changing environments, and regular check-in meetings.	July 2023-June 2026	$20,000
Task 8.2: General Technical Assistance	Conduct work outside of other proposed tasks as requested by County due to changing circumstances or unanticipated needs.	July 2023-June 2026	$20,000
Activity 8 Total			**$40,000**
OVERALL TOTAL			**$310,130**

Consultant Expertise

Our first-hand experience working in the public sector provides us with an intimate understanding of local government context, challenges, and opportunities. The foundation of our work in this arena is inclusive, transparent, and constructive community outreach. Whether our efforts are homeless initiatives, housing plans, fund development, or policy analysis and evaluation, we are eager to help you make your community more vibrant and equitable.

We guide community planning processes that incorporate comprehensive community outreach and build on community strengths. Our planning work has included Housing Elements, HUD Consolidated Plans, Homeless Plans, and Permanent Local Housing Allocation Plans.

Insurance

Consultant maintains liability insurance that covers the firm's employees in executing its normal business activities. The amount of coverage is $1 million per occurrence and $2 million in aggregate. Consultant also maintains auto insurance at $1 million per occurrence and workers compensation insurance at $1 million per occurrence. Consultant may provide Client with an insurance certificate naming the Client as Additional Insured at Client's request.

Project Staffing

The budget is based on the following hourly rates, travel, and printing costs, which are current as of July 2023. The budget includes hourly rates, travel reimbursement, printing costs, and course of business costs such as leases, insurance, equipment, training, utilities, taxes, etc. These rates are subject to increase during the term of the contract on an annual basis.

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Over the course of the contract term, Behavioral Health Services realizes a change to activity funding may be required to accommodate unanticipated needs. In this event, a written request detailing the shift in funding must be submitted to and approved by the Director of Health and Human Services Agency prior to any expenditures being incurred.

Cost	**Rate**
Principal	$150/hour
Community Development Manager	$150/hour
Project Manager and Community Development Planner	$110/hour
Administrative	$90/hour
Travel Reimbursement	$0.655/mile
Printing and Media Reimbursement	100% of cost

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Below is a summary of the not-to-exceed amount for the services described above for Siskiyou County for the 2023-2026 fiscal year.

Siskiyou County Contract Amount	
Activity 1	$95,050
Activity 2	$10,000
Activity 3	$27,000
Activity 4	$22,680
Activity 5	$39,050
Activity 6	$49,850
Activity 7	$26,500
Activity 8	$40,000
Total	**$310,130**

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Exhibit “B”

ASSURANCE OF COMPLIANCE WITH THE SISKIYOU COUNTY HEALTH AND HUMAN SERVICES AGENCY – BEHAVIORAL HEALTH DIVISION NONDISCRIMINATION IN STATE AND FEDERALLY – ASSISTED PROGRAMS

CONTRACTOR HEREBY AGREES THAT it will comply with the nondiscrimination provisions of this contract as further described below and referenced in the California Department of Health Care Services Specialty Mental Health Services Agreement Exhibit E, Section 3 -

1) Consistent with the requirements of applicable federal law such as 42 C.F.R. §§ 438.6(d)(3) and (4) or state law, the Contractor shall not engage in any unlawful discriminatory practices in the admission of beneficiaries, assignments of accommodations, treatment, evaluation, employment of personnel, or in any other respect on the basis of race, color, gender, religion, marital status, national origin, age, sexual preference or mental or physical handicap. The Contractor will not discriminate against beneficiaries on the basis of health status or need for health care services, pursuant to 42 C.F.R. § 438.6(d)(3).

2) The Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of Health and Human Services, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.

Contractor agrees this assurance is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it received federal or state assistance.