

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**ITEM: 3.19
(ID # 14470)**

MEETING DATE:

Tuesday, April 20, 2021

FROM: HOUSING, HOMELESSNESS PREVENTION AND WORKFORCE SOLUTIONS:

SUBJECT: HOUSING, HOMELESSNESS PREVENTION AND WORKFORCE SOLUTIONS:
Ratify and Approve the Second Amended and Restated Agreement #DPSS-0001510 with LeSar Development Consultants for Homeless Plan Strategic Planning Consulting Services. All Districts. [Total Cost: \$78,335; 100% State Fund]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and Approve the Second Amended and Restated Agreement #DPSS-0001510 with LeSar Development Consultants for Homeless Plan Strategic Planning Consulting services to extend the contract period for an additional three years through June 30, 2023, and increase the aggregate contract amount by \$78,335 from \$49,855 to \$128,190, and authorize the Chair of the Board to sign the amendment on behalf of the County; and
2. Authorize the Director of the Department of Housing, Homelessness Prevention and Workforce Solutions (HHPWS), or designee, based on the availability of fiscal funding and as approved as to form by County Counsel to: a) sign amendments that make modifications to the statement of work that stay within the intent of the agreement; and b) sign amendments to the compensation provisions that do not exceed the sum total of ten percent (10%) of the total aggregate cost of the contract.

ACTION: Policy


Heidi Marshall, Director 4/5/2021

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Hewitt and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez, and Hewitt
Nays: None
Absent: None
Date: April 20, 2021
xc: HHPWS

Kecia R. Harper
Clerk of the Board

By: 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$37,788	\$40,547	\$78,335	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% State Funds			Budget Adjustment:	No
			For Fiscal Year: 2020/21- 2022/23	

C.E.O. RECOMMENDATION: Approve.

BACKGROUND:

Summary

The Riverside County Continuum of Care (CoC) received an allocation of \$1.3 million in state funding via the California Emergency Solutions and Housing (CESH) program to address homelessness within Riverside County. CESH funds may be used for a variety activities which include rental assistance and stabilization services; operating subsidies; housing subsidies for permanent housing; systems support for Coordinated Entry Systems and Homelessness Management Information System reporting; and planning efforts to address the needs of the local CoC service area. Of the \$1.3 million allocated to the CoC, \$150,000 in funding was earmarked for strategic planning efforts which was identified by the CoC as a critical need to develop specific goals, benchmarks and funding priorities to eradicate homelessness in Riverside County.

The first phase of this strategic planning commenced in November 2019 with LeSar Development Consultants. Phase I resulted in the development of a CoC Board of Governance Strategic Plan which will provide a framework that grounds the Riverside CoC in shared values, calls for a unified homeless plan, prioritizes key action steps, recommends structural and systemic changes and outlines staffing and infrastructure needs to ensure implementation.

On September 17, 2020 the CoC BOG approved adding Phase II to the Homeless Plan Strategic Planning Consulting Service agreement. This approval will extend the period of performance through June 30, 2023 and increases the maximum reimbursable amount by \$78,335. The second phase of this project includes a comprehensive CoC Performance Assessment and Gaps Analysis to determine whether the CoC has sufficient services and service providers in the area to meet the needs of those experiencing homelessness. The gap analysis will assist the CoC in the development of a Homeless Strategic Action Plan. The CoC will work with LeSar to align its strategies with the County of Riverside's Ending Homelessness Plan developed by the Riverside County Executive Oversight Committee on Homelessness (EOCH) and the Housing, Homelessness Prevention and Workforce Development Department to ensure action steps clearly identify responsible parties and areas of responsibility.

Impact on Residents and Businesses

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

This contract will strengthen the CoC's response to homelessness with the goal of reducing homelessness countywide. Homeless residents will benefit from expanded housing and service options.

Contract History and Price Reasonableness

On June 27, 2019, Request for Proposal (RFP) #DPARC-572 for Homeless Prevention Strategic Plan Consulting Services was released on the Public Purchase website, and an email notification was sent to the over 700 individuals to inform them the County was seeking proposals for this project. On July 22, 2019, the bid closed, and proposals were received from 7 organizations. On September 2019 the evaluation kick-off meeting was held, proposals were reviewed with the evaluation committee (EC), which included staff from the Riverside County DPSS staff, Riverside County Executive Office, and the CoC Board of Governance Chair. The Evaluation Committee reached consensus to move forward with an award recommendation to LeSar Development Consultants.

ATTACHMENTS:

- Attachment A: Second Amended and Restated Agreement, DPSS-0001510, with LeSar Development Consultants

HM:CH:TT:cg


Steven Atkeson 4/12/2021


Gregory H. Priamos, Director County Counsel 4/7/2021

County of Riverside
Housing, Homelessness Prevention and Workforce Solutions Department
Continuum of Care Division
Contracts Administration Unit
3403 10TH St. Suite 300
Riverside, CA 92501

and

LeSar Development Consultants
Homeless Plan Strategic Planning Consulting Services
DPSS-0001510

Second Amended and Restated Agreement

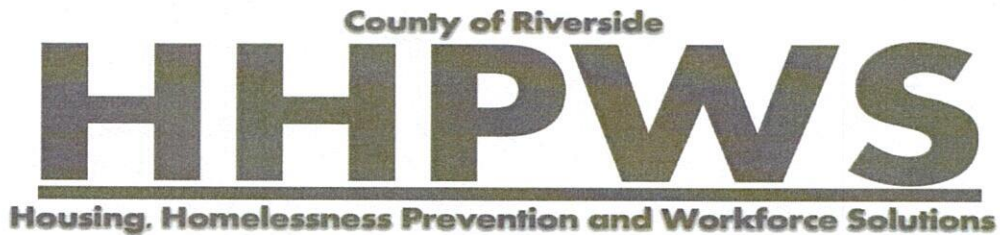


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List of Schedules

- Schedule A – Schedule, Terms, and Method of Payment
- Schedule B – Scope of Services

List of Attachments

- Attachment I – HHPWS 2076A
- Attachment II – Milestone Sign-Off Document

This Second Amended and Restated Agreement, DPSS-0001510, (herein referred to as "Agreement"), effective upon signature of both parties, is made and entered into by and between LeSar Development Consultants, a California corporation, (herein referred to as "CONTRACTOR") and the County of Riverside, a political subdivision of the State of California, on behalf of its Housing, Homelessness Prevention and Workforce Solutions (herein referred to as "COUNTY"). COUNTY and CONTRACTOR previously entered into that certain First Amended and Restated Agreement DPSS-0001510 for Homeless Plan Strategic Planning Consulting Services from November 18, 2019 through May 30, 2020. Upon the effectiveness of this Agreement, any prior agreement shall be superseded and replaced in its entirety by this Agreement. The parties agree as follows:

1. DEFINITIONS

A. "BoG" refers to the County of Riverside Continuum of Care Board of Governance.

B. "Business Day" refers to Mondays through Fridays, 7:30 am to 5:30 pm, excluding COUNTY observed holidays. COUNTY observed holidays are:

HOLIDAY	DAY OBSERVED
New Year's Eve	December 31, when it falls on Monday
New Year's Day	January 1 (Friday proceeding January 1, when such date falls on Saturday; Monday following January 1, when such date falls on Sunday)
Day After New Year's Day	January 2, when it falls on Friday
Martin Luther King Jr's Birthday	Third Monday in January
Lincoln's Birthday	February 12 (Friday proceeding February 12, when such date falls on Saturday; Monday following February 12, when such date falls on Sunday)
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 (Friday proceeding July 4, when such date falls on Saturday; Monday following July 4, when such date falls on Sunday)
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans' Day	November 11 (Friday proceeding November 11, when such date falls on Saturday; Monday following November 11, when such date falls on Sunday)
Thanksgiving Day	Fourth Thursday in November unless otherwise appointed
Following Thanksgiving	Friday following the fourth Thursday in November
Christmas Eve	December 24, when it falls on Monday
Christmas Day	December 25 (Friday proceeding December 25, when such date falls on Saturday; Monday following December 25, when such date falls on Sunday)
Day After Christmas Day	December 26, when it falls on Friday

D. "CoC" refers to the County of Riverside Continuum of Care.

- E. "CONTRACTOR" refers to Lesar Development Consultants including its employees, agents, representatives, subcontractors and suppliers.
 - F. "COUNTY" and/or "HHPWS" refers to the County of Riverside and its Housing, Homelessness Prevention and Workforce Solutions Department, which has administrative responsibility for this Agreement. HHPWS and COUNTY are used interchangeably in this Agreement.
 - G. "Project Manager" refers to the HHPWS CoC Deputy Director.
2. **DESCRIPTION OF SERVICES**
CONTRACTOR shall provide all services at the prices stated in Schedule A, Schedule, Terms, and Method of Payment, and as outlined and specified in Schedule B, Scope of Services, Attachment I – HHPWS 2076A, and Attachment II – Milestone Sign-Off Document.
 3. **PERIOD OF PERFORMANCE**
This Agreement shall be effective November 18, 2019 (Effective Date) and continues in effect through June 30, 2023, unless terminated earlier. CONTRACTOR shall commence performance upon Effective Date and shall diligently and continuously perform thereafter.
 4. **COMPENSATION**
COUNTY shall pay CONTRACTOR for services performed, products provided, or expenses incurred in accordance with Schedule A, Schedule, Terms, and Method of Payment. COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Schedule A, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement. At the expiration of the term of this Agreement, or upon termination prior to the expiration of the Agreement, any funds paid to CONTRACTOR, but not used for purposes of this Agreement shall revert to COUNTY within thirty (30) calendar days of the expiration or termination.
 5. **AVAILABILITY OF FUNDS/NON-APPROPRIATION OF FUNDS**
The obligation of COUNTY for payment under this Agreement beyond the current fiscal year is contingent upon and limited by the availability of COUNTY funding from which payment can be made. There shall be no legal liability for payment on the part of COUNTY beyond June 30 of each year unless funds are made available for such payment by the COUNTY Board of Supervisors. In the event such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing and this Agreement shall be deemed terminated and be of no further force or effect. COUNTY shall make all payments to CONTRACTOR that were properly earned prior to the unavailability of funding.
 6. **TERMINATION**
 - A. COUNTY may terminate this Agreement without cause upon giving thirty (30) calendar days written notice served on CONTRACTOR stating the extent and effective date of termination.
 - B. COUNTY may, upon five (5) calendar days written notice, terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement, or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY.
 - C. After receipt of the notice of termination, CONTRACTOR shall:

- (1) Stop all work under this Agreement on the date specified in the notice of termination; and
 - (2) Transfer to COUNTY and deliver in the manner directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would be required to be furnished to COUNTY.
- D. After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.
- E. CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or willful and material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability, for any reason whatsoever, to perform the terms of this Agreement. In such an event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.
- F. The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights or remedies provided by law or this Agreement.
7. **REQUEST FOR WAIVER AND WAIVER OF BREACH**
Waiver of any provision of this Agreement must be in writing and signed by authorized representatives of the parties. No waiver or breach of any provision of the terms and conditions herein shall be deemed, for any purpose, to be a waiver or a breach of any other provision hereof, or of a continuing or subsequent waiver or breach. Failure of COUNTY to require exact, full compliance with any terms of this Agreement shall not be construed as making any changes to the terms of this Agreement and does not prevent COUNTY from enforcing the terms of this Agreement.
8. **TRANSITION PERIOD**
CONTRACTOR recognizes that the services under this Agreement are vital to COUNTY and must be continued without interruption and that, upon expiration, COUNTY or another contractor may continue the services outlined herein. CONTRACTOR agrees to exercise its best efforts and cooperation to effect an orderly and efficient transition of services to a successor.
9. **OWNERSHIP, PUBLICATION, REPRODUCTION, AND USE OF MATERIAL**
CONTRACTOR agrees that all materials, reports, or products, in any form including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of COUNTY. The material, reports or products may be used by the COUNTY for any purpose that COUNTY deems appropriate, including but not limited to, duplication and/or distribution within COUNTY or to third parties. CONTRACTOR agrees not to release or circulate, in whole or in part, such materials, reports, or products without prior written authorization of COUNTY.
10. **CONDUCT OF CONTRACTOR/ CONFLICT OF INTEREST**
A. CONTRACTOR covenants that it presently has no interest, including but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. CONTRACTOR agrees to inform the COUNTY of all CONTRACTOR's interest, if any, which are or may be perceived as incompatible with COUNTY's interests.

- B. CONTRACTOR shall not, under any circumstances which could be perceived as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom CONTRACTOR is doing business or proposing to do business, in fulfilling this Agreement.

11. RECORDS, INSPECTIONS, AND AUDITS

- A. All performance, including services, workmanship, materials, facilities or equipment utilized in the performance of this Agreement, shall be subject to inspection and test by COUNTY or any other regulatory agencies at all times. This may include, but is not limited to, monitoring or inspecting CONTRACTOR performance through any combination of on-site visits, inspections, evaluations, and CONTRACTOR self-monitoring. CONTRACTOR shall cooperate with any inspector or COUNTY representative reviewing compliance with this Agreement and permit access to all necessary locations, equipment, materials, or other requested items.
- B. CONTRACTOR shall maintain auditable books, records, documents, and other evidence relating to costs and expenses to this Agreement. CONTRACTOR shall maintain these records for at least three (3) years after final payment has been made or until pending COUNTY, state, and federal audits are completed, whichever is later.
- C. Any authorized COUNTY, state or the federal representative shall have access to all books, documents, papers, electronic data and other records they determine are necessary to perform an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts and copies as they deem necessary and shall have the same right to monitor or inspect the work or services as COUNTY.
- D. If CONTRACTOR disagrees with an audit, CONTRACTOR may employ a Certified Public Accountant (CPA) to prepare and file with COUNTY its own certified financial and compliance audit. CONTRACTOR shall not be reimbursed by COUNTY for such an audit regardless of the audit outcome.
- E. CONTRACTOR shall establish sufficient procedures to self-monitor the quality of services/products under this Agreement and shall permit COUNTY or other inspector to assess and evaluate CONTRACTOR's performance at any time, upon reasonable notice to the CONTRACTOR.

12. CONFIDENTIALITY

- A. CONTRACTOR shall maintain the privacy and confidentiality of all information and records, regardless of format, received pursuant to this Agreement ("confidential information"). Confidential information includes, but is not limited to, unpublished or sensitive technological or scientific information; medical, personnel, or security records; material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of contractors, subcontractors or suppliers in advance of official announcement. CONTRACTOR shall ensure that no person will publish, disclose, use or cause to be disclosed such confidential information pertaining to any applicant or recipient of services. CONTRACTOR shall keep all confidential information received from COUNTY in the strictest confidence.
- B. CONTRACTOR shall take special precautions, including but not limited to, sufficient training of CONTRACTOR's staff before they begin work, to protect such confidential information from loss or unauthorized use, access, disclosure, modification or destruction.

- C. CONTRACTOR shall ensure case records or personal information is kept confidential when it identifies an individual by name, address, or other specific information. CONTRACTOR shall not use such information for any purpose other than carrying out CONTRACTOR's obligations under this Agreement.
 - D. CONTRACTOR shall promptly transmit to COUNTY all third party requests for disclosure of confidential information. CONTRACTOR shall not disclose such information to anyone other than COUNTY except when disclosure is specifically permitted by this Agreement or as authorized in writing in advance by COUNTY.
13. **HOLD HARMLESS/INDEMNIFICATION**
- CONTRACTOR agrees to indemnify and hold harmless COUNTY, its departments, agencies, and districts (including their officers, employees and agents) (collectively "COUNTY Indemnitees"), from any liability, damage, claim or action based upon or related to any services or work of CONTRACTOR (including its officers, employees, agents, subcontractors or suppliers) arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury or death. CONTRACTOR shall, at its sole expense and cost including but not limited to, attorney fees, cost of investigation, defense, and settlements or awards, defend COUNTY Indemnitees in any such claim or action. CONTRACTOR shall, at its sole cost, have the right to use counsel of its choice, subject to the approval of COUNTY which shall not be unreasonably withheld; and shall have the right to adjust, settle, or compromise any such claim or action so long as that does not compromise CONTRACTOR's indemnification obligation. CONTRACTOR's obligation hereunder shall be satisfied when CONTRACTOR has provided COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim made. The insurance requirements stated in this Agreement shall in no way limit or circumscribe CONTRACTOR's obligations to indemnify and hold COUNTY harmless.
14. **INSURANCE**
- A. Without limiting or diminishing CONTRACTOR's obligation to indemnify or hold COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement. As respects to the insurance section only, COUNTY herein refers to the County of Riverside, its agencies, districts, special districts, and departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.
 - B. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an AM BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the COUNTY Risk Manager. If the COUNTY's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
 - C. CONTRACTOR's insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the COUNTY Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retentions unacceptable to COUNTY, and at the election of the COUNTY's Risk Manager, CONTRACTOR's carriers shall either 1) reduce or eliminate such self-insured retention as respects to this Agreement with COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

- D. CONTRACTOR shall cause CONTRACTOR's insurance carrier(s) to furnish the COUNTY with either 1) a properly executed original certificate(s) of insurance and certified original copies of endorsements effecting coverage as required herein, or 2) if requested to do so orally or in writing by the COUNTY Risk Manager, provide original certified copies of policies, including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) calendar days written notice shall be given to the COUNTY prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the COUNTY receives, prior to such effective date, another properly executed original certificate of insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original certificate(s) of insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the certificate of insurance.
 - E. It is understood and agreed to by the parties hereto that CONTRACTOR's insurance shall be construed as primary insurance, and COUNTY's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
 - F. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services, or there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.), or the term of this Agreement, including any extensions thereof, exceeds five (5) years, the COUNTY reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages currently required herein if, in the COUNTY Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.
 - G. CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
 - H. The insurance requirements contained in this Agreement may be met with a program of self-insurance acceptable to COUNTY.
 - I. CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.
15. **WORKER'S COMPENSATION**
- If CONTRACTOR has employees as defined by the State of California, CONTRACTOR shall maintain statutory Worker's Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the County of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

16. VEHICLE LIABILITY

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name COUNTY as Additional Insured.

17. COMMERCIAL GENERAL LIABILITY

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR's performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

18. PROFESSIONAL LIABILITY

CONTRACTOR shall maintain Professional Liability Insurance providing coverage for the CONTRACTOR's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If CONTRACTOR's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at its sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2), or 3) will continue as long as the law allows.

19. INDEPENDENT CONTRACTOR

It is agreed that CONTRACTOR is an independent contractor and that no relationship of employer-employee exists between the parties. CONTRACTOR and its employees shall not be entitled to any benefits payable to employees of COUNTY, including but not limited to, workers' compensation, retirement, or health benefits. COUNTY shall not be required to make any deductions for CONTRACTOR's employees from the compensation payable to CONTRACTOR under this Agreement. CONTRACTOR agrees to hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any person or other party that an employer-employee relationship exists by reason of this Agreement. CONTRACTOR agrees to indemnify and defend, at its sole expense and cost, including but not limited, to attorney fees, cost of investigation, defense and settlements, or awards, COUNTY, its officers, agents, and employees in any legal action based upon such alleged existence of an employer-employee relationship by reason of this Agreement.

20. USE BY POLITICAL ENTITIES

CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County, and to every political entity located in the State of California. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to CONTRACTOR; COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

21. LICENSES AND PERMITS

If applicable, CONTRACTOR shall be licensed and have all permits as required by Federal, State, COUNTY, or other regulatory authorities at the time the proposal is submitted to COUNTY and throughout the term of this Agreement. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers, and exceptions necessary for performance of this Agreement.

22. NO DEBARMENT OR SUSPENSION

CONTRACTOR certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency; has not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against it for the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction; violation of federal or state anti-trust status; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; is not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated herein; and has not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

23. COMPLIANCE WITH RULES, REGULATIONS, AND DIRECTIVES

CONTRACTOR shall comply with all rules, regulations, requirements and directives of the California Department of Housing and Community Development related to California Emergency Solutions and Housing (CESH) funding, other applicable State or Federal agencies, funding sources and other governing regulatory authorities which impose duties and regulations upon COUNTY related to this Agreement. These shall be equally applicable to and binding upon CONTRACTOR to the same extent as they are upon COUNTY.

24. EMPLOYMENT PRACTICES

- A. CONTRACTOR shall comply with all federal and state statutes and regulations in the hiring of its employees.
- B. CONTRACTOR shall not discriminate in its recruiting, hiring, promoting, demoting, or terminating practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex in the performance of this Agreement and, if applicable, CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (FEHA) and the Federal Civil Rights Act of 1964 (P. L. 88-352).
- C. In the provision of benefits, CONTRACTOR shall certify and comply with Public Contract Code 10295.3 and not discriminate between employees with spouses and employees with domestic partners, or discriminate between the domestic partners and spouses of those employees. For the purpose of this section, "domestic partner" means one of two persons who have filed a declaration of domestic partnership with the Secretary of State pursuant to Division 2.5 (commencing with Section 297) of the Family Code.
- D. By signing this Agreement or accepting funds under this Agreement, CONTRACTOR shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Department of Labor regulations (41 CFR Chapter 60).
- E. CONTRACTOR shall provide required data and certification to COUNTY in order to comply with child support enforcement requirements. The documentation will be provided within ten (10) days of notification of award of this Agreement when required by the Employment

Development Department. Failure to submit the documentation or failure to comply with all federal and state reporting requirement for child support enforcement shall constitute a material breach of this Agreement.

25. LOBBYING

- A. CONTRACTOR shall ensure no federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant loan or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with such federal contract, grant, loan, or cooperative agreement, CONTRACTOR shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. CONTRACTOR shall require that the language of this certification be included in the award document for sub-awards at all tiers, including subcontracts, sub-grants, and contract under grants, loans, and cooperative agreements, and that all sub-recipients shall certify and disclose accordingly.

26. ADVERSE GOVERNMENT ACTION

In the event any action of any department, branch or bureau of the federal, state, or local government has a material adverse effect on either party in the performance of their obligations hereunder, then that party shall notify the other of the nature of this action, including in the notice a copy of the adverse action. The parties shall meet within thirty (30) calendar days and shall, in good faith, attempt to negotiate a modification to this Agreement that minimizes the adverse effect. Notwithstanding the provisions herein, if the parties fail to reach a negotiated modification concerning the adverse action, then the affected party may terminate this Agreement by giving at least one hundred eighty (180) calendar days' notice or may terminate sooner if agreed to by both parties.

27. SUBCONTRACTS

- A. CONTRACTOR shall not enter into any subcontract with any subcontractor who:
 - (1) Is presently debarred, suspended, proposed for debarment or suspension, or declared ineligible or voluntarily excluded from covered transactions by a federal department or agency;
 - (2) Has within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for the commission of fraud; a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction; violation of federal or state anti-trust status; commission of embezzlement, theft, forgery, bribery; falsification or destruction of records; making false statements; or receiving stolen property;
 - (3) Is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in the paragraph above; or

- (4) Has within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.
 - B. CONTRACTOR shall be fully responsible for the acts or omissions of its subcontractors and the subcontractors' employees.
 - C. CONTRACTOR shall insert clauses in all subcontracts to bind its subcontractors to the terms and conditions of this Agreement.
 - D. Nothing contained in this Agreement shall create a contractual relationship between any subcontractor or supplier of CONTRACTOR and COUNTY.
28. SUPPLANTATION
- CONTRACTOR shall not supplant any federal, state or COUNTY funds intended for the purpose of this Agreement with any funds made available under any other agreement. CONTRACTOR shall not claim reimbursement from COUNTY for any sums which have been paid by another source of revenue. CONTRACTOR agrees that it will not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution or compensation for purposes of obtaining state funds under any state program or COUNTY funds under any COUNTY programs without prior approval of COUNTY.
29. ASSIGNMENT
- CONTRACTOR shall not assign or transfer any interest in this Agreement without the prior written consent of COUNTY. Any attempt to assign or transfer any interest without written consent of COUNTY shall be deemed void and of no force or effect.
30. FORCE MAJEURE
- If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.
31. GOVERNING LAW
- This Agreement shall be governed by the laws of the State of California. Any legal action related to the interpretation or performance of this Agreement shall be filed only in the Superior Court for the State of California or the U.S. District Court located in Riverside, California.
32. DISPUTES
- A. The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement which is not resolved by the parties shall be decided by COUNTY's Compliance Contract Officer who shall furnish the decision in writing. The decision of COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. CONTRACTOR shall proceed diligently with the performance of this Agreement pending resolution of a dispute.
 - B. Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third-party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

33. ADMINISTRATIVE/CONTRACT LIAISON

Each party shall designate a liaison that will be the primary point of contact regarding this Agreement.

34. NOTICES

All notices, claims, correspondence, or statements authorized or required by this Agreement shall be deemed effective three (3) Business Days after they are made in writing and deposited in the United States mail addressed as follows:

COUNTY:

Housing, Homelessness Prevention and Workforce Solutions
Continuum of Care
3403 10th St. Suite 300
Riverside, CA 92501

CONTRACTOR "Remit To" address:

LeSar Development Consultants
404 Euclid Ave., Suite 212
San Diego, CA 92114

35. SIGNED IN COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

36. ELECTRONIC SIGNATURES (after SIGNED IN COUNTERPARTS)

This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures 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 an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

37. MODIFICATION OF TERMS

This Agreement may be modified only by a written amendment signed by authorized representatives of both parties. Requests to modify fiscal provisions shall be submitted no later than February 28, 2021.

38. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. All prior or contemporaneous agreements of any kind or nature relating to the same subject matter shall be of no force or effect.

Authorized Signature for LeSar Development Consultants:  Jennifer LeSar (Mar 11, 2021 14:55 PST)	Authorized Signature for COUNTY: 
Printed Name of Person Signing: Jennifer LeSar	Printed Name of Person Signing: Karen Spiegel
Title: President and CEO	Title: Chair of the Board of Supervisors
Date Signed: Mar 11, 2021	Date Signed: 04.20.2021

FORM APPROVED COUNTY COUNSEL
BY:  LISA SANCHEZ
DATE: 3/19/2021

Schedule A
Schedule, Terms, and Method of Payment

A.1 MAXIMUM REIMBURSABLE AMOUNT

Total payment under this Agreement shall not exceed the following maximum annual and aggregate reimbursable amounts:

Fiscal Year	Maximum Annual Reimbursable Amount
November 18, 2019 – May 30, 2020	\$49,855.00
May 31, 2020 – June 30, 2023	\$78,335.00
Total	\$128,190.00

A.2 UNIT OF SERVICE

COUNTY shall pay CONTRACTOR for each milestone and the below-specified reimbursable expenses as follows from November 18, 2019 – May 30, 2020:

Milestone	Payment Amount
Milestone # 1: Project Management	\$3,200.00
Milestone # 2: Discovery, Research, and Validation	
Milestone # 2.1: Kick-Off Meeting	\$ 2,110.00
Milestone # 2.2: Development of Stakeholder Engagement Processes	\$2,070.00
Milestone # 2.3: BoG/CoC Assessment and Metrics	\$5,750.00
Milestone # 2.4: Implementation of Stakeholder Engagement Processes	\$6,330.00
Milestone # 3: Vision, Mission, Values, and Strategic Plan	

ATTEST:
KECIA R. HARPER, Clerk
By  DEPUTY

Milestone # 3.1: Half-day Strategic Planning Retreat	\$4,180.00
Milestone # 3.2: Strategic Planning Retreat	\$5,145.00
Milestone # 3.3: Updates to CoC Charter, Written Standards, and Other BoG Policies and Procedures	\$3,760.00
Milestone # 3.4: Draft Strategic Plan	\$8,240.00
Milestone # 3.5: Final Strategic Plan	\$6,070.00
Total Amount for Completion of all Milestones:	\$46,855.00
Reimbursement for mileage, parking, printing, and retreat catering expenses	Actual costs not to exceed \$3,000.00
MAXIMUM REIMBURSABLE AMOUNT	\$ 49,855.00

COUNTY shall pay CONTRACTOR for each milestone and the below-specified reimbursable expenses as follows from May 31, 2020 – June 30, 2023:

Milestone	Payment Amount
Milestone # 1: Monthly Progress Report	\$7,710
<p>Milestone # 2: CoC Performance Assessment and Gaps Analysis: Assess the performance of the Riverside County Homeless System and identify resulting gaps.</p> <p>Milestone # 2.1: Kick off call or virtual meeting with the County of Riverside project team.</p> <p>Milestone # 2.2: Follow-up or interim call(s) or meeting(s) as needed</p> <p>Milestone # 2.3: Completed Riverside County Homeless System Assessment and Gaps Analysis Report</p>	\$ 8,025
<p>Milestone # 3: Homeless Strategic Action Plan: Facilitate virtual discussions, meetings and follow-up meetings to develop the County of Riverside Homeless Strategic Action Plan.</p> <ol style="list-style-type: none"> 1. Kick off call with project team 2. Kick off call or virtual meeting with the County of Riverside project team 3. Follow-up or interim call(s) or meeting(s) as needed 4. Draft Homeless Strategic Action Plan 5. Final Homeless Strategic Action Plan 	\$38,825
<p>Milestones# 4 BOG Strategic Plan</p> <ol style="list-style-type: none"> 1. Kick off call or virtual meeting with the County of Riverside project team 2. Follow-up or interim call(s) or meeting(s) as needed 3. Completed Implementation Plan described in Task 3 activities. 	\$23,775
MAXIMUM REIMBURSABLE AMOUNT	\$ 78,335

Note:

Billable tasks and deliverables that are fully or partially completed with clear percentage of completion may be included in the monthly invoice and Contractor Payment Request per executed service agreement.

A.3 METHOD, TIME, AND CONDITIONS OF PAYMENT

- a. CONTRACTOR will be paid the actual amount of each approved invoice that includes (1) a Milestone Sign-Off Document signed by the COUNTY (Attachment II) for each completed milestone and (2) receipts and/or invoices and proof of payment for the above-specified reimbursable expenses. COUNTY may delay payment if the required supporting documentation is not provided or other requirements are not met.
- b. All payment claims shall be submitted no later than thirty (30) days after the end of each month in which the services were provided. All complete claims submitted in a timely manner shall be processed within forty-five (45) calendar days.
- c. As applicable for payment requests, CONTRACTOR shall submit completed HHPWS Form 2076A (Attachment I).

A.4 FINANCIAL RESOURCES

During the term of this Agreement, CONTRACTOR shall maintain sufficient financial resources necessary to fully perform its obligations. CONTRACTOR confirms there has been no material financial change in CONTRACTOR (including any parent company) since its last financial statement that has resulted in a negative impact to its financial condition.

A.5 DISALLOWANCE

If CONTRACTOR receives payment under this Agreement which is later disallowed by COUNTY for nonconformance with the Agreement, CONTRACTOR shall promptly refund the disallowed amount to COUNTY, or, at its option, COUNTY may offset the amount disallowed from any payment due to CONTRACTOR.

A.6 BUDGET AMENDMENTS

SUBRECIPIENT shall make no changes to the budget without first obtaining written approval from the COUNTY. Any budget amendments must be requested by the SUBRECIPIENT in writing.

Schedule B
Scope of Services

B.1 PROJECT OBJECTIVES

- A. CONTRACTOR will be tasked to engage in a strategic planning process that will provide the COUNTY with a roadmap and organizational structure that transforms the CoC network into a high-functioning, high-impact network with clear goals and strategies that works seamlessly to implement objectives to address regional homelessness.
- B. CONTRACTOR will provide outreach, assessment, engagement, and planning processes that build on BoG and CoC strengths and achievements and that articulates a vision for the future based on an in-depth understanding of the changing social, political, economic, and technological environment. CONTRACTOR will incorporate feedback from regional partners and diverse stakeholders to ensure the plan and organizational structure achieve widespread internal and external buy-in.
- C. This project will facilitate decision making by the BoG and CoC leadership to complete the strategic planning process within six (6) months.

B.2 COUNTY PROJECT ROLES

- A. The COUNTY will assign COUNTY staff to fulfill the following roles and responsibilities:
 - 1. Project Manager
The Project Manager shall be responsible for:
 - a. Overall planning in coordination with the CONTRACTOR's project manager;
 - b. Managing day-to-day project activities;
 - c. Providing overall project direction;
 - d. Resource allocation, risk management, project priorities, and communication to executive management;
 - e. Facilitating all necessary communications within the organization specific to the implementation of the solution.
 - 2. Technical Lead
The technical lead shall be responsible for information about BoG/CoC's technical architecture and environments.
 - 3. Subject Matter Experts
Subject matter experts shall be responsible for providing BoG/CoC business expertise, as requested.
- B. COUNTY may monitor the performance of the CONTRACTOR in meeting the terms, conditions and services in this Agreement. COUNTY, at its sole discretion, may monitor the performance of the CONTRACTOR through any combination of the following methods: periodic on-site visits, annual inspections, evaluations and CONTRACTOR self-monitoring.
- C. The BoG will be responsible for the scheduling, availability, quality and timeliness of the work its' resources will perform.
- D. The BoG will provide the environment, equipment, access to resources, and certain activities required for CONTRACTOR to provide services. This includes, but is not limited to, the following:
 - 1. Access to the BoG/CoC information and resources;

2. Security access badges and clearance for the appropriate COUNTY facilities where CONTRACTOR will be expected to work on this project.

B.3 CONTRACTOR PROJECT ROLES

- A. The CONTRACTOR shall use its best efforts to ensure that staff assigned to this project is not removed or reassigned during the term of the Agreement. Should the CONTRACTOR be required to change staff assigned to this project, the CONTRACTOR shall notify the COUNTY at least two (2) weeks prior to the change.
- B. CONTRACTOR shall be responsible for supplying its own computer equipment, internet/WiFi and software systems.
- C. CONTRACTOR shall complete the milestones set forth in the table below within the specified timeframe. All milestones shall be reviewed and accepted by the Project Manager in accordance with section B.4.

Milestone # 1 – Project Management 11/18/2019 – 05/30/2020		
CONTRACTOR RESPONSIBILITIES	COUNTY RESPONSIBILITIES	MILESTONES/TIMEFRAME
<ul style="list-style-type: none"> Oversee the project timeline and budget, as well as team workload Coordinate regular client meetings and review of Milestones Prepare monthly progress reports 	N/A	<p>Milestones:</p> <ul style="list-style-type: none"> Bi-monthly meetings/check-in calls with the BoG or designee to provide verbal status reports Monthly written progress reports <p>Timeframe: Ongoing</p>
Milestone # 2 – Discovery, Research, and Validation 11/18/2019 – 05/30/2020		
CONTRACTOR RESPONSIBILITIES	COUNTY RESPONSIBILITIES	MILESTONES/TIMEFRAME
<p>Milestone # 2.1: Kick-Off Meeting</p> <p>Kick-Off Meeting with BoG and CoC. Project leads to confirm:</p> <ul style="list-style-type: none"> Purpose and needs for the strategic plan, including target audiences and data gathering Confirmation of project leadership team Scope of BoG, CoC, and regional partner involvement 	<p>Be available to attend scheduled kick-off and check-in meetings</p> <p>Assign an individual as the COUNTY's primary contact</p>	<p>Milestones: Summary memo highlighting key decisions resulting from the kick-off meeting, communication protocol, and project timeline for approval</p> <p>Timeframe: November 2019</p>

<ul style="list-style-type: none"> Proposed strategic planning framework and stakeholder engagement processes, and the project timeline with milestones and critical decision points 		
<p>Milestone # 2.2: Development of Stakeholder Engagement Processes</p> <p>Inventory and gain insight into BoG/CoC responsibilities in the Riverside region, priorities and challenges, and the function of leadership and partners</p> <p>The stakeholder engagement process shall include the development of materials to support each of the engagement activities</p>	N/A	<p>Milestones: Strategic planning framework and stakeholder engagement processes, including recommendations and materials to support engagement</p> <p>Timeframe: November/December 2019</p>
<p>Milestone # 2.3: BoG/CoC Assessment and Metrics</p> <p>Finalize the framework and stakeholder engagement process to guide development of the strategic plan. Methods may include:</p> <ul style="list-style-type: none"> Facilitating group visioning sessions with BoG, CoC, and regional partners Facilitating work group discussions Conducting individual interviews and/or focus groups Creation and distribution of surveys to collect additional feedback 	N/A	<p>Milestones: Report on the present state of CoC functioning and alignment with national best practices, the County of Riverside Homelessness Action Plan, and partner organization activities that makes recommendations on area (key issues) for improvement, including suggested metrics to track progress.</p> <p>Timeframe: December 2019</p>
<p>Milestone # 2.4: Implementation of Stakeholder Engagement Processes.</p> <p>Implement the approved internal and external stakeholder</p>	N/A	<p>Milestones: Written summary of values, strengths, weaknesses, and competencies, as well as the strategic vision and goals of the BoG, CoC, and regional partners.</p>

engagement process. CONTRACTOR shall use a variety of tools and activities to gather qualitative feedback on BoG and CoC roles and responsibilities, opportunities, challenges, and overall functioning. CONTRACTOR shall synthesize the findings and recommendations.		Timeframe: January – February 2020
Milestone # 3 – Vision, Mission, Values, and Strategic Plan 11/18/2019 – 05/30/2020		
CONTRACTOR RESPONSIBILITIES	COUNTY RESPONSIBILITIES	MILESTONES/TIMEFRAME
<p>Milestone #3.1: Half-day Strategic Planning Retreat</p> <p>Develop a strategic planning agenda, materials and documentation to support a full day Strategic Planning Retreat for engagement of CoC members and the CoC core team.</p>	N/A	<p>Milestones: Half-Day Retreat agenda, materials and post Half-Day Retreat documentation to support the planning of the full day Strategic Planning Retreat.</p> <p>Timeframe: December 2019</p>
<p>Milestone # 3.2: Strategic Planning Retreat</p> <p>Facilitate a one-day strategic planning retreat to engage CoC members and the CoC core team in an interactive discussion of mission, vision, values, priorities, and targets based on the findings from the research and stakeholder engagement process.</p>	N/A	<p>Milestones: Retreat agenda and materials to support mission alignment, goal and objective setting, followed by a draft strategic plan framework to include vision, mission, values, and strategic goals for review.</p> <p>Timeframe: December 2019</p>
<p>Milestone # 3.3: Updates to CoC Charter, Written Standards, and Other BoG Policies and Procedures</p> <p>Review existing documents and provide detailed guidance to update the CoC Charter, Written Standards, and other BoG policies and procedures.</p>	N/A	<p>Milestones: Summary report or redline documents with recommended updates to CoC Charter, Written Standards, and other BoG policies and procedures.</p> <p>Timeframe: January – February 2020</p>
<p>Milestone # 3.4: Draft Strategic Plan</p> <p>Draft Strategic plan, through which the shared strategic vision of the BoG, CoC, and partner organizations will be translated</p>	N/A	<p>Milestones: Draft strategic plan</p> <p>Timeframe: March 2020</p>

into region wide goals, supporting strategies and actions, performance targets, and mechanisms for oversight and accountability		
Milestone # 3.5: Final Strategic Plan Finalize the strategic plan for adoption based on feedback from the BoG, CoC CORE team, and regional stakeholders/partners, as needed. This includes the development of a visually engaging executive summary that can be shared with stakeholders either in print or online, as well as a separate summary document of recommendations for future activities to support plan implementation	N/A	Milestones: Final approved strategic plan and implementation recommendations Timeframe: April 2020

Milestone # 1 – Administrative 05/31/2020 – 06/30/2023	
CONTRACTOR RESPONSIBILITIES	MILESTONES/TIMEFRAME
<ul style="list-style-type: none"> Prepare monthly progress reports 	Milestones: <ul style="list-style-type: none"> Monthly progress reports Timeframe: Ongoing
Milestone # 2 – Performance Assessment and Gaps Analysis 05/31/2020 – 06/30/2023	
CONTRACTOR RESPONSIBILITIES	MILESTONES/TIMEFRAME
<ul style="list-style-type: none"> Assess the performance of the Riverside County Homeless Systems and identify resulting gaps 	Milestones: <ul style="list-style-type: none"> Kick off call or virtual meeting with the County of Riverside project team Follow-up or interim call(s) or meeting(s) as needed Completed Riverside County Homeless System Assessment and Gaps Analysis Report Timeframe: 1-4 Months
Milestone # 3 – Homeless Strategic Action Plan 05/31/2020 – 06/30/2023	

CONTRACTOR RESPONSIBILITIES	MILESTONES/TIMEFRAME
<p>Facilitate virtual discussions, meetings and follow-up meetings to develop the County of Riverside Homeless Strategic Action Plan.</p> <p>3.1 Review and update the County of Riverside document titled "Ending Homelessness in Riverside County".</p> <p>3.2 Review and update the following strategies from the Riverside County Homeless Action Plan Summary:</p> <ul style="list-style-type: none"> i. Prevent Homelessness ii. Focused Reductions in Homelessness iii. Build Capacity to Ensure Right Time, Right Place, Right Response <p>3.3 Facilitate the development of action steps to implement the above strategies.</p> <p>3.4 Align the above documents and strategies with the Riverside CoC Board of Governance (BoG) Strategic Plan.</p> <p>3.5 Align the Homeless Strategic Action Plan with the recently established Housing, Homelessness Prevention and Workforce Development Department to ensure that action steps clearly identify responsible parties and areas of responsibility.</p>	<p>Milestones:</p> <ul style="list-style-type: none"> • Kick off call with project team • Draft Homeless Strategic Action Plan • Kick off call or virtual meeting with the County of Riverside project team • Follow-up or interim call(s) or meeting(s) as needed • Draft Homeless Strategic Action Plan according to results of all Task 2 activities • With input from key staff from the County of Riverside through up to three iterations of drafts, deliver final Homeless Strategic Action Plan. County of Riverside staff will respond to drafts within three weeks of receipt. <p>Timeframe: 3-6 Months</p>

Milestone # 4 – Board of Governance Strategic Plan 05/31/2020 – 06/30/2023

CONTRACTOR RESPONSIBILITIES	MILESTONES/TIMEFRAME
<p>Ensure that the Riverside CoC BoG Strategic Plan dated April 30, 2020 is implemented in a way that maximizes support for the County of Riverside Homeless Strategic Action Plan Strategies.</p> <p>4.1 Develop an Implementation Plan for the Strategic Goals and Action Steps listed on pages 18-23 of the Riverside CoC BoG Strategic Plan dated April 30, 2020, with a primary focus on aligning both the strategies within the strategic plan and the action steps of the County of Riverside Homeless Strategic Action Plan.</p> <p>4.2 Ensure that Principles, and Methods listed in Strategy D of the Riverside County Homeless Action Plan Summary are reflected in the BOG Strategic Plan Implementation Steps.</p>	<ul style="list-style-type: none"> • Kick off call or virtual meeting with the County of Riverside project team • Follow-up or interim call(s) or meeting(s) as needed • Completed Implementation Plan described in Task 3 activities. <p>Timeframe: 5-8 Months</p>

B.4 ACCEPTANCE OF MILESTONES

- A. The COUNTY shall have a period of fifteen (15) Business Days to determine the acceptability of a Milestone provided by CONTRACTOR hereunder (the "Acceptance Period"). The CONTRACTOR will notify the Project Manager in writing, through U.S. mail, overnight courier, or email, of the completion of each Milestone.

The CONTRACTOR agrees that the Acceptance Period for a Milestone shall begin when CONTRACTOR receives from HHPWS a written receipt, through U.S. mail, overnight courier, or email, for such deliverable, which HHPWS shall provide within two (2) Business Days of receipt of the milestone

At any time within the Acceptance Period, the COUNTY shall:

1. Provide to the CONTRACTOR a signed copy of the Milestone Sign-Off Document (Attachment II); or
 2. Provide written notice of non-acceptance with reasonable written comments to CONTRACTOR regarding the deficiencies of the Milestone(s). If changes or modifications are required by the COUNTY as evidenced by the non-acceptance notification, CONTRACTOR shall have ten (10) Business Days to correct the deficiency noted therein and resubmit the Milestone to the COUNTY beginning a new Acceptance Period. This process shall not exceed - three cycles. After a maximum of fifteen (15) Business Days of each cycle with proof of CONTRACTOR's submission to the COUNTY, CONTRACTOR may notify the COUNTY that CONTRACTOR will move forward with the latest comments from the COUNTY or with CONTRACTOR's work as is if no comments received from the COUNTY within fifteen (15) Business Days of each cycle.
- B. All Milestones will be delivered either electronically or in paper form to the COUNTY in English, unless otherwise specified herein. The COUNTY will deliver to CONTRACTOR all documents, studies, and materials in English, unless otherwise specified herein. All electronic documents will use the Microsoft suite of products, including, but not limited to Word, Excel, PowerPoint, Project, and Visio Pro. Signature pages may be delivered using Adobe PDF.
- C. The COUNTY will be deemed to have accepted the Milestone(s) upon occurrence of either of the following ("Acceptance"):
1. The COUNTY submits to the CONTRACTOR the Milestone Sign-Off Document; or
 2. The COUNTY fails to notify the CONTRACTOR of non-acceptance within the Acceptance Period described above.

B.5 CHANGE ORDERS

Either party may propose a change order to this Agreement. Change orders affecting this Agreement will not be effective until reviewed and approved in writing by CONTRACTOR and the COUNTY. CONTRACTOR will submit to the COUNTY an analysis of how the proposed changes will affect the current work in terms of schedule and cost estimates. The COUNTY will be under no obligation to accept the cost estimates for the proposed changes. However, if the parties agree to any proposed changes, such changes shall become binding on the parties only through an amendment to this Agreement signed by both parties. In no event shall CONTRACTOR be required to perform additional work under this Agreement, or the COUNTY be required to pay for additional work performed under this Agreement without prior written authorization in accordance with this paragraph.

COUNTY OF RIVERSIDE
HOUSING, HOMELESSNESS PREVENTION AND WORKFORCE SOLUTIONS**CONTRACTOR PAYMENT REQUEST**

To: Riverside County
Department of Public Social Services
Attn: Management Reporting Unit
4060 County Circle Drive
Riverside, CA 92503

From: LeSar Development Consultants
Remit to Name
404 Euclid Ave, Suite 212 San Diego, Ca 92114
Address
LeSar Development Consultants
Contractor Name
619-964-6636
Contract Number

Total amount requested _____ for the period of _____ 20 _____

Select Payment Type(s) Below:

☐ Advance Payment \$ _____
(if allowed by Contract/MOU)

☐ Actual Payment \$ _____
(Same amount as 2076B if needed)

☐ Unit of Service Payment \$ _____
of Units) X (\$) _____
of Units) X (\$) _____
of Units) X (\$) _____

of Units) X (\$) _____
of Units) X (\$) _____
of Units) X (\$) _____

Any questions regarding this request should be directed to: _____
Name Phone Number

I hereby certify under penalty of perjury that to the best of my knowledge the above is true and correct

Authorized Signature Title Date

FOR HHPWS USE ONLY (DO NOT WRITE BELOW THIS LINE)

Business Unit (5) _____

Purchase Order # (10) _____

Invoice # _____

Account (6) _____

Amount Authorized _____

If amount authorized is different from amount request, please explain:

Fund (5) _____

Dept ID (10) _____

Program (5) _____

Program (if applicable) _____

Date _____

Class (10) _____

Management Reporting Unit _____

Date _____

Project/Grant (15) _____

Contracts Administration Unit _____

Date _____

Vendor Code (10) _____

General Accounting Section _____

Date _____

Milestone Sign-Off Document

Project Information		
Dept/Division: HHPWS-CoC		Project: Homeless Plan Strategic Planning Consultant Services
Contractor: LeSar Development Consultants		Agreement#: DPSS-0001510
Project Milestone Description: Milestone #1 Administrative		
Milestone # 1: \$7,710	Date Milestone Completed:	Date Submitted:
Milestone Description: Monthly progress reports		
Milestone Approval		
Approval Signatures:	Date:	Comments:
 Project Manager		
Non Acceptance of Milestone		
Signatures:	Date:	
 Project Manager		
Reason for Non Acceptance		

Project Information

Dept/Division: HHPWS-CoC		Project: Homeless Plan Strategic Planning Consultant Services	
Contractor: LeSar Development Consultants		Agreement#: DPSS-0001510	
Project Milestone Description: Milestone #2 Performance Assessment and Gap Analysis			
Milestone # 1: \$ 8,025	Date Milestone Completed:	Date Submitted:	
Milestone Description: Assess the performance of the Riverside County Homeless System and identify resulting gaps.			
Milestone Approval			
Approval Signatures:	Date:	Comments:	
 Project Manager			
Non Acceptance of Milestone			
Signatures:	Date:		
 Project Manager			
Reason for Non Acceptance			
Project Information			

Dept/Division: HHPWS-CoC		Project: Homeless Plan Strategic Planning Consultant Services	
Contractor: LeSar Development Consultants		Agreement#: DPSS-0001510	
Project Milestone Description: Milestone #3 Homeless Strategic Action Plan			
Milestone # 2: \$ 38,825	Date Milestone Completed:		Date Submitted:
Milestone description: Facilitate virtual discussions, meetings and follow-up meetings to develop the County of Riverside Homeless Strategic Action Plan.			
Milestone Approval			
Approval Signatures:		Date:	Comments:
Project Manager			
Non Acceptance of Milestone			
Signatures:		Date:	
Project Manager			
Reason for Non Acceptance			
Project Information			

Dept/Division: HHPWSCoC		Project: Homeless Plan Strategic Planning Consultant Services	
Contractor: LeSar Development Consultants		Agreement#: DPSS-0001510	
Project Milestone Description: Milestone #4 Board of Governance Strategic Plan.			
Milestone # 3: \$ 23,775	Date Milestone Completed:	Date Submitted:	
Milestone Description: Ensure that the Riverside CoC BoG Strategic Plan dated April 30, 2020 is implemented in a way that maximizes support for the County of Riverside Homeless Strategic Action Plan Strategies			
Milestone Approval			
Approval Signatures:	Date:	Comments:	
 Project Manager			
Non Acceptance of Milestone			
Signatures:	Date:		
 Project Manager			
Reason for Non Acceptance			
Project Information			


DPSS-0001510 Homeless Plan Strategic Planning Consulting Services Second Amended and Restated Agreement

Final Audit Report

2021-03-11

Created:	2021-03-11
By:	LDC Operations (ops@lesardevelopment.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAOIdb9yxDPRUM6_o2fgyOb-KbEFSmCaPU

"DPSS-0001510 Homeless Plan Strategic Planning Consulting Services Second Amended and Restated Agreement" History

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