

NO WITHHOLDING

**SECOND AMENDMENT TO THE PERSONAL SERVICES AGREEMENT
BETWEEN THE COUNTY OF SHASTA AND LUCY HERNANDEZ**

This Second Amendment is entered into between the County of Shasta, through its Health and Human Services Agency's Housing and Community Action Agency, a political subdivision of the State of California ("County"), and Lucy Hernandez, a sole proprietor, ("Consultant").

RECITALS

WHEREAS, County and Consultant have previously entered into an agreement on December 28, 2022, effective January 1, 2023, for the purpose of providing consulting services to the County for its preparation of the California Department of Community Services Development's ("CSD") biannual Community Action Plan ("CAP") and the Community Services Block Grant ("CSBG") annual report. ("Original Agreement"); and

WHEREAS, County and Consultant amended the Original Agreement on and effective March 30, 2023, to expand the scope of work, increase compensation by \$17,980, for a total maximum compensation of \$49,975, and increase the number of billable hours by 138, for a total of 485 billable hours ("First Amendment"); and

WHEREAS, County and Consultant desire to amend the Agreement to expand the scope of work to include consulting services for County's preparation of the CSD biannual CAP and CSBG annual report, increase compensation by \$42,580, for a total maximum compensation of \$92,555, increase the number of billable hours by 398.75, for a total of 883.75 billable hours, and extend the term through December 31, 2024 ("Second Amendment"); and

WHEREAS, the Original Agreement, First Amendment, and Second Amendment are collectively referred to as the "Agreement."

NOW, THEREFORE, the Agreement is amended as follows:

I. EFFECTIVE DATE

Unless otherwise provided, this Second Amendment shall be deemed effective as of the last date it is signed by all Parties.

II. Section 3. **Compensation** of the agreement is amended as of the effective date of this Second Amendment in its entirety to read as follows:

SECTION 3. COMPENSATION

A. Total Consultant hours to be billed shall not exceed 883.75 hours for the term of the agreement as set forth in Attachment A-2.

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- B. In no event shall the maximum payable under this Agreement exceed \$92,555.
- C. Consultant shall be paid via electronic invoice payment; automated clearing house (“ACH”), County credit card, or Commerce Bank virtual card. ACH payments require submission of the completed Auditor-Controller ACH/Direct Deposit authorization form within five days of execution of this agreement.
- D. Consultant’s violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of agreement.

III. Section 5. Term of Agreement of the agreement is amended as of the effective date of this Second Amendment in its entirety to read as follows:

Section 5. TERM OF AGREEMENT

The initial term of this agreement shall begin January 1, 2023 and shall end December 31, 2024. Notwithstanding the foregoing, County shall not be obligated for payments hereunder for any future County fiscal year unless or until County’s Board of Supervisors appropriates funds for this agreement in County’s budget for that County fiscal year. In the event that funds are not appropriated for this agreement, then this agreement shall end as of June 30 of the last County fiscal year for which funds for this agreement were appropriated. For the purposes of this agreement, the County fiscal year commences on July 1 and ends on June 30 of the following year. County shall notify Consultant in writing of such non-appropriation at the earliest possible date.

IV. Subsection B. in Section 7. Entire Agreement; Amendments; Headings; Exhibits/Appendices of the agreement is amended as of the effective date of this Second Amendment in its entirety to read as follows:

No changes, amendments, or alterations to this agreement shall be effective unless in writing and signed by both Parties. However, minor amendments, including retroactive, that do not result in a substantial or functional change to the original intent of this agreement and do not cause an increase to the maximum amount payable under this agreement may be agreed to in writing between Consultant and Director, provided that the amendment is in substantially the same format as the County’s standard format amendment contained in the Shasta County Contracts Manual (Administrative Policy 6-101). Additionally, the HHS Director or designated Branch Director may approve in advance and in writing changes to Exhibits A, A-1, and A-2 so long as the changes do not increase maximum compensation.

V. **ATTACHMENTS**

Attachment A, Scope of Work, is effective for the period January 1, 2023 through March 29, 2023. Attachment A-1, Scope of Work, is effective for the period March 30, 2023 through the day before the effective date of this Second Amendment. Attachment A-2, Scope of Work, attached and incorporated herein, is effective the last date this Second Amendment is signed by both Parties.

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VI. **REAFFIRMATION**

In all other respects, the Agreement, as amended, and any attachments, remains in full force and effect.

VII. **ENTIRE AGREEMENT**

The Agreement, as amended, and any attachments, constitute the entire understanding between County and Consultant.

SIGNATURE PAGE FOLLOWS

NO WITHHOLDING

IN WITNESS WHEREOF, the Parties hereto have executed this Second Amendment to the Agreement. By their signatures below, each signatory represents that they have the authority to execute this Second Amendment and to bind the Party on whose behalf their execution is made.

COUNTY

Date: _____

Patrick Jones, Chairman
Board of Supervisors
County of Shasta
State of California

ATTEST:
David J. Rickert
Clerk of the Board of Supervisors

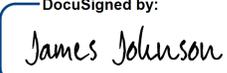
By: _____
Deputy

APPROVED AS TO FORM:
Gretchen Stuhr
Interim County Counsel

By: 
DocuSigned by:
9AAF581D8B5042F...
Name: Gretchen Stuhr

Date: 11/30/2023 | 5:06 PM PST
Title: Interim County Counsel

RISK MANAGEMENT APPROVAL

By: 
DocuSigned by:
0DBC25FD751A456...
Name: James Johnson

Date: 12/01/2023 | 8:03 AM PST
Title: Risk Management Analyst III

CONSULTANT

By: 
DocuSigned by:
AC08CB2E147B491...
Name: Lucy Hernandez

Date: 12/01/2023 | 8:09 AM PST
Title: Sole Proprietor

Name: Lucy Hernandez
Tax I.D.#: (on file)

**2023/2024 Annual Scope-of-work
Proposal for Lucy Hernandez, MBA, NCRT, CCAP, CAA Consultant & Trainer**

Category	Services to be delivered:	Projected Hours
A. Annual Community Services Block Grant (CSBG) Report	<ol style="list-style-type: none"> 1. Review data collected from Shasta County Housing and Community Action Agency (SCHCAA) staff for Annual Report. 2. Train staff on process to submit annual 2022 CSBG report to California Department of Community Services & Development (CSD) in Egov. 3. Conduct/coordinate with staff revisions from CSD. 4. Assist in the completion of reports for CSBG & Discretionary grants; ensure agency is meeting reporting compliance 5. Train and assist staff with preparation and submission of 2023 & 2024 Annual Report projections as requested. 6. Complete any modifications, revisions, corrections and narratives required by CSD-for submitted reports. 	120
B. Community Action Board (CAB)	<ol style="list-style-type: none"> 1. Train staff to establish protocols for CAB Board compliance. 2. Train new CAB Board Members as requested. Prepare documents for the board members, and upon their request. 3. Track CAB compliance and train staff to complete internal monitoring. 4. Attend CAB meetings as requested; educate & prepare CSBG information on CSBG board governance to be in compliance 5. Preparation of on-boarding trainings for new CAB board members and CSBG board governance trainings. 	100
C. Results Oriented Management and Accountability (ROMA) certification and training	<ol style="list-style-type: none"> 1. Maintain certification as a ROMA Trainer for SCHCAA application and funding activities. 2. Certify documents as NCRT requirement- CAP Plan 2024/2025. 3. Strategic Plan—Review and present to the CAB board. 	10
D.	<ol style="list-style-type: none"> 1. Lead the 2024/2025 CAP Plan & coordination work with staff & ensure it is submitted by June 30, 2023 2. Complete review/assessment of previous CAP Plan 2022/2023 for any pending or outstanding areas not completed, in order to integrate into new plan and explain how these areas will be completed in new plan. 3. Utilize new State Template and prepare for new information, sections and data required by CSD for new cycle. Coordinate with staff. 4. Develop and complete the Community needs assessment (CNA) for Shasta Co. for 2024/2025 Priorities—incorporate report into CAP Plan Final Draft 5. Complete the CAP Plan in accordance to CSD requirements and for agency compliance, certify all processes are in alignment with CSBG Act. 6. Work with Staff in planning process and coordinate tasks to complete CAP Plan. Ensure agency processes meet CSBG requirements, and/or adapt P&P with staff, if needed 7. Present Draft CAP Plan to the CAB Board, public and for Board of Supervisors Public Hearing 8. CSBG deadlines and compliance; capacity building and staff support; program development 	280

<p>E. Community Action Agency (CAA), CSBG Funder Requirements & Compliance</p>	<ol style="list-style-type: none"> 1. Assist with audits from funder and prepare staff for annual monitoring and/or desk audit activities. 2. Coordinate with funder on annual requests/requirements to ensure agency is in compliance. 3. Serve as liaison to assist in the interpretation of federal, state, regional, local community laws and policies that impact the agency. 4. Assessment of Organizational Standards/Support completion with staff for annual monitoring. 5. Meeting with staff; CSD sessions for preparation/research; and Strengths Coaching 6. Prepare CSBG Budget Modifications & Fiscal assistance/support; preparation & planning time 7. Attend CSD meetings or state meetings to keep informed of new changes/information that can impact grant requirements; communicate with CSD representative, as needed. 8. Program Support & Consulting; planning & research time. 9. Support the Executive Director with administrative duties and CAA assigned tasks. 	<p>284</p>
<p>E. Additional Support Services</p>	<ol style="list-style-type: none"> 1. Provide training and technical assistance to SCHCAA staff on CAA & CSBG topics as designated by agency Director; Planning/Coordination meetings 2. Supply and materials cost associated with CSBG program trainings; 3. CSBG New Staff Training & Supervisor Training 4. Interpret new regulations or requirements under CSBG Act for grant compliance 5. Coaching of Leadership Team; Supervisors & Management team—Strengths-Based Executive Coaching (1-1 sessions) 	<p>89.75</p>
<p>F.</p>	<ol style="list-style-type: none"> 1. Trainings for Community Action Board (new board members and/or existing board members-Annually): CSBG Board Governance & Ethics Training (In-Person or Virtual) 2. Trainings for HHSA Staff: Series of Trainings on Community Action & CSBG Act—History, purpose, and compliance: trainings to assist in the transition. 3. Training for Fiscal Staff on CSBG Budget series and modifications process: 1 training 4. Facilitate training(s) as needed re: CAA/CSBG Programmatic or Administrative topics for staff and/or board; CAA onboarding 	<p>4 Full- Day Trainings</p> <p>6 Half- Day Trainings</p>
	<p>Trainings \$17,500 (4 Full-days and 6 half-days) T/TA Consulting \$75,055 (883.75 hours) Total Contract: \$92,555</p>	

For any questions, please contact Lucy Hernandez, CAA
Consultant at Lucy@LucyHernandezConsulting.com or
707-321-6343.