

Witt O'Brien's, LLC
Amendment Number 2
to the Agreement to Provide
Monitoring and Capacity Building Services
Funding Amount: **\$1,383,896.00**
Term: 12/7/2022 to 6/30/2026
Agreement Number: ADM-WOB-ARPA-2225

This Amendment Number 2 ("Amendment") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and Witt O'Brien's, LLC, a Delaware Corporation (hereinafter "Contractor").

As provided by Article 13.7, Merger, the parties hereby evidence their intent and desire to amend the Agreement. The parties mutually desire to amend said Agreement to make the following changes:

1. Revise Article 2, Payment, to increase the Agreement amount by One Hundred Ninety-Nine Thousand Seven Hundred Twenty-Five Dollars (\$199,725.00) for a new total of One Million Three Hundred Eighty-Three Thousand Eight Hundred Ninety-Six Dollars (\$1,383,896.00); and
2. Add page for Exhibit A: Scopes of Work and list Exhibit A-1: Scope of Work - General ARPA Compliance Monitoring and list Exhibit A-2: Scope of Work - Targeted Technical Assistance and Support regarding Santa Rosa Metro Chamber's ARPA Agreement; and
3. Update Exhibit A: Scope of Work to Exhibit A-1: Scope of Work - General ARPA Compliance Monitoring; and
4. Add Exhibit A-2: Scope of Work - Targeted Technical Assistance and Support to Santa Rosa Metro Chamber; and
5. Replace Section 6, Unit Costs, in Exhibit B, Fiscal Provisions/Budget.

RECITALS

WHEREAS, County and Contractor entered into that certain Agreement, dated December 7, 2022, for Monitoring and Capacity Building Services; and

WHEREAS, County and Contractor desire to amend the Agreement to provide additional funding to augment services;

NOW, THEREFORE, the parties hereto are desirous of modifying the Agreement in accordance with the terms and conditions set forth herein and hereto agree as follows:

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SPECIFIC PROVISIONS

2. Payment.

For all services and incidental costs required hereunder, Contractor shall be paid on a fee for service basis in accordance with the budget set forth in "Exhibit B: Fiscal Provisions/Budget" (hereinafter "Exhibit B"), attached hereto and incorporated herein by this reference. Contractor shall be paid an amount not to One Million Three Hundred Eighty-Three Thousand Eight Hundred Ninety-Six Dollars (\$1,383,896.00), without the prior written approval of County. Expenses not expressly authorized by the Agreement shall not be reimbursed.

Unless otherwise noted in this agreement, payments shall be made within the normal course of county business after presentation of an invoice in a form approved by the County for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the County.

Exhibit A: Scopes of Work

Effective date: 11/01/2024

This Exhibit A (Scopes of Work) includes the following, which are attached hereto and incorporated herein by this reference:

1. Exhibit A-1: Scope of Work – General ARPA Compliance Monitoring
2. Exhibit A-2: Scope of Work – Targeted Technical Assistance and Support regarding Santa Rosa Metro Chamber's ARPA Agreement

Exhibit A-1: Scope of Work
General ARPA Compliance Monitoring
Effective date: 05/01/2024

I. Overview

The Sonoma County Board of Supervisors approved over \$39 million in American Rescue Plan Act (ARPA) funding to support disproportionately impacted individuals, households, and small businesses and nonprofits who have suffered economic impacts as well as disparities in public health outcomes due to the COVID-19 pandemic. Twenty-four unique organizations are the subrecipients and fiscal leads for the 27 Community Resilience Programs approved for funding through County's Notice of Funding Availability (NOFA) process. Subrecipients have partnered with over 70 non-duplicative subcontractors.

ARPA is federal funding and subject to the requirements set forth in the Office of Management and Budget's Uniform Guidance 2 CFR and Part 200 federal funding requirements, as well as the [Department of the Treasury Final Rule](#) and the [Compliance and Reporting Guidance for State and Local Fiscal Recovery Funds](#).

Contractor will provide annual compliance monitoring for each subrecipient to ensure compliance with ARPA requirements and provide technical assistance as needed. Contractor will provide capacity building training to local Community-Based Organizations and County staff to build the foundation to apply for and administer future federal funding opportunities.

II. Services to Be Provided

A. Monitoring and Technical Assistance Plans Development

1. Develop the **ARPA Community Resilience Program Monitoring Plan**, with compliance guidance, processes, and tools and templates for conducting monitoring activities, including subrecipient risk assessment.
 - i. The plan will include a subrecipient management toolkit that is customizable to the subrecipient/fiscal leads and their subcontractors.
 - ii. The plan will specify that at least one annual fiscal and program monitoring will be conducted for each subrecipient.
2. Develop **individual monitoring plans** for each subrecipient, outlining the core components of fiscal and program management (e.g., risk assessment and scoring, monitoring, performance reporting, tools and templates) and specific monitoring activities to be conducted (e.g., compliance review, audit support, financial controls, detection and prevention of fraud, waste, and abuse and duplication of benefits).
3. Develop, in partnership with County, the framework of and timeline for direct subrecipient technical assistance, using data from the initial risk assessment.

B. Direct Fiscal and Program Compliance Monitoring and Technical Assistance

1. Conduct **initial risk assessment**, via a questionnaire and supporting documentation provided by each subrecipient, to determine the level of compliance, conformance, and performance risk of each subrecipient and frame the scope of monitoring to be conducted.

- iii. Risk assessments may include factors such as prior experience in managing Federal funds, previous audits, personnel, and policies or procedures for award execution and oversight.
2. Conduct a sample set **compliance review** of project documentation (e.g., beneficiary household income/size verifications, payroll, invoices and receipts, data collection methods, and administration procedures), including review of any internal control weaknesses centered around audit and closeout, and summarize in a memorandum for each subrecipient.
 - i. Work in partnership with County to determine methodology for selecting sample documents to be reviewed and sample size.
 - ii. This review includes, but is not limited to, inspection of documentation, evaluation of allowable costs per contracted scope against expenditure documentation, reconciliation of requested reimbursement against allowed costs; peer review and quality control of findings, completed tools, templates and forms as defined by the County. This review also includes an escalation path of questioned costs for the County to determine concurrence or possible justifications.
3. Examine **financial systems and policies** for each subrecipient, noting any material weaknesses and non-compliance. This will include:
 - i. The review of financial reports by grants managers as well as the review of grants expenditures compared to the approved budget and expenditures reported to the County and Treasury.
 - ii. Monitoring of compliance with financial guidelines and general accounting practices, as well as determinations on the allowability of expenditures.
4. Develop a **tracking system** that provides dashboards on monitoring status, deficiencies, and recommendations, and follow-up subrecipient technical assistance, to provide County with progress updates.
5. Compile **monitoring reports** for each subrecipient, including a description of the monitoring process, their results, and a Quality Improvement Plan, if applicable.
 - i. County will approve Quality Improvement Plans before they are provided to subrecipients.
 - ii. Support the County to conduct individual meetings with subrecipients to review the results of their Quality Improvement Plan, provide guidance on additional documentation needed to address findings, review additional documentation, and reflect review results to the Quality Improvement Plan accordingly.
6. Provide concurrent **technical assistance** to subrecipients to guarantee fiscal, program, and contractual compliance, including support to lead agencies in the provision of monitoring their subcontractors. Technical assistance will include:
 - i. Controls training to fiscal leads, as well as their subcontractors.
 - ii. Assistance to subrecipients in the areas of risk identification and mitigation, compliance reviews and development of financial controls, and

fraud detection processes tailored to the project, as applicable.

- iii. Tools and templates to guide subrecipients in how to determine whether they are in compliance with standard relevant 2 CFR 200 provisions, including real, actionable examples of what is “good” policy, processes, and documentation compared to examples that do not meet federal requirements.
- iv. Regularly scheduled, one hour “learning circles” virtual events for subrecipients to learn more about requirements that are more confusing or routinely flagged as a deficiency at audit.
- v. Standing virtual “office hours” meetings for subrecipients to join and ask questions as applicable.

C. Countywide Capacity Building Training

1. Provide at least one capacity building training session for local Community-Based Organizations as well as County staff on receiving and administering federal funding (not ARPA-specific).
 - i. The session will include compliance with the OMB Super Circular codified at 2 CFR Part 200.

III. Other Requirements

- A. Monitoring activities may be virtual or on site, depending on the results of the risk assessment rating and other factors outlined in the Plan.
- B. Implement a collaborative approach to monitoring and create an environment that allows for open, honest communication and a trusting relationship with subrecipients.
- C. Provide services through the lens of racial equity and cultural humility, including tailoring approach to local demographics, constraints and needs.
- D. Maintain complete, up-to-date, and accurate records, tracking mechanisms, and management controls. Submit all data, documents, and required reports, accurately, on time, and in the manner prescribed by County.
- E. Respond in a timely manner to every communication and request for information from County.
- F. Communicate and collaborate with County about monitoring progress, questions, or issues as needed.

IV. County Responsibilities

- A. Perform the single audit review of each subrecipient agency, as applicable.
- B. Act as liaison between subrecipients' and Contractor's staff.
- C. Provide technical assistance and staff support to group training efforts.
- D. Provide staff support to coordinate in person and/or virtual meetings between Contractor and subrecipient agency, if needed.
- E. Communicate and collaborate with Contractor about monitoring questions or issues as needed.

Exhibit A-2: Scope of Work:

Targeted Technical Assistance and Support regarding
Santa Rosa Metro Chamber's ARPA Agreement

(Effective Date: 11/1/2024)

I. Overview

Pursuant to paragraph B.6. of this Agreement's Exhibit A-1, the Contractor will provide targeted technical assistance and support for the Santa Rosa Metro Chamber (SRMC) ARPA award. This support will include but not be limited to reconciliation of allowable costs, advance payments, and compliance with the terms and conditions of their agreement "PREE-SRMC-ARPA-2224," as amended.

SRMC's PREE-SRMC-ARPA-2224 Program: The Santa Rosa Metro Chamber of Commerce was contracted to act as Fiscal Lead and to work in partnership with 16 nonprofits serving Sonoma County's business community to implement the ARPA Small Business Equity & Recovery (SBER) Program to provide: 1) outreach and support services to increase prospective and existing business owners' access to information about equitable programs and services to support business startup and growth; 2) education to increase the economic success of new and existing small businesses; and 3) access to capital to support small business financial sustainability.

SRMC's PREE-SRMC-ARPA-2224 funding also supported the Santa Rosa Metro Chamber of Commerce Mike Hauser Academy and provided education to existing and prospective small business owners hard-hit by the pandemic through the Small Business Development Center (SBDC).

II. Services to Be Provided

Contractor will provide coaching to SRMC staff and their funded partners with technical assistance. In-person technical assistance will only be provided if the circumstances warrant (weighing travel time and costs to and from Gold River to Santa Rosa against in-person visit benefit)

Outcome: SRMC develops and executes repayment plans that include a confirmed timeline for repayment for all organizations with identified ineligible and/or disallowed expenses, and/or have an identified overpayment.

III. County Responsibilities

The County ARPA team will assign one staff member to be Contractor's point of contact. This staff member will ensure documents uploaded to OpenGov are available to WOBs SharePoint. This staff member will be welcome to attend weekly SRMC TA meetings. The ARPA team will check in with Contractor staff weekly about SRMC success, challenges, and action items.

- Action Item: All repayment plans are approved by both HSD program and fiscal teams.

IV. Period of Performance:

Exhibit A-2: Scope of Work commenced on November 1, 2024, and will continue until completed or the end of the Contractor's term of agreement, whichever occurs first.

Exhibit B: Fiscal Provisions/Budget

Effective date: 11/01/2024

6. Unit Costs.

6.1. As compensation for all services contemplated by this Agreement, Contractor shall be reimbursed for services delivered as set forth in Exhibit A.

6.2. Contractor shall be compensated on a unit cost basis as set forth below.

Service Description	Total Cost
Monitoring and Technical Assistance Plans Development <i>ARPA Community Resilience Program Monitoring Plan and individual subrecipient monitoring plans. (Approximately 562 hours)</i>	\$27,725
Direct Monitoring and Technical Assistance <i>Risk assessments, compliance reviews, financial systems and policy reviews, tracking system development, monitoring reports, and subrecipient technical assistance. (Approximately 3,704 hours)</i>	\$1,021,046
Countywide Capacity Building Training <i>At least one training on receiving and administering federal funding for local community-based organizations and County staff. (Approximately 444 hours)</i>	\$80,400
Targeted Technical Assistance and Support to Santa Rosa Metro Chamber <i>(Approximately 800 hours)</i>	\$199,725
Travel Costs	\$54,000
Supplies	\$1,000
TOTAL COST NOT TO EXCEED	\$1,383,896

If there are any terms and conditions in conflict between the original agreement or any prior amendments and this amendment, the language in this Amendment shall apply.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be fully executed by their authorized representatives.

This Amendment shall be effective on and as of the date of the last signature.

CONTRACTOR

COUNTY OF SONOMA

Witt O'Brien's, LLC

By: *Cheryl Joiner*
Name: Cheryl Joiner
Title: Director Contracts & Compliance
Date: 1/31/2025

By: _____
Name: Angela Struckmann
Title: Director, Human Services Department
Date: _____

APPROVED AS TO SUBSTANCE FOR COUNTY

By: _____
Name: Lynn Peralta
Title: Assistant Director, Human Services Department

EXEMPT FROM COUNTY COUNSEL REVIEW

APPROVED AS TO FORM FOR COUNTY

By: *Sharmalee Rajakumaran*
County Counsel

CERTIFICATES OF INSURANCE ON FILE WITH COUNTY

INSURANCE REQUIREMENT CHANGES APPROVED, WAIVED, OR EXEMPTED BY RISK MANAGEMENT

By: _____