

CONTRACT AMENDMENT

Contract No.: HHS000220

Begins: January 18, 2021

Administering Agency: Public Health

Ends: ~~April~~ **June 30, 2021**

Description: First amendment to this contract between Placer Community Foundation, a nonprofit corporation, hereinafter referred to as "CONTRACTOR" and the County of Placer, hereinafter referred to as "COUNTY," to increase the length of the contract and increase compensation as appropriate as shown in Exhibit B-1, Payment Provisions.

WHEREAS, COUNTY wishes to promote COVID-19 vaccine communication services to disadvantaged communities in Placer County, and

WHEREAS, CONTRACTOR is a qualified and experienced provider of the required services, and has agreed to provide services to assist in this venture as outlined below, and

WHEREAS, COUNTY wishes to continue communication services with uninterrupted assistance due to increased demand for outreach activities to continue to raise awareness of the benefits of COVID-19 vaccines, and

WHEREAS, it is understood and agreed by and between the parties of this Agreement that they wish to enter into this Agreement in order to provide a full and complete statement of their respective responsibilities in connection with this venture during the term of this Agreement,

NOW, THEREFORE, IT IS AGREED BY BOTH PARTIES THAT, EFFECTIVE April 27, 2021, the following amendment is made to the original contract, additions are shown in bold, deletions are shown in strike-through:

3. **FUNDING:** COUNTY will issue funding to CONTRACTOR for all services rendered pursuant to this Agreement in the amount set forth in Exhibit **BB-1**, titled Funding Provisions. The funding specified in Exhibit **BB-1** shall be the only funding made to CONTRACTOR for services rendered pursuant to this Agreement. The total amount of this contract and funding made under this Agreement shall not exceed ~~NINETY-FIVE THOUSAND DOLLARS (\$95,000)~~ **ONE HUNDRED FORTY FIVE THOUSAND DOLLARS (\$145,000)**. This rate shall be inclusive of all CONTRACTOR costs, including, but not limited to travel, transportation, lodging, meals, supplies, and incidental expenses except as otherwise might be specifically set forth in this Agreement. CONTRACTOR shall charge for travel according to the Federal General Services Administration (GSA) guidelines.
6. **EXHIBITS:** All exhibits referred to in this Agreement, and/or identified in the list of exhibits following the signature page, and / or otherwise attached to the Agreement are hereby incorporated herein by this reference and collectively, along with this base document, form the Agreement. In the event of any conflict or inconsistency between provisions contained in the base agreement or exhibits such conflict or inconsistency shall be resolved by giving precedence according to the following priorities: Exhibit A, Exhibit **BB-1**, base agreement, then followed by any remaining exhibits. Responsibilities and obligations mandated by federal or state regulations or otherwise at law shall be liberally construed to meet legal requirements. Responsibilities and services of CONTRACTOR identified in more than one location will be construed such that the provisions mandating the greater obligations shall control.

All other terms and conditions of the original contract shall remain unchanged, and in full force and effect.

//Signatures on following page

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Amendment as of the day first above stated:

PLACER COMMUNITY FOUNDATION ("CONTRACTOR")*
_____ Signature
_____ Print Name
<input type="checkbox"/> Chair of the Board, <input checked="" type="checkbox"/> President, or <input type="checkbox"/> Vice President
Date: _____
_____ Signature
_____ Print Name
<input type="checkbox"/> Secretary, <input type="checkbox"/> Asst. Secretary, <input checked="" type="checkbox"/> Chief Financial Officer, or <input type="checkbox"/> Asst. Treasurer
Date: _____

COUNTY OF PLACER ("COUNTY")
_____ Robert L. Oldham, Director, Department of Health & Human Services
Date: _____
Approved as to Form Office of Placer County Counsel
_____ Date: _____

With the exception of Exhibit B-1 and Exhibit G-1, exhibits are not attached. Please reference original agreement to view the exhibits that have not changed.

EXHIBITS:

Exhibit ~~B~~**B-1** – Funding Provisions – **Exhibit B-1 replaces Exhibit B in its entirety**

Exhibit ~~G~~**G-1** – Grants - Special Terms and Conditions – **Exhibit G-1 replaces Exhibit G in its entirety**

*Agreement must have two signatures, one in each of the two categories of corporate offices indicated above. Check the box indicating the corporate office of the signing party. The same person may sign the contract twice if that person holds an office in each of the two categories. (California Corporations Code § 313) One signature will suffice, if the corporation's board of directors has passed a resolution that gives one person authority to sign. A copy of the most recent resolution must be sent with the signed contract, even if it is the same as the previous year.

PAYMENT PROVISIONS

COUNTY will fund CONTRACTOR in an amount not to exceed ONE HUNDRED FORTY FIVE THOUSAND DOLLARS (\$145,000) for services as outlined in the Scope of Work, Exhibit A. Funding will be provided with an invoice at the beginning of the contract term.

DRAFT

GRANTS - Special Terms and Conditions

This Agreement is a Grant Agreement in which COUNTY is the grantor or the sub-grantor. The project description is contained in the introductory paragraphs of the base Agreement and in Exhibit A, Scope of Services. This grant serves the following public purpose:

- Ex. Providing COVID-19 vaccine communication services to disadvantaged communities in Placer County.

1. Sole Use. CONTRACTOR agrees to use the County funds solely for the purposes of the project as identified in the Agreement.
2. Open to Public. The grant project will be open to the members of the public the grant was designed to serve.
3. Right of Control. The Placer County Board of Supervisors reserves the right of control over all discretionary decisions related to expenditure of County funds. In approving this grant Agreement the Placer County Board of Supervisors, either directly or through a delegation of its authority, makes the finding that this grant serves a public purpose by promoting the general welfare of the County and its inhabitants, thus benefitting the County.
4. Equipment: COUNTY discourages the use of grant funds for the purchase or maintenance of equipment, materials, supplies or property of any kind. However, where the grant identifies a service project that will be carried out with the grant funds, and identifies that a portion of the grant funds will be used to purchase equipment that will be directly used to carry out the service project, CONTRACTOR may use grant funds to purchase the equipment. These grant funds may not be used toward the purchase of real property. These grant funds may not be used toward the purchase or maintenance of equipment, materials, or supplies, as defined in OMB 2 CFR Part 200 unless those are specifically identified in Exhibit **BB-1**, Funding Provisions. Any such identification would include details of purchase price and portion of grant funds to be used toward the purchase. CONTRACTOR agrees that such equipment, materials, supplies or property will be directly used to carry out the service project(s) that this grant funds. Capital equipment purchased with grant funds shall be the property of the State or COUNTY, as appropriate.
5. Written accounting. The contractor will provide a written accounting of County funds expended on a quarterly basis, or more frequently if requested in a writing by the CONTRACT ADMINISTRATOR. Contractor will provide a final accounting upon expenditure of all County funds or upon completion of the project to support a finding that that expenditures have been made in accordance with the grant agreement.