

## CONTRACT AMENDMENT

**Contract No.:** HHS000252A

**Begins:** March 15, 2021

**Administering Agency:** Placer County Housing Authority

**Ends:** June 30, 2021

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

WHEREAS, HOUSING AUTHORITY wishes to promote the Emergency Rental Assistance Program messaging and raise awareness among community partners and the public in the program, 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, HOUSING AUTHORITY wishes to continue communication services with uninterrupted assistance due to increased demand for outreach activities to continue to raise awareness of the Emergency Rental Assistance Program, 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 March 15, 2021, the following amendment is made to the original contract, additions are shown in bold, deletions are shown in strike-through:

3. **FUNDING:** HOUSING AUTHORITY 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 ~~EIGHTY THOUSAND DOLLARS (\$80,000)~~ **ONE HUNDRED FIFTEEN THOUSAND DOLLARS (\$115,000)**. 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

Chair of the Board,  President, or  
 Vice President

Date: \_\_\_\_\_

PLACER COUNTY HOUSING AUTHORITY  
("HOUSING AUTHORITY")

\_\_\_\_\_  
Amanda Sharp, Executive Director  
Placer County Housing Authority

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Secretary,  Asst. Secretary,  
 Chief Financial Officer, or  Asst. Treasurer

Date: \_\_\_\_\_

With the exception of Exhibit B-1 and Exhibit H-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 ~~H~~**H-1** – Grants - Special Terms and Conditions – **Exhibit H-1 replaces Exhibit H 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**

HOUSING AUTHORITY will fund CONTRACTOR a lump sum of \$115,000 to perform services and deliverables from March 15, 2021 through June 30, 2021, as outlined in the Scope of Work, Exhibit A.

<b>Description</b>	<b>Amount</b>
Creative/Graphic Design Services: Content and design for 2-3 collateral pieces, social media graphics and digital advertising graphics	\$14,000
Content Development & Media Relations Services: Talking points, email blasts, landing page, translations, press release	\$13,000
Paid Media & Promotion: 8-week media flight with: targeted digital and social, Spanish-language media, direct mail	\$32,000
PCF Campaign Development and Management: Stakeholder outreach, leveraging connections, workshop training (one), media planning and placement	\$43,000
Printing & Production (collateral): Direct costs for outreach material production	\$4,950
Miscellaneous Administrative Expense	\$8,050
<b>TOTAL</b>	<b>\$115,000</b>

**GRANTS - Special Terms and Conditions**

This Agreement is a Grant Agreement in which HOUSING AUTHORITY 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 program media and awareness to increase utilization of the emergency rental assistance program to benefit County residents and resolve or mitigate their debts owed to landlords and utility companies.

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: HOUSING AUTHORITY 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, HOUSING AUTHORITY, 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.