

FUNDING AGREEMENT #7383
AMENDMENT I

This First Amendment to that Funding Agreement #7383, is made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and The Boys and Girls Club of El Dorado County Western Slope, a California Non-Profit Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 2840 Mallard Lane, Placerville, California 95667, (hereinafter referred to as "Subrecipient");

RECITALS

WHEREAS, Subrecipient has been engaged by County to furnish personnel, equipment, office supplies, travel and other materials to provide a range of community services and education to vulnerable populations to promote prevention and equitable recovery from COVID-19/SARS-Co V-2., pursuant to Funding Agreement #7383, dated June 6, 2023, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, the parties hereto desire to amend the Agreement to extend the expiration date of June 30, 2024, for one (1) additional year, with the option to further extend the Agreement for one (1) additional year, to align with the extension of COVID-19 ELC68 expansion funding, amending **ARTICLE II, Term**;

WHEREAS, the parties hereto desire to amend the Agreement to update **ARTICLE XIII, Notice to Parties** and **ARTICLE XXIX, Contract Administrator** to include updated contract provisions;

WHEREAS, unless otherwise specified herein, the following terms and conditions shall be effective upon final execution of this First Amendment to that Funding Agreement #7383.

NOW THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Subrecipient mutually agree to amend the terms of the Agreement in this First Amendment to Funding Agreement #7383 on the following terms and conditions:

1) **ARTICLE II, Term**, of the Agreement is amended in its entirety to read as follows:

ARTICLE II

Term: This Agreement shall become effective when fully executed by the parties hereto and shall expire on June 30, 2025, unless terminated earlier pursuant to the provisions contained herein this Agreement under Article titled, "Default, Termination, and Cancellation," or Article titled, "Fiscal Considerations."

Based on an extended term date of County's California Department of Public Health (CDPH) Allocation No. COVID-19 ELC68, Subrecipient may earn one (1) single year extension with the same terms/conditions contemplated in Article I, Payment and Use of Funds, or as amended, not to exceed the end date of June 30, 2026.

To earn each extension, Subrecipient must meet the minimum requirements of this Agreement during the previous term. Following review and approval of performance, the Contract Administrator shall submit a request to the HHS Director justifying a one-year extension. Upon approval by HHS Director, vendor will be notified of the extension in writing, in accordance with the Article titled "Notice to Parties."

Initial Term Dates:	Final Execution	06/30/2024
Amendment I Extension Dates:	07/01/2024	06/30/2025
(Optional) Additional One (1) Year Extension Dates:	07/01/2025	06/30/2026

- 2) **ARTICLE XIII, Notice to Parties**, of the Agreement is amended in its entirety to read as follows:

ARTICLE XIII

Notice to Parties: All notices to be given by the parties hereto shall be in writing, with both the County Health and Human Services Agency and County Chief Administrative Office addressed in said correspondence and served by either United States Postal Service mail or electronic email. Notice by mail shall be served by depositing the notice in the United States Post Office, postage prepaid and return receipt requested, and deemed delivered and received five (5) calendar days after deposit. Notice by electronic email shall be served by transmitting the notice to all required email addresses and deemed delivered and received two (2) business days after service.

Notices to County shall be addressed as follows:

with a copy to:

COUNTY OF EL DORADO
 Health and Human Services Agency
 3057 Briw Road, Suite B
 Placerville, CA 95667
 ATTN: Contracts Unit
 Email: hhsa-contracts@edcgov.us

COUNTY OF EL DORADO
 Chief Administrative Office
 Procurement and Contracts Division
 330 Fair Lane
 Placerville, CA 95667
 ATTN: Purchasing Agent
 Email: procon@edcgov.us

Notices to Subrecipient shall be addressed as follows:

THE BOYS AND GIRLS CLUB OF EL DORADO COUNTY WESTERN SLOPE
 2840 Mallard Lane
 Placerville, CA 95667
 ATTN: Sean McCarney, Chief Executive Officer
 Email: sean@bgce.org

or to such other location or email as the Subrecipient directs.

3) **ARTICLE XXIX, Contract Administrator**, of the Agreement is amended in its entirety to read as follows:

ARTICLE XXIX

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Heather Orchard, MSN, FNP, PHN, Public Health Nursing Supervisor, Public Health Division, HHSA, or successor. In the instance where the named Contract Administrator no longer holds this title with County and a successor is pending, or HHSA has to temporarily delegate this authority, HHSA Director shall designate a representative to temporarily act as the primary Contract Administrator of this agreement and shall provide the Subrecipient with the name, address, email, and telephone number for this designee via notification in accordance with the Article titled "Notice to Parties" herein.

Requesting Contract Administrator Concurrence:

By: *Heather Orchard*
Heather Orchard, MSN, FNP, PHN
Public Health Nursing Supervisor
Health and Human Services Agency

Dated: 05/07/2024

Requesting Department Head Concurrence:

By: *Olivia Byron-Cooper*
Olivia Byron-Cooper (May 10, 2024 05:20 PDT)
Olivia Byron-Cooper, MPH
Director
Health and Human Services Agency

Dated: 05/10/2024

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services #7383 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____

Dated: _____

Board of Supervisors
"County"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

-- THE BOYS AND GIRLS CLUB OF EL DORADO COUNTY
WESTERN SLOPE --

By: Sean McCartney
Sean McCartney (May 7, 2024 08:58 PDT)
Sean McCartney
Chief Executive Officer
"Subrecipient"

Dated: 05/07/2024

By: TOM DILLON
TOM DILLON (May 10, 2024 05:56 CDT)
Tom Dillon
Chief Financial Officer

Dated: 05/10/2024