

**FUNDING OUT AGREEMENT #6865
AMENDMENT I**

This First Amendment to that Funding Out Agreement #6865, 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 Los Rios Community College District, Folsom Lake College – El Dorado Center, a public agency, duly qualified to conduct business in the State of California, whose principal place of business is 6699 Campus Drive, Placerville, California 95667; (hereinafter referred to as "Subrecipient");

RECITALS

WHEREAS, Subrecipient has been engaged by County to implement the CalFresh Healthy Living Program with the purpose of providing Supplemental Nutrition Assistance Program-Education (SNAP-Ed) allowable nutrition education and obesity prevention activities and interventions for low-income Californians under the CalFresh Healthy Living Program, pursuant to Agreement for Services #6865, dated November 3, 2022, incorporated herein and made by reference a part hereof (hereinafter referred to as “Agreement”);

WHEREAS, the parties hereto desire to amend the Agreement to include language to comply with subsequent funding agreements, amending **ARTICLE I, Payment, Purpose, and Use of Funds**;

WHEREAS, the parties hereto desire to amend the Agreement to extend the expiration date of September 30, 2023 by three (3) months for the extended term through December 31, 2023, amending **ARTICLE II, Term**;

WHEREAS, the parties hereto desire to amend the Agreement to update the Federal Funding Information amending **ARTICLE III, Federal Funding Notification**;

WHEREAS, the parties hereto desire to amend the Agreement to update the Nondiscrimination language amending **ARTICLE VIII, Nondiscrimination**;

WHEREAS, the parties hereto desire to amend the Agreement to update **ARTICLE XXXVII, Special Terms and Conditions**;

WHEREAS, the parties hereto desire to amend the Agreement to correct the article number listed in **ARTICLE XXXX, Entire Agreement** to change to **ARTICLE XL, Entire Agreement**;

WHEREAS, the parties hereto desire to amend the Agreement to add the Conflict of Interest language, adding **ARTICLE XLI, Conflict of Interest**, and adding **Exhibit C**, marked “California Levine Act Statement” incorporated herein and made by reference a part hereof;

WHEREAS, unless otherwise specified herein, the following terms and conditions shall be effective upon final execution of this First Amendment to that Agreement #6865.

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 Agreement #6865 on the following terms and conditions:

- 1) **ARTICLE I, Payment, Purpose, and Use of Funds**, of the Agreement is amended in its entirety to read as follows:

ARTICLE I

Payment, Purpose, and Use of Funds:

- A. Payment: Within thirty (30) days of execution of this Agreement, County shall disburse/advance to Subrecipient the total sum of \$15,000.
1. Subrecipient may request an advance disbursement of funds by submitting an invoice or letter requesting funds on Subrecipient’s letterhead referencing this Agreement #6865 and CDPH #19-10372, or subsequent funding agreement.
 2. Subrecipient following final execution of this Agreement and within forty-five (45) days of expenditures shall submit a Statement of Funds, on Subrecipient’s letterhead referencing this Agreement #6865 and CDPH #19-10372, or subsequent funding agreement, reconciling all advanced funds. Copies of paid vendor invoices or receipts for purchased items must be included.
 3. If all funds are not fully expended within the term of this agreement, Subrecipient shall issue payment of any unspent amount back to The County of El Dorado within thirty (30) days.
- B. Purpose: Funding shall be used for the purpose of providing a Nourishing Food Pantry for underserved families whose children attend Folsom Lake College - El Dorado Center.
1. Project: The Pantry will be located at Los Rios Community College District, Folsom Lake College - El Dorado Center, 6699 Campus Drive, Placerville, CA 95667.
- C. Use of Funds: For the sole purpose of reimbursing items purchased for the start-up costs of the pantry. Including but not limited to: Shelving, laptop, fridge/freezer, reusable shopping bags, water cooler, crockpot and required locksmith services to secure existing cabinets. Additional expenditures not specifically listed require written approval from contract administrator to ensure their compliance with the funding guidelines.
- D. Remittance shall be addressed as indicated in the table below or to such other location as County may direct per the Article titled “Notice to Parties.”

Mail Remittance to:	Email Remittance to:
Health and Human Services Agency Attn: Fiscal Unit 3057 Briw Road, Suite B Placerville, CA 95667	PHinvoice@edcgov.us

All funding shall be used for direct costs of the Project and not administrative or overhead costs. Funding shall not be used for political advocacy of any kind and shall not be used for

individual person or business promotion or advertisement. Any person or business name mentioned in County funded materials must be a sponsor or direct participant in the event of promotional effort. Any listing of service or product providers or co-sponsors must be inclusive. Any advertising space or time purchased by a person or business must be clearly and separately identified as paid advertising.

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

Term: This Agreement shall become effective when fully executed by the parties hereto and shall expire on **December 31, 2023** or when all funds have been expended and the County has approved all expenses.

3) **ARTICLE III, Federal Funding Notification**, of the Agreement is amended in its entirety to read as follows:

Federal Funding Notification: An award/subaward or contract associated with a covered transaction may not be made to a subrecipient or contractor who has been identified as suspended or debarred from receiving federal funds. Additionally, counties must annually verify that the subrecipient and/or contractor remains in good standing with the federal government throughout the life of the agreement/contract.

Contractor agrees to comply with Federal procedures in accordance with 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Any costs for which payment has been made to Contractor that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by Contractor to County.

Consistent with 2 CFR 180.300(a), County has elected to verify whether Contractor has been suspended or using the federal System for Award Management (SAM). The federal SAM is an official website of the federal government through which counties can perform queries to identify if a subrecipient or contractor is listed on the federal SAM excluded list and thus suspended or debarred from receiving federal funds.

- A. System for Award Management: Contractor is required to obtain and maintain an active Universal Entity Identifier (UEI) No. in the System for Award Management (SAM) system at <https://sam.gov/content/home>. Noncompliance with this requirement shall result in corrective action, up to and including termination pursuant to the provisions contained herein this Agreement under the Article(s) titled “Fiscal Considerations” or “Default, Termination, and Cancellation.”
- B. Catalog of Federal Domestic Assistance: Pursuant to the Office of Management and Budget (OMB) Uniform Grants Guidance, all recipients and sub-recipients of federal funds must be provided the Assistance Listing Numbers (ALN) number at the time the contract is awarded. The following are ALN numbers, award specific information, and program titles for programs administered by the County on behalf of California Department of Health Care Services that may apply to this contract:

Federal Funding Information			
Contractor:	Los Rios Community College District, Folsom Lake College – El Dorado Center		UEI #: KBQWP4JGA355
Award Term:	Upon Execution through 12/31/23		EIN #:
Total Federal Funds Obligated: Up to \$15,000			
Federal Award Information			
ALN Number	Federal Award ID Number (FAIN)	Federal Award Date / Amount	Program Title
10.561	217CACA4S2514	10/01/20, 01/20/21, 02/02/21, 02/12/21, 04/08/21	SNAP SAE
Project Description:	Nourishing Food Pantry for underserved families whose family member attend Folsom Lake College – El Dorado Center		
Awarding Agency:	California Department of Health Care Services		
Pass-through Entity	County of El Dorado, Health and Human Services Agency		
Indirect Cost Rate or de minimus	Indirect Cost Rate: _____		De minimus <input checked="" type="checkbox"/>
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Award is for Research and development.	

4) **ARTICLE VIII, Nondiscrimination**, of the Agreement is amended in its entirety to read as follows:

**ARTICLE VIII
Nondiscrimination:**

A. County may require Subrecipient’s services on projects involving funding from various state and/or federal agencies, and as a consequence, Subrecipient shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Subrecipient and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, genetic information, military or veteran status, marital status, age, gender, gender identity, gender expression, sexual orientation, or sex; Subrecipient shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, section 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 11000 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, section 12990, set forth in Subchapter 5 of Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Subrecipient and its employees and representatives shall give written notice of their obligations under this clause as required by law.

- B. Where applicable, Subrecipient shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Subrecipient's signature executing this Agreement shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Section 12990 and Title 2, California Code of Regulations, Section 11102.
- D. Subrecipient shall comply with the executed Exhibit A to the Agreement, marked "Vendor Assurance of Compliance with County of El Dorado Health and Human Services Agency Nondiscrimination in State and Federally Assisted Programs," incorporated herein and made by reference a part hereof.

5) **ARTICLE XXXVII, Special Terms and Conditions**, of the Agreement is amended in its entirety to read as follows:

ARTICLE XXXVII

Special Terms and Conditions:

Subrecipient, by signing this Agreement, becomes a sub recipient of funds via the California Department of Public Health (CDPH) Grant #19-10372, including any subsequent funding agreements. As such, Subrecipient agrees to adhere to all applicable terms and conditions of the Grant #19-10372, including any subsequent funding agreements, available at <http://www.edc.gov.us/HHSForContractors/>, including but not limited to those provisions contained herein below:

The use of headings or titles throughout this article is for convenience only and shall not be used to interpret or to govern the meaning of any specific term or condition.

The terms "contract", "Contractor" and "Subcontractor" shall also mean, "agreement", "grant", "grant agreement", "Grantee" and "Subgrantee" respectively.

The terms "California Department of Public Health" and "CDPH" shall have the same meaning and refer to the California State agency.

This article contains provisions that require strict adherence to various contracting laws and policies. Some provisions herein are conditional and only apply if specified conditions exist (i.e., agreement total exceeds a certain amount, agreement is federally funded, etc.). The provisions herein apply to this Agreement unless the provisions are removed by reference on the face of this Agreement, the provisions are superseded by an alternate provision appearing elsewhere in this Agreement, or the applicable conditions do not exist.

6) **ARTICLE XLI, Conflict of Interest**, of the Agreement is amended in its entirety to read as follows:

ARTICLE XLI

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and the Political Reform Act of 1974 (Section 87100 et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for Subrecipient and performing work for County and who are considered

to be a Consultant within the meaning of Title 2, California Code of Regulations, Section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County's Conflict of Interest Code. County's Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are Consultants within the meaning of the Political Reform Act and County's Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

Subrecipient covenants that during the term of this Agreement neither it, or any officer or employee of the Sub, has or shall acquire any interest, directly or indirectly, in any of the following:

- A. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
- B. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
- C. Any officer or employee of County that are involved in this Agreement.

If Subrecipient becomes aware of a conflict of interest related to this Agreement, Subrecipient shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this Agreement by giving written notice as detailed in the Article titled "Default, Termination and Cancellation."

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Subrecipient shall complete and sign the attached Exhibit C, marked "California Levine Act Statement," incorporated herein and made by reference a part hereof, regarding campaign contributions by Subrecipient, if any, to any officer of County.

Except as herein amended, all other parts and sections of that Agreement #6865 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: _____
Theresa Fagouri, CHES
Health Educator, Public Health
Health and Human Services Agency

Dated: _____

Requesting Department Head Concurrence:

By: _____

Olivia Byron-Cooper, MPH
Interim Director
Health and Human Services Agency

Dated: _____

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services #6865 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: _____

-- LOS RIOS COMMUNITY COLLEGE DISTRICT --

By: _____

Dated: _____

Dan McKechnie
Vice President, Administration
"Subrecipient"

**Los Rios Community College District
Folsom Lake College – El Dorado Center
Exhibit C
California Levine Act Statement**

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she receives any political contributions totaling more than two hundred and fifty dollars (\$250) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, and any elected official (collectively "Officer"). It is the Contractor's/Consultant's responsibility to confirm the appropriate "officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

_____ YES _____ NO

If yes, please identify the person(s) by name:

If no, please type N/A.

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution of more than \$250 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

_____ YES _____ NO

If yes, please identify the person(s) by name:

If no, please type N/A.

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

Date

Signature of authorized individual

Type or write name of company

Type or write name of authorized individual