

**SECOND AMENDMENT TO COUNTY OF MENDOCINO
STANDARD SERVICES AGREEMENT NO. PH-19-045**

This second Amendment to Agreement No. PH-19-045 is entered into this 24th day of March, 2020, by and between the COUNTY OF MENDOCINO, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and **Community Foundation of Mendocino County**, hereinafter referred to as "CONTRACTOR".

WHEREAS, Agreement No. PH-19-045 was entered into on December 3, 2019; and

WHEREAS, Amendment No. PH-19-045-A1 was entered into on Feb. 10th 2020; and

WHEREAS, upon execution of this document by the Chair of the Mendocino County Board of Supervisors and CONTRACTOR, this document will become part of the aforementioned contract and shall be incorporated therein; and

WHEREAS, it is the desire of CONTRACTOR and COUNTY to increase the amount set out in Amendment No. PH-19-045-A1, from \$25,000 to \$101,850; and

WHEREAS, it is the desire of CONTRACTOR and COUNTY to revise the Exhibit A, Definition of Services to reference the change in amount; and

WHEREAS, it is the desire of CONTRACTOR and COUNTY to revise the Exhibit B, Payment Terms to include additional payment for services identified in Exhibit A.

NOW, THEREFORE, we agree as follows:

1. The amount set out in Amendment No. PH-19-045-A1 will be increased from \$25,000 to \$101,850.
2. The Exhibit A, Definition of Services has been revised and a new Exhibit A is attached herein.
3. The Exhibit B, Payment Terms has been revised and a new Exhibit B is attached herein.

All other terms and conditions of Agreement No. PH-19-045 shall remain in full force and effect.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: Mary Alice Willeford
Mary Alice Willeford,
Acting HHS Assistant Director

Date: 2-11-2020

Budgeted: ☐ Yes ☒ No

Budget Unit: 4010

Line Item: 86-2189

Org/Object Code: PHEPI

Grant: ☐ Yes ☒ No

Grant No.:

COUNTY OF MENDOCINO

By: John Haschak
JOHN HASCHAK, Chair
BOARD OF SUPERVISORS

Date: MAR 25 2020

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: Emdsey Dine
Deputy
MAR 25 2020

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

CARMEL J. ANGELO, Clerk of said Board

By: Emdsey Dine
Deputy
MAR 25 2020

INSURANCE REVIEW:

By: Carmel J. Angelo
Risk Management

Date: 2/19/2020

CONTRACTOR/COMPANY NAME

By: Winston Bowen
Winston Bowen, Chair, Community
Foundation Board

Date: 2/25/2020

NAME AND ADDRESS OF CONTRACTOR:

Community Foundation of Mendocino County
204 South Oak Street
Ukiah, CA 95482
707-468-9882
megan@communityfound.org

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,
Acting County Counsel

By: Charlotte Scott
Deputy

Date: 2/19/2020

EXECUTIVE OFFICE/FISCAL REVIEW:

By: Darcie Amble
Deputy CEO

Date: 2/19/2020

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors

Exception to Bid Process Required/Completed ☒ 20-90

Mendocino County Business License: Valid ☐

Exempt Pursuant to MCC Section: _____

EXHIBIT A

DEFINITION OF SERVICES

I. Background:

On April 1, 2020 the decennial United States Census will occur. Everyone in the U.S. is supposed to be counted. In order to ensure as many people as possible are counted, including those groups who have historically been under-counted, the State of California has made funding available to California counties for this purpose. Funding is optional, based on population size, and if counties opt in they are required to form Complete Count Committees. Mendocino County (COUNTY) opted in by passing a Board of Supervisor's resolution in January, 2019, and received Seventy-Five Thousand Dollars (\$75,000) to assist with census activities. A Mendocino County Complete Count Committee has been formed in partnership with the Community Foundation of Mendocino County (CONTRACTOR), and activities to promote the census are in progress.

II. Relative to the 2020 decennial United States Census, CONTRACTOR shall:

- A. Provide oversight of the Mendocino County 2020 Census Project.
- B. Ensure activities approved in the Scope of Work in the California State Grant are met and reports are submitted in a timely manner according to grant deliverables.
- C. Act as liaison to the 2020 Census Partnership Specialist for US Census Bureau.
- D. Provide leadership and direction to the Mendocino County Complete County Committee.
- E. Coordinate with Mendocino County Health and Human Services Agency (HHSA) representative(s) to ensure activities are on track, oversight of budget, and resolution of any issues that may arise.
- F. Consult with Public Health staff who have information about the status of the current 2020 Census activities, to ensure continuity of the plan.
- G. Coordinate with the Complete Count Committee and other local nonprofits to ensure access in remote areas for Census website reporting.
- H. Meet with other Mendocino County Departments as needed and provide Department level presentations and other activities related to the project plan.

- I. Create a meeting schedule with regional teams and assist in outreach and promotion of the 2020 Census. Attend and provide direction and support to each of the teams according to needs and requests.
 - J. Continue oversight of Media Plan currently in place. Coordinate with State Media Plan to ensure wide spread outreach in Mendocino County. Work with HHSA staff to prepare Public Service Announcements in both English and Spanish. Supervise writing of articles for distribution throughout Mendocino County and dissemination of information via media outlets.
 - K. Be available to meet with County Departments, Cities, public agencies and community groups providing outreach and education about the importance of the 2020 Census in Mendocino County.
 - L. Document activities of 2020 Census Project to serve as a guide for future Census activities.
 - M. Obtain approval from HHSA for any subcontractors or employees CONTRACTOR utilizes to deliver services related to Census activities.
- III. COUNTY, acting as fiscal agent for 2020 Census funding, will provide CONTRACTOR with One Hundred and One Thousand Eight Hundred Fifty Dollars (\$101,850) in grant funds to pay for promotional materials and activities to increase response rates and participation in the 2020 Census in Mendocino County.
- A. Funding will include a 5% cost as incurred by CONTRACTOR for processing payments to vendors for materials or activities.
- IV. The Community Foundation of Mendocino County, in partnership with CONTRACTOR, will determine which materials and activities are needed and who shall provide them, including the following:
- A. Services and materials as deemed relevant and necessary by CONTRACTOR and Mendocino County Complete Count Committee and upon approval by Mendocino County.
 - B. Reimbursement for mileage incurred by members of the Mendocino County Complete Count Committee while traveling to promote the census.
 - C. Other materials or activities as deemed practical to achieving the goals of the Mendocino County Complete Count Committee upon approval of Mendocino County.

- V. The Mendocino County Complete Count Committee will submit invoices for materials or activities, including mileage claims, to the CONTRACTOR for payment. Proof of payment, and itemized materials and activities will be forwarded to COUNTY to document census activities.

[END OF DEFINITION OF SERVICES]

EXHIBIT B

PAYMENT TERMS

I. COUNTY will pay CONTRACTOR as per the following instructions:

Service	Amount
Project Coordination	\$60,000
Technology	\$15,000
Media <ul style="list-style-type: none">• Social Media Consultant: \$5,000• Media Buys: \$10,000	\$15,000
Office Supplies, including printing.	\$5,000
Travel	\$2,000
Subtotal:	\$97,000
Indirect Cost	\$4,850
Total:	\$101,850

- A. Upon receipt of itemized invoice, COUNTY will pay the CONTRACTOR up to One Hundred and One Thousand Eight Hundred Fifty Dollars (\$101,850) for services related to the 2020 decennial United States Census as outlined in Exhibit A, and any administrative costs associated with payments for and documentation of services.
- B. CONTRACTOR will invoice for services outlined in Exhibit A. Proof of payment, and itemized materials and activities will be forwarded to COUNTY to document census activities.
1. Invoices and supporting documents will be sent to:

COUNTY OF MENDOCINO
Public Health
1120 South Dora Street
Ukiah, CA 95482
Attn: Mary Alice Willeford

II. Payments under this agreement shall not exceed One Hundred One Thousand Eight Hundred Fifty Dollars (\$101,850) for the term of this agreement.

[END OF PAYMENT TERMS]