

**FIRST AMENDMENT
PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
HUMBOLDT STATE UNIVERSITY SPONSORED PROGRAMS FOUNDATION
FOR FISCAL YEARS 2018-2019 THROUGH 2020-2021**

This First Amendment to the Professional Services Agreement, dated June 25, 2019, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and Humboldt State University Sponsored Programs Foundation, on behalf of California Center for Rural Policy, hereinafter referred to as “CONTRACTOR,” is entered into this ____ day of _____, 2020.

WHEREAS, COUNTY received grant funds through the California Department of General Services for the purpose of increasing awareness and knowledge about the 2020 Census within Humboldt County as part of the California Complete Count Census 2020 outreach effort; and

WHEREAS, COUNTY, by and through its County Administrative Office – Management and Budget Team, desired to retain a qualified professional organization to assist COUNTY in meeting the goals, objectives and requirements of the California Complete Count Census 2020 outreach effort; and

WHEREAS, on June 25, 2019, COUNTY and CONTRACTOR entered into a Professional Services Agreement regarding the provision of public outreach designed to increase awareness and knowledge about the 2020 Census within Humboldt County; and

WHEREAS, the parties now desire to amend certain provisions of the Professional Services Agreement in order to increase the maximum amount payable thereunder, expand the scope of services set forth therein and update certain state requirements applicable to the provision of such services.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. Section 1 – Description of Services of the Professional Services Agreement is hereby amended to read as follows:

1. DESCRIPTION OF SERVICES:

CONTRACTOR agrees to provide public outreach services designed to increase awareness and knowledge about the 2020 Census within Humboldt County in accordance with the programmatic, fiscal and scheduling requirements set forth in Exhibit A – Amended State Standard Agreement No. CCC-18-20008, which is attached hereto and incorporated herein by reference. In providing such services, CONTRACTOR agrees to fully cooperate with the Humboldt County Administrative Officer, or a designee thereof, hereinafter referred to as “County Administrative Officer.”

2. Section 4 – Compensation of the Professional Services Agreement is hereby amended to read as follows:

4. COMPENSATION:

A. Maximum Amount Payable. The maximum amount payable by COUNTY for the services rendered, and costs and expenses incurred, pursuant to the terms and

conditions of this Agreement is Two Hundred Four Thousand Seven Hundred Fifty Dollars (\$204,750.00). CONTRACTOR agrees to perform all services required by this Agreement for an amount not to exceed such maximum dollar amount. However, if local, state or federal funding or allowance rates are reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable hereunder or terminate this Agreement as provided herein.

- B. Schedule of Rates. The specific rates and costs applicable to this Agreement are set forth in Exhibit A – Amended State Standard Agreement No. CCC-18-20008.
- C. Additional Services. Any additional services not otherwise provided for herein shall not be provided by CONTRACTOR, or compensated by COUNTY, without written authorization by COUNTY. Any and all unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of CONTRACTOR. CONTRACTOR shall notify COUNTY, in writing, at least six (6) weeks prior to the date upon which CONTRACTOR estimates that the maximum payable amount will be reached.

3. Section 5 – Payment of the Professional Services Agreement is hereby amended to read as follows:

5. PAYMENT:

CONTRACTOR shall submit to COUNTY invoices itemizing all services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement in accordance with the fiscal criteria and payment schedule set forth in Exhibit A – Amended State Standard Agreement No. CCC-18-20008. Invoices shall be in a format approved by the County Administrative Officer and the Humboldt County Auditor-Controller. Payment for the services rendered, and costs and expenses incurred pursuant to the terms and conditions of this Agreement shall be made by COUNTY within thirty (30) days following the receipt of grant funds from the State of California. Any and all invoices submitted pursuant to the terms and conditions of this Agreement shall be sent to COUNTY at the following address:

COUNTY: Humboldt County Administrative Office – Management and Budget Team
Attention: Elishia Hayes, Deputy County Administrative Officer
825 Fifth Street, Room 112
Eureka, California 95501

4. Section 7 – Reports of the Professional Services Agreement is hereby amended to read as follows:

7. REPORTS:

CONTRACTOR agrees to provide, in accordance with the reporting requirements set forth in Exhibit A – Amended State Standard Agreement No. CCC-18-20008, any and all reports that may be required by local, state and/or federal agencies for compliance with this Agreement. Reports shall be submitted in accordance with the reporting schedule set forth in Exhibit A – Amended State Standard Agreement No. CCC-18-20008 using the format required by the State of California as appropriate.

5. The List of Exhibits included in the Professional Services Agreement is hereby amended to read as follows:

LIST OF EXHIBITS:

Exhibit A – Amended State Standard Agreement No. CCC-18-20008

- 6. The Professional Services Agreement is hereby amended to delete Exhibit A – State Standard Agreement No. CCC-18-20008 (“Exhibit A”) and replace it in its entirety with the modified version of Exhibit A that is attached hereto and incorporated herein by reference. The modified version of Exhibit A attached hereto shall supersede any and all prior versions thereof as of the effective date of this First Amendment.
- 7. Except as modified herein, the Professional Services Agreement dated June 25, 2019, shall remain in full force and effect. In the event of a conflict between the provisions of this First Amendment and the original Professional Services Agreement, the provisions of this First Amendment shall govern.

IN WITNESS WHEREOF, the parties have entered into this First Amendment as of the first date written above.

HUMBOLDT STATE UNIVERSITY SPONSORED PROGRAMS FOUNDATION:

By: _____

Date: _____

Name: _____

Title: _____

COUNTY OF HUMBOLDT:

By: _____

Date: _____

Amy S. Nilsen, County Administrative Officer
*(Pursuant to the authority granted by the Humboldt
County Board of Supervisors on June 25, 2019 [Item
C-14])*

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____

Date: _____

Risk Management

LIST OF EXHIBITS:

Exhibit A – Amended State Standard Agreement No. CCC-18-20008

EXHIBIT A
AMENDED STATE STANDARD AGREEMENT NO. CCC-18-20008
Humboldt State University Sponsored Programs Foundation
For Fiscal Years 2018-2019 through 2020-2021