

THE NUTRITION EDUCATION AND OBESITY PROGRAM

Awarded By

THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter “Department”

TO

County of Fresno, hereinafter “Grantee”

**Implementing the project, “ Supplemental Nutrition Assistance Program – Education,” hereinafter
“Project”**

AMENDED GRANT AGREEMENT NUMBER 16-10139, A 1

The Department amends this Grant and the Grantee accepts and agrees to use the Grant funds as follows:

AUTHORITY: The Department has authority to grant funds for the Project under Health and Safety Code, Section 131085.

PURPOSE FOR AMENDMENT: The purpose of the Grant amendment is to:

Increase the budget and to continue providing SNAP-Ed allowable nutrition education and obesity prevention activities for low-income California.

Amendments are shown as: Text additions are displayed in **bold and underline**. Text deletions are displayed as strike through text (i.e., ~~Strike~~).

AMENDED GRANT AMOUNT: **this amendment** is to increase the grant by \$196,054.00 and is amended to read: \$6,195,097.00 (Six Million One Hundred Ninety-Five Thousand Ninety-Seven Dollars).

Exhibit B BUDGET DETAIL AND PAYMENT PROVISIONS

PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant will be:

Department: California Department of Public Health, Nutrition Education and Obesity Prevention Branch	Grantee: County of Fresno
Beth Sloane, Project Officer	Brian Pacheco, Chairman, Board of Supervisors
Address: 1616 Capitol Avenue Sacramento, CA 95814	Address: 1221 Fulton Mall, DPH Admin, 6th Floor Contracts Section, Fresno, CA 93721
Phone: 916-445-8116	Phone: 559-600-1000
Fax: Not Applicable	Fax: Not Applicable
E-mail: beth.sloane@cdph.ca.gov	E-mail: kburrows@co.fresno.ca.us

Direct all inquiries to:

Department: California Department of Public Health, Nutrition Education and Obesity Prevention Branch	Grantee: County of Fresno
Attention: Kimmy Casjens, Grant Manager	Attention: Rosemarie Amaral
Address: 1616 Capitol Avenue Sacramento, CA 95814	Address: 1221 Fulton Mall, DPH Admin, 6th Floor Contracts Section, Fresno, CA 93721
Phone: 916-449-5456	Phone: 559-600-6445
Fax: Not Applicable	Fax: Not Applicable
E-mail: kimmy.casjens@cdph.ca.gov	E-mail: ramaral@co.fresno.ca.us

Either party may change its Project Representative upon written notice to the other party.

All other terms and conditions of this Grant shall remain the same.

IN WITNESS THEREOF, the parties have executed this Grant on the dates set forth below.

Executed By:

Date: 6/20/2017

Brian Pacheco
Brian Pacheco, Chairman, Board of
Supervisors
County of Fresno
1221 Fulton Mall, DPH Admin, 6th Floor
Contracts Section, Fresno, CA 93721

Date: 8/9/17

Angela Salas
Angela Salas, Chief
Contracts and Purchasing Services Section
California Department of Public Health
1616 Capitol Avenue, Sacramento, CA 95814

ATTEST:

BERNICE E. SEIDEL, Clerk
Board of Supervisors

By Bernice E. Seidel
Deputy

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

- A. Upon completion of project activities as provided in Exhibit A Grant Application, and upon receipt and approval of the invoices, the State agrees to reimburse the Grantee for activities performed and expenditures incurred in accordance with the costs specified herein.
- B. Invoices shall include the Grant Number and shall be submitted in triplicate not more frequently than quarterly in arrears to:

Kimmy Casjens, Grant Manager
California Department of Public Health
Nutrition Education and Obesity Prevention Branch
1616 Capitol Avenue, MS 7204
Sacramento, CA 95814

- C. Invoices shall:

- 1) Be prepared on Grantee letterhead. If invoices are not on produced letterhead invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent activities performed and are in accordance with Exhibit A Grant Application under this Grant.
- 2) Bear the Grantee's name as shown on the Grant.
- 3) Identify the billing and/or performance period covered by the invoice.
- 4) Itemize costs for the billing period in the same or greater level of detail as indicated in this Grant. Subject to the terms of this Grant, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable and approved by CDPH.

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to fulfill any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Grantee to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

Exhibit B
Budget Detail and Payment Provisions

4. Amounts Payable

A. The amounts payable under this Grant shall not exceed:

- 1) \$1,999,681 for the budget period of 10/1/16 through 9/30/17.
- 2) ~~\$1,999,681~~ **\$2,097,708** for the budget period of 10/1/17 through 9/30/18.
- 3) ~~\$1,999,681~~ **\$2,097,708** for the budget period of 10/1/18 through 9/30/19.

B. Payment allocations shall be made for allowable expenses up to the amount annually encumbered commensurate with the state fiscal year in which services are fulfilled and/or goods are received.

5. Timely Submission of Final Invoice

A. A final undisputed invoice shall be submitted for payment no more than sixty (60) calendar days following the expiration or termination date of this Grant, unless a later or alternate deadline is agreed to in writing by the program grant manager. Said invoice should be clearly marked "Final Invoice", indicating that all payment obligations of the State under this Grant have ceased and that no further payments are due or outstanding.

B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Grantee fails to obtain prior written State approval of an alternate final invoice submission deadline.

6. Travel and Per Diem Reimbursement


Any reimbursement for necessary travel and per diem shall be at the rates currently in effect as established by the California Department of Human Resources (CalHR).

AGREEMENT BETWEEN THE COUNTY OF FRESNO AND THE STATE OF CALIFORNIA

No.: CA Dept. of Public Health
Nutrition Education and Obesity Prevention
Grant # 16-10139, A-1 (A-16-589-1)

Term: Oct. 1, 2016 – Sept.30, 2019


APPROVED AS TO LEGAL FORM:
DANIEL C. CEDERBORG,
COUNTY COUNSEL

By 

APPROVED AS TO ACCOUNTING FORM:
OSCAR J. GARCIA, C.P.A., AUDITOR-CONTROLLER/
TREASURER -TAX COLLECTOR

By 

REVIEWED AND RECOMMENDED FOR APPROVAL:

By 
David Pomaville
Director
Department of Public Health

Fund/Subclass: 0001/10000
Organization #: 56201662
Revenue: 4380

ks