

FIRST AMENDMENT TO AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND
MEXICAN AMERICAN OPPORTUNITY FOUNDATION
FOR THE PROVISION OF EARLY CHILDHOOD EDUCATION SERVICES FOR THE
CHILDREN AT THE TUSTIN FAMILY CAMPUS EARLY CHILDHOOD DEVELOPMENT
CENTER

THIS FIRST AMENDMENT, made and entered into upon execution of all necessary signatures, is to that certain AGREEMENT Number CJC1019 between the parties hereto, hereinafter referred to as the “Agreement” and is by and between the COUNTY OF ORANGE, hereinafter referred to as “COUNTY,” and Mexican American Opportunity Foundation, a California non-profit corporation, hereinafter referred to as “CONTRACTOR.” This Amendment shall be administered by the County of Orange Social Services Agency, hereinafter referred to as “ADMINISTRATOR.”

W I T N E S S E T H

WHEREAS, on July 1, 2020 COUNTY and CONTRACTOR entered into an Agreement for the provision of Early Childhood Education Services in the Early Childhood Development Center at the Tustin Family Campus (TFC), for the term of July 1, 2020, through June 30, 2021;

WHEREAS, COUNTY desires to renew the Agreement for an additional twelve (12) months from July 1, 2021, through June 30, 2022;

WHEREAS, COUNTY desires to amend Paragraph 1 and Subparagraphs 9.1, 21.1, 21.2, and 21.3.4.1 of the Agreement;

WHEREAS, COUNTY desires to amend Subparagraph 11.2.3 and Paragraph 17 of Exhibit A of the Agreement; and

WHEREAS, CONTRACTOR agrees to such amendments and to continue to provide such services under the terms and conditions set forth in this Agreement;

ACCORDINGLY, THE PARTIES AGREED AS FOLLOWS:

1. Paragraph 1 of the Agreement is hereby amended to read as follows:

“1. TERM

The term of this Agreement shall commence on July 1, 2020, and terminate on June 30, 2022, unless earlier terminated pursuant to the provisions of Paragraph 42 of this Agreement; however, CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term, including, but not limited to, obligations with respect to indemnification, audits, reporting and accounting.”

2. Subparagraph 9.1 of the Agreement is hereby amended to read as follows:

“9.1 During the entire term of this Agreement, CONTRACTOR shall provide services at Tustin Family Campus, a facility wholly owned and operated by County of Orange. CONTRACTOR shall execute third Amendment to license agreement GA1213-215-3, with a term of July 1, 2020, to June 30, 2025, with ADMINISTRATOR for facilities provided by ADMINISTRATOR and shall execute all terms and conditions of said agreement and amendments upon ADMINISTRATOR’s presentation of said document to CONTRACTOR. Failure to execute the amendment to the license agreement will result in a breach of this Agreement.”

3. Subparagraph 21.1 of the Agreement is hereby amended to read as follows:

"21.1. Maximum Contractual Obligation

The maximum obligation of COUNTY under this Agreement shall be \$1,076,111 or actual allowable costs, whichever is less.

At no time shall clients be charged or required to pay any amount for services provided to their child(ren) enrolled in the Early Childhood Development Center."

4. Subparagraph 21.2 of the Agreement is hereby amended to read as follows:

“21.2 Allowable Costs

During the term of this Agreement, COUNTY shall pay CONTRACTOR monthly in arrears, for actual allowable costs incurred and paid by CONTRACTOR pursuant to this Agreement, as defined in Title 2 CFR Part 200, or as approved by ADMINISTRATOR. However, COUNTY, in its sole discretion, may pay CONTRACTOR for anticipated allowable costs that will be incurred by CONTRACTOR for June 2022, during the month of such anticipated expenditure.”

5. Subparagraph 21.3.4.1 of the Agreement is hereby amended to read as follows:

“21.3.4.1 CONTRACTOR shall submit a final claim by no later than August 30, 2022. Claims received after August 30th may, at ADMINISTRATOR’s sole discretion, not be reimbursed. ADMINISTRATOR may modify the date upon which the final claim must be received, upon written notice to CONTRACTOR.”

6. Subparagraph 11.2.3 of Exhibit A of the Agreement is hereby amended to read as follows:

“11.2.3 Random sampling of program activities including a review of child and family files on an as-needed basis;”

7. Add the following budget for the period of July 1, 2021, through June 30, 2022, to Paragraph 17 of Exhibit A of the Agreement; update the Total Line Item Budget for the period of July 1, 2020, through June 30, 2022; and add footnote eight (8):

“Budget period for July 1, 2021, through June 30, 2022

<u>Salaries</u>	<u>FTE⁽¹⁾</u>	<u>Maximum Hourly Rate⁽²⁾</u>	<u>Annual Budget</u>
<u>DIRECT SERVICE</u>			
Site Supervisor	1.00	26.04	
Teacher	2.00	19.00	
Teacher Assistant	4.00	15.25	
Homemaker/Custodian	1.00	14.15	

Program Director	0.05	52.65
Substitute Teachers		
BENEFITS ⁽³⁾		\$ <u>132,386</u>
TOTAL DIRECT SERVICE AND BENEFITS		\$ 452,071
SERVICES AND SUPPLIES ^(4,8)		\$ 44,100
OPERATING EXPENSES ^(5,6,8)		\$ <u>17,550</u>
TOTAL SERVICES AND SUPPLIES, AND OPERATING EXPENSES		\$ 61,650
SUBTOTAL SALARIES AND BENEFITS, SERVICES AND SUPPLIES, AND OPERATING EXPENSES		\$513,721
INDIRECT COSTS ⁽⁷⁾		<u>\$ 41,098</u>
TOTAL LINE ITEM BUDGET FOR 7/1/21 – 6/30/22		\$554,819
TOTAL LINE ITEM BUDGET FOR YEARS 7/1/20 – 6/30/22		\$1,076,111

⁽⁸⁾ Services and Supplies cost includes independent audit service, payroll service, pre-employment exams, dues, postage, office expense, program expense, telephone, mileage, food, janitorial supplies, and kitchen equipment. Operating Expenses includes Equipment lease/rental, insurance, travel & conference/staff training, Internet & network service, and bank service charge.

8. The parties agree that separate copies of this Amendment may be signed by each of the parties, and this Amendment will have the same force and effect as if the original had been signed by all parties.
9. All other terms and conditions of the Agreement shall remain the same and in full force and in effect.

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WHEREFORE, the parties hereto have executed this First Amendment to Agreement dated July 1, 2020, in the County of Orange, California.

By: Martin Castro By: _____
MARTIN CASTRO CHAIRWOMAN ~~MAN~~
PRESIDENT AND CHIEF EXECUTIVE OFFICER OF THE BOARD OF SUPERVISORS
MEXICAN AMERICAN OPPORTUNITY COUNTY OF ORANGE, CALIFORNIA
FOUNDATION

Dated: 12/22/2020 Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS
AGREEMENT HAS BEEN DELIVERED TO THE CHAIR
OF THE BOARD PER G.C. SEC. 25103, RESO 79-1535
ATTEST:

ROBIN STIELER
Clerk of the Board
Orange County, California

APPROVED AS TO FORM
COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA

By: Carolyn S. Frost
DEPUTY

Dated: 01/05/21