



~~FOURTH-FIFTH~~ AMENDMENT
TO CONTRACT 19-28-0025-HRC
BETWEEN THE
COUNTY OF ORANGE
AND
ORANGE COUNTY HUMAN RELATIONS COUNCIL
FOR
SUPPORT OF
ORANGE COUNTY HUMAN RELATIONS COMMISSION
PROGRAMS & SERVICES

This Amendment to the Contract, hereinafter referred to as "~~Fourth-Fifth~~ Amendment," is made and entered into or upon execution of all necessary signatures between the County of Orange, a political subdivision of the State of California, hereinafter referred to as "County" and the Orange County Human Relations Council, a California non-profit corporation, with a place of business at 1801 E. Edinger Ave., Suite 115, Santa Ana, CA 92705, D-U-N-S No. 039841668, hereinafter referred to as "Contractor," with County and Contractor sometimes referred to as "Party", or collectively referred to as "Parties".

RECITALS:

WHEREAS, County and Contractor entered into a Contract, hereinafter referred to as "Original Contract," for Orange County Human Relations Commission Programs & Services, commencing on July 1, 2019 and expiring on June 30, 2020 in the amount of \$252,000; and

WHEREAS, on September 4, 2019, the County executed the First Amendment to the Original Contract to update the Contractor's address and replaced Attachment B, Budget & Staffing Plan, with Attachment B-1; and

WHEREAS, on June 22, 2020, the Parties executed the Second Amendment to extend the Contract for three (3) months for the period of July 1, 2020, through September 30, 2020, with a monetary increase of \$63,000 during the extension period; and replaced Attachment A, Scope of Services, with A-1; and replaced Attachment B-1, Budget and Staffing Plan, with B-2; and

WHEREAS, on September 14, 2020, the Parties executed the Third Amendment to extend the Contract for three (3) months through December 31, 2020, with a monetary

increase of \$63,000 during the extension period; and replaced Attachment A-1, Scope of Services, with A-2; and replaced Attachment B-2, Budget and Staffing Plan, with B-3; and

WHEREAS, on December 14, 2020, the Parties executed the Fourth Amendment the Parties now desire to to extend the Contract for three (3) months through March 31, 2021, with a monetary increase of \$63,000 during the extension period; and replaced Attachment B-3, Budget and Staffing Plan, with B-4; and

WHEREAS, the Parties now desire to extend the Contract for six (6) months through September 30, 2021, with a monetary increase of \$126,000 during the extension period for a cumulative total amount of \$567,000; and replace Attachment A-2, Scope of Services, with A-3; and replace Attachment B-4, Budget and Staffing Plan, with B-5; and

NOW, THEREFORE, in consideration of the mutual obligations set forth herein, both Parties mutually agree to amend as follows:

1. The Contract Term, set forth in paragraph 3 of this Contract, is hereby extended for the period of ~~July 1, 2020~~April 1, 2021 through ~~March 31~~September 30, 2021, unless otherwise terminated by the County under the terms of the Contract.

2. The Contract shall be amended to increase the monetary limit during the extension period by \$126,000 for a cumulative total amount of \$557,000.

3. Article DD (Ownership of Documents) is hereby added to the Contract as follows:

“The County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder by Contractor including but not limited to the Annual Hate Crimes report prepared for the Orange County Human Relations Commission shall become and remain the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Contractor without the express written consent of the County.”

4.

4. Attachment A-2, Scope of Services shall be replaced with Attachment A-3.

2-5. Attachment B-3, Budget and Staffing Plan shall be replaced with Attachment B-4.

Except as otherwise expressly set forth herein, all terms and conditions contained in the Original Contract, including any amendments/modifications, are hereby incorporated herein by this reference as if fully set forth herein and shall remain in full force and effect.

~~THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK~~

IN WITNESS WHEREOF, the Parties hereto have executed this ~~Fourth~~Fifth Amendment on the dates below their respective signatures:

***Orange County Human Relations Council**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

*For Contractors that are corporations, signature requirements are as follows: 1) One signature by the Chairman of the Board, the President or any Vice President; and 2) One signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or an Assistant Treasurer.

For Contractors that are not corporations, the person who has authority to bind the contractor to a contract, must sign on one of the lines above.

COUNTY OF ORANGE
A Political Subdivision of the State of California

By: _____
Dylan Wright, Director
OC Community Resources

Dated: _____

APPROVED AS TO FORM
COUNTY COUNSEL

By: _____
DEPUTY COUNTY COUNSEL

Dated: _____

SCOPE OF SERVICES

The mission of Orange County Human Relations Council (Contractor) is to develop and implement proactive human relations programs in partnership with schools, corporations, cities, foundations and individuals. As such, Contractor shall provide an Executive Director and appropriate staff to support the Orange County Human Relations Commission in the execution of its mission as set forth in the Orange County Board of Supervisors' directed resolutions.

1. Program Requirements

A. Contractor shall provide support staff for programs and services of the Orange County Human Relations Commission which may include, but not be limited to the following:

- 1.1. Provide information and staff support to the monthly Orange County Human Relations Commission meetings.
- 1.2. Research on relevant human relations issues such as: elimination of prejudice, intolerance, and discrimination, as well as observance of protocols for consultation with the county, cities, and community groups.
- 1.3. Relationship building with diverse communities, including facilitation of interactions with diverse communities to understand and address concerns, and programs, such as: Living Room Dialogues; Community Forums; Listening Sessions; and Intergroup and Interfaith Initiatives.
- 1.4. Follow-up on Orange County Humans Relations Commission decisions, as directed by the Orange County Human Relations Commission.
- 1.5. Promoting police-community relations through police complaint handling and police-community reconciliation in face-to-face facilitated sessions; hate crime documentation; victim support, and collaboration; police-diverse community dialogues and training; facilitation of diverse community relations following such incidents as local area riots; and consulting on contentious human relations issues such as addressing the aftermath of high profile cases.
- 1.6. Coordination of Commissioner engagement in identified human relations initiatives, public events and advisory opportunities.
- 1.7. Resolving conflict with special skills in intergroup and multi-lingual mediation.
- 1.8. Teaching intergroup respect, collaboration, conflict resolution, and reconciliation to youth and adults.
- 1.9. Promoting the full participation of all people in the decision-making processes of the institutions which affect their lives.
- 1.10. Collaborate with the Orange County Human Relations Commission to select award recipients at Contractor's annual awards program with the

purpose of building understanding among diverse communities and celebrating outstanding individuals, model community policing programs, successful school intergroup relations efforts, and exceptional business diversity programs.

1.11. Collaborate in innovative programs including, but not limited to:

#HateFreeOC, a public awareness and education multi-media campaign launched by the Orange County Human Relations Commission to proactively build awareness, understanding, and appreciation between Orange County's diverse residents. This campaign will be a collaboration with the Orange County Human Relations Commission as well as local schools, community organizations, government entities, Orange County Human Relations Council (Contractor), and businesses to promote better relations among Orange County's diverse communities.

B. Contractor shall provide all staffing, services and materials to prepare the Annual Hate Crimes Report for Orange County Human Relations Commission and will collaborate with Orange County Human Relations Commission and County staff during the preparation, editing, and finalization of the Annual Hate Crimes Report. The County shall own the Annual Hate Crimes Report and have the sole and absolute right to edit its contents and control whether it is released or reproduced in any form. The Annual Hate Crimes Report shall not be finalized, released, or reproduced without the written approval of the County.

C. Contractor shall provide all staffing, services and materials to prepare the quarterly reports on the Orange County Human Relations Commission's events, activities, and positions taken, or any other similar report that may be required under the Commission's Bylaws, as they currently exist or may be amended in the future (collectively, "Quarterly Report(s)"). Contractor will collaborate with the Orange County Human Relations Commission and County staff during the preparation, editing, and finalization of each Quarterly Report. The County shall own each Quarterly Report and have the sole and absolute right to edit the Quarterly Report's content and control whether a Quarterly Report is released or reproduced in any form. The Quarterly Reports shall not be finalized, released, or reproduced without the written approval of the County.

2. **Quarterly Activity Matrix July 1, 2019 through June 30, 2020:**

Proposed Activity	1st Quarter Planned	2nd Quarter Planned	3rd Quarter Planned	4th Quarter Planned	Total
A. Monthly Orange County Human Relations Commission meetings	3	3	3	3	12

B. Orange County Human Relations Council Annual Report	0	1	0	0	1
C. Police-Community Reconciliation cases	5	5	5	5	20
D. Community-Police Meetings	1	1	1	1	4
E. Anaheim Chief's Advisory Board & Sheriff's Interfaith Council	2	2	2	2	8
F. Community Outreach & Relationship Building meetings	10	10	10	10	40
G. Police/Diverse Community Dialogues	0	1	0	1	2
H. Hate Crime Report & Network Meeting	0	0	1	0	1
I. Support to hate crime victims	2	2	2	2	8
J. Outreach efforts (speeches, presentations, etc.)	2	2	2	2	10
K. Community training on intergroup relations topics	1	1	1	1	4
L. Annual Awards program	0	0	0	1	1
M. Participate in community-based/outreach symposiums	0	1	1	0	2

July 1, 2020 through September 30, 2020:

Proposed Activity	7/1/2020 – 9/30/2020
N. Monthly Orange County Human Relations Commission meetings	3
O. Police-Community Reconciliation cases	5
P. Community-Police Meetings	1
Q. Anaheim Chief's Advisory Board & Sheriff's Interfaith Council	2
R. Community Outreach & Relationship Building meetings	10
S. Police/Diverse Community Dialogues	1
T. Hate Crime Tracking & Network Meeting	1
U. Support to hate crime victims	2
V. Outreach efforts (speeches, presentations, etc.)	2
W. Community training on intergroup relations topics	1
X. Participate in community-based/outreach symposiums	1

October 1, 2020 through December 31, 2020:

Proposed Activity	10/1/2020 – 12/31/2020
Y. Monthly Orange County Human Relations Commission meetings	3
Z. Police-Community Reconciliation cases	5
AA. Community-Police Meetings	1
BB. Anaheim Chief's Advisory Board & Sheriff's Interfaith Council	2
CC. Community Outreach & Relationship Building meetings	10
DD. Police/Diverse Community Dialogues	1
EE. Hate Crime Tracking & Network Meeting	1
FF. Support to hate crime victims	2
GG. Outreach efforts (speeches, presentations, etc.)	2
HH. Community training on intergroup relations topics	1
II. Participate in community-based/outreach symposiums	1

January 1, 2021 through September 30, 2021:

<u>Proposed Activity</u>	<u>1/1/2021 – 6/30/2021</u>
<u>JJ. Monthly Orange County Human Relations Commission meetings</u>	<u>9</u>
<u>KK. Police-Community Reconciliation cases</u>	<u>15</u>
<u>LL. Community-Police Meetings</u>	<u>3</u>
<u>MM. Anaheim Chief's Advisory Board & Sheriff's Interfaith Council</u>	<u>6</u>
<u>NN. Community Outreach & Relationship Building meetings</u>	<u>30</u>
<u>OO. Police/Diverse Community Dialogues</u>	<u>3</u>
<u>PP. Hate Crime Tracking & Network Meeting</u>	<u>3</u>
<u>QQ. Support to hate crime victims</u>	<u>6</u>
<u>RR. Outreach efforts (speeches, presentations, etc.)</u>	<u>6</u>
<u>SS. Community training on intergroup relations topics</u>	<u>3</u>
<u>TT. Participate in community-based/outreach symposiums</u>	<u>3</u>

<u>UU. Prepare Annual Hate Crime's Report for the Orange County Human Relations Commission as described in this Scope of Services, Section 1(B) above.</u>	<u>1</u>
<u>VV. Prepare Orange County Human Relations Commission's quarterly reports on events and activities as described in this Scope of Services, Section 1(C) above.</u>	<u>23</u>

3. Reporting Requirements

As requested and directed by the County, Contractor shall:

- 3.1 ~~Contractor shall P~~provide an annual financial audit of Contractor's services under this Contract to the Orange County Board of Supervisors and the public.
- 3.2 ~~Contractor shall P~~provide monthly updates about the actions of the Orange County Human Relations Commission to the Orange County Board of Supervisors and the public.
- 3.3 ~~Contractor shall P~~publish an annual report of activities and provide appropriate updates to the Orange County Board of Supervisors and public.

4. Budget

Funds shall be used for the following items:

- 4.1 Costs related to operations, salaries and benefits, services and supplies, expenses and costs associated with providing support staff services, in accordance with Attachment "B" – Budget and Staffing Plan.



**BUDGET AND STAFFING PLAN
ORANGE COUNTY HUMAN RELATIONS COUNCIL**

July 1, 2019 – June 30, 2020

Support of Orange County Human Relations Commission Program and Services

This total amount to be funded under this Contract shall not exceed \$252,000. Project descriptions shall be in Attachment A.

<u>CATEGORY</u>	<u>BUDGET</u>
Administrative Cost	
Salaries and Benefits	\$ 250,700
<i>Program Salaries and Benefits Subtotal:</i>	<i>\$ 250,700</i>
Program Cost	
Services and Supplies	\$ 1300
<i>Services and Supplies Subtotal:</i>	<i>\$ 1300</i>
GRAND TOTAL:	\$ 252,000
<u>STAFFING PLAN</u>	<u>FTE*</u>
Executive Director	1.00
Sr. Human Relations Specialist	1.00
Sr. Human Relations Specialist	1.00
Office Manager	0.10
Bookkeeper	0.10
GRAND TOTAL:	3.20

*1.00 FTE = Full-Time Equivalent

The Budget contained in Attachment B of this Agreement is high-level. Upon approval by the Orange County Board of Supervisors – but prior to submission of July 2019 invoices, a detailed budget must be submitted to the County of Orange office for approval. Budget templates will be provided by the County of Orange. Invoices shall be submitted based upon these detailed budgets.

Contractor may request to shift funds between budgeted line items for the purpose of meeting specific program needs by utilizing a Budget/Staffing Modification Request form provided by Contract Administrator. Contractor must include a justification narrative specifying the purpose of the request, the amount of said funds to be shifted, and the sustaining annual impact of the shift as may be applicable to the current Fiscal Year Budget and/or future Fiscal Year Budgets. Contractor shall obtain written approval of any Budget/Staffing Modification Request(s) from Contract Administrator prior to implementation by Contractor.

In support of the monthly invoice, Contractor shall submit monthly Expenditure Reports on a form acceptable to, or provided by, the Contract Administrator and will report actual costs.

July 1, 2020 – September 30, 2020
Support of Orange County Human Relations Commission Program and Services

This total amount to be funded under this Contract extension shall not exceed \$63,000. Project descriptions shall be in Attachment A-1.

<u>CATEGORY</u>	<u>BUDGET</u>
Administrative Cost	
Salaries and Benefits	\$62,700
<i>Program Salaries and Benefits Subtotal:</i>	\$62,700
Program Cost	
Services and Supplies	\$300
<i>Services and Supplies Subtotal:</i>	\$300
GRAND TOTAL:	\$63,000

<u>STAFFING PLAN</u>	<u>FTE*</u>
Executive Director	1.00
Sr. Human Relations Specialist	1.00
Sr. Human Relations Specialist	1.00
Office Manager	0.10
Bookkeeper	0.10
GRAND TOTAL:	3.20

*1.00 FTE = Full-Time Equivalent

The Budget contained in Attachment B-2 of this Contract is high-level. Prior to submission of the July 2020 invoice, a detailed budget must be submitted to OC Community Services for approval. Budget templates will be provided by the County. Invoices shall be submitted based upon submitted detailed budget.

Contractor may request to shift funds between budgeted line items for the purpose of meeting specific program needs by utilizing a Budget/Staffing Modification Request form provided by the Contract Administrator. Contractor must include a justification narrative specifying the purpose of the request, the amount of said funds to be shifted, and the sustaining annual impact of the shift as may be applicable to the current Fiscal Year Budget and/or future Fiscal Year Budgets. Contractor shall obtain written approval of any Budget/Staffing Modification Request(s) from Contract Administrator prior to implementation by Contractor.

In support of the monthly invoice, Contractor shall submit monthly Expenditure Reports on a form acceptable to, or provided by, the Contract Administrator and will report actual costs.

October 1, 2020 – December 31, 2020
Support of Orange County Human Relations Commission Program and Services

This total amount to be funded under this Contract extension shall not exceed \$63,000. Project descriptions shall be in Attachment A-2.

<u>CATEGORY</u>	<u>BUDGET</u>
Administrative Cost	
Salaries and Benefits	\$62,700
<i>Program Salaries and Benefits Subtotal:</i>	\$62,700
Program Cost	
Services and Supplies	\$ 300
<i>Services and Supplies Subtotal:</i>	\$ 300
GRAND TOTAL:	\$63,000

<u>STAFFING PLAN</u>	<u>FTE*</u>
Executive Director	1.00
Sr. Human Relations Specialist	1.00
Sr. Human Relations Specialist	1.00
Office Manager	0.10
Bookkeeper	0.10
GRAND TOTAL:	3.20

*1.00 FTE = Full-Time Equivalent

The Budget contained in Attachment B-3 of this Contract is high-level. Prior to submission of the July 2020 invoice, a detailed budget must be submitted to OC Community Services for approval. Budget templates will be provided by the County. Invoices shall be submitted based upon submitted detailed budget.

Contractor may request to shift funds between budgeted line items for the purpose of meeting specific program needs by utilizing a Budget/Staffing Modification Request form provided by the Contract Administrator. Contractor must include a justification narrative specifying the purpose of the request, the amount of said funds to be shifted, and the sustaining annual impact of the shift as may be applicable to the current Fiscal Year Budget and/or future Fiscal Year Budgets. Contractor shall obtain written approval of any Budget/Staffing Modification Request(s) from Contract Administrator prior to implementation by Contractor.

In support of the monthly invoice, Contractor shall submit monthly Expenditure Reports on a form acceptable to, or provided by, the Contract Administrator and will report actual costs.

January 1, 2021 – March 31, 2021
Support of Orange County Human Relations Commission Program and Services

This total amount to be funded under this Contract extension shall not exceed \$63,000. Project descriptions shall be in Attachment A-2.

<u>CATEGORY</u>	<u>BUDGET</u>
Administrative Cost	
Salaries and Benefits	\$63,000
<i>Program Salaries and Benefits Subtotal:</i>	\$63,000
Program Cost	
Services and Supplies	\$ 0
<i>Services and Supplies Subtotal:</i>	\$ 0
GRAND TOTAL:	\$63,000

<u>STAFFING PLAN</u>	<u>FTE*</u>
Executive Director	1.00
Sr. Human Relations Specialist	1.00
Sr. Human Relations Specialist	1.00
Office Manager	0.10
Bookkeeper	0.10
GRAND TOTAL:	3.20

*1.00 FTE = Full-Time Equivalent

The Budget contained in Attachment B-4 of this Contract is high-level. Prior to submission of the January 2021 invoice, a detailed budget must be submitted to OC Community Services for approval. Budget templates will be provided by the County. Invoices shall be submitted based upon submitted detailed budget.

Contractor may request to shift funds between budgeted line items for the purpose of meeting specific program needs by utilizing a Budget/Staffing Modification Request form provided by the Contract Administrator. Contractor must include a justification narrative specifying the purpose of the request, the amount of said funds to be shifted, and the sustaining annual impact of the shift as may be applicable to the current Fiscal Year Budget and/or future Fiscal Year Budgets. Contractor shall obtain written approval of any Budget/Staffing Modification Request(s) from Contract Administrator prior to implementation by Contractor.

In support of the monthly invoice, Contractor shall submit monthly Expenditure Reports on a form acceptable to, or provided by, the Contract Administrator and will report actual costs.

April 1, 2021 – September 30, 2021**45****Support of Orange County Human Relations Commission Program and Services**

This total amount to be funded under this Contract extension shall not exceed \$126,000. Project descriptions shall be in Attachment A-23.

CATEGORY	BUDGET
Administrative Cost	
Salaries and Benefits	\$126,000
<i>Program Salaries and Benefits Subtotal:</i>	<i>\$126,000</i>
Program Cost	
Services and Supplies	\$ 0
<i>Services and Supplies Subtotal:</i>	<i>\$ 0</i>
GRAND TOTAL:	\$126,000
STAFFING PLAN	FTE*
Executive Director	1.00
Sr. Human Relations Specialist	1.00
Sr. Human Relations Specialist	1.00
Office Manager	0.10
Bookkeeper	0.10
GRAND TOTAL:	3.20

*1.00 FTE = Full-Time Equivalent

The Budget contained in Attachment B-5 of this Contract is high-level. Prior to submission of the January 2021 invoice, a detailed budget must be submitted to OC Community Services for approval. Budget templates will be provided by the County. Invoices shall be submitted based upon submitted detailed budget.

Contractor may request to shift funds between budgeted line items for the purpose of meeting specific program needs by utilizing a Budget/Staffing Modification Request form provided by the Contract Administrator. Contractor must include a justification narrative specifying the purpose of the request, the amount of said funds to be shifted, and the sustaining annual impact of the shift as may be applicable to the current Fiscal Year Budget and/or future Fiscal Year Budgets. Contractor shall obtain written approval of any Budget/Staffing Modification Request(s) from Contract Administrator prior to implementation by Contractor.

In support of the monthly invoice, Contractor shall submit monthly Expenditure Reports on a form acceptable to, or provided by, the Contract Administrator and will report actual costs.