



**SECOND AMENDMENT TO
CONTRACT NO. 17-28-0024 DV**

BETWEEN

COUNTY OF ORANGE

AND

WOMEN'S TRANSITIONAL LIVING CENTER, INC.

FOR

DOMESTIC VIOLENCE SHELTER BASED PROGRAM SERVICES

This Amendment to Contract No. 17-28-0024 DV, hereinafter referred to as "Second Amendment" is made and entered into 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 Women's Transitional Living Center, Inc., a California non-profit organization, with a place of business at 201 E. Amerige Ave., Fullerton, CA 92832, hereinafter referred to as "SUBRECIPIENT," with COUNTY and SUBRECIPIENT sometimes referred to as "PARTY", or collectively as "PARTIES."

RECITALS

WHEREAS, the PARTIES executed Contract No. 17-28-0024 DV, (hereinafter referred to as "CONTRACT"), for Domestic Violence Shelter Based Programs Act Services, effective October 1, 2017 through June 30, 2020, in the amount of \$625,967; and

WHEREAS, the PARTIES executed First Amendment to the CONTRACT to increase the funding by \$268,462, for a new maximum obligation of \$894,429, and to replace Attachment B – Payment Compensation with Attachment B-1, Attachment C - Budget Schedule with Attachment C-1, Attachment D – Staffing Plan with Attachment D-1, and Attachment E - Performance Standards with Attachment E-1; and

WHEREAS, COUNTY desires to enter into this Second Amendment to the CONTRACT to increase the contract amount by \$100,000, for a new maximum obligation of \$994,429, and to modify Paragraph 21 – Notices For COUNTY, and to replace Attachment B – Payment Compensation with Attachment B-1 and Attachment C - Budget Schedule with Attachment C-1; and

WHEREAS, SUBRECIPIENT is performing satisfactory as required by the CONTRACT in order to satisfy this Amendment; and

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

1. The CONTRACT's contract amount is increased by \$100,000 for a new maximum obligation of \$994,429.
2. Modify Paragraph 21. Notices For COUNTY:

FROM:

For COUNTY:

OC Community Resources
 Community Investment Division
 PROGRAM MANAGER
 1300 S. Grand Ave. Bldg. B, 3rd Floor
 Santa Ana, CA 92705-4407
Attn: Amy Hernandez

OC Community Resources
 Contract Development and Management
 CONTRACT ADMINISTRATOR
1501 East St. Andrew, 1st Floor
Santa Ana, CA 92705-4930
 Attn: Elsa Rivera

TO:

For COUNTY:

OC Community Resources
 Community Investment Division
 PROGRAM MANAGER
 1300 S. Grand Ave. Bldg. B, 3rd Floor
 Santa Ana, CA 92705-4407
Attn: Jenna Sergio

OC Community Resources
 Contract Development and Management
 CONTRACT ADMINISTRATOR
601 N. Ross, 6th Floor
Santa Ana, CA 92701
 Attn: Elsa Rivera

3. Attachment B-1 – Payment Compensation is deleted in its entirety and replaced with Attachment B-2 – Payment Compensation.
4. Attachment C-1 – Budget Schedule is deleted in its entirety and replaced with Attachment C-2 – Budget Schedule.

Except as otherwise expressly set forth herein, all terms and conditions contained in the 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.

IN WITNESS WHEREOF, the PARTIES hereto have executed this Second Amendment on the dates with their respective signatures:

***Women's Transitional Living Center, Inc.**

DocuSigned by:
By: Mark Lee
8E1819DD3B66431...
Name: Mark Lee
Title: CEO
Dated: 3/9/2020

By: _____
Name: _____
Title: _____
Dated: _____

*For SUBRECIPIENTS 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 SUBRECIPIENTS that are not corporations, the person who has authority to bind the SUBRECIPIENT 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

DocuSigned by:
By: Brittany Mclean Brittany Mclean
971374161D9342D
DEPUTY COUNTY COUNSEL

Dated: 3/4/2020

PAYMENT/COMPENSATION

1. COMPENSATION:

This is a cost reimbursement CONTRACT between the COUNTY and the SUBRECIPIENT for up to: \$318,689 for year one (October 1, 2017 – June 30, 2018); \$318,370 for year two (July 1, 2018 – June 30, 2019); and, \$357,370 for year three (July 1, 2019 – June 30, 2020) as set forth in Attachment A Scope of Services attached hereto and incorporated herein by reference. The SUBRECIPIENT agrees to accept the specified compensation as set forth in this CONTRACT as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the SUBRECIPIENT of all its duties and obligations hereunder. The COUNTY shall have no obligation to pay any sum in excess of the total CONTRACT amount specified unless authorized by an amendment in accordance with paragraphs C and R of the COUNTY's General Terms and Conditions.

2. FIRM DISCOUNT AND PRICING STRUCTURE:

SUBRECIPIENT guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. SUBRECIPIENT agrees that no price increases shall be passed along to the COUNTY during the term of this CONTRACT not otherwise specified and provided for within this CONTRACT.

3. PAYMENT TERMS:

An invoice for the reimbursement of costs shall be submitted to the address specified below upon the completion of the services/activities and approval of the COUNTY Project Manager. SUBRECIPIENT shall reference CONTRACT number on invoice. Payment will be 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by OC Community Services and subject to routine processing requirements of the COUNTY. The responsibility for providing an acceptable invoice rests with the SUBRECIPIENT.

Billing shall cover services not previously invoiced. The SUBRECIPIENT shall reimburse the County of Orange for any monies paid to the SUBRECIPIENT for services not provided or when services do not meet the CONTRACT requirements.

Payments made by the COUNTY shall not preclude the right of the COUNTY from thereafter disputing any items or services involved or billed under this CONTRACT and shall not be construed as acceptance of any part of the services.

Shelter Based Program Invoice(s):

OC Community Resources
Attention: Accounts Payable
601 North Ross Street, 6th floor
Santa Ana, CA 92701

County Victims Service Invoice(s):

County of Orange, Budget Office
Attn: Kim Engelby
333 Santa Ana Blvd. 3rd Floor
Santa Ana, CA 92701

4. INVOICING INSTRUCTIONS:

The SUBRECIPIENT will provide an invoice on SUBRECIPIENT's letterhead for services rendered. Each invoice will have a number and will include the following information:

The Demand Letter/Invoice must include

1. SUBRECIPIENT's name and address
2. SUBRECIPIENT's remittance address (if different from 1 above)
3. Name of COUNTY Agency Department
4. COUNTY CONTRACT/MASTER AGREEMENT number
5. Service date(s) – Month of Service
6. Rate
7. Delivery Order (DO) / Subordinate Agreement Number
8. Deliverables / Service description (in accordance with Attachment A)
9. SUBRECIPIENT's Federal I. D. number
10. Total

BUDGET DETAIL

The following are anticipated uses of the amount awarded.

Any adjustments within the stated categories or over fiscal periods must be approved by the COUNTY in writing.

The amount awarded for Domestic Violence County Victim Services FY 2019-20 includes \$61,000 for the VOCA 16 Award which must be expended by December 31, 2019, and \$100,000 for the VOCA 19 Award for the period ending June 30, 2020.

PROVIDER NAME: WILC		*FY 17-18	FY 18-19	FY 19-20	Total
SHELTER BASED PROGRAM	Domestic Violence Shelter Based Program:				
	Basic Services / Bed Nights / Safety Net	\$ 149,227.00	\$ 196,370.00	\$ 196,370.00	\$ 541,967.00
					\$ -
	Program Subtotal	\$ 149,227.00	\$ 196,370.00	\$ 196,370.00	\$ 541,967.00
VICTIM SERVICES	Domestic Violence County Victims Services:				
	Legal Consultant	\$ 34,211.00	\$ 0.00	\$ 43,400.00	\$ 77,611.00
	Mental Health Consultant	\$ 14,034.00	\$ 20,675.00	\$ 20,500.00	\$ 55,209.00
	Legal Advocate	\$ 35,000.00	\$ 10,000.00	\$ 22,000.00	\$ 67,000.00
	Emergency Shelter Staffing	\$ 53,996.00	\$ 32,454.00	\$ 27,700.00	\$ 114,170.00
	Emergency Shelter & Vouchers	\$ 16,815.00	\$ 47,780.00	\$ 32,875.00	\$ 97,450.00
	10% Indirect	\$ 15,406.00	\$ 11,071.00	\$ 14,545.00	\$ 41,042.00
	Program Subtotal	\$ 169,462.00	\$ 121,980.00	\$ 161,020.00	\$ 452,462.00
Total Budget		\$ 318,689.00	\$ 318,350.00	\$ 357,390.00	\$ 994,429.00

*FY 17-18 (October 1, 2017 - June 30, 2018)