



**AMENDMENT NO. 1  
TO  
CONTRACT NO. MA-042-19010158  
FOR  
HOMELESS BRIDGE HOUSING SERVICES**

This Amendment ("Amendment No. 1") to Contract No. MA-042-19010158 for Homeless Bridge Housing Services is made and entered into on July 1, 2021 ("Effective Date") between Friendship Shelter, Inc. ("Contractor"), with a place of business at P.O. Box 4252, Laguna Beach, CA 92652, and the County of Orange, a political subdivision of the State of California ("County"), through its Health Care Agency, with a place of business at 405 W. 5th St., Ste. 600, Santa Ana, CA 92701. Contractor and County may sometimes be referred to individually as "Party" or collectively as "Parties".

**RECITALS**

WHEREAS, the Parties executed Contract No. MA-042-19010158 for Homeless Bridge Housing Services, effective July 1, 2018 through June 30, 2021, in an amount not to exceed \$936,474 ("Contract"); and

WHEREAS, the Parties now desire to enter into this Amendment No. 1 to amend Paragraph VI. And Exhibit A of the Contract and to renew the Contract for one year for County to continue receiving and Contractor to continue providing the services set forth in the Contract; and

NOW THEREFORE, Contractor and County agree to amend the Contract as follows:

1. The Contract is renewed for a period of one (1) year, effective July 1, 2021 through June 30, 2022, in an amount not to exceed \$277,878, for this renewal period, for a new cumulative total amount not to exceed of \$1,214,352; on the amended terms and conditions.
2. Referenced Contract Provisions, Term provision and Maximum Obligation provision, of the Contract are deleted in their entirety and replaced with the following:

**"Term:** July 1, 2018 through June 30, 2022

Period One means the period from July 1, 2018 through June 30, 2019

Period Two means the period from July 1, 2019 through June 30, 2020

Period Three means the period from July 1, 2020 through June 30, 2021

Period Four means the period from July 1, 2021 through June 30, 2022

**Maximum Obligation:**

Period One Maximum Obligation:                   \$    380,718

Period Two Maximum Obligation:	277,878
Period Three Maximum Obligation:	277,878
<u>Period Four Maximum Obligation:</u>	<u>277,878</u>
TOTAL MAXIMUM OBLIGATION:	\$ 1,214,352

3. Paragraph VI. Cost Report, subparagraph A. (but not including subparagraphs A.1, A.2 and A.3) of the Contract is deleted in its entirety and replaced with the following:

“A. CONTRACTOR shall submit separate individual and/or consolidated Cost Reports for Period One, Period Two, Period Three, and Period Four, or for a portion thereof, to COUNTY no later than sixty (60) calendar days following the period for which they are prepared or termination of this Agreement. CONTRACTOR shall prepare the individual and/or consolidated Cost Report in accordance with all applicable federal, state and COUNTY requirements, GAAP and the Special Provisions Paragraph of this Agreement. CONTRACTOR shall allocate direct and indirect costs to and between programs, cost centers, services, and funding sources in accordance with such requirements and consistent with prudent business practice, which costs and allocations shall be supported by source documentation maintained by CONTRACTOR, and available at any time to ADMINISTRATOR upon reasonable notice. In the event CONTRACTOR has multiple Agreements for mental health services that are administered by HCA, consolidation of the individual Cost Reports into a single consolidated Cost Report may be required, as stipulated by ADMINISTRATOR. CONTRACTOR shall submit a consolidated Cost Report to COUNTY no later than five (5) business days following approval by ADMINISTRATOR of all individual Cost Reports to be incorporated into a consolidated Cost Report.”

4. Exhibit A, II. Budget, Paragraph A of the Contract is deleted in its entirety and replaced with the following:

“A. COUNTY shall pay CONTRACTOR in accordance with the Payments Paragraph of this Exhibit A to the Agreement and the following budget, which is set forth for informational purposes only and may be adjusted by mutual agreement, in writing, by ADMINISTRATOR and CONTRACTOR.

	<u>PERIOD</u>	<u>PERIOD</u>	<u>PERIOD</u>	<u>PERIOD</u>	
	<u>ONE</u>	<u>TWO</u>	<u>THREE</u>	<u>FOUR</u>	<u>TOTAL</u>
PROGRAM					
COSTS					
Salaries	\$139,240	\$139,240	\$139,240	\$ 147,739	\$565,459

Benefits	31,704	31,704	31,704	33,758	128,870
Services & Supplies	106,934	106,934	106,934	96,381	417,183
Subcontractors	0	0	0	0	0
Start-up Costs	<u>102,840</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>102,840</u>
SUBTOTAL PROGRAM COSTS	\$380,718	\$277,878	\$277,878	\$277,878	\$1,214,352
TOTAL GROSS COSTS	\$380,718	\$277,878	\$277,878	\$277,878	\$1,214,352
REVENUE					
MHSA	<u>\$380,718</u>	<u>\$277,878</u>	<u>\$277,878</u>	<u>\$277,878</u>	<u>\$1,214,352</u>
TOTAL REVENUE	\$380,718	\$277,878	\$277,878	\$277,878	\$1,214,352
TOTAL MAXIMUM OBLIGATION	\$380,718	\$277,878	\$277,878	\$277,878	\$1,214,352”

5. Exhibit A, III. Payment, Paragraph A is deleted in its entirety and replaced with the following:

“A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of \$31,727 per month for Period One, and \$23,157 per month for Period Two, Period Three and Period Four. All payments are interim payments only, and subject to Final Settlement in accordance with the Cost Report Paragraph of the Agreement for which CONTRACTOR shall be reimbursed for the actual cost of providing the services hereunder; provided, however, the total of such payments do not exceed the Maximum Obligation as specified in the Referenced Contract Provisions of the Agreement, and provided further, CONTRACTOR’s costs are reimbursable pursuant to COUNTY, state, and federal regulations. ADMINISTRATOR may, at its discretion, pay supplemental invoices for any month for which the provisional amount specified above has not been fully paid.

1. In support of the monthly invoices, CONTRACTOR shall submit an Expenditure and Revenue Report as specified in the Reports Paragraph of this Exhibit A to the Agreement. ADMINISTRATOR shall use the Expenditure and Revenue Report to determine payment to

CONTRACTOR as specified in Subparagraphs A.2. and A.3., below.

2. If, at any time, CONTRACTOR’s Expenditure and Revenue Reports indicate that the provisional amount payments exceed the actual cost of providing services, ADMINISTRATOR may reduce COUNTY payments to CONTRACTOR by an amount not to exceed the difference between the year-to-date provisional amount payments to CONTRACTOR’s and the year-to-date actual cost incurred by CONTRACTOR.

3. If, at any time, CONTRACTOR’s Expenditure and Revenue Reports indicate that the provisional amount payments are less than the actual cost of providing services, ADMINISTRATOR may authorize an increase in the provisional amount payment to CONTRACTOR by an amount not to exceed the difference between the year-to-date provisional amount payments to CONTRACTOR and the year-to-date actual cost incurred by CONTRACTOR.”

6. Exhibit A, VI. Budget, Paragraph G is deleted in its entirety and replaced with the following:

“G. CONTRACTOR shall, at a minimum, provide the following staffing pattern expressed in Full-Time Equivalent (FTEs) continuously throughout the term of the Agreement. One (1) FTE shall be equal to an average of forty (40) hours work per week.

<b>PROGRAM .....</b>	<b>FTEs</b>
Executive Director .....	0.025
Director of Finance .....	0.025
Contracts Manager .....	0.025
Payroll and Accounting Administrator .....	0.025
HMIS Data Associate .....	0.025
HR Manager .....	0.025
Chief Operating Officer .....	0.025
Director of Program Development & Compliance ..	0.025
Director of Housing & Operations .....	0.025
Director of Services .....	0.050
Operations Manager .....	0.025
Bridge Housing Program Manager .....	0.300
Housing Coordinator/Navigator.....	1.000
Housing Locator .....	0.600
Addiction Counselor .....	0.150

Guest Advocate .....	1.250
SUBTOTAL PROGRAM .....	3.600
<b>TOTAL FTEs.....</b>	<b>3.600"</b>

This Amendment No. 1 modifies the Contract, only as expressly set forth herein. Wherever there is a conflict in the terms or conditions between this Amendment No. 1 and the Contract, the terms and conditions of this Amendment No. 1 prevail. In all other respects, the terms and conditions of the Contract, not specifically changed by this Amendment No. 1 remain in full force and effect.

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1. If Contractor is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, the President, or any Vice President; 2) the second signature must be that of the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or by-laws demonstrating the legal authority of the signature to bind the company.

**Contractor: Friendship Shelter, Inc.**

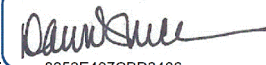
Dawn Price \_\_\_\_\_

Executive Director \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

DocuSigned by:



4/9/2021 \_\_\_\_\_

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Signature

Date

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

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**County of Orange**, a political subdivision of the State of California

Purchasing Agent/Designee Authorized Signature:

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

**APPROVED AS TO FORM**


Office of the County Counsel  
Orange County, California

Brittany McLean \_\_\_\_\_

Deputy County Counsel \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_



4/10/2021 \_\_\_\_\_

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Signature

Date