

FIRST AMENDMENT TO AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND
1736 FAMILY CRISIS CENTER
FOR THE PROVISION OF
CalWORKs HOUSING SUPPORT PROGRAM SERVICES

THIS FIRST AMENDMENT, made and entered into upon execution of all necessary signatures, is to that certain AGREEMENT Number WMR0919 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 1736 Family Crisis Center, 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 Housing Support Program (HSP) services, for the term of July 1, 2020, through June 30, 2023;

WHEREAS, COUNTY desires to increase funding for the provision of additional HSP services to clients referred to CONTRACTOR by COUNTY;

WHEREAS, COUNTY desires to amend Subparagraph 20.1 of the Agreement and Subparagraphs 5.4 and 16.1 of Exhibit A of the Agreement;

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

ACCORDINGLY, THE PARTIES AGREED AS FOLLOWS:

1. Subparagraph 20.1 of the Agreement is hereby amended to read as follows:

"20.1 Maximum Contractual Funding Obligation

The maximum obligation of the COUNTY under this Agreement shall not exceed the amount of \$7,000,000, or actual allowable costs, whichever is less. The estimated annual amount for each twelve (12) month period is as follows:

20.1.1 \$3,000,000 for July 1, 2020 through June 30, 2021;

20.1.2 \$2,000,000 for July 1, 2021 through June 30, 2022; and

20.1.3 \$2,000,000 for July 1, 2021 through June 30, 2023.”

2. Subparagraph 5.4 of Exhibit A of the Agreement is hereby amended to read as follows:

“5.4 Meet weekly with CLIENTS, or at frequency approved by ADMINISTRATOR, to set goals aimed at reducing CLIENTS’ barriers to obtaining and maintaining housing in order to become self-sufficient once assistance has been expended.

3. Subparagraph 16.1 of Exhibit A of the Agreement is hereby amended to read as follows:

“16.1 The budget for services provided pursuant to Exhibit A of this Agreement is set forth as follows:

Annual Budget Period for July 1, 2020 – June 30, 2021

STAFFING AND BENEFITS:

<u>STAFFING</u>	<u>Position Type</u> ⁽¹⁾	<u>Maximum Hourly Rate</u> ⁽²⁾	<u>FTEs</u> ⁽³⁾	<u>Amount</u>
Director of Domestic Violence Housing and Rapid Rehousing Services	D	52.88	0.40	\$38,833
Case Manager/RRH/DV Housing Supervisor	D	36.06	1.50	52,917
Lead Case Manager	D	28.85	1.00	17,333
Case Manager/Housing Navigator	D	27.04	7.20	195,750
Case Manager/Employment Specialist	D	27.04	2.00	40,000
Hotline Worker	D	\$20.63	1.00	17,160
Director of Clinical Services	D	\$60.10	0.10	5,000
Director of Residential Housing Services	D	\$60.10	0.15	7,500
Residential Services & Housing Supervisor	D	\$48.08	0.15	6,000
Director of Operations	D	\$120.19	0.25	12,500
Director of Resource Development	D	\$64.30	0.15	8,025
Volunteer and Outreach Worker	D	\$28.12	0.25	2,812
Employment Services Coordinator	D	\$39.06	1.00	27,083
Assistant Employment Services Coordinator	D	\$33.05	1.00	22,917

Employment Services Coordinator Support / CalWORKs Specialist	D	\$48.08	0.25	10,000
Accounts Payable office assistance	A	\$30.00	0.40	11,648
Data Analyst and Reports Coordinator	A	\$33.05	0.10	3,208
Program Records Assistant	A	\$51.08	0.10	4,958
Senior Director of Community Response and Relations	A	\$100.96	0.05	<u>4,130</u>
Staffing Subtotal				\$487,774
EMPLOYEE BENEFITS (40%) ⁽⁴⁾				<u>\$195,110</u>
TOTAL SALARIES AND BENEFITS				<u>\$682,884</u>

SERVICES AND SUPPLIES

Office Expense				\$19,640
Telephone				13,500
Mileage ⁽⁵⁾				<u>17,500</u>
TOTAL SERVICES AND SUPPLIES				\$50,640

OPERATING EXPENSES

Facility Lease/Rental				\$30,000
Equipment Lease/Rental				4,000
Maintenance				6,500
IT Support				10,000
Insurance				6,500
Other - Furniture and Equipment				<u>20,000</u>
TOTAL OPERATING EXPENSES				\$77,000

DIRECT FINANCIAL ASSISTANCE

Move-In Assistance				\$314,301
Rent Subsidies				<u>1,493,524</u>
TOTAL DIRECT FINANCIAL ASSISTANCE				\$1,807,825

INDIRECT COSTS (15%) ⁽⁶⁾ \$381,651

**MAXIMUM OBLIGATION
JULY 1, 2020 - JUNE 30, 2021****\$3,000,000"**

⁽¹⁾ Position Types are classified as "D" for Direct or "A" for Administrative. Direct

services positions include staff who are integral to service delivery and may include staff who provide direct face to-face service to CLIENTS and/or staff who supervise/manage direct service personnel. Administrative positions include staff that support service delivery and whose activities and functions can be directly allocated to the program. Proposed administrative costs should be held to no more than forty percent (40%) of the proposed budget year. CONTRACTOR shall budget a minimum of sixty percent (60%) of total costs for direct financial assistance rental subsidies, rental application fees, security deposits, utility deposits, utility payments, moving costs, and making the home habitable.

(2) Maximum hourly rate which will be permitted during the term of this Agreement; employees may be paid at less than maximum hourly rate.

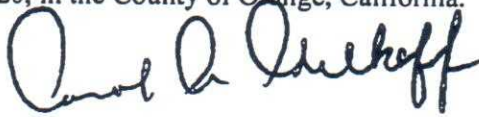
(3) For hourly employees, Full-Time Equivalent (FTE) is defined as the amount of time (stated as a percentage) the position will be providing services under the terms of this Agreement. This percentage is based upon a 40-hour work week. For salaried employees, FTE is defined as the amount of time (stated as a percentage) the position will be paid for under the terms of this Agreement, regardless of the number of hours actually worked.

(4) Employee Benefits include contributions to 401k or retirement plans; health insurance; dental insurance; life insurance; long-term disability insurance; payroll taxes such as FICA, Federal Unemployment Tax, State Unemployment Tax, and Workers' Compensation Tax, based on the currently prevailing rates; and expense for accrued vacation time payout, for a separated employee, limited to the actual vacation time accrued during the fiscal year in which the expense is claimed, minus the actual vacation time used by the employee during said fiscal year. The overall benefit rate shall not exceed 40% of the actual salary expense claimed.

(5) Mileage is limited to the amount allowed by IRS.

(6) Indirect costs includes administrative costs not directly charged to the program, including annual single audit cost, fringe benefits, operating expenses associated with administration, rent, parking, occupancy cost, office expenses, telephone, insurance cost, fiscal department, human resources department, etc. Per the federally negotiated rate agreement,

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



By: _____
CAROL ADELKOFF
CHIEF EXECUTIVE OFFICER
AND EXECUTIVE DIRECTOR
1736 FAMILY CRISIS CENTER

By: _____
CHAIRMAN
OF THE BOARD OF SUPERVISORS
COUNTY OF ORANGE, CALIFORNIA

Dated: 2/24/2021

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: 2/25/21