

FIRST AMENDMENT TO AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND
ORANGEWOOD FOUNDATION
FOR THE PROVISION OF RESOURCE AND SUPPORT SERVICES FOR
COMMERCIALY SEXUALLY EXPLOITED CHILDREN

THIS FIRST AMENDMENT, made and entered into upon execution of all necessary signatures, is to that certain AGREEMENT Number CJC0820 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 Orangewood 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.”

WITNESSETH

WHEREAS, on July 1, 2020, COUNTY and CONTRACTOR entered into an Agreement for the provision of Resource and Support Services for Commercially Sexually Exploited Children (CSEC) 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 20.1, 20.2 and 20.3.4.1 of the Agreement;

WHEREAS, COUNTY desires to amend Subparagraph 14.5 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 20.1 of the Agreement is hereby amended to read as follows:

“20.1 Maximum Contractual Obligation

The maximum obligation of COUNTY under this Agreement shall be \$618,434, or actual allowable costs, whichever is less.”

3. Subparagraph 20.2 of the Agreement is hereby amended to read as follows:

“20.2 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 2021, and June 2022, during the month of such anticipated expenditure.”

4. Subparagraph 20.3.4.1 of the Agreement is hereby amended to read as follows:

“20.3.4.1 CONTRACTOR shall submit a final claim by no later than August 30, 2021 for the year ending June 30, 2021 and no later than August 30, 2022 for the year ending June 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.”

5. Add the following budget for the period of July 1, 2021, through June 30, 2022, to Subparagraph 14.5 of Exhibit A of the Agreement; and add footnote five (5):

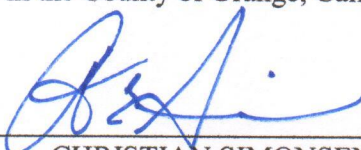
Budget for the Period of July 1, 2021, through June 30, 2022

LINE ITEM	FTE ⁽¹⁾	Hourly Range Min to Max	BUDGET
<u>DIRECT SERVICE COSTS</u>			
<u>Salaries & Benefits</u>			
Youth Support Specialist	3.0	18.00 - 32.25	
On-Call Crises Support Specialist (Lighthouse Coverage)	.25	15.00 - 20.00	
Peer Mentor	.60	15.50 - 19.00	
Program Manager	.30	27.00 - 42.00	
Administrative Assistant (Front Desk)	.10	14.00 - 19.00	
Total Salaries			\$ 207,655
Benefits ⁽²⁾ (28%)			<u>\$ 52,811</u>
Subtotal Salaries and Benefits			\$ 260,466
Services & Supplies ⁽³⁾⁽⁵⁾			\$ 23,000
Operating Expenses ⁽⁵⁾			<u>\$ 19,263</u>
TOTAL DIRECT SERVICE COSTS			\$ 302,729
<u>INDIRECT COSTS ⁽⁴⁾ (2.15%)</u>			<u>\$ 6,488</u>
Maximum Obligation for 7/1/21-6/30/22			\$ 309,217
Total Maximum Obligation for years 7/1/20-6/30/22			\$ 618,434

⁽⁵⁾ Services and Supplies includes mileage, re-unification services, emergency/transitional housing, program supplies, office expenses, stipends to youth and training. Operating Expenses includes facility costs, maintenance/association, utilities and insurance.

6. 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.
7. All others terms and conditions of the Agreement shall remain the same and in full force and in effect.

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

By: 
CHRISTIAN SIMONSEN
CHIEF EXECUTIVE OFFICER
ORANGEWOOD FOUNDATION

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

Dated: 2-26-2021 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: 
DEPUTY

Dated: 03/05/21