

FIRST AMENDMENT TO AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND
OLIVE CREST
FOR THE PROVISION OF FOSTER FAMILY AGENCY
RESOURCE FAMILY HOMES SERVICES
AT TUSTIN FAMILY CAMPUS

THIS FIRST AMENDMENT, made and entered into upon execution of all necessary signatures, is to that certain AGREEMENT Number CJC0919 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 Olive Crest, 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 January 1, 2020, COUNTY and CONTRACTOR entered into an Agreement for the provision of in-home family services and intensive in-home services for child abuse intervention and treatment services, for the term of January 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, Subparagraph 9.1 and Paragraph 36 of the Agreement; and

WHEREAS, CONTRACTOR agrees to such amendments and to continue to provide such services under the terms and conditions sets 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 January 1, 2020 and terminate on June 30, 2022, unless earlier terminated pursuant to the provisions of Paragraph 43 of this Agreement; provided, 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 9.1 of the Agreement is hereby amended to read as follows:

“9.1 During the entire term of this Agreement, CONTRACTOR shall provide services at two (2) single-story, residential style structures located at Tustin Family Campus, a facility wholly owned and operated by County of Orange. CONTRACTOR shall enter into a license agreement CEO/LCA/SSA-019-049-1 with ADMINISTRATOR for facilities provided by ADMINISTRATOR and shall execute all terms and conditions of said agreement upon ADMINISTRATOR’S presentation of said document to CONTRACTOR. CONTRACTOR’S failure to execute the license agreement will result in a breach of this Agreement. CONTRACTOR’S failure to comply with the terms and conditions of the license shall be a breach of this Agreement.”

3. Paragraph 36 of the Agreement is hereby amended to read as follows:

“36. SERVICES DURING EMERGENCY AND/OR DISASTER

36.1 CONTRACTOR acknowledges that service usage may surge during or after an emergency or disaster. For purposes of this Agreement, an emergency is defined as a sudden, urgent, usually unexpected occurrence or event requiring immediate action to protect the health and well-being of COUNTY residents. A disaster is defined as an occurrence that has resulted in property damage, deaths, and/or injuries to a community. Emergencies and/or disasters as described above may require resources or support beyond the local

government’s capability and will typically involve a proclamation of a local emergency by the local governing body (e.g., city council, county board of supervisors, or state) and may be declared at the federal level by the President of the United States.

36.2 CONTRACTOR agrees to collaborate with COUNTY, on an urgent basis, to adjust service delivery in a manner that assists COUNTY in meeting the needs of clients COUNTY identifies as being impacted by emergencies and/or disasters. Time limited adjustments may include, but are not limited to: providing services at different location(s), assigning staff to work days or hours beyond typical work schedules or that may exceed contracted Full Time Equivalents (FTEs), reassigning staff to an assignment in which their experience or skill is needed, and prioritizing services for staff as requested by COUNTY.

36.3 CONTRACTOR shall service COUNTY during emergencies and/or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. Compensation of services provided during or after an emergency/disaster shall be calculated by the same unit rates that apply during non-emergency/disaster conditions. Additionally, any costs to continue services to clients during an emergency and/or disaster shall be incurred by the Contractor. These costs may include, but are not limited to: Personal Protective Equipment or other supplies necessary to conduct business during an emergency and/or disaster.”


4. 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.
5. All others terms and conditions of the Agreement shall remain the same and in full force and in effect.

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

By:  By: _____
DONALD VERLEUR CHAIRMAN
CHIEF EXECUTIVE OFFICER OF THE BOARD OF SUPERVISORS
OLIVE CREST COUNTY OF ORANGE, CALIFORNIA

Dated: 2/11/21 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: 02/17/21