



**AMENDMENT THREE
TO AGREEMENT NO. MA-057-14011825
BETWEEN THE COUNTY OF ORANGE AND
ORANGE COUNTY SUPERINTENDENT OF SCHOOLS
DBA ORANGE COUNTY DEPARTMENT OF EDUCATION FOR
THE PROVISION OF COMMUNITY REENTRY EDUCATIONAL AND
VOCATIONAL SERVICES**

This AMENDMENT THREE (hereinafter "Amendment") to Agreement Number MA-057-14011825 ("hereinafter referred to as "Contract") 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 "County"), acting through the Orange County Probation Department (hereinafter "Probation"), and Orange County Superintendent of Schools dba: Orange County Department of Education (hereinafter "Contractor"), which are individually referred to as "Party", or collectively referred to as "Parties".

RECITALS

WHEREAS, Juvenile Justice Reforms have resulted in counties assuming responsibility for the custody and care of juvenile offenders who are no longer sent to the State for supervision pursuant to Senate Bill 81 (SB 81) effective September 1, 2007 and Assembly Bill 109 (AB 109) effective July 1, 2011; and

WHEREAS, the annual Youthful Offender Block Grant (YOBG) to counties supports local programs for the care and custody of offenders who previously would have been in the custody of the State; and,

WHEREAS, on March 18, 2008, the Orange County Board of Supervisors (Board) accepted YOBG funding for providing the educational and vocational components for enhanced reentry services to juvenile offenders who are serving commitments in local facilities; and

WHEREAS, Contractor has been providing YOBG-funded community reentry educational and vocational services since July 1, 2008; and

WHEREAS, on June 17, 2014, the Board approved Contract MA-057-14011825 as a Sole Source Request (No. 057-050614-JD) with the Contractor for the provision of community reentry educational and vocational services, effective July 1, 2014 through June 30, 2017 in an annual amount not to exceed \$204,525 for a cumulative contract amount of \$613,575, renewable for one (1) additional two (2)-year period; and

WHEREAS, on April 25, 2017, the Board approved Amendment One to Contract MA-057-14011825 to:

- (a) under certain conditions and with Probation's prior approval, allow Contractor to adjust and allocate costs within the budgeted categories with no increase in the annual contract amount; (b) allow the retroactive payment of an invoice for the period April 1, 2016 through June 30, 2016, totaling \$16,061.25, with no increase in the annual contract amount; and (c) allow the use of a higher State-authorized indirect cost rate for local educational agencies retroactively effective to July 1, 2016, and the use going forward of the indirect cost rate approved and published annually by the State to claim actual program expenditures; and



WHEREAS, on July 1, 2017, the Parties renewed the Contract for the two-year period of July 1, 2017 through June 30, 2019 in an annual amount not to exceed of \$204,525 for a cumulative Contract amount of \$1,022,625; and

WHEREAS, the Parties amended the Contract August 16, 2016 to revise the contractor titles of Contract MA-057-14011825 to allow greater staffing flexibility while still meeting the requirements of Section III ("Scope of Work"), Section 3.4 ("Delivery of Services") of the Contract; and

WHEREAS, Contractor and County wish to renew the contract of the period of July 1, 2019 through June 30, 2020 in an annual amount not to exceed \$104,900 for a cumulative contract amount of \$1,127,525;

NOW, THEREFORE, in consideration of the mutual obligations contained herein, County and Contractor do mutually agree to the amendment of the Contract as set forth herein:

ARTICLES

1. Section II ("Additional Terms and Conditions") Paragraph 2 ("Term of Contract") of the Contract shall be amended in its entirety to reflect the following:

2. Term of the Contract: The term of this Contract shall be for a one-year period commencing on July 1, 2019, through June 30, 2020, and shall be subject to the termination provisions set forth in the following sections:

Section I, General Terms and Conditions:

Paragraph I – Assignment or Subcontracting

Paragraph K – Termination

Section II, Additional Terms and Conditions:

Paragraph 4.0 – Contingency of Funds

Paragraph 8.0 – Child Support Enforcement Requirements

Paragraph 9.0 – Contractor Bankruptcy/Insolvency

Paragraph 13.0 – Conflict with Existing Law

Paragraph 16.0 – Contractor Personnel – Drug-Free Workplace

Paragraph 21.0 – Covenant against Contingent Fees

2. Section IV. ("Cost/Compensation for Contract Services"), Section A ("Payment/Compensation) of the Contract shall be amended in part to reflect the following:

1.3 For the period July 1, 2019 through June 30, 2020, Contractor shall be compensated in in arrears for services rendered in an amount not to exceed \$104,900. The schedule below is included as an estimate of annual service costs; however, Parties may agree to adjust the budget allocation and classifications of personnel based on program needs as long as the contract does not exceed the \$104,900.

DESCRIPTION	AMOUNT
1 FTE Reentry Case Manager Salary	\$ 68,995.00
Benefits	\$ 25,062.00
Operating Costs	\$ 1,900.00
Indirect Costs 9.32%	\$ 8,943.00
TOTAL	\$ 104,900.00



3. Due to Joplin Youth Center (Joplin) closure, any and all references to Joplin in the Contract shall be deleted in its entirety.
4. This Amendment modifies the Contract only as expressly set forth above. This Amendment does not modify, alter or amend the Contract in any other way whatsoever. Except as amended herein, all other terms and conditions of the Contract remain unchanged.

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**SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be executed in the County of Orange, State of California.

ORANGE COUNTY SUPERINTENDENT OF SCHOOLS (DBA: ORANGE COUNTY DEPARTMENT OF EDUCATION)

** If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth. The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.*

Name Title

Signature Dated

**The second corporate officer signature must be one of the following: 1) Secretary; 2) Assistant Secretary; 3) Chief of Financial Officer; 4) Assistant Treasurer.*

Name Title

Signature Dated

County of Orange

A political subdivision of the State of California

By: _____
Steven J. Sentman, Chief Probation Officer

Dated: _____

APPROVED AS TO FORM
Office of County Counsel
County of Orange, California

By: _____
Liz Pejeau, Deputy County Counsel

Dated: 4/7/19