



FIRST AMENDMENT
TO CONTRACT #16-23-0015-PS
BETWEEN THE
COUNTY OF ORANGE
AND
MERCY HOUSE LIVING CENTERS, INC.
FOR
THE PROVISION OF COMMUNITY DEVELOPMENT BLOCK GRANT (14.128),
EMERGENCY SOLUTIONS GRANT (14.231) AND/OR LOCAL FUNDS
PUBLIC SERVICES
ARMORY EMERGENCY SHELTER PROGRAM

This AMENDMENT to Contract #16-23-0015-PS, hereinafter referred to as "First Amendment," is made and entered into or upon execution of all necessary signatures between the County of Orange, a political subdivision of the State of California, and recognized Urban County under the Federal Housing and Community Development Act of 1974 (Public Law 93-383), as amended, with a place of business at 1770 North Broadway, Santa Ana, CA 92706-2642; hereinafter referred to as "COUNTY," and Mercy House Living Centers, Inc., DUNS #87-979-7165, a non-profit corporation, in the State of California with a place of business at P.O. Box 1905, Santa Ana, CA 92702, hereinafter referred to as "SUBRECIPIENT," with COUNTY and SUBRECIPIENT sometimes referred to as "PARTY", or collectively as "PARTIES."

RECITALS:

WHEREAS, COUNTY and SUBRECIPIENT entered into Contract Number 16-23-0015-PS (hereinafter referred to as "Original Contract"), for the provision of Public Services activities commencing July 1, 2016 and terminating June 30, 2017 in the amount of \$1,284,914.00; and

WHEREAS, SUBRECIPIENT is performing satisfactory as required by the CONTRACT; and

WHEREAS, the COUNTY now desires to increase the CONTRACT by the monetary amount of \$375,000.00, for a new maximum obligation of \$1,659,914.00; and

WHEREAS, the PARTIES now desire to amend the Original Contract and Attachments B and C; and

NOW, THEREFORE, in consideration of the mutual obligations set forth herein, both PARTIES mutually agree as follows:

ARTICLES:

1. The Seventh Paragraph in the Recitals Section of the Original Contract shall be amended in its entirety to read as follows:

“WHEREAS, COUNTY approved an allocation of \$1,659,914.00 (One Million Six Hundred Fifty-Nine Thousand Nine Hundred Fourteen Dollars and 00 Cents) in program funding to SUBRECIPIENT for the Fiscal Year 2016-17; and”

2. Paragraph 22.1 of the Original Contract shall be amended in its entirety to read as follows:

“22.1 CONTRACT Amount: COUNTY will pay SUBRECIPIENT for the cost of services provided up to a maximum obligation of \$1,659,914. It is expressly agreed and understood that the total amount to be paid by COUNTY under this CONTRACT shall not exceed the total COUNTY funding as set forth in Attachment B-1-Compensation/Payment to SUBRECIPIENT attached hereto and incorporated herein by reference.”

3. Paragraph 1 of Attachment B to the Original Contract shall be amended to read as follows:

1. COMPENSATION. This is a fixed fee price CONTRACT between the COUNTY and the SUBRECIPIENT for **\$1,659,914** as set forth in Attachment A. Scope of Services attached hereto and incorporated herein by reference. The SUBRECIPIENT agrees to accept the specified compensation as set forth in this CONTRACT as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the SUBRECIPIENT of all its duties and obligations hereunder. The COUNTY shall have no obligation to pay any sum in excess of the total CONTRACT amount specified unless authorized by an amendment in accordance with paragraphs C and R of the COUNTY’s General Terms and Conditions.”

4. Attachment B-Compensation/Payment shall be amended in its entirety to read as follows, see Attachment B-1 below.
5. Attachment C-Budget Schedule shall be amended in its entirety to read as follows, see Attachment C-1 below.

6. Except as otherwise expressly set forth herein, all terms and conditions contained in the ORIGINAL CONTRACT, including any amendments/modifications, are hereby incorporated herein by this reference as if fully set forth herein and shall remain in full force and effect.

THE REMAINDER OF THE PAGE WAS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the PARTIES hereto have executed this First Amendment on the dates with their respective signatures:

***MERCY HOUSE LIVING CENTERS, INC.**

By: _____

By: _____

Name: _____
(Print)

Name: _____
(Print)

Title: _____

Title: _____

Dated: _____

Dated: _____

*For Contractors that are corporations, signature requirements are as follows: 1) One signature by the Chairman of the Board, the President or any Vice President; and 2) One signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or an Assistant Treasurer.

For Contractors that are not corporations, the person who has authority to bind the contractor to a contract, must sign on one of the lines above.

COUNTY OF ORANGE
A Political Subdivision of the State of California

By: _____
Steve Franks, Director
OC Community Resources

Dated: _____

APPROVED AS TO FORM
COUNTY COUNSEL

By: Carolyn S. Frost
Deputy County Counsel

Date: 10/12/16



ATTACHMENT B-1

Compensation/Payment**1. COMPENSATION:**

This is a fixed fee price CONTRACT between the COUNTY and the SUBRECIPIENT for **\$1,659,914** as set forth in Attachment A. Scope of Services attached hereto and incorporated herein by reference. The SUBRECIPIENT agrees to accept the specified compensation as set forth in this CONTRACT as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the SUBRECIPIENT of all its duties and obligations hereunder. The COUNTY shall have no obligation to pay any sum in excess of the total CONTRACT amount specified unless authorized by an amendment in accordance with paragraphs C and R of the COUNTY's General Terms and Conditions.

2. FIRM DISCOUNT AND PRICING STRUCTURE:

SUBRECIPIENT guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. SUBRECIPIENT agrees that no price increases shall be passed along to the COUNTY during the term of this CONTRACT not otherwise specified and provided for within this CONTRACT.

3. PAYMENT TERMS:

An invoice for the fixed cost of the services shall be submitted to the address specified below upon the completion of the engagement and approval of the COUNTY Project Manager. SUBRECIPIENT shall reference CONTRACT number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the COUNTY of Orange and verified and approved by OC Community Services and subject to routine processing requirements of the COUNTY. The responsibility for providing an acceptable invoice rests with the SUBRECIPIENT.

Billing shall cover services not previously invoiced. The SUBRECIPIENT shall reimburse the COUNTY of Orange for any monies paid to the SUBRECIPIENT for services not provided or when services do not meet the CONTRACT requirements.

Payments made by the COUNTY shall not preclude the right of the COUNTY from thereafter disputing any items or services involved or billed under this CONTRACT and shall not be construed as acceptance of any part of the services.

Invoice(s) are to be sent to:

OC Community Resources

1770 North Broadway

Santa Ana, CA 92706-2642

Attention: Accounts Payable

4. **INVOICING INSTRUCTIONS:**

Further instructions regarding invoicing/reimbursement as set forth in Exhibit 2, OC Community Resources Contract Reimbursement Policy, are attached hereto and incorporated herein by reference.

The SUBRECIPIENT will provide an invoice on SUBRECIPIENT's letterhead for services rendered. Each invoice will have a number and will include the following information:

The Demand Letter/Invoice must include Delivery Order (DO) Number, Contract Number, Service date(s) – Month of Service along with other required documentation (See Exhibit 2).

5. **OC COMMUNITY RESOURCES CONTRACT REIMBURSEMENT POLICY:**

Further instructions regarding invoicing/reimbursements as set forth in Exhibit 2, OC Community Resources Contract Reimbursement Policy, are attached hereto and incorporated herein by reference.



ATTACHMENT C-1

1. **SUBRECIPIENT's Cost Proposal****Project Title:** FY 2016-17 Armory Emergency Shelter Program

A. Administration and Program Cost Proposal

Proposed Activities	County Funds	SSA Fund	Total Budget (Col. 1 + Col. 2)
1. Administration Costs	\$84,760		\$84,760
2. Operating Costs	\$938,269	\$191,080	\$1,129,349
3. Rapid Rehousing	\$64,030	\$372,170	\$436,200
4. HMIS	\$9,605		\$9,605
TOTAL	\$1,096,664	\$563,250	\$1,659,914

Revenue Resource Summary

Anticipated Funding Sources	FY 2016-17
Federal Community Development Block Grant (CDBG) Funds [County]	\$184,237
Federal Emergency Solutions Grant (ESG) Funds [County] (RRP, Shelter, HMIS)	\$197,427
Fund 15U – Local Funds [County]	\$50,000
Fund 15G - CalWorks [County]	\$563,250
Ops Reserves- Fund 117 [County]	\$290,000
Other County Funding – Pending	\$375,000
Federal Emergency Food and Shelter Program (EFSP)	\$0
Emergency Solutions Grant (ESG) Funds [City of Santa Ana]. - Shelter	\$35,000
Community Development Block Grant (CDBG) Funds [City of Fullerton]	\$15,000
Emergency Solutions Grant (ESG) Funds [City of Garden Grove]	\$10,000
Community Development Block Grant (CDBG) Funds [City of Tustin]	\$5,000

Emergency Solutions Grant (ESG) Funds [City of Santa Ana]. RRP only	\$35,000
TOTAL FUNDS	\$1,759,914
Shelter Operational Days = Minimum of 58 days up to 157 days, depending on final funding allocations	58-157

2. FUNDS/PROGRAM FUNDING BUDGET:

A. Funds

1. Funds will be used to:

Fill gaps in other funding shortfalls to include, but not limited to: operations, salaries and benefits, transportation, security, food, insurance costs, equipment and supplies, maintenance and other operating costs and support services, such as rapid re-housing assistance activities. Other funding sources may include but not limited to federal, State and local funds, etc.

B. Program Funding Budget

The subject proposal will be financed under this CONTRACT as follows:

15U (local funds)	\$ 50,000
Operations, Support Services, Salaries and Benefits	
CDBG funds (24 CFR Part 570) (KCXXXXX– IDIS XXXX)	\$ 184,237
Operations, Support Services, Salaries and Benefits	
ESG funds (24 CFR Part 576)	\$ 197,427
Shelter/Operations/Essential Services	
(\$123,792) (KEXXXXX IDIS XXXX)	
Rapid Re-housing	
(\$64,030) (KEXXXXX IDIS XXXX)	
HMIS	
(\$9,605) (KEXXXXX IDIS XXXX)	
Fund 15G – CalWorks (local funds)	\$ 563,250
Operations, Support Services, Salaries and Benefits	
Ops Reserves- (local funds)	\$ 290,000
Operations, Support Services, Salaries and Benefits	
Other County Funding (local funds)	\$ 375,000
Operations, Support Services, Salaries and Benefits	
TOTAL FUNDS	\$ 1,659,914

- C. Matching Funds
 - a. Amount of Matching Funds (Must be at 100%) \$197,427
 - b. Source of Matching Funds: Cash and/or In-Kind

- D. Funds shall be used for the following items, unless ineligible Program activity/cost as identified from its funding source:
 - 1. Costs relating to the operations, salaries and benefits, transportation, security, food, insurance, equipment and supplies, maintenance, and other related operating costs and support services relating to rapid re-housing assistance.

- E. Members of SUBRECIPIENT’s Board of Directors will serve in a voluntary capacity and receive no compensation, other than reimbursement for expenses, for their services. Under no circumstances will compensation for staff of SUBRECIPIENT exceed 45 percent of overall funding from all sources, other than reimbursement for expenses.

- F. Upon written request by SUBRECIPIENT and written approval by the DIRECTOR, or designee, compensation may be reallocated to address any costs incurred for previously unbudgeted uses eligible under the applicable COUNTY guidelines.

- G. Prior to final payment by COUNTY, reimbursement for the cost associated with the National Guard License Agreement, attached as Attachment H, and incorporated herein by reference, for rent of the program will be held until it is determined that the cost for these services have been paid in full.

3. REQUIRED EXPENDITURE THRESHOLD:

The following “Required Expenditure Threshold” criteria have been established to guide the SUBRECIPIENT in structuring and scheduling their expenditure of funds received through this CONTRACT. The criteria thresholds are consistent with the criteria used by OC Community Resources to determine performance including, but not limited to, determinations of future award of funds, additional funding requests and/or determinations for the recapture of funding.

Based on the first day of shelter operation, the following are the minimum required expenditure threshold.

For a 157-Day Shelter Operation:

<u>Milestone Date</u>	<u>Minimum Required Expenditure of Shelter Funds Threshold</u>
30 days after first day of shelter operation -	35% of contracted Amount Expended
60 days after first day of shelter operation -	50% of contracted Amount Expended
90 days after first day of shelter operation -	60% of contracted Amount Expended

120 days after first day of shelter operation- 80% of contracted Amount Expended
157 days after first day of shelter operation- 100% of contracted Amount Expended