

~~FIRST~~SECOND AMENDMENT TO AGREEMENT

BETWEEN

COUNTY OF ORANGE

AND

CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY

FOR THE PRODUCTION AND DISTRIBUTION OF THE 24TH THROUGH 26th ANNUAL

REPORTS ON

THE CONDITIONS OF CHILDREN IN ORANGE COUNTY

THIS ~~FIRST~~SECOND AMENDMENT, made and entered into upon execution of all necessary signatures, is to that certain AGREEMENT Number CRB1217 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 CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY, a public legal entity established pursuant to Health & Safety Code Section 130140.1 (a) (1), 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 March 1, 2018, COUNTY and CONTRACTOR entered into an Agreement for the provision of the production and distribution of the 24th through 26th Annual Reports on the Conditions of Children in Orange County (Annual Report), for the period of March 1, 2018, through February 28, 2021;

WHEREAS, COUNTY and CONTRACTOR extended the Agreement for an additional 12-months from March 1, 2021, through February 28, 2022 in accordance with the Board Resolution, Paragraph 4, issued April 21, 2020;

WHEREAS, COUNTY desires to extend the Agreement for an additional 12-months from

March 1, ~~2021~~2022, through February 28, ~~2022~~2023;

WHEREAS, COUNTY desires to amend Paragraph 1, Subparagraph 4.1, Subparagraph 19.1, and Subparagraph 19.3;

WHEREAS, COUNTY desires to amend Subparagraph 3.6.2 of Exhibit A of the Agreement;

WHEREAS, COUNTY desires to add a March 1, ~~2021~~2022, through February 28, ~~2022~~2023 budget to Paragraph 8 of Exhibit A of the Agreement;

WHEREAS, CONTRACTOR agrees to such amendments 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. Paragraph 1 of the Agreement is hereby amended to read as follows:

“1. TERM

The term of this Agreement shall commence on March 1, 2018 and terminate on February 28, ~~2022~~2023, 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 4.1 of the Agreement is hereby amended to read as follows:

“4.1 CONTRACTOR agrees to provide those services, facilities, equipment and supplies as described in the Exhibit~~—~~” A” to the Agreement between County of Orange and Children and Families Commission of Orange County, for the Production and Distribution of the 24th through ~~27th~~28th Annual Reports on the Conditions of Children in Orange County, attached hereto and incorporated herein by reference. CONTRACTOR shall operate continuously throughout the term of this Agreement with the number and type of staff described and as required for provision of services hereunder.”

3. Subparagraph 19.1 of the Agreement is hereby amended to read as follows:

“19.1 Maximum Contractual Obligation:

The maximum annual obligation of COUNTY under this Agreement shall not exceed the amount of ~~\$452,565~~,000 or actual allowable costs, whichever is less: the amount of \$113,000 for March 1, 2018 through February 28, 2019; the amount of \$113,000 for March 1, 2019 through February 29, 2020; the amount of \$113,000 for March 1, 2020 through February 28, 2021, the amount of \$113,000 for March 1, 2021 through February 28, 2022, and the amount of \$113,000 for March 1, ~~2021~~2022 through February 28, ~~2022,2023~~ or actual allowable costs, whichever is less.”

4. Subparagraph 19.3 of the Agreement is hereby amended to read as follows:

“19.3 In-Kind:

It is mutually understood that CONTRACTOR shall contribute \$30,000 for the First, Second and Third Annual Reports produced during the first three (3) COUNTY fiscal years this Agreement is in effect, as follows: the amount of \$30,000 for March 1, 2018 through February 28, 2019; the amount of \$30,000 for March 1, 2019 through February 29, 2020; and the amount of \$30,000 for March 1, 2020 through February 28, 2021-; and the amount of \$30,000 for March 1, 2021 through February 28, 2022. It is mutually understood that CONTRACTOR shall contribute \$35,000 for the ~~Fourth~~Fifth Annual Report produced during the ~~fourth~~(4th fifth (5th) COUNTY fiscal year this Agreement is in effect, as follows: the amount of ~~\$35,000~~\$33,750 for March 1, ~~2021~~2022 through February 28, ~~2022,2023~~. This amount is separate from the maximum obligation of COUNTY under this Agreement as set forth in Subparagraph 19.1 above.”

5. Subparagraph 3.6.2 of Exhibit A of the Agreement is hereby amended to read as follows:

“3.6.2 CONTRACTOR will prepare the 2018, 2019, 2020, 2021 and ~~2021~~2022 Annual Report according to timelines to be developed by the OCCP and approved by COUNTY.”

6. Paragraph 8 of Exhibit A of the Agreement is hereby amended to read as follows:

“8. BUDGET

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

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March 1, 2022 through February 28, 2023**LINE ITEMS:****Annual Budget****Subcontractors and/or CONTRACTOR's Employees**

Project Manager (in-Kind from CFCOC) 33,750

Graphic Designer 19,000

Evaluation Firm (Data Researcher(s)/Technical Writer(s) / 83,000

Editor(s))

Printer 7,500

Subtotal Subcontractors and/or CONTRACTOR's Employees \$143,250

SERVICES AND SUPPLIESProgram Expense for Community Forums⁽¹⁾ 3,500

Subtotal Services and Supplies \$3,500

GRAND TOTAL LINE ITEM BUDGET 143,250

In-Kind MATCH (33,750)**COUNTY MAXIMUM OBLIGATION****\$113,000.00**

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7. 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.

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8. All other terms and conditions of the Agreement shall remain the same and in full force and effect.

WHEREFORE, the parties hereto have executed this ~~First~~Second Amendment to Agreement dated ~~December 1, 2020~~October 22, 2021, in the County of Orange, California.

By: _____

DEBRA J. BAETZ, DIRECTOR
COUNTY OF ORANGE
SOCIAL SERVICES AGENCY

By: _____

CHAIR OF THE CHILDREN AND
FAMILIES COMMISSION
OF ORANGE COUNTY

Dated: _____

Dated: _____

By: _____

APPROVED AS TO FORM
COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA

By: _____

APPROVED AS TO FORM
SPECIAL COUNSEL ALAN BURNS

Dated: _____

Dated: _____

By: _____

DEPUTY PURCHASING AGENT
SSA PROCUREMENT SERVICES
COUNTY OF ORANGE
SOCIAL SERVICES AGENCY

~~APPROVED AS TO FORM~~
~~SPECIAL COUNSEL ALAN BURNS~~

Dated: _____

~~Dated: _____~~