

SECOND AMENDMENT TO AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND
FAMILY SUPPORT NETWORK
FOR THE PROVISION OF WRAPAROUND ORANGE COUNTY SUPPORT SERVICES

THIS SECOND AMENDMENT, made and entered into upon execution of all necessary signatures, is to that certain AGREEMENT Number WCB0218 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 Family Support Network, 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.”

W I T N E S S E T H

WHEREAS, on July 1, 2018, COUNTY and CONTRACTOR entered into an Agreement for the provision of Wraparound Orange County Support Services, for the term of July 1, 2018, through June 30, 2021;

WHEREAS, FIRST AMENDMENT was issued to renew the Agreement for an additional twelve (12) months from July 1, 2021 through June 30, 2022; amend Paragraphs 1, 6, 13, 14, 19, and 39, and add Paragraph 44 to the Agreement; amend Paragraph 13 and Subparagraphs 14.2.1 and 14.2.4 of Exhibit A of the Agreement; and amend Subparagraph 1.31 of Exhibit B of the Agreement;

WHEREAS, COUNTY desires to renew the Agreement for additional twelve (12) months from July 1, 2022, through June 30, 2023;

WHEREAS, COUNTY desired to amend Paragraph 1, and Subparagraphs 9.1 ,19.1, 19.2 and 35.2.4;

WHEREAS, COUNTY desired to amend Paragraph 13 of Exhibit A of the Agreement;

WHEREAS, CONTRACTOR agrees to such renewal 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 July 1, 2018, and terminate on June 30, ~~2022~~2023, unless earlier terminated pursuant to the provisions of Paragraph 41 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. ~~This Agreement may be renewed thereafter for one (1) additional one-year term upon mutual agreement of both Parties. The COUNTY does not have to provide a reason if it elects not to renew this Agreement.”~~

2. Subparagraph 9.1 of the Agreement is hereby amended to read as follows:

“9.1 All notices, request, claims, correspondence, reports, statements authorized or required by this Agreement, and/or other communications shall be addressed as follows:

COUNTY: County of Orange Social Services Agency

Contract Services

500 N. State College Blvd., Suite 100

Orange, CA 92868

CONTRACTOR: Family Support Network

1894 N. Main Street

Orange, CA 92865

3. Subparagraphs 19.1 and 19.2 of the Agreement is hereby amended to read as follows:

“19.1 MAXIMUM CONTRACTUAL FUNDING OBLIGATION

The maximum funding obligation of COUNTY under this Agreement shall not exceed the amount of ~~\$700~~\$75,000, or actual allowable costs, whichever is less.

The estimated annual amount for each twelve (12) month period is as follows:

- 19.1.1 \$175,000 for July 1, 2018 through June 30, 2019;
 19.1.2 \$175,000 for July 1, 2019 through June 30, 2020;
 19.1.3 \$175,000 for July 1, 2020 through June 30, 2021; ~~and~~
 19.1.4 \$175,000 for July 1, 2021 through June 30, 2022; ~~and~~
19.1.5 \$175,000 for July 1, 2022 through June 30, 2023.

19.2 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, at its sole discretion, may pay CONTRACTOR for anticipated allowable costs that will be incurred by CONTRACTOR for June 2019, 2020, 2021, 2022 and ~~2022~~2023, during the month of such anticipated expenditure.”

4. Subparagraph 35.2.4 of the Agreement is hereby amended to read as follows:

“35.2.4 If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube, or other publicly available social media sites) to publish information related to this Agreement, CONTRACTOR shall develop social media policies and procedures and have them available to the ADMINISTRATOR. CONTRACTOR shall comply with COUNTY Social Media Use Policy and Procedures as they pertain to any social media developed in support of the services described within this Agreement. The policy is available on the Internet at ~~http://www.ocgov.com/gov/ceo/eio/govpolicies~~ https://cio.ocgov.com/egovernment-policies.”

5. The budget for the term of July 1, ~~2021 through June 30, 2022~~ through June 30, 2023 is hereby added to Paragraph 13 of Exhibit A of the Agreement:

“Budget for the Period of July 1, 2021 through June 30, 2022 through June 30, 2023

<u>SALARIES</u>	<u>FTE⁽¹⁾</u>	<u>Maximum Hourly Rate⁽²⁾</u>	<u>Annual Budget</u>
<u>DIRECT SERVICE POSITIONS</u>			
Parent Partner Trainer	0.50	25.00	
Data Collection Specialist (bilingual)	0.981.00	1920.00	
Resource Specialist (bi-lingual <u>bilingual</u>)	1.00	18.00	

Executive Director ⁽⁴⁾	0.05	53.00	
___ SUBTOTAL SALARIES			\$ 133,069
___ BENEFITS ⁽³⁾			13,426
___ TOTAL SALARIES AND BENEFITS			\$ 146,495
___ TOTAL SERVICES AND SUPPLIES ⁽⁶⁾ , AND OPERATING EXPENSES ⁽⁷⁾			\$ 28,505
___ SUBTOTAL SALARIES, BENEFITS, SERVICES AND , SUPPLIES, AND OPERATING EXPENSES			\$ 175,000
		TOTAL ANNUAL BUDGET (7/1/2122– 6/30/2223)	\$175,000”

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

~~WHEREFORE, the parties hereto have executed this Second Amendment to Agreement dated April 3, 2018, in the County of Orange, California.~~

By: _____ By: _____
_____ MAURA BYRON _____ CHAIRWOMAN/CHAIRMAN
_____ CHIEF EXECUTIVE OFFICER _____ OF THE BOARD OF SUPERVISORS
_____ FAMILY SUPPORT NETWORK _____ COUNTY OF ORANGE, CALIFORNIA

Dated: _____ 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: _____

WHEREFORE, the parties hereto have executed this Second Amendment to Agreement dated April 3, 2018, in the County of Orange, California. If Contractor is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, the President, or any Vice President; 2) the second signature must be that of the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or by-laws demonstrating the legal authority of the signature to bind the company.

Contractor: FAMILY SUPPORT NETWORK

Print Name Title

Signature Date

Print Name Title

Signature Date

County of Orange, a political subdivision of the State of California

Purchasing Agent/Designee Authorized Signature:

Print Name Title Deputy Purchasing Agent

Signature Date

APPROVED AS TO FORM
COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA

Print Name

Title

Signature

Date