



**AMENDMENT
 NO. 2 TO
 CONTRACT MA-017-22011915
 FOR
 CONTINUUM OF CARE PROGRAM TECHNICAL ASSISTANCE AND
 CONSULTING SERVICES**

This Amendment to Contract MA-017-22011915 for Continuum of Care Program Technical Assistance and Consulting Services is made and entered into upon execution of all necessary signatures between Institute for Urban Initiatives., a state of California corporation ("Contractor"), and the County of Orange, a political subdivision of the State of California ("County"). Contractor and County may sometimes be referred to individually as "Party" or collectively as "Parties".

RECITALS

WHEREAS, Contractor and County, through its Health Care Agency (HCA), executed Contract MA-042-22010083 for Continuum of Care Program Technical Assistance and Consulting Services, effective July 23, 2021, through June 30, 2023, in an amount not to exceed \$150,000 (Contract); and

WHEREAS, Contractor and County entered into Amendment No. 1 to change the administrating agency from OC Health Care Agency (HCA) to the County Executive Office (CEO), to change the Contract number from MA-042-22010083 to MA-017-22011915, replace all references in the Contract from HCA to CEO and revise Payment and Invoice Instructions; and

WHEREAS, the Parties now desire to enter into this Amendment No. 2 to renew the Contract for three additional years in the amount of \$75,000 per fiscal year, for a new Contract not to exceed amount of \$375,000.

NOW, THEREFORE, Contractor and County agree to amend the Contract as follows:

- A. Additional Terms and Conditions, Paragraph 2, Term of Contract, is hereby amended and replaced in its entirety as follows:
 - 2. **Term of Contract:** The Term of this Contract shall commence upon execution of all necessary signatures between Contractor and County, through and including June 30, 2026. Contract shall be in effect for the time periods specified, unless this Contract is earlier terminated as provided herein.

- B. Additional Terms and Conditions, Paragraph 18, Notices, is hereby amended and replaced with the following:
 - 18. **Notices:** Any and all notices, requests demands, and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), except through

the course of the during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct

hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate Party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor: Urban Initiatives
Attention: Joe Colleti
661 Mariposa Ave
Sierra Madre, CA 91024
Telephone: (213) 446-6700
E-mail: joecolletti@urban-initiatives.org

Contracts: Name: County of Orange/ County Executive Office/ County
Procurement Office
Attention: Christina Rojas
Address: 400 W. Civic Center Drive,
5th Fl Santa Ana, CA 92701
Telephone: (714) 567-7368
E-mail: CEOcarecoordination@ocgov.com

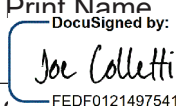
County: County of Orange/ County Executive Office/ Office of Care Coordination
Attention: Zulima Lundy
Address: 601 N. Ross Street,
5th Fl Santa Ana, CA 92701
Telephone: (714) 834-6805
E-mail: Zulima.Lundy@ocgov.com

- C. Attachment B, entitled, "Compensation and Invoicing," to the Contract as amended shall be amended and replaced with Attachment B to this Amendment.
- D. This Amendment modifies the Contract, including all previous amendments, only as expressly set forth herein. Wherever there is a conflict in the terms or conditions between this Amendment and the Contract, including all previous amendments, the terms and conditions of this Amendment prevail. In all other respects, the terms and conditions of the Contract, including all previous amendments, not specifically changed by this Amendment, and all previous Amendments remain in full force and effect.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Amendment. 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.

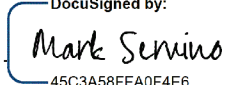
Institute for Urban Initiatives, a state of California corporation

_____ Joe Colletti	_____ Chief Executive Officer
Print Name	Title
<small>DocuSigned by:</small>  _____ Signature	_____ 4/12/2023
	Date
_____ Print Name	_____ Title
_____ Signature	_____ Date

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

_____ Print Name	_____ Title
_____ Signature	_____ Date

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

_____ Mark Servino	_____ Supervising Deputy County Counsel
Print Name	Title
<small>DocuSigned by:</small>  _____ Signature	_____ 4/12/2023
	Date

ATTACHMENT B

COMPENSATION AND INVOICING

1. **Compensation:** This is a fixed price Contract not to exceed the amount of \$375,000 for the Term of Contract.

The Contractor agrees to accept the specified compensation as set forth in this Contract as full payment 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 Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work.

2. **Fees and Charges:** County will pay the following fees in accordance with the provisions of this Contract.

Period 1	Deliverables per Quarter*	Fees
Quarter 1 Contract Execution – September 30, 2021	<ul style="list-style-type: none"> • Policy and legislative analysis of approved state budget • Schedule of activities and deadline for the completion of the CoC Program NOFO • Draft answers for questions in the Collaborative Applicant application for the CoC Program • Summaries of federal and state grant funding opportunities and recommendations to the County 	\$20,000
Quarter 2 October 1, 2021 – December 31, 2021	<ul style="list-style-type: none"> • Policy and legislative analysis of proposed Federal budget • Post CoC Program NOFO application evaluation and feedback identifying areas for improvement • Summaries of federal and state grant funding opportunities and recommendations to the County 	\$20,000
Quarter 3 January 1, 2022 – March 31, 2022	<ul style="list-style-type: none"> • Policy and legislative analysis of approved Federal budget • Methodology and implementation framework for the planning of the 2023 Point In Time Count • Analysis of Housing Inventory Chart and Point In Time as submitted to HUD • Summaries of federal and state grant funding opportunities and recommendations to the County 	\$20,000
Quarter 4 April 1, 2022 – June 30, 2022	<ul style="list-style-type: none"> • Policy and legislative analysis of Governor's revised state budget. 	\$15,000

	<ul style="list-style-type: none"> Summaries of federal and state grant funding opportunities and recommendations to the County 	
Total Period 1		\$75,000

Period 2	Deliverables per Quarter*	Fees
Quarter 1 July 1, 2022 – September 30, 2022	<ul style="list-style-type: none"> Policy and legislative analysis of approved state budget Schedule of activities and deadline for the completion of the CoC Program NOFO Draft answers for questions in the Collaborative Applicant application for the CoC Program Summaries of federal and state grant funding opportunities and recommendations to the County 	\$20,000
Quarter 2 October 1, 2022 – December 31, 2022	<ul style="list-style-type: none"> Policy and legislative analysis of proposed Federal budget Post CoC Program NOFO application evaluation and feedback identifying areas for improvement Summaries of federal and state grant funding opportunities and recommendations to the County 	\$20,000
Quarter 3 January 1, 2023 – March 31, 2023	<ul style="list-style-type: none"> Policy and legislative analysis of approved Federal budget Methodology and implementation framework for the planning of the 2023 Point In Time Count Analysis of Housing Inventory Chart and Point In Time as submitted to HUD Summaries of federal and state grant funding opportunities and recommendations to the County 	\$20,000
Quarter 4 April 1, 2023 – June 30, 2023	<ul style="list-style-type: none"> Policy and legislative analysis of Governor's revised state budget. Summaries of federal and state grant funding opportunities and recommendations to the County 	\$15,000
Total Period 2		\$75,000

Period 3	Deliverables per Quarter	Fees
Quarter 1 July 1, 2023 – September 30, 2023	<ul style="list-style-type: none"> Policy and legislative analysis of approved state budget Schedule of activities and deadline for the completion of the CoC Program NOFO Draft answers for questions in the Collaborative Applicant application for the CoC Program 	\$20,000

	<ul style="list-style-type: none"> Summaries of federal and state grant funding opportunities and recommendations to the County 	
Quarter 2 October 1, 2023 – December 31, 2023	<ul style="list-style-type: none"> Policy and legislative analysis of proposed Federal budget Post CoC Program NOFO application evaluation and feedback identifying areas for improvement Summaries of federal and state grant funding opportunities and recommendations to the County 	\$20,000
Quarter 3 January 1, 2024 – March 31, 2024	<ul style="list-style-type: none"> Policy and legislative analysis of approved Federal budget Methodology and implementation framework for the planning of the 2024 Point In Time Count Analysis of Housing Inventory Chart and Point In Time as submitted to HUD Summaries of federal and state grant funding opportunities and recommendations to the County 	\$20,000
Quarter 4 April 1, 2024 – June 30, 2024	<ul style="list-style-type: none"> Policy and legislative analysis of Governor’s revised state budget Summaries of federal and state grant funding opportunities and recommendations to the County 	\$15,000
Total Period 3		\$75,000

Period 4	Deliverables per Quarter	Fees
Quarter 1 July 1, 2024 – September 30, 2024	<ul style="list-style-type: none"> Policy and legislative analysis of approved state budget Schedule of activities and deadline for the completion of the CoC Program NOFO Draft answers for questions in the Collaborative Applicant application for the CoC Program Summaries of federal and state grant funding opportunities and recommendations to the County 	\$20,000
Quarter 2 October 1, 2024 – December 31, 2024	<ul style="list-style-type: none"> Policy and legislative analysis of proposed Federal budget Post CoC Program NOFO application evaluation and feedback identifying areas for improvement Summaries of federal and state grant funding opportunities and recommendations to the County 	\$20,000
Quarter 3	<ul style="list-style-type: none"> Policy and legislative analysis of approved Federal budget 	\$20,000

January 1, 2025 – March 31, 2025	<ul style="list-style-type: none"> Methodology and implementation framework for the planning of the 2025 Point In Time Count Analysis of Housing Inventory Chart and Point In Time as submitted to HUD Summaries of federal and state grant funding opportunities and recommendations to the County 	
Quarter 4 April 1, 2025 – June 30, 2025	<ul style="list-style-type: none"> Policy and legislative analysis of Governor's revised state budget Summaries of federal and state grant funding opportunities and recommendations to the County 	\$15,000
Total Period 4		\$75,000

Period 5	Deliverables per Quarter	Fees
Quarter 1 July 1, 2025 – September 30, 2025	<ul style="list-style-type: none"> Policy and legislative analysis of approved state budget Schedule of activities and deadline for the completion of the CoC Program NOFO Draft answers for questions in the Collaborative Applicant application for the CoC Program Summaries of federal and state grant funding opportunities and recommendations to the County 	\$20,000
Quarter 2 October 1, 2025 – December 31, 2025	<ul style="list-style-type: none"> Policy and legislative analysis of proposed Federal budget Post CoC Program NOFO application evaluation and feedback identifying areas for improvement Summaries of federal and state grant funding opportunities and recommendations to the County 	\$20,000
Quarter 3 January 1, 2026 – March 31, 2026	<ul style="list-style-type: none"> Policy and legislative analysis of approved Federal budget Methodology and implementation framework for the planning of the 2026 Point In Time Count Analysis of Housing Inventory Chart and Point In Time as submitted to HUD Summaries of federal and state grant funding opportunities and recommendations to the County 	\$20,000
Quarter 4 April 1, 2026 – June 30, 2026	<ul style="list-style-type: none"> Policy and legislative analysis of Governor's revised state budget Summaries of federal and state grant funding opportunities and recommendations to the County 	\$15,000
Total Period 5		\$75,000

*Deliverables may be subject to change based on federal and state policy.

3. **Price Increase/Decreases:** No price increases will be permitted during the first period of the Contract. The County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to the County of Orange. The County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed.
4. **Firm Discount and Pricing Structure:** Contractor 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. Contractor 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.
5. **Contractor's Expense:** The Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.
6. **Payment Terms:** Invoices are to be submitted to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Vendor shall reference Contract number on invoice. Vendor shall submit quarterly invoices on the twentieth (20th) day of the last month in the quarter to the County. For example, in Quarter 1 (July 1 to September 30) the invoice is due to the County on September 20. 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 the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or 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 goods or services.

7. **Taxpayer ID Number:** The Contractor shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.
8. **Payment – Invoicing Instructions:** The Contractor will provide an invoice on the goods. The Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:
 - a. Contractor's name and address

- b. Contractor's remittance address
- c. Contractor's Taxpayer ID Number
- d. Name of County Agency/Department
- e. Delivery/service address
- f. Master Agreement (MA) or Purchase Order (PO) number
- g. Agency/Department's Account Number, if applicable
- h. Date of invoice
- i. Product/service description, quantity, and prices
- j. Sales tax, if applicable
- k. Freight/delivery charges, if applicable
- l. Total

The responsibility for providing acceptable invoices to County for payment rests with Contractor. Incomplete or incorrect invoices are not acceptable and shall be returned to Contractor.

Invoice and support documentation are to be forwarded to:

CEOcarecoordination@ocgov.com

9. **Payment (Electronic Funds Transfer)**

County offers Contractor the option of receiving payment directly to its bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT shall also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address shall need to be provided to County via an EFT Authorization Form. Contractor may request a form from the agency/department representative listed in the Contract.