

AMENDMENT ONE TO AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND
OLIVE CREST
FOR THE PROVISION OF
TRANSITIONAL HOUSING PLACEMENT PROGRAM SERVICES

THIS AMENDMENT ONE, made and entered into upon execution of all necessary signatures, is to that certain AGREEMENT Number CJB0419 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 OLIVE CREST, 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, 2019, COUNTY and CONTRACTOR entered into an Agreement for the provision of Transitional Housing Placement Program services, for the term of July 1, 2019, through June 30, 2022;

WHEREAS, COUNTY desires to renew the Agreement for an additional two-year term from July 1, 2022, through June 30, 2024;

WHEREAS, COUNTY desires to amend Paragraph 1, Subparagraph 9.4.2.3, and Paragraph 40 of the Agreement;

WHEREAS, COUNTY desires to add Paragraphs 45 and 46 to 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;

WHEREAS, such services are authorized and provided for pursuant to Welfare and Institutions Code Sections 16522 and 16522.1, Health and Safety Code Sections 1559.110 and 1559.115; 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, 2019, and terminate on June 30, 2024, unless earlier terminated pursuant to the provisions of Paragraph 42 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.”

2. Subparagraph 9.4.2.3 of the Agreement is hereby amended to read as follows:

"9.4.2.3 Civil Rights Contacts:

County Civil Rights Contact:

Orange County Social Services Agency

Program Integrity

Attn: Civil Rights Coordinator

P.O. Box 22001

Santa Ana, CA 92702-2001

Telephone: (714) 438-8877

State Civil Rights Contact:

California Department of Social Services

Civil Rights Bureau

P.O. Box 944243, M.S. 458-16-70

Sacramento, CA 94244-2430

Telephone: (916) 654-2107

Toll Free: (866) 741-6241

Federal Civil Rights Contact:

Office of Civil Rights

U.S. Department of Health and Human Services

~~Office of Civil Rights~~

~~50 U.N. Plaza, Room 322~~

90 7th Street, Suite 4-100

San Francisco, CA 94102

Customer Response Center: (800) 368-1019”

3. Paragraph 40-~~of Exhibit A~~ of the Agreement is hereby amended to read as follows:

“ 40. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS

40.1 CONTRACTOR shall be in compliance with Section 319 of Public Law 101-121 pursuant to ~~Title 31 USC Section 1352 and the guidelines with respect to those provisions set down by the Office of Management and Budget (OMB) and published in the Federal Register dated December 20, 1989, Volume 54, No. 243, pp. 52306-52332.~~Section 1352, Title 31, U.S. Code. Under these laws and regulations, it is mutually understood that any contract which utilizes federal monies in excess of \$100,000 must contain, and CONTRACTOR must certify compliance utilizing a form provided by ADMINISTRATOR that ~~cites~~includes the following: text below in Subparagraphs 40.1.1 – 40.1.1.4.

40.1.1 The ~~definitions and prohibitions contained in the clause at Federal Acquisition Regulation 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in Subparagraph B of this certification.~~

~~40.1.2 The offeror, by signing its offer, hereby~~undersigned certifies to the best of his or her knowledge and belief ~~as of December 23, 1989,~~ that:

40.1.~~2~~.1.1 No federal appropriated funds have been paid or will be paid, ~~by or on behalf of the undersigned,~~ to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress ~~on his or her behalf~~ in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any

federal contract, grant, loan or cooperative agreement;

- 40.1.2.1.2 If any funds other than federal appropriated funds ~~(including profit or fee received under a covered federal transaction)~~ have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress ~~on his or her behalf~~ in connection with this ~~solicitation~~ Agreement, grant, loan, or cooperative agreement, the ~~offeror~~ undersigned shall complete and submit ~~with its offer, OMB standard form~~ Standard Form-LLL, “Disclosure ~~of~~ Form to Report Lobbying ~~Activities, to the Contracting Officer; and,~~” in accordance with its instructions.
- 40.1.2.3 ~~He or she will include~~ 1.3 The undersigned shall require that the language of this certification be included in the award documents for all ~~subcontract awards~~ subawards at ~~any tier~~ all tiers (including subcontracts, subgrants, and ~~require that all recipients of subcontract awards in excess of \$100,000~~ contracts under grants loans and cooperative agreements) and that subrecipients shall certify and disclose accordingly.
- 40.1.3 ~~1.4~~ This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification ~~and disclosure~~ is a prerequisite for making or entering into this ~~Agreement~~ transaction imposed by Section 1352, Title 31, ~~USC~~ U.S. Code. Any person who ~~makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision,~~ the required certification shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.”

4. Paragraph 45 is hereby added to the Agreement to read as follows:

“45. SERVICES DURING EMERGENCY AND/OR DISASTER

- 45.1 CONTRACTOR acknowledges that service usage may surge during or after an emergency or disaster. For purposes of this Agreement, an emergency is defined as a sudden, urgent, usually unexpected occurrence or event requiring immediate action to protect the health and well-being of COUNTY residents. A disaster is defined as an occurrence that has resulted in property damage, deaths, and/or injuries to a community. Emergencies and/or disasters as described above may require resources or support beyond the local government’s capability and will typically involve a proclamation of a local emergency by the local governing body (e.g., city council, county board of supervisors, or state) and may be declared at the federal level by the President of the United States.
- 45.2 CONTRACTOR agrees to collaborate with COUNTY, on an urgent basis, to adjust service delivery in a manner that assists COUNTY in meeting the needs of clients COUNTY identifies as being impacted by emergencies and/or disasters. Time limited adjustments may include, but are not limited to: providing services at different location(s), assigning staff to work days or hours beyond typical work schedules or that may exceed contracted Full Time Equivalents (FTEs), reassigning staff to an assignment in which their experience or skill is needed, and prioritizing services for staff as requested by COUNTY.
- 45.3 CONTRACTOR shall service COUNTY during emergencies and/or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. ~~With the exception of overtime hours which require pre authorization, reimbursement of ordinary expenditures provided during or after an emergency/disaster shall be calculated by the same rates that apply during non-emergency/disaster conditions.~~ Additionally, any costs to continue services to clients during an emergency and/or disaster shall be incurred by the Contractor. These costs may include, but are not limited to: Personal Protective Equipment or other supplies necessary to conduct business during an emergency and/or disaster.”

5. Paragraph 46 is hereby added to the Agreement to read as follows:

“46. COOPERATIVE AGREEMENT

46.1 The provisions and pricing of this Agreement will be extended to other California local or state governmental entities. Governmental entities wishing to use this Agreement will be responsible for issuing their own purchase documents/price agreements, providing for their own acceptance, and making any subsequent payments. CONTRACTOR shall be required to include in any Contract entered into with another agency or entity that is entered into as an extension of this Agreement a contract clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this Agreement. Failure to do so will be considered a material breach of this Agreement and grounds for immediate contract termination. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. CONTRACTOR is responsible for providing each cooperative entity a copy of the Agreement upon request by the cooperative entity. The County of Orange makes no guarantee of usage by other users of this Agreement.

46.2 The CONTRACTOR shall be required to maintain a list of the cooperative entities using this Agreement. The list shall report dollar volumes spent annually and shall be provided on an annual basis to the COUNTY, at the COUNTY’s request.”

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

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment One to Agreement dated July 1, 2019 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: OLIVE CREST

_____	_____
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:

_____	Deputy Purchasing Agent
Print Name	Title
_____	_____
Signature	Date

APPROVED AS TO FORM
COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA

_____	_____
Print Name	Title
_____	_____
Signature	Date