

FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE COUNTY OF SHASTA AND NORTHERN CALIFORNIA YOUTH AND FAMILY PROGRAMS

This First Amendment is entered into between the County of Shasta, through its Health and Human Services Agency (“HHS”), Behavioral Health and Social Services Branch (“County”), a political subdivision of the State of California, and Northern California Youth and Family Programs, a California corporation (“Consultant”) (collectively, the “Parties” and individually a “Party”) for the purpose of providing transitional housing and housing navigation services to youth.

RECITALS

WHEREAS, County and Consultant have previously entered into an agreement on June 8, 2021 to provide transitional housing and housing navigation services to youth. (“Original Agreement”); and

WHEREAS, County and Consultant desire to amend the Agreement to increase the compensation by \$61,600, for a new maximum compensation of \$158,400, update the budget to incorporate these additional funds and extend the term of the agreement to June 30, 2024. (“First Amendment”); and

WHEREAS, the Original Agreement and the First Amendment are collectively referred to as the “Agreement.”

NOW, THEREFORE, the Agreement is amended as follows:

I. Section 4. COMPENSATION of the Agreement is amended as of the effective date of this First Amendment in its entirety to read as follows:

Section 4. COMPENSATION.

- A. Consultant shall be paid via electronic invoice payment; automated clearing house (“ACH”), County credit card, or Commerce Bank virtual card. ACH payments require submission of the completed Auditor-Controller ACH/Direct Deposit authorization form within five days of execution of this agreement.
- B. In accordance with the budget, herein attached and incorporated has **EXHIBIT C-1** of this agreement, County shall pay to Consultant a maximum of \$158,400 for all reasonable and necessary costs in accordance with applicable Circulars of the Office of Management and Budget (“OMB”) of the Executive Office of the President of the United States, for satisfactorily providing services pursuant to this agreement.

- C. In no event shall the maximum amount payable under this agreement exceed \$158,400.
- D. County will not compensate Consultant for direct or indirect costs exceeding budget line items unless prior written permission from County to exceed the particular budget line item has been received by Consultant. Consultant may make line item shifts within a Budget Category with County approval as long as the adjustment, in aggregate, does not exceed 10 percent of the Budget Category total and does not cause an increase to the maximum amount payable under this Agreement. The HHS Director, or Branch Director, must provide prior written approval by way of an amendment to this Agreement pursuant to Section 8.B. for budget adjustments which are (1) in excess of 10 percent of the total Budget Category and do not cause an increase to the maximum amount payable under this Agreement, or (2) across existing Budget Categories.
- E. Consultant's violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of agreement.

II. Section 6. TERM OF AGREEMENT of the Agreement is amended as of the effective date of this First Amendment in its entirety to read as follows:

Section 6. TERM OF AGREEMENT.

This agreement shall commence as of the last date it has been signed by both Parties and shall end June 30, 2024. Notwithstanding the foregoing, County shall not be obligated for payments hereunder for any future County fiscal year unless or until County's Board of Supervisors appropriates funds for this agreement in County's budget for that County fiscal year. In the event that funds are not appropriated for this agreement, then this agreement shall end as of June 30 of the last County fiscal year for which funds for this agreement were appropriated. For the purposes of this agreement, the County fiscal year commences on July 1 and ends on June 30 of the following year. County shall notify Consultant in writing of such non-appropriation at the earliest possible date.

III. **EXHIBIT C-1** is attached to this First Amendment and is effective as of the effective date of this First Amendment through June 30, 2024. **EXHIBIT C** attached to the Original Agreement shall remain in effect between June 8, 2021 and the day before the effective date of this First Amendment.

IV. **REAFFIRMATION**

In all other respects, the Agreement, as amended, and any attachments, remains in full force and effect.

V. **ENTIRE AGREEMENT**

The Agreement, as amended, and any attachments, constitute the entire understanding between County and Consultant.

VI. **EFFECTIVE DATE**

Unless otherwise provided, this First Amendment shall be deemed effective as of the last date it is signed by both Parties.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment to the Agreement. By their signatures below, each signatory represents that he/she has the authority to execute this First Amendment and to bind the Party on whose behalf his/her execution is made.

COUNTY OF SHASTA

Date: _____

PATRICK JONES, CHAIRMAN
Board of Supervisors
County of Shasta
State of California

MARY WILLIAMS
Acting Clerk of the Board of Supervisors


By: _____
Deputy

Approved as to form:
RUBIN E. CRUSE, JR
County Counsel

By: 
DocuSigned by:
B5E34EBA52EA404...
Name: Alan Cox


Date: 02/06/2023 | 9:55 AM PST
Title: Senior Deputy County Counsel

RISK MANAGEMENT APPROVAL

By: 
DocuSigned by:
0DBC25FD751A456...
Name: James Johnson

Date: 02/02/2023 | 12:38 PM PST
Title: Risk Management Analyst III

CONSULTANT

By: 
DocuSigned by:
9B75290FCDDA4DE...
Name: Eve Nash

Date: 02/02/2023 | 11:36 AM PST
Title: Executive Director

Tax I.D.#: On File

Exhibit C-1

**Northern California Youth & Family Programs
BUDGET**

Shasta County Health & Human Services Agency
1313 Yuba Street
Redding, CA 96001

Northern California Youth & Family
2577 California Park Dr
Chico, CA 95928

Multi-Year Service Budgets

Budget Category	Budget Period 6/21-6/22	Budget Period 7/22-6/23	Budget Period 7/23-6/24	Total Budgeted Costs
Personnel/Position	FTE			
Caseworkers	0.5	12,990.00	16,160.00	20,180.00
				49,330.00
				0.00
				0.00
				0.00
				0.00
Fringe Benefits		2,850.00		2,850.00
Total Salary and Benefits		15,840.00	16,160.00	20,180.00
Operating Expenses				
Travel		970.00	6,100.00	7,200.00
Program Expenses		41,270.00	27,460.00	23,220.00
(OTHER - Please Specify)				91,950.00
(OTHER - Please Specify)				0.00
				0.00
Total Operating Expenses		42,240.00	33,560.00	30,420.00
Other Expenses				
Capital Assets				0.00
(OTHER - Please Specify)				0.00
(OTHER - Please Specify)				0.00
Total Other Expenses		0.00	0.00	0.00
Total Expenses		58,080.00	49,720.00	50,600.00
Administrative Cost				
(Not to exceed 10% of wages)				
Totals		\$58,080.00	\$49,720.00	\$50,600.00
				\$158,400.00