

Amendment Number One
to
MA-012-26010230
Between
County of Orange
And
Orange County Business Council
For
Workforce Consultancy Services

This **AMENDMENT** Number One to Contract MA-012-26010230 (hereinafter referred to as "**Amendment Number One**") is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California ("**County**") and Orange County Business Council ("**Contractor**"), D-U-N-S No. 116296799, UEI No. ZBETAYMENYK8, a California Nonprofit Corporation, with a place of business at 2 Park Plaza, Suite 100, Irvine, CA 92614, with County and Contractor sometimes individually referred to as "**Party**" or collectively referred to as "**Parties**".

Recitals

WHEREAS, Congress has enacted the "Workforce Investment Act of 1998," subsequently reauthorized on July 22, 2014 as the Workforce Innovation and Opportunity Act ("**WIOA**"), hereinafter referred to as "**The Act**," to provide workforce innovation activities, through statewide and local workforce investment systems, that increase employment, retention and earnings of participants, and increase occupational skill attainment by participants, and, as a result, improve the quality of the workforce and enhance the productivity and competitiveness of the Nation; and

WHEREAS, County and Contractor accepts the State of California Employment Development Department Workforce Services Directive dated February 13, 2020, Number WSD20-01; and

WHEREAS, County, acting as the Administrator of the Act funds, is empowered to make a portion of the funds available pursuant to the Act ("**Grant Funds**") to Contractor, for the purpose of implementing the provisions of the Act; and

WHEREAS, County solicited Contract for Workforce Consultancy Services as set forth herein, and Contractor represented that it is qualified to provide Workforce Consultancy Services to the County as further set forth here; and,

WHEREAS, Contractor and County are entered into this Contract for Workforce Consultancy Services; and,

WHEREAS, the County Board of Supervisors authorized the Procurement Officer or designee to enter into a Contract for Workforce Consultancy Services with the Contractor to carry out certain program services and activities within Fiscal Years 2025-2026; and,

WHEREAS, County and Contractor entered into Contract MA-012-26010230 for Workforce Consultancy Services, effective November 18, 2025, through June 30, 2026, under a firm fixed fee/cost reimbursement usage Contract in the Not-to-Exceed Amount of \$250,720.00, (“**Contract**”); and,

WHEREAS, the County now desires to amend Attachment A, Scope of Services, Section 13 – Deliverables; and

WHEREAS, the County now desires to amend Attachment B, Payment and Compensation, to ensure that all standardized human services processes are fully aligned with applicable federal, state, local, and funding-source-specific requirements; and

WHEREAS, the County now desires to amend Attachment C, Budget Schedule, to ensure that all standardized human services processes are fully aligned with applicable federal, state, local, and funding-source-specific requirements; and

WHEREAS, the County now desires to amend Attachment D, Staffing Plan, to revise dates to reflect the renewal period; and

WHEREAS, the County now desires to amend Attachment E, Performance Measures, to revise dates to reflect the renewal period and to revise the Performance Metrics Table; and

WHEREAS, the County now desires to amend Attachment F, Federal Award Identification Number, to revise dates to reflect the renewal period and to revise the FAIN Information Table; and

WHEREAS, the County now desires to amend Exhibit 5, OC Community Resources Contract Reimbursement Policy, to remove the Exhibit in its entirety to ensure that all standardized human services processes are fully aligned with applicable federal, state, local, and funding-source-specific requirements; and

WHEREAS, the Parties now desire to renew the Contract for one (1) year, effective July 1, 2026 through June 30, 2027, with a new annual Not-to-Exceed Amount of \$250,720.00 and a cumulative contract total of \$501,440.00; and,

NOW THEREFORE, the Parties agree as follows:

1. Article 2 of the Contract ("Term of Contract") is hereby amended to renew the Contract for one-year effective July 1, 2026 through June 30, 2027, unless otherwise terminated according to the terms of the Contract.

2. Attachment A, Scope of Services, Section 13 – Deliverables, shall be amended to add the following deliverable dates for the period July 1, 2026 through June 30, 2027:

Deliverable	Due Date
1. Organizational Chart with contact information	July 31, 2026
2. Partner List	July 31, 2026
3. Invoices	By the 15 th of each month for preceding month

3. **Attachment B, Payment and Compensation, is hereby replaced in its entirety with Attachment B-1, Payment and Compensation.**

4. **Attachment C, Budget Schedule, is hereby replaced in its entirety with Attachment C-1, Budget Schedule.**

5. **Attachment D, Staffing Plan, is hereby replaced in its entirety with Attachment D-1, Staffing Plan.**

6. **Attachment E, Performance Measures, is hereby replaced in its entirety with Attachment E-1, Performance Measures.**

5. **Attachment F, Federal Award Identification Number, is hereby replaced in its entirety with Attachment F-1, Federal Award Identification Number.**

6. **Exhibit 5, OC Community Resources Contract Reimbursement Policy, is hereby replaced in its entirety.**

7. **All other terms and conditions in this Contract shall remain unchanged and with full force and effect.**

SIGNATURE PAGE


IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on the date following their respective signatures


Orange County Business Council

If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth.

- The first corporate officer signature must be one of the following: 1) Chairman of the Board, 2) President, 3) Vice President; and
- The second corporate officer signature must be one of the following: 1) Secretary, 2) Assistant Secretary, 3) Chief Financial Officer, 4) Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

<small>DocuSigned by:</small>			
	Jeff Ball	President	4/14/2026
<small>B5908AA44C2E4D9...</small>			
Signature	Name	Title	Date

<small>Signed by:</small>			
	Frank McEnulty	Chief Financial Officer	4/14/2026
<small>E159AC3454B2453...</small>			
Signature	Name	Title	Date

COUNTY OF ORANGE, a political subdivision of the State of California

COUNTY AUTHORIZED SIGNATURE:

	Chad Ward	Deputy Procurement Agent	
Signature	Name	Title	Date

Approved as to form:
Office of the County Counsel

<small>DocuSigned by:</small>			
	John Cleveland	Deputy	4/14/2026
<small>C1711D9966EE41B...</small>			
Signature	Name	Title	Date

**ATTACHMENT B-1
PAYMENT AND COMPENSATION**

I. COMPENSATION

This is a cost reimbursement Contract between the County and the Contractor for up to \$250,720.00 (beginning November 18, 2025, through June 30, 2026) and \$250,720.00 (July 1, 2026 through June 30, 2027). The Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration 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 County shall have no obligation to pay any sum in excess of the total Contract amount specified unless authorized by an amendment in accordance with Paragraphs C and P of the County's General Terms and Conditions.

II. BUDGETS

- A. Detailed Budget: Upon approval by the Orange County Board of Supervisors and/or the County – but prior to submission of invoices, a detailed budget must be submitted to the County for approval. Budget templates will be provided by the County through the assigned Box Folder. Invoices shall be submitted based upon these detailed budgets.
- B. Budget revisions are changes made to the budget line items on Attachment C.
 - 1) Budget revisions initiated by Contractor must be limited to no more than two (2) times per program, per Fiscal Year.
 - 2) Budget revisions requests initiated by Contractor must be submitted no later than 60 days before the end of the contract term.
- C. Budget modifications are changes made to the detailed budget.
 - 1) Budget modifications initiated by Contractor must be limited to no more than three (3) times per program, per Fiscal Year.
 - 2) Budget modification requests are approved based on County discretion.
- D. Contractor must include a justification narrative specifying the purpose of the revision or modification.
- E. All additional budget revision and budget modification requests initiated by Contractor may be denied. Special consideration may be given for extenuating circumstances, but approval is not guaranteed.

III. PAYMENT TERMS

Invoices are to be submitted in arrears to the user agency/department. An invoice for the reimbursement of costs shall be submitted as specified below upon the completion of the services/activities and approval of the County. Payment shall be made within thirty (30) days after receipt of a properly

prepared invoice in a format acceptable to the County. All invoices shall be verified and approved by County prior to payment and processed in accordance with the County's routine procedures. The responsibility for providing an acceptable invoice rests with the Contractor.

Billing shall cover services not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for services not provided or when services do not meet the Contract requirements.

Payments made by the County shall not preclude the rights 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 services.

If costs are disputed and/or disallowed, the County will make a partial payment to recoup disputed/disallowed monies in the following billing cycle and/or Contractor will reimburse the County for disputed/disallowed monies in one lump sum upon identification of the disputed/disallowed costs.

IV. INVOICING INSTRUCTIONS

- A. Contractor shall submit an invoice(s) and other substantiating reports as County may require, all in a form satisfactory to County, by the fifteenth (15th) day of each month. If the 15th falls on a weekend or holiday, the invoice/data report is due on the next business day. If Contractor receives funds pursuant to this Contract for more than one program or Service Area, each such program or Service Area shall be invoiced separately from all other programs or Service Areas, and separate substantiating reports shall be submitted for each program or Service Area, unless otherwise approved by County. County shall make monthly payments based on Contractor's data, invoice(s), and substantiating reports, unless otherwise approved by County.
- B. In cases where errors or Disallowed costs are identified by County, County will return invoice(s) for revision. Contractor must resubmit revised invoice(s) within five (5) business days of notification from County, excluding the 11th month invoice and 12th month close-out invoice.
- C. No payments will be made if any preceding months' invoices are outstanding, unless otherwise approved by the County.
- D. No payments will be made for costs incurred by Contractor which are determined to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award. (2 CFR Part 200.31 and 45 CFR 75.2)
- E. Whenever Contractor is not in compliance with any provision of this Contract, County may withhold payment until such time as Contractor comes into compliance.
- F. Any late submission for the 1st through 10th invoices will result in technical assistance finding during program monitoring.

V. CLOSE-OUTS

- A. The 11th month invoice is due on the 10th of the 12th month of the contract without exception. In cases of returned invoices due to errors or Disallowed costs, Contractor must resubmit revised invoice(s) within two (2) business days of notification from County.
- B. The 12th month close-out invoice is due on the 10th of month following the end of the contract term, without exceptions. In cases of returned invoices due to errors or disallowed costs, Contractor must resubmit revised invoice(s) within two (2) business days of notification from County.
- C. Request for invoice revisions from the Contractor will only be allowed at the County's discretion.
- D. Contractor must submit the 12th month invoice estimates by the 10th of the 12th month of the contract. Estimates must be projected based on anticipated actual expenditure.
- E. Any late submission for the 11th and 12th month invoices will result in a corrective monitoring finding, without any exceptions. All requests for late submissions or due date extensions will not be granted. A Corrective Action Plan (CAP) will be required to address this finding.

VI. FULL COMPENSATION

The Contractor agrees that the payment listed in this contract is the full amount they will receive. This payment covers all work, staff, and materials needed to complete the services, including any unexpected issues or difficulties that may arise. The Contractor accepts all risks related to the work and agrees to fulfill all responsibilities under this contract for that amount.

VII. CONTRIBUTIONS

- A. Contractor shall provide every participant the opportunity to voluntarily contribute toward the cost of the services provided under this Contract for the applicable programs. Contractor shall protect the privacy of each such contributor with respect to his or her contribution and shall not maintain individual records of contributions. No participant shall be denied a service because of unwillingness or inability to contribute towards the cost of said service.
- B. Contractor shall keep separate accounts of all contributions for services provided pursuant to this Contract. Contractor shall report on such contributions monthly to County in the format required by County.
- C. Contributions for services provided pursuant to this Contract shall be added to the funds provided to Contractor by County pursuant to this Contract and shall be used for the purposes and in accordance with the terms of this Contract.

**ATTACHMENT C-1
BUDGET SCHEDULE**

Orange County Business Council Consultancy Services

I. Contractor’s Budget (November 18, 2025 - June 30, 2026)

CONSULTING SERVICES – ADULT & DISLOCATED WORKER	
Labor Market Analysis*	\$75,000.00
Business Industry Assessments*	\$100,720.00
Workforce Indicators Reports*	\$75,000.00
Total Budgeted Costs	\$250,720.00

II. Contractor’s Budget (July 1, 2026 - June 30, 2027)

CONSULTING SERVICES – ADULT & DISLOCATED WORKER	
Labor Market Analysis*	\$75,000.00
Business Industry Assessments*	\$100,720.00
Workforce Indicators Reports*	\$75,000.00
Total Budgeted Costs	\$250,720.00

**Not to exceed*

The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of the Contractor’s Modified Total Direct Costs (MTDC) excluding in-kind contributions and nonexpendable equipment. Indirect costs shall not exceed 10% of the Contractor’s MTDC per funding category.

Modified Total Direct Cost (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, travel and up to the first \$25,000 of each Contractor’s subcontractor. MTDC excludes in-kind contributions, equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each Contractor’s subcontractor in excess of \$25,000. Other items may be excluded when necessary to avoid a serious inequity in the distribution of indirect costs as determined and approved by the County. [45 CFR 75.2].

Contractors requesting reimbursement for indirect costs exceeding the maximum ten percent (10%) shall retain on file an approved negotiated indirect cost rate or cost allocation plan.

Indirect costs must be classified within two broad categories: (1) “Facilities” and (2) “Administration.” “Facilities” is defined as depreciation on buildings, equipment and capital improvements, interest on debt associated with certain buildings, equipment, and capital improvements, and operations and maintenance expenses. “Administration” is defined as general administration and general expenses such as the director’s office, accounting, personnel, and all other types of expenditures not listed specifically under one of the subcategories of “Facilities” (including cross allocations from other pools, where applicable). [2 CFR 200.414(a)] [45 CFR 75.414(a)].

**ATTACHMENT D-1
STAFFING PLAN**

Orange County Business Council Consultancy Services

November 18, 2025 – June 30, 2026

Consultancy Services	
Title	FTE*
President & CEO	0.05
SVP & COO	0.10
CFO	0.10
Vice President	0.15
Business Initiatives Facilitator	0.15
Accounting Director	0.15
TOTAL	0.70

July 1, 2026 – June 30, 2027

Consultancy Services	
Title	FTE*
President & CEO	0.05
SVP & COO	0.10
CFO	0.10
Vice President	0.15
Business Initiatives Facilitator	0.15
Accounting Director	0.15
TOTAL	0.70

*1.00 FTE = Full-Time Equivalent

The substitution or addition of other key individuals in any given category or classification shall be allowed only with prior written pre-approval of the County Project Manager.

The Parties agree that the County has the right to require other or additional personnel to perform services under the Contract, as required. The specific individuals will be assigned based on the need and time of the service/class required. Assignment of additional key personnel shall be subject to County approval.

Listed below are subcontractor(s) anticipated by Contractor to perform services as specified in Attachment A. Substitution or addition of Contractor’s subcontractors in any given project function shall be allowed only with prior written approval of County’s Project Manager.

COMPANY NAME & ADDRESS	CONTACT NAME AND TELEPHONE NUMBER	PROJECT FUNCTION
Tech Coast Consulting Group	Dr. Wallace Walrod, 949-280-5492	Project Manager, Lead Researcher and Data Analyst

**ATTACHMENT E-1
PERFORMANCE**

Orange County Business Council Consultancy Services

November 18, 2025 – June 30, 2026

Performance Metrics	FY 2025-2026 Goal	Description
Labor Market Analysis	4 Analysis; 4 OCWDB Presentations, LMI Technical Assistance	Labor market analysis, labor market information reports for analysis, forecasting, dashboards, and presentations. Ongoing Labor Market Information Technical Assistance
Business Industry Assessments	4 Priority Industry Sectors 4 Alignment Planning Sessions	Industry Assessments in each of the County's 4 priority sectors: Healthcare, Manufacturing, IT, Hospitality Engage with at a minimum of 10 employers per sector via survey and/or focus group to collect input
Workforce Indicators Report	1 Comprehensive Report (draft due by March 2026) 3 Presentations	Measures the completion of a report that tracks key workforce statistics and indicators, such as employment rates, labor supply and demand for skills. Presentations, as decided by County.

July 1, 2026 – June 30, 2027

Performance Metrics	FY 2026-2027 Goal	Description
Labor Market Analysis	4 Analysis; 4 OCWDB Presentations, LMI Technical Assistance	Labor market analysis, labor market information reports for analysis, forecasting, dashboards, and presentations. Ongoing Labor Market Information Technical Assistance
Business Industry Assessments	4 Priority Industry Sectors 4 Alignment Planning Sessions	Industry Assessments in each of the County's 4 priority sectors: Healthcare, Manufacturing, IT, Hospitality Engage with at a minimum of 10 employers per sector via survey and/or focus group to collect input
Workforce Indicators Report	1 Comprehensive Report 3 Presentations	Measures the completion of a report that tracks key workforce statistics and indicators, such as employment rates, labor supply and demand for skills. Presentations, as decided by County.

**ATTACHMENT F-1
FEDERAL AWARD IDENTIFICATION INFORMATION**

Orange County Business Council Consultancy Services
July 1, 2026 – June 30, 2027

The General Program Requirements were designed to provide the framework where the Contractor will provide WIOA Consulting Services identified in this attachment.

I. GOVERNANCE

Contractor agrees to comply, remain informed, and deliver services consistent with the provisions of the Workforce Innovation and Opportunity Act (WIOA), County of Orange, Orange County Workforce Development Board (OCWDB) Policies, and Orange County Regional and Unified Local Plan.

Where local policy has not been set, Contractor agrees to adhere to state and/or federal policy, as appropriate.

II. GOVERNANCE REFERENCES

- A. Workforce Innovation and Opportunity Act
- B. Department of Labor, Employment and Training Administration, 20 CFR Part 652 et al. Workforce Innovation and Opportunity Act; Final Rules/WIOA 20 CFR Part 676, 677 and 678.
- C. Additional state and federal agencies that provide funding to the County of Orange/ OC Community Resources/OC Community Services/Workforce and Economic Development Division (WEDD) that may be incorporated herein.
- D. Information Bulletins, Directives and any other federal and state guidance documents pertaining to the WIOA.
- E. Actions, directives, policies and procedures issued by OC Community Resources/OC Community Services/Workforce and Economic Development Division (WEDD)/Orange County Workforce Development Board (OCWDB) or staff relevant to this Contract, specifically Management Information System (MIS) Policies and Procedures, Monitoring Guide Policy and Procedure, Audit Requirements Policy and Procedure, and Selective Service Policy and Procedure.
- F. County of Orange policies, as applicable.

- III.** In accordance with the requirements of 2 CFR 200.331 (Subrecipient and Contractor determination) and for the purpose of this Contract, Orange County Business Council is determined to be a Contractor.

IV. FEDERAL AWARD IDENTIFICATION

FAIN INFORMATION					
A.	Subrecipient Name:	Orange County Business Council			
B.	Subrecipient’s Unique Identifier (D-U-N-S):	116296799			
	Unique Entity Identifier	ZBETAYMENYK8			
C.	Federal Award Identification Number (FAIN):	See Table in F			
D.	Federal Award Date:	See Table in F			
E.	Subaward Period of Performance:	July 1, 2026 – June 30, 2027			
F.	Total Amount of Federal Funds Obligated by the Action:	\$250,720.00			
	CFDA	FAIN	Award Date	Formula Funds	Amount
	17.258	25A55AT000150	7/1/2025 - 6/30/2027	Adult	\$100,317.00
	17.258	TBD	TBD	Adult	\$10,000.00
	17.278	25A55AW000157	7/1/2025 - 6/30/2027	Dislocated Worker	\$120,403.00
	17.278	TBD	TBD	Dislocated Worker	\$20,000.00
	TOTAL:				\$250,720.00
G.	Total Amount of Federal Funds Obligated to the Subrecipient:	\$250,720.00			
H.	Total Amount of the Federal Award:	\$250,720.00			
I.	Federal Award Project Description:	Funding to provide WIOA consulting services.			
J.	Federal Awarding Agency:	Department of Labor Employment and Training Administration			
K.	Name of PTE:	Employment Development Department and County of Orange			
L.	Contact Information for the Awarding Official:	Nancy Cook, Director of Workforce & Economic Development Division			
	Phone Number:	(714) 480-6420			
	E-mail Address:	Nancy.Cook@occr.ocgov.com			
M.	CFDA Number:	See Title Page of Contract			
	CFDA Name:	See Title Page of Contract			
N.	Whether Award is R&D:	No			
O.	Indirect Cost Rate for the Federal Award:	10% administrative (indirect) cost(s) limitation			

