PRESENTATION (9:00 A.M.)

Chairwoman Bartlett will be presenting a resolution to Orange County Probation Department in honor of its 110th Anniversary

CONSENT

6. Revised Title to read:
   Health Care Agency - Approve amendment 3 to renew contract MA-042-16011547 with The Regents of the University of California, on behalf of UC Irvine Health for urinalysis laboratory testing services, 6/1/19 – 5/31/20 ($200,000; cumulative total $600,000 $800,000); renewable for one additional one-year term; and authorize County Procurement Officer or authorized Deputy to execute amendment – District 3

DISCUSSION

15. Revised Title to read:
   Sheriff-Coroner - Receive and file status report and approve continuance termination of local emergency declaration related to 2019 Winter Storm Events; and set review to determine need for continuing local emergency for 6/11/19, 9:30 a.m. and every 60 days thereafter until terminated - All Districts (Continued from 2/26/19, Item S45D)

17. Revised Title to read:
   Treasurer-Tax Collector - Approve retroactive amendment 2 to Bloomberg Datalicense (Per Security) Pricing Schedule of Services and extend agreement MA-074-16011321 with Bloomberg Finance L.P. for daily security market pricing, 4/1/19 - 3/31/21 ($24,000; new total $62,000); and authorize County Procurement Officer or authorized Deputy to execute amendment - All Districts (Continued Recommended Action Item 3 from 3/12/19, Item 17; 3/26/19, Item 26)

35. Continued to 5/7/19, 9:30 a.m.

39. Deleted

41. Revised Title to read:
   County Executive Office - Approve grant applications/awards submitted by OC Community Resources, OC Public Works, Health Care Agency and OC Waste and Recycling in 4/23/19 grant report and other actions as recommended – All Districts
47. Revised Title to read: **County Executive Office** - Approve subordinate contracts with Suddath Relocation Systems of California, Inc. and Rondeux Relocation Services, Inc. dba Penn Corporate Relocation for moving and related services, three-year term ($850,000 each); renewable for two additional one-year terms; and authorize County Procurement Officer or authorized Deputy to execute contracts – All Districts

THE FOLLOWING AGENDA ITEMS HAVE HAD CHANGES TO THEIR RECOMMENDED ACTIONS SINCE RELEASE OF THE AGENDA TO THE PUBLIC:

Items: 6, 7, 15, 17, 41 and 47

### Supplemental Item(s)

**S49A. Supervisor Do** – Orange County Parks Commission - Appoint Duy Tan Nguyen, Garden Grove, for term concurrent with 1st District Supervisor’s term of office

**S49B. Sheriff-Coroner** – Approve contract MA-060-19011528 with Praeses LLC for consultant services for inmate telephone system services, 4/23/19 – 4/22/20 ($275,000); renewable for four additional one-year terms; and authorize County Procurement Officer or authorized Deputy to execute contract – All Districts

S49C. **PUBLIC HEARING**

County Counsel - Pursuant to Government Code Section 7283.1, conduct public hearing regarding Transparent Review of Unjust Transfers and Holds (TRUTH) Act and receive and file information from County law enforcement departments regarding Immigration and Customs Enforcement’s access to individuals in 2018 – All Districts

**S49D. County Executive Office** - Approve lease agreement with UBS for office space for Assessor Department at 500 S. Main Street, Orange, 15 year term, 10/1/19 – 4/30/34; authorize Chief Real Estate Officer or designee to execute lease agreement and subsequent lease amendments for non-monetary and/or monetary changes under certain conditions; delegate Chief Real Estate Officer or designee ability to exercise three optional five-year options to extend term; authorize Auditor-Controller to increase Data System Development System Project budge control 038; and make California Environmental Quality Act and other findings – District 3

**S49E. Clerk of the Board** - Children and Families Commission, also known as First 5, Orange County - Approve selection of one individual to the Education Category (annual alternating category); one individual to the Education Category and one individual to the Health Category, for terms ending 3/31/21 - All Districts

**S49F. OC Community Resources** - Approve retroactive agreements with City of Placentia ($5,650,000) and City of Buena Park ($6,412,300) to facilitate a capital project to serve North Service Planning Area,
1/22/19 - 1/22/29; approve retroactive agreement with City of Laguna Beach to facilitate a capital project to serve South Service Planning Area, 1/22/19 - 4/30/21 ($544,000); approve contract with City of Laguna Beach for emergency services to South Service Planning Area, 5/1/19 - 4/30/21 ($365,000); approve contract with Kingdom Causes, Inc. dba City Net for emergency services to Central Service Planning Area, 5/1/19 - 4/30/20 ($350,000); approve contract with Mercy House Living Centers, Inc. for emergency services and rental assistance to South Service Planning Area, 5/1/19 - 4/30/21 ($638,980); approve contract with Family Assistance Ministries for emergency services countywide, 5/1/19 - 4/30/21 ($30,000); approve contract with Families Forward for emergency services and rental assistance countywide, 5/1/19 - 4/30/21 ($500,000); and authorize Director or designee to execute agreements and contracts and to exercise contingency cost increase not to exceed 10% of the first year amount of the contracts and make line item budget transfers under certain conditions - All Districts

SCS2. County Counsel - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Pursuant to Government Code Section 54956.9(d)(1):

SCS3. County Counsel - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Pursuant to Government Code Section 54956.9(d)(1):

SCS4. County Counsel - CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION - INITIATION OF LITIGATION - Pursuant to Government Code Section 54956.9(d)(4):
Number of Cases: Three Cases

SCS5. County Counsel - CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION – Pursuant to Government Code Section 54956.9(d)(1):
Name of Case: Shawn Carroll, et al. v. County of Orange, et al. USDC Case No. 8:19-cv-00614

SCS6. County Counsel - CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION – SIGNIFICANT EXPOSURE TO LITIGATION - Pursuant to Government Code Section 54956.9(d)(2):
Number of Cases: One Case
Revision to ASR and/or Attachments

Date: 04/16/2019
To: Clerk of the Board of Supervisors
CC: County Executive Office
From: Richard Sanchez, Agency Director, Health Care Agency
Re: ASR Control #: 19-000292, Meeting Date 04/23/2019 Agenda Item No. # 8
Subject: Renewal of Contract for Urinalysis Laboratory Testing Services

Explanation: The Health Care Agency would like to update the following:

☒ Revised Recommended Action(s)

Approve Amendment No. 3 to renew Contract with The Regents of the University of California, as described in Article IX, Section 9 of the California Constitution, on behalf of UC Irvine Health, for Urinalysis Laboratory Testing Services, under the same terms, conditions, pricing and scope of work, effective June 1, 2019, through May 31, 2020, renewable for an additional one-year period, in an amount not to exceed $200,000, for a revised cumulative total amount not to exceed $6800,000.

☐ Make modifications to the:
   ☐ Subject ☐ Background Information ☐ Summary

☐ Revised Attachments (attach revised attachment(s) and redlined copy(s))
The following is a status report on the Proclamation of Local Emergency Winter Storm Events issued with respect to storms beginning in mid-January 2019. A local emergency with respect to the storms was proclaimed on February 20, 2019, and the proclamation was ratified by the Board of Supervisors (Board) on February 26, 2019. On February 21, 2019, the Governor proclaimed a State of Emergency for the storm events, which began in January 2019 and included California Disaster Assistance Act aid in the proclamation. President Trump has not yet declared the January 2019 California Storm event as a Major Disaster. The President has 60 days to respond to the Governor’s request, which was submitted in mid-April 2019.

It is recommended that the February 20, 2019, Proclamation of Local Emergency be terminated by the Board as the situation from the storms has stabilized and the County and Operational Area jurisdictions is preparing to enter into a formal Public Assistance recovery process for the damage to local government infrastructure. Neither the state nor federal government has made Individual Assistance available to community members.

Orange County Operational Area (Operational Area) jurisdictions have been assessing damage related to the winter storm events, with estimates as of March 26, 2019, reaching $11.5 million in damage. The Orange County Sheriff-Coroner Department (Sheriff), Emergency Management Division (EMD) and Orange County Public Works (OCPW) coordinated the escort of preliminary damage assessment teams from state and federal agencies to assess and validate these damage claims.

Within the original Proclamation of Local Emergency, the County of Orange (County) requested the governor proclaim a State of Emergency and make all relevant funds available to the County and all eligible organizations. The County also requested that the governor request the President of the United States to make a Presidential declaration of emergency for the County, and make all relevant funds available including but not limited to California Disaster Assistance Act funds, State Private Nonprofit Organization Assistance Program funds, Stafford Act, Federal Highways Administration funds and the Small Business Administration funding.

With the availability of the California Disaster Assistance Act aid and the possibility of Federal Emergency Management Agency Public Assistance Program, EMD and OC PW will engage in the formal Disaster Recovery process and coordinate with all eligible local government entities and aid programs. The County does not yet have specifics on the categories of assistance that may be eligible for reimbursement. Further updates on this disaster response and recovery will be made through the County Emergency Management Council and Operational Area Executive Board.
The Recommended Action is as follows:

End the local emergency proclaimed February 20, 2019, which was ratified by this Board on February 26, 2019, in accordance with Government Code section 8630.

cc:  County Executive Officer Frank Kim  
     Clerk of the Board Robin Stieler  
     Director Donna Boston, Emergency Management Services Division  
     Commander Dave Sawyer, Field Operations Command  
     Director Shane Silsby, OC Public Works  
     Applicant Agent Lorena Shingary, OC Public Works
Revision to ASR and/or Attachments

Date: 4/9/2019
To: Clerk of the Board of Supervisors
CC: County Executive Office
From: Shari Freidenrich
Re: ASR Control #: 19-000211, Meeting Date 4/23/2019, Item No. # 17
Subject: Amend Two Agreements with Bloomberg Finance L.P. for Investment Services

Explanation:

ASR was delayed due to negotiations with Bloomberg Finance L.P. on contract language. Bloomberg accepted County language and signed the Amendment, so item can now be approved by the Board.

☑ Revised Recommended Action(s)

Authorize the County Procurement Officer or authorized Deputy to execute Retroactive Amendment to Bloomberg Datalicense (Per Security) Pricing Schedule of Services and extend the Agreement MA-074-16011321 with Bloomberg Finance L.P. to provide daily security market pricing for an amount not-to-exceed $24,000 commencing April 1, 2019, through March 31, 2021, for a revised cumulative agreement amount not-to-exceed $62,000.

☑ Make modifications to the:
   ☑ Subject   ☐ Background Information    ☑ Summary    ☐ Financial Impact

Change the Subject to: Retroactively Amend Agreement with Bloomberg Finance L.P. for Pricing Services. Summary: Add retroactively as the first word in the summary.

☑ Revised Attachments (attach revised attachment(s) and redlined copy(s))
Remove Attachment F - Bloomberg Per Security Datalicense Pricing Amendment No. 2 to MA-074-16011321. Replace Attachment H - Amendment to MA-074-16011321 with Attachment H - Amendment to Bloomberg Datalicense (Per Security) Pricing Schedule of Services.
AMENDMENT TO BLOOMBERG DATALICENSE (PER SECURITY) PRICING SCHEDULE OF SERVICES

This is an Amendment (the "Amendment") to the Bloomberg Datalicense (Per Security) Pricing Schedule of Services under Order No. 23453240 (the "Schedule") to the Bloomberg Per Security Datalicense Agreement No. 2988996 (the "Agreement"), of even date, between Bloomberg Finance L.P., a Delaware limited partnership ("Licensor") and COUNTY OF ORANGE ("Licensee"). Capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Agreement or Schedule, as applicable.

For good and valuable consideration, the receipt of which hereby is acknowledged, the parties agree to modify the terms of the Schedule as follows:

1. Paragraph 2: Delete the first sentence of paragraph 2 and replace with the following sentence:
   "The term of this Schedule shall commence on April 1, 2019 and shall remain in full force and effect through March 31, 2021 (the "Schedule Term")."

2. The charges payable under the Schedule for the Schedule Term of the Schedule shall be calculated at the rates set forth in the Fee Appendix attached to this Amendment and payable upon presentation of an invoice to Licensee.

Each party represents that the person signing on its behalf has the legal right and authority to execute, enter into and bind such party to the commitments and obligations set forth herein.

Except as set forth in this Amendment, the Schedule shall remain unchanged and in full force and effect.

Agreed to by:
COUNTY OF ORANGE
Company Name

Agreed to by:
BLOOMBERG FINANCE L.P.
By: BLOOMBERG (GP) FINANCE LLC,
General Partner

Signature (Duly authorized signatory, officer, partner or proprietor)

Name (Please type or print)

Title (Please type or print)

Date

Signature of Authorized Signature

April 8 2019

Date

The following are trademarks and service marks of Bloomberg Finance L.P., a Delaware limited partnership, or its subsidiaries: BLOOMBERG, BLOOMBERG ANYWHERE, BLOOMBERG MARKETS, BLOOMBERG NEWS, BLOOMBERG PROFESSIONAL, BLOOMBERG TERMINAL, and BLOOMBERG.COM. Absence of any trademark or service mark from this list does not waive Bloomberg’s intellectual property rights in that that name, mark or logo. All rights reserved.

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

By __________ __________
Deputy
Date 4-8-2019

Account: 30029047 Agreement: 2988996 Order: 24545133 DT: 400 Ct: BLP Pg 1 of 3 MDSAm+ 12/20/17
### Monthly Unique Security Charges

<table>
<thead>
<tr>
<th>Asset Type</th>
<th>Security Master and Packaged</th>
<th>Corporate Actions*</th>
<th>End of Day Derived1</th>
<th>End of Day Pricing$</th>
<th>Corporate Structure*</th>
<th>Capital Structure2</th>
<th>Regulatory &amp; Compliance3</th>
<th>Fundamentals</th>
<th>Estimates</th>
<th>MIFR*</th>
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<tbody>
<tr>
<td>Corporate, Preferred, Money Market</td>
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<td>$0.71</td>
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<td>$0.71</td>
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<td>$2.61</td>
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<td>Syndicated Loans</td>
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<td>Economic Statistics</td>
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<td>Curve Tenor</td>
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### Historical Data

<table>
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<tr>
<th>Data Type</th>
<th>Monthly Unique Security Charge</th>
<th>Monthly Maintenance Security Charge</th>
<th>Access Fee</th>
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<td>Historical Time Series Fields or End of Day Historical Requests</td>
<td>$26.13 per curve tenor $3.14 for fixed income or equities</td>
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<td>$4.18 per curve tenor $0.52 for fixed income or equities</td>
<td>$0.03 for fixed income and each curve tenor $0.01 for equities</td>
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</table>

*Curve Tenor history is available for prior twelve (12) months only; additional history is available subject to additional fees. Please contact Licensee for fee quote.*

1 The Monthly Unique Security Charges shown in the table above for Corporate Actions, End of Day Derived, and MIFR fields reflect only the incremental differences above the price to be paid for the underlying Security Master fields.

2 The Monthly Unique Security Charges shown in the table above for Capital Structure and Regulatory & Compliance fields reflect only the incremental differences above the price to be paid for the underlying Corporate Structure fields.

3 The Monthly Unique Security Charges for Intraday Derived and Intraday Pricing requests for each Asset Type are $0.10 higher than the Monthly Unique Security Charges shown in the table above for, respectively, End of Day Derived and End of Day Pricing requests of the corresponding Asset Type, except for (i) Intraday Derived requests for the ABS, CMO, CMBS, Whole Loan Asset Type, which are $0.11 higher than the Monthly Unique Security Charges shown in the table above for End of Day Derived requests for such Asset Type and (ii) Intraday Derived and Intraday Pricing requests for the Curve Tenor Asset Type, which are equal to the Monthly Unique Security Charges shown in the table above for, respectively, End of Day Derived and End of Day Pricing requests for such Asset Type.

The Access Fee is $0.01 for all products, except as follows:

- Intraday Pricing and Snapshot (Corporate, Preferred, Money Market; US Government; Sovereign/Supranational/Agency; Syndicated Loans; US Municipals; ABS, CMO, CMBS, Whole Loan; Agency Pools and TBAs) for which the Access Fee is $0.03, and
- Intraday Derived (Corporate, Preferred, Money Market; US Government; Sovereign/Supranational/Agency; Syndicated Loans; US Municipals; ABS, CMO, CMBS, Whole Loan; Agency Pools and TBAs; Equity and Equity Indices; Options/Futures/FX/Warrants and Funds) for which the Access Fee is $0.03, and
**Fee Appendix Terms**

1) **Optimization.** Licensor may give Licensee the benefit of reducing and/or re-allocating certain fees payable under the Schedule if Licensee and/or any affiliate of Licensee in the same Licensor firm number request the same Data for use in the Division specified in the Schedule ("Optimization"). Licensee acknowledges that any Optimization shall be subject to and in accordance with Licensor’s standard practices, and that Optimization may not apply to all types of Data. Licensee shall notify Licensor in writing if it does not wish to participate in Optimization for the Schedule, in which event Licensee may thereafter participate in Optimization only on renewal of the Schedule with no less than sixty (60) days' prior written notice to Licensor.

2) **Refresh Charges.** If Licensee requests Data from an Applicable Data Category (defined below) for a security and does not request such Data in three separate months during the following eleven-month period, Licensee shall be responsible to pay the Monthly Unique Security Charge for such Data as if Licensee had requested such Data in three separate months (the "Refresh Charges"). Licensor may give Licensee the benefit of reducing the Refresh Charges to account for natural turnover in Licensee’s portfolios pursuant to its standard practices. "Applicable Data Category" shall mean Security Master, Corporate Structure, Capital Structure, Regulatory & Compliance, MiFIR and any new Data category as may be added by Licensor from time to time. If the Schedule is terminated or not renewed for any reason, Licensee shall be responsible for 50% of the Refresh Charges that would have otherwise become payable after the termination date.

Paragraphs 1 and 2 above shall not apply in determining fees owed by Licensee in connection with use of the Data by Licensee on behalf of, or redistribution of the Data or Resultant Data by Licensee to, any third party, to the extent such rights have been granted under any documentation between Licensor and Licensee.
Continuation or Deletion Request

Date: April 17, 2019
To: Clerk of the Board of Supervisors
From: Barry A. Rondinella, Airport Director, John Wayne Airport
Re: ASR Control #: 19-000429, Meeting Date 4/23/19  Agenda Item No. # 35
Subject: Adopt Resolutions for EIR 627 and General Aviation Improvement Program

☑ Request to continue Agenda Item No. # 35 to the May 7, 2019 Board Meeting.

Comments:

☐ Request deletion of Agenda Item No. #

Comments:
Continuation or Deletion Request

Date: April 17, 2019
To: Clerk of the Board of Supervisors
From: Frank Kim, County Executive Officer
Re: ASR Control #: 18-001216, Meeting Date 04/23/19 Agenda Item No. # 39
Subject: Fourth Amendment to Orange County Fire Authority Joint Powers Agreement

☐ Request to continue Agenda Item No. # _____ to the _____ Board Meeting.

Comments:

☐ Request deletion of Agenda Item No. # 39

Comments: The Fourth Amendment to the Orange County Fire Authority (OCFA) Joint Powers Agreement took effect following approval by at least 2/3 of OCFA members. Thus, approval of the Fourth Amendment by the County of Orange is no longer necessary and the County Executive Office is deleting the item.
AGENDA STAFF REPORT

MEETING DATE: 04/23/19
LEGAL ENTITY TAKING ACTION: Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S): All Districts
SUBMITTING AGENCY/DEPARTMENT: County Executive Office (Approved)
DEPARTMENT CONTACT PERSON(S): Peter DeMarco (714) 834-5777
Cynthia Shintaku (714) 834-7086

SUBJECT: Grant Applications/Awards Report

<table>
<thead>
<tr>
<th>CEO CONCUR</th>
<th>COUNTY COUNSEL REVIEW</th>
<th>CLERK OF THE BOARD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Concur</td>
<td>No Legal Objection</td>
<td>Discussion</td>
</tr>
<tr>
<td>Budgeted:</td>
<td>Current Year Cost: N/A</td>
<td>3 Votes Board Majority</td>
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<tr>
<td>N/A</td>
<td>Annual Cost: N/A</td>
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<td>Staffing Impact: No</td>
<td># of Positions:</td>
<td>Sole Source: N/A</td>
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<tr>
<td>Current Fiscal Year Revenue: N/A</td>
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<td></td>
</tr>
<tr>
<td>Funding Source: N/A</td>
<td>County Audit in last 3 years: No</td>
<td></td>
</tr>
</tbody>
</table>

Prior Board Action: N/A

RECOMMENDED ACTION(S):
Approve grant applications/awards as proposed and other actions as recommended.

1. Approve Annual Recurring Grant Matrix – OC Community Resources – $180,941,931.
2. Approve Grant Award – OC Public Works – Statewide Grant Upgrade of the Flood Warning Systems in Southern California to ALERT 2 Capacity Project (3rd Round) – $180,000.
3. Approve Grant Application – Health Care Agency – Community Services Infrastructure Grant Program – $4,000,000.
5. Approve Grant Application – Health Care Agency – Lab Aspire Assistant District Fellowship – $30,000.
SUMMARY:
See the attached Grants Report.

BACKGROUND INFORMATION:
See the attached Grants Report.

FINANCIAL IMPACT:
N/A

STAFFING IMPACT:
N/A

ATTACHMENT(S):
Attachment A - Grants Report
County of Orange Report on Grant Applications/Awards

The Grants Report is a condensed list of grant requests by County Agencies/Departments that allows the Board of Supervisors to discuss and approve grant submittals in one motion at a Board meeting. County policy dictates that the Board of Supervisors must approve all grant applications prior to submittal to the grantor. This applies to grants of all amounts, as well as to new grants and those that have been received by the County for many years as part of an ongoing grant. Receipt of grants $50,000 or less is delegated to the County Executive Officer. Grant awards greater than $50,000 must be presented to the Board of Supervisors for receipt of funds. This report allows for better tracking of county grant requests, the success rate of our grants, and monitoring of County's grants activities. It also serves to inform Orange County's Sacramento and Washington, D.C. advocates of County grant activities involving the State or Federal Governments.

On April 23, 2019 the Board of Supervisors will consider the following actions:

RECOMMENDED ACTIONS

Approve grant applications/awards as proposed and other actions as recommended.

ACTION ITEMS

1. Approve Annual Recurring Grant Matrix – OC Community Resources – $180,941,931.

2. Approve Grant Award – OC Public Works – Statewide Grant Upgrade of the Flood Warning Systems in Southern California to ALERT 2 Capacity Project (3rd Round) – $180,000.

3. Approve Grant Application – Health Care Agency – Community Services Infrastructure Grant Program – $4,000,000.


5. Approve Grant Application – Health Care Agency – Lab Aspire Assistant District Fellowship – $30,000.


If you or your staff have any questions or require additional information on any of the items in this report, please contact Cynthia Shintaku at 714-834-7086.
CEO-Legislative Affairs Office  
Grant Authorization eForm  

**☐ GRANT APPLICATION / ☐ GRANT AWARD**

<table>
<thead>
<tr>
<th>Today's Date:</th>
<th>April 15, 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Requesting Agency/Department:</td>
<td>OC Community Resources</td>
</tr>
<tr>
<td>Grant Name and Project Title:</td>
<td>FY 2019-20 Annual Grants Matrix</td>
</tr>
<tr>
<td>Sponsoring Organization/Grant Source:</td>
<td>See attached Grants Matrix</td>
</tr>
<tr>
<td>Application Amount Requested:</td>
<td>$180,941,931</td>
</tr>
<tr>
<td>Application Due Date:</td>
<td>See attached Grants Matrix</td>
</tr>
<tr>
<td>Board Date when Board Approved this Application:</td>
<td>N/A</td>
</tr>
<tr>
<td>Awarded Funding Amount:</td>
<td>N/A</td>
</tr>
<tr>
<td>Notification Date of Funding Award:</td>
<td>N/A</td>
</tr>
<tr>
<td>Is this an Authorized Retroactive Grant Application/Award? (If yes, attach memo to CEO)</td>
<td>No</td>
</tr>
<tr>
<td>Recurrence of Grant</td>
<td>New ☐ Recurrent ☐ Other ☒ Explain: See Attached</td>
</tr>
<tr>
<td>If this is a recurring grant, please list the funding amount applied for and awarded in the past:</td>
<td>OC Community Resources' Grants Matrix for FY 2018-19 was approved by the Board of Supervisors on May 8, 2018.</td>
</tr>
<tr>
<td>Does this grant require CEQA findings?</td>
<td>Yes ☐ No ☒</td>
</tr>
<tr>
<td>What Type of Grant is this?</td>
<td>Competitive ☐ Other Type ☒ Explain: See attached Grants Matrix</td>
</tr>
<tr>
<td>County Match?</td>
<td>Yes ☐ Amount __________ or ______ %  No ☒</td>
</tr>
<tr>
<td>How will the County Match be Fulfilled?</td>
<td>See attached Grants Matrix</td>
</tr>
<tr>
<td>Will the grant/program create new part or full-time positions?</td>
<td>See attached Grants Matrix</td>
</tr>
<tr>
<td>Purpose of Grant Funds:</td>
<td>Provide a summary and brief background of why Board of Supervisors why should accept this grant application/award, and how the grant will be implemented.</td>
</tr>
<tr>
<td>See attached Grants Matrix for specific grant-related information.</td>
<td></td>
</tr>
<tr>
<td>Board Resolution Required?</td>
<td>Yes ☐ No ☒</td>
</tr>
<tr>
<td>(Please attach document to eForm)</td>
<td>Depute County Counsel Name:</td>
</tr>
<tr>
<td>Recommended Action/Special Instructions (Please specify below)</td>
<td>Authorize the OC Community Resources Director or designee to apply for the grants listed on the attached Grants Matrix and return to the Board to receive funds, if awarded.</td>
</tr>
<tr>
<td>Department Contact:</td>
<td>List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information:</td>
</tr>
<tr>
<td>Alex Redd, OC Community Resources, (714) 480-2775, <a href="mailto:Alexander.Redd@occr.occgov.com">Alexander.Redd@occr.occgov.com</a></td>
<td></td>
</tr>
<tr>
<td>Name of the individual attending the Board Meeting:</td>
<td>List the name of the individual who will be attending the Board Meeting for this Grant Item:</td>
</tr>
<tr>
<td>Dylan Wright, Director, OC Community Resources</td>
<td></td>
</tr>
</tbody>
</table>

Grant Authorization eForm  
Page 2 of 25
<p>| # | Name of Grant | Amount of Funding | Grantor | Application Due Date | County Match Required? ( % amount or $) | New Full or Part-time Positions | Project Name and Purpose of Grant | Does this Grant Require CEQA Findings? |
|---|---|---|---|---|---|---|---|---|---|
| 1 | CalHome Program General Funding Notice of Funding Availability | $1,000,000 | State Department of Housing and Community Development | Varies | No match required | No new positions | CalHome funds will be utilized in conjunction with OC Community Resources Mortgage Assistance Program (MAAP) and Neighborhood Preservation Program (NPP). The CalHome First-Time Homebuyer Mortgage Assistance funds will be used pursuant to Board approved MAAP guidelines to provide mortgage assistance in the form of a soft second loan to assist qualified low-income, first-time homebuyers in purchasing a home. The CalHome Owner-Occupied Rehabilitation funds will be used pursuant to Board approved NPP guidelines to assist qualified low-income homeowners with compliance of current health and safety standards, housing quality standards and/or local building codes. | No |
| 2 | Housing-Related Parks (HRP) Program | $1,500,000 | State Housing and Community Development Department | Varies | No match required | No new positions | The HRP Program is an innovative program designed to reward local governments that approve housing for lower-income households and are in compliance with state housing element law with grant funds to create or rehabilitate parks. The HRP Program was funded through Proposition 1C, the Housing and Emergency Shelter Trust Fund Act of 2006, Health and Safety Code Section 53545, subdivision (b) and originally established pursuant to Chapter 8 of Part 2 of Division 31 of the Health and Safety Code (commencing with Section 53540) and subsequently amended pursuant to Chapter 779, Statutes 2012 (AB 1672, Torres. | No |
| 3 | Continuum of Care (CoC) Homeless Assistance Program | $30,000,000 | U.S. Department of Housing &amp; Urban Development (HUD) | Varies | Each provider applying for funds must provide their own match. Match amount varies based on type and amount of application. There is no match required for the County. | No new positions | The purpose of the CoC Homeless Assistance Grant Program is to reduce the incidence of homelessness in CoC communities by assisting homeless Individuals and families to move to self-sufficiency and permanent housing. Activities include permanent supportive housing and Rapid Rehousing. The County receives no direct funding from this application with the exception of the Shelter Plus Care (S+P) Program for by the OCCHA, Coordinated Entry System Grant and a Planning Grant for Homeless Housing and Community Development &amp; Homeless Services. OC Homeless, Housing and Community Development &amp; Homeless Services is responsible for the coordination of the CoC and applies on behalf of homeless shelter and service providers in the community. | No |</p>
<table>
<thead>
<tr>
<th>No.</th>
<th>Name of Grant</th>
<th>Amount of Funding</th>
<th>Grantee</th>
<th>Application Due Date</th>
<th>County Match Required? (if any or %)</th>
<th>New Full-time Positions</th>
<th>Project Name and Purpose of Grant</th>
<th>Does This Grant Require CDBG-Finding?</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>Continuum of Care (CoC) Homeless Assistance Program Planning Grant</td>
<td>$800,000</td>
<td>U.S. Department of Housing &amp; Urban Development (HUD)</td>
<td>Varies</td>
<td>At least 25% match may include in-kind services that are provided by non-County organizations and County staff time.</td>
<td>No new positions</td>
<td>The purpose of these grant funds is to support planning activities associated with the HUD CoC Homeless Assistance Grant Program and other associated activities including implementation of Federal HEARTH Act requirements. Funds may be used for County staff and consultant time associated with these planning activities including, but not limited to, implementation of Coordinated Assessment, completion of annual CoC grant application, development of performance measures and monitoring of CoC funded agencies, research on compliance with Federal HEARTH Act requirements and other planning activities that may be eligible under the grant.</td>
<td>No</td>
</tr>
<tr>
<td>5</td>
<td>State Emergency Solutions Grants Program</td>
<td>$1,000,000</td>
<td>State Housing and Community Development Department</td>
<td>Varies</td>
<td>100% Match may include match provided by contracted subrecipient</td>
<td>No new positions</td>
<td>The State Emergency Solutions Grant program provides funding to (1) engage homeless individuals and families living on the streets; (2) improve the number and quality of emergency shelters for homeless individuals and families; (3) help operate these shelters; (4) provide essential services to shelter residents; and (5) rapidly rehouse homeless individuals and families. OC Community Resources, in collaboration with the Continuum of Care, serves as the Administrative Entity for allocation of ESS funding.</td>
<td>No</td>
</tr>
</tbody>
</table>
| 6   | Continuum of Care (CoC) Coordinated Entry System Grant | $1,000,000 | U.S. Department of Housing & Urban Development (HUD) | Varies | At least 25% match may include in-kind services that are provided by non-County organizations and County staff time. | One New position approved in 3rd Quarter Q3BAR FY 2017-18 | The purpose of this grant is to fund the full development and implementation of the CoC Coordinated Entry system (CES). HUD requires each CoC to establish and operate a "centralized or coordinated assessment system" (referred to as "coordinated entry" or "coordinated entry process") with the goal of increasing the efficiency of local crisis response systems and improving fairness and ease of access to resources, including mainstream resources. Both the CES and ESS Program interim rules require the CoC to incorporate the CoC's coordinated entry process, provided that it meets HUD requirements. Coordinated entry processes are intended to help communities prioritize people who are most in need of assistance. The CoC Program interim rule at 24 CFR §674.3 defines centralized or coordinated assessment as the following: "...a centralized or coordinated process designed to coordinate program participant intake assessment and provision of referrals. A centralized or coordinated assessment system covers the geographic area, is easily accessed by individuals and families seeking housing or services, is well advertised, and includes a comprehensive and standardized assessment tool."
<p>| OC Housing Authority | | | | | | | | No |
| 7   | Jackson Ave Shelter Plus Care Project-Based Rental Assistance 2019 Renewal Project | $477,526 | U.S. Department of Housing &amp; Urban Development (HUD) | Varies | 25% Match may include in-kind supportive services that are provided by supportive services providers to clients receiving rental assistance. | No new positions | Renewal funding provides permanent supportive housing for formerly homeless persons with disabilities for 12 months of rental assistance. HUD may adjust the grant award due to changes in Fair Market Rent requirements, and/or administrative/technical allocations. | No |</p>
<table>
<thead>
<tr>
<th>#</th>
<th>Name of Grant</th>
<th>Amount of Funding</th>
<th>Grantee</th>
<th>Application Due Date</th>
<th>County Match Required? ($ amount or %)</th>
<th>New Full or Part-time Positions</th>
<th>Project Name and Purpose of Grant</th>
<th>Does this Grant Require CEQA Findings?</th>
</tr>
</thead>
<tbody>
<tr>
<td>8</td>
<td>Consolidated #1 Shelter Plus Care Tenant-Based Rental Assistance 2018 Renewal Project</td>
<td>$4,122,479</td>
<td>U.S. Department of Housing &amp; Urban Development (HUD)</td>
<td>Varies</td>
<td>26% Match may include in-kind supportive services that are provided by supportive services providers to clients receiving rental assistance.</td>
<td>No new positions</td>
<td>Renewal funding provides permanent supportive housing for formerly homeless persons with disabilities for 12 months of rental assistance. HUD may adjust the grant award due to changes in Fair Market Rent requirements, and/or administrative cost allocations.</td>
<td>No</td>
</tr>
<tr>
<td>9</td>
<td>Consolidated #2 Continuum of Care Tenant-Based Rental Assistance 2019 Renewal Project (formerly 2004 and 2007 Shelter Plus Care Tenant-Based Rental Assistance Renewal Projects)</td>
<td>$1,787,827</td>
<td>U.S. Department of Housing &amp; Urban Development (HUD)</td>
<td>Varies</td>
<td>26% Match may include in-kind supportive services that are provided by supportive services providers to clients receiving rental assistance.</td>
<td>No new positions</td>
<td>Renewal funding provides permanent supportive housing for formerly homeless persons with disabilities for 12 months of rental assistance. HUD may adjust the grant award due to changes in Fair Market Rent requirements, and/or administrative cost allocations.</td>
<td>No</td>
</tr>
<tr>
<td>10</td>
<td>Consolidated #3 Continuum of Care Tenant-Based Rental Assistance 2019 Renewal Project (formerly 2003, 2005, 2009 and Permanently Shelter Plus Care Tenant-Based Rental Assistance Renewal Projects)</td>
<td>$2,728,124</td>
<td>U.S. Department of Housing &amp; Urban Development (HUD)</td>
<td>Varies</td>
<td>26% Match may include in-kind supportive services that are provided by supportive services providers to clients receiving rental assistance.</td>
<td>No new positions</td>
<td>Renewal funding provides permanent supportive housing for formerly homeless persons with disabilities for 12 months of rental assistance. HUD may adjust the grant award due to changes in Fair Market Rent requirements, and/or administrative cost allocations.</td>
<td>No</td>
</tr>
<tr>
<td>11</td>
<td>Consolidated #4 Continuum of Care Tenant-Based Rental Assistance 2019 Renewal Project (formerly 2005, 2006, 2008, and Samaritan Shelter Plus Care Tenant-Based Rental Assistance Renewal Projects)</td>
<td>$2,129,209</td>
<td>U.S. Department of Housing &amp; Urban Development (HUD)</td>
<td>Varies</td>
<td>26% Match may include in-kind supportive services that are provided by supportive services providers to clients receiving rental assistance.</td>
<td>No new positions</td>
<td>Renewal funding provides permanent supportive housing for formerly homeless persons with disabilities for 12 months of rental assistance. HUD may adjust the grant award due to changes in Fair Market Rent requirements, and/or administrative cost allocations.</td>
<td>No</td>
</tr>
<tr>
<td>12</td>
<td>Mercy House Permanent Bonus Shelter Plus Care Tenant-Based Rental Assistance 2019 Renewal Project</td>
<td>$206,710</td>
<td>U.S. Department of Housing &amp; Urban Development (HUD)</td>
<td>Varies</td>
<td>26% Match may include in-kind supportive services that are provided by supportive services providers to clients receiving rental assistance.</td>
<td>No new positions</td>
<td>Renewal funding provides permanent supportive housing for formerly homeless persons with disabilities for 12 months of rental assistance. HUD may adjust the grant award due to changes in Fair Market Rent requirements, and/or administrative cost allocations.</td>
<td>No</td>
</tr>
<tr>
<td>#</td>
<td>Name of Grant</td>
<td>Amount of Funding</td>
<td>Granter</td>
<td>Application Due Date</td>
<td>County Match Required? (If amount or %)</td>
<td>New Full-Time Part-Time Positions</td>
<td>Project Name and Purpose of Grant</td>
<td>Does this Grant Require OQA (Findings)?</td>
</tr>
<tr>
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</tr>
<tr>
<td>13</td>
<td>Collette's Children's Home Shelter Plus Care Terrell-Based Rental Assistance 2019 Renewal Project</td>
<td>$76,851</td>
<td>U.S. Department of Housing &amp; Urban Development (HUD)</td>
<td>Varies</td>
<td>25% Match may include in-kind supportive services that are provided by supportive services providers to clients receiving rental assistance, no new positions, renewal funding provides permanent supportive housing for formerly homeless persons with disabilities for 12 months of rental assistance. HUD may adjust the grant award due to changes in Fair Market Rent requirements, and/or administrative cost allocations.</td>
<td>No</td>
<td>renewal funding supports existing positions (housing speciaists) that provide case management for Housing Choice Voucher program participant households to access services.</td>
<td>No</td>
</tr>
<tr>
<td>14</td>
<td>Family Self-Sufficiency (FSS) Coordinators</td>
<td>$303,333</td>
<td>U.S. Department of Housing &amp; Urban Development (HUD)</td>
<td>Varies</td>
<td>No match required</td>
<td>No new positions</td>
<td>renewal funding supports existing positions (housing specialists) that provide case management for Housing Choice Voucher program participant households to access services.</td>
<td>No</td>
</tr>
<tr>
<td>15</td>
<td>Family Unification Program (FUP) and/or other Youth Programs Housing Choice Vouchers</td>
<td>$1,516,000</td>
<td>U.S. Department of Housing &amp; Urban Development (HUD)</td>
<td>Varies</td>
<td>No match required</td>
<td>One new full-time staff, if new funding is awarded.</td>
<td>Should HUD issue a NOPA(3) or otherwise notify OCHA of funding availability, OCHA and its partners, the Orange County Social Services Agency, will apply for up to 100 FUP vouchers to expand the current program, FUP provides tenant-based rental assistance for families for whom the lack of adequate housing is a primary factor in the separation (or imminent separation) of children from their families.</td>
<td>No</td>
</tr>
<tr>
<td>16</td>
<td>Veterans Affairs Supportive Housing (VASH)</td>
<td>$3,000,000</td>
<td>U.S. Department of Housing &amp; Urban Development (HUD)</td>
<td>Varies</td>
<td>No match required</td>
<td>Up to two new full-time staff, if new funding is awarded.</td>
<td>Should HUD issue a NOPA(3) or otherwise notify OCHA of funding availability, OCHA and its partners, the Veterans Affairs Medical Center, Long Beach, will apply for up to 200 VASH program vouchers to expand the current program, VASH provides tenant-based rental assistance for homeless veterans.</td>
<td>No</td>
</tr>
<tr>
<td>17</td>
<td>Project-Based Vouchers for any rental assistance programs</td>
<td>$2,277,000</td>
<td>U.S. Department of Housing &amp; Urban Development (HUD)</td>
<td>Varies</td>
<td>No match required</td>
<td>Up to two new full-time staff, if new funding is awarded.</td>
<td>Should HUD issue a NOPA(3) or otherwise notify OCHA of funding availability, OCHA will apply for up to 50 Project-Based vouchers to expand affordable housing. Project-Based vouchers can be committed to housing projects being rehabilitated or to be newly constructed.</td>
<td>No</td>
</tr>
<tr>
<td>18</td>
<td>Mainstream Voucher Program</td>
<td>$1,516,000</td>
<td>U.S. Department of Housing &amp; Urban Development (HUD)</td>
<td>Varies</td>
<td>No match required</td>
<td>One new full-time staff, if new funding is awarded.</td>
<td>Should HUD issue a Notice of Funding Availability or otherwise notify OCHA of funding availability, OCHA will apply for up to 100 Mainstream vouchers to expand the current program, Mainstream vouchers provide tenant-based rental assistance for non-elderly, disabled households. OCHA may utilize the funds to assist households currently on the waiting list and/or to serve households referred by the Coordinated Entry System.</td>
<td>No</td>
</tr>
<tr>
<td>19</td>
<td>Disaster Housing Assistance Program (DHAP)</td>
<td>$1,518,000</td>
<td>U.S. Department of Housing &amp; Urban Development (HUD)</td>
<td>Varies</td>
<td>No match required</td>
<td>One new full-time staff, if new funding is awarded.</td>
<td>Should HUD offer funding to provide rental assistance for displaced households DHAP, will apply for up to 100 DHAP vouchers.</td>
<td>No</td>
</tr>
<tr>
<td>20</td>
<td>Tenancy Protection/Enhanced Housing Choice Vouchers</td>
<td>As determined by funding source, dependent upon the size and scale of the project.</td>
<td>U.S. Department of Housing &amp; Urban Development (HUD)</td>
<td>Varies</td>
<td>No match required</td>
<td>Up to two new full-time staff, if new funding is awarded.</td>
<td>Should HUD offer funding to provide rental assistance for households at risk of being displaced from a federally funded housing project, OCHA will apply for vouchers to provide subject households continued rental assistance via special admission.</td>
<td>No</td>
</tr>
</tbody>
</table>

Copy of FY 2019-20 Grants Matrix 4 of 14  Page 6 of 20
<table>
<thead>
<tr>
<th>#</th>
<th>Name of Grant</th>
<th>Amount of Funding</th>
<th>Grantee</th>
<th>Application Due Date</th>
<th>County Match Required?</th>
<th>New Full or Part-time Positions</th>
<th>Project Name and Purpose of Grant</th>
<th>Does This Grant Require CEQA Findings?</th>
</tr>
</thead>
<tbody>
<tr>
<td>21</td>
<td>Any Moving Choice Voucher funding or</td>
<td>$2,277,000</td>
<td>U.S. Department of Housing &amp; Urban Development (HUD)</td>
<td>Varies</td>
<td>No match required</td>
<td>Up to ten new full-time staff if new funding is awarded.</td>
<td>In the event HUD issues a NOFA, otherwise notifies OCHA of funding availability for housing choice vouchers or other similar rental assistance programs to serve homeless persons and/or persons with disabilities, OCHA will apply for funding to provide rental assistance for up to 150 households. OCHA works in collaboration with the Continuum of Care and supportive services providers to identify and select target populations for assistance.</td>
<td>No</td>
</tr>
<tr>
<td>22</td>
<td>Any opportunity to participate in initiatives, studies, evaluation, and/or expansions of rental assistance programs (such as the Moving to Work Program) that OCHA administers</td>
<td>As determined by size and scale of the perspective opportunity</td>
<td>U.S. Department of Housing &amp; Urban Development (HUD)</td>
<td>Varies</td>
<td>No match required</td>
<td>No new positions</td>
<td>In the event HUD invites Public Housing Agencies to participate in initiatives, studies, evaluations, and/or expansions of rental assistance programs, which may include flexibility in uses of funding. OCHA is requesting advance approval to apply, as invitations generally have a very short period of time, in which to respond.</td>
<td>No</td>
</tr>
</tbody>
</table>

**OC ANIMAL CARE**

<table>
<thead>
<tr>
<th>#</th>
<th>Name of Grant</th>
<th>Amount of Funding</th>
<th>Grantee</th>
<th>Application Due Date</th>
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<th>Project Name and Purpose of Grant</th>
<th>Does This Grant Require CEQA Findings?</th>
</tr>
</thead>
<tbody>
<tr>
<td>23</td>
<td>A Month of Big Sundays</td>
<td>$1,000</td>
<td>Big Sunday</td>
<td>March 2020</td>
<td>No match required</td>
<td>No new positions</td>
<td>The funds would be used toward shelter beautification with the intent of increasing interest in participation at OCAC by the community.</td>
<td>No</td>
</tr>
<tr>
<td>24</td>
<td>Innovation Grant</td>
<td>$5,000</td>
<td>Maddie’s Fund</td>
<td>April 2020</td>
<td>No match required</td>
<td>No new positions</td>
<td>Innovative Foster Care, OCAC would use the funds to increase foster care program, increasing feline intake numbers.</td>
<td>No</td>
</tr>
<tr>
<td>25</td>
<td>Holiday Wishes Grant</td>
<td>$23,096</td>
<td>Petco Foundation</td>
<td>November 2019</td>
<td>No match required</td>
<td>No new positions</td>
<td>Accepts submit stories of positive adoption experiences; the public and Petco Foundation choose the recipient. Donor money from this grant would be used to promote additional adoptions and placement for animals from OCAC.</td>
<td>No</td>
</tr>
<tr>
<td>26</td>
<td>Adoption Grant Weekend</td>
<td>$7,000</td>
<td>Petco Animal Foundation</td>
<td>Varies</td>
<td>No match required</td>
<td>No new positions</td>
<td>Adoption focus. This grant allows OCAC to offer low-cost or reduced adoptions. Amount is $35 per animal and runs through September 2019.</td>
<td>No</td>
</tr>
<tr>
<td>27</td>
<td>Innovation Showdown</td>
<td>$350,000</td>
<td>Petco Animal Foundation</td>
<td>January 2020</td>
<td>No match required</td>
<td>No new positions</td>
<td>Innovative animal welfare programs which increase OCAC’s lifesaving capabilities.</td>
<td>No</td>
</tr>
<tr>
<td>28</td>
<td>Rachel Ray Save Them All Grant</td>
<td>$100,200</td>
<td>Best Friends Animal Society</td>
<td>February 2020</td>
<td>No match required</td>
<td>&quot;Extra Help position&quot;</td>
<td>The purpose of this grant is to target OCAC’s most at-risk populations, neonatal kittens. The money from this grant will help OCAC create and give kits to foster caretakers to care for these kittens until they are able to come back to the shelter for adoption. Additionally, OCAC would be able to launch a large media campaign to encourage the community to foster kittens, reducing intake and euthanasia at the shelter.</td>
<td>No</td>
</tr>
<tr>
<td>29</td>
<td>Emergency and Disaster Grant</td>
<td>Varies</td>
<td>American Society for the Prevention of Cruelty to Animals</td>
<td>As Needed</td>
<td>No match required</td>
<td>No new positions</td>
<td>The ASPCA provides emergency funding to qualified animal welfare organizations and government agencies whose communities suffer the impact of natural and other disasters. Applications must be submitted within three months of the incident. Disasters may include emergencies that do not receive an official declaration by the jurisdictional authority. Examples include animal disease outbreaks in shelters, infrastructure damage, and emergencies that directly impact the daily operational functions of an organization.</td>
<td>No</td>
</tr>
<tr>
<td>#</td>
<td>Name of Grant</td>
<td>Amount of Funding</td>
<td>Grantor</td>
<td>Application Due Date</td>
<td>County Match Required?</td>
<td>New Full or Part Time Positions</td>
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<td>Does this Grant Require CEQA Findings?</td>
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</tr>
<tr>
<td>30</td>
<td>ASPCA Anti-Cruelty Grants</td>
<td>Varies</td>
<td>American Society for the Prevention of Cruelty to Animals</td>
<td>Ongoing</td>
<td>No match required</td>
<td>No new positions</td>
<td>The ASPCA Anti-Cruelty Grants Program supports nonprofit organizations and governmental agencies dedicated to the prevention and elimination of animal cruelty throughout the United States. Funding categories include Animal cruelty investigation programs: Expenses incurred as a result of large-scale cruelty seizures and/or surrenders of companion and/or farm animals in cases involving puppy mills, animal fighting, hoarding and/or neglect, and outreach programs aimed at preventing or eliminating animal cruelty.</td>
<td>No</td>
</tr>
<tr>
<td>31</td>
<td>Scholarships and Sponsorships</td>
<td>Varies</td>
<td>American Society for the Prevention of Cruelty to Animals</td>
<td>January - November</td>
<td>No match required</td>
<td>No new positions</td>
<td>Scholarship programs, sponsorships, and travel stipends for eligible applicants to send staff, students, or law enforcement officers to attend conferences or other trainings directly related to animal welfare or animal cruelty pertaining to dogs, cats, equines, or farm animals.</td>
<td>No</td>
</tr>
<tr>
<td>32</td>
<td>Preserving Families</td>
<td>Varies</td>
<td>Person / Pet</td>
<td>April</td>
<td>No match required</td>
<td>No new positions</td>
<td>This grant will support programs that facilitate interventions for people and their pets at the point of imminent relinquishment of separation. The intervention takes place at a pivotal point of transition for the human, that will risk the bond between human and animal. The interventions have an identifiable time frame, such as short-term sheltering, may be co-located with a pet or human service agency, and provide a temporary service.</td>
<td>No</td>
</tr>
<tr>
<td>33</td>
<td>Improving Access to Veterinary Care</td>
<td>Varies</td>
<td>Person / Pet</td>
<td>July - August</td>
<td>No match required</td>
<td>No new positions</td>
<td>This grant will support programs that provide increased access to veterinary care, including but not limited to emergency care, preventative care, and non-emergency care, for animals in need.</td>
<td>No</td>
</tr>
<tr>
<td>34</td>
<td>Emergency Relief</td>
<td>Varies</td>
<td>Person / Pet</td>
<td>As Needed</td>
<td>No match required</td>
<td>No new positions</td>
<td>In case of an emergency, funds are available to assist during the direct rescue, relief, and/or recovery stages for qualifying organizations seeking to assist companion pets impacted by the disaster.</td>
<td>No</td>
</tr>
<tr>
<td>35</td>
<td>Adoptions</td>
<td>Varies per number of animals adopted</td>
<td>Batch</td>
<td>Ongoing</td>
<td>No match required</td>
<td>No new positions</td>
<td>Connects more people &amp; pets than ever before by increasing pet adoption rates</td>
<td>No</td>
</tr>
<tr>
<td>36</td>
<td>Operation Grants</td>
<td>$1,500</td>
<td>Pedigree Foundation</td>
<td>Varies</td>
<td>No match required</td>
<td>No new positions</td>
<td>For general operating or other expenses that help increase dog adoption rates.</td>
<td>No</td>
</tr>
<tr>
<td>37</td>
<td>Program Development Grants</td>
<td>0-10,000-10,000</td>
<td>Pedigree Foundation</td>
<td>Varies</td>
<td>No match required</td>
<td>No new positions</td>
<td>For activities that expand operational capability to increase dog adoption rates.</td>
<td>No</td>
</tr>
<tr>
<td>38</td>
<td>Pets Rule Grant</td>
<td>$50,000 a year for 2 years</td>
<td>Pedigree Foundation</td>
<td>February - April</td>
<td>No match required</td>
<td>No new positions</td>
<td>For an innovative initiative that could be a best practice model to increase dog adoption rates.</td>
<td>No</td>
</tr>
<tr>
<td>39</td>
<td>WIDA Subgrant Agreement</td>
<td>$15,000,000</td>
<td>State of California, Employment Development Department (EED) Governor’s Discretionary</td>
<td>Varies</td>
<td>No match required</td>
<td>No new positions</td>
<td>State of California, EED funds projects that meet the workforce development needs of businesses and job seekers in a local area or region.</td>
<td>No</td>
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<tr>
<td>#</td>
<td>Name of Grant</td>
<td>Amount of Funding</td>
<td>Grantor</td>
<td>Application Due Date</td>
<td>County Match Required? ($ amount or %)</td>
<td>New Full or Part-time Positions</td>
<td>Project Name and Purpose of Grant</td>
<td>Does this Grant Require CEG/IA Findings?</td>
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<tr>
<td>40</td>
<td>Resettlement of Adult and Youthful Offenders - Planning and Implementation Grants</td>
<td>$5,000,000</td>
<td>U.S. Department of Labor - Employment &amp; Training Administration, State of California Employment Development Department (EDD); Government's Discretionary; Department of Housing and Human Services; Department of Justice Other State and Federal Departments as available</td>
<td>Varies</td>
<td>May include a 50% match ($2,500,000) match may include various sources such as donated in-kind services, goods or cash; and/or state and federal funds; varies by solicitation</td>
<td>No new positions</td>
<td>Funds projects to assist with the resettlement of adult and youthful offenders. These grants will be awarded through a competitive process for categories of projects for example: (1) Registered Apprenticeship (to increase the placement of young adults being released from the criminal justice system in regulated apprenticeship); (2) Alternative Educational Pathways (to increase the educational achievement and attainment of youth in the juvenile justice system); and (3) Project Expansion (to replicate effective programs for serving juvenile offenders). Projects will be designed to respond to the solicitation.</td>
<td>No</td>
</tr>
<tr>
<td>41</td>
<td>U.S. Department of Labor Discretionary Grants</td>
<td>$7,000,000</td>
<td>U.S. Department of Labor</td>
<td>Varies</td>
<td>May include match depending on solicitation from various sources such as donated in-kind services, goods or cash; and/or other funding sources</td>
<td>No new positions</td>
<td>The U.S. Department of Labor funds various employment and training projects that focus on growth industries, industries with a national need and special populations prioritized by the Federal government. Participants' success may be tracked by performance measurements such as Entered Employment Rate, Retention Rate, Earnings Change; Credential/Diploma Rate; and Literacy/Literacy Gain.</td>
<td>No</td>
</tr>
<tr>
<td>42</td>
<td>Federal and State Discretionary Grants</td>
<td>$7,000,000</td>
<td>Federal and State</td>
<td>Varies</td>
<td>May include match depending on solicitation from various sources such as donated in-kind services, goods or cash; and/or other funding sources</td>
<td>No new positions</td>
<td>Funds various employment and training projects that focus on growth industries, industries with a Statewide need and special populations prioritized by the State. Includes specialized Business Services and Sector Initiatives. Assists in implementing the State Local and Regional Plans, Regional Implementation and Regional Training Coordination activities.</td>
<td>No</td>
</tr>
<tr>
<td>43</td>
<td>Community-Based Job Training Grants (CBJTGs)</td>
<td>$3,000,000</td>
<td>U.S. Department of Labor</td>
<td>Varies</td>
<td>May include match depending on solicitation from various sources such as donated in-kind services, goods or cash; and/or other funding sources</td>
<td>No new positions</td>
<td>CBJTGs are designed to support workforce training for high-growth/high-demand industries through the national system of community and technical colleges. The primary purposes of these grants are to build the capacity of community colleges to provide training and to train workers to develop the skills required to succeed in local or regional industries and occupations that are expected to experience high-growth and industries where demand for qualified workers is outpacing the supply.</td>
<td>No</td>
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<tr>
<td>#</td>
<td>Name of Grant</td>
<td>Amount of Funding</td>
<td>Grantee</td>
<td>Application Due Date</td>
<td>County Match Required?</td>
<td>New Full or Partial Positions</td>
<td>Project Name and Purpose of Grant</td>
<td>Does this Grant Require CEQA Findings?</td>
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<td>44</td>
<td>National Emergency Grant</td>
<td>$5,000,000</td>
<td>U.S. Department of Labor - ETA and State of California, EDD</td>
<td>Varies</td>
<td>No match required</td>
<td>No new positions</td>
<td>U.S. Department of Labor - ETA Funds projects that temporarily expand service capacity at the local levels through time-limited funding assistance in response to significant dislocation events. Significant events are those that create a sudden need for assistance that cannot reasonably be expected to be accommodated within the ongoing operations including the discretionary resources reserved at the State level.</td>
<td>No</td>
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<tr>
<td>49</td>
<td>Adult Dislocated Worker Additional Assistance Projects</td>
<td>$3,000,000</td>
<td>U.S. Department of Labor - ETA and State of California, EDD, Other State and Federal Departments as available</td>
<td>Varies</td>
<td>May include match depending on solicitation from various sources such as donated in-kind services, goods or cash; and/or other funding sources</td>
<td>No new positions</td>
<td>The California Department of Labor anticipates that project applications will be in response to the occurrence of &quot;dislocation events&quot; - specific employer layoffs or disasters that change the local economic conditions and increase unemployment. Suite initiatives and other business-related services and training.</td>
<td>No</td>
</tr>
<tr>
<td>65</td>
<td>Industry-Driven Regional Collaborative</td>
<td>$7,000,000</td>
<td>California Community College Chancellor's Office, U.S. Department of Labor, the State of California, EDD, Other State and Federal Departments as available</td>
<td>Varies</td>
<td>May include match depending on solicitation from various sources such as donated in-kind services, goods or cash; and/or other funding sources</td>
<td>No new positions</td>
<td>Activities that provide specialized training, business initiatives and or regional collaborative projects. Also projects that fulfill the goals of the Regional and Local State Plan.</td>
<td>No</td>
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<tr>
<td>47</td>
<td>Rapid Response Layoff Aversion - Special Project</td>
<td>$1,000,000</td>
<td>State of California, EDD, U.S. Department of Labor</td>
<td>Varies</td>
<td>May include match depending on solicitation from various sources such as donated in-kind services, goods or cash; and/or other funding sources</td>
<td>No new positions</td>
<td>Project specific outcomes will include those that result in workforce innovations, layoff aversion, small business services and/or regional impacts. Also projects that fulfill the goals of the Regional and Local State Plan.</td>
<td>No</td>
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<tr>
<td>48</td>
<td>High Growth Job Training Initiative Starts</td>
<td>$2,000,000</td>
<td>U.S. Department of Labor Other State and Federal Departments as available</td>
<td>Varies</td>
<td>At least 50% match ($1,000,000) may include various sources such as donated in-kind services, goods or cash; and/or other funding sources</td>
<td>No new positions</td>
<td>Effort to prepare workers for new and increasing job opportunities in high growth, high-demand and economically vital industries and sectors of the economy.</td>
<td>No</td>
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<tr>
<td>49</td>
<td>Veterans Employment-Related Assistance Program</td>
<td>$5,000,000</td>
<td>U.S. Department of Labor and State of California, EDD, Department of Veterans Affairs, Other State, Federal Departments and nonprofit initiatives as available</td>
<td>Varies</td>
<td>May include a 50% match ($2,500,000) from various sources such as donated in-kind services, goods or cash; and/or State and Federal funds</td>
<td>No new positions</td>
<td>Veterans projects that will assist veterans who have significant barriers to obtain meaningful employment through the provision of employment and training services. Also targeted industry sectors that work with Veterans.</td>
<td>No</td>
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<tr>
<td>#</td>
<td>Name of Grant</td>
<td>Amount of Funding</td>
<td>Grantor</td>
<td>Application Due Date</td>
<td>County Match Required? ($ amount or %)</td>
<td>New Full or Part-Time Positions</td>
<td>Project Name and Purpose of Grant</td>
<td>Does this Grant Require CEQA Findings?</td>
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<td>50</td>
<td>YouthBuild</td>
<td>$10,000,000</td>
<td>U.S. Department of Labor - Employment &amp; Training Administration</td>
<td>Varies</td>
<td>at least 50% match ($2,500,000) match may include various sources such as donated in-kind services, goods or cash; and/or other funding sources</td>
<td>No new positions</td>
<td>Youth Build grants will be used to carry out a Youth Build program with the following core objectives: to provide disadvantaged youth with opportunities for meaningful work and service to their communities; to foster the development of employment among youth in low-income communities; and to expand the supply of permanent affordable housing for homeless individuals and low-income families by utilizing the energies and talents of disadvantaged youth.</td>
<td>No</td>
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<tr>
<td>51</td>
<td>Gang Reduction Intervention Programs</td>
<td>$5,000,000</td>
<td>U.S. Department of Labor and State of California, EDD; Department of Justice, Other State and Federal Departments as available</td>
<td>Varies</td>
<td>May include match depending on solicitation from various sources such as donated in-kind services, goods or cash; and/or other funding sources</td>
<td>No new positions</td>
<td>Initiates grants for the provision of gang prevention, intervention, awareness, education, job training, and skills development and family and community services.</td>
<td>No</td>
</tr>
<tr>
<td>52</td>
<td>Economic Development Assistance</td>
<td>$1,000,000</td>
<td>U.S. Department of Commerce - Economic Development Administration (EDA); Other State and Federal Departments as available</td>
<td>Varies</td>
<td>100% match ($1,000,000) match may include various sources such as donated in-kind services, goods or cash; and/or other funding sources</td>
<td>No new positions</td>
<td>The U.S. Department of Commerce - EDA provides innovation and competitiveness for economic growth and success in the worldwide economy through strategic investments in economically distressed areas of the United States by fostering job creation and attracting private investment. EDA will make construction, non-construction and revolving loan fund investments under the Public Works and Economic Development Assistance Programs. Grants received under the EDA will support the implementation of regional economic development strategies designed to create jobs, leverage private capital and encourage economic development. Potential for extra-help positions may exist.</td>
<td>No</td>
</tr>
<tr>
<td>53</td>
<td>Training Fund for Incumbent Workers</td>
<td>$2,000,000</td>
<td>California Community College Chancellor's Office, U.S. Department of Labor and State of California, EDD; Other State and Federal Departments as available</td>
<td>Varies</td>
<td>at least 25% match ($500,000) match may include various sources such as donated in-kind services, goods or cash; and/or other funding sources</td>
<td>No new positions</td>
<td>Initiates grants for training for incumbent workers in high-growth/high-wage technical positions in sectors important to California's economy.</td>
<td>No</td>
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<td>#</td>
<td>Name of Grant</td>
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<tr>
<td>54</td>
<td>Discretionary Project Submissions</td>
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<td>Grantee: U.S. Department of Labor, State of California, EDD, U.S. Department of Housing &amp; Urban Development, Health Human Services, Department of Education, Department of Justice, Department of Energy, USA, SSBZ Other State and Federal Departments as available</td>
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<td>Amount of Funding: $10,000,000</td>
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<td>Application Due Dates: Varies</td>
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<td>County Match Required: Yes, match may include various sources such as donated in-kind services, goods or cash, and/or other funding sources</td>
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<td>New Full-Time Positions: No</td>
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<tr>
<td>Project Name and Purpose: The OC Workforce Development Board partners with other entities to increase employment, occupational skill attainment, retention and earning of participants. As a result, these efforts improve the quality of the workforce, reduce welfare dependency, and enhance the productivity and competitiveness of participants. Projects provide a public workforce system designed to help employers find workers, help jobseekers find employment and match individuals for jobs in demand. Funding provides services to adults, youth, dislocated workers and businesses.</td>
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<td>Does this Grant Require CEOA Findings? No</td>
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</table>

| 55 | Workforce Investment and Opportunity Act Incentive Awards |
| Grantee: State of California, EDD |
| Amount of Funding: $250,000 |
| Application Due Dates: Varies |
| County Match Required: No match required |
| New Full-Time Positions: No |
| Project Name and Purpose: State of California, EDD funds projects that meet the workforce development needs of businesses and job seekers in a local area or region. |
| Does this Grant Require CEOA Findings? No |

| 56 | Disability Program Navigator Grant |
| Grantee: Department of Education, California Community College Chancellor’s, EDD |
| Amount of Funding: $250,000 |
| Application Due Dates: Varies |
| County Match Required: May include match depending on solicitation from various sources such as donated in-kind services, goods or cash, and/or other funding sources |
| New Full-Time Positions: No |
| Project Name and Purpose: The Navigator is responsible to assist persons with disabilities access and navigate through the complex provisions of various programs that impact their ability to gain, return or retain employment. |
| Does this Grant Require CEOA Findings? No |

| 57 | Regional Planning Initiatives / Sitebath Type Initiatives |
| Grantee: State of California, EDD, California Workforce Development Board, CWDB |
| Amount of Funding: $2,000,000 |
| Application Due Dates: Varies |
| County Match Required: No match required |
| New Full-Time Positions: No |
| Project Name and Purpose: Sitebath type grants seek to seed collaborative efforts by workforce, economic development and education stakeholders within a region to identify and then work to solve employment challenges that slow California’s economic engine with regionally-selected solutions to regionally-defined problems. Assists in implementing the State Local and Regional Plans. |
| Does this Grant Require CEOA Findings? No |

| 58 | General Workforce Development focused grants |
| Grantee: Varies |
| Amount of Funding: $1,200,000 |
| Application Due Dates: Varies |
| County Match Required: May depend on funding |
| New Full-Time Positions: May depend on funding |
| Project Name and Purpose: Funding opportunities that will be benefit workforce development activities for businesses, adult job seekers, dislocated workers and young adults. |
| Does this Grant Require CEOA Findings? No |

<p>| 59 | General Veterans focused grants |
| Grantee: Varies |
| Amount of Funding: $1,000,000 |
| Application Due Dates: Varies |
| County Match Required: May depend on funding |
| New Full-Time Positions: May depend on funding |
| Project Name and Purpose: Funding opportunities that will be benefit veterans and their dependents. |
| Does this Grant Require CEOA Findings? No |</p>
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<thead>
<tr>
<th>#</th>
<th>Name of Grant</th>
<th>Amount of Funding</th>
<th>Grantor</th>
<th>Application Due Date</th>
<th>County Match Required? ($ amount or %)</th>
<th>New Full or Part-time Positions</th>
<th>Project Name and Purpose of Grant</th>
<th>Does This Grant Require CEGA Findings?</th>
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<tbody>
<tr>
<td>60</td>
<td>Mental Health Services Act (MHSIA) Proposition 63 Grant</td>
<td>$50,000</td>
<td>California Department of Veterans Affairs (Cal Vet)</td>
<td>Varies</td>
<td>No</td>
<td>No new positions</td>
<td>Orange County Veterans Service Office AURs Veterans Free Legal Clinic; Veterans Service Office (OVCSO) will host a monthly free legal clinic. Through an MOU with Veterans Legal Institute (VLI), we will focus on homeless and/or low-income clients whose access to or maintenance of mental health treatment requires direct intervention of legal aid. Participants will be identified and engaged during intake interview and/or referrals. We expect service members, family advocates or collaborator agency referrals requesting legal assistance for mental health issues. Staff with military experience from both agencies will recognize mental health support needs while sending each client and/or family. VLI will provide free legal aid for the clinic and accept all legal referrals. VLI will provide free legal services for civilian and military legal matters.</td>
<td>No</td>
</tr>
<tr>
<td>61</td>
<td>Mental Health Services Act (MHSIA)</td>
<td>$33,135</td>
<td>State of California</td>
<td>Varies</td>
<td>No</td>
<td>Part-time Position</td>
<td>OC4Vets: MHSIA identifies veterans as a priority group for funding. Veterans members experience intense emotions, including those associated with notice of deployment, reunions during training, anticipation of operations, witnessing disturbing images, death of comrades, sometimes terrifying conditions during operations, and emotions upon returning home. The failure to regulate emotional responses can lead to poor long-term performance and health declines, as well as disruptions in social functions. Veterans need a single point of contact to learn about resources available to them. The purpose of OC4Vets/VSIO collaboration was to coordinate services and referral networks of these veterans to facilitate their ability to obtain the resources needed to make a smooth transition back to civilian life.</td>
<td>No</td>
</tr>
<tr>
<td>62</td>
<td>General senior service fiscual grants</td>
<td>$1,060,000</td>
<td>Varies</td>
<td>Varies</td>
<td>May depend on funding</td>
<td>May depend on funding</td>
<td>Funding opportunities that will be benefit older adults, family caregivers, or persons with disabilities.</td>
<td>No</td>
</tr>
<tr>
<td>63</td>
<td>Area Plan</td>
<td>$13,000,000</td>
<td>California Department of Aging</td>
<td>30 days after the notification of funds (estimated April-June)</td>
<td>10.53% (Direct: 25% (Admin))</td>
<td>No new positions</td>
<td>Annual funding to support Older Americans Act programs and services to help older adults to remain independent and avoid premature institutionalization.</td>
<td>No</td>
</tr>
<tr>
<td>64</td>
<td>Title V Senior Community Service Employment Program (SCSEP)</td>
<td>$790,000</td>
<td>California Department of Aging</td>
<td>30 days after the notification of funds (estimated April-June)</td>
<td>Approximately 11%</td>
<td>No new positions</td>
<td>Annual funding to provide part-time employment opportunities for low-income persons 65 years of age or older by updating their skills and work experience to find unsubsidized employment.</td>
<td>No</td>
</tr>
<tr>
<td>65</td>
<td>Medicare Improvement Act for Patients &amp; Providers (MIPA)</td>
<td>$200,000</td>
<td>California Department of Aging</td>
<td>30 days after the notification of funds</td>
<td>No match required</td>
<td>No new positions</td>
<td>Annual funding for outreach to identify and help to enroll new and unreached low income Medicare beneficiarisees (older adults and individuals with disabilities) into the Medicare Part D Low Income Subsidy Program, Medicare Savings Programs, and support outreach aimed at promoting wellness benefits and preventive services.</td>
<td>No</td>
</tr>
<tr>
<td>#</td>
<td>Name of Grant Program</td>
<td>Amount of Funding</td>
<td>Grantee</td>
<td>Application Due Date</td>
<td>County Match Required</td>
<td>New Full or Part-time Positions</td>
<td>Project Name and Purpose of Grant</td>
<td>Does this Grant Require CEQA Findings?</td>
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<tr>
<td>66</td>
<td>Health Insurance Counseling and Advocacy Program (HICAP)</td>
<td>$600,000</td>
<td>California Department of Aging</td>
<td>30 days after the notification of funds</td>
<td>No match required</td>
<td>No new positions</td>
<td>Annual funding to provide free, confidential counseling and community education about Medicare, private health insurance, and related health care coverage plans for Medicare beneficiaries, their representatives, and people who will soon be eligible for Medicare.</td>
<td>No</td>
</tr>
<tr>
<td>67</td>
<td>Financial Alignment</td>
<td>$50,000</td>
<td>California Department of Aging</td>
<td>60 days after the notification of funds</td>
<td>No match required</td>
<td>No new positions</td>
<td>Annual funding to provide Health Insurance Counseling and Advocacy Program (HICAP) outreach, education, and counseling to individuals eligible for both Medicare and Medi-Cal (dual eligible beneficiaries) about their options and choices under California’s CalMedConnect Program.</td>
<td>No</td>
</tr>
<tr>
<td>68</td>
<td>CalFresh Expansion</td>
<td>$100,000</td>
<td>California Department of Aging</td>
<td>30 days after the notification of funds</td>
<td>No match required</td>
<td>No new positions</td>
<td>Funding to provide outreach, pre-enrollment, and application assistance to seniors currently on SSI who will be newly eligible for CalFresh.</td>
<td>No</td>
</tr>
<tr>
<td>69</td>
<td>FEMA Hazard Mitigation Grant Program</td>
<td>$5,000,000</td>
<td>Federal Emergency Management Agency</td>
<td>TBO</td>
<td>40%</td>
<td>No new positions</td>
<td>Funds will be used for the implementation of hazard mitigation projects within the Dana Point Harbor or for other OC Parks facilities as needed.</td>
<td>Yes</td>
</tr>
<tr>
<td>70</td>
<td>Proposition 1 Urban Greening</td>
<td>$1,000,000</td>
<td>California Natural Resource Agency</td>
<td>Summer 2019</td>
<td>Not required, but encouraged</td>
<td>No new positions</td>
<td>Grant will fund urban greening projects that reduce GHG emissions and provide multiple additional benefits, including, but not limited to, a decrease in air and water pollution or a reduction in the consumption of natural resources and energy. OC Parks has an increased need for greening projects due to the recent fires and ongoing post-related losses.</td>
<td>Yes</td>
</tr>
<tr>
<td>71</td>
<td>Active Transportation Program (ATP)</td>
<td>$1,000,000</td>
<td>California Transportation Commission (Caltrans)</td>
<td>TBO</td>
<td>Not required, but encouraged</td>
<td>No new positions</td>
<td>Funds will be used for OC Parks transit projects that increase the proportion of trips accomplished by biking and walking, increases the safety and mobility of non-motorized users, or advance efforts to reduce greenhouse gases.</td>
<td>Yes</td>
</tr>
<tr>
<td>72</td>
<td>Save America’s Treasures (SAT)</td>
<td>$500,000</td>
<td>National Park Service</td>
<td>Varies</td>
<td>40%</td>
<td>No new positions</td>
<td>SAT funds would be used to restore a historic structure within an OC Parks facility. Several preservation projects have been identified within the historic parks including multiple buildings at Irvine Ranch.</td>
<td>Yes</td>
</tr>
<tr>
<td>73</td>
<td>Land and Water Conservation Fund (LWCF)</td>
<td>$5,000,000</td>
<td>California State Parks-OCSRA</td>
<td>TBO</td>
<td>50%</td>
<td>No new positions</td>
<td>The LWCF program goals are to acquire and develop outstanding properties in perpetuity for outdoor recreation purposes. OC Parks will pursue this grant to renovate existing or create new outdoor facilities within existing parks.</td>
<td>Yes</td>
</tr>
<tr>
<td>74</td>
<td>California Library Literacy &amp; English Acquisition Services Program (CLEAS)</td>
<td>$50,000</td>
<td>California State Library</td>
<td>Varies</td>
<td>No match required; however, per capita funds awarded only when there are local agency matching funds</td>
<td>No new positions</td>
<td>The California State Library under the provisions of the California Library Services Act; provides funds to support existing adult literacy programs through California Library Literacy Services grants. Under this program, services will be provided by READ/Orange County, the literacy services provider of OC Public Libraries. READ/Orange County provides services to the residents of Orange County to increase basic reading, writing, and speaking skills, thereby creating a more literate community, higher employability and greater access to higher education.</td>
<td>No</td>
</tr>
<tr>
<td>#</td>
<td>Name of Grant</td>
<td>Amount of Funding</td>
<td>Grantor</td>
<td>Application Due Date</td>
<td>County Match Required (%)</td>
<td>New Full or Part-time Positions</td>
<td>Project Name and Purpose of Grant</td>
<td>Does this Grant Require OEOA Findings?</td>
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<tr>
<td>75</td>
<td>California Library Families for Literacy</td>
<td>Varies</td>
<td>California State Library</td>
<td>Varies</td>
<td>No Match Required</td>
<td>No new positions</td>
<td>The California State Library under the provisions of the California Library Services Act, provides funds to support Families for Literacy. This award helps schools develop confidence and skills to support their children's literacy. Grant funding is used to develop program opportunities and services for families to address the intergenerational literacy rates.</td>
<td>No</td>
</tr>
<tr>
<td>76</td>
<td>Library and Services Technology Act (LSTA)</td>
<td>Varies</td>
<td>Institute of Museum &amp; Library Services (Federal), passed through State Library</td>
<td>Varies, multiple opportunities throughout year</td>
<td>No Match Required</td>
<td>No new positions</td>
<td>LSTA Grants are provided by the California State Library to assist libraries and library-related agencies to deliver programs and projects that enhance library service for all Californians. Funding is used to provide support for service improvements; to facilitate access to, and sharing of, resources and services between libraries and between libraries and partner institutions; and to achieve economical and effective delivery of services for the purpose of cultivating an educated and informed citizenry.</td>
<td>No</td>
</tr>
<tr>
<td>77</td>
<td>Institute of Museum &amp; Library Services (IMLS) National Leadership Grants for Libraries</td>
<td>$500,000</td>
<td>Institute of Museum &amp; Library Services (Federal)</td>
<td>Varies, multiple opportunities each year</td>
<td>Each program has specific eligibility requirements</td>
<td>No new positions</td>
<td>The Institute of Museum and Library Services (IMLS) helps ensure that all Americans have access to museum, library, and information services. IMLS is an independent grant-making agency and the primary source of federal support for the nation’s approximately 123,000 libraries and 35,000 museums. The agency supports innovation, lifelong learning, and entrepreneurship, enabling museums and libraries to deliver services that make it possible for communities and individuals to thrive.</td>
<td>No</td>
</tr>
<tr>
<td>78</td>
<td>California Humanities Grants</td>
<td>$50,000</td>
<td>Cal Humanities</td>
<td>Varies</td>
<td>100% In-Kind Match</td>
<td>No new positions</td>
<td>California Humanities connects Californians to ideas and to one another in order to understand our shared heritage and diverse cultures, inspire civic participation and shape our future. Funding is used for programs and initiatives. As part of this funding libraries may purchase library materials and program implementation.</td>
<td>No</td>
</tr>
<tr>
<td>79</td>
<td>S.L. Gimpel Grant</td>
<td>$50,000</td>
<td>The Community Foundation</td>
<td>Varies</td>
<td>No Match/Required</td>
<td>No new positions</td>
<td>The mission of the S.L. Gimpel Foundation is to strengthen the Southern California through philanthropy. Grant funding is available to nonprofit organizations that are doing important work in health and human services, youth and families, arts and culture, education, and for child and environmental benefit.</td>
<td>No</td>
</tr>
<tr>
<td>80</td>
<td>National Medals for Museum and Library Service</td>
<td>$10,000</td>
<td>Institute of Museum &amp; Library Services</td>
<td>October 2019</td>
<td>No Match/Required</td>
<td>No new positions</td>
<td>The National Medal honors outstanding institutions that make significant and exceptional contributions to their communities. Selected institutions demonstrate extraordinary and innovative approaches to public service and exceed the expected levels of community outreach. These organizations have established themselves as community anchor institutions.</td>
<td>No</td>
</tr>
<tr>
<td>81</td>
<td>National Endowment for the Arts</td>
<td>$20,000</td>
<td>National Endowment for the Arts (NEA)</td>
<td>Varies</td>
<td>100% In-Kind Match</td>
<td>No new positions</td>
<td>An Independent federal agency whose funding and support gives Americans the opportunity to participate in the arts, exercise their imaginations, and develop their creative capacities. The NEA supports arts learning, affirms and celebrates America's rich and diverse cultural heritage, and extends its work to promote equal access to the arts in every community.</td>
<td>No</td>
</tr>
<tr>
<td>#</td>
<td>Name of Grant</td>
<td>Amount of Funding</td>
<td>Grantor</td>
<td>Application Due Date</td>
<td>County Match Required? (If amount or %)</td>
<td>New Full or Part-Time Positions</td>
<td>Project Name and Purpose of Grant</td>
<td>Does this Grant Require CEQA Findings?</td>
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<tr>
<td>81</td>
<td>National Endowment for the Humanities (NEH)</td>
<td>$400,000</td>
<td>National Endowment for the Humanities (NEH)</td>
<td>Varies</td>
<td>100% In-Kind Match</td>
<td>No new positions</td>
<td>Planning grants support the early stages of project development, including consultation with scholars, refinement of humanities themes, preliminary design, testing and audience evaluation. Examples of projects include book and film discussion programs, exhibits, living history presentations and other programs at libraries.</td>
<td>No</td>
</tr>
<tr>
<td>82</td>
<td>Google for Education</td>
<td>$25,000</td>
<td>Google</td>
<td>Varies</td>
<td>100% In-Kind Match</td>
<td>No new positions</td>
<td>The Google RISE Awards is an annual grant program promoting computer science programs for K-12 pre-university age youth. Grant funding may be used to enhance library services, resources, materials and programming activities in the area of computer science.</td>
<td>No</td>
</tr>
<tr>
<td>83</td>
<td>American Library Association (ALA)</td>
<td>$10,000</td>
<td>American Library Association</td>
<td>Varies</td>
<td>100% In-Kind Match</td>
<td>No new positions</td>
<td>A variety of grants that provide funding or material support for present or future activities. Grants may be utilized to support the planning and implementation of programs, aid in the preparation of a dissertation or other publications and to promote research in library and information sciences. Grants are also given to support travel to conferences, such as the ALA Annual Conference, or other events that can broaden an individual’s experience or education in librarianship.</td>
<td>No</td>
</tr>
<tr>
<td>84</td>
<td>Young Adult Library Services Association (YALSA)</td>
<td>$25,000</td>
<td>Young Adult Library Services Association</td>
<td>Varies</td>
<td>No Match Required</td>
<td>No new positions</td>
<td>Grants and awards to support services, resources and programming activities for young adults in the community. Awarded funding may be used towards expanding/improving the teen collection, print, non-print and/or digital materials, implementation of new or support ongoing successful programs for youth.</td>
<td>No</td>
</tr>
</tbody>
</table>
CEO-Legislative Affairs Office  
Grant Authorization eForm

☐ GRANT APPLICATION / ☑ GRANT AWARD

| Today's Date: | April 23, 2019 |
| Requesting Agency/Department: | OC Public Works, OC Environmental Resources |
| Grant Name and Project Title: | Flood Emergency Response Projects – Statewide Grant Upgrade of the Flood Warning Systems in Southern California to ALERT 2 Capacity Project (3rd Round) |
| Sponsoring Organization/Grant Source: | State of California Department of Water Resources |
| Application Amount Requested: | $180,000 |
| Application Due Date: | N/A |
| Board Date when Board Approved this Application: | 3/03/2015 |
| Awarded Funding Amount: | N/A |
| Notification Date of Funding Award: | N/A |

Is this an Authorized Retroactive Grant Application/Award? No
(If yes, attach memo to CEO)

| Recurrence of Grant | New ☐ Recurrent ☑ Other ☑ Explain: This grant application was approved on Grant March 3, 2015. |

If this is a recurring grant, please list the funding amount applied for and awarded in the past:
1st Round Funding: Received $125,000 for Phase 1; Completed 2/1/2017
2nd Round Funding: Received $135,000 for Phase 2; Scheduled for Completion 7/1/2019
3rd Round Funding: Requested and Offered $180,000 for Phase 3

| Does this grant require CEQA findings? | Yes ☐ No ☑ |
| What Type of Grant is this? | Competitive ☑ Other Type ☐ Explain |
| County Match? | Yes ☐ Amount _____ or _____ % No ☑ |
| How will the County Match be Fulfilled? | N/A |
| (Please include the specific budget) | |
| Will the grant/program create new part or full-time positions? | No |

Purpose of Grant Funds:
Provide a summary and brief background of why Board of Supervisors why should accept this grant application/award, and how the grant will be implemented.

The Flood Emergency Response Grants are provided by the California Department of Water Resources (DWR) through the FloodSAFE Initiative, which is designed to improve flood management within the State. The objective of the grants is to improve local flood emergency response and contribute to increased public safety. California public agencies with primary responsibility for flood emergency response and coordination are eligible to apply for this competitive grant.

Ventura County has taken the lead on the grant application and included Orange and other counties. OC Public Works has already received $260,000 in funding to upgrade the Automated Local Evaluation in Real Time (ALERT) System backbone and many of the field sites during the first two phases of this grant.
County of Orange personnel and the public depend on the ALERT system for real-time weather data and, using this information, the County can take appropriate actions, including evacuations, road closures, and flood channel maintenance, when necessary.

This is the 3rd Phase of the same grant to complete the network upgrades. OC Public Works has requested and received approval for $180,000 to upgrade the last of the ALERT field transmitting sites. This will complete the ALERT2 network upgrades.

<table>
<thead>
<tr>
<th>Board Resolution Required?</th>
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<tbody>
<tr>
<td>(Please attach document to eForm)</td>
</tr>
<tr>
<td>Yes ☐ No ☒</td>
</tr>
</tbody>
</table>

| Deputy County Counsel Name: |
| (Please list the Deputy County Counsel that approved the Resolution) |

| Recommended Action/Special Instructions |
| (Please specify below) |

Request delegation of signature authority to the Director, OC Public Works, or designee to execute agreement with the lead agency, County of Ventura, and related documents.

| Department Contact: |
| List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information |
| Bryan Pastor, Senior Environmental Specialist, (714) 955-0662, bryan.pastor@ocpw.ocgov.com |
| Beatrice Musacchia, Senior Environmental Specialist, (714) 955-0612, beatrice.musacchia@ocpw.ocgov.com |
| Eileen DePuy, OCPW Grant Coordinator, (714) 955-0255, eileen.depuy@ocpw.ocgov.com |

| Name of the individual attending the Board Meeting: |
| List the name of the individual who will be attending the Board Meeting for this Grant Item: |
| Shane L. Silsby, Director, OC Public Works |
| Khalid Bazmi, Assistant Director/County Engineer, OC Public Works |
| Amanda Carr, OC Environmental Resources Deputy Director, OC Public Works |
**CEO-Legislative Affairs Office**  
**Grant Authorization eForm**  

**☐ GRANT APPLICATION / ☐ GRANT AWARD**

<table>
<thead>
<tr>
<th>Field</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Today's Date:</strong></td>
<td>April 16, 2019</td>
</tr>
<tr>
<td><strong>Requesting Agency/Department:</strong></td>
<td>OCHCA – Behavioral Health Services</td>
</tr>
<tr>
<td><strong>Grant Name and Project Title:</strong></td>
<td>Community Services Infrastructure Grant Program</td>
</tr>
<tr>
<td><strong>Sponsoring Organization/Grant Source:</strong></td>
<td>California Health Facilities Financing Authority (CHFFA)</td>
</tr>
<tr>
<td><strong>Application Amount Requested:</strong></td>
<td>Up to $4,000,000</td>
</tr>
<tr>
<td><strong>Application Due Date:</strong></td>
<td>April 30, 2019</td>
</tr>
<tr>
<td><strong>Board Date when Board Approved this Application:</strong></td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Awarded Funding Amount:</strong></td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Notification Date of Funding Award:</strong></td>
<td>N/A</td>
</tr>
</tbody>
</table>

**Is this an Authorized Retroactive Grant Application/Award?**  
(If yes, attach memo to CEO)

- **Recurrence of Grant:**  
  - New ☒  
  - Recurrent ☐  
  - Other ☐  

**If this is a recurring grant, please list the funding amount applied for and awarded in the past:**

**Does this grant require CEQA findings?**  
- Yes ☐  
- No ☒

**What Type of Grant is this?**  
- Competitive ☒  
- Other Type ☐  

**County Match?**  
- Yes ☐  
- No ☒  

**How will the County Match be Fulfilled?**  
(Please include the specific budget)

**Will the grant/program create new part or full-time positions?**  
- Yes ☒  
- No ☐

**Purpose of Grant Funds:**  
Provide a summary and brief background of why Board of Supervisors why should accept this grant application/award, and how the grant will be implemented.

In 2016, Senate Bill 843, Section 52 established a competitive grant program to disburse funds for the purpose of creating and expanding community alternatives to incarceration. The Community Services Infrastructure (CSI) Grant Program, administered by the California Health Facilities Financing Authority (CHFFA), intends to expand access to jail and prison diversion programs and services; create or expand mental health treatment facilities, substance use disorder treatment facilities, and trauma-centered service facilities in local communities; and reduce the need of mental health treatment, substance use disorder treatment, and trauma-centered services in jails and prisons.

A call for applications was issued by CHFFA on November 26, 2018, for the CSI Grant Program. Up to $4,000,000 in grant funding is available for Counties with populations between 1,100,001 and 5,000,000. Funds may be used for facility acquisition, renovation, equipment and furnishings, information technology, and/or 3 months of program start-up costs (i.e., staff salaries, benefits, and training).

The Health Care Agency is seeking authorization to apply for up to $4,000,000 under the CSI Grant Program. Anticipated use of these funds include furnishings and equipment, information technology, and three months of program start up for portions of...
the Be Well OC Behavioral Health Services hub on Anita Drive in Orange that will serve individuals who are diverted from the justice system. It is anticipated that many of the individuals diverted from jail to the services hub will be in need of substance use services, and that the vast majority of referrals to the sobering station (i.e., substance use disorder intake and referral program) will come from law enforcement.

On January 19, 2019, your Honorable Board approved the Health Care Agency to distribute $18,600,000 in MHSA funding for the design and construction of the Be Well OC Behavioral Health Services hub. If awarded, this CHFFA grant funding would allow the Health Care Agency to redirect a portion of the MHSA funding earmarked for the construction of this hub to other needed MHSA services.

<table>
<thead>
<tr>
<th>Board Resolution Required?</th>
<th>Yes ☐</th>
<th>No ☑</th>
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<tbody>
<tr>
<td>Deputy County Counsel Name:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Recommended Action/Special Instructions</td>
<td></td>
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<tr>
<td>(Please provide the Deputy County Counsel that approved the Resolution)</td>
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<td>(Please specify below)</td>
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</table>

Authorize the Health Care Agency Director (HCA Director) or designee to apply for funding from the California Health Facilities Financing Authority (CHFFA) to participate in the Community Services Infrastructure Grant Program; and

Authorize the HCA Director or designee to sign and execute documents and any amendments related to the application for and participation in the CHFFA Community Services Infrastructure Grant Program, as noted above, on behalf of the County of Orange.

<table>
<thead>
<tr>
<th>Department Contact:</th>
<th>List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annette Mugrdochian, 714-834-5026, <a href="mailto:amugrdochian@ochca.com">amugrdochian@ochca.com</a></td>
<td></td>
</tr>
<tr>
<td>Jeff Nagel, 714-834-7024; <a href="mailto:jnagel@ochca.com">jnagel@ochca.com</a></td>
<td></td>
</tr>
</tbody>
</table>

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<thead>
<tr>
<th>Name of the individual attending the Board Meeting:</th>
<th>List the name of the individual who will be attending the Board Meeting for this item:</th>
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</thead>
<tbody>
<tr>
<td>Annette Mugrdochian, Director of Operations, Behavioral Health Services</td>
<td></td>
</tr>
<tr>
<td>Jeff Nagel, Behavioral Health Director</td>
<td></td>
</tr>
</tbody>
</table>

[Health Care Agency CHFFA CSI Grant Authorization]
CEO-Legislative Affairs Office
Grant Authorization eForm

**GRANT APPLICATION / GRANT AWARD**

<table>
<thead>
<tr>
<th><strong>Today's Date:</strong></th>
<th>April 16, 2019</th>
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</thead>
<tbody>
<tr>
<td><strong>Requesting Agency/Department:</strong></td>
<td>Health Care Agency/Orange County Public Health Services – 17th Street Testing, Treatment and Care and Orange County Public Health Laboratory.</td>
</tr>
<tr>
<td><strong>Grant Name and Project Title:</strong></td>
<td>Enhanced Laboratory Capacity Project T: Gonococcal Isolate Surveillance Project</td>
</tr>
<tr>
<td><strong>Sponsoring Organization/Grant Source:</strong></td>
<td>California Department of Public Health/ Public Health Foundation Enterprises, Inc. DBA Heluna Health</td>
</tr>
<tr>
<td><strong>Application Amount Requested:</strong></td>
<td>$65,000</td>
</tr>
<tr>
<td><strong>Application Due Date:</strong></td>
<td>5/8/2019</td>
</tr>
<tr>
<td><strong>Board Date when Board Approved this Application:</strong></td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Awarded Funding Amount:</strong></td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Notification Date of Funding Award:</strong></td>
<td>N/A</td>
</tr>
</tbody>
</table>

**Is this an Authorized Retroactive Grant Application/Award?**
(If yes, attach memo to CEO)

Recurrence of Grant
- New [ ]
- Recurrent [X]
- Other [ ] Explain:

If this is a recurring grant, please list the funding amount applied for and awarded in the past:

FY 17-18: $43,776

Does this grant require CEQA findings?
- Yes [ ]
- No [X]

What Type of Grant is this?
- Competitive [ ]
- Other Type [X] Explain: State Selected Recipient

County Match?
- Yes [ ] Amount _____ or _____ %
- No [X]

How will the County Match be Fulfilled?
(Please include the specific budget)
- N/A

Will the grant/program create new part or full-time positions?
- N/A

**Purpose of Grant Funds:**
Provide a summary and brief background of why Board of Supervisors why should accept this grant application/award, and how the grant will be implemented.

Since 1992, the Orange County Public Health Services (PHS) 17th Street Testing, Treatment and Care and Orange County Public Health Laboratory (PHL) have been participating in the Gonococcal Isolate Surveillance Program (GISP) to monitor antimicrobial susceptibility of strains of Gonorrhea (GC) in the US, using guidelines provided by the Centers for Disease Control (CDC) and through an agreement with CDPH.

In 2017, an enhanced project (eGISP) was introduced to evaluate gonococcal antimicrobial resistance at additional anatomic sites and in expanded populations. GISP is now a combined project made up of both GISP and eGISP components. The project functions to phenotypically characterize isolates collected through this surveillance system and uses this data to assist in national gonococcal treatment recommendations.
The PHL will test all specimens for GC and ship positive samples to CDC- approved laboratories for susceptibility testing. Specific detailed demographic and surveillance data will be collected on enrolled patients and sent to CDC and CDPH for comparison and analysis.

The grant funds will support the PHL testing and shipping of samples to the outside laboratories.

The funding period is 8/1/2019 through 7/31/2020.

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<tr>
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<th>Yes ☐</th>
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<td></td>
<td></td>
</tr>
<tr>
<td>(Please list the Deputy County Counsel that approved the Resolution)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Recommended Action/Special Instructions**

(These specify below)

Authorize the Health Care Agency Director, or designee, to submit the application for ELC Project T: Gonococcal Isolate Surveillance Project and to accept up to $65,000 of funding from CDPH without further Board action, to the extent allowed by Board policy.

<table>
<thead>
<tr>
<th>Department Contact:</th>
<th>List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.</th>
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</thead>
<tbody>
<tr>
<td>Marc Meulman, 714-834-2980, <a href="mailto:mmeulman@ochca.com">mmeulman@ochca.com</a></td>
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<tr>
<td>David Souleles, 714-834-3882, <a href="mailto:dsouleles@ochca.com">dsouleles@ochca.com</a></td>
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**CEO-Legislative Affairs Office**  
**Grant Authorization eForm**  

**GRANT APPLICATION / GRANT AWARD**

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<tr>
<td>Requesting Agency/Department:</td>
<td>Health Care Agency/Public Health Services</td>
</tr>
<tr>
<td>Grant Name and Project Title:</td>
<td>Lab Aspire Assistant Director Fellowship</td>
</tr>
<tr>
<td>Sponsoring Organization/Grant Source:</td>
<td>California Department of Public Health (CDPH), Office of the State Public Health Laboratory Director (OSPFLD), CDPH Laboratory Field Services (LFS) and California Association of Public Health Laboratory Directors (CAPHLG)</td>
</tr>
<tr>
<td>Application Amount Requested:</td>
<td>$30,000</td>
</tr>
<tr>
<td>Application Due Date:</td>
<td>April 26, 2019</td>
</tr>
<tr>
<td>Board Date when Board Approved this Application:</td>
<td>N/A</td>
</tr>
<tr>
<td>Awarded Funding Amount:</td>
<td>N/A</td>
</tr>
<tr>
<td>Notification Date of Funding Award:</td>
<td>April 2018</td>
</tr>
<tr>
<td>Is this an Authorized Retroactive Grant Application/Award?</td>
<td>(If yes, attach memo to CEO)</td>
</tr>
<tr>
<td>Recurrence of Grant</td>
<td>Recurrent ☒  Other ☐ Explain:</td>
</tr>
<tr>
<td>If this is a recurring grant, please list the funding amount applied for and awarded in the past:</td>
<td>FY 16-17: $25,000  FY 17-18: $30,000</td>
</tr>
<tr>
<td>Does this grant require CEQA findings?</td>
<td>Yes ☐  No ☒</td>
</tr>
<tr>
<td>What Type of Grant is this?</td>
<td>Competitive ☒  Other Type ☐ Explain:</td>
</tr>
<tr>
<td>County Match?</td>
<td>Yes ☒ Amount _____ or _____ %  No ☒</td>
</tr>
<tr>
<td>How will the County Match be Fulfilled?</td>
<td>N/A</td>
</tr>
<tr>
<td>Will the grant/program create new part or full-time positions?</td>
<td>No</td>
</tr>
</tbody>
</table>

**Purpose of Grant Funds:**

Due to shortages of qualified public health laboratory directors statewide, California Department of Public Health has made funding available for local Public Health laboratory managers across the state to enroll in doctoral degrees ultimately qualifying them to become lab directors. The Health Care Agency Public Health Laboratory Manager, Lydia Mikhail, an Administrative II, meets the criteria for the LabAspire Fellowship and HCA is requesting up to $30,000 through the application to support her third year of tuition, fees, required supplies and required travel, for the Dr.PH/Public Health Laboratory Science and Practice degree.

No County general funds are required nor will be utilized for the program. Participation in the program will be done on the employee's personal time.

**Board Resolution Required?**

| Yes ☐ | No ☒ |

(Please attach document to eForm)
**Deputy County Counsel Name:**  
(Please list the Deputy County Counsel that approved the Resolution)

**Recommended Action/Special Instructions**  
(Please specify below)

Authorize the Health Care Agency Director, or designee, to submit the application for CAPHLD Lab Aspire Assistant Director Fellowship and to accept up to $30,000 of funding from CDPH without further Board action, to the extent allowed by Board policy.

<table>
<thead>
<tr>
<th><strong>Department Contact:</strong></th>
<th>List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Megan Crumpler, 714-834-8379</td>
<td></td>
</tr>
</tbody>
</table>

**Name of the individual attending the Board Meeting:**  
List the name of the individual who will be attending the Board Meeting for this Grant Item:

David Souleles
CEO-Legislative Affairs Office
Grant Authorization eForm

☐ GRANT APPLICATION / ☐ GRANT AWARD

<table>
<thead>
<tr>
<th>Today's Date:</th>
<th>April 8, 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Requesting Agency/Department:</td>
<td>OC Waste &amp; Recycling</td>
</tr>
<tr>
<td>Grant Name and Project Title:</td>
<td>The Carl Moyer Memorial Air Quality Standards Attainment Program (Carl Moyer Program)</td>
</tr>
<tr>
<td>Sponsoring Organization/Grant Source:</td>
<td>South Coast Air Quality Management District (SCAQMD)</td>
</tr>
<tr>
<td>Application Amount Requested:</td>
<td>$691,511</td>
</tr>
<tr>
<td>Application Due Date:</td>
<td>June 4, 2019</td>
</tr>
<tr>
<td>Board Date when Board Approved this Application:</td>
<td>April 23, 2019</td>
</tr>
<tr>
<td>Awarded Funding Amount:</td>
<td>TBD</td>
</tr>
<tr>
<td>Notification Date of Funding Award:</td>
<td>TBD</td>
</tr>
</tbody>
</table>

Is this an Authorized Retroactive Grant Application/Award? No
(If yes, attach memo to CEO)

<table>
<thead>
<tr>
<th>Recurrence of Grant</th>
<th>New ☐</th>
<th>Recurrent ☐</th>
<th>Other ☒ Explain:</th>
</tr>
</thead>
<tbody>
<tr>
<td>If this is a recurring grant, please list the funding amount applied for and awarded in the past:</td>
<td>In the past, OC Waste &amp; Recycling had applied and received grant funding from the Surplus Off-Road Opt-In for NOx (SOON) Program, which is similar to the Carl Moyer Program. Below is additional information from previous grants that the Department received from SCAQMD through the SOON Program:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Year</td>
<td>Amount Received</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2010</td>
<td>$1,055,705</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2011</td>
<td>$248,298</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2011</td>
<td>$78,941</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Does this grant require CEQA findings? Yes ☐ No ☒

What Type of Grant is this? Competitive ☒ Other Type ☐ Explain: |

County Match? Yes ☒ No ☐

How will the County Match be Fulfilled? The total cost for replacing the two heavy equipment is $3,300,000. OC Waste & Recycling is requesting a grant funding in the amount of $691,511 (21%) with a County match of $2,608,489.

Will the grant/program create new part or full-time positions? N/A

Purpose of Grant Funds: Provide a summary and brief background of why Board of Supervisors why should accept this grant application/award, and how the grant will be implemented.

The primary purpose of this grant is to provide assistance and financial incentives to fleet owners for the replacement or upgrade of high emitting engine vehicle to achieve near-term emission reduction of nitrogen oxides (NOx), Particulate Matter, and Reactive Organic Gas (ROG) from heavy-duty on-road or off-road equipment. The grant funds will be used to replace existing heavy equipment vehicles with lower emission heavy equipment vehicles, thus reducing the overall emission and improving air quality. The grant supports the department’s goal of reducing emissions in order to meet the California Air Resources Board’s In-use Off-Road Diesel Vehicle Regulations by 2023. The grant will also offset some of the cost associated the department heavy equipment expenditures.
<table>
<thead>
<tr>
<th><strong>Board Resolution Required?</strong></th>
<th>Yes ☐ No ☒</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Deputy County Counsel Name:</strong></td>
<td>If the application is approved, the OC Waste &amp; Recycling will return to the Board of Supervisors for approval of a grant resolution addressing the requirements of the grant. OCWR County Counsel, Mr. Paul Albarian, has reviewed and approved the grant application.</td>
</tr>
<tr>
<td><strong>Recommended Action/Special Instructions</strong></td>
<td>Authorize the Director of OCWR to sign all necessary application documents required for the submission of the application and supporting documentation to the South Coast Air Quality Management District.</td>
</tr>
<tr>
<td><strong>Department Contact:</strong></td>
<td>John Benson at 714-834-4165, or <a href="mailto:John.Benson@ocwr.ocgov.com">John.Benson@ocwr.ocgov.com</a></td>
</tr>
<tr>
<td><strong>Name of the individual attending the Board Meeting:</strong></td>
<td>John Benson</td>
</tr>
</tbody>
</table>

List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.
Date: April 17, 2019
To: Clerk of the Board of Supervisors
CC: County Executive Office
From: Frank Kim, County Executive Officer
Re: ASR Control #: 19-000449, Meeting Date 4/23/19, Item No. # 47
Subject: Approve Contract for Moving and Related Services

Explanation:

The term of the subordinate contract should not extend past the term of the original Regional Corporative Agreement (RCA), therefore, this recommended action needs to be updated to reflect this information.

☑ Revised Recommended Action(s)

Authorize the County Procurement Officer or authorized Deputy to execute a subordinate Contract with Suddath Relocation Systems of California, Inc. and Rondeux Relocation Services, Inc. dba Penn Corporate Relocation for Moving and Related Services, in a total amount not-to-exceed $850,000, for each vendor, for a Contract term of three years, with the option to renew for two additional one-year terms, upon Board of Supervisors approval.

☐ Make modifications to the:
   ☐ Subject   ☐ Background Information ☐ Summary ☐ Financial Impact

☐ Revised Attachments (attach revised attachment(s) and redlined copy(s))
MEMORANDUM

To: Robin Stieler, Clerk of the Board

From: Supervisor Andrew Do

Date: 04/15/2019

RE: Supplemental Item for 04/23 Agenda – Appointment Duy Tan Nguyen to the OC Parks Commission, District 1 Vacancy

Please add the following supplemental item for the April 23, 2019 Board of Supervisors meeting:

- Appointment of Duy Tan Nguyen to the OC Parks Commission, term concurrent with my term.

Thank you.

cc: Valerie Sanchez, Chief Deputy Clerk of the Board
APPLICATION FOR COUNTY OF ORANGE
BOARD, COMMISSION OR COMMITTEE

Return to:
Clerk of the Board of Supervisors
333 West Santa Ana Blvd., Suite 465
Santa Ana, California 92701
Website: www.ocgov.com/gov/cob/

Instructions: Please complete each section below. Be sure to enter the title of the Board, Commission or Committee for which you desire consideration. For information or assistance, please contact the Clerk of the Board of Supervisor's Office at (714) 834-2206. Please print in ink or type. This application shall be maintained for a period of 1 year. After one year, it is necessary to file a new application for another year of eligibility.

BOARD, COMMISSION, OR COMMITTEE TO WHICH YOU ARE APPLYING FOR MEMBERSHIP:
Parks Commission

SUPERVISORIAL DISTRICT IN WHICH YOU RESIDE: □ First □ Second □ Third □ Fourth □ Fifth

APPLICANT NAME AND RESIDENCE ADDRESS:
Duy Tan Nguyen
Garden Grove,

CURRENT EMPLOYER: Bank of the West

OCCUPATION/JOB TITLE

BUSINESS ADDRESS:

BUSINESS PHONE NUMBER

ARE YOU A CITIZEN OF THE UNITED STATES: □ YES □ NO

NAME OF COUNTRY OF CITIZENSHIP: United States of America

ARE YOU A REGISTERED VOTER? □ YES □ NO
IF YES, NAME COUNTY YOU ARE REGISTERED IN: Orange

EMPLOYMENT HISTORY: Please attach a resume to this application and provide any information that would be helpful in evaluating your application.

Revised 3-29-17
LIST ALL CURRENT PROFESSIONAL OR COMMUNITY ORGANIZATIONS AND SOCIETIES OF WHICH YOU ARE A MEMBER.

ORGANIZATION/SOCIETY

N/A

WITHIN THE LAST FIVE YEARS, HAVE YOU BEEN AFFILIATED WITH ANY BUSINESS OR NONPROFIT AGENCY(IES)? [ ] YES [ ] NO

DO YOU OWN REAL OR PERSONAL PROPERTY OR HAVE FINANCIAL HOLDING WHICH MIGHT PRESENT A POTENTIAL CONFLICT OF INTEREST? [ ] YES [ ] NO

HAVE YOU BEEN CONVICTED OF A FELONY OR MISDEMEANOR CRIME SINCE YOUR 18TH BIRTHDAY, EXCLUDING ARRESTS OR DETENTIONS THAT DID NOT RESULT IN A CONVICTION; CONVICTIONS THAT HAVE BEEN JUDICIA LY DISMISSED, EXPUNGED OR ORDERED SEALED; AND CERTAIN MARIJUANA RELATED CONVICTIONS THAT ARE OLDER THAN TWO YEARS, AS LISTED IN CALIFORNIA LABOR CODE § 432.8 (INCLUDING VIOLATIONS OF CALIFORNIA HEALTH AND SAFETY CODE SECTIONS 11357(B) AND (C), 11360(C) 11364, 11365 AND 11550 – AS THEY RELATE TO MARIJUANA)? [ ] YES [ ] NO

IF YES, PLEASE EXPLAIN AND ATTACH ADDITIONAL SHEETS, IF NECESSARY.

____________________

PLEASE BRIEFLY EXPLAIN WHY YOU WISH TO SERVE ON THIS BOARD, COMMITTEE, OR COMMISSION. ATTACH ADDITIONAL SHEETS, IF NECESSARY.

I want to serve the community that I'm currently reside.

____________________

DATE: 4/12/2019 APPLICANTS SIGNATURE: ______________________

CLERK OF THE BOARD OF SUPERVISORS USE ONLY – DO NOT WRITE BELOW THIS LINE

Data Received: ______________________  Received by: ______________________  Deputy Clerk of the Board of Supervisors

Date referred: ______________________

To: [ ] BOS District 1  [ ] BOS District 2  [ ] BOS District 3  [ ] BOS District 4  [ ] BOS District 5

[ ] All BOS  [ ] BCC Contact Person Name

Page 2 of 2

Revised 3-29-17
Duy T. Nguyen

SUMMARY:
A senior-level banker with 24 years of commercial banking expertise with an emphasis in C & I, commercial real estate, financial investigative and analyst, and multi-families lending. A self-motivated leader with excellent team building, negotiation skills, and strong retention management. Consistent achievements as a top producer-increase revenues, portfolios, and profits through expertise in business development, relationship building, and exceptional service follow up. Strategic planning, sales, and marketing experience combine with qualifications in staff development, coaching, and management to drive and deliver performance results. A multi-year of being a professional & resourceful financial analyst.

EXPERIENCE:

05/18 to Present
BANK OF THE WEST – Downey, CA
Vice President Senior Lead Relationship Manager
- Manages existing portfolio and stays informed on their condition is aware of developing trends in the market which may impact credit quality.
- Serves as primary contact with assigned prospective and current customers for all financial needs.
- Focus is on finding new business opportunities to sell the Bank’s products and services.
- Works closely with underwriting teams on new credit requests and renewals.
- Conducts analysis of pertinent credit information and/or credit checks.
- Manages all communications with customer related to credit and non-credit issues.
- Works with commercial documentation department and Business Credit Management team in the review of loan documents.
- Maintains annual goals for portfolio maintenance, portfolio growth, and new business development.

03/16 to 04/18
US METRO BANK - Garden Grove, CA
First Vice President Commercial Loans
- Highly effective in creating a sales team to attract new C & I business within the low to middle market companies.
- Expert in managing commercial clients and developing new business
- Expertise in CRE and Construction lending.
- Managed a sales staff responsible for the sale of commercial loan products.
- Developed revenue, volume, and market share objectives for an assigned staff and market area.
- Led a team of professional bankers (4 junior BDOs, and underwriter, and a processor).
- Developed and administers annual budget for an assigned area.

12/13 to 03/16
EASTWEST BANK - Westminster, CA
Vice President Business Relationship Manager
- Collaborated with Branch Manager to develop and implement customer strategic marketing plans.
- Achieved annual goals through the business generation of C&I, CRE, Multifamily, SBA, Treasury
- Management, Deposit, Investment, Cross-Border and other commercial and consumer products offered through East West Bank.
- Provided training, guidance, and coaching to new BRO/BRMs.
JPMORGAN CHASE BANK - La Habra, CA
04/11 to 12/13
Assistant Vice President Relationship Manager
- Developed focused strategies for retaining and growing existing client relationships.
- Teamed with Product Specialists to cross-sell credit and non-credit products/services, the maximizing profitability of assigned portfolio.
- Partnered effectively with Credit Officers, as the first level sponsor for credit decisions and to provide underwriting support for the team.
- Prepared client proposals and reviews to identify opportunities for presenting unsolicited solutions and advice.

REDSUN FINANCIAL CORPORATION - Fountain Valley, CA
01/08 to 02/11
Partner
- Organized business partners and investors to develop a new commercial lending company.
- Developed underwriting guidelines, lending policies, as well as company rules and regulations.
- Designed company’s expenses, budgeting, salaries, and commission models.
- Conducted interviews and hired employees for all positions.
- Negotiated terms with community banks and credit unions to purchase funded loan on the secondary market.
- Appeared on television and radio to market the company and its products.

METROPACIFIC BANK - Irvine, CA
06/05 to 11/07
Vice President Commercial Relationship Manager / Team Leader
- Presented loans to Senior Management and Loan Committee for approval.
- Oversaw all loan production; including consumer, mortgage, and commercial real estate loans.
- Managed team of Business Development Officers and underwriters.
- Provided training, guidance, coaching and updated BDO with new banking regulations.

FLEET BANK - Weymouth, MA
11/03 to 05/05
Vice President Business Banking
- Increased income opportunity through cross selling various business products, merchant services, and investments.
- Participated in credit approval process and partnered with portfolio credit managers.
- Partnered with branch managers on visits to customers and prospective customers.
- Performed interviews and evaluated business bankers’ performance.
- Conducted training and coaching with new bank products, changes in policies and guidelines.

FLEET SECURITIES, INC. - Boston, MA
08/99 to 10/03
Assistant Capital Markets – Leveraged Finance
- Developed financial models outlining comparable companies and ratio analysis
- Participated in drafting of high yield, mezzanine, and private placement Offering Memorandums
- Developed business presentations highlighting Fleet’s strengths, current high yield market conditions and financing considerations
- Analyzed and underwrote high yield transactions from US$75,000,000 to US$1 billion.
EDUCATION:

University of Massachusetts – Boston, MA
Bachelor of Science Degree (2003)

TRAINING/CERTIFICATES:

- Credit Analysis Training with Chase Bank
  May 2012 - Management Training Program, Chase Bank
  November 2011
- Small Business Programs, Fleet Bank
  March 2003
- Credit Analysis Training with Fleet Securities
  February 2000

MILITARY AND COMMUNITY INVOLVEMENTS:

California State Military Reserve, from 2013 to present
Vice-President and Director, Vietnamese-American Business Network (VABN), from 2007 to 2008.
Director, Vietnamese-American Chamber of Commerce Orange County of CA (VACOC), from 2005 to 2007.
April 17, 2019

To: Clerk of the Board of Supervisors

From: Frank Kim, County Executive Officer

Subject: Exception to Rule 21

The County Executive Office is requesting a Supplemental Agenda Staff Report for the April 23, 2019, Board Hearing.

Agency: Sheriff-Coroner
Subject: Approve Praeses LLC Contract for Consultant Services for Inmate Telephone System
Districts: All Districts

Reason for supplemental: This agenda staff report needs to be heard by the Board of Supervisors as soon as possible because the proposed vendor is needed to assist with the Request for Proposals process to secure a contractor to provide inmate telephone services. This Agenda Staff Report and attachments were finalized after the filing deadline to the Clerk of the Board.

Concur:
Chairwoman Lisa A. Bartlett, Supervisor, Fifth District

cc: Board of Supervisors
County Executive Office
County Counsel
SUPPLEMENTAL AGENDA ITEM
AGENDA STAFF REPORT

MEETING DATE: 4/23/19
LEGAL ENTITY TAKING ACTION: Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S): All Districts
SUBMITTING AGENCY/DEPARTMENT: Sheriff-Coroner
DEPARTMENT HEAD REVIEW: Department Head Signature
DEPARTMENT CONTACT PERSON(S): Bill Baker (714) 647-1802
Greg Boston (714) 939-4848

SUBJECT: Approve Praeses LLC Contract for Consultant Services for Inmate Telephone System

CEO CONCUR

COUNTY COUNSEL REVIEW
Approved as to form

CLERK OF THE BOARD
Discussion
3 Votes Board Majority

Budgeted: Yes  Current Year Cost: $51,233  Annual Cost:
FY 2019-20 $223,767

Staffing Impact: No  # of Positions: N/A  Sole Source: Yes

Current Fiscal Year Revenue: N/A
Funding Source GF: 100%
County Audit in last 3 years N/A


RECOMMENDED ACTION(S):
Authorize the County Procurement Officer or authorized Deputy to execute sole source contract with Praeses LLC for Consultant Services for Inmate Telephone System Services, for the period of April 23, 2019 through April 22, 2020, in an amount not to exceed $275,000, renewable for four additional one-year periods.

SUMMARY:
Approval of sole source contract with Praeses LLC will allow the Sheriff-Coroner Department to contract for consulting management services to assist in the oversite of inmate telephone service providers under contract and assistance with development of a scope of work for a subsequent Request for Proposals for Correctional/Institutional communications and technologies.
BACKGROUND INFORMATION:
The Orange County Jail System and Probation Department require telephone services for their inmates, detainees and/or wards, and have historically contracted out for these services. This is a revenue-generating contract for the Inmate and Ward Welfare Funds. The following table details the recent Board of Supervisors (Board) actions related to the Sheriff-Coroner Department (Sheriff) inmate telephone services contract with Global Tel Link Corporation (GTL). If approved by the Board, the proposed contract with Praeses LLC will assist with oversight of the current inmate telephone services contract.

<table>
<thead>
<tr>
<th>Board Approved</th>
<th>Amendment Number or Contract</th>
<th>Contract Term</th>
<th>Contract Amount</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>4/8/14</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>Approved release of a Request for Proposals (RFP) for the provision of Inmate Telephone Services on April 9, 2014</td>
</tr>
<tr>
<td>11/25/14</td>
<td>Contract</td>
<td>11/25/14 - 11/24/17</td>
<td>$4,350,000</td>
<td>Approved the award recommendation of GTL, with the option to renew for seven additional one-year terms</td>
</tr>
<tr>
<td>10/17/17</td>
<td>1</td>
<td>11/25/17 - 11/24/18</td>
<td>$3,168,000</td>
<td>Following a Federal Communications Commission Order imposing rate caps for local and long distance calls, approved amendment to lower rates.</td>
</tr>
<tr>
<td>11/6/18</td>
<td>2</td>
<td>11/25/18 - 5/24/19</td>
<td>$1,584,000</td>
<td>Renewed the contract for a six-month period with the option for two additional six-month renewals without Board Action.</td>
</tr>
</tbody>
</table>

The contract with GTL was not renewed for the standard one-year renewal period as Sheriff received a report of a number of attorney telephone calls that were inappropriately recorded and decided to evaluate its long-term relationship with the contractor. However, as inmates are entitled to telephone services according to California Code of Regulations Title 15, the current contract was renewed with Board approval on November 25, 2018, until a Scope of Work can be developed for a new RFP Process that will take into account all of the new technologies that may be available in Correctional/Institutional communication and technology such as email systems, video visitation, tablets and any other options available in the Correctional realm.

On November 6, 2018, when the Board approved Amendment Number Two with GTL to renew the contract for a six-month period in order to allow evaluation of the relationship of the current Inmate Telephone Services Provider, the Board also delegated authority to Sheriff to execute an additional six-month extension of the current contract to November 24, 2019. Additionally, the Board delegated authority to Sheriff to execute an additional six-month extension, if needed, to allow for the smooth transition to the contract. At this Board meeting, Sheriff shared its plans to contact with a company that could oversee the inmate telephone services contract and provide Sheriff’s staff with consulting services to establish a procedure to manage attorney calls. Sheriff expressed an interest in utilizing the consulting services to ensure a smooth transition to a new vendor, should a new provider be selected through an RFP process.
Sheriff now requests Board approval to execute the sole source contract with Praeses LLC for Consultant Services for Inmate Telephone System Services, April 23, 2019 through April 22, 2020, in an amount not to exceed $275,000, renewable for four additional one-year periods.

The proposed contract with Praeses LLC is a sole source contract and a completed Sole Source Request Form is attached to this Agenda Staff Report (ASR). (See Attachment B.) Praeses LLC has provided California sheriff departments with services such as consulting, vendor and supplier compliance, rate validation and revenue reconciliation and assistance during RFPs including Scope of Work development assistance for 14 years. After several contracting processes, multiple California sheriff departments, including San Francisco and Ventura, have determined that Praeses LLC is the only company in the industry that can provide these expert services. The County of San Francisco recently completed an RFP process for the specific type of consulting service and determined that Praeses LLC was the only qualified provider.

The proposed contract contains non-standard contract terms, including under the General Terms and Conditions Section D. Taxes, Section S. Confidentiality and Section Z. Indemnification. Under Additional Terms and Conditions, the proposed contract contains non-standard contract terms under Section 3. Renewal, Section 13. Contractor’s Records and Section 17. Data – Title To. County Counsel and CEO/Risk Management have reviewed these terms and determined that they do not pose a significant risk to the County. A Risk Assessment or Modification of Insurance Terms Form is attached (Attachment C).

Sheriff has conducted reference checks for this contractor with Ventura County Sheriff’s Department, Sacramento Sheriff’s Department, and San Francisco Sheriff’s Department regarding similar projects. Additionally, Sheriff has verified that there are no concerns that must be addressed with respect to contractor’s ownership/name, litigation status or conflicts with County interests. This contract does not currently include subcontractors or pass through to other providers. See Attachment C for the Contract Summary Form. No redline version of the contract is attached to this ASR as this a new contract.

FINANCIAL IMPACT:
Appropriations for this contract are included in the Sheriff-Coroner’s FY 2018-19 Budget for Budget Control 060, and will be included in the budgeting process for future years. This contract contains language allowing the Sheriff-Coroner Department to terminate the contract or reduce the level of services without penalty with cause or without cause in the event that funding is reduced and/or not available to continue funding the contract.

STAFFING IMPACT:
N/A

REVIEWING AGENCIES:
N/A

ATTACHMENT(S):
Attachment A - Contract MA-060-19011528
Attachment B - Sole Source Request Form
Attachment C - Risk Assessment or Modification of Insurance Terms Form
Attachment D - Title 15
Attachment E - Contract Summary Form
This Contract MA-060-19011528 for Consultant Services for Inmate Telephone System (hereinafter referred to as “Contract”) 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, (hereinafter referred to as “County”) and Praeses LLC, with a place of business at 330 Marshall St., Suite 800, Shreveport, LA 71101, (hereinafter referred to as “Contractor”), with a County and Contractor sometimes referred to as “Party” or collectively as “Parties”.

ATTACHMENTS

This Contract is comprised of this document and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

Attachment A – Scope of Work
Attachment B – Compensation and Pricing Provision

RECITALS

WHEREAS, Contractor and County are entering into this Contract for Consultant Services for Inmate Telephone System under a firm fixed fee Contract; and

WHEREAS, Contractor agrees to provide Consultant Services for Inmate Telephone System to the County as further set forth in the Scope of Work, attached hereto as Attachment A; and

WHEREAS, County agrees to pay Contractor based on the schedule of fees set forth in Compensation and Pricing Provision, attached hereto as Attachment B; and

WHEREAS, the County Board of Supervisors has authorized the Purchasing Agent or designee to enter into a Contract for Consultant Services for Inmate Telephone System with the Contractor;

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

General Terms and Conditions:

A. Governing Law and Venue: This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.

B. Entire Contract: This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional
terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County’s Purchasing Agent or designee.

C. Amendments: No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.

D. Taxes: Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. Sales tax is added and collectable, but no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.

E. Delivery: Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor’s expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.

F. Acceptance Payment: Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.

G. Warranty: Contractor expressly warrants that the goods covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor’s part to indemnify, defend and hold County and its indemnities as identified in paragraph “Z” below, and as more fully described in paragraph “Z,” harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.

H. Patent/Copyright Materials/Proprietary Infringement: Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph “Z” below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney’s fees.
I. Assignment: The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.

J. Non-Discrimination: In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.

K. Termination: In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days’ written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.

L. Consent to Breach Not Waiver: No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

M. Independent Contractor: Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers’ compensation or other fringe benefits of any kind through County.

N. Performance Warranty: Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County’s satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.

O. Insurance Provisions:

Prior to the provision of services under this contract, the Contractor agrees to purchase all required insurance at Contractor’s expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this contract shall be covered under Contractor’s insurance as an Additional Insured or maintain
insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor, and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars ($50,000) shall specifically be approved by the County’s Risk Manager, or designee, upon review of Contractor’s current audited financial report. If Contractor’s SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

1) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Contractor’s, its agents, employee’s or subcontractor’s performance of this Contract, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
2) Contractor’s duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Contractor’s SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this contract, the County may terminate this contract.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business in the State of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Minimum Limits</th>
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<tbody>
<tr>
<td>Commercial General Liability</td>
<td>$1,000,000 per occurrence</td>
</tr>
<tr>
<td></td>
<td>$2,000,000 aggregate</td>
</tr>
<tr>
<td>Automobile Liability including coverage for owned, non-owned and hired vehicles</td>
<td>$1,000,000 limit per occurrence</td>
</tr>
<tr>
<td>Workers' Compensation</td>
<td>Statutory</td>
</tr>
<tr>
<td>Employers' Liability Insurance</td>
<td>$1,000,000 per occurrence</td>
</tr>
<tr>
<td>Professional Liability</td>
<td>$1,000,000 per claims-made</td>
</tr>
<tr>
<td></td>
<td>$1,000,000 aggregate</td>
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</tbody>
</table>
Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing liability coverage as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees and agents as Additional Insured’s, or provide blanket coverage, which will state As Required By Written Contract.

2) A primary non-contributing endorsement using ISO Form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor’s insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers’ Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, its elected and appointed officials, officers, employees and agents, or provide blanket coverage, which will state As Required By Written Contract.

All insurance policies required by this contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, employees and agents when acting within the scope of their appointment or employment.

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the contract, upon which the County may suspend or terminate this contract.

If Contractor’s Professional Liability, Technology Errors & Omissions and/or Network Security & Privacy Liability are “Claims-Made” policy(ies), Contractor shall agree to maintain coverage for two (2) years following the completion of the Contract.

The Commercial General Liability policy shall contain a severability of interest’s clause, also known as a “separation of insured’s” clause (standard in the ISO CG 001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.
County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

P. Changes: Contractor shall make no changes in the work or perform any additional work without the County’s specific written approval.

Q. Change of Ownership/Name, Litigation Status, Conflict with County Interests: Contractor agrees that if there is a change or transfer in ownership of Contractor’s business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor’s duties and Contractor obligations contained in this Contract and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor’s status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor’s performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor’s name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor’s employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor’s efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

R. Force Majeure: Contractor shall not be assessed or be found in breach during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.

S. Confidentiality: Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor’s staff, agents and employees. To the extent Contractor believes any internally developed, proprietary software and processes used in providing services under this Contract constitute trade secrets or otherwise
protected confidential information, Contractor shall meet and confer with County to designate such software and processes as confidential (“Confidential Information”). Confidential Information will not be made available to any individual or organization by County without the prior written approval of Contractor, which approval shall not be unreasonably withheld and should be provided within forty-eight (48) hours of notice by County, except as authorized or required by law.

T. Compliance with Laws: Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor’s expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively “laws”), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph “Z” below, Contractor agrees that it shall defend, indemnify and hold County and County INDEMNITEES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

U. Freight: Prior to the County’s express acceptance of delivery of products. Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.

V. Severability: If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

W. Attorney Fees: In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney’s fees, costs and expenses.

X. Interpretation: This Contract has been negotiated at arm’s length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.

Y. Employee Eligibility Verification: The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

Z. Indemnification: Contractor agrees to indemnify, defend with counsel approved in writing by County, which approval shall not be unreasonably withheld, and hold County, its elected and
appointed officials, officers, employees, agents and those special districts and agencies which County’s Board of Supervisors acts as the governing Board (“County Indemnitees”) harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

AA. Audits/Inspections: Contractor agrees to permit the County’s Auditor-Controller or the Auditor-Controller’s authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the Contractor’s records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor’s records pertaining to this agreement shall be forwarded to the County’s project manager.

BB. Contingency of Funds: Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County’s Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.

CC. Expenditure Limit: The Contractor shall notify the County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

Additional Terms and Conditions

1. Scope of Contract: This Contract specifies the contractual terms and conditions by which County will procure and receive goods/services from Contractor as set forth in the Scope of Work, which is attached hereto as Attachment A and incorporated by this reference.

2. Term of Contract: This Contract shall commence upon execution of all necessary signatures and continue for one calendar year from that date, unless otherwise terminated by County. This Contract may be renewed as set forth in paragraph 3 below.
3. **Renewal:** This Contract may be renewed by mutual written agreement of both Parties for four (4) additional one (1) year terms. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.

4. **Adjustments – Scope of Work:** No adjustments made to the Scope of Work will be authorized without prior written approval of the County assigned Deputy Purchasing Agent.

5. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
   
a) Terminate the Contract immediately, pursuant to Section K herein;

   b) Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;

   c) Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and

   d) Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.

6. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.

7. **Conflict of Interest – Contractor’s Personnel:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor’s employees, agents, and subcontractors associated with accomplishing work and services hereunder. The Contractor’s efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of the County.

8. **Conflict of Interest – County Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.

9. **Contractor’s Project Manager and Key Personnel:** Contractor shall appoint a Project Manager to direct the Contractor’s efforts in fulfilling Contractor’s obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County’s Project Manager, which consent shall not be unreasonably withheld.

   The Contractor’s Project Manager shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and services to meet the project time lines. The County’s Project Manager shall have the right to require the removal and replacement of the Contractor’s Project Manager from providing services to the County under this Contract. The County’s Project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within five (5) business days after written notice by the County’s Project Manager. The County’s
Project Manager shall review and approve the appointment of the replacement for the Contractor’s Project Manager. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor’s Project Manager from providing further services under the Contract.

10. Contractor Personnel – Reference Checks: The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract. Contractor’s employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.

11. Contractor’s Expense: The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract. The County will not provide free parking for any service.

12. Contractor Personnel – Uniform/Badges/Identification: The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility under this Contract.

All Contractor’s employees shall be required to wear uniforms, badges, or other means of identification which are to be furnished by the Contractor and must be worn at all times while working on County property. The assigned Deputy Purchasing Agent must be notified in writing, within seven (7) days of notification of award of Contract of the uniform and/or badges and/or other identification to be worn by employees prior to beginning work and notified in writing seven (7) days prior to any changes in this procedure.

13. Contractor’s Records: The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. In anticipation of expiration or termination of this Contract, Contractor shall provide copies of these records to County for storage in Orange County for a period of three (3) years after final payment is received from the County.

14. Conditions Affecting Work: The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.

15. Cooperative Agreement: The provisions and pricing of this Contract will be extended to other California local or state governmental entities. Governmental entities wishing to use this Contract 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 Contract 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 contract. Failure to do so will be considered a material breach of this Contract and grounds for immediate Contract termination. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. The Contractor is responsible for
providing each cooperative entity a copy of the Contract upon request by the cooperative entity. The County of Orange makes no guarantee of usage by other users of this Contract.

The Contractor shall be required to maintain a list of the cooperative entities using this Contract. The list shall report dollar volumes spent annually and shall be provided on an annual basis to the County, at the County’s request.

16. County of Orange Child Support Enforcement: Contractor certifies it is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of the Contract with the County of Orange. Failure to comply shall constitute a material breach of the Contract and failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.”

17. Data – Title To: All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract. Contractor’s internally developed, proprietary software and processes used in providing services under this Contract remain the property of Contractor.

18. Default – Reprocurement Costs: In case of Contract breach by Contractor, resulting in termination by the County, the County may procure the goods and/or services from other sources. If the cost for those goods and/or services is higher than under the terms of the existing Contract, Contractor will be responsible for paying the County the difference between the Contract cost and the price paid, and the County may deduct this cost from any unpaid balance due the Contractor. The price paid by the County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.

19. Drug-Free Workplace: The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).

2. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
   
a. The dangers of drug abuse in the workplace;
   b. The organization’s policy of maintaining a drug-free workplace;
   c. Any available counseling, rehabilitation and employee assistance programs; and
   d. Penalties that may be imposed upon employees for drug abuse violations.

3. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
a. Will receive a copy of the company’s drug-free policy statement; and

b. Will agree to abide by the terms of the company’s statement as a condition of employment under this Contract.

Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and the Contractor may be ineligible for award of any future County contracts if the County determines that any of the following has occurred:

1. The Contractor has made false certification, or

2. The Contractor violates the certification by failing to carry out the requirements as noted above.

20. EDD Independent Contractor Reporting Requirements: Effective January 1, 2001, the County of Orange is required to file in accordance with subdivision (a) of Section 6041A of the Internal Revenue Code for services received from a “service provider” to whom the County pays $600 or more or with whom the County enters into a contract for $600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term “service provider” is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as “an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the state.” The term is further defined by the California Employment Development Department to refer specifically to independent Contractors. An independent Contractor is defined as “an individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes a contract for services performed for that ... government entity either in or outside of California.”

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at http://www.edd.ca.gov/Employer_Services.htm

21. Emergency/Declared Disaster Requirements: In the event of an emergency or if Orange County is declared a disaster area by the County, state or federal government, this Contract may be subjected to unusual usage. The Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to serving the County’s needs regardless of the circumstances. If the Contractor is unable to supply the goods/services under the terms of the Contract, then the Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from the Contractor’s supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Contractor shall show both the emergency purchase order number and the Contract number.

22. Errors and Omissions: All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as project manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will
discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor’s reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor after County approval thereof, County approval of Contractor’s reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.

23. Equal Employment Opportunity: The Contractor shall comply with U.S. Executive Order 11246 entitled, “Equal Employment Opportunity” as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

24. News/Information Release: The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County through the County’s Project Manager.

25. 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 parties’ project managers’ routine exchange of information and cooperation 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: Praeses LLC
330 Marshall St., Suite 800
Shreveport, LA 71101
Attn: Ann Day
Ph: 318-655-4804
Email: ann.day@praeses.com
26. **Precedence:** The Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the exhibits and attachments.

27. **Termination – Orderly:** After receipt of a termination notice from the County of Orange, the Contractor may submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination County agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of the Contract.

28. **Usage:** Omitted Intentionally.

29. **Usage Reports:** Omitted Intentionally.

30. **Sub-Contracting:** No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to subcontract any performance of this Contract without the express written consent of the County shall be invalid and shall constitute a breach of this Contract.

In the event that the Contractor is authorized by the County to subcontract, this Contract shall take precedence over the terms of the Contract between Contractor and subcontractor, and shall incorporate by reference the terms of this Contract. The County shall look to the Contractor for performance and indemnification and not deal directly with any subcontractor. All work performed by a subcontractor must meet the approval of the County of Orange.

31. **Substitutions:** The Contractor is required to meet all specifications and requirements contained herein. No substitutions will be accepted without prior County written approval.

32. **Diligent Material:** Neither the County nor any of its agents, advisors, or representatives makes any representation or warranty, express or implied, as to the accuracy or completeness of Diligent Material provided to the Contractor in response to this Scope of Work. Diligent Material may include,
but is not limited to, certain assumptions, statements, estimates and projections. As subject matter experts, it is the responsibility of the Contractor to determine the accuracy and/or completeness of such Material pursuant to the Scope of Work.

33. Follow-On Work: No person or firm or subsidiary thereof who has been awarded a consulting services contract or a contract which includes a consulting component may be awarded a contract for the provision of services, the delivery of goods or supplies, or the provision of any other related action which is required, suggested, or otherwise deemed appropriate as an end product of the consulting services contract. Therefore, any consultant that contracts with a County agency/department to develop a feasibility study or to provide formal recommendations is precluded from contracting for any work recommended in the study or included in the recommendation.

34. Security Requirements:

A. Contractor shall, with respect to all employees of Contractor performing services hereunder:
   1. Perform background checks as to past employment history.
   2. Inquire as to past criminal felony convictions.
   3. Ascertain that those employees who are required to drive in the course of performing services hereunder have valid driver’s licenses and no DUI convictions within two (2) years prior to commencement of services hereunder.
   4. Perform drug screening to determine that such employees are not users of illegal controlled substances as defined by federal law.

B. Contractor shall not assign to County property any Contractor personnel as to whom the foregoing procedures indicate:
   1. Inability or unwillingness to perform in a competent manner.
   2. Past criminal convictions for theft, burglary or conduct causing property damage or mental or physical harm to persons.
   3. Where such employee’s duties include driving a vehicle, absence of a valid California driver’s license or a DUI conviction within the prior two (2) years.
   4. Usage of illegal controlled substances as defined by federal law.

C. If any of the problems identified with respect to Contractor’s employees are discovered after assignment of an employee to County property, or if County otherwise reasonably deems an assigned employee unacceptable, Contractor shall remove and replace such employee at the County property.

D. Nothing herein shall render any employee of Contractor an employee of County.

THE CONTRACTOR’S PERSONNEL REQUIREMENTS:

All employees must pass the County’s background check and meet all requirements as set forth below:
1. All personnel to be employed in performance of the work under this Contract shall be subject to security clearance. Clearance must be updated and renewed every twelve (12) months from original date of clearance.

2. No person, who is required to enter a secured facility of the Sheriff, shall be assigned to perform work under this contract that has not received prior clearance from the Sheriff-Coroner Department.

3. Within fifteen (15) days of the effective date of this Contract, Contractor shall prepare and submit a complete and accurate “Contractor Security Clearance” information form for all Contractor’s employee who will be working on or who will need access to the Sheriff-Coroner’s facilities to perform work covered by this Contract. County project manager shall provide form(s) to Contractor’s project manager. Contractor is also responsible for ensuring that anytime an employee is assigned to work on Sheriff-Coroner’s facilities under this contract that a Security Clearance form is submitted and approved prior to that employee requiring access to such premises for providing services under this contract.

4. Contractor shall inform employees assigned to perform work within secured facilities of the Sheriff-Coroner that the employee is required to inform Contractor if/when any information provided on the security clearance form changes. Contractor shall submit an updated security clearance form whenever there is a change in information provided by an employee. Contractor shall be responsible for ensuring to submit Security Clearance forms in order to renew the Security Clearance(s) every twelve months. Renewal forms shall be submitted at least ten (10) County working days prior to the expiration of an existing clearance; a security clearance is valid for 12 months from the date of issuance. If Contractor is submitting an updated form due to a change in information, said form shall be submitted within in 10 county working days of the employer becoming aware of the updated information.

5. Contractor Security Clearance information forms will be provided by County Project Manager upon request and will be screened by the Sheriff-Coroner’s Department.

6. Contractor Security Clearance information forms shall be thoroughly and accurately completed. Omissions or false statements, regardless of the nature or magnitude, may be grounds for denying clearance.

7. County will not give Contractor the reason an individual’s clearance is denied, but will provide explanation to individual affected via U.S. Mail.

E. GENERAL SECURITY REQUIREMENT-AT WORKSITE:

1. When performing work at a Sheriff-Coroner facility, all work areas shall be secured prior to the end of each workday.

2. Workmen shall have no contact, either verbal or physical, with inmates in any facility while performing work under this contract. Specifically:
   a. Do not give names or addresses to inmates.
   b. Do not receive any names or addresses from inmates.
c. Do not disclose the identity of any inmate to anyone outside the facility.

d. Do not give any materials to inmates.

e. Do not receive any materials from inmates (including materials to be passed to another individual or inmate).

3. Contractor’s personnel shall not smoke or use profanity or other inappropriate language while on site.

4. Contractor’s personnel shall not enter the facility while under the influence of alcohol, illegal controlled substances as defined under federal law, or other intoxicants, and shall not have such materials in their possession.

5. Failure to comply with these requirements is a criminal act and can result in prosecution.

6. Contractor’s personnel shall plan their activities to minimize the number of times they must enter and exit a facility, i.e., transport all tools, equipment, and materials needed for the day at the start of work and restrict all breaks to the absolute minimum.

7. Contractor’s personnel shall follow any special security requirements issued by the on-site contact person or escort Deputy.

8. Contractor’s personnel shall report either to the on-site contact person when leaving the facility, temporarily or at the end of the workday.

9. Contractor’s personnel shall immediately report all accidents, spills, damage, unusual conditions and/or unusual activities to the on-site contact person or any Sheriff’s Deputy.

10. Contractor’s personnel shall securely close and check all gates and doors to ensure that they are tightly closed and locked as they enter and exit various areas of the County facilities.

11. Contractor’s personnel shall restrict all activities to the immediate work site and adjacent assigned areas necessary to performing work under this Contract.

12. Contractor’s personnel shall remain with the assigned escort at all times, unless otherwise directed by the on-site contact person.

F. POTENTIAL DELAYS/INTERRUPTIONS:

1. Contractor shall acknowledge that the primary purpose of the detention facilities is the safe and secure operation of those facilities.

2. Contractor’s personnel who enter a Sheriff facility but have not passed the security screening, or who have falsified the security screening information are subject to immediate removal from the facility. Contractor’s personnel who are assigned to work in a Sheriff facility who are determined to have outstanding wants or warrants may be detained by the Sheriff.

3. Contractor’s personnel shall immediately comply with all directions and orders issued by Sheriff’s personnel, other than changes regarding the quality or quantity of work, which will be controlled by County’s project manager.

4. Contractor’s personnel may be delayed or denied access to the facility due to unforeseen events that may affect the availability of security escorts.

5. Contractor’s personnel may be ordered to leave a facility prior to the completion of their work or the end of the workday by unforeseen incidents occurring within secure
environments. Such unforeseen incidents may also cause Contractor’s personnel to be held inside the facility until the incident is resolved by the Sheriff’s personnel.

6. Contractor may be subject to an inventory requirement where the Contractor shall supply an inventory list of all tools. The Facility will use this list for verification of tools entering and exiting security. Any and all time required to comply with the tool inventory and control program will not be considered a compensable delay and no requests for equitable adjustment in time or additional compensation for this time will be considered.
Signature Page

The Parties hereto have executed this Contract # MA-060-19011528 for Consultant Services for Inmate Telephone System on the dates shown opposite their respective signatures below.

Contractor*: Praeses LLC

By: 
Print Name: Frank M. Auer
Title: General Manager
Date: April 9, 2019

Contractor*: Praeses LLC

By: 
Print Name: Adam T. Rosen
Title: Manager
Date: April 9, 2019

*If the contracting party is a corporation, (2) two signatures are required: (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision.

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.

County Of Orange
A political subdivision of the State of California

Sheriff-Coroner Department

By: 
Print Name: 
Title: 
Date: 

Approved by the Board of Supervisors:

Approved as to Form
Office of the County Counsel
Orange County, California

By: Deputy
ATTACHMENT A

Scope of Work

Consultant Services for the development of a Scope of Work and the coordination and implementation of an Inmate Telephone System and Related Technology

1.0 Scope of Project

Contractor shall provide subject matter expertise and shall assist the County in the oversight of Inmate Telephone Service Provider (ITSP), including ongoing vendor compliance with terms, services and conditions of the current Inmate Telephone Services Contract; best practices in the industry; and auditing and report review. Contractor shall also assist the County through the entire Request for Proposal (RFP) process for Inmate Telephones Services, including but not limited to assistance in writing the scope of work, weighted evaluation criteria, the review process, evaluation process, and up to the final selection process. The RFP Scope of Work shall include new/updated Correctional/Institutional communication and technology such as email systems, video visitation, correctional tablets and any other options available in the Correctional realm.

A. Current ITSP Contract Monitoring, Auditing & Reporting

Contractor shall:

- Meet with the County to define functional requirements and objectives of the current contractual environment, including but not limited to: project updates, equipment/services, reporting, and County-identified areas of focus (i.e., process for verifying attorney telephone numbers).

- Monitor the market to ensure current industry standards and practices, as well as innovations, are communicated to County for consideration.

- Provide the County a single point of contact for all issues associated with the ITSP contract(s) managed by the County, with assistance from the Contractor to work alongside County staff to provide expertise in how issues were/are addressed and make recommendations to the County for consideration to address the various issues going forward. This individual should be available via cell phone, toll-free number, or e-mail. The vendor shall also provide one person as a back up to the single point of contact and ensure this person has met the County staff and is up-to-date on the current issues. The single point of contact (and back-up) will work directly with the County to manage and coordinate day-to-day issues as requested by the County, which may include but not be limited to:

  1. Day-to-Day Management Services

  - End-user requests/issues
  - Repair/service issues
  - Coordination of on-site technicians
  - System upgrades/maintenance
  - Investigative reports
  - Blocked/private numbers
  - Coordination of new installation of equipment/features
  - Maintenance of inventory (phones, rate plans, commission structures, equipment)
• Verification of “free” phone numbers (e.g., attorney, bail bondsmen)
• Telephone removals and relocations
• ITSP issues (validation of rates, fees, etc.)
• Reporting and commissions
• Opportunities for improvement in technology, commissions and service

2. **ITSP Compliance and Reconciliation Services**

**Compliance**

- Work with the ITSP and the County to facilitate optimal inmate telephone customer service from the ITSP.
- Work with the ITSP and the County to validate ITSP is in contractual compliance with its service offerings.
- Work with the ITSP to facilitate responses to open requests and ongoing issues/areas of focus.

**Reconciliation**

- Evaluate the accuracy of calling rates, revenues, and commissions by performing a monthly reconciliation of the call detail records, calling rates, billing fines, and commission and traffic reports to validate the accuracy of the information received from the vendor.
- Utilize proprietary methods to detect errors and identify trends and anomalies.
- Work at the discretion of the County to conduct a historical reconciliation in which Contractor will reconcile all records for the life of the current contract to validate that the County has been paid what it earned from its ITSP contract.
- Deliver customized reports that promote transparency and equip the County with data to make informed decisions and understand the commission being paid, and other reports as requested by the County to monitor information within the system.
- Send a monthly remittance report, reconciliation report and additional summaries to the County. The County may also request other customized reports.

B. **Inmate Telephone and Other Correctional Technologies RFP Process**

Contractor shall conduct a written needs assessment and site surveys to understand the County’s unique needs and requirements affecting its inmate communications environment. Contractor shall consult with the County to:

- Keep County informed about new technologies, legislation, regulations, rates, and industry trends. Activities include but are not limited to:
  - Monitoring trends of current inmate communications usage and new technologies to ensure up-to-date requirements.
  - Serving as the County's researcher for inmate technology.
  - Advising the County if Contractor finds an anomaly or develops a strategy to improve the inmate telecommunications environment.
  - Maintaining contacts with all major inmate technology vendors and providing County with factual analysis of products and services.

- Consult through any RFP process or contract renewal process, which shall include, at the County’s sole option, RFP creation, vendor RFP response summaries, contract negotiations, and vendor/equipment transitions. Activities include but are not limited to:
o Completing a comprehensive requirements gathering process necessary for the preparation/revision of an inmate telephone service.
  
o Documenting existing inventory and validate current inmate telecommunications trends.
  
o Attending meetings with County to validate expectations, evaluate needs/wants vs. industry availability.
  
o Finalizing inmate telephone service RFP for its release.
  
o Assisting with any site visits and pre-proposal conference as part of the RFP process.
  
o Preparing and presenting RFP analysis for vendor proposals.
  
o Assisting in preparing any Best and Final negotiation documentation.
  
o Assisting in drafting, negotiating and finalizing Contract(s) with the awarded inmate communication(s) vendor(s).

2.0. **Milestones & Anticipated Timelines**

**A. Current ITSP Monitoring, Auditing, & Reporting**

<table>
<thead>
<tr>
<th>Task</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Review existing contract (renewed May 2019) with current ITSP and develop a task list of items that need to be met by current ITSP to include follow-up, timelines, and execution planning. Work with County to identify content and format of reports.</td>
<td>Within 60 of days of the County renewing.</td>
</tr>
<tr>
<td>Provide ongoing day-to-day management, compliance and reconciliation services.</td>
<td>By the 15th of each month, ongoing activities will be completed and/or issues identified during the prior month will have been resolved. Ongoing for duration of contract.</td>
</tr>
<tr>
<td>Monthly reporting on prior month’s remittance and reconciliation, management and compliance activities, findings, and any corrective actions.</td>
<td>15th of each month for the duration of contract.</td>
</tr>
<tr>
<td>Conduct a historical reconciliation of all records for the life of the ITSP contract. Issue report as to conclusions.</td>
<td>Within 90 days of contract signing</td>
</tr>
</tbody>
</table>

**B. Inmate Telephone and Other Correctional Technologies RFP Process**

<table>
<thead>
<tr>
<th>Task</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meet with the County staff to discuss needs and expectations and review previously proposed vendor RFIs to develop a plan and project schedule to move forward.</td>
<td>Within 30 days of signed contract.</td>
</tr>
<tr>
<td>Prepare and provide a draft Scope of Work to County staff at a meeting to discuss the details, changes, and options.</td>
<td>Within 30 days of first meeting with County when expectations and parameters were set.</td>
</tr>
<tr>
<td>Review and return the draft and final RFP prepared by the County.</td>
<td>Within 30 days of RFP submission to contractor.</td>
</tr>
</tbody>
</table>
3.0 **Implementation Plans**

Contractor, in collaboration with the County, shall assist in the development of strategic planning tools and information pertaining to a new technology solution. These planning tools shall assist the County with implementation of recommendations derived from the work described above. The suggested implementation plans shall show a breakdown on estimated costs and staffing implications associated with each recommendation and also give a projected time line and project duration for implementation at each jail facility.

4.0 **Materials and Equipment**

The purchase of all materials / equipment to provide the needed services is the responsibility of the Contractor. Contractor shall use materials and equipment that are safe for the jail environment and safe for use by the Contractors and the County, as determined by the County.

5.0 **Contractor’s Office**

Contractor shall maintain an office with a telephone in the Contractor’s name where Contractor conducts business while offsite. During the hours of 8:00 a.m. to 5:00 p.m. (Pacific Time), Monday through Friday, at least one employee must be available to respond to inquiries and complaints that may be received about the Contractor’s performance of the Contract. Outside these hours, an answering service shall be provided to receive calls. Contractor shall answer calls received by the answering service the next business day for non-emergency calls and within two (2) hours of receipt of emergency calls, as specified by the County.

Contractor shall comply with County’s Criminal background investigation for all Contractor and subcontractor employees assigned. All Contractor and subcontractor staff performing work under this Contract shall undergo and pass, to the satisfaction of the County, a background investigation as a condition of beginning and continuing to work under the Contract. The County shall use its discretion in determining the method of background clearance to be used, which may include but not be limited to fingerprinting or other methods deemed appropriate.

6.0 **Work Schedules / Hours of Work**

Hours of work shall be flexible and shall coincide with that of the facilities that they are inspecting. Since the jail facilities are staffed 24 hours a day, Contractor may need to visit during all working hours.
shifts in order to evaluate the operations of each jail facility accurately. Contractor shall also be available by phone as specified in item 5.0, Contractor’s Office.

7.0 **Work Locations**

<table>
<thead>
<tr>
<th>Central Jail Complex</th>
<th>Theo Lacy Facility</th>
</tr>
</thead>
<tbody>
<tr>
<td>550 N. Flower St.</td>
<td>501 The City Drive South</td>
</tr>
<tr>
<td>Santa Ana, CA 92703</td>
<td>Orange, CA 92668</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>James Musick Facility</th>
<th>Global Medical Center</th>
</tr>
</thead>
<tbody>
<tr>
<td>13502 Musick Road</td>
<td>1001 N. Tustin Ave.</td>
</tr>
<tr>
<td>Irvine, CA 92714</td>
<td>Santa Ana, CA 92705</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Joplin Youth Center</th>
<th>Juvenile Hall</th>
</tr>
</thead>
<tbody>
<tr>
<td>19480 Rose Canyon Road</td>
<td>331 The City Drive</td>
</tr>
<tr>
<td>Trabuco Canyon, Ca 92678</td>
<td>Orange, Ca 92868</td>
</tr>
</tbody>
</table>

| Youth Guidance Center | -Intentionally left blank-
|-----------------------|-----------------
| 3030 N. Hesperian Way | Santa Ana, Ca 92706 |

8.0 **County’s Responsibilities**

- The County shall provide Contractor, to the extent possible, with County records to assist Contractor in providing the services set forth herein. Such information will include but not be limited to:
  - Number of inmate communication devices at each County facility;
  - Average daily population and number of beds at each County facility;
  - Copies of current ITSP contracts and amendments;
  - Other information pertinent to Contractor’s oversight of the ITSP contract and services.

- The County shall provide Contractor reasonable access to County facilities during normal business hours for the purposes of inspecting, evaluating and monitoring the quality of inmate communications services. The County shall also provide authorization for remote access from vendor.

- The County shall assist Contractor with obtaining data from ITSP vendor(s) if vendor declines to give the requested data to Contractor.
ATTACHMENT B
Compensation and Pricing Provisions

1. Compensation: This is a firm-fixed fee Contract between the County and Contractor for Consultant Services for Inmate Telephone System as set forth in Attachment A, “Scope of Work.

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. The County shall have no obligation to pay any sum in excess of the fixed rates specified herein unless authorized by amendment in accordance with Articles C. Amendments of the County Contract Terms and Conditions.

2. Fees and Charges: County will pay the following fees in accordance with the provisions of this Contract. Payment shall be as follows:

   a. Fixed Price

   Total Contract Term Fixed Price: $275,000.00 (12 monthly payments of $22,916.67)*

   The fixed price shall include the fee and all expenses (including travel) related to the performance of the work and services required to meet the requirements in the Scope of Work, set forth more fully in Attachment A. Contractor will be responsible for all costs relating to performance of the Contract, including but not limited to travel/food/lodging expenses, database input, document preparation, photography, photocopying, printing, shipping, telephone communications, sales tax and parking while on County sites during performance of the Contract.

   * Contract shall not exceed $275,000.00 for the entire term of the Contract. Pricing includes all labor, necessary materials, travel expenses, lodging, and food expenses.

3. Price Increase/Decreases: No price increases will be permitted during the first period of the price agreement. 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 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 – Payment in Arrears: Invoices are to be submitted in arrears to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Vendor shall reference Contract number on invoice. 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 Contractor’s letterhead for goods delivered and/or services rendered. In the case of 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, if different from 1 above
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
h. Date of invoice
i. Product/service description, quantity, and prices
j. Sales tax, if applicable
k. Freight/delivery charges, if applicable
l. Total

Invoice and support documentation are to be forwarded to:

Sheriff-Coroner Department/Inmate Services Division
1530 S. State College Blvd.
Anaheim, CA 92806
Attn: Christina Chavez
Ph: 714-939-4836
Email: cchavez@ocsd.org

9. Payment (Electronic Funds Transfer (EFT))

The County of Orange offers Contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to the County of Orange via an EFT Authorization Form. To request a form, please contact the assigned Deputy Purchasing Agent. Upon completion of the form, please mail, fax or email to the address or phone listed on the form.

10. Year End and Final Invoices

At the end of each term of the Contract, and upon final termination, Contractor shall submit final invoices for services rendered or goods accepted by County under the Contract term (typically one
year) within ninety (90) days. For example, if the term of a Contract ends, or the Contract expires without being renewed on June 30th, any and all invoices for services rendered or goods accepted by County during the preceding term of the Contract shall be submitted to County on or before September 28. In the event the ninetieth (90th) day falls on a weekend or County holiday, the deadline for submission of invoices shall be extended to the next business day. County holidays include New Year’s Day, Martin Luther King Day, President Lincoln’s Birthday, Presidents’ Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

Contractor’s failure to submit invoices pursuant to the deadlines established herein may be deemed a breach and shall be a basis for the County to refuse payment.
COUNTY OF ORANGE CHILD SUPPORT ENFORCEMENT
CERTIFICATION REQUIREMENTS
EXHIBIT I

This data shall be transmitted to governmental agencies charged with the establishment and enforcement of child support order and for no other purposes and shall be held confidential by those agencies.

A. In the case of an individual Vendor, his/her name, date of birth, Social Security number, and residence address:

Name: ____________________________
D.O.B: ____________________________
Social Security No: ____________________________
Residence Address: ____________________________

B. In the case of a Vendor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the contracting entity:

Name: ____________________________
D.O.B: ____________________________
Social Security No: ____________________________
Residence Address: ____________________________

Name: ____________________________
D.O.B: ____________________________
Social Security No: ____________________________
Residence Address: ____________________________

Name: ____________________________
D.O.B: ____________________________
Social Security No: ____________________________
Residence Address: ____________________________

(Additional sheets may be used if necessary)

<table>
<thead>
<tr>
<th>County Use Only</th>
</tr>
</thead>
<tbody>
<tr>
<td>Department Name</td>
</tr>
<tr>
<td>DPA Name</td>
</tr>
<tr>
<td>Email Address</td>
</tr>
<tr>
<td>Phone Number</td>
</tr>
</tbody>
</table>
SECTION II – DEPARTMENT INFORMATION  (Complete in its entirety)

<table>
<thead>
<tr>
<th>Department: Orange County Sheriff/Inmate Services Division</th>
<th>Date: January 22, 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Name: Praeses LLC</td>
<td>Sole Source BidSync Number: 060-C021378-LQ</td>
</tr>
</tbody>
</table>

Is the above named vendor a retired employee of the County of Orange?  ☐ Yes  ☒ No
If “Yes”, review and Approval is required from CEO Human Resource Services prior to contract execution.

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Amount? $275,000</td>
<td>Is this renewable? If yes, how many years? This Contract is renewable up to four additional one-year terms.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Type of Request: ☒ New</th>
<th>☐ Renewal</th>
<th>☐ Multi-Year</th>
<th>☐ Amendment</th>
<th>☐ Increase</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Renewal Year: This Contract is renewable up to four additional one-year terms.</th>
<th>Did vendor provide a sole source affidavit?  ☐ Yes  ☒ No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Board Date: Targeting the March 23, 2019 BOS meeting</td>
<td>ASR Number: Supplemental Item</td>
</tr>
<tr>
<td>If not scheduled to go to the Board explain why? Targeting the March 23, 2019 Board of Supervisors meeting</td>
<td></td>
</tr>
<tr>
<td>Does Contract include Non-Standard Language? If yes, explain in detail. The contract does contain non-standard terms. They are D. Taxes, S. Confidentiality, Z. Indemnification, 3. Renewal, 13. Contractor’s Records, 17. Data - Title To,</td>
<td></td>
</tr>
<tr>
<td>Was Contract Approved by Risk Mgmt.? Not needed.</td>
<td>Was Contract Approved by County Counsel? Contract was approved as to form.</td>
</tr>
</tbody>
</table>

☒ DPA certifies that they have read and verified that the information is true and satisfies the sole source requirements listed in the County Contract Policy Manual.
SECTION III – SOLE SOURCE JUSTIFICATION

1. Provide a description of the type of contract to be established. *(For example: is the contract a commodity, service, human service, public works, or other – please explain.)* Attach additional sheet if necessary.

   Inmate Services Division (ISD) would like to establish a service contract with Praeses, to provide subject matter expertise in the oversight, review and interpretation of the current Inmate Telephone Services contract. Contractor shall also assist OCSD/ISD in the Request for Proposal (RFP) process, including but not limited to the recommendations of new technology within correctional facilities for inmates, assistance in writing the scope of work, the review process, evaluation process and up to the final selection process.

2. Provide a detailed description of services/commodities and how they will be used within the department. If this is an existing sole source, please provide some history of its origination, Board approvals, etc. *(This information may be obtained from the scope of work prepared by the County and the vendor’s proposal that provides a detailed description of the services/supplies.)* Attach additional sheet if necessary.

   Praeses is an expert in the area of Inmate Telephone contracts and will provide a “world view” understanding of national and international specialized expertise while assisting the ISD and provide a gap analysis by way of audits, reviews, and updates of the current telephone contract. In addition, will assist the division in the entire RFP process up to selecting and establishing a contract with the selected vendor. Praeses will coordinate/assist ISD with the roll out of the new Telephone system, ensuring contract compliance for all equipment, services and technology in the facilities. Praeses will monitor the market to ensure new innovations and ideas are communicated to OCSD/ISD and to keep them apprised of the current trends, industry standards and best practices. Praeses and OCSD/ISD will meet monthly to discuss progress, changes, and/or bring new information as it becomes available. Praeses will bring a hard copy updated information and also provide the information via email. Contractor shall deliver customized reports monthly that promote transparency and equip OCSD/ISD with data at its fingertips to make informed decisions and understand the Commission being paid, and other reports as requested to monitor information within the system. Additionally, Praeses shall send a monthly remittance report, reconciliation report and additional summaries. Other customized reports may also be requested by OCSD/ISD. Praeses shall provide a single point of contact for all issues associated with the contract managed by ISD with assistance from Praeses. On the BOS hearing date of November 20, 2018, then Undersheriff Barnes, now Sheriff Barnes provided contracting with Praeses as one of the resolutions in addressing the recent GTL contract/performance issues and several board members were in agreement with this Sole Source resolution.
3. Explain why the recommended vendor is the only one capable of providing the required services and/or commodities. How did you determine this to be a sole source and what specific steps did you take? Please list all sources that have been contacted and explain in detail why they cannot fulfill the County’s requirements. Include vendor affidavit and/or other documentation which supports your sole source. (Responses will include strong programmatic and technological information that supports the claim that there is only one vendor that can provide the services and/or commodities. Your response will include information pertaining to any research that was conducted to establish that the vendor is a sole source, include information pertaining to discussions with other potential suppliers and why they were no longer being considered by the County.) Attach additional sheet if necessary.

Praeses has provided California Sheriff’s with services such as consulting, vendor and supplier compliance, ongoing management of vendors, rate validation, and revenue share reconciliation for over 14 years. After several contracting processes, multiple California Sheriff’s, such as San Francisco Contract #41209-13/14 and Ventura Contract #7358 (Sole source attachments) have determined Praeses is the only company in the industry that can provide these expert services. The County of San Francisco recently completed an RFP process for the specific type of consulting service and determined Praeses was the only qualified vendor
4. How does recommended vendor’s prices or fees compare to the general market?  
Attach quotes for comparable services or supplies. Attach additional sheet if necessary.

The below rates are that of the Crout and Sida Criminal Justice Consultants contract (Contract term 7/15/08 – 1/14/09. ASR # 08-001595). This vendor performed audits, analyses, studies, and other tasks within OCSD Jail System; however, it does not possess the level of experience and expertise that Praeses does.

<table>
<thead>
<tr>
<th>Contractor Staff</th>
<th>Hourly Cost</th>
<th>Hours</th>
<th>Cost *</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ 238.61 281</td>
<td>$67,049.41</td>
<td></td>
<td></td>
</tr>
<tr>
<td>$ 248.93 281</td>
<td>$69,949.33</td>
<td></td>
<td></td>
</tr>
<tr>
<td>$ 167.70 161</td>
<td>$26,999.70</td>
<td></td>
<td></td>
</tr>
<tr>
<td>$ 167.70 161</td>
<td>$26,999.70</td>
<td></td>
<td></td>
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<tr>
<td>$ 167.70 161</td>
<td>$26,999.70</td>
<td></td>
<td></td>
</tr>
<tr>
<td>$ 167.70 161</td>
<td>$26,999.70</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Cost:</strong></td>
<td><strong>1206</strong></td>
<td><strong>$244,997.54</strong></td>
<td></td>
</tr>
</tbody>
</table>

5. If the recommended vendor was not available, how would the County accomplish this particular task?  
Attach additional sheet if necessary.

The Department would have to try to use existing staff to complete the work. Staff are not as well rounded or experienced to develop a tight scope of work. In addition to the development of the scope of work, the Department does not have staff to manage the transition to a new contract with the intensive labor it will take.

6. Please provide vendor history – name change, litigation, judgments, aka, etc. for the last 7 years.

Causey’s Pharmacy filed suit in the Tenth Judicial District Court, Natchitoches Parish, Louisiana, against Praeses. Plaintiffs allege Causey’s entered into a Technical Service Agreement ("TSA") with Praeses on September 13, 2010. Plaintiffs claim they entered into a First Amendment to the TSA ("First Amendment") on June 10, 2011. Plaintiffs aver that the purpose of the TSA and First Amendment was to develop, promote, market, and otherwise commercially operate a mobile application ("PocketRx") which allows users to submit prescription refill requests. Plaintiffs claim Causey’s was paid monetary consideration arising from the TSA and First Amendment. Causey’s states they assigned any right, title, and interest in PocketRx to the Boyds in June 2015. Plaintiffs claim Praeses was granted a Registered Trademark for PocketRx by the United States Patent and Trademark Office ("USPTO") on October 8, 2013. Plaintiffs allege Praeses sold PocketRx to a third party, Digital Pharmacy, Inc. without prior written amendment to the TSA or First Amendment, or any written acknowledgment, waiver, or consent. On April 18, 2018 the judge recommended that Plaintiffs’ Motion to Remand be granted for lack of subject matter jurisdiction, and this case be remanded to the Tenth Judicial District Court for the Parish of Natchitoches, State of Louisiana. The case is still pending. It was further recommended that Plaintiffs’ Motion for Attorney’s Fees and Costs be denied. A search in DUNS did not indicate a name change.
7. If vendor is a retired, former employee, has the vendor previously been rehired as a contractor within the last three years?  □ Yes  ☒ No

If yes, provide explanation/support for hiring the retired, former employee as a vendor and provide contract dates, scope of work, and total amounts paid under each contract.

Praeses is not a retired or former employee.
**Sole Source Request Form**

Sole Source BidSync # 060-C021378-LQ

### SECTION IV – AUTHOR/REQUESTOR

<table>
<thead>
<tr>
<th>Signature:</th>
<th>Print Name: GREG BOSTON</th>
<th>Date: 2-21-19</th>
</tr>
</thead>
</table>

### SECTION V – CEO Human Resource Services APPROVAL

(Review and approval is required when vendor is a Retired, Former Employee.)

<table>
<thead>
<tr>
<th>Signature:</th>
<th>Print Name:</th>
<th>Date:</th>
</tr>
</thead>
</table>

### SECTION VI – DEPUTY PURCHASING AGENT CONCURRENCE

<table>
<thead>
<tr>
<th>Signature:</th>
<th>Print Name:</th>
<th>Date: 2/21/2019</th>
</tr>
</thead>
</table>

### SECTION VII – DEPARTMENT HEAD APPROVAL

<table>
<thead>
<tr>
<th>Signature:</th>
<th>Print Name: CMOR. JOE BALICKI</th>
<th>Date: 2-21-19</th>
</tr>
</thead>
</table>

### SECTION VIII – COUNTY PROCUREMENT OFFICE

Prior to execution of a contract, the County Procurement Officer or designee shall approve All Sole Source requests for Commodities that exceed $250,000, Capitol Assets and services exceeding $75,000, and All other Sole Source requests that require Board approval despite the amount. Approvals are obtained electronically through the County’s online bidding system.
Questions? Contact a BidSync representative: 800-990-9339 or email: support@bidsync.com

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# RISK ASSESSMENT OR MODIFICATION OF INSURANCE TERMS

Use this form to request a Risk Assessment and determine Proper Insurance Requirements when developing an RFP-RFB, RFI or Contract/Agreement

**DATE SUBMITTED:** 4/10/2019

**TO:** CEO/Risk Management/600 W. Santa Ana Blvd., Suite 105  Fax: 714-285-5599  
or e-mail this form to RiskMgmtInsurance@ocgov.com with Scope of Work and Contract/Agreement Insurance Provisions. **If this is a renewal, attach prior Risk Management Approval(s).**

**FROM:** Lorena Quirarte  Purchasing  County Employee (Contact For Questions)  County Department

<table>
<thead>
<tr>
<th>E-Mail Address</th>
<th>Phone # (inc. area code)</th>
<th>Fax # (inc. area code)</th>
</tr>
</thead>
<tbody>
<tr>
<td><a href="mailto:lquirarte@ocsd.org">lquirarte@ocsd.org</a></td>
<td>714-834-4690</td>
<td>714-834-6411</td>
</tr>
</tbody>
</table>

**County E-Mail Address**

Note: The above action is advisory to departments as to risk assessment and protection. Any change in a current contract/agreement requires formal modification unless contract/agreement specifically delegates to County Risk Manager authority to modify insurance requirements.

**CONTRACT TYPE:**
- [ ] Commodities  
- [ ] Public Works  
- [ ] Service  
- [ ] Human Services
- [x] Consultant Svcs.  
- [ ] Fixed Asset  
- [ ] A & E  
- [ ] Other

**Vendor Name:** Praeses LLC  
**Contract ID/RFP I.D. Number:** MA-060-19011528

**Bid:** YES [ ] NO [x]  
**Contract Amount:** $275,000

**Insurance Type To Be Reviewed for Waiver or Modification of Terms**

- [x] Commercial General Liability  
- [x] Commercial Auto Liability  
- [ ] Contractual Liability  
- [ ] Professional Liability (Errors & Omissions)  
- [ ] Workers’ Compensation  
- [ ] Employer’s Liability  
- [ ] Other A.M Rating  
- [x] Property Insurance  
- [ ] Sexual Misconduct  
- [ ] Indemnification  
- [ ] Limitation of Liability

**Request and Justification:** (add another page if necessary)

Contractor is providing Consulting Services to County. Contractor will use rental vehicles and park in public stalls. No A.M. Best Lloyds of London for Professional Liability. Scope of Work attached.

---

Revised 11/19/09
To Be Completed By CEO/Risk Management

☐ Approved  ☐ Denied  ☐ Approved as Modified

Comments: Okay to waive Owned Auto liability certified good accept Lloyds of London.

Manager/CEO/Risk Management  Date

Signed  4/10/14
Title 15 Minimum Standards
For Local Detention Facilities
Title 15-Crime Prevention and Corrections
Division I, Chapter 1, Subchapter 4

Effective April 1, 2017
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Attachment D - Title 15

Adult Title 15 Minimum Standards

Minimum Standards for Adult Facilities
Title 15. Crime Prevention and Corrections
Division 1, Chapter 1, Subchapter 4

Effective April 1, 2017

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ARTICLE 1. GENERAL INSTRUCTIONS

§ 1004. Severability.

If any article, section, subsection, sentence, clause or phrase of these regulations is for any reason held to be unconstitutional, contrary to statute, exceeding the authority of the Board, or otherwise inoperative, such decision shall not affect the validity of the remaining portion of these regulations.


§ 1005. Other Standards and Requirements.

Nothing contained in the standards and requirements hereby fixed shall be construed to prohibit a city, county, or city and county agency operating a local detention facility from adopting standards and requirements governing its own employees and facilities; provided, such standards and requirements meet or exceed and do not conflict with these standards and requirements. Nor shall these regulations be construed as authority to violate any state fire safety standard, building standard, or health and safety code.


§ 1006. Definitions.

The following definitions shall apply:

"Administering Medication," as it relates to managing legally obtained drugs, means the act by which a single dose of medication is given to a patient. The single dose of medication may be taken either from stock (undispensed), or dispensed supplies.

"Administrative segregation" means the physical separation of different types of inmates from each other as specified in Penal Code Sections 4001 and 4002, and Section 1053 of these regulations. Administrative segregation is accomplished to provide that level of control and security necessary for good management and the protection of staff and inmates.

"Alternate means of compliance" means a process for meeting or exceeding standards in an innovative way, after a pilot project evaluation, approved by the Board pursuant to an application.

"Average daily population" means the number of inmates housed in a facility in a day. Average daily population (ADP) is the daily population divided by the number of days in the period of measurement.

"Board" means the Board of State and Community Corrections, whose board acts by and through its executive director, deputy directors, and field representatives.
"Clinical evaluation" means an assessment of a person’s physical and/or mental health condition conducted by licensed health personnel operating within recognized scope of practice specific to their profession and authorized by a supervising physician or psychiatrist.

"Concept drawings" means, with respect to a design-build project, any drawings or architectural renderings that may be prepared, in addition to performance criteria, in such detail as the agency determines necessary to sufficiently describe the agency's needs.

"Contact" means any physical or sustained sight or sound contact between juveniles in detention and incarcerated adults. Sight contact is clear visual contact between adult inmates and juveniles within close proximity to each other. Sound contact is direct oral communication between adult inmates and juvenile offenders.

"Court Holding facility" means a local detention facility constructed within a court building after January 1, 1978, used for the confinement of persons solely for the purpose of a court appearance for a period not to exceed 12 hours.

"Custodial personnel" means those officers with the rank of deputy, correctional officer, patrol persons, or other equivalent sworn or civilian rank whose duties include the supervision of inmates.

"Delivering Medication," as it relates to managing legally obtained drugs, means the act of providing one or more doses of a prescribed and dispensed medication to a patient.

"Design-bid-build" means a construction procurement process independent of the design process and in which the construction of a project is procured based on completed construction documents.

"Design-build" means a construction procurement process in which both the design and construction of a project are procured from a single entity.

"Developmentally disabled" means those persons who have a disability which originates before an individual attains age 18, continues, or can be expected to continue indefinitely, and constitutes a substantial disability for that individual. This term includes mental retardation, cerebral palsy, epilepsy, and autism, as well as disabling conditions found to be closely related to mental retardation or to require treatment similar to that required for mentally retarded individuals.

"Direct visual observation" means direct personal view of the inmate in the context of his/her surroundings without the aid of audio/video equipment. Audio/video monitoring may supplement but not substitute for direct visual observation.

"Disciplinary separation" means that punishment status assigned an inmate as the result of violating facility rules and which consists of confinement in a cell or housing unit.
"Dispensing," as it relates to managing legally obtained drugs, means the interpretation of the prescription order, the preparation, repackaging, and labeling of the drug based upon a prescription from a physician, dentist, or other prescriber authorized by law.

"Disposal," as it relates to managing legally obtained drugs, means the destruction of medication or its return to the manufacturer or supplier.

"Emergency" means any significant disruption of normal facility procedure, policies, or activities caused by a riot, fire, earthquake, attack, strike, or other emergent condition.

"Emergency medical situations" means those situations where immediate services are required for the alleviation of severe pain, or immediate diagnosis and treatment of unforeseeable medical conditions are required, if such conditions would lead to serious disability or death if not immediately diagnosed and treated.

"Exercise" means physical exertion of large muscle groups.

"Facility/system administrator" means the sheriff, chief of police, chief probation officer, or other official charged by law with the administration of a local detention facility/system.

"Facility manager" means the jail commander, camp superintendent, or other comparable employee who has been delegated the responsibility for operating a local detention facility by a facility administrator.

"Facility watch commander" means the individual designated by the facility manager to make operational decisions during his/her work hours.

"Health authority" means that individual or agency that is designated with responsibility for health care policy pursuant to a written agreement, contract or job description. The health authority may be a physician, an individual or a health agency. In those instances where medical and mental health services are provided by separate entities, decisions regarding mental health services shall be made in cooperation with the mental health director. When this authority is other than a physician, final clinical decisions rest with a single designated responsible physician.

"Health care" means medical, mental health and dental services.

"Jail," as used in Article 8, means a Type II or III facility as defined in the "Minimum Standards for Local Detention Facilities."

"Labeling," as it relates to managing legally obtained drugs, means the act of preparing and affixing an appropriate label to a medication container.

"Law enforcement facility" means a building that contains a Type I Jail, Temporary Holding Facility, or Lockup. It does not include a Type II or III jail, which has the purpose
of detaining adults, charged with criminal law violations while awaiting trial or sentenced adult criminal offenders.

"Legend drugs" are any drugs defined as "dangerous drugs" under Chapter 9, Division 2, Section 4211 of the California Business and Professions Code. These drugs bear the legend, "Caution Federal Law Prohibits Dispensing Without a Prescription." The Food and Drug Administration (FDA) has determined because of toxicity or other potentially harmful effects, that these drugs are not safe for use except under the supervision of a health care practitioner licensed by law to prescribe legend drugs.

"Living areas" means those areas of a facility utilized for the day-to-day housing and activities of inmates. These areas do not include special use cells such as sobering, safety, and holding or staging cells normally located in receiving areas.

"Local detention facility" means any city, county, city and county, or regional jail, camp, court holding facility, or other correctional facility, whether publicly or privately operated, used for confinement of adults or of both adults and minors, but does not include that portion of a facility for confinement of both adults and minors which is devoted only to the confinement of minors.

"Local detention system" means all of the local detention facilities that are under the jurisdiction of a city, county or combination thereof whether publicly or privately operated. Nothing in the standards are to be construed as creating enabling language to broaden or restrict privatization of local detention facilities beyond that which is contained in statute.

"Local Health Officer" means that licensed physician who is appointed pursuant to Health and Safety Code Section 101000 to carry out duly authorized orders and statutes related to public health within their jurisdiction.

"Lockup" means a locked room or secure enclosure under the control of a peace officer or custodial officer that is primarily used for the temporary confinement of adults who have recently been arrested; sentenced prisoners who are inmate workers may reside in the facility to carry out appropriate work.

"May" is permissive; "shall" is mandatory.

"Medical detoxification" means a process that systematically and safely withdraws people from addicting drugs, usually under the care of a physician. Drinking alcohol or using prescribed and/or illicit drugs can cause physical and/or psychological dependence over time and stopping them can result in withdrawal symptoms in people with this dependence. The detoxification process is designed to treat the immediate bodily effects of stopping drug use that may be life-threatening.
"Mental Health Director," means that individual who is designated by contract, written agreement or job description, to have administrative responsibility for the facility or system mental health program.

"Non-secure custody" means that a minor's freedom of movement in a law enforcement facility is controlled by the staff of the facility; and

(1) the minor is under constant direct visual observation by the staff;
(2) the minor is not locked in a room or enclosure; and,
(3) the minor is not physically secured to a cuffing rail or other stationary object.

"Non-sentenced inmate," means an inmate with any pending local charges or one who is being held solely for charges pending in another jurisdiction.

"Over-the-counter (OTC) Drugs," as it relates to managing legally obtained drugs, are medications which do not require a prescription (non-legend).

"People with disabilities" includes, but is not limited to, persons with a physical or mental impairment that substantially limits one or more of their major life activities or those persons with a record of such impairment or perceived impairment that does not include substance use disorders resulting from current illegal use of a controlled substance.

"Performance criteria" means, with respect to a design-build project, the information that fully describes the scope of the proposed project and includes, but is not limited to, the size, type, and design character of the buildings and site; the required form, fit, function, operational requirements and quality of design, materials, equipment and workmanship; and any other information deemed necessary to sufficiently describe the agency's needs; including documents prepared pursuant to paragraph (1) of subdivision (d) of Section 20133 of the Public Contract Code.

"Pilot Project" means an initial short-term method to test or apply an innovation or concept related to the operation, management or design of a local detention facility pursuant to application to, and approval by, the Board.

"Procurement," as it relates to managing legally obtained drugs, means the system for ordering and obtaining medications for facility stock.

"Psychotropic medication" means any medication prescribed for the treatment of symptoms of psychoses and other mental and emotional disorders.

"Rated capacity" means the number of inmate occupants for which a facility's single and double occupancy cells or dormitories, except those dedicated for health care or disciplinary separation housing, were planned and designed in conformity to the standards and requirements contained in Title 15 and in Title 24.

"Regional Center for Developmentally Disabled" means those private agencies throughout the state, funded through the Department of Developmental Services, which
assure provision of services to persons with developmental disabilities. Such centers will be referred to as regional centers in these regulations.

"Remodel" means to alter the facility structure by adding, deleting, or moving any of the buildings' components thereby affecting any of the spaces specified in Title 24, Part 2, Section 1231.

"Repackaging," as it relates to managing legally obtained drugs, means the transferring of medications from the original manufacturers' container to another properly labeled container.

"Repair" means to restore to original condition or replace with like-in-kind.

"Responsible health care staff" means an individual who is qualified by education, training and/or licensure/regulation and/or facility privileges (when applicable) who performs a professional service within his or her scope of practice and in accordance with assigned duties. This distinguishes the "responsible health care staff" from the many other "qualified health care staff" that are not specifically assigned to assure that certain care is rendered.

"Safety checks" means direct, visual observation performed at random intervals within timeframes prescribed in these regulations to provide for the health and welfare of inmates.

"Secure custody" means that a minor being held in temporary custody in a law enforcement facility is locked in a room or enclosure and/or is physically secured to a cuffing rail or other stationary object.

"Security glazing" means a glass/polycarbonate composite glazing material designed for use in detention facility doors and windows and intended to withstand measurable, complex loads from deliberate and sustained attacks in a detention environment.

"Sentenced inmate," means an inmate that is sentenced on all local charges.

"Shall" is mandatory; "may" is permissive.

"Sobering cell" as referenced in Section 1056, refers to an initial "sobering up" place for arrestees who are sufficiently intoxicated from any substance to require a protected environment.

"Storage," as it relates to legally obtained drugs, means the controlled physical environment used for the safekeeping and accounting of medications.

"Supervision in a law enforcement facility" means that a minor is being directly observed by the responsible individual in the facility to the extent that immediate intervention or other required action is possible.
"Supervisory custodial personnel" means those staff members whose duties include direct supervision of custodial personnel.

"Telehealth" means a collection of means or methods for enhancing health care using telecommunications technologies. Telehealth encompasses a broad variety of technologies to deliver virtual health services.

"Temporary custody" means that the minor is not at liberty to leave the law enforcement facility.

"Temporary Holding facility" means a local detention facility constructed after January 1, 1978, used for the confinement of persons for 24 hours or less pending release, transfer to another facility, or appearance in court.

"Type I facility" means a local detention facility used for the detention of persons for not more than 96 hours excluding holidays after booking. Such a Type I facility may also detain persons on court order either for their own safekeeping or sentenced to a city jail as an inmate worker, and may house inmate workers sentenced to the county jail provided such placement in the facility is made on a voluntary basis on the part of the inmate. As used in this section, an inmate worker is defined as a person assigned to perform designated tasks outside of his/her cell or dormitory, pursuant to the written policy of the facility, for a minimum of four hours each day on a five day scheduled work week.

"Type II facility" means a local detention facility used for the detention of persons pending arraignment, during trial, and upon a sentence of commitment.

"Type III facility" means a local detention facility used only for the detention of convicted and sentenced persons.

"Type IV facility" means a local detention facility or portion thereof designated for the housing of inmates eligible under Penal Code Section 1208 for work/education furlough and/or other programs involving inmate access into the community.


§ 1007. Pilot Projects.

The pilot project is the short-term method used by a local detention facility/system, approved by the Board, to evaluate innovative programs, operations or concepts which meet or exceed the intent of these regulations.

The Board may, upon application of a city, county or city and county, grant pilot project status to a program, operational innovation or new concept related to the operation and management of a local detention facility. An application for a pilot project shall include, at a minimum, the following information:
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(a) The regulations which the pilot project will affect.
(b) Review of case law, including any lawsuits brought against the applicant local detention facility, pertinent to the proposal.
(c) The applicant's history of compliance or non-compliance with standards.
(d) A summary of the "totality of conditions" in the facility or facilities, including but not limited to:
   (1) program activities, exercise and recreation;
   (2) adequacy of supervision;
   (3) types of inmates affected; and,
   (4) inmate classification procedures.
(e) A statement of the goals the pilot project is intended to achieve, the reasons a pilot project is necessary and why the particular approach was selected.
(f) The projected costs of the pilot project and projected cost savings to the city, county, or city and county, if any.
(g) A plan for developing and implementing the pilot project including a time line where appropriate.
(h) A statement of how the overall goal of providing safety to staff and inmates will be achieved.

The Board shall consider applications for pilot projects based on the relevance and appropriateness of the proposed project, the completeness of the information provided in the application, and staff recommendations.

Within 10 working days of receipt of the application, Board staff will notify the applicant, in writing, that the application is complete and accepted for filing, or that the application is being returned as deficient and identifying what specific additional information is needed. This does not preclude the Board members from requesting additional information necessary to make a determination that the pilot project proposed actually meets or exceeds the intent of these regulations at the time of the hearing. When complete, the application will be placed on the agenda for the Board's consideration at a regularly scheduled meeting. The written notification from the Board to the applicant shall also include the date, time and location of the meeting at which the application will be considered. (The Board meeting schedule for the current calendar year is available through its office in Sacramento.)

When an application for a pilot project is approved by the Board, Board staff shall notify the applicant, in writing within 10 working days of the meeting, of any conditions included in the approval and the time period for the pilot project. Regular progress reports and evaluative data on the success of the pilot project in meeting its goals shall be provided to the Board. If disapproved, the applicant shall be notified in writing, within 10 working days of the meeting, the reasons for said disapproval. This application approval process may take up to 90 days from the date of receipt of a complete application.

Pilot project status granted by the Board shall not exceed twelve months after its approval date. When deemed to be in the best interest of the application, the Board may extend the expiration date for up to an additional twelve months. Once a city, county, or city and

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county successfully completes the pilot project evaluation period and desires to continue with the program, it may apply for an alternate means of compliance as described in Section 1008 of these regulations.


§ 1008. Alternate Means of Compliance.

The alternate means of compliance is the long-term method used by a local detention facility/system, approved by the Board, to encourage responsible innovation and creativity in the operation of California’s local detention facilities. The Board may, upon application of a city, county, or city and county, consider alternate means of compliance with these regulations after the pilot project process has been successfully evaluated (as defined in Section 1007). The city, county, or city and county must present the completed application to the Board no later than 30 days prior to the expiration of its pilot project.

Applications for alternate means of compliance must meet the spirit and intent of improving jail management, shall be equal to or exceed the existing standard(s) and shall include reporting and evaluation components. An application for alternate means of compliance shall include, at a minimum, the following information:

(a) Review of case law, including any lawsuits brought against the applicant local detention facility, pertinent to the proposal.
(b) The applicant’s history of compliance or non-compliance with standards.
(c) A summary of the “totality of conditions” in the facility or facilities, including but not limited to:
   (1) program activities, exercise and recreation;
   (2) adequacy of supervision;
   (3) types of inmates affected; and,
   (4) inmate classification procedures.
(d) A statement of the problem the alternate means of compliance is intended to solve, how the alternative will contribute to a solution of the problem and why it is considered an effective solution.
(e) The projected costs of the alternative and projected cost savings to the city, county, or city and county if any.
(f) A plan for developing and implementing the alternative including a time line where appropriate.
(g) A statement of how the overall goal of providing safety to staff and inmates was achieved during the pilot project evaluation phase (Section 1007).

The Board shall consider applications for alternate means of compliance based on the relevance and appropriateness of the proposed alternative, the completeness of the information provided in the application, the experiences of the jurisdiction during the pilot project, and staff recommendations.

Within 10 working days of receipt of the application, Board staff will notify the applicant, in writing, that the application is complete and accepted for filing, or that the application...
is being returned as deficient and identifying what specific additional information is needed. This does not preclude the Board from requesting additional information necessary to make a determination that the alternate means of compliance proposed meets or exceeds the intent of these regulations at the time of the hearing. When complete, the application will be placed on the agenda for the Board’s consideration at a regularly scheduled meeting. The written notification from the Board to the applicant shall also include the date, time and location of the meeting at which the application will be considered. (The Board meeting schedule for the current calendar year is available through its office in Sacramento.)

When an application for an alternate means of compliance is approved by the Board, Board staff shall notify the applicant, in writing within 10 working days of the meeting, of any conditions included in the approval and the time period for which the alternate means of compliance shall be permitted. The Board may require regular progress reports and evaluative data as to the success of the alternate means of compliance. If disapproved, the applicant shall be notified in writing, within 10 working days of the meeting, the reasons for said disapproval. This application approval process may take up to 90 days from the date of receipt of a complete application.

The Board may revise the minimum jail standards during the next biennial review (reference Penal Code Section 6030) based on data and information obtained during the alternate means of compliance process. If, however, the alternate means of compliance does not have universal application, a city, county, or city and county may continue to operate under this status as long as they meet the terms of this regulation.

Note: Authority cited: Sections 6024 and 6030, Penal Code. Reference: Section 6030, Penal Code.

ARTICLE 2. INSPECTION AND APPLICATION OF STANDARDS

§ 1010. Applicability of Standards.

(a) All standards and requirements contained herein shall apply to Types I, II, III and IV facilities except as specifically noted in these regulations.

(b) Court holding facilities shall comply with the following regulations:
   (1) 1012, Emergency Suspensions of Standards or Requirements
   (2) 1018, Appeal
   (3) 1024, Court Holding and Temporary Holding Facility Training
   (4) 1027, Number of Personnel
   (5) 1027.5, Safety Checks
   (6) 1028, Fire and Life Safety Staff
   (7) 1029, Policy and Procedures Manual
   (8) 1030, Suicide Prevention Program
   (9) 1032, Fire Suppression Preplanning
   (10) 1044, Incident Reports
   (11) 1046, Death in Custody
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(12) 1050, Classification Plan
(13) 1051, Communicable Diseases
(14) 1052, Mentally Disordered Inmates
(15) 1053, Administrative Segregation
(16) 1057, Developmentally Disabled Inmates
(17) 1058, Use of Restraint Devices
(18) 1058.5, Restraints and Pregnant Inmates
(19) 1068, Access to Courts and Counsel
(20) Title 24, Section 13-102(c)1, Letter of Intent
(21) Title 24, Section 13-102(c)3, Operational Program Statement
(22) Title 24, Section 13-102(c)5, Submittal of Plans and Specifications
(23) Title 24, Section 13-102(c)6C, Design Requirements
(24) Title 24, Part 2, Section 1231.2, Design Criteria for Required Spaces
(25) Title 24, Part 2, Section 1231.3, Design Criteria for Furnishings and Equipment
(26) 1200, Responsibility for Health Care Services
(27) 1220, First Aid Kit(s)
(28) 1246, Food Serving and Supervision
(29) 1280, Facility Sanitation, Safety, Maintenance

(c) In addition to the regulations cited above, court holding facilities that hold minors shall also comply with the following regulations:

(1) 1047, Serious Illness of a Minor in an Adult Detention Facility
(2) 1122.5, Pregnant Minors
(3) 1160, Purpose
(4) 1161, Conditions of Detention
(5) 1162, Supervision of Minors
(6) 1163, Classification

(d) Temporary holding facilities shall comply with the following regulations:

(1) 1012, Emergency Suspensions of Standards or Requirements
(2) 1018, Appeal
(3) 1024, Court Holding and Temporary Holding Facility Training
(4) 1027, Number of Personnel
(5) 1027.5, Safety Checks
(6) 1028, Fire and Life Safety Staff
(7) 1029, Policy and Procedures Manual
(8) 1030, Suicide Prevention Program
(9) 1032, Fire Suppression Preplanning
(10) 1044, Incident Reports
(11) 1046, Death in Custody
(12) 1050, Classification Plan
(13) 1051, Communicable Diseases
(14) 1052, Mentally Disordered Inmates
(15) 1053, Administrative Segregation
(16) 1057, Developmentally Disabled Inmates

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(17) 1058, Use of Restraint Devices
(18) 1058.5, Restraints and Pregnant Inmates
(19) 1067, Access to Telephone
(20) 1068, Access to Courts and Counsel
(21) Title 24, Section 13-102(c)1, Letter of Intent
(22) Title 24, Section 13-102(c)3, Operational Program Statement
(23) Title 24, Section 13-102(c)5, Submittal of Plans and Specifications
(24) Title 24, Section 13-102(c)6C, Design Requirements
(25) Title 24, Part 2, Section 1231.2, Design Criteria for Required Spaces
(26) Title 24, Part 2 Section 1231.3, Design Criteria for Furnishings and Equipment
(27) 1200, Responsibility for Health Care Services
(28) 1207, Medical Receiving Screening
(29) 1209, Transfer to Treatment Facility
(30) 1212, Vermin Control
(31) 1213, Detoxification Treatment
(32) 1220, First Aid Kit(s)
(33) 1240, Frequency of Serving
(34) 1241, Minimum Diet
(35) 1243, Food Service Plan
(36) 1246, Food Serving and Supervision
(37) 1280, Facility Sanitation, Safety, Maintenance

(e) The following sections are applicable to temporary holding facilities where such procedural or physical plant items are utilized.
(1) 1055, Use of Safety Cell
(2) 1056, Use of Sobering Cell
(3) 1058, Use of Restraint Devices
(4) 1058.5, Restraints and Pregnant Inmates
(5) 1080, Rules and Disciplinary Penalties
(6) 1081, Plan for Inmate Discipline
(7) 1082, Forms of Discipline
(8) 1083, Limitations on Disciplinary Actions
(9) 1084, Disciplinary Records
(10) Title 24, Part 2, Section 1231.2.1 Area for Reception and Booking
(11) Title 24, Part 2, Section 1231.2.4 Sobering Cell
(12) Title 24, Part 2, Section 1231.2.5 Safety Cell
(13) Title 24, Part 2, Section 1231.3.4 Design Criteria for Showers
(14) Title 24, Part 2, Section 1231.3.5 Design Criteria for Beds/Bunks
(15) Title 24, Part 2, Section 1231.3.8 Design Criteria for Cell Padding
(16) 1270, Standard Bedding and Linen Issue
(17) 1272, Mattresses

(f) Law enforcement facilities, including lockups, that hold minors in temporary custody shall, in addition to the previously cited applicable regulations, comply with the following regulations:

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(1) 1046, Death in Custody
(2) 1047, Serious Illness of a Minor in an Adult Detention Facility
(3) 1140, Purpose
(4) 1141, Minors Arrested for Law Violations
(5) 1142, Written Policies and Procedures
(6) 1143, Care of Minors in Temporary Custody
(7) 1144, Contact Between Minors and Adult Prisoners
(8) 1145, Decision on Secure Detention
(9) 1146, Conditions of Secure Detention
(10) 1147, Supervision of Minors Held Inside a Locked Enclosure
(11) 1148, Supervision of Minors in Secure Detention Outside a Locked Enclosure
(12) 1149, Criteria for Non-secure Custody
(13) 1150, Supervision of Minors in Non-secure Custody
(14) 1151, Intoxicated and Substance Abusing Minors in a Lockup


§ 1012. Emergency Suspensions of Standards or Requirements.

Nothing contained herein shall be construed to deny the power of any facility administrator to temporarily suspend any standard or requirement herein prescribed in the event of any emergency which threatens the safety of a local detention facility, its inmates or staff, or the public. Only such regulations directly affected by the emergency may be suspended. The facility administrator shall notify the Board in writing in the event that such a suspension lasts longer than three days. Suspensions lasting for more than 15 days require approval of the chairperson of the Board. Such approval shall be effective for the time specified by the chairperson.

Note: Authority cited: Sections 6024 and 6030, Penal Code. Reference: Section 6030, Penal Code.

§ 1013. Criminal History Information.

Such criminal history information as is necessary for conducting facility inspections as specified in Section 6031.1 of the Penal Code and detention needs surveys as specified in Section 6029 of the Penal Code shall be made available to the staff of the Board. Such information shall be held confidential except that published reports may contain such information in a form which does not identify an individual.

Note: Authority cited: Sections 6024 and 6030, Penal Code. Reference: Sections 6029, 6030, and 11105 Penal Code.

§ 1016. Contracts for Local Detention Facilities.

In the event that a county, city or city and county contracts for a local detention facility with a community-based public or private organization, compliance with appropriate Title 15 and Title 24 regulations shall be made a part of the contract. Nothing in this standard

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shall be construed as creating enabling language to broaden or restrict privatization of local detention facilities beyond that which is contained in statute.


§ 1018. Appeal.

The appeal hearing procedures are intended to provide a review concerning the Board application and enforcement of standards and regulations in local detention facilities and lockups. A county, city, or city and county facility may appeal on the basis of alleged misapplication, capricious enforcement of regulations, or substantial differences of opinion as may occur concerning the proper application of regulations or procedures.

(a) Levels of Appeal.

(1) There are two levels of appeal as follows:
   (A) appeal to the Executive Director; and,
   (B) appeal to the Board.

(2) An appeal shall first be filed with the Executive Director.

(b) Appeal to the Executive Director.

(1) If a county, city, or city and county facility is dissatisfied with an action of the Board staff, it may appeal the cause of the dissatisfaction to the Executive Director. Such appeal shall be filed within 30 calendar days of the notification of the action with which the county or city is dissatisfied.

(2) The appeal shall be in writing and:
   (A) state the basis for the dissatisfaction;
   (B) state the action being requested of the Executive Director; and,
   (C) attach any correspondence or other documentation related to the cause for dissatisfaction.

(c) Executive Director Appeal Procedures.

(1) The Executive Director shall review the correspondence and related documentation and render a decision on the appeal within 30 calendar days except in those cases where the appellant withdraws or abandons the appeal.

(2) The procedural time requirement may be waived with the mutual consent of the appellant and the Executive Director.

(3) The Executive Director may render a decision based on the correspondence and related documentation provided by the appellant and may consider other relevant sources of information deemed appropriate.

(d) Executive Director's Decision.

The decision of the Executive Director shall be in writing and shall provide the rationale for the decision.

(e) Request for Appeal Hearing by Board.

(1) If a county, city, or city and county facility is dissatisfied with the decision of the Executive Director, it may file a request for an appeal hearing with the Board.
Such appeal shall be filed within 30 calendar days after receipt of the Executive Director's decision.

(2) The request shall be in writing and:
   (a) state the basis for the dissatisfaction;
   (b) state the action being requested of the Board; and,
   (c) attach any correspondence related to the appeal from the Executive Director.

(f) Board Hearing Procedures.
   (1) The hearing shall be conducted by a hearing panel designated by the Chairman of the Board at a reasonable time, date, and place, but not later than 21 days after the filing of the request for hearing with the Board, unless delayed for good cause. The Board shall mail or deliver to the appellant or authorized representative a written notice of the time and place of hearing not less than 7 days prior to the hearing.
   (2) The procedural time requirements may be waived with mutual consent of the parties involved.
   (3) Appeal hearing matters shall be set for hearing, heard, and disposed of by a notice of decision within 60 days from the date of the request for appeal hearing, except in those cases where the appellant withdraws or abandons the request for hearing or the matter is continued for what is determined by the hearing panel to be good cause.
   (4) An appellant may waive a personal hearing before the hearing panel and, under such circumstances, the hearing panel shall consider the written information submitted by the appellant and other relevant information as may be deemed appropriate.
   (5) The hearing is not formal or judicial in nature. Pertinent and relative information, whether written or oral, shall be accepted. Hearings shall be tape recorded.
   (6) After the hearing has been completed, the hearing panel shall submit a proposed decision in writing to the Board at its next regular public meeting.

(g) Board of State and Community Corrections Decision.
   (1) The Board, after receiving the proposed decision, may:
      (a) adopt the proposed decision;
      (b) decide the matter on the record with or without taking additional evidence; or,
      (c) order a further hearing to be conducted if additional information is needed to decide the issue.
   (2) The Board, or notice of a new hearing ordered, notice of decision or other such actions shall be mailed or otherwise delivered by the Board to the appellant.
   (3) The record of the testimony exhibits, together with all papers and requests filed in the proceedings and the hearing panel's proposed decision, shall constitute the exclusive record for decision and shall be available to the appellant at any reasonable time for one year after the date of the Board's notice of decision in the case.
   (4) The decision of the Board shall be final.


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ARTICLE 3. TRAINING, PERSONNEL AND MANAGEMENT

§ 1020. Corrections Officer Core Course.

(a) In addition to the provisions of California Penal Code Section 831.5, all custodial personnel of a Type I, II, III, or IV facility shall successfully complete the "Corrections Officer Core Course" as described in Section 179 of Title 15, CCR, within one year from the date of assignment.

(b) Custodial Personnel who have successfully completed the course of instruction required by Penal Code Section 832.3 shall also successfully complete the "Corrections Officer Basic Academy Supplemental Core Course" as described in Section 180 of Title 15, CCR, within one year from the date of assignment.


§ 1021. Jail Supervisory Training.

Prior to assuming supervisory duties, jail supervisors shall complete the core training requirements pursuant to Section 1020, Corrections Officer Core Course. In addition, supervisory personnel of any Type I, II, III or IV jail shall also be required to complete either the STC Supervisory Course (as described in Section 181, Title 15, CCR) or the POST supervisory course within one year from date of assignment.

Note: Authority cited: Sections 6030, 6031.6 and 6035, Penal Code. Reference: Section 6030, Penal Code.


Managerial personnel of any Type I, II, III or IV jail shall be required to complete either the STC management course (as described in Section 182, Title 15, CCR) or the POST management course within one year from date of assignment.

Note: Authority cited: Sections 6030, 6031.6 and 6035, Penal Code. Reference: Section 6030, Penal Code.

§ 1024. Court Holding and Temporary Holding Facility Training.

Custodial personnel who supervise inmates in, and supervisors of, a Court Holding or Temporary Holding facility shall complete 8 hours of specialized training. Such training shall include, but not be limited to:
(a) applicable minimum jail standards;
(b) jail operations liability;
(c) inmate segregation;
(d) emergency procedures and planning, fire and life safety; and,
(e) suicide prevention.
Such training shall be completed as soon as practical, but in any event not more than six months after the date of assigned responsibility, or the effective date of this regulation. Successful completion of Core training or supplemental Core training, pursuant to Section 1020, Corrections Officer Core Course, may be substituted for the initial eight hours of training.

Eight hours of refresher training shall be completed once every two years. Successful completion of the requirements in Section 1025, Continuing Professional Training may be substituted for the eight hour refresher.

Each agency shall determine if additional training is needed based upon, but not limited to, the complexity of the facility, the number of inmates, the employees' level of experience and training, and other relevant factors.

Note: Authority cited: Sections 6024 and 6030, Penal Code. Reference: Section 6030, Penal Code.

§ 1025. Continuing Professional Training.

With the exception of any year that a core training module is successfully completed, all facility/system administrators, managers, supervisors, and custody personnel of a Type I, II, III, or IV facility shall successfully complete the “annual required training” specified in Section 184 of Title 15, CCR.


§ 1027. Number of Personnel.

A sufficient number of personnel shall be employed in each local detention facility to ensure the implementation and operation of the programs and activities required by these regulations.

Whenever there is an inmate in custody, there shall be at least one employee on duty at all times in a local detention facility or in the building which houses a local detention facility who shall be immediately available and accessible to inmates in the event of an emergency. Such an employee shall not have any other duties which would conflict with the supervision and care of inmates in the event of an emergency. Whenever one or more female inmates are in custody, there shall be at least one female employee who shall be immediately available and accessible to such females.

Additionally, in Type IV programs the administrator shall ensure a sufficient number of personnel to provide case review, program support, and field supervision.

In order to determine if there is a sufficient number of personnel for a specific facility, the facility administrator shall prepare and retain a staffing plan indicating the personnel assigned in the facility and their duties. Such a staffing plan shall be reviewed by the
Board staff at the time of their biennial inspection. The results of such a review and recommendations shall be reported to the local jurisdiction having fiscal responsibility for the facility.

Note: Authority cited: Section 6030, Penal Code. Reference: Sections 6030, 6031 and 6031.1, Penal Code.

§ 1027.5 Safety Checks.

Safety checks shall be conducted at least hourly through direct visual observation of all inmates. There shall be no more than a 60 minute lapse between safety checks. There shall be a written plan that includes the documentation of routine safety checks.


§ 1028. Fire and Life Safety Staff.

Pursuant to Penal Code Section 6030(c), effective January 1, 1980, whenever there is an inmate in custody, there shall be at least one person on duty at all times who meets the training standards established by the Board for general fire and life safety. The facility manager shall ensure that there is at least one person on duty who trained in fire and life safety procedures that relate specifically to the facility.


Facility administrator(s) shall develop and publish a manual of policy and procedures for the facility. The policy and procedures manual shall address all applicable Title 15 and Title 24 regulations and shall be comprehensively reviewed and updated at least every two years. Such a manual shall be made available to all employees.

(a) The manual for Temporary Holding, Type I, II, and III facilities shall provide for, but not be limited to, the following:

(1) Table of organization, including channels of communications.
(2) Inspections and operations reviews by the facility administrator/manager.
(3) Policy on the use of force.
(4) Policy on the use of restraint equipment, including the restraint of pregnant inmates as referenced in Penal Code Section 3407.
(5) Procedure and criteria for screening newly received inmates for release per Penal Code sections 849(b)(2) and 853.6, and any other such processes as the facility administrator is empowered to use.
(6) Security and control including physical counts of inmates, searches of the facility and inmates, contraband control, and key control. Each facility administrator shall, at least annually, review, evaluate, and make a record of security measures. The review and evaluation shall include internal and external security measures of the facility.

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(7) Emergency procedures include:
(A) fire suppression preplan as required by section 1032 of these regulations;
(B) escape, disturbances, and the taking of hostages;
(C) mass arrests;
(D) natural disasters;
(E) periodic testing of emergency equipment; and,
(F) storage, issue, and use of weapons, ammunition, chemical agents, and related security devices.

(8) Suicide Prevention.
(9) Segregation of Inmates.
The policies and procedures required in subsections (6) and (7) may be placed in a separate manual to ensure confidentiality.

(b) The manual for court holding facilities shall include all of the procedures listed in subsection (a), except number (5).
(c) The manual for Type IV facilities shall include, in addition to the procedures required in subsection (a), except number (5), procedures for:
   (1) accounting of inmate funds;
   (2) community contacts;
   (3) field supervision;
   (4) temporary release; and
   (5) obtaining health care.


§ 1030. Suicide Prevention Program.
The facility shall have a comprehensive written suicide prevention program developed by the facility administrator, in conjunction with the health authority and mental health director, to identify, monitor, and provide treatment to those inmates who present a suicide risk. The program shall include the following:
(a) Suicide prevention training for all staff that have direct contact with inmates.
(b) Intake screening for suicide risk immediately upon intake and prior to housing assignment.
(c) Provisions facilitating communication among arresting/transporting officers, facility staff, medical and mental health personnel in relation to suicide risk.
(d) Housing recommendations for inmates at risk of suicide.
(e) Supervision depending on level of suicide risk.
(f) Suicide attempt and suicide intervention policies and procedures.
(g) Provisions for reporting suicides and suicides attempts.
(h) Multi-disciplinary administrative review of suicides and attempted suicides as defined by the facility administrator.

§ 1032. Fire Suppression Preplanning.

Pursuant to Penal Code Section 6031.1(b), the facility administrator shall consult with the local fire department having jurisdiction over the facility, with the State Fire Marshal, or both, in developing a plan for fire suppression which shall include, but not be limited to:

(a) a fire suppression pre-plan developed with the local fire department to be included as part of the policy and procedures manual (Title 15, California Code of Regulations Section 1029);

(b) regular fire prevention inspections by facility staff on a monthly basis with two year retention of the inspection record;

(c) fire prevention inspections as required by Health and Safety Code Section 13146.1(a) and (b) which requires inspections at least once every two years;

(d) an evacuation plan; and,

(e) a plan for the emergency housing of inmates in the case of fire.

Note: Authority cited: Sections 6024 and 6030, Penal Code. Reference: Section 6030 and 6031.1, Penal Code.

ARTICLE 4. RECORDS AND PUBLIC INFORMATION


Except in court holding and temporary holding facilities, each facility administrator shall maintain an inmate demographics accounting system which reflects the monthly average daily population of sentenced and non-sentenced inmates by categories of male, female and juvenile. Facility administrators shall provide the Board with applicable inmate demographic information as described in the Jail Profile Survey.


§ 1041. Inmate Records.

Each facility administrator of a Type I, II, III or IV facility shall develop written policies and procedures for the maintenance of individual inmate records which shall include, but not be limited to, intake information, personal property receipts, commitment papers, court orders, reports of disciplinary actions taken, medical orders issued by the responsible physician and staff response, and non-medical information regarding disabilities and other limitations.


§ 1044. Incident Reports.

Each facility administrator shall develop written policies and procedures for the maintenance of written records and reporting of all incidents which result in physical harm, or serious threat of physical harm, to an employee or inmate of a detention facility or other person. Such records shall include the names of the persons involved, a description of
the incident, the actions taken, and the date and time of the occurrence. Such a written record shall be prepared by the staff assigned to investigate the incident and submitted to the facility manager or his/her designee.

Note: Authority cited: Sections 6024 and 6030, Penal Code. Reference: Section 6030, Penal Code.

§ 1045. Public Information Plan.

Each facility administrator of a Type I, II, III or IV facility shall develop written policies and procedures for the dissemination of information to the public, to other government agencies, and to the news media. The public and inmates shall have available for review the following material:

(a) The Board of State and Community Corrections Minimum Standards for Local Detention Facilities as found in Title 15 of the California Code of Regulations.

(b) Facility rules and procedures affecting inmates as specified in sections:

1. 1045, Public Information Plan
2. 1061, Inmate Education Plan
3. 1062, Visiting
4. 1063, Correspondence
5. 1064, Library Service
6. 1065, Exercise and Recreation
7. 1066, Books, Newspapers, Periodicals and Writings
8. 1067, Access to Telephone
9. 1068, Access to Courts and Counsel
10. 1069, Inmate Orientation
11. 1070, Individual/Family Service Programs
12. 1071, Voting
13. 1072, Religious Observance
14. 1073, Inmate Grievance Procedure
15. 1080, Rules and Disciplinary Penalties
16. 1081, Plan for Inmate Discipline
17. 1082, Forms of Discipline
18. 1083, Limitations on Discipline
19. 1200, Responsibility for Health Care Services


§ 1046. Death in Custody.

(a) Death in Custody Reviews for Adults and Minors.
The facility administrator, in cooperation with the health administrator, shall develop written policy and procedures to ensure that there is an initial review of every in-custody death within 30 days. The review team shall include the facility administrator and/or the
facility manager, the health administrator, the responsible physician and other health care and supervision staff who are relevant to the incident.

Deaths shall be reviewed to determine the appropriateness of clinical care; whether changes to policies, procedures, or practices are warranted; and to identify issues that require further study.

(b) Death of a Minor
In any case in which a minor dies while detained in a jail, lockup, or court holding facility:

1. The administrator of the facility shall provide to the Board a copy of the report submitted to the Attorney General under Government Code Section 12525. A copy of the report shall be submitted within 10 calendar days after the death.

2. Upon receipt of a report of death of a minor from the administrator, the Board may within 30 calendar days inspect and evaluate the jail, lockup, or court holding facility pursuant to the provisions of this subchapter. Any inquiry made by the Board shall be limited to the standards and requirements set forth in these regulations.

Note: Authority cited: Sections 6024 and 6030, Penal Code. Reference: Section 6030, Penal Code.

§ 1047. Serious Illness or Injury of a Minor in an Adult Detention Facility.

The facility administrator shall develop policy and procedures for notification of the court of jurisdiction and the parent, guardian, or person standing in loco parentis, in the event of a suicide attempt, serious illness, injury or death of a minor in custody.


ARTICLE 5. CLASSIFICATION AND SEGREGATION

§ 1050. Classification Plan.

(a) Each administrator of a temporary holding, Type I, II, or III facility shall develop and implement a written classification plan designed to properly assign inmates to housing units and activities according to the categories of sex, age, criminal sophistication, seriousness of crime charged, physical or mental health needs, assaulitve/non-assaultive behavior and other criteria which will provide for the safety of the inmates and staff. Such housing unit assignment shall be accomplished to the extent possible within the limits of the available number of distinct housing units or cells in a facility.

The written classification plan shall be based on objective criteria and include receiving screening performed at the time of intake by trained personnel, and a record of each inmate's classification level, housing restrictions, and housing assignments.

Each administrator of a Type II or III facility shall establish and implement a classification system which will include the use of classification officers or a classification committee in order to properly assign inmates to housing, work, rehabilitation programs, and leisure activities. Such a plan shall include the use of as much information as is available about
the inmate and from the inmate and shall provide for a channel of appeal by the inmate to the facility administrator or designee. An inmate who has been sentenced to more than 60 days may request a review of his classification plan no more often than 30 days from his last review.

(b) Each administrator of a court holding facility shall establish and implement a written plan designed to provide for the safety of staff and inmates held at the facility. The plan shall include receiving and transmitting of information regarding inmates who represent unusual risk or hazard while confined at the facility, and the segregation of such inmates to the extent possible within the limits of the court holding facility.


§ 1051. Communicable Diseases.
The facility administrator, in cooperation with the responsible physician, shall develop written policies and procedures specifying those symptoms that require segregation of an inmate until a medical evaluation is completed. At the time of intake into the facility, an inquiry shall be made of the person being booked as to whether or not he/she has or has had any communicable diseases, such as tuberculosis or has observable symptoms of tuberculosis or any other communicable diseases, or other special medical problem identified by the health authority. The response shall be noted on the booking form and/or screening device.


§ 1052. Mentally Disordered Inmates.
The facility administrator, in cooperation with the responsible physician, shall develop written policies and procedures to identify and evaluate all mentally disordered inmates, and may include telehealth. If an evaluation from medical or mental health staff is not readily available, an inmate shall be considered mentally disordered for the purpose of this section if he or she appears to be a danger to himself/herself or others or if he/she appears gravely disabled. An evaluation from medical or mental health staff shall be secured within 24 hours of identification or at the next daily sick call, whichever is earliest. Segregation may be used if necessary to protect the safety of the inmate or others.


§ 1053. Administrative Segregation.
Except in Type IV facilities, each facility administrator shall develop written policies and procedures which provide for the administrative segregation of inmates who are determined to be prone to: promote activity or behavior that is criminal in nature or disruptive to facility operations; demonstrate influence over other inmates, including influence to promote or direct action or behavior that is criminal in nature or disruptive to
the safety and security of other inmates or facility staff, as well as to the safe operation of
the facility; escape; assault, attempted assault, or participation in a conspiracy to assault
or harm other inmates or facility staff; or likely to need protection from other inmates, if
such administrative segregation is determined to be necessary in order to obtain the
objective of protecting the welfare of inmates and staff. Administrative segregation shall
consist of separate and secure housing but shall not involve any other deprivation of
privileges than is necessary to obtain the objective of protecting the inmates and staff.


§ 1054. Administrative Removal-Type IV Facility.
In Type IV facilities, the facility administrator shall develop written policies and procedures
which provide for the administrative removal of an inmate for the safety and well being of
the inmate, the staff, the program, the facility, and/or the general public. Such removal
shall be subject to review by the facility administrator or designee on the next business
day.


§ 1055. Use of Safety Cell.
The safety cell described in Title 24, Part 2, Section 1231.2.5, shall be used to hold only
those inmates who display behavior which results in the destruction of property or reveals
an intent to cause physical harm to self or others. The facility administrator, in cooperation
with the responsible physician, shall develop written policies and procedures governing
safety cell use and may delegate authority to place an inmate in a safety cell to a
physician.

In no case shall the safety cell be used for punishment or as a substitute for treatment.
An inmate shall be placed in a safety cell only with the approval of the facility manager or
designee, or responsible health care staff; continued retention shall be reviewed a
minimum of every four hours. A medical assessment shall be completed within a
maximum of 12 hours of placement in the safety cell or at the next daily sick call,
whichever is earliest. The inmate shall be medically cleared for continued retention every
24 hours thereafter. The facility manager, designee or responsible health care staff shall
obtain a mental health opinion/consultation with responsible health care staff on
placement and retention, which shall be secured within 12 hours of placement. Direct
visual observation shall be conducted at least twice every thirty minutes. Such
observation shall be documented.

Procedures shall be established to assure administration of necessary nutrition and fluids.
Inmates shall be allowed to retain sufficient clothing, or be provided with a suitably
designed "safety garment," to provide for their personal privacy unless specific identifiable
risks to the inmate's safety or to the security of the facility are documented.

Note: Authority cited: Sections 6024 and 6030, Penal Code. Reference: Section 6030, Penal Code.
§ 1056. Use of Sobering Cell.

The sobering cell described in Title 24, Part 2, Section 1231.2.4, shall be used for the holding of inmates who are a threat to their own safety or the safety of others due to their state of intoxication and pursuant to written policies and procedures developed by the facility administrator. Such inmates shall be removed from the sobering cell as they are able to continue in the processing. In no case shall an inmate remain in a sobering cell over six hours without an evaluation by a medical staff person or an evaluation by custody staff, pursuant to written medical procedures in accordance with section 1213 of these regulations, to determine whether the prisoner has an urgent medical problem. At 12 hours from the time of placement, all inmates will receive an evaluation by responsible health care staff. Intermittent direct visual observation of inmates held in the sobering cell shall be conducted no less than every half hour. Such observation shall be documented.

Note: Authority cited: Sections 6024 and 6030, Penal Code. Reference: Section 6030, Penal Code.

§ 1057. Developmentally Disabled Inmates.

The facility administrator, in cooperation with the responsible physician, shall develop written policies and procedures for the identification and evaluation, appropriate classification and housing, protection, and nondiscrimination of all developmentally disabled inmates.

The health authority or designee shall contact the regional center on any inmate suspected or confirmed to be developmentally disabled for the purposes of diagnosis and/or treatment within 24 hours of such determination, excluding holidays and weekends.


§ 1058. Use of Restraint Devices.

The facility administrator, in cooperation with the responsible physician, shall develop written policies and procedures for the use of restraint devices and may delegate authority to place an inmate in restraints to a responsible health care staff. In addition to the areas specifically outlined in this regulation, at a minimum, the policy shall address the following areas: acceptable restraint devices; signs or symptoms which should result in immediate medical/mental health referral; availability of cardiopulmonary resuscitation equipment; protective housing of restrained persons; provision for hydration and sanitation needs; and exercising of extremities.

In no case shall restraints be used for punishment or as a substitute for treatment.

Restraint devices shall only be used on inmates who display behavior which results in the destruction of property or reveal an intent to cause physical harm to self or others.
Restraint devices include any devices which immobilize an inmate's extremities and/or prevent the inmate from being ambulatory. Physical restraints should be utilized only when it appears less restrictive alternatives would be ineffective in controlling the disordered behavior.

Inmates shall be placed in restraints only with the approval of the facility manager, the facility watch commander, responsible health care staff; continued retention shall be reviewed a minimum of every hour. A medical opinion on placement and retention shall be secured within one hour from the time of placement. A medical assessment shall be completed within four hours of placement. If the facility manager, or designee, in consultation with responsible health care staff determines that an inmate cannot be safely removed from restraints after eight hours, the inmate shall be taken to a medical facility for further evaluation.

Direct visual observation shall be conducted at least twice every thirty minutes to ensure that the restraints are properly employed, and to ensure the safety and well-being of the inmate. Such observation shall be documented. While in restraint devices all inmates shall be housed alone or in a specified housing area for restrained inmates which makes provisions to protect the inmate from abuse.

The provisions of this section do not apply to the use of handcuffs, shackles or other restraint devices when used to restrain inmates for security reasons.

Note: Authority cited: Sections 6024 and 6030, Penal Code. Reference: Section 6030, Penal Code.

§ 1058.5. Restraints and Pregnant Inmates.

The facility administrator, in cooperation with the responsible physician, shall develop written policies and procedures for the use of restraint devices on pregnant inmates. In accordance with Penal Code 3407 the policy shall include reference to the following:

1) An inmate known to be pregnant or in recovery after delivery shall not be restrained by the use of leg irons, waist chains, or handcuffs behind the body.
2) A pregnant inmate in labor, during delivery, or in recovery after delivery, shall not be restrained by the wrists, ankles, or both, unless deemed necessary for the safety and security of the inmate, the staff, or the public.
3) Restraints shall be removed when a professional who is currently responsible for the medical care of a pregnant inmate during a medical emergency, labor, delivery, or recovery after delivery determines that the removal of restraints is medically necessary.
4) Upon confirmation of an inmate's pregnancy, she shall be advised, orally or in writing, of the standards and policies governing pregnant inmates.

Note: Authority cited: Section 6030, Penal Code. Reference: Sections 3407 and 6030, Penal Code.
§ 1059. DNA Collection, Use of Force.

(a) Pursuant to Penal Code Section 298.1, authorized law enforcement, custodial, or corrections personnel including peace officers, may employ reasonable force to collect blood specimens, saliva samples, or thumb or palm print impressions from individuals who are required to provide such samples, specimens or impressions pursuant to Penal Code Section 296 and who refuse following written or oral request.

(1) For the purpose of this regulation, the “use of reasonable force” shall be defined as the force that an objective, trained and competent correctional employee, faced with similar facts and circumstances, would consider necessary and reasonable to gain compliance with this regulation.

(2) The use of reasonable force shall be preceded by efforts to secure voluntary compliance. Efforts to secure voluntary compliance shall be documented and include an advisement of the legal obligation to provide the requisite specimen, sample or impression and the consequences of refusal.

(b) The force shall not be used without the prior written authorization of the facility watch commander on duty. The authorization shall include information that reflects the fact that the offender was asked to provide the requisite specimen, sample, or impression and refused.

(c) If the use of reasonable force includes a cell extraction, the extraction shall be videotaped, including audio. Video shall be directed at the cell extraction event. The videotape shall be retained by the agency for the length of time required by statute. Notwithstanding the use of the video as evidence in a criminal proceeding, the tape shall be retained administratively.


ARTICLE 6. INMATE PROGRAMS AND SERVICES

§ 1061. Inmate Education Plan.

The facility administrator of any Type II or III facility shall plan and shall request of appropriate public officials an inmate education program. When such services are not made available by the appropriate public officials, then the facility administrator shall develop and implement an education program with available resources. Such a plan shall provide for the voluntary academic and/or vocational education of housed inmates. Reasonable criteria for program eligibility shall be established and an inmate may be excluded or removed based on sound security practices or failure to abide by facility rules and regulations.

§ 1062. Visiting.

(a) The facility administrator shall develop written policies and procedures for inmate visiting which shall provide for as many visits and visitors as facility schedules, space, and number of personnel will allow. For sentenced inmates in Type I facilities and all inmates in Type II facilities there shall be allowed no fewer than two visits totaling at least one hour per inmate each week. In Type III and Type IV facilities there shall be allowed one or more visits, totaling at least one hour, per week.

(b) In Type I facilities, the facility administrator shall develop and implement written policies and procedures to allow visiting for non-sentenced detainees. The policies and procedures will include a schedule to assure that non-sentenced detainees will be afforded a visit no later than the calendar day following arrest.

(c) The visiting policies developed pursuant to this section shall include provision for visitation by minor children of the inmate.

Note: Authority cited: Sections 6024 and 6030, Penal Code. Reference: Section 6030, Penal Code.

§ 1063. Correspondence.

The facility administrator shall develop written policies and procedures for inmate correspondence which provide that:
(a) there is no limitation on the volume of mail that an inmate may send or receive;
(b) inmate correspondence may be read when there is a valid security reason and the facility manager or his/her designee approves;
(c) jail staff shall not review inmate correspondence to or from state and federal courts, any member of the State Bar or holder of public office, and the State Board of State and Community Corrections; however, jail authorities may open and inspect such mail only to search for contraband, cash, checks, or money orders and in the presence of the inmate;
(d) inmates may correspond, confidentially, with the facility manager or the facility administrator; and,
(e) those inmates who are without funds shall be permitted at least two postage paid envelopes and two sheets of paper each week to permit correspondence with family members and friends but without limitation on the number of postage paid envelopes and sheets of paper to his or her attorney and to the courts.

Note: Authority cited: Sections 6024 and 6030, Penal Code. Reference: Section 6030, Penal Code.
§ 1064. Library Service.

The facility administrator shall develop written policies and procedures for library service in all Type II, III, and IV facilities. The scope of such service shall be determined by the facility administrator. The library service shall include access to legal reference materials, current information on community services and resources, and religious, educational, and recreational reading material. In Type IV facilities such a program can be either in-house or provided through access to the community.


§ 1065. Exercise and Recreation.

(a) The facility administrator of a Type II or III facility shall develop written policies and procedures for an exercise and recreation program, in an area designed for recreation, which will allow a minimum of three hours of exercise distributed over a period of seven days. Such regulations as are reasonable and necessary to protect the facility's security and the inmates' welfare shall be included in such a program. In Type IV facilities, such a program can be either in-house or provided through access to the community.

(b) The facility administrator of a Type I facility shall make table games and/or television available to inmates.


(a) The facility administrator of a Type II or III facility shall develop written policies and procedures which will permit inmates to purchase, receive and read any book, newspaper, periodical, or writing accepted for distribution by the United States Postal Service. Nothing herein shall be construed as limiting the right of a facility administrator to:

1. exclude any publications or writings based on any legitimate penological interest;
2. exclude obscene publications or writings, and mail containing information concerning where, how, or from whom such matter may be obtained; and any matter of a character tending to incite murder, arson, riot, violent racism, or any other form of violence; any matter of a character tending to incite crimes against children; any matter concerning unlawful gambling or an unlawful lottery; the manufacture or use of weapons, narcotics, or explosives; or any other unlawful activity;
3. open and inspect any publications or packages received by an inmate; and
4. restrict the number of books, newspapers, periodicals, or writings the inmate may have in his/her cell or elsewhere in the facility at one time.
(b) The facility administrator of a Type I facility shall develop and implement a written plan to make available a daily newspaper in general circulation, including a non-English language publication, to assure reasonable access to interested inmates.


§ 1067. Access to Telephone.

The facility administrator shall develop written policies and procedures which allow reasonable access to a telephone beyond those telephone calls which are required by Section 851.5 of the Penal Code.


§ 1068. Access to the Courts and Counsel.

The facility administrator shall develop written policies and procedures to ensure inmates have access to the court and to legal counsel. Such access shall consist of:

(a) unlimited mail as provided in Section 1063 of these regulations, and,
(b) confidential consultation with attorneys.


§ 1069. Inmate Orientation.

(a) In Type II, III, and IV facilities, the facility administrator shall develop written policies and procedures for the implementation of a program reasonably understandable to inmates designed to orient a newly received inmate at the time of placement in a living area. Such a program shall be published and include, but not be limited to, the following:

1. correspondence, visiting, and telephone usage rules;
2. rules and disciplinary procedures;
3. inmate grievance procedures;
4. programs and activities available and method of application;
5. medical services;
6. classification/housing assignments;
7. court appearance where scheduled, if known; and,
8. voting, including registration.

(b) In Type I facilities, the facility administrator shall develop written policies and procedures for a program reasonably understandable to non-sentenced detainees to orient an inmate at the time of placement in a living area. Such a program shall be published and include, but not be limited to, the following:

1. rules and disciplinary procedures;
2. visiting rules;

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(3) availability of personal care items, opportunities for personal hygiene;
(4) availability of reading and recreational materials; and,
(5) medical/mental health procedures.

Note: Authority cited: Sections 6024 and 6030, Penal Code. Reference: Section 6030, Penal Code.

§ 1070. Individual/Family Service Programs.
The facility administrator of a Type II, III, or IV facility shall develop written policies and procedures which facilitate cooperation with appropriate public or private agencies for individual and/or family social service programs for inmates. Such a program shall utilize the services and resources available in the community and may be in the form of a resource guide and/or actual service delivery. The range and source of such services shall be at the discretion of the facility administrator and may include:
(a) risk and needs assessments;
(b) best practices in:

(1) individual, group and/or family counseling;
(2) drug and alcohol abuse counseling;
(3) cognitive behavioral interventions;
(4) vocational testing and counseling;
(5) employment counseling;

(c) referral to community resources and programs;
(d) reentry planning and service development;
(e) legal assistance;
(f) regional center services for the developmentally disabled; and,
(g) community volunteers.


§ 1071. Voting.
The facility administrator of a Type I (holding sentenced inmate workers) II, III or IV facility shall develop written policies and procedures whereby the county registrar of voters allows qualified voters to vote in local, state, and federal elections, pursuant to election codes.


§ 1072. Religious Observances.
The facility administrator of a Type I, II, III or IV facility shall develop written policies and procedures to provide opportunities for inmates to participate in religious services, practices and counseling on a voluntary basis.

Note: Authority cited: Sections 6024 and 6030, Penal Code. Reference: Section 6030, Penal Code.
§ 1073. Inmate Grievance Procedure.

(a) Each administrator of a Type II, III, or IV facility and Type I facilities which hold inmate workers shall develop written policies and procedures whereby any inmate may appeal and have resolved grievances relating to any conditions of confinement, included but not limited to: medical care; classification actions; disciplinary actions; program participation; telephone, mail, and visiting procedures; and food, clothing, and bedding. Such policies and procedures shall include:

(1) a grievance form or instructions for registering a grievance;
(2) resolution of the grievance at the lowest appropriate staff level;
(3) appeal to the next level of review;
(4) written reasons for denial of grievance at each level of review which acts on the grievance;
(5) provision for response within a reasonable time limit; and,
(6) provision for resolving questions of jurisdiction within the facility.

(b) Grievance System Abuse:
The facility may establish written policy and procedure to control the submission of an excessive number of grievances.


ARTICLE 7. DISCIPLINE

§ 1080. Rules and Disciplinary Penalties.

Wherever discipline is administered, each facility administrator shall establish written rules and disciplinary penalties to guide inmate conduct. Such rules and disciplinary penalties shall be stated simply and affirmatively, and posted conspicuously in housing units and the booking area or issued to each inmate upon booking. For those inmates who are illiterate or unable to read English, and for persons with disabilities, provision shall be made for the jail staff to instruct them verbally or provide them with material in an understandable form regarding jail rules and disciplinary procedures and penalties.

Note: Authority cited: Sections 6024 and 6030, Penal Code. Reference: Section 6030, Penal Code.

§ 1081. Plan for Inmate Discipline.

Each facility administrator shall develop written policies and procedures for inmate discipline. The plan shall include, but not be limited to, the following elements:

(a) Temporary Loss of Privileges: For minor acts of non-conformance or minor violations of facility rules, staff may impose a temporary loss of privileges, such as access to television, telephones, commissary, or lockdown for less than 24 hours, provided there is written documentation and supervisory approval.
(b) Punitive Actions: Major violations of facility rules or repetitive minor acts of non-conformance or repetitive minor violations of facility rules shall be reported in writing by the staff member observing the act and submitted to the disciplinary officer. The consequences of such violations may include, but are not limited to:

1. Loss of good time/work time.
2. Placement in disciplinary separation.
3. Disciplinary separation diet.
4. Loss of privileges mandated by regulations.

A staff member with investigative and punitive authority shall be designated as a disciplinary officer to impose such consequences. Staff shall not participate in disciplinary review if they are involved in the charges.

Such charges pending against an inmate shall be acted on with the following provisions and within specified timeframes:

1. A copy of the report, and/or a separate written notice of the violation(s), shall be provided to the inmate.

2. Unless declined by the inmate, a hearing shall be provided no sooner than 24 hours after the report has been submitted to the disciplinary officer and the inmate has been informed of the charges in writing. The hearing may be postponed or continued for a reasonable time through a written waiver by the inmate, or for good cause.

3. The inmate shall be permitted to appear on his/her own behalf at the time of hearing and present witnesses and documentary evidence. The inmate shall have access to staff or inmate assistance when the inmate is illiterate or the issues are complex.

4. A charge(s) shall be acted on no later than 72 hours after an inmate has been informed of the charge(s) in writing.

5. Subsequent to final disposition of disciplinary charges by the disciplinary officer, the charges and the action taken shall be reviewed by the facility manager or designee.

6. The inmate shall be advised in a written statement by the fact-finders about the evidence relied on and the reasons for the disciplinary action. A copy of the record shall be kept pursuant to Penal Code Section 4019.5.

7. There shall be a policy of review and appeal to a supervisor on all disciplinary action.

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(c) Nothing in this section precludes a facility administrator from administratively segregating any inmate from the general population or program for reasons of personal, mental, or physical health, or under any circumstance in which the safety of the inmates, staff, program, or community is endangered, pending disciplinary action or a review as required by Section 1053 of these regulations.

(d) Nothing in this section precludes the imposition of conditions or restrictions that reasonably relate to a legitimate, non-punitive administrative purpose.

Note: Authority cited: Sections 6024 and 6030, Penal Code. Reference: Sections 4019.5 and 6030, Penal Code.

§ 1082. Forms of Discipline.
The degree of punitive actions taken by the disciplinary officer shall be directly related to the severity of the rule infraction. Acceptable forms of discipline shall consist of, but not be limited to, the following:
(a) Loss of privileges.
(b) Extra work detail.
(c) Short term lockdown for less than 24 hours.
(d) Removal from work details.
(e) Forfeiture of "good time" credits earned under Penal Code Section 4019.
(f) Forfeiture of "work time" credits earned under Penal Code Section 4019.
(g) Disciplinary separation.
(h) Disciplinary separation diet.


§ 1083. Limitations on Disciplinary Actions.
The Penal Code and the State Constitution expressly prohibit all cruel and unusual punishment. Additionally, there shall be the following limitations:

(a) If an inmate is on disciplinary separation status for 30 consecutive days there shall be a review by the facility manager before the disciplinary separation status is continued. This review shall include a consultation with health care staff. Such reviews shall continue at least every fifteen days thereafter until the disciplinary status has ended. This review shall be documented.
(b) The disciplinary separation cells or cell shall have the minimum furnishings and space specified in Title 24, Part 2, 1231.2.6 and 2.7. Occupants shall be issued clothing and bedding as specified in Articles 13 and 14 of these regulations and shall not be deprived of them through any portion of the day except that those inmates who engage in the destruction of bedding or clothing may be deprived of such articles. The decision to deprive inmates of such articles of clothing and bedding shall be reviewed by the facility manager or designee during each 24 hour period.

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(c) Penal Code Section 4019.5 expressly prohibits the delegation of authority to any inmate or group of inmates to exercise the right of punishment over any other inmate or group of inmates.

(d) In no case shall a safety cell, as specified in Title 24, Part 2, 1231.2.5, or any restraint device be used for disciplinary purposes.

(e) No inmate may be deprived of the implements necessary to maintain an acceptable level of personal hygiene as specified in Section 1265 of these regulations.

(f) Food shall not be withheld as a disciplinary measure.

(g) The disciplinary separation diet described in section 1247 of these regulations shall only be utilized for major violations of institutional rules.

(1) In addition to the provisions of Section 1247, the facility manager shall approve the initial placement on the disciplinary separation diet and ensure that medical staff is notified.

(2) In consultation with medical care staff, the facility manager shall approve any continuation on that diet every 72 hours after the initial placement.

(h) Correspondence privileges shall not be withheld except in cases where the inmate has violated correspondence regulations, in which case correspondence may be suspended for no longer than 72 hours, without the review and approval of the facility manager.

(i) In no case shall access to courts and legal counsel be suspended as a disciplinary measure.

Note: Authority cited: Sections 6024 and 6030, Penal Code. Reference: Section 6030, Penal Code.

§ 1084. Disciplinary Records.

Penal Code Section 4019.5 requires that a record is kept of all disciplinary infractions and punishment administered therefore. This requirement may be satisfied by retaining copies of rule violation reports and report of the disposition of each.

Note: Authority cited: Sections 6024 and 6030, Penal Code. Reference: Section 6030, Penal Code.

ARTICLE 8. MINORS IN JAILS

§ 1100. Purpose.

The purpose of this article is to establish minimum standards for local adult detention facilities, Types II and III, in which minors are lawfully detained.

Unless otherwise specified in statute or these regulations, minors lawfully held in local adult detention facilities shall be subject to the regulations and statutes governing those facilities found in Minimum Standards for Local Detention Facilities, Title 15, Division 1, Chapter 1, Subchapter 4, Section 1000 et seq. and Title 24, Part 1, Section 13-102, and Part 2, Section 1231, California Code of Regulations.

An existing jail built in accordance with construction standards in effect at the time of construction and approved for the detention of minors by the Board shall be considered
as being in compliance with the provisions of this article unless the condition of the structure is determined by the Board to be dangerous to life, health or welfare of minors.

Note: Authority cited: Sections 6024 and 6030, Penal Code. Reference: Section 6030, Penal Code.

§ 1101. Restrictions on Contact with Adult Prisoners.

The facility administrator shall establish policies and procedures to restrict contact, as defined in Section 1006, between detained minors and adults confined in the facility.

In situations where brief or accidental contact may occur, such as booking or facility movement, facility staff (trained in the supervision of inmates) shall maintain a constant, side-by-side presence with the minor or the adult to prevent sustained contact.

The above restrictions do not apply to minors who are participating in supervised program activities pursuant to Section 208 (c) of the Welfare and Institutions Code.


§ 1102. Classification.

The facility administrator shall develop and implement a written plan designed to provide for the safety of staff and minors held at the facility. The plan shall include the following:

(a) a procedure for receiving and transmitting information regarding minors who present a risk or hazard to self or others while confined at the facility, and the segregation of such minors to the extent possible within the limits of the facility.
(b) a procedure to provide care for any minor who appears to be in need of or who requests medical, mental health, or developmental disability treatment. Written procedures shall be established by the responsible health administrator in cooperation with the facility administrator.
(c) a suicide prevention program designed to identify, monitor, and provide treatment to those minors who present a suicide risk.
(d) provide that minors be housed separately from adults and not be allowed to come or remain in contact with adults except as provided in Sections 208(c) of the Welfare and Institutions Code.


Facility staff shall notify the parents or guardians prior to the release of a minor. The minor's personal clothing and valuables shall be returned to the minor, parents or guardian, upon the minor's release or consent.

§ 1104. Supervision of Minors.

The facility administrator shall develop and implement policy and procedures that provide for:

(a) continuous around-the-clock supervision of minors with assurance that staff can hear and respond; and,
(b) safety checks of minors at least once every 30 minutes. These safety checks shall include the direct visual observation of movement and/or skin. Safety checks shall not be replaced, but may be supplemented by, an audio/visual electronic surveillance system designed to detect overt, aggressive, or assaultive behavior and to summon aid in emergencies. All safety checks shall be documented.


§ 1105. Recreation Programs.

The facility administrator shall develop written policies and procedures to provide a recreation program that shall protect the welfare of minors and other inmates, recognize facility security needs and comply with minimum jail standards for recreation (California Code of Regulations, Title 15, Section 1065).


§ 1106. Disciplinary Procedures.

Nothing in this regulation shall prevent the administrator from removing a detained minor from the general population or program for reasons of the minor's mental or physical health; or under any circumstances in which the safety of the minor, other inmates, staff, the program or community is endangered, pending a disciplinary action or review.

(a) Minors requiring disciplinary confinement shall be housed only in living areas designated for the detention of minors.
(b) Permitted forms of discipline include:
   (1) loss of privileges; and,
   (2) disciplinary confinement.
(c) Access to visitation and recreation shall be restricted only after a second level review by a supervisor or manager, and shall not extend beyond five days without subsequent review.
(d) A status review shall be conducted for those minors placed in disciplinary confinement no less than every 24 hours.
(e) Prohibited forms of discipline include:
   (1) discipline that does not fit the violation;
   (2) corporal punishment;
   (3) inmate imposed discipline;
   (4) placement in safety cells;

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§ 1120. Education Program for Minors in Jails.

Whenever a minor is held in a Type II or III facility, the facility administrator shall coordinate with the County Department of Education or County Superintendent of Schools to provide education programs as required by Section 48200 of the Education Code.


§ 1121. Health Education for Minors in Jails.

The health administrator for each jail, in cooperation with the facility administrator and the local health officer, shall develop written policies and procedures to assure that age- and sex-appropriate health education and disease prevention programs are offered to minors.

The education program shall be updated as necessary to address current health priorities and meet the needs of the confined population.


§ 1122. Reproductive Information and Services for Minors in Jails.

The health administrator, in cooperation with the facility administrator, shall develop written policies and procedures to assure that reproductive health services are available to both male and female minors in jails.

Such services shall include, but not be limited to, those prescribed by Welfare and Institutions Code Sections 220, 221 and 222 and Health and Safety Code Section 123450.


§ 1122.5. Pregnant Minors

(a) The health administrator, in cooperation with the facility administrator, shall develop written policies and procedures pertaining to pregnant minors that address the requirements in Title 15, Section 1417.

(b) The facility administrator, in cooperation with the responsible physician, shall develop written policies and procedures for the use of restraint devices on pregnant minors. The policy shall address requirements of Penal Code 3407. Policy shall include reference to the following:
Adult Title 15 Minimum Standards

1) A minor known to be pregnant or in recovery after delivery shall not be restrained by the use of leg irons, waist chains, or handcuffs behind the body.
2) A pregnant minor in labor, during delivery, or in recovery after delivery, shall not be restrained by the wrists, ankles, or both, unless deemed necessary for the safety and security of the minor, the staff, or the public.
3) Restraints shall be removed when a professional who is currently responsible for the medical care of a pregnant minor during a medical emergency, labor, delivery, or recovery after delivery determines that the removal of restraints is medically necessary.
4) Upon confirmation of a minor's pregnancy, she shall be advised, orally or in writing, of the standards and policies governing pregnant minors.

Note: Authority cited: Section 6030, Penal Code. Reference: Sections 3407 and 6030, Penal Code.

§ 1123. Health Appraisals/Medical Examinations for Minors in Jails.

When a minor is held in a jail, the health administrator, in cooperation with the facility administrator, shall develop policy and procedures to assure that a health appraisal/medical examination:

(a) is received from the sending facility at or prior to the time of transfer; and
(b) is reviewed by designated health care staff at the receiving facility; or,
(c) absent a previous appraisal/examination or receipt of the record, a health appraisal/medical examination, as outlined in Minimum Standards for Juvenile Facilities, Section 1432, Health Appraisals/Medical Examinations is completed on the minor within 96 hours of admission.


§ 1124. Prostheses and Orthopedic Devices for Minors in Jails.

The health administrator, in cooperation with the facility administrator and the responsible physician shall develop written policy and procedures regarding the provision, retention and removal of medical and dental prostheses, including eyeglasses and hearing aids for minors in jail.

(a) Prostheses shall be provided when the health of the minor in the jail would otherwise be adversely affected, as determined by the responsible physician.
(b) Procedures for retention and removal of prostheses shall comply with the requirements of Penal Code Section 2656.


§ 1125. Psychotropic Medications for Minors in Jail.

The health administrator/responsible physician, in cooperation with the mental health director and the facility administrator, shall develop written policies and procedures governing the use of voluntary and involuntary psychotropic medications for minors.

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(a) These policies and procedures shall include, but not be limited to:
   (1) protocols for physicians' written and verbal orders for psychotropic medications in dosages appropriate to the minor's need;
   (2) limitation to the length of time required for a physician's signature on verbal orders;
   (3) the length of time voluntary and involuntary medications may be ordered and administered before re-evaluation by a physician;
   (4) provision that minors who are on psychotropic medications prescribed in the community are continued on their medications pending re-evaluation and further determination by a physician;
   (5) provision that the necessity for continuation on psychotropic medications is addressed in pre-release planning and prior to transfer to another facility or program; and,
   (6) provision for regular clinical/administrative review of utilization patterns for all psychotropic medications, including every emergency situation.
(b) Psychotropic medications shall not be administered to a minor absent an emergency unless informed consent has been given by the parent/guardian or the court.
   (1) Minors shall be informed of the expected benefits, potential side effects and alternatives to psychotropic medications.
   (2) Absent an emergency, minors may refuse treatment.
(c) Minors found by a physician to be a danger to themselves or others by reason of a mental disorder may be involuntarily given psychotropic medication immediately necessary for the preservation of life or the prevention of serious bodily harm, and when there is insufficient time to obtain consent from the parent, guardian, or court before the threatened harm would occur. It is not necessary for harm to take place prior to initiating treatment.
(d) Administration of psychotropic medication is not allowed for disciplinary reasons.


ARTICLE 9. MINORS IN TEMPORARY CUSTODY IN A LAW ENFORCEMENT FACILITY

§ 1140. Purpose.

The purpose of this article is to establish minimum standards for law enforcement facilities in which minors are held in secure or non-secure custody.

Unless otherwise specified in statute or these regulations, minors lawfully held in local adult detention facilities shall be subject to the regulations and statutes governing those facilities found in Title 15, Division 1, Chapter 1, Subchapter 4, Section 1000 et seq. and Title 24, Part 1, Section 13-102, and Part 2, Section 1231, California Code of Regulations.

§ 1141. Minors Arrested for Law Violations.

Any minor taken into temporary custody by a peace officer, on the basis that they are a person described by Section 602 of the Welfare and Institutions Code, may be held in secure or non-secure custody within a law enforcement facility that contains a lockup for adults provided that the standards set forth in these regulations are met.


§ 1142. Written Policies and Procedures.

The facility administrator shall develop written policies and procedures concerning minors being held in temporary custody which shall address:

(a) suicide risk and prevention;
(b) use of restraints;
(c) emergency medical assistance and services; and,
(d) prohibiting use of discipline.


§ 1143. Care of Minors in Temporary Custody.

(a) The following shall be made available to all minors held in temporary custody:

(1) access to toilets and washing facilities;
(2) one snack upon request during term of temporary custody if the minor has not eaten within the past four (4) hours or is otherwise in need of nourishment;
(3) access to drinking water;
(4) privacy during consultation with family, guardian, and/or lawyer;
(5) blankets and clothing, as necessary, to assure the comfort of the minor; and,
(6) his or her personal clothing unless the clothing is inadequate, presents a health or safety problem, or is required to be utilized as evidence of an offense.


§ 1144. Contact Between Minors and Adult Prisoners.

The facility administrator shall establish policies and procedures to restrict contact, as defined in Section 1006, between minors and adults confined in the facility.
In situations where brief or accidental contact may occur, such as booking or facility movement, facility staff (trained in the supervision of inmates) shall maintain a constant, side-by-side presence with the minor or the adult to prevent sustained contact.


§ 1145. Decision on Secure Custody.

A minor who is taken into temporary custody by a peace officer on the basis that he or she is a person described by Section 602 of the Welfare and Institutions Code may be held in secure custody in a law enforcement facility that contains a lockup for adults if the minor is 14 years of age or older and if, in the reasonable belief of the peace officer, the minor presents a serious security risk of harm to self or others, as long as all other conditions of secure custody set forth in these standards are met. Any minor in temporary custody who is less than 14 years of age, or who does not in the reasonable belief of the peace officer present a serious security risk of harm to self or others, shall not be placed in secure custody, but may be kept in non-secure custody in the facility as long as all other conditions of non-secure custody set forth in these standards are met.

In making the determination whether the minor presents a serious security risk of harm to self or others, the officer may take into account the following factors:

(a) age, maturity, and delinquent history of the minor;
(b) severity of the offense(s) for which the minor was taken into custody;
(c) minor's behavior, including the degree to which the minor appears to be cooperative or non-cooperative;
(d) the availability of staff to provide adequate supervision or protection of the minor; and,
(e) the age, type, and number of other individuals who are detained in the facility.


§ 1146. Conditions of Secure Custody.

While in secure custody, minors may be locked in a room or other secure enclosure, secured to a cuffing rail, or otherwise reasonably restrained as necessary to prevent escape and protect the minor and others from harm.


(a) Minors shall receive adequate supervision which, at a minimum, includes:

(1) constant auditory access to staff by the minor; and,
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(2) safety checks, as defined in Section 1006, of the minor by staff of the law enforcement facility, at least once every 30 minutes, which shall be documented.

(b) Males and females shall not be placed in the same locked room unless under constant direct visual observation by staff of the law enforcement facility.


Minors held in secure custody outside of a locked enclosure shall not be secured to a stationary object for more than 60 minutes unless no other locked enclosure is available. A staff person from the facility shall provide constant direct visual observation to assure the minor's safety while secured to a stationary object. Securing minors to a stationary object for longer than 60 minutes, and every 30 minutes thereafter, shall be approved by a supervisor. The decision for securing a minor to a stationary object for longer than 60 minutes, and every 30 minutes thereafter shall be based upon the best interests of the minor and shall be documented.


Minors held in temporary custody, who do not meet the criteria for secure custody as specified in Section 207.1(d) of the Welfare and Institutions Code, may be held in non-secure custody to investigate the case, facilitate release of the minor to a parent or guardian, or arrange for transfer of the minor to an appropriate juvenile facility.


§ 1150. Supervision of Minors in Non-Secure Custody.

Minors held in non-secure custody shall receive constant direct visual observation by staff of the law enforcement facility. Entry and release times shall be documented and made available for review. Monitoring a minor using audio, video, or other electronic devices shall never replace constant direct visual observation.

§ 1151. Minors Under the Influence of Any Intoxicating Substance in Secure or Non-Secure Custody.

Facility administrators shall develop policies and procedures providing that a medical clearance shall be obtained for minors who are under the influence of drugs, alcohol or any other intoxicating substance to the extent that they are unable to care for themselves.

Supervision of minors in secure custody in a locked room who display outward signs of being under the influence of drugs, alcohol or any other intoxicating substance shall include safety checks at least once every 15 minutes until resolution of the intoxicated state or release. These safety checks shall be documented, with actual time of occurrence recorded.

Supervision of minors in secure custody outside of a locked room who display outward signs of being under the influence of drugs, alcohol or any other intoxicating substance shall be supervised in accordance with Section 1148.

Supervision of minors in nonsecure custody who display outward signs of being under the influence of drugs, alcohol or any other intoxicating substance shall be supervised in accordance with Section 1150.


ARTICLE 10. MINORS IN COURT HOLDING FACILITIES

§ 1160. Purpose.

The purpose of this article is to establish minimum standards for court holding facilities in which minors are held pending appearance in juvenile or criminal court.

Unless otherwise specified in statute or these regulations, minors held in court holding facilities shall be subject to the regulations and statutes governing those facilities found in Title 15, Division 1, Chapter 1, Subchapter 4, Section 1000 et seq. and Title 24, Part I, Section 13-102, and Part 2, Section 1231, California Code of Regulations.


§ 1161. Conditions of Detention.

Court holding facilities shall be designed to provide the following:

(a) Separation of minors from adults in accordance with Section 208 of the Welfare and Institutions Code.

(b) Segregation of minors in accordance with an established classification plan.
Adult Title 15 Minimum Standards

(c) Secure non-public access, movement within and egress. If the same entrance/exit is used by both minors and adults, movements shall be scheduled in such a manner that there is no opportunity for contact.

An existing court holding facility built in accordance with construction standards at the time of construction shall be considered as being in compliance with this article unless the condition of the structure is determined by the appropriate authority to be dangerous to life, health, or welfare of minors. Upon notification of noncompliance with this section, the facility administrator shall develop and submit a plan for corrective action to the Board within 90 days.


§ 1162. Supervision of Minors.

A sufficient number of personnel shall be employed in each facility to permit unscheduled safety checks of all minors at least twice every 30 minutes, and to ensure the implementation and operation of the activities required by these regulations. There shall be a written plan that includes the documentation of safety checks.


§ 1163. Classification.

The administrator of a court holding facility shall establish and implement a written plan designed to provide for the safety of staff and minors held at the facility. The plan shall include receiving and transmitting of information regarding minors who represent a risk or hazard to self or others while confined at the facility, and the segregation of such minors to the extent possible within the limits of the court holding facility, and for the separation of minors from any adult inmate(s) as required by Section 208 of the Welfare and Institutions Code.


ARTICLE 11. MEDICAL/MENTAL HEALTH SERVICES

§ 1200. Responsibility for Health Care Services.

(a) In Type I, II, III and IV facilities, the facility administrator shall have the responsibility to ensure provision of emergency and basic health care services to all inmates. Medical, dental, and mental health matters involving clinical judgments are the sole province of the responsible physician, dentist, and psychiatrist or psychologist respectively; however, security regulations applicable to facility personnel also apply to health personnel.

Each facility shall have at least one physician available to treat physical disorders. In Type IV facilities, compliance may be attained by providing access into the community;
however, in such cases, there shall be a written plan for the treatment, transfer, or referral in the event of an emergency.

(b) In court holding and temporary holding facilities, the facility administrator shall have the responsibility to develop written policies and procedures which ensure provision of emergency health care services to all inmates.


§ 1202. Health Service Audits.

The health authority shall develop and implement a written plan for annual statistical summaries of health care and pharmaceutical services that are provided. The responsible physician shall also establish a mechanism to assure that the quality and adequacy of these services are assessed annually. The plan shall include a means for the correction of identified deficiencies of the health care and pharmaceutical services delivered.

Based on information from these audits, the health authority shall provide the facility administrator with an annual written report on health care and pharmaceutical services delivered.


§ 1203. Health Care Staff Qualifications.

State and/or local licensure and/or certification requirements and restrictions, including those defining the recognized scope of practice specific to the profession, apply to health care personnel working in the facility the same as to those working in the community. Copies of licensing and/or certification credentials shall be on file in the facility or at a central location where they are available for review.

Note: Authority cited: Sections 6024 and 6030, Penal Code. Reference: Section 6030, Penal Code.

§ 1204. Health Care Staff Procedure.

Health care performed by personnel other than a physician shall be performed pursuant to written protocol or order of the responsible health care staff.


§ 1205. Health Care Records.

(a) The health authority shall maintain individual, complete and dated health records in compliance with state statute to include, but not be limited to:

1) receiving screening form/history;
2) health evaluation reports;
3) complaints of illness or injury;

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(4) names of personnel who treat, prescribe, and/or administer/deliver prescription medication;
(5) location where treated; and,
(6) medication records in conformance with section 1216.
(b) The physician/patient confidentiality privilege applies to the health care record. Access to the health record shall be controlled by the health authority or designee. The health authority shall ensure the confidentiality of each inmate’s health care record file (paper or electronic) and such files shall be maintained separately from and in no way be part of the inmate’s other jail records. Within the provisions of HIPAA 45 C.F.R., Section 164.512(k)(5)(i), the responsible physician or designee shall communicate information obtained in the course of health screening and care to jail authorities when necessary for the protection of the welfare of the inmate or others, management of the jail, or maintenance of jail security and order.
(c) Written authorization by the inmate is necessary for transfer of health care record information unless otherwise provided by law or administrative regulations having the force and effect of law.
(d) Inmates shall not be used for health care recordkeeping.

Note: Authority cited: Sections 6024 and 6030, Penal Code. Reference: Section 6030, Penal Code.


The health authority shall, in cooperation with the facility administrator, set forth in writing, policies and procedures in conformance with applicable state and federal law, which are reviewed and updated at least every two years and include but are not limited to:
(a) summoning and application of proper medical aid;
(b) contact and consultation with other treating health care professionals;
(c) emergency and non-emergency medical and dental services, including transportation;
(d) provision for medically required dental and medical prostheses and eyeglasses;
(e) notification of next of kin or legal guardian in case of serious illness which may result in death;
(f) provision for screening and care of pregnant and lactating women, including prenatal and postpartum information and health care, including but not limited to access to necessary vitamins as recommended by a doctor, information pertaining to childbirth education and infant care;
(g) screening, referral and care of mentally disordered and developmentally disabled inmates;
(h) implementation of special medical programs;
(i) management of inmates suspected of or confirmed to have communicable diseases;
(j) the procurement, storage, repackaging, labeling, dispensing, administration/delivery to inmates, and disposal of pharmaceuticals;
(k) use of non-physician personnel in providing medical care;
(l) provision of medical diets;
(m) patient confidentiality and its exceptions;
(n) the transfer of pertinent individualized health care information, or individual documentation that no health care information is available, to the health authority of another correctional system, medical facility, or mental health facility at the time each
inmate is transferred and prior notification pursuant to Health and Safety Code Sections 121361 and 121362 for inmates with known or suspected active tuberculosis disease. Procedures for notification to the transferring health care staff shall allow sufficient time to prepare the summary. The summary information shall identify the sending facility and be in a consistent format that includes the need for follow-up care, diagnostic tests performed, medications prescribed, pending appointments, significant health problems, and other information that is necessary to provide for continuity of health care. Necessary inmate medication and health care information shall be provided to the transporting staff, together with precautions necessary to protect staff and inmate passengers from disease transmission during transport.

(o) forensic medical services, including drawing of blood alcohol samples, body cavity searches, and other functions for the purpose of prosecution shall not be performed by medical personnel responsible for providing ongoing care to the inmates.

(p) provisions for application and removal of restraints on pregnant inmates consistent with Penal Code Section 3407.

(q) other Services mandated by statute.

Note: Authority cited: Sections 6024 and 6030, Penal Code. Reference: Section 6030, Penal Code.

§ 1206.5. Management of Communicable Diseases in a Custody Setting.

(a) The responsible physician, in conjunction with the facility administrator and the county health officer, shall develop a written plan to address the identification, treatment, control and follow-up management of tuberculosis and other communicable diseases. The plan shall cover the intake screening procedures, identification of relevant symptoms, referral for a medical evaluation, treatment responsibilities during incarceration and coordination with public health officials for follow-up treatment in the community. The plan shall reflect the current local incidence of communicable diseases which threaten the health of inmates and staff.

(b) Consistent with the above plan, the health authority shall, in cooperation with the facility administrator and the county health officer, set forth in writing, policies and procedures in conformance with applicable state and federal law, which include, but are not limited to:

(1) the types of communicable diseases to be reported;
(2) the persons who shall receive the medical reports;
(3) sharing of medical information with inmates and custody staff;
(4) medical procedures required to identify the presence of disease(s) and lessen the risk of exposure to others;
(5) medical confidentiality requirements;
(6) housing considerations based upon behavior, medical needs, and safety of the affected inmates;
(7) provisions for inmate consent that address the limits of confidentiality; and,
(8) reporting and appropriate action upon the possible exposure of custody staff to a communicable disease.

Note: Authority cited: Section 6030, Penal Code. Reference: Sections 6030, 7501, and 7552, Penal Code.

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§ 1207. Medical Receiving Screening.
With the exception of inmates transferred directly within a custody system with documented receiving screening, a screening shall be completed on all inmates at the time of intake. This screening shall be completed in accordance with written procedures and shall include but not be limited to medical and mental health problems, developmental disabilities, tuberculosis and other communicable diseases. The screening shall be performed by licensed health personnel or trained facility staff, with documentation of staff training regarding site specific forms with appropriate disposition based on responses to questions and observations made at the time of screening. The training depends on the role staff are expected to play in the receiving screening process.

The facility administrator and responsible physician shall develop a written plan for complying with Penal Code Section 2656 (orthopedic or prosthetic appliance used by inmates).

There shall be a written plan to provide care for any inmate who appears at this screening to be in need of or who requests medical, mental health, or developmental disability treatment.
Written procedures and screening protocol shall be established by the responsible physician in cooperation with the facility administrator.


§ 1207.5. Special Mental Disorder Assessment.
An additional mental health screening will be performed, according to written procedures, on women who have given birth within the past year and are charged with murder or attempted murder of their infants. Such screening will be performed at intake and if the assessment indicates postpartum psychosis a referral for further evaluation will be made.


§ 1208. Access to Treatment.
The health authority, in cooperation with the facility administrator, shall develop a written plan for identifying and/or referring any inmate who appears to be in need of medical, mental health or developmental disability treatment at any time during his/her incarceration subsequent to the receiving screening. The written plan shall also include the assessment and treatment of such inmates as described in Section 1207, Medical Receiving Screening. Assessment and treatment shall be performed by either licensed health personnel or by persons operating under the authority and/or direction of licensed health personnel.

Note: Authority cited: Sections 6024 and 6030, Penal Code. Reference: Section 6030, Penal Code.
§ 1208.5. Health Care Maintenance.

For inmates undergoing prolonged incarceration, an age appropriate and risk factor based health maintenance visit shall take place within the inmate's second anniversary of incarceration. The specific components of the health maintenance examinations shall be determined by the responsible physician based on the age, gender, and health of the inmate. Thereafter, the health maintenance examinations shall be repeated at reasonable intervals as determined by the responsible physician.

Note: Authority cited: Sections 6024 and 6030, Penal Code. Reference: Section 6030, Penal Code.

§ 1209. Mental Health Services and Transfer to Treatment Facility.

(a) The health authority, in cooperation with the mental health director and facility administrator, shall establish policies and procedures to provide mental health services. These services shall include but not be limited to:

(1) Identification and referral of inmates with mental health needs;
(2) Mental health treatment programs provided by qualified staff, including the use of telehealth;
(3) Crisis intervention services;
(4) Basic mental health services provided to inmates as clinically indicated;
(5) Medication support services;
(6) The provision of health services sufficiently coordinated such that care is appropriately integrated, medical and mental health needs are met, and the impact of any of these conditions on each other is adequately addressed.

(b) Unless the county has elected to implement the provisions of Penal Code Section 1369.1, a mentally disordered inmate who appears to be a danger to himself or others, or to be gravely disabled, shall be transferred for further evaluation to a designated Lanterman Petris Short treatment facility designated by the county and approved by the State Department of Mental Health for diagnosis and treatment of such apparent mental disorder pursuant to Penal Code section 4011.6 or 4011.8 unless the jail contains a designated Lanterman Petris Short treatment facility. Prior to the transfer, the inmate may be evaluated by licensed health personnel to determine if treatment can be initiated at the correctional facility. Licensed health personnel may perform an onsite assessment to determine if the inmate meets the criteria for admission to an inpatient facility, or if treatment can be initiated in the correctional facility.

(c) If the county elects to implement the provisions of Penal Code Section 1369.1, the health authority, in cooperation with the facility administrator, shall establish policies and procedures for involuntary administration of medications. The procedures shall include, but not be limited to:

(1) Designation of licensed personnel, including psychiatrist and nursing staff, authorized to order and administer involuntary medication;
(2) Designation of an appropriate setting where the involuntary administration of medication will occur;
(3) Designation of restraint procedures and/or devices that may be used to maintain the safety of the inmate and facility staff;
(4) Development of a written plan to monitor the inmate's medical condition following the initial involuntary administration of a medication, until the inmate is cleared as a result of an evaluation by, or consultation with, a psychiatrist;

(5) Development of a written plan to provide a minimum level of ongoing monitoring of the inmate following return to facility housing. This monitoring may be performed by custody staff trained to recognize signs of possible medical problems and alert medical staff when indicated; and

(6) Documentation of the administration of involuntary medication in the inmate's medical record.


§ 1210. Individualized Treatment Plans.

(a) For each inmate treated by a mental health service in a jail, the responsible health care shall develop a written treatment plan. The custody staff shall be informed of the treatment plan when necessary, to ensure coordination and cooperation in the ongoing care of the inmate. This treatment plan shall include referral to treatment after release from the facility when recommended by treatment staff.

(b) For each inmate treated for health conditions for which additional treatment, special accommodations and/or a schedule of follow-up care is/are needed during the period of incarceration, responsible health care staff shall develop a written treatment plan. The custody staff shall be informed of the treatment plan when necessary, to ensure coordination and cooperation in the ongoing care of the inmate. This treatment plan shall include referral to treatment after release from the facility when recommended by treatment staff.


§ 1211. Sick Call.

There shall be written policies and procedures developed by the facility administrator, in cooperation with the health authority, which provides for a daily sick call conducted for all inmates or provision made that any inmate requesting medical/mental health attention be given such attention.


§ 1212. Vermin Control.

The responsible physician shall develop a written plan for the control and treatment of vermin-infested inmates. There shall be written, medical protocols, signed by the responsible physician, for the treatment of persons suspected of being infested or having contact with a vermin-infested inmate.

§ 1213. Detoxification Treatment.

The responsible physician shall develop written medical policies on detoxification which shall include a statement as to whether detoxification will be provided within the facility or require transfer to a licensed medical facility. The facility detoxification protocol shall include procedures and symptoms necessitating immediate transfer to a hospital or other medical facility.

Facilities without medically licensed personnel in attendance shall not retain inmates undergoing withdrawal reactions judged or defined in policy, by the responsible physician, as not being readily controllable with available medical treatment. Such facilities shall arrange for immediate transfer to an appropriate medical facility.


§ 1214. Informed Consent.

The health authority shall set forth in writing a plan for informed consent of inmates in a language understood by the inmate. Except for emergency treatment, as defined in Business and Professions Code Section 2397 and Title 15, Section 1217, all examinations, treatments and procedures affected by informed consent standards in the community are likewise observed for inmate care. In the case of minors, or conservatees, the informed consent of parent, guardian or legal custodian applies where required by law. Any inmate who has not been adjudicated to be incompetent may refuse non-emergency medical and mental health care. Absent informed consent in non-emergency situations, a court order is required before involuntary medical treatment can be administered to an inmate.


§ 1215. Dental Care.

The facility administrator shall develop written policies and procedures to ensure emergency and medically required dental care is provided to each inmate, upon request, under the direction and supervision of a dentist, licensed in the state.


§ 1216. Pharmaceutical Management.

(a) The health authority in consultation with a pharmacist and the facility administrator, shall develop written plans, establish procedures, and provide space and accessories for the secure storage, the controlled administration, and disposal of all legally obtained drugs. Such plans, procedures, space and accessories shall include, but not be limited to, the following:

(1) securely lockable cabinets, closets, and refrigeration units;
(2) a means for the positive identification of the recipient of the prescribed medication;
(3) procedures for administration/delivery of medicines to inmates as prescribed;
(4) confirming that the recipient has ingested the medication or accounting for medication under self-administration procedures outlined in Section 1216(d);
(5) that prescribed medications have or have not been administered, by whom, and if not, for what reason;
(6) prohibiting the delivery of drugs by inmates;
(7) limitation to the length of time medication may be administered without further medical evaluation; and,
(8) limitation to the length of time required for a physician’s signature on verbal orders.
(9) A written report shall be prepared by a pharmacist, no less than annually, on the status of pharmacy services in the institution. The pharmacist shall provide the report to the health authority and the facility administrator.

(b) Consistent with pharmacy laws and regulations, the health authority shall establish written protocols that limit the following functions to being performed by the identified personnel:

(1) Procurement shall be done by a physician, dentist, pharmacist, or other persons authorized by law.
(2) Storage of medications shall assure that stock supplies of legend medications shall be accessed only by licensed health personnel. Supplies of legend medications that have been dispensed and supplies of over-the-counter medications may be accessed by either licensed or non-licensed personnel.
(3) Repackaging shall only be done by a physician, dentist, pharmacist, or other persons authorized by law.
(4) Preparation of labels can only be done by a physician, dentist, pharmacist or other persons, either licensed or non-licensed, provided the label is checked and affixed to the medication container by the physician, dentist, or pharmacist before administration or delivery to the inmate. Labels shall be prepared in accordance with section 4076, Business and Professions Code.
(5) Dispensing shall only be done by a physician, dentist, pharmacist, or persons authorized by law.
(6) Administration of medication shall only be done by licensed health personnel who are authorized to administer medication acting on the order of a prescriber.
(7) Delivery of medication may be done by either licensed or non-licensed personnel, e.g., custody staff, acting on the order of a prescriber.
(8) Disposal of legend medication shall be done in accordance with pharmacy laws and regulations and requires any combination of two of the following classifications: physician, dentist, pharmacist, or registered nurse. Controlled substances shall be disposed of in accordance with the Drug Enforcement Administration disposal procedures.
(c) Policy and procedures on "over-the-counter" medications shall include, but not be limited to, how they are made available, documentation when delivered by staff and precautions against hoarding large quantities.

(d) Policy and procedures may allow inmate self-administration of prescribed medications under limited circumstances. Policies and procedures shall include but are not limited to the following considerations:

(1) Medications permitted for self-administration are limited to those with no recognized abuse potential. Medications for treatment of tuberculosis, psychotropic medication, controlled substances, injectables and any medications for which documentation of ingestion is essential are excluded from self-administration.

(2) Inmates with histories of frequent rule violations of any type, or who are found to be in violation of rules regarding self-administration, are excluded from self-administration.

(3) Prescribing health care staff document that each inmate participating in self-administration is capable of understanding and following the rules of the program and instructions for medication use.

(4) Provisions are made for the secure storage of the prescribed medication when it is not on the inmate's person.

(5) Provisions are made for the consistent enforcement of self-medication rules by both custody and health care staff, with systems of communication among them when either one finds that an inmate is in violation of rules regarding self-administration.

(6) Provisions are made for health care staff to perform documented assessments of inmate compliance with self-administration medication regimens. Compliance evaluations are done with sufficient frequency to guard against hoarding medication and deterioration of the inmate's health.


§ 1217. Psychotropic Medications.

The responsible physician, in cooperation with the facility administrator, shall develop written policies and procedures governing the use of psychotropic medications. An inmate found by a physician to be a danger to him/herself or others by reason of mental disorders may be involuntarily given psychotropic medication appropriate to the illness on an emergency basis. Psychotropic medication is any medication prescribed for the treatment of symptoms of psychoses and other mental and emotional disorders. An emergency is a situation in which action to impose treatment over the inmate's objection is immediately necessary for the preservation of life or the prevention of serious bodily harm to the inmate or others, and it is impracticable to first gain consent. It is not necessary for harm to take place prior to treatment.

If psychotropic medication is administered during an emergency, such medication shall be only that which is required to treat the emergency condition. The medication shall be prescribed by a physician following a clinical evaluation. The responsible physician shall
develop a protocol for the supervision and monitoring of inmates involuntarily receiving psychotropic medication.

Psychotropic medication shall not be administered to an inmate absent an emergency unless the inmate has given his or her informed consent in accordance with Welfare and Institutions Code Section 5326.2, or has been found to lack the capacity to give informed consent consistent with the county’s hearing procedures under the Lanterman-Petris-Short Act for handling capacity determinations and subsequent reviews.

There shall be a policy which limits the length of time both voluntary and involuntary psychotropic medications may be administered and a plan of monitoring and re-evaluating all inmates receiving psychotropic medications, including a review of all emergency situations.

The administration of psychotropic medication is not allowed for disciplinary reasons.

Note: Authority cited: Sections 6024 and 6030, Penal Code. Reference: Section 6030, Penal Code.

§ 1220. First Aid Kit(s).

First aid kit(s) shall be available in all facilities. The responsible physician shall approve the contents, number, location and procedure for periodic inspection of the kit(s). In Court and Temporary Holding facilities, the facility administrator shall have the above approval authority, pursuant to Section 1200 of these regulations.


§ 1230. Food Handlers.

The responsible physician, in cooperation with the food services manager and the facility administrator, shall develop written procedures for medical screening of inmate food service workers prior to working in the facility kitchen. Additionally, there shall be written procedures for education and ongoing monitoring and cleanliness of these workers in accordance with standards set forth in Health and Safety Code, California Retail Food Code.


ARTICLE 12. FOOD

§ 1240. Frequency of Serving.

In Temporary Holding, Type I, II, and III facilities, and those Type IV facilities where food is served, food shall be served three times in any 24-hour period. At least one of these
Adult Title 15 Minimum Standards

meals shall include hot food. Supplemental food must be served to inmates if more than 14 hours pass between meals. Additionally, supplemental food must be served to inmates on medical diets in less than a 14-hour period if prescribed by the responsible physician.

A minimum of fifteen minutes shall be allowed for the actual consumption of each meal except for those inmates on medical diets where the responsible physician has prescribed additional time.

Provisions shall be made for inmates who may miss a regularly scheduled facility meal. They shall be provided with a substitute meal and beverage, and inmates on medical diets shall be provided with their prescribed meal.


§ 1241. Minimum Diet.

The minimum diet provided shall be based upon the nutritional and caloric requirements found in the 2011 Dietary Reference Intakes (DRI) of the Food and Nutrition Board, Institute of Medicine of the National Academies, the 2008 California Food Guide, and the 2015-2020 Dietary Guidelines for Americans. Facilities providing religious, vegetarian or medical diets, shall also conform to these nutrition standards. The nutritional requirements for the minimum diet are specified in the following subsections. A daily or weekly average of the food group's requirement is acceptable. A wide variety of food should be served.

(a) Protein Group. Includes beef, veal, lamb, pork, poultry, fish, eggs, cooked dry beans, peas, lentils, nuts, peanut butter and textured vegetable protein (TVP). One serving equals 14 grams or more of protein; the daily requirements shall be equal to three servings (a total of 42 grams per day or 294 grams per week). In addition, there shall be a requirement to serve a fourth serving from the legumes three days a week.

(b) Dairy Group. Includes milk (fluid, evaporated or dry; nonfat, 1% or 2% reduced fat, etc.); cheese (cottage, cheddar, etc.); yogurt; ice cream or ice milk; and pudding. A serving is equivalent to 8 oz. of fluid milk and provides at least 250 mg of calcium. All milk shall be pasteurized and fortified with Vitamins A and D. The daily requirement is three servings. One serving can be from a fortified food containing at least 150 mg of calcium. For persons 15-17 years of age, or pregnant and lactating women, the requirement is four servings of milk or milk products.

(c) Vegetable-Fruit Group. Includes fresh, frozen, dried and canned vegetables and fruits. One serving equals: 1/2 cup vegetable or fruit; 6 ounces of 100% juice; 1 medium apple, orange, banana, or potato; 1/2 grapefruit; or 1/4 cup dried fruit. The daily requirement of fruits and vegetables shall be five servings. At least one serving shall be from each of the following three categories:

(1) One serving of a fresh fruit or vegetable per day, or seven (7) servings per week.

(2) One serving of a Vitamin C source containing 30 mg or more per day or seven (7) servings per week.

(3) One serving of a Vitamin A source, fruit or vegetable, containing 200 micrograms Retinoal Equivalents (RE) or more per day, or seven servings per week.
Contract Summary Form
Praeses LLC

SUMMARY OF SIGNIFICANT CHANGES
N/A

SUBCONTRACTORS
This contract does not currently include subcontractors or pass through to other providers.

CONTRACT OPERATING EXPENSES
See attached excerpt from contract, which details pricing at the annual not to exceed contracted amount of $275,000.
ATTACHMENT B
Compensation and Pricing Provisions

1. Compensation: This is a firm-fixed fee Contract between the County and Contractor for Consultant Services for Inmate Telephone System as set forth in Attachment A, “Scope of Work.

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. The County shall have no obligation to pay any sum in excess of the fixed rates specified herein unless authorized by amendment in accordance with Articles C. Amendments of the County Contract Terms and Conditions.

2. Fees and Charges: County will pay the following fees in accordance with the provisions of this Contract. Payment shall be as follows:

   a. Fixed Price

   Total Contract Term Fixed Price: $275,000.00 (12 monthly payments of $22,916.67)*

   The fixed price shall include the fee and all expenses (including travel) related to the performance of the work and services required to meet the requirements in the Scope of Work, set forth more fully in Attachment A. Contractor will be responsible for all costs relating to performance of the Contract, including but not limited to travel/food/lodging expenses, database input, document preparation, photography, photocopying, printing, shipping, telephone communications, sales tax and parking while on County sites during performance of the Contract.

   * Contract shall not exceed $275,000.00 for the entire term of the Contract. Pricing includes all labor, necessary materials, travel expenses, lodging, and food expenses.

3. Price Increase/Decreases: No price increases will be permitted during the first period of the price agreement. 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 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 – Payment in Arrears: Invoices are to be submitted in arrears to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Vendor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a
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 Contractor’s letterhead for goods delivered and/or services rendered. In the case of 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, if different from 1 above
   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
   h. Date of invoice
   i. Product/service description, quantity, and prices
   j. Sales tax, if applicable
   k. Freight/delivery charges, if applicable
   l. Total

Invoice and support documentation are to be forwarded to:

   Sheriff-Coroner Department/Inmate Services Division
   1530 S. State College Blvd.
   Anaheim, CA 92806
   Attn: Christina Chavez
   Ph: 714-939-4836
   Email: cchavez@ocsd.org

9. Payment (Electronic Funds Transfer (EFT))
   The County of Orange offers Contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to the County of Orange via an EFT Authorization Form. To request a form, please contact the assigned Deputy Purchasing Agent. Upon completion of the form, please mail, fax or email to the address or phone listed on the form.

10. Year End and Final Invoices
    At the end of each term of the Contract, and upon final termination, Contractor shall submit final invoices for services rendered or goods accepted by County under the Contract term (typically one
year) within ninety (90) days. For example, if the term of a Contract ends, or the Contract expires without being renewed on June 30th, any and all invoices for services rendered or goods accepted by County during the preceding term of the Contract shall be submitted to County on or before September 28. In the event the ninetieth (90th) day falls on a weekend or County holiday, the deadline for submission of invoices shall be extended to the next business day. County holidays include New Year’s Day, Martin Luther King Day, President Lincoln’s Birthday, Presidents’ Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

Contractor’s failure to submit invoices pursuant to the deadlines established herein may be deemed a breach and shall be a basis for the County to refuse payment.
April 16, 2019

To: Clerk of the Board of Supervisors

From: Frank Kim, County Executive Officer

Subject: Exception to Rule 21

The County Executive Office is requesting a Supplemental Agenda Staff Report (ASR) for the April 23, 2019, Board Hearing Meeting.

Agency: County Counsel
Subject: Transparent Review of Unjust Transfers and Holds (TRUTH) Act Community Forum
Districts: All Districts

Reason for supplemental: Conducting the public hearing and receiving and filing information regarding access to individuals that has been provided to Immigration and Customs Enforcement by County law enforcement departments during 2018 will meet the requirements of California’s Transparent Review of Unjust Transfers and Holds (TRUTH) Act, Government Code sections 7283 and 7283.1.

Concur: Chairwoman Lisa Bartlett, Supervisor, Fifth District

cc: Board of Supervisors
    County Executive Office
    County Counsel
SUPPLEMENTAL AGENDA ITEM
AGENDA STAFF REPORT

MEETING DATE: 4/23/19
LEGAL ENTITY TAKING ACTION: Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S): All Districts
SUBMITTING AGENCY/DEPARTMENT: County Counsel
DEPARTMENT HEAD REVIEW: Leon Page
DEPARTMENT CONTACT PERSON(S): Leon J. Page (714) 834-3300
Nicole A. Sims (714) 834-3319

SUBJECT: Transparent Review of Unjust Transfers and Holds (TRUTH) Act Community Forum

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<th>CEO CONCUR</th>
<th>COUNTY COUNSEL REVIEW</th>
<th>CLERK OF THE BOARD</th>
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Budgeted: N/A  Current Year Cost: N/A  Annual Cost: N/A

Staffing Impact: N/A  # of Positions:  Sole Source: N/A
Current Fiscal Year Revenue: N/A  Funding Source: N/A  County Audit in last 3 years N/A

Prior Board Action: 12/04/2018 #S40A

RECOMMENDED ACTION(S)

1. Pursuant to Government Code section 7283.1, conduct public hearing regarding access to individuals that has been provided to Immigration and Customs Enforcement by County law enforcement departments during 2018.

2. Receive and file information from County law enforcement departments regarding Immigration and Customs Enforcement’s access to individuals in 2018.

SUMMARY:

California’s Transparent Review of Unjust Transfers and Holds (TRUTH) Act (Government Code sections 7283 and 7283.1) requires that a Community Forum be held each year, to provide the public with information about what access to individuals had been provided to Immigration and Customs Enforcement by County law enforcement departments during the preceding year.
BACKGROUND INFORMATION:

Government Code section 7283, subdivision (d), defines “ICE access” as follows:

“ICE access” means, for the purposes of civil immigration enforcement, including when an individual is stopped with or without their consent, arrested, detained, or otherwise under the control of the local law enforcement agency, all of the following:

1. Responding to an ICE hold, notification, or transfer request.
2. Providing notification to ICE in advance of the public that an individual is being or will be released at a certain date and time through data sharing or otherwise.
3. Providing ICE non-publicly available information regarding release dates, home addresses, or work addresses, whether through computer databases, jail logs, or otherwise.
4. Allowing ICE to interview an individual.
5. Providing ICE information regarding dates and times of probation or parole check-ins.

Sheriff’s Department

Following the enactment of state laws limiting law enforcement agencies’ cooperation with ICE except as provided, the Sheriff’s Department (OCSD) implemented a jail policy and created forms to meet the laws’ requirements. OCSD’s jail policy 1206 (Attachment D) prohibits any transfer of an inmate to ICE’s custody unless in accordance with state law. Following the enactment of the Transparent Review of Unjust Transfers and Holds (TRUTH) Act, OCSD created forms by which OCSD requests an inmate’s written consent to be interviewed by ICE (“TRUTH Act Interview Consent Form”) and also notifies an inmate if the inmate qualifies to be transferred to ICE’s custody following the inmate’s release from OCSD’s custody (“TRUTH Act Notification Form”) (Attachment E).

OCSD provided the following information:

- In 2018, a total of 1,823 inmates in the Orange County Jail had ICE detainers, meaning ICE requested that OCSD notify them when the inmates were being released and transfer the inmates to ICE’s custody. The OCSD transferred 717 inmates to ICE upon completion of their time in local custody from January 1 to December 31, 2018. Those transferred were all individuals whose criminal convictions met the state law’s requirement for transfer to ICE’s custody.

- State law prohibited OCSD from notifying ICE of the release of 1,106 inmates who had ICE detainers. Of the 1,106 inmates with ICE detainers who were released back into the community, 173 have been rearrested in Orange County for committing 58 different types of crimes, including attempted murder, assault and battery, child molestation, and robbery.

Probation Department

The Probation Department does not permit ICE to have access to any juvenile in Probation’s custody or under Probation’s supervision. This is in accord with Welfare and Institutions Code section 831, which prohibits disclosure of juvenile information to federal officials absent a court order from the Juvenile Court.
The Probation Department has briefed its Probation Officers about the legal requirements for ICE access to adults. The Probation Department has not had a situation where it has allowed ICE access to an adult in Probation’s custody or under Probation’s supervision in 2018.

FINANCIAL IMPACT:
N/A

STAFFING IMPACT:
N/A

REVIEWING AGENCIES:
Sheriff’s Department
Probation Department

ATTACHMENT(S):
Attachment A – Government Code section 7283
Attachment B – Government Code section 7283.1
Attachment C – Welfare and Institutions Code section 831
Attachment D – OCSD’s Jail Policy Section 1206 (Immigration)
Attachment E – OCSD’s Inmate Interview Consent Form and Notification Form
§ 7283. Definitions

Effective: January 1, 2017

For purposes of this chapter, the following terms have the following meanings:

(a) “Community forum” includes, but is not limited to, any regular meeting of the local governing body that is open to the public, where the public may provide comment, is in an accessible location, and is noticed at least 30 days in advance.

(b) “Hold request” means a federal Immigration and Customs Enforcement (ICE) request that a local law enforcement agency maintain custody of an individual currently in its custody beyond the time he or she would otherwise be eligible for release in order to facilitate transfer to ICE and includes, but is not limited to, Department of Homeland Security (DHS) Form I-247D.

(c) “Governing body” with respect to a county, means the county board of supervisors.

(d) “ICE access” means, for the purposes of civil immigration enforcement, including when an individual is stopped with or without their consent, arrested, detained, or otherwise under the control of the local law enforcement agency, all of the following:

   (1) Responding to an ICE hold, notification, or transfer request.

   (2) Providing notification to ICE in advance of the public that an individual is being or will be released at a certain date and time through data sharing or otherwise.

   (3) Providing ICE non-publicly available information regarding release dates, home addresses, or work addresses, whether through computer databases, jail logs, or otherwise.

   (4) Allowing ICE to interview an individual.

   (5) Providing ICE information regarding dates and times of probation or parole check-ins.
(e) “Local law enforcement agency” means any agency of a city, county, city and county, special district, or other political subdivision of the state that is authorized to enforce criminal statutes, regulations, or local ordinances; or to operate jails or to maintain custody of individuals in jails; or to operate juvenile detention facilities or to maintain custody of individuals in juvenile detention facilities; or to monitor compliance with probation or parole conditions.

(f) “Notification request” means an Immigration and Customs Enforcement request that a local law enforcement agency inform ICE of the release date and time in advance of the public of an individual in its custody and includes, but is not limited to, DHS Form I-247N.

(g) “Transfer request” means an Immigration and Customs Enforcement request that a local law enforcement agency facilitate the transfer of an individual in its custody to ICE, and includes, but is not limited to, DHS Form I-247X.

Credits
(Added by Stats.2016, c. 768 (A.B.2792), § 3, eff. Jan. 1, 2017.)
§ 7283.1. Individuals in local law enforcement custody; ICE interviews; ICE hold, notification or transfer requests; records relating to ICE access; community forum

Effective: January 1, 2017

Currentness

(a) In advance of any interview between ICE and an individual in local law enforcement custody regarding civil immigration violations, the local law enforcement entity shall provide the individual with a written consent form that explains the purpose of the interview, that the interview is voluntary, and that he or she may decline to be interviewed or may choose to be interviewed only with his or her attorney present. The written consent form shall be available in English, Spanish, Chinese, Tagalog, Vietnamese, and Korean. The written consent form shall also be available in any additional languages that meet the county threshold as defined in subdivision (d) of Section 128552 of the Health and Safety Code if certified translations in those languages are made available to the local law enforcement agency at no cost.

(b) Upon receiving any ICE hold, notification, or transfer request, the local law enforcement agency shall provide a copy of the request to the individual and inform him or her whether the law enforcement agency intends to comply with the request. If a local law enforcement agency provides ICE with notification that an individual is being, or will be, released on a certain date, the local law enforcement agency shall promptly provide the same notification in writing to the individual and to his or her attorney or to one additional person who the individual shall be permitted to designate.

(c) All records relating to ICE access provided by local law enforcement agencies, including all communication with ICE, shall be public records for purposes of the California Public Records Act (Chapter 3.5 (commencing with Section 6250)), including the exemptions provided by that act and, as permitted under that act, personal identifying information may be redacted prior to public disclosure. Records relating to ICE access include, but are not limited to, data maintained by the local law enforcement agency regarding the number and demographic characteristics of individuals to whom the agency has provided ICE access, the date ICE access was provided, and whether the ICE access was provided through a hold, transfer, or notification request or through other means.

(d) Beginning January 1, 2018, the local governing body of any county, city, or city and county in which a local law enforcement agency has provided ICE access to an individual during the last year shall hold at least one community forum during the following year, that is open to the public, in an accessible location, and with at least 30 days' notice to provide information to the public about ICE's access to individuals and to receive and consider public comment. As part of this forum, the local law enforcement agency may provide the governing body with data it maintains regarding the number and demographic characteristics of individuals to whom the agency has provided ICE access, the date ICE access was provided, and whether the ICE access was provided through a hold, transfer, or notification request or through other means.
means. Data may be provided in the form of statistics or, if statistics are not maintained, individual records, provided that personally identifiable information shall be redacted.

Credits
(Added by Stats.2016, c. 768 (A.B.2792), § 3, eff. Jan. 1, 2017.)
§ 831. Confidentiality of juvenile court records regardless of immigration status; disclosure

(a) It is the intent of the Legislature in enacting this section to clarify that juvenile court records should remain confidential regardless of the juvenile's immigration status. Confidentiality is integral to the operation of the juvenile justice system in order to avoid stigma and promote rehabilitation for all youth, regardless of immigration status.

(b) Nothing in this article authorizes the disclosure of juvenile information to federal officials absent a court order of the judge of the juvenile court upon filing a petition as provided by subparagraph (P) of paragraph (1) of subdivision (a) of Section 827.

(c) Nothing in this article authorizes the dissemination of juvenile information to, or by, federal officials absent a court order of the judge of the juvenile court upon filing a petition as provided by subparagraph (P) of paragraph (1) and paragraph (4) of subdivision (a) of Section 827.

(d) Nothing in this article authorizes the attachment of juvenile information to any other documents given to, or provided by, federal officials absent prior approval of the presiding judge of the juvenile court as provided by paragraph (4) of subdivision (a) of Section 827.

(e) For purposes of this section, “juvenile information” includes the “juvenile case file,” as defined in subdivision (e) of Section 827, and information related to the juvenile, including, but not limited to, name, date or place of birth, and the immigration status of the juvenile that is obtained or created independent of, or in connection with, juvenile court proceedings about the juvenile and maintained by any government agency, including, but not limited to, a court, probation office, child welfare agency, or law enforcement agency.

(f) Nothing in this section shall be construed as authorizing any disclosure that would otherwise violate this article.

(g) The Legislature finds and declares that this section is declaratory of existing law.

Credits
(Added by Stats.2015, c. 267 (A.B.899), § 2, eff. Jan. 1, 2016.)
Current with urgency legislation through Ch. 4 of 2019 Reg.Sess

End of Document

1206 – Immigration

Although enforcing immigration law is a federal government responsibility and not shared by members of OCSD, OCSD may allow members of Immigration and Customs Enforcement (ICE) into our custodial facilities for the purpose of interviewing inmates for immigration violations, provided the requirements of Government Code section 7283, et seq (the “Truth Act”) are met. Members of this Department may not transfer an individual in Department custody to immigration authorities unless authorized by a judicial warrant or judicial probable cause determination, or that individual has been convicted of the crimes, or otherwise has met the criteria set forth in Government Code sections 7282 and 7282.5 (the “Trust Act” as amended by Senate Bill 54 (the “California Values Act”)).

1206.1 – Definitions

a) Hold Request means a federal Immigration and Customs Enforcement (ICE) request that a local law enforcement agency maintain custody of an individual currently in its custody beyond the time he or she would otherwise be eligible for release in order to facilitate transfer to ICE and includes, but is not limited to, Department of Homeland Security (DHS) Form I-247D.

b) Notification Request means an Immigration and Customs Enforcement request that a local law enforcement agency inform ICE of the release date and time in advance of the public of an individual in its custody and includes, but is not limited to, DHS Form I-247N.

c) Transfer Request means an Immigration and Customs Enforcement request that a local law enforcement agency facilitate the transfer of an individual in its custody to ICE, and includes, but is not limited to, DHS Form I-247X.

d) Judicial Probable Cause Determination means a determination made by a federal judge or federal magistrate judge that probable cause exists that an individual has violated federal criminal immigration law and that authorizes a law enforcement officer to arrest and take into custody the individual.

e) Judicial Warrant means a warrant based on probable cause for a violation of federal criminal immigration law and issued by a federal judge or a federal magistrate judge that authorizes a law enforcement officer to arrest and take into custody the person who is the subject of the warrant.

1206.2 – Immigration Interview Procedure

a) The Facility Watch Commander shall be notified of an ICE Agent’s arrival and request to interview inmates for immigration violations.

b) Prior to being interviewed, a Classification Deputy will provide the inmate with a written consent form (Truth Act Interview Consent Form) which is available in one of eight languages as follows:

1. English
2. Chinese
3. Farsi
4. Korean
5. Spanish
6. Tagalog
7. Vietnamese
8. Arabic
c) The form will explain the purpose of the interview, the voluntary nature of the interview, and that the inmate may decline to be interviewed or may choose to be interviewed only with his or her attorney present.
d) If the inmate chooses to have his or her attorney present, the interview will be postponed until the attorney can be present.
e) Upon completion of the written consent form, the inmate will be provided with a duplicate copy and the original will be placed in the inmate’s record jacket.
f) If the inmate agrees to be interviewed, a Classification Deputy will be assigned to escort the inmate to the ICE Agent’s location.

1206.3 – Receiving a Notification/Transfer Request

a) Upon receiving a Notification/Transfer Request, Inmate Records shall provide a copy of the Notification/Transfer Request for the referenced inmate to Classification.

1. This includes a Notification/Transfer Request placed by persons outside of OCSD, or already lodged on an inmate prior to their intake or after intake when the OCSD becomes aware of such Notification/Transfer Requests.

b) The on-duty Classification Sergeant, or in his or her absence, the on-duty Operations Sergeant will designate an on-duty Classification deputy or other deputy to provide a copy of the Notification/Transfer Request to the inmate and inform the inmate whether OCSD intends to comply with the Notification/Transfer Request in accordance with Government Code section 7282, et seq. (the “Trust Act”, as amended by Senate Bill 54 (the “California Values Act”)).

c) The on-duty Classification Sergeant, or in his or her absence, the on-duty Operations Sergeant will designate an on-duty Classification deputy or other deputy to provide the Truth Act Notification form to the inmate to complete the name and address of the inmate’s attorney or other person whom the inmate may designate for the purpose of OCSD providing notice to that attorney or other person if ICE is notified of the inmate’s release date.

d) Upon completion of the top portion of the Truth Act Notification form, the Classification deputy or other deputy will return the form to Inmate Records and the form will be placed in the inmate’s Inmate Record Jacket.

1206.4 – Screening Inmates in Accordance with the Trust Act and the California Values Act

a) All inmates who have a Notification/Transfer Request will be evaluated in accordance with Government Code sections 7282 and 7282.5, which criteria are set forth in CCOM 1206.6. The evaluation will be
conducted by an on-duty Classification Deputy designated by the on duty Intake Release Center Classification Sergeant, or in his or her absence, the on-duty Intake Release Center Operations Sergeant.

b) OCSD will comply with Notification/Transfer Requests by notifying ICE and releasing the inmate to ICE custody when the referenced inmate qualifies in accordance with Government Code sections 7282 and 7282.5.

1. Inmates who qualify under Government Code sections 7282 and 7282.5 may be processed for release at Sentence Ending Date (SE Date) or Pre-trial release and released in-custody to ICE.

   a. These inmates will not be held past their release date.

   b. No inmate will be detained or held on the basis of an ICE Hold Request.

2. ICE will be notified in a timely manner for all inmates who qualify under Government Code sections 7282 and 7282.5 to afford ICE the opportunity to pick up the inmate. ICE will not be notified if the inmate does not qualify under Government Code sections 7282 and 7282.5.

1206.5 – Release of Inmates with a Notification/Transfer Request

a) Records Supervisors will notify the on-duty Intake Release Center Classification Sergeant, or in his or her absence, the on-duty Intake Release Center Operations Sergeant when an inmate with a Notification/Transfer Request is preparing for release.

b) The on-duty Intake Release Center Classification Sergeant, or in his or her absence, the on-duty Intake Release Center Operations Sergeant will designate an on-duty Classification deputy to screen the inmate per section 1206.4 above.

c) When ICE is notified that an inmate is being, or will be released, on a certain date, the on-duty Intake Release Center Classification Sergeant, or in his or her absence, the on-duty Intake Release Center Operations Sergeant will designate an on-duty Classification Deputy to promptly complete the bottom portion of the Truth Act Notification form and provide a copy of the original to the inmate, mail a copy of the original to the inmate’s attorney or other person designated by the inmate and return the original to the inmate’s Inmate Record Jacket.

d) Members of this Department may not transfer an individual in Department custody to immigration authorities unless authorized by a judicial warrant or judicial probable cause determination, or that individual has been convicted of the crimes or otherwise has met the criteria set forth in Government Code sections 7282 and 7282.5 (see CCOM 1206.6).

1206.6 – Criteria for Responding to a Notification/Transfer Request

a) OCSD personnel may provide information in response to a Notification Request, or may transfer an inmate to immigration authorities only under the following circumstances, as permitted by Government Code sections 7282 and 7282.5:

   1. The individual has been convicted of a serious or violent felony identified in subdivision (c) of Section 1192.7 of, or subdivision (c) of Section 667.5 of, the Penal Code. (See below for list of serious felonies and violent felonies)
2. The individual has been convicted of a felony punishable by imprisonment in the state prison.

3. The individual has been convicted within the past five years of a misdemeanor for a crime that is punishable as either a misdemeanor or a felony for, or has been convicted within the last 15 years of a felony for, any of the following offenses:

a) Assault, as specified in, but not limited to, Sections 217.1, 220, 240, 241.1, 241.4, 241.7, 244, 244.5, 245, 245.2, 245.3, 245.5, 4500, and 4501 of the Penal Code.

b) Battery, as specified in, but not limited to, Sections 242, 243.1, 243.3, 243.4, 243.6, 243.7, 243.9, 273.5, 347, 4501.1, and 4501.5 of the Penal Code.

c) Use of threats, as specified in, but not limited to, Sections 71, 76, 139, 140, 422, 601, and 11418.5 of the Penal Code.

d) Sexual abuse, sexual exploitation, or crimes endangering children, as specified in, but not limited to, Sections 266, 266a, 266b, 266c, 266d, 266f, 266g, 266h, 266i, 266j, 267, 269, 288, 288.5, 311.1, 311.3, 311.4, 311.10, 311.11, and 647.6 of the Penal Code.

e) Child abuse or endangerment, as specified in, but not limited to, Sections 270, 271, 271a, 273a, 273ab, 273d, 273.4, and 278 of the Penal Code.

f) Burglary, robbery, theft, fraud, forgery, or embezzlement, as specified in, but not limited to, Sections 211, 215, 459, 463, 470, 476, 487, 496, 503, 518, 530.5, 532, and 550 of the Penal Code.

g) Driving under the influence of alcohol or drugs, but only for a conviction that is a felony.

h) Obstruction of justice, as specified in, but not limited to, Sections 69, 95, 95.1, 136.1, and 148.10 of the Penal Code.

i) Bribery, as specified in, but not limited to, Sections 67, 67.5, 68, 74, 85, 86, 92, 93, 137, 138, and 165 of the Penal Code.

j) Escape, as specified in, but not limited to, Sections 107, 109, 110, 4530, 4530.5, 4532, 4533, 4534, 4535, and 4536 of the Penal Code.

k) Unlawful possession or use of a weapon, firearm, explosive device, or weapon of mass destruction, as specified in, but not limited to, Sections 171b, 171c, 171d, 246, 246.3, 247, 417, 417.3, 417.6, 417.8, 4574, 11418, 11418.1, 12021.5, 12022, 12022.2, 12022.3, 12022.4, 12022.5, 12022.53, 12022.55, 18745, 18750, and 18750 of, and subdivisions (c) and (d) of Section 26100 of, the Penal Code.

l) Possession of an unlawful deadly weapon, under the Deadly Weapons Recodification Act of 2010 (Part 6 (commencing with Section 16000) of the Penal Code).

m) An offense involving the felony possession, sale, distribution, manufacture, or trafficking of controlled substances.
n) Vandalism with prior convictions, as specified in, but not limited to, Section 594.7 of the Penal Code.

o) Gang-related offenses, as specified in, but not limited to, Sections 186.22, 186.26, and 186.28 of the Penal Code.

p) An attempt, as defined in Section 664 of, or a conspiracy, as defined in Section 182 of, the Penal Code, to commit an offense specified in this section.

q) A crime resulting in death, or involving the personal infliction of great bodily injury, as specified in, but not limited to, subdivision (d) of Section 245.6 of, and Sections 187, 191.5, 192, 192.5, 12022.7, 12022.8, and 12022.9 of, the Penal Code.

r) Possession or use of a firearm in the commission of an offense.

s) An offense that would require the individual to register as a sex offender pursuant to Section 290, 290.002, or 290.006 of the Penal Code.

t) False imprisonment, slavery, and human trafficking, as specified in, but not limited to, Sections 181, 210.5, 236, 236.1, and 4503 of the Penal Code.

u) Criminal profiteering and money laundering, as specified in, but not limited to, Sections 186.2, 186.9, and 186.10 of the Penal Code.

v) Torture and mayhem, as specified in, but not limited to, Section 203 of the Penal Code.

w) A crime threatening the public safety, as specified in, but not limited to, Sections 219, 219.1, 219.2, 247.5, 404, 404.6, 405a, 451, and 11413 of the Penal Code.

x) Elder and dependent adult abuse, as specified in, but not limited to, Section 368 of the Penal Code.

y) A hate crime, as specified in, but not limited to, Section 422.55 of the Penal Code.

z) Stalking, as specified in, but not limited to, Section 646.9 of the Penal Code.

aa) Soliciting the commission of a crime, as specified in, but not limited to, subdivision (c) of Section 286 of, and Sections 653j and 653.23 of, the Penal Code.

bb) An offense committed while on bail or released on his or her own recognizance, as specified in, but not limited to, Section 12022.1 of the Penal Code.

cc) Rape, sodomy, oral copulation, or sexual penetration, as specified in, but not limited to, paragraphs (2) and (6) of subdivision (a) of Section 261 of, paragraphs (1) and (4) of subdivision (a) of Section 262 of, Section 264.1 of, subdivisions (c) and (d) of Section 286 of, subdivisions (c) and (d) of Section 288a of, and subdivisions (a) and (j) of Section 289 of, the Penal Code.

dd) Kidnapping, as specified in, but not limited to, Sections 207, 209, and 209.5 of the Penal Code.
ee) A violation of subdivision (c) of Section 20001 of the Vehicle Code.

4. The individual is a current registrant on the California Sex and Arson Registry.

5. The individual has been convicted of a federal crime that meets the definition of an aggravated felony as set forth in subparagraphs (A) to (P), inclusive, of paragraph (43) of subsection (a) of Section 101 of the federal Immigration and Nationality Act (8 U.S.C. Sec. 1101), or is identified by the United States Department of Homeland Security's Immigration and Customs Enforcement as the subject of an outstanding federal felony arrest warrant.

6. In no case shall cooperation occur pursuant to this section for individuals arrested, detained, or convicted of misdemeanors that were previously felonies, or were previously crimes punishable as either misdemeanors or felonies, prior to passage of the Safe Neighborhoods and Schools Act of 2014 as it amended the Penal Code.

7. In cases in which the individual is arrested and taken before a magistrate on a charge involving a serious or violent felony, as identified in subdivision (c) of Section 1192.7 or subdivision (c) of Section 667.5 of the Penal Code, respectively, or a felony that is punishable by imprisonment in state prison, and the magistrate makes a finding of probable cause as to that charge pursuant to Section 872 of the Penal Code, a law enforcement official shall additionally have discretion to cooperate with immigration officials pursuant to subparagraph (C) of paragraph (1) of subdivision (a) of Section 7284.6.

b) Serious Felonies identified in Penal Code section 1192.7(c)

1. Murder or voluntary manslaughter;
2. Mayhem;
3. Rape;
4. Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person;
5. Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person;
6. Lewd or lascivious act on a child under 14 years of age;
7. Any felony punishable by death or imprisonment in the state prison for life;
8. Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm;
9. Attempted murder;
10. Assault with intent to commit rape or robbery;
11. Assault with a deadly weapon or instrument on a peace officer;
12. Assault by a life prisoner on a non inmate;

13. Assault with a deadly weapon by an inmate;

14. Arson;

15. Exploding a destructive device or any explosive with intent to injure;

16. Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem;

17. Exploding a destructive device or any explosive with intent to murder;

18. Any burglary of the first degree;

19. Robbery or bank robbery;

20. Kidnapping;

21. Holding of a hostage by a person confined in a state prison;

22. Attempt to commit a felony punishable by death or imprisonment in the state prison for life;

23. Any felony in which the defendant personally used a dangerous or deadly weapon;

24. Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug, as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code;

25. Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person;

26. Grand theft involving a firearm;

27. Carjacking;

28. Any felony offense, which would also constitute a felony violation of Section 186.22;

29. Assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220;

30. Throwing acid or flammable substances, in violation of Section 244;

31. Assault with a deadly weapon, firearm, machinegun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245;

32. Assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Section 245.2, 245.3, or 245.5;
33. Discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246;
34. Commission of rape or sexual penetration in concert with another person, in violation of Section 264.1;
35. Continuous sexual abuse of a child, in violation of Section 288.5;
36. Shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100;
37. Intimidation of victims or witnesses, in violation of Section 136.1;
38. Criminal threats, in violation of Section 422;
39. Any attempt to commit a crime listed in this subdivision other than an assault;
40. Any violation of Section 12022.53;
41. A violation of subdivision (b) or (c) of Section 11418; and
42. Any conspiracy to commit an offense described in subdivision (c) of Section 1192.7.

c) Violent Felonies identified in Penal Code Section 667.5(c)

1. Murder or voluntary manslaughter.
2. Mayhem.
3. Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.
4. Sodomy as defined in subdivision (c) or (d) of Section 286.
5. Oral copulation as defined in subdivision (c) or (d) of Section 288a.
6. Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.
7. Any felony punishable by death or imprisonment in the state prison for life.
8. Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55. 9. Any robbery.
10. Arson, in violation of subdivision (a) or (b) of Section 451.
11. Sexual penetration as defined in subdivision (a) or (j) of Section 289.
13. A violation of Section 18745, 18750, or 18755.
15. Assault with the intent to commit a specified felony, in violation of Section 220.

16. Continuous sexual abuse of a child, in violation of Section 288.5.

17. Carjacking, as defined in subdivision (a) of Section 215.

18. Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.

19. Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22.

20. Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22.

21. Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.

22. Any violation of Section 12022.53.

23. A violation of subdivision (b) or (c) of Section 11418.
TRUTH Act Interview Consent Form  
Cal. Government Code §7283.1

_________________________, Booking Number ____________

☐ I voluntarily consent to speak with an Immigration and Customs Enforcement officer, for the purpose of determining my immigration status. This consent is made with the knowledge that I have the right to refuse to be interviewed. No promises, threats, or coercion have been made to induce me to relinquish this right and I do waive it freely and voluntarily. I understand that I may choose to be interviewed with my attorney present.

☐ I request my attorney to be present during the interview.

☐ I do not request my attorney to be present during the interview.

☐ I do not consent to speak with an Immigration and Customs Enforcement officer.

Signature _______________________________ Date ____________

Completed by Deputy/PIN: ____________________________

Copies: Original (inmate file) | Copy (Inmate)
TRUTH Act Notification Form  
Cal. Government Code §7283.1

Print Name ___________________________ Booking Number ____________

You have an immigration notification and/or transfer request by the Department of Homeland Security, Immigration and Customs Enforcement (DHS-ICE). Based on Government Code sections 7282 – 7282.5 and your criminal history, you may or may not qualify to be transferred into the custody of DHS-ICE at the time of your release. If you do qualify, then the Orange County Sheriff’s Department intends to comply with DHS-ICE’s request and transfer you into the custody of DHS-ICE at the time of your release.

If you have a question or complaint regarding this immigration request, you can contact the ICE ERO Detention Reporting and Information Line, toll-free, at 1-888-351-4024.

If we notify DHS-ICE that you are being, or will be released, on a certain date, we will provide notification in writing to you and to your attorney or one other person whom you may designate. Please complete the information below.

☐ I request my attorney be notified.

Name: ____________________________________________

Mailing Address: ___________________________________

OR

☐ I request the following person be notified:

Name: ____________________________________________

Mailing Address: ___________________________________

Inmate Signature ___________________________ Date __________

Completed by Deputy/PIN:

____________________________________________________

ICE Notified On: ___________ Time: ___________ that you are scheduled to be released on

Release Date: ___________ Time: ___________

By: ___________________________ Deputy/PIN ___________

Copies: Original (inmate file) | Copy 1 (Inmate) | Copy 2 (2nd Notification)

Revised 03/29/18
April 17, 2019

To: Clerk of the Board of Supervisors

From: Frank Kim, County Executive Officer

Subject: Exception to Rule 21

The County Executive Office is requesting a Supplemental Agenda Staff Report for the April 23, 2019, Board Hearing.

Agency: County Executive Office
Subject: Assessor Department Lease at 500 S. Main Street in Orange
Districts: 3

Reason for supplemental: This Agenda Staff Report regarding the lease of 500 S. Main Street in Orange for the Assessor Department needs to be heard by the Board of Supervisors as soon as possible to meet the demolition timeframe for Buildings 11 and 12 within the overall implementation schedule of the Civic Center Facilities Strategic Plan. This Agenda Staff Report and attachments were finalized after the filing deadline to the Clerk of the Board.

Concur: [Signature]
Chairwoman Lisa A. Bartlett, Supervisor, Fifth District

cc: Board of Supervisors
    County Executive Office
    County Counsel
SUPPLEMENTAL AGENDA ITEM
AGENDA STAFF REPORT

MEETING DATE: 04/23/19
LEGAL ENTITY TAKING ACTION: Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S): 3
SUBMITTING AGENCY/DEPARTMENT: County Executive Office
DEPARTMENT HEAD REVIEW: Thomas A. Miller (714) 834-6019
DEPARTMENT CONTACT PERSON(S): Claude Parrish (714) 834-2734

SUBJECT: Assessor Department Lease at 500 S. Main Street in Orange

CEO CONCUR COUNTY COUNSEL REVIEW

CEO Signature County Counsel Signature

CLERK OF THE BOARD
Discussion
3 Votes Board Majority

Budgeted: No Current Year Cost: See Financial Impact Annual Cost: See Financial Impact

Staffing Impact: N/A # of Positions: N/A Sole Source: N/A
Current Fiscal Year Revenue: See Financial Impact Funding Source: See Financial Impact
County Audit in last 3 years N/A

Prior Board Action: N/A

RECOMMENDED ACTION(S)

1. Find the project is categorically exempt from the California Environmental Quality Act (CEQA), Class 1 (Existing Facilities), pursuant to CEQA guidelines, Section 15301.

2. Approve the lease agreement with UBS, for 69,151 rentable square feet of office space at 500 S. Main Street in Orange, for the Assessor Department, anticipated to commence on or about October 1, 2019, continuing for 15 years through April 30, 2034 and authorize the Chief Real Estate Officer to execute the lease in substantially the form attached.

3. Authorize the Chief Real Estate Officer or designee, to execute subsequent lease amendments that make non-monetary and/or monetary changes which do not increase County costs by more than $50,000 per year under the lease.
4. Delegate to the Chief Real Estate Officer or designee, the ability to exercise the three optional five-year options to extend the term of the lease. The exercise of said option shall not result in a rent increase that exceeds fair market value at the time of the extension.

5. Authorize Auditor-Controller to Increase Data System Development System Project Budget Control 038 for IT Equipment (Object 4040) Appropriations by $1M offset by reimbursement from the landlord under the tenant improvement allowance.

SUMMARY:

Approval of the lease with UBS will provide 69,151 rentable square feet of space necessary for the Assessor Department to relocate its staff and services to 500 S. Main Street in Orange for 15 years to accommodate the Civic Center Facilities Strategic Plan implementation schedule.

BACKGROUND INFORMATION:

On April 25, 2017, the Board of Supervisors (Board) approved a comprehensive Civic Center Facilities Strategic Plan (Civic Center FSP) for the County of Orange Civic Center area. The updated Civic Center FSP comprised of four phases included the demolition and replacement of several buildings in the Civic Center. As Phase 1 nears completion with the new Building 16/County Administration South (CAS) by mid-year, Phase 2 will commence with the demolition of 14 West Civic Center Drive along with adjacent buildings 11 and 12. This phase requires the relocation of nearly 2,000 employees from various departments and buildings throughout the Civic Center - including approximately 300 employees from the Assessor’s Office. Demolition is scheduled to start October 2019.

CEO-Real Estate and the Assessor Department staff have conducted a search for suitable office space within close proximity to the Civic Center, near freeways and public transportation. In addition, the prospective office location must be suitable for a public service counter, space for records storage and administrative support.

The Assessor Department is proposing a new lease with UBS (Lessor) at 500 S. Main Street in Orange. According to current industry measurement standards, the Premises offers the Assessor Department 69,151 rentable square feet (RSF) of office space to provide services and administrative support. To ensure continuity of service, CEO Real Estate and the Assessor Department are recommending a Lease for 15 years - effective October 1, 2019, through April 30, 2034 (Term). The Lease provides for three (3) optional extensions for five (5) years. The rent for each extension is the fair market rate at the time, as agreed to by the parties; and further subject to a market survey in the event the parties cannot mutually agree upon the market rates. Under the terms of the Lease, the rental rate will be a monthly rent of $183,250.15 or a rate of $2.65 per RSF full service gross. The monthly rate will adjust by approximately 3 percent annual increase over the Term of the Lease beginning October 1, 2020.

The proposed lease includes a Lessor contributed tenant improvement (TI) allowance equal to $120 per RSF for construction and/or furniture, fixtures and equipment (FF&E), Computer Cabling, Computer Equipment and moving. Additionally, the Assessor Department shall have the ability to apply any unused tenant improvement allowance to offset Rent. Additionally, the TI allowance makes funds immediately available for the Assessor Department and OCIT to purchase
equipment and install their IT network in the new space. Any county funds expended as part of the network configuration and installation shall be reimbursed by the landlord under the TI allowance.

**CEQA Compliance:** The proposed project is Categorically Exempt (Class 1) from the provisions of CEQA pursuant to Section 15301 because it involves a lease of an existing private facility for County office space, resulting in negligible or no expansion of use beyond that existing.

**FINANCIAL IMPACT:**

Appropriations and revenue for this Agreement will be included in the FY 2019-20 Budget for Assessor Department Budget Control 002.

Recommended Action #5 above will add $1M Appropriations in Data System Development Project Budget Control 038, which will be used by Assessor and/or OCIT to purchase Computer Equipment e.g. Switches, Circuits, Routers, etc. As per lease agreement with the landlord, Budget Control 038 will receive reimbursement of all computer equipment purchased for this facility.

The financial impact calculations for the first year and periods thereafter are comprised of partial year rates to reflect the Commencement Date/Month of the Lease to the end of each County fiscal year in June.

As such, the gross base rent per period for each leasehold year is a “blended rate” of nine months of the present year and three months of the following year. The asterisk (*) reflects nine months for base rent for this period and double asterisk (**) reflects three months for that rent period.

500 S. Main Street, Orange

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<td>FY 2023-2024</td>
<td>$2,534,110.95</td>
<td>FY 2031-2032</td>
<td>$3,210,135.90</td>
</tr>
<tr>
<td>FY 2024-2025</td>
<td>$2,610,134.31</td>
<td>FY 2032-2033</td>
<td>$3,306,440.01</td>
</tr>
<tr>
<td>FY 2025-2026</td>
<td>$2,688,438.27</td>
<td>FY 2033-2034</td>
<td>$3,405,633.21</td>
</tr>
<tr>
<td>FY 2026-2027</td>
<td>$2,769,091.44</td>
<td>FY 2034-2035**</td>
<td>$857,653.35</td>
</tr>
</tbody>
</table>

Approximately 30% of the cost will be recovered by the County General Fund through Property Tax Admin Cost Allocations.

**STAFFING IMPACT:**

N/A

**ATTACHMENT(S):**

Attachment A – Lease
Attachment B – Lease Summary
Attachment C – Acquisition Questionnaire
LEASE

This is a lease agreement (hereinafter referred to as "Lease") made ____________, 2019, ("Effective Date"), by and between ORANGE COUNTY REALTY INVESTORS LLC a Delaware limited liability company, (hereinafter referred to as "Lessor") and the COUNTY OF ORANGE, a political subdivision of the State of California (hereinafter referred to as "County") without regard to number and gender. The Lessor and County may individually be referred to herein as a "Party," or collectively as the "Parties."

1. Definitions (1.0 SA)

The following words in this Lease shall have the significance attached to them in this Clause 1 (Definitions), unless otherwise apparent from context:

"Assessor" means the Orange County Assessor, or designee, or upon written notice to Lessor, such other person or entity as shall be designated by the County Executive Officer or the Board of Supervisors.

"Board of Supervisors" means the Board of Supervisors of the County of Orange, a political subdivision of the State of California.

"Building" means the building commonly known as 500 South Main Street, Orange, California, and the common areas and parking areas servicing the building located outside the building within the parcel on which the building is located.

"CEO/Office of Risk Management" means the Risk Manager, County Executive Office, Risk Management, County of Orange, or designee, or upon written notice to Lessor, such other person or entity as shall be designated by the County Executive Officer or the Board of Supervisors.

"Chief Real Estate Officer" means the Chief Real Estate Officer, County Executive Office, County of Orange, or upon written notice to Lessor, such other entity as shall be designated by the County Executive Officer.

"County Executive Officer" means the County Executive Officer, County Executive Office, County of Orange, or designee, or upon written notice to Lessor, such other person or entity as shall be designated by the Board of Supervisors.

"Facility" means Union Bank Square, consisting of 500, 530, 550 and 600 S. Main Street, and 1518 W. La Veta, Orange, California, together with the land on which the Facility is situated and all common areas and parking areas.

2. Premises (1.1 SA)

Lessor leases to County those certain areas of the Building described in Exhibit A and shown on Exhibit B, which exhibits are attached hereto and by reference made a part hereof, of approximately sixty-nine thousand one hundred and fifty-one (69,151) rentable square feet ("RSF") in the building located at 500 South Main Street, Orange, CA 92868.
Street, Orange, California ("Premises"), together with non-exclusive, in common use of the areas outside the Premises and within the exterior boundary line of the Facility that are, from time to time, provided and designated by Lessor for the non-exclusive use of Lessor, County and other tenants of the Facility and their respective employees, visitors, clients, customers and invitees, which may include elevators, stairways, washrooms, hallways, driveways for vehicle ingress and egress, pedestrian walkways, other facilities and common areas appurtenant to the Premises. The RSF of the Premises is allocated as follows:

<table>
<thead>
<tr>
<th>Floor/Suite</th>
<th>RSF</th>
</tr>
</thead>
<tbody>
<tr>
<td>11th Floor</td>
<td>12,201</td>
</tr>
<tr>
<td>10th Floor</td>
<td>12,201</td>
</tr>
<tr>
<td>9th Floor</td>
<td>12,214</td>
</tr>
<tr>
<td>3rd Floor</td>
<td>12,214</td>
</tr>
<tr>
<td>2nd Floor</td>
<td>11,686</td>
</tr>
<tr>
<td>1st Floor, Suite 103</td>
<td>1,957</td>
</tr>
<tr>
<td>Basement</td>
<td>6,678</td>
</tr>
</tbody>
</table>

3. USE (1.2 SA)

County shall use the Premises solely for administrative and office purposes consistent with the standards of a "Class A" office building subject to applicable federal, state, and municipal laws. County shall not use the Premises or any portion thereof for any illegal or unlawful purpose and will not cause or permit a nuisance to be created or maintained therein. County agrees to comply with, and shall cause County's agents to comply with, any reasonable rules and regulations as Lessor may adopt or promulgate for the orderly and proper operation of the Building and the Facility.

4. PARKING (1.3 SA)

Throughout the Term of the Lease and including any Extension Term pursuant to Clause 7 (OPTION TO EXTEND TERM), County shall have the non-exclusive right, to use three hundred (300) unreserved parking spaces within the parking areas servicing the Facility. County's use of said parking spaces shall be subject to all reasonable rules and regulations, which are prescribed by Lessor from time to time for the efficient operation of the parking areas for the Building and provided to County in writing. County shall have the right to use the three hundred (300) parking spaces without additional charge during the initial Term.

In addition to said parking spaces, Lessor shall also provide parking for disabled persons ("ADA Spaces") in accordance with the Americans with Disabilities Act, Section 7102 of the California Uniform Building Code and the applicable codes and/or ordinances relating to parking for disabled persons as established by the local jurisdiction in which the Premises is located where the provisions of such local codes and/or ordinances exceed or supersede the State requirements.

5. TERMINATION OF PRIOR AGREEMENTS (1.4 SA) - intentionally omitted

6. TERM (1.5 SA)

The Term of this Lease shall be one hundred and eighty (180) full calendar months ("Term"), commencing upon the first day of the first full calendar month following Substantial Completion by Lessor of the Work set out in Clause 13 (CONSTRUCTION) below, ("Commencement Date").
Parties agree that the Commencement Date of this Lease will be confirmed in writing by either Party upon demand by the other consistent with the Commencement Letter attached hereto and by this reference made apart hereof as Exhibit F.

7. OPTION TO EXTEND TERM (1.6 SA)

A. **Extension Terms:** Provided there is no current County Default under this Lease (as further defined in Clause 28 DEFAULTS AND REMEDIES), either at the time of the exercise of the Option or upon commencement of the Extension Term, County shall have the option to extend the term (the “Option(s)”) of this Lease for three (3) five (5) year periods (each an “Extension Term”) exercised by the Chief Real Estate Officer and memorialized in an amendment, for all or any of the individual floor(s) (including the basement area of the Premises (the “Basement”)) then leased by County. For the avoidance of doubt, any exercise of an Option for a portion of the then leased Premises shall include only the entirety of the floor(s) then leased by County, and County shall not have the right to exercise an Option as to a portion of the space then leased on any individual floor of the Building. The Fair Market Rental Value shall be negotiated at the time of the Option(s) as set forth below and shall not exceed fair market value at the time of the renewal notice. County shall give Lessor written notice exercising its Option(s) to extend the Term no less than twelve (12) months prior to the commencement of the applicable Extension Term. Time is of the essence in the exercise of the Option(s). The Option(s) shall be personal to County and shall not be exercised by any assignee or sublessee of County. “Term” as used in this Lease shall mean the initial Term and the Extension Term(s) if the Option(s) are duly exercised.

B. **Mutual Agreement:** Lessor and County shall have thirty (30) days after County exercises any Option to extend in which to agree on the Fair Market Rental Value, as defined below, for the Extension Term. If Lessor and County are unable to agree on the Fair Market Rental Value for the option period within such thirty (30) days, the provisions of the Appraisal section below shall apply.

C. **Factors for Determining Fair Market Rental Value:** The “Fair Market Rental Value” of the Premises (or applicable portion thereof) shall be the amount that a willing, comparable, new (i.e., non-renewal), non-equity tenant would pay, and that a willing landlord of a comparable space in Orange County would accept at arms’ length. Appropriate consideration shall be given to (A) the annual rental rate per rentable square foot; (B) the definition of rentable square feet for purposes of comparing the rate; (C) location, quality and age of the Premises; (D) the financial condition (e.g., creditworthiness) of tenant; (E) escalation (including type, base year and stop) and abatement provisions reflecting free rent and/or no rent during the period of construction; (F) brokerage commissions, if any; (G) length of the lease Term; (H) size and location (including floor level) of the Premises; (I) building standard work letter and/or tenant improvement allowance, if any (taking into consideration the cost of anticipated tenant improvements as compared to market tenant improvement allowances), provided, however, the Fair Market Rental Value shall not include any tenant improvements or any alterations made by tenant; (J) condition of space; (K) lease takeover/assumptions; (L) moving expenses and other concessions; (M) extent of services to be provided; (N) distinctions between “gross” and “net” leases; (O) base year figures or expense stops for escalation purposes for both operating costs and ad valorem/real estate taxes; (P) the time the particular rental rate under consideration becomes or is to become effective; (Q) applicable caps on the amount of real estate taxes and assessments passed through to tenants; and (R) other generally applicable conditions of tenancy for the space in question. County shall obtain the same rent and other benefits that Lessor would otherwise give to any comparable prospective tenant.
D. **Appraisal**: If after the expiration of the thirty (30) day period described in the Mutual Agreement section above, the Parties have not mutually agreed on the Fair Market Rental Value for the Extension Term in question, then the Parties shall use the following method to determine the Fair Market Rental Value (the "Three Broker Method"): within ten (10) business days after the expiration of such thirty-day period, each Party shall give written notice to the other setting forth the name and address of a "Broker" (as hereinafter defined) selected by such Party who has agreed to act in such capacity, to determine the Fair Market Rental Value. If either Party has failed to select a Broker as aforesaid, the Fair Market Rental Value shall be determined by the Broker selected by the other Party. Each Broker shall thereupon independently make his or her determinations of the Fair Market Rental Value within twenty (20) days after the appointment of the second Broker. If the two Brokers' determinations are not the same, but the higher of such two values is not more than one hundred five percent (105%) of the lower of them, then the Fair Market Rental Value shall be deemed to be the average of the two values. If the higher of such two values is more than one hundred five percent (105%) of the lower of them, then the two Brokers shall jointly appoint a third Broker within ten (10) days after the second of the two determinations described above has been rendered. The third Broker shall independently make his determination of the Fair Market Rental Value within twenty (20) days after his appointment. The highest and the lowest determinations of value among the three Brokers shall be disregarded and the remaining determination shall be deemed to be the Fair Market Rental Value.

E. **Broker**: For the purpose of this Clause 7, "Broker" shall mean a real estate broker or salesperson licensed in California, who has been regularly engaged in such capacity in the business of commercial office leasing in the Orange County market for at least ten (10) years immediately preceding such person's appointment hereunder. Each Party shall pay for the cost of its Broker and one half of the cost of the third Broker.

8. **OPTION TO TERMINATE LEASE (1.7 SA) – intentionally omitted**

9. **RENT (1.8 SA)**

County agrees to pay to Lessor as rent for the Premises the sum of One Hundred Eighty-Three Thousand Two Hundred Fifty and 15/100 Dollars ($183,250.15) per month starting on the Commencement Date and adjusted annually pursuant to the Rent Adjustment schedule in Clause 10 (RENT ADJUSTMENT) below.

To obtain rent payments and payment of any amounts hereunder, Lessor (or Lessor’s designee) shall submit to the Assessor in a form reasonably acceptable to the Assessor, a written claim for said rent payments. Lessor shall comply with County’s reasonable payment invoice mechanism required by County from time-to-time, which mechanism currently requires Lessor to submit requests for payment of rent on a quarterly basis, prior to the expiration of the preceding quarter.

Payment shall be due and payable within twenty (20) days after the later of the following:

A. The first day of the month following the month earned; or

B. Receipt of Lessor’s written claim by the Assessor.

Should County occupy the Premises before the Commencement Date, Lessor shall be entitled to pro rata rent for the period of occupancy and the amount of space occupied prior to the Commencement Date based upon
Clause 10 (Rent Adjustment). Said Rent shall be included in the rent claim submitted by Lessor for the first full month of the Lease Term and shall be paid by County at the time of payment for said month.

County shall pay Additional Rent in accordance with this Clause. “Additional Rent” consists of any amounts due hereunder other than monthly rent, including charges for telephone and telecommunications services and additional utility charges as described in Clause 20 (Utilities) and Clause 17 (County-Requested Alterations) of this Lease.

10. RENT ADJUSTMENT (1.9 SA)

The monthly rent payable by County for the Premises (“Rent”) shall be automatically adjusted as follows:

<table>
<thead>
<tr>
<th>Period</th>
<th>Rent</th>
<th>Per Square Foot/Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year 1</td>
<td>$183,250.15</td>
<td>$2.65</td>
</tr>
<tr>
<td>Year 2</td>
<td>$188,747.65</td>
<td>$2.73</td>
</tr>
<tr>
<td>Year 3</td>
<td>$194,410.08</td>
<td>$2.81</td>
</tr>
<tr>
<td>Year 4</td>
<td>$200,242.39</td>
<td>$2.90</td>
</tr>
<tr>
<td>Year 5</td>
<td>$206,249.66</td>
<td>$2.98</td>
</tr>
<tr>
<td>Year 6</td>
<td>$212,437.15</td>
<td>$3.07</td>
</tr>
<tr>
<td>Year 7</td>
<td>$218,810.26</td>
<td>$3.16</td>
</tr>
<tr>
<td>Year 8</td>
<td>$225,374.57</td>
<td>$3.26</td>
</tr>
<tr>
<td>Year 9</td>
<td>$232,135.81</td>
<td>$3.36</td>
</tr>
<tr>
<td>Year 10</td>
<td>$239,099.88</td>
<td>$3.46</td>
</tr>
<tr>
<td>Year 11</td>
<td>$246,272.88</td>
<td>$3.56</td>
</tr>
<tr>
<td>Year 12</td>
<td>$253,661.06</td>
<td>$3.67</td>
</tr>
<tr>
<td>Year 13</td>
<td>$261,270.90</td>
<td>$3.78</td>
</tr>
<tr>
<td>Year 14</td>
<td>$269,109.02</td>
<td>$3.89</td>
</tr>
<tr>
<td>Year 15</td>
<td>$277,182.29</td>
<td>$4.01</td>
</tr>
</tbody>
</table>

The monthly Rent, above, is the amount to be paid by County. The “Per Square Foot” rate, above, is a monthly estimate for statistical purposes only and for no other purpose.

11. ADJUSTMENT FOR COST OF LESSOR SERVICES (2.0 SA) - intentionally omitted

12. RIGHT OF FIRST OFFER (2.1 SA) – intentionally omitted

13. CONSTRUCTION (2.2 N)

A. Completion Schedule: Lessor hereby agrees to complete, at Lessor’s expense, in an amount not to exceed eighty dollars ($80.00) per RSF of the Premises (“County Allowance”), the alterations, repairs, and other work (the “Work”) in accordance with the plans and specifications attached hereto and made a part hereof as Exhibit C. Lessor shall use commercially reasonable efforts to Substantially Complete the Work in material accordance with Schedule 1 to Exhibit C.

Lessor shall provide the Premises to the County in turn-key condition consistent with the Work described in Exhibit C. Lessor agrees to complete said Work at Lessor’s expense, not to exceed the County Allowance, and County shall reimburse Lessor for the cost of the Work that exceeds the County Allowance within thirty (30) days following Lessor’s delivery to County of an invoice therefor.
Notwithstanding the foregoing, if Lessor incurs overtime costs in performing the Work in the Basement due to the late vacation and surrender of the Basement by the existing tenant thereof, then Landlord shall pay such overtime costs out of its own funds, and the same shall not be debited against the County Allowance or otherwise charged to County.

Lessor shall also provide County with an allowance equal to forty dollars ($40.00) per RSF toward FF&E, data, cabling, and telecommunications, project management, relocation-related costs, and IT-related items ("FF&E Allowance"). Any unutilized portion of the FF&E Allowance may be converted to free Rent at the County's sole discretion. Any portion of the FF&E Allowance that has not been properly requested for disbursement or conversion to free Rent by the date which is twelve (12) months following the Commencement Date shall be automatically deducted from Rent on a monthly basis until the FF&E Allowance is fully exhausted.

Subject to the completion of the Work, the Premises shall be delivered in its "as is" condition.

B. **County Remedies:** If Substantial Completion (as defined in Clause 13(D)) of the Work fails to occur on or prior to the date which is sixty (60) days following the Anticipated Substantial Completion Date, other than as a result of an event of Force Majeure (as defined in Clause 49 (FORCE MAJEURE)), or a delay caused by County, then Lessor shall be obligated to pay a penalty to County of five hundred dollars ($500.00) per day for the period from the Anticipated Substantial Completion Date through the day prior to Substantial Completion of the Work. Such amount shall be County’s sole remedy for any failure of Substantial Completion of the Work to occur on or prior to the Anticipated Substantial Completion Date.

C. **Approvals:** All planning and architectural/design costs required to accomplish the Work shall be Lessor’s responsibility and shall be approved by the Assessor. Such approvals will not be unreasonably withheld or delayed, and County shall provide such approval or reasonable disapproval (with detailed reasons therefore) within five (5) working days after submission. If a written disapproval of any request by Lessor is not received within said five (5) working days after submission, such request shall be deemed approved. Such approvals by the Assessor shall not relieve Lessor of the responsibility of complying with all applicable codes and construction requirements, nor of obtaining necessary permits or approvals from the authorities of proper jurisdiction.

D. **Punch List:** Upon Substantial Completion (as defined below) of the Work, Lessor shall request the Assessor’s approval and acceptance of such Work, which approval will not be unreasonably withheld or delayed and Assessor shall provide such approval or reasonable disapproval (with detailed reasons therefore) within five (5) working days after request. Said approval shall be manifested by letter from the Assessor (the “Work Acceptance Letter”), and may be subject to completion of items on a “punch list,” which shall be generated by County and included in the Work Acceptance Letter. County shall not be required to approve and send the Work Acceptance Letter until County is satisfied that the Work has reached Substantial Completion (other than punch list items, if any) pursuant to this Lease, in County's reasonable discretion. As used in this Clause 13(D), “Substantial Completion” means that the Work has been completed in accordance with the provisions of this Lease and any mutually approved plans and specifications, as evidenced by signed off permits for such Work which have been issued in connection with such Work, subject to any “punch list” items, if any, or the date the foregoing would have occurred but for any delay caused by County. Subject to any event of Force Majeure (as defined in Clause 49 (FORCE MAJEURE) or a delay caused by County, the Parties anticipate that
Substantial Completion of the Work shall occur no later than October 1, 2019 (the "Anticipated Substantial Completion Date").

In the event County's approval and acceptance of the Work is given along with a punch list, Lessor shall use commercially reasonable efforts to complete all punch list items within thirty (30) days following receipt of the Work Acceptance Letter. Should the items on the punch list not be completed within sixty (60) days other than as a result of actions (or inactions) of County or events of Force Majeure, Lessor shall be obligated to pay a penalty to County of fifty dollars ($50.00) per day for the period from the date of Substantial Completion through the date that all punch list items have been completed.

E. **Final Improvement Date:** The "Final Improvement Date" means Lessor's completion of the Work as determined by County and as evidenced by the Work Acceptance Letter, and completion of the items set forth in the punch list set forth in the Work Acceptance Letter (if any). The determination of whether the Final Improvement Date has occurred will be made in County's reasonable discretion.

F. **Project Management Oversight:** County may, at County's option, select a project manager or construction manager, at County's sole discretion, cost and expense (without application of the County Allowance), to assist in County's oversight of the Work (the "Project Manager"). The Project Manager will represent the County's best interest during the construction of the Work to confirm that the Work is being performed pursuant to the terms of this Lease and will act as the liaison between Lessor and County in all items that are subject to approval by County as provided in Clause 13(C) above.

G. **County Alterations to Work:** Although the Premises will be delivered to County on a "turnkey" basis, the Parties agree that should County request alterations or revisions to the Work, such changes shall be subject to the reasonable approval of Lessor, which approval will not be unreasonably withheld or delayed ("County Alterations"), and any delays caused thereby shall be a delay caused by County. County will reimburse Lessor for the cost of any County Alterations to the extent the total cost of the Work exceeds the County Allowance in accordance with Clause 13(A).

H. **Performance of Work:** Lessor agrees that any improvement being constructed by, or under the direction of, Lessor shall be constructed in substantial compliance with County approved plans (i.e., the Approved Working Drawings described on Exhibit C hereto) and if and to the extent applicable, in compliance with the requirements of California Public Contract Code Section 22000 et seq., which requires those improvements to be constructed as if such improvements had been constructed under the direction and supervision, or under the authority, of County. In partial satisfaction of the requirements of Section 22000 et seq., if applicable: (a) Lessor shall be required to secure the faithful performance of construction and completion of construction of the improvement by appropriate contractor's bonds as required by the California Public Contracts Code and shall require its contractor or contractors to pay the prevailing rate of per diem wages for work of a similar character in the locality of the County and not less than the general prevailing rate of per diem wages for holiday and overtime work, as provided in Clause 29 (LABOR CODE COMPLIANCE) of this Lease; (b) Lessor shall publicly advertise for bids for such improvements, as provided in Orange County Codified Ordinances 1-8-1 et seq., and shall provide County a list of all bids received for the contract; and (c) thereafter, with the prior written approval of County as to the winning bid, Lessor shall award the contract or contracts for such improvements.
I. **Force Majeure Delay**: The occurrence of an event of Force Majeure (as defined in Clause 49 (FORCE MAJEURE)) shall excuse the performance by that Party for a period equal to the prevention, delay or stoppage (except the obligations imposed with regard to the payment of Rent and other sums to be paid by County pursuant to this Lease), provided the affected Party gives the other Party notice within thirty (30) days of the event causing the prevention, delay or stoppage.

J. **County Right of Entry**: County and its contractors, subcontractors, agents, etc. shall be permitted to enter the Premises at any time prior to the Commencement Date, with coordination and scheduling with the Lessor's construction manager, with no obligation to pay Rent for the purpose of installing furniture, fixtures and equipment, and/or certain mutually agreed upon leasehold improvements, provided that County does not interfere with or delay Lessor's work or operations of other tenants of the Building.

14. **PAINTING BY LESSOR (2.3 SA)** – intentionally omitted

15. **CARPETING BY LESSOR (2.4 SA)** – intentionally omitted

16. **ALTERATIONS (2.5 SA)**

County may make improvements and changes in the Premises, including, but not limited to, the installation of fixtures, partitions, counters, shelving, and equipment as deemed necessary or appropriate by the County in its discretion following the prior written notice to Lessor; provided, however that if such improvements or changes affect the common Building systems, the structural portions of the Building, or can be seen from the exterior of the Premises, then County shall obtain the prior written consent of Lessor (which shall not be unreasonably withheld, conditioned or delayed) prior to the performance of the same. It is agreed that any such fixtures, partitions, counters, shelving, or equipment attached to or placed upon the Premises by County shall be considered as personal property of County, as defined below in Clause 32 (COUNTY PROPERTY), who shall have the right, but not the obligation, to remove same, and County will repair all damage to the Premises caused by the removal of such items at its sole cost and expense. All such work will be properly permitted and constructed by a licensed contractor in a good and workmanlike fashion at County's sole cost and expense. County agrees that the Premises shall be left in as good condition as when received, reasonable wear and tear exempted.

17. **COUNTY-REQUESTED ALTERATIONS (2.6 SA)**

County through the Assessor, may, during the Term of the Lease, request Lessor to make improvements and changes to the Premises, and Lessor shall not unreasonably withhold, condition or delay its consent to any such request. All plans and working drawings for such improvements and changes, as well as the final work, shall be subject to the written approval of Lessor and the Assessor. All such improvements and changes shall be made by Lessor, at Lessor's sole cost, and reimbursed in a lump sum as Additional Rent by County upon receipt by County from Lessor of a written claim for such reimbursement.

County shall have the right to audit said claim and require additional reasonable supporting documentation from Lessor prior to making reimbursement payment. County shall evidence acceptance of such claim by written letter to Lessor. Such acceptance by County will not be unreasonably withheld or delayed and if a written disapproval of any claim by Lessor is not received within thirty (30) working days after submission, such claim shall be deemed accepted. Once Lessor's claim has been accepted by County as complete and
adequate, the claim amount shall be reimbursed by County to Lessor at the same time as the next scheduled monthly Rent payment following the date of written acceptance of said claim.

Lessor agrees that any County requested improvements being constructed by, or under the direction of Lessor in accordance with this Section 17, shall be constructed in substantial compliance with city approved plans and to the extent applicable, in compliance with Federal, California and local laws, including by not limited to, the requirement of California Public Contract Code Section 22000 et seq., and shall require, to the extent applicable, its contractor or subcontractors to pay the prevailing rate of per diem wages for work of a similar character in the locality of the County and not less than the general prevailing rate of per diem wages for work of a similar character in the locality of the County and not less than the general prevailing rate of per diem wages for holiday and overtime work, as provided in Clause 29 (LABOR CODE COMPLIANCE) of this Lease.

Following the written approval to let a contract for improvements in accordance with this Section 17, Lessor shall, to the extent applicable, publicly advertise for bids for such improvements, as provided in Orange County Codified Ordinances J-8-1 et seq., and shall provide County a list of all bids received for the contract. Thereafter, with the prior written approval of County as to the winning bid, Lessor shall award the contract or contracts for such improvements. County's approval of the bid shall be limited to the dollar value only, to ensure it is within County's budget.

18. ORANGE COUNTY TELECOMMUNICATIONS NETWORK (2.7 SA)

Lessor agrees that County may install, at County's sole cost and expense, telecommunication devices in, on, or around the Premises and Building in accordance with the relevant and applicable County telecommunications network plans and specifications, provided that the provisions of Clause 16 (ALTERATIONS), shall be applicable to such work. It shall be County's responsibility to obtain all governmental permits and/or approvals required for such installation; however, Lessor shall reasonably cooperate with County as necessary or appropriate, and at no additional cost to Lessor, to obtain said permits and/or approvals. Lessor does not represent that such approvals can be obtained. Additionally, subject to Lessor's commercially reasonable Building standard rules and regulations, County or County's subcontractor has the right to enter the Premises and/or Building common areas to maintain, repair or replace the County telecommunications network consistent with said contract between County and service provider. County may, in its discretion, remove any cabling, conveyance systems or cabling conduit installed by County, provided that County shall repair any damage caused by such remove and restore the area to the condition as existed prior to the County's installation of the same. When the Lease is terminated, County reserves all rights to remove, in its discretion, any such telecommunication improvements from the Premises and/or Building.

19. REPAIR, MAINTENANCE, AND JANITORIAL SERVICES (2.8 SA)

A. **Lessor Services.** Lessor shall provide, at its sole cost and expense (except as otherwise provided in this Lease) any and all necessary repair, maintenance and replacement for the Premises and Building (and systems therein) in good order, condition and repair (normal wear and tear excepted) and in compliance with all applicable laws, including, but not limited to, the replacement, repair and maintenance of the structural portions of the Building, the roof of the Building, the parking facilities and all Building systems including the Heating, Ventilation, Air Conditioning ("HVAC") system, the plumbing, electrical and mechanical systems, fire/life safety system, elevators, roof, paving, fire extinguishers, pest
control, and whether capital or non-capital (the "Services"), consistent with Exhibit D, which is attached hereto and by reference made a part hereof. Notwithstanding the foregoing, County at its sole cost and expense shall repair any damages to the Building and/or Premises resulting from gross negligence and/or intentionally willful misconduct which are caused by County or its agents, representatives, employees or invitees. Any repairs or replacements performed by Lessor must be at least equal in quality and workmanship to the original work and be in accordance with all applicable laws and local permit regulations. The Services shall be made promptly to keep the Premises and the Building in the condition described in this Clause 19. Should Lessor default in its obligations under this clause, the County may exercise those remedies set forth in Clause 19(B) below.

B. County Remedies. If Lessor fails to provide the Services within fifteen (15) days after Assessor provides written notice thereof to Lessor specifying any such default and affording Lessor such fifteen (15) day period to complete the cure of such default, provided, however, that if the cure cannot reasonably be completed within such time period, then Lessor shall be afforded an additional reasonable amount of time to complete the cure, as long as Lessor commences the cure within such time period and diligently pursues same to completion. Without limiting any available remedy to County (including, but not limited to, County Remedies as defined in Clause 28 (DEFAULTS AND REMEDIES)), if such default on the part of Lessor results in a material interference with County's ability to conduct its business operations in the Premises, then County may (upon written notice to Lessor and Lessor's lender, to the extent contact information for such lender has been provided in writing to County), and, at its sole discretion, perform or arrange for the performance of such Services, and deduct the cost thereof plus an administrative charge of ten percent (10%) of the cost from any Rent payable without further notice. Additionally, in the event such default by Lessor to provide required Services to the Premises continues for sixty (60) days, then Lessor shall thereafter be obligated to pay a penalty to County of five hundred dollars ($500.00) per day until such Services are provided by Lessor. In the event County takes such action and (1) such work affects any common systems serving the Building or the Building structure and (2) the project is less than $45,000, then County shall use only those contractors used by Lessor in the Building for work on such systems or structure, unless such contractors are unwilling or unable to perform, or timely perform, such work, in which event County may utilize the services of any other qualified contractor which normally and regularly performs similar work in other similar class multi-tenant office buildings in the City of Orange. In the event County performs such services and the project exceeds $45,000, the County would be required to go out to bid and award the contract to the lowest bidder, pursuant to Public Contract Code, seeking reimbursement from Lessor consistent with above.

C. Warranties. Lessor shall keep in force, all standard manufacturers' warranties including any existing extended warranties for all building equipment. When manufacturers' warranties for the HVAC, roof and/or elevator, if any, expire, Lessor will contract with an industry standard maintenance company ("Vendor") that specializes in the maintenance of such equipment (and for the roof) for regular and scheduled inspections as recommended by the manufacturer, and shall promptly authorize said Vendor, or such other vendor as reasonably acceptable to Lessor, to perform any and all reasonably required maintenance to the equipment and roof necessary to keep the same in good condition and repair upon receipt of any inspection report. Lessor shall authorize Vendor(s) to provide County with copies of said report(s) upon County request. Should Lessor fail to comply with the provisions of this clause, County may exercise those remedies set forth in Clause 19(B) above.
In order for the County to comply with the California Code of Regulations, Title 8, Section 5142 ("Regulation 5142"), and as it may be subsequently amended, Lessor shall regularly inspect and maintain the HVAC system as required by Regulation 5142 and provide repair and maintenance accordingly. Inspections and maintenance of the HVAC system shall be documented in writing and Lessor shall retain such records for at least five (5) years. Lessor shall make all HVAC records required by this section available to County for examination and copying, within forty-eight (48) hours of a written request. Lessor acknowledges that County may be subject to fines and/or penalties for failure to provide said records to regulatory agencies within the given timeframes. Should County incur fines and/or penalties as a direct result of Lessor's failure to provide said records to County in a timely manner and as set forth herein, Lessor shall reimburse County for said fines and/or penalties within thirty (30) days upon written notice. Should Lessor fail to reimburse County within thirty (30) days, County may deduct the amount of the fine and/or penalty from any Rent payable without further notice in an amount not to exceed fifteen percent (15%) of the Rent due per month during the Term, until any fine and/or penalty is paid in full.

D. HVAC System. Air conditioning will be supplied to cause the temperature in the Premises and Building at a temperature consistent with other office buildings in Orange County, California, which are typically not less than 70°F nor greater than 75°F, during all Normal Business Hours as defined below in Clause 19(E).

E. Normal Business Hours. County acknowledges that the HVAC services to the Building shall operate only from 7:00 a.m. to 6:00 p.m. Monday through Friday and Saturday from 9:00 a.m. to 1:00 p.m., excluding governmental holidays ("Normal Business Hours"). A list of government holidays shall be provided to Lessor on a yearly basis upon request to County.

Notwithstanding the utilities provided during Normal Business Hours, Lessor shall provide HVAC services prior to the beginning of Normal Business Hours to the extent necessary for the temperature parameters required by this Lease, above, to be met and maintained at the beginning and throughout Normal Business Hours. There shall be no extra utility charges for such HVAC services prior to the beginning of Normal Business Hours.

F. Emergency Services. If County requires same day emergency repairs and/or services that are otherwise the responsibility of Lessor hereunder and that are reasonably necessary to remedy an emergency condition or to prevent imminent danger to persons or property ("Emergency Services") then if Lessor cannot be contacted for such Emergency Services (as reasonably determined by the County) or if Lessor following such contact by County is unable or refuses to provide the necessary Emergency Services within a reasonable time, then County may have the necessary repairs made and/or provide Emergency Services to remedy the emergency condition, and deduct the cost thereof, including labor, materials, and overhead from any Rent payable without further notice.

G. Operations Shutdown. Should County be forced to completely shut down its operations within the Premises and/or Building due to a failure to provide Services or Emergency Services required by this Clause 19 which failure is within the reasonable control of Lessor, then if such failure continues for a period of two (2) consecutive business days, excluding weekends and holidays, County, as its sole remedy, shall be entitled to receive an abatement of Rent payable hereunder during the period beginning on the third (3rd) consecutive business day of such failure and ending on the day the Services or Emergency Services have been provided and County may reestablish use of the Premises and/or Building. If the
complete shutdown persists for thirty (30) days, the County shall then have the option, in the County's sole
discretion, to continue with abatement of Rent until the County reestablishes use of the Premises.

20. UTILITIES (2.9 N)

Lessor shall be responsible for and pay, prior to the delinquency date, all charges for electricity and water
supplied to the Premises. Any telephone and/or telecommunications services shall be the obligation of County.
Should Lessor fail to provide, or pay for (prior to delinquency date), electricity and water service to the
Premises, County may provide such service and deduct the cost thereof, including overhead, from any Rent
payable. Notwithstanding the foregoing terms of this Clause 20, should County install or request the
installation of additional HVAC units or equipment at a rated capacity at or above five (5) tons in the aggregate,
then County shall pay, after receipt of a billing from Lessor and with the following month’s Rent, the additional
utility costs associated with such units or equipment as calculated by a separate meter or submeter installed by
County.

Should County require HVAC services at times other than during Normal Business Hours as defined in Clause
19(E) above, County shall pay Lessor a reimbursement equal to seventy-five dollars ($75.00) per hour for each
hour HVAC services are used during times other than Normal Business Hours. Lessor shall provide County
with a written statement of its monthly usage in the form of an invoice, which shall include a statement showing
the date, time, location and duration of such usage, along with a summary of the County’s monthly charges.
County shall pay Lessor for excess usage with the following month’s Rent.

21. INSURANCE (3.0 N)

Commercial Property Insurance: Lessor shall obtain and keep in force during the Term of this Lease a
policy or policies of commercial property insurance written on ISO form CP 00 10 10 12, or a substitute
form providing coverage at least as broad, with all risk or special form coverage, covering the loss or damage
to the Premises to the full insurable value of the improvements located on the Premises (including the full
value of all improvements and fixtures owned by Lessor) at least in the amount of the full replacement cost
thereof, and in no event less than the total amount required by any lender holding a security interest.

Lessor agrees to and shall include in the policy or policies of commercial property insurance a standard
waiver of the right of subrogation against the County of Orange, its elected and appointed officials, officers,
agents and employees by the insurance company issuing said policy or policies. Lessor shall provide the
County of Orange with a Certificate of Insurance as evidence of compliance with these requirements.

Commercial General Liability Insurance: Lessor shall obtain and keep in force during the Term of this
Lease a policy or policies of commercial general liability insurance covering all injuries occurring within the
building and the Premises. The policy or policies evidencing such insurance shall provide the following:

A. An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad
   naming the County of Orange, its elected and appointed officials, officers, agents and employees as
   an additional insured, or provide blanket coverage which will state, AS REQUIRED BY WRITTEN
   AGREEMENT;

B. A primary and non-contributory endorsement using ISO form CG 20 01 04 13, or a form at least as
   broad evidencing that the Lessor’s insurance is primary and any insurance or self-insurance
   maintained by the County of Orange shall be excess and non-contributing;

C. Lessor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10)
days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Lease, upon which the County may suspend or terminate this Lease.

D. Shall provide a limit of One Million Dollars ($1,000,000) per occurrence with a Two Million Dollars ($2,000,000) aggregate; and

E. The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings. Prior to the Commencement Date of this Lease and upon renewal of such policies, Lessor shall submit to County a Certificate of Insurance and required endorsements as evidence that the foregoing policy or policies are in effect.

If Lessor fails to procure and maintain the insurance required to be procured by Lessor under this Lease, County may, but shall not be required to, order such insurance and deduct the cost thereof plus any County administrative charges from the rent thereafter payable.

**County Insurance:** County shall maintain a program of self-insurance at its own expense for its liability exposures including commercial general liability with a minimum limit of $1,000,000 per occurrence and a $2,000,000 aggregate, auto liability with a minimum limit of $1,000,000 per occurrence, Workers Compensation with statutory limit and Employers’ Liability insurance with a $1,000,000 limit. Evidence of the County’s self-insurance shall be provided upon request, with Lessor and Lessor’s Property Manager named as an Indemnified Party on the County’s program of self-insurance.

22. **INDEMNIFICATION (3.1 SA)**

Lessor hereby agrees to indemnify, hold harmless, and defend County, its officers, agents, and employees, with counsel approved by County, against any and all claims, loss, demands, damages, cost, expenses or liability arising out of the ownership, maintenance or use of the Premises, except for liability arising out of the negligence of County, its officers, agents, or employees, including the cost of defense of any lawsuit arising therefrom.

County hereby agrees to indemnify, hold harmless, and defend Lessor, its officers, agents, and employees, against any and all claims, loss, demands, damages, cost, expenses or liability arising out of the use of the Premises, except for liability arising out of the negligence of Lessor, its officers, agents, or employees, including the cost of defense of any lawsuit arising therefrom. In the event County is named as co-defendant, Lessor shall notify County of such fact and shall represent County, with counsel approved by County, in such legal action unless County undertakes to represent itself as co-defendant in such legal action, in which event Lessor shall pay County’s litigation costs, expenses and attorneys’ fees.

In the event judgment is entered against County and Lessor because of the concurrent negligence of County and Lessor, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither Party shall request a jury apportionment.
23. TOXIC MATERIALS (3.2 SA)

County hereby warrants and represents that County will comply with all laws and regulations relating to the storage, use and disposal of hydrocarbon substances and hazardous, toxic or radioactive matter, including, but not limited to, those materials identified in Title 26 of the California Code of Regulations (collectively “Toxic Materials”). County shall be responsible for and shall indemnify and hold Lessor, its officers, directors, employees, agents, and representatives, harmless from and against all claims, costs and liabilities, including attorneys’ fees and costs arising out of or in connection with the storage, use, and disposal of Toxic Materials on the Premises by County. If the storage, use, and disposal of Toxic Materials on the Premises by County results in contamination or deterioration of water or soil resulting in a level of contamination greater than maximum allowable levels established by any governmental agency having jurisdiction over such contamination, County shall promptly take any and all action necessary to clean up such contamination.

Likewise, Lessor hereby warrants and represents that Lessor has in the past and will hereafter comply with all laws and regulations relating to the storage, use and disposal of Toxic Materials. If the previous, current and future storage, use, and disposal of Toxic Materials on the Premises by Lessor results in contamination or deterioration of water or soil resulting in a level of contamination greater than maximum allowable levels established by any governmental agency having jurisdiction over such contamination (and such violation does not arise out of any acts or omissions of County, its agents, employees or contractors), Lessor shall promptly take any and all action necessary to clean up such contamination.

24. BUILDING AND SAFETY REQUIREMENTS (3.3 SA)

During the Term and Extension Term(s) of this Lease, Lessor, at Lessor’s sole cost, agrees to maintain the Premises in compliance with all applicable laws, rules, regulations, building codes, statutes, and orders as they are applicable on the date of this Lease, and as they may be subsequently amended, including but not limited to the California Building Code, Title 24, Seismic Code, Fire and Life Safety requirements and, if applicable, California Green Building Standard Code, but only to the extent required by any governmental authority with jurisdiction thereof; provided, if any work is required to comply with any such laws, rules, regulations, building codes, statutes, and orders as a result of County’s specific use of the Premises (for other than office use) or any alterations made by County or the placement of County’s furniture, fixtures or equipment by County, then such work shall be performed by Lessor at the sole cost and expense of County.

Included in this provision is compliance with the Americans with Disabilities Act (“ADA”) and all other federal, state, and local codes, statutes, and orders relating to disabled access as they are applicable on the dates of this Lease, and as they may be subsequently amended and all regulations issued by the U. S. Attorney General or other agencies under the authorization of the ADA. However, Lessor shall not be responsible for any ADA violations resulting from alterations made by County or the placement of County’s furniture, fixtures or equipment by County.

Lessor shall use commercially reasonable efforts to repair and maintain the Premises as a “safe place of employment,” as defined in the California Occupational Safety and Health Act (California Labor Code, Division 5, Part 1, Chapter 3, beginning with Section 6400) and the Federal Occupational Safety and Health Act, where the provisions of such Act exceed, or supersede, the California Act, as the provisions of such Act are applicable on the date of this Lease, and as they may be subsequently amended. County agrees to notify Lessor of any repair or maintenance necessary within the Premises or Building to comply with such Act and Lessor agrees to diligently act to repair or maintain appropriately so long as such repair or maintenance of the
Premises is a Lessor expense as defined in Clause 19(A) (REPAIR MAINTENANCE, AND JANITORIAL SERVICES) above. In the event that such repair or maintenance is necessary and is the result of County negligence, provided that County approves a work order with associated expense estimate (which approval shall not be unreasonably withheld, conditioned or delayed), Lessor agrees to perform such repair or maintenance and County agrees to reimburse Lessor within thirty (30) days.

In the event Lessor defaults in its obligation to maintain said Premises as aforesaid, and such default continues beyond a reasonable period of time (given the circumstances) after the receipt of such notice, but in any event not later than thirty (30) days after receipt of such notice (or within five (5) business days in the case of an emergency) and such default adversely affects County's use and/or occupancy of the Premises, then County may, in accordance with the provisions of Section 9.B., at County's sole option, cure any such default by performance of any act, including payment of money, and subtract the actual and reasonable cost thereof from the Rent.

Should Lessor fail to comply with the provisions of this Clause, the County may also exercise those remedies set forth in Clause 19(B) (REPAIR MAINTENANCE, AND JANITORIAL SERVICES).

25. ASSIGNMENT AND SUBLETTING (3.4 SA)

A. General. County shall not assign this Lease or sublet the Premises in whole or in part without Lessor's prior written consent, which consent shall not be unreasonably withheld. Lessor shall respond in writing to County's request to assign this Lease or sublet all or any portion of the Premises within fifteen (15) days of County's request. In the event Lessor withholds consent to any such request by County, Lessor shall provide reasonable details of its reason for such withholding of consent. In the event Lessor fails to timely respond to County's request, Lessor shall be deemed to have approved such request. County hereby waives the provisions of Section 1995.310 of the California Civil Code, or any similar or successor Laws, now or hereinafter in effect, and all other remedies, including, without limitation, any right at law or equity to terminate this Lease, on its own behalf and, to the extent permitted under all applicable Laws, on behalf of the proposed transferee.

B. Justifications for Withholding Consent. By way of example and not limitation, Lessor shall be deemed to have reasonably withheld consent to a proposed assignment or sublease if in Lessor's reasonable opinion (i) the Premises are or may be in any way materially adversely affected thereby; (ii) the business reputation of the proposed assignee or subtenant is unacceptable; or (iii) the financial worth of the proposed assignee or subtenant is insufficient to meet the obligations of the subject sublease or assignment. Notwithstanding anything to the contrary contained herein, in no event shall it be reasonable for Lessor to withhold its consent on the basis that there is vacancy in the Building or based on the fact that the proposed assignee or sublessee currently leases space in the Building or has been or is currently in negotiations with Lessor to lease space at the Building.

C. Excess Profit. If County shall make any assignment or sublease, with Lessor's consent, for a rental in excess of the rent payable under this Lease, Lessor shall not be entitled to any of such excess which shall be held by County.

26. SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE (3.5 SA)

This Lease and all rights of the County hereunder are subject and subordinate to any mortgage or deed of trust which does now or may hereafter cover the Premises or any interest of Lessor therein, and to any and all
advances made on the security thereof, and to any and all increases, renewals, modifications, consolidations, replacements and extensions of any such mortgage or deed of trust except, insofar as County is meeting its obligations under this Lease, any foreclosure of any mortgage or deed of trust shall not result in the termination of this Lease or the displacement of County.

In the event of transfer of title of the Premises, including any proceedings brought for foreclosure or in the event of the exercise of the power of sale under any mortgage or deed of trust, or by any other transfer of title covering the Premises, County shall attorn to and recognize any subsequent title holder as the Lessor under all terms, covenants and conditions of this Lease. County’s possession of the Premises shall not be disturbed by the Lessor, or its successors in interest, and this Lease shall remain in full force and effect. Said attornment shall be effective and self-operative immediately upon succession of the current title holder, or its successors in interest, to the interest of Lessor under this Lease.

Notwithstanding the above, Lessor shall obtain and deliver to County a Subordination, Non-Disturbance and Attornment Agreement from Lessor’s Lender (consistent with the form attached hereto in Exhibit E), within ninety (90) days of the date of full execution of this Lease. The inability or failure of Lessor to obtain such Subordination, Non-Disturbance and Attornment Agreement shall not constitute a default by Lessor hereunder nor shall the same constitute a condition to the effectiveness of this Lease. Lessor shall use commercially reasonable efforts to obtain from all future lenders on the Premises, upon initiation of their interest in the Premises or within a reasonable time thereafter, a Subordination, Non-Disturbance and Attornment Agreement with County, thereby insuring County of the non-disturbance of its leasehold interests in the Premises. Said Subordination, Non-Disturbance and Attornment Agreement shall be in the form of County’s standard form Subordination, Non-Disturbance and Attornment Agreement with such modifications as may be reasonably requested by the lender or in a form approved by the Assessor, the Chief Real Estate Officer and County Counsel (taking into account such modifications as may be reasonably requested by the lender). Accordingly, notwithstanding anything to the contrary herein, County’s obligation to enter into an agreement to subordinate its interest under this Lease to a lien or ground lease not in existence as of the date of this Lease shall be conditioned upon the holder of such lien, or a ground lessor, as applicable, confirming in writing and substantially in the form of County’s standard form Subordination, Non-Disturbance and Attornment Agreement with such modifications as may be reasonably requested by the lender that County’s leasehold interest hereunder shall not be disturbed so long as no County Default exists under this Lease.

Foreclosure shall not extinguish this Lease, and any lender or any third party purchasing the Premises at foreclosure sale shall do so subject to this Lease and shall thereafter perform all obligations and be responsible for all liabilities of the Lessor under the terms of this Lease.

Upon recordation of a deed of foreclosure or a deed in lieu of foreclosure, County may, at its option, make all lease payments directly to Lender, and same shall be applied to the payment of any and all delinquent or future installments due under such note or deed of trust.

27. ESTOPPEL CERTIFICATE (3.6 SA)

County agrees that the Assessor shall furnish upon receipt of a written request from Lessor or the holder of any deed of trust or mortgage covering the Premises or any interest of Lessor therein (“Lessor Representative”), County’s standard form Estoppel Certificate (consistent with the form attached hereto in Exhibit E) containing information as to the current status of the Lease. Said standard form Estoppel Certificate shall be completed by County and delivered to Lessor within ten (10) business days of Lessor’s written request.
The *Estoppel Certificate* shall be approved by Chief Real Estate Officer and County Counsel and shall be processed and approved by Chief Real Estate Officer and County Counsel.

28. **DEFAULTS AND REMEDIES (3.7 SA)**

A. **County Default**: County shall be deemed in breach of this Lease if: a) in the event of any monetary breach of this Lease by County, Lessor shall notify County in writing of such breach, and County shall have ten (10) days from such notice in which to cure said breach or b) in the event of any non-monetary breach of this Lease, County fails within fifteen (15) days after receipt by County of written notice specifying wherein such obligation of County has not been performed; provided however, that if the nature of County's obligation is such that more than fifteen (15) days after such notice are reasonably required for its performance, then County shall not be in breach of this Lease if performance is commenced as soon as reasonably possible within such fifteen (15) day period and thereafter diligently pursued to completion (each, a “County Default”).

B. **Lessor Default**: Lessor shall be deemed in breach of this Lease if: a) in the event of any monetary breach of this Lease by Lessor, County shall notify Lessor in writing of such breach, and Lessor shall have ten (10) days from such notice in which to cure said breach or b) in the event of any non-monetary breach of this Lease, Lessor fails within fifteen (15) days after receipt by Lessor of written notice specifying wherein such obligation of Lessor has not been performed; provided however, that if the nature of Lessor's obligation is such that more than fifteen (15) days after such notice are reasonably required for its performance, then Lessor shall not be in breach of this Lease if performance is commenced as soon as reasonably possible within such fifteen (15) day period and thereafter diligently pursued to completion (each, a “Lessor Default”). Notwithstanding anything to the contrary contained in this Lease, in no event shall Lessor (or any successor landlord) be liable to County for any special, indirect, or consequential damages.

C. **County Remedies**: If the Lessor Default is a result of a monetary breach by Lessor in the payment of any amounts due hereunder, County may withhold such amount from the next scheduled Rent payment. County's remedies as the result of Lessor Default for monetary or non-monetary breach shall be the right to damages, injunctive relief, and/or any other rights at law or in equity, except as may otherwise be expressly provided herein.

D. **Lessor Remedies**: If the County Default is a result of a monetary breach by County in the payment of the Rent, pursuant to Clause 9 (RENT), Lessor may declare all rent payments to the end of County's current fiscal year to be due, including any delinquent rent from prior budget years. However, in no event shall Lessor be entitled to a remedy of acceleration of the total rent payments due over the Term of this Lease. Lessor's remedies as the result of County Default for monetary or non-monetary breach shall be the right to damages, injunctive relief, and/or any other rights at law or in equity. Subject to Clause 31 (DEBT LIMIT) below, such other rights shall include, without limitation, (i) the remedy described in California Civil Code Section 1951.2, and (ii) the remedy described in California Civil Code Section 1951.4 (Lessor may continue this Lease in effect after County's Default and abandonment and recover Rent as it becomes due, provided County has the right to sublet or assign, subject only to reasonable limitations).
29. LABOR CODE COMPLIANCE (3.8 SA)

Lessor acknowledges and agrees that the Work to be performed as a condition precedent to the Commencement Date of the Term of this Lease or any future County Requested Alterations performed by Lessor in accordance with this Section 17 shall be governed by, and performed in accordance with, the provisions of Article 2 of Chapter 1, Part 7, Division 2 of the Labor Code of the State of California (Sections 1770, et seq.), as applicable. These provisions may be applicable to improvements or modifications costing more than $1,000, unless an exception applies, including but not limited to the exception to the definition of public works under § 1720.2.

If applicable, pursuant to the provisions of Section 1773 of the Labor Code of the State of California, Lessor shall comply with the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality applicable to this Lease for each craft, classification, or type of workman needed to execute the aforesaid improvements or modifications, if and to the extent required under applicable laws, rules, regulations, building codes, statutes, and orders. The rates are available at the following website: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm from the Director of the State Department of Industrial Relations. Lessor shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates at all times for all improvements or modifications to be completed for County within the Premises. Lessor shall comply with the provisions of Sections 1775 and 1813 of the Labor Code.

As required by applicable law, Lessor shall use commercially reasonable efforts to cause the general contractor performing such improvements or modifications to maintain payroll records for all of its workers that will be assigned to such improvements or modifications. Said payroll records shall contain, but not be limited to, the complete name, address, telephone number, social security number, job classification, and prevailing wage rate for each worker. Upon request, Lessor shall request the contractor to provide the Assessor updated, certified payroll records for all workers that shall include, but not be limited to, the weekly hours worked, prevailing hourly wage rates, and total wages paid.

Except as expressly set forth in this Lease, nothing herein is intended to grant authority for Lessor to perform improvements or modifications on space currently leased by County or for which County has entered into a lease or lease amendment.

30. RIGHT TO WORK AND MINIMUM WAGE LAWS (3.9 SA)

In accordance with the United States Immigration Reform and Control Act of 1986, Lessor shall require its employees that directly or indirectly service the Premises or this Lease, in any manner whatsoever, to verify their identity and eligibility for employment in the United States. If applicable, Lessor shall also use commercially reasonable efforts to verify that its contractors or any other persons servicing the Premises or terms and conditions of this Lease, in any manner whatsoever, verify the identity of their employees and their eligibility for employment in the United States.

Pursuant to the United States of America Fair Labor Standard Act of 1938, as amended, and State of California Labor Code, Section 1178.5, Lessor shall pay no less than the greater of the Federal or California Minimum Wage to all its employees that directly or indirectly service the Premises, in any manner whatsoever. Lessor shall use commercially reasonable efforts to verify that all its contractors or other persons servicing the Premises on behalf of the Lessor also pay their employees no less than the greater of the Federal or California Minimum Wage.
Lessor shall comply and use commercially reasonable efforts to verify that its contractors comply with all other Federal and State of California laws for minimum wage, overtime pay, record keeping, and child labor standards pursuant to the servicing of the Premises or terms and conditions of this Lease.

Notwithstanding the minimum wage requirements provided for in this clause, Lessor, where applicable, shall comply with the prevailing wage and related requirements, as provided for in Clause 29 (LABOR CODE COMPLIANCE) of this Lease, if and to the extent required under applicable laws, rules, regulations, building codes, statutes, and orders.

31. DEBT LIMIT (4.0 SA)

Lessor acknowledges and agrees that the obligation of the County to pay rent under this Lease is contingent upon the availability of County funds which are appropriated or allocated by the County’s Board of Supervisors for the payment of rent hereunder. In this regard, in the event that this Lease is terminated due to an uncured default of the County hereunder, Lessor may declare all rent payments to the end of County’s current fiscal year to be due, including any delinquent rent from prior budget years. In no event shall Lessor be entitled to a remedy of acceleration of the total rent payments due over the Term of the Lease. The Parties acknowledge and agree that the limitations set forth above are required by Article 16, section 18, of the California Constitution. Lessor acknowledges and agrees that said Article 16, section 18, of the California Constitution supersedes any law, rule, regulation or statute, which conflicts with the provisions of this paragraph. Notwithstanding the foregoing, Lessor may have other rights or civil remedies to seek relief due to the County’s Default under the Lease.

32. COUNTY PROPERTY (4.1 SA)

All trade fixtures, merchandise, inventory, telecommunications equipment, supplemental air conditioning equipment and all personal property placed in or about the Premises by, at the direction of or with the consent (express or implied) of the County, its employees, agents, licensees or invitees (“County Property”), shall be at the sole risk of the County, and Lessor shall not be liable for any loss of or damage to County Property resulting from any cause whatsoever unless such loss or damage is the result of Lessor’s gross negligence or willful misconduct and not otherwise waived pursuant to Clause 33 (LESSOR’S RIGHT OF ENTRY) below. Lessor hereby waives any and all lien rights, whether statutory or common law or established pursuant to this Lease, that Lessor may have as “landlord” with respect to any and all County Property presently or which may hereafter be situated within the Premises.

33. LESSOR’S RIGHT OF ENTRY (4.2 N)

Upon reasonable verbal notice (which shall not be less than forty-eight (48) hours) to County and in the presence of County, except in an emergency (which shall mean immediate risk of injury to person or property) in which case no notice shall be required, Lessor, its agents, employees and contractors and any mortgagee of the Premises shall have the right to enter the Premises during regular business hours (a) to inspect the Premises; (b) to exhibit the Premises to prospective tenants during the last six (6) months of Term or any Extension Term, as applicable, or any time County is in material default hereunder, or purchasers of the Premises; (c) for any purpose which Lessor shall deem necessary for the operation and maintenance of the Premises; and (d) to abate any condition which constitutes a violation of any covenant or condition of this Lease.
34. SIGNAGE (4.3 N)

Lessor shall provide, as part of the Work, standard Building identification outside of the Premises as well as standard Building eyebrow, lobby, directory and monument signage. All signage shall be pursuant to the project sign criteria and approval by the City of Orange. All costs associated with the installation, maintenance, and removal of such signage shall be at County's sole cost and expense. Such signage is subject to Lessor review and approval and shall comply with all applicable laws and zoning and site plan requirements and shall be consistent with Exhibit G which is attached hereto and made a part hereof.

35. AUTHORITY (4.4 SA)

County and Lessor each warrant that the persons executing this Lease below on behalf of such Party have the power and authority to bind County or Lessor, as applicable, to this Lease.

36. LEASE ORGANIZATION (4.5 SA)

The various headings in this Lease, the numbers thereof, and the organization of the Lease into separate sections and paragraphs are for purposes of convenience only and shall not be considered otherwise.

37. SUCCESSORS IN INTEREST (4.6 SA)

Unless otherwise provided in this Lease, the terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators, and assigns of all the Parties hereto. In the event Lessor transfers its interest in the Premises or the Building, and the transferee assumes in writing, which shall be delivered to County, all rights, obligations and liabilities of Lessor under the Lease that accrue from and after the date of such transfer on an occurrence and not claims-made basis, then Lessor shall be released from liability hereunder which accrues on an occurrence and not claims-made basis, after the date of such transfer.

38. AMENDMENT (4.7 SA)

This Lease sets forth the entire agreement between Lessor and County and any modification must be in the form of a written amendment.

39. PARTIAL INVALIDITY (4.8 SA)

If any term, covenant, condition, or provision of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

40. WAIVER OF RIGHTS (4.9 SA)

The failure of Lessor or County to insist upon strict performance of any of the terms, conditions, and covenants in this Lease shall not be deemed a waiver of any right or remedy that Lessor or County may have, and shall not be deemed a waiver of any right or remedy for a subsequent breach or default of the terms, conditions, and covenants herein contained.
41. HOLDING OVER (5.0 SA)
In the event County shall continue in possession of the Premises after the Term of this Lease, such possession shall not be considered a renewal of this Lease but a tenancy at sufferance and shall be governed by the conditions and covenants contained in this Lease; provided, however, the first three (3) months after the Term expires, County shall pay the existing Rent amount. Thereafter, County shall pay one hundred and twenty-five percent (125%) of the Rent last due under this Lease.

42. EARTHQUAKE SAFETY (5.1 SA)
Lessor hereby confirms that to the best of Lessor's knowledge, the Premises was in compliance with all applicable seismic safety regulations and building codes at the time of construction.

43. QUIET ENJOYMENT (5.2 SA)
Lessor agrees that, subject to the terms, covenants and conditions of this Lease, County may, upon observing and complying with all terms, covenants and conditions of this Lease, peaceably and quietly occupy the Premises.

44. ADMINISTRATIVE COSTS (5.3 SA)
Lessor shall compensate County for the administrative costs absorbed by County which occur as a result of negotiating and administering documents (i.e., Non-Disturbance and Attornment Agreements and Estoppel Certificates) ninety (90) days after the commencement of this Lease if required to satisfy Lessor's Lender whether or not said Lender decides to grant a loan to Lessor. Said compensation amount shall be determined by multiplying the hourly rate of the staff by the number of hours spent to negotiate, prepare and execute said documents and shall be paid to County within thirty (30) days of Lessor's receipt of County’s invoice for said administrative services. Said administrative costs shall not exceed five hundred dollars ($500.00). Should Lessor fail to compensate County within said thirty (30) days, County has the option to deduct the amount from Rent payable.

45. GOVERNING LAW AND VENUE (5.4 SA)
This agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure section 394.

46. ATTORNEYS’ FEES (5.5 SA)
In the event of a dispute between Lessor and County concerning claims arising out of this Lease, or in any action or proceeding brought to enforce or interpret any provision of this Lease or where any provision hereof is validly asserted as a defense, each Party shall bear its own attorneys’ fees and costs.

47. TIME (5.6 SA)
Time is of the essence of this Lease.
48. INSPECTION OF PREMISES BY A CERTIFIED ACCESS SPECIALIST (5.7 N)

In accordance with California Civil Code 1938(e), “A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or Lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The Parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.”

Pursuant to California Civil Code 1938, Lessor hereby represents that the Premises has not undergone an inspection by a certified access specialist and no representations are made with respect to compliance with accessibility standards. However, if it is determined that a violation of handicapped access laws (including the Americans with Disabilities Act) existed at the Premises as of the Commencement Date, Lessor shall correct such non-compliance at Lessor’s cost. Otherwise, the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the Premises shall be allocated as provided in Clause 24 (BUILDING AND SAFETY REQUIREMENTS) of this Lease.

49. FORCE MAJEURE (5.8 SA)

For purposes of this Lease, the term “Force Majeure” means any of the following events which are beyond the control of either Party: act of God, unavailability of equipment or materials (but only if such equipment and materials were ordered in a timely fashion), enemy or terrorist act, act of war, riot or civil commotion, strike, lockout or other labor disturbance, fire, earthquake, explosion, governmental delays (including nonstandard delays in issuance of any permit or other necessary governmental approval or the scheduling of any inspections or tests), nonstandard delays by third party utility providers, or any other matter of any kind or character beyond the reasonable control of the Party delayed or failing to perform under this Lease despite such Party’s best efforts to fulfill the obligation. “Best Efforts” includes reasonably anticipating any potential force majeure event and addressing the effects of any such event (a) as it is occurring and (b) after it has occurred, to prevent or minimize any resulting delay to the extent reasonably practical. Force Majeure shall not include inability to obtain financing or other lack of funds. Lessor and County shall be excused for the period of any delay in the performance of any obligation hereunder when such delay is occasioned by Force Majeure.

50. CONDEMNATION (5.9 SA)

If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively, “Condemnation”), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. If all or a material portion of the rentable area of the Premises are taken by Condemnation, County may, at County’s option, to be exercised in writing within ten (10) days after Lessor shall have given County written notice of such taking (or in the absence of such notice, within ten (10) days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. Lessor shall also have the right to terminate this Lease if there is a taking by Condemnation of any portion of the Building or property which would have a material adverse effect on Lessor’s ability to profitably operate the remainder
of the Building. If neither Party terminates this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in proportion to the reduction in utility of the Premises caused by such Condemnation. Condemnation awards and/or payments shall be the property of Lessor, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken or for severance damages. County hereby waives any and all rights it might otherwise have pursuant to Section 1265.130 of the California Code of Civil Procedure, or any similar or successor Laws.

51. CONSENT OR APPROVAL (6.0 SA)

Unless expressly stated otherwise, where the consent or approval of a Party is required, such consent or approval will not be unreasonably withheld, conditioned or delayed.

52. UNENFORCEABLE PROVISIONS (6.1 SA)

If any paragraph or clause hereof shall be determined illegal, invalid or unenforceable, it is the express intention of the Parties hereto that the remainder of the Lease shall not be affected thereby, and it is also the express intentions of the Parties hereto that in lieu of each paragraph or clause of this Lease which may be determined to be illegal, invalid or unenforceable, there may be added as a part of this Lease a paragraph or clause as similar in terms to such illegal or invalid or unenforceable paragraph or clause as may be possible and may be legal, valid and enforceable.

53. CIRCUMSTANCES WHICH EXCUSE PERFORMANCE (6.2 SA)

If either Party hereto shall be delayed or prevented from the performance of any act required hereunder by reason of Force Majeure as defined above in Clause 49 (FORCE MAJEURE), performance of such act shall be excused for the period of the delay; and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Financial inability shall not be considered a circumstance excusing performance under this Lease.

54. STATE AUDIT (6.3 SA)

Pursuant to and in accordance with Section 8546.7 of the California Government Code, in the event that this Lease involves expenditures and/or potential expenditures of State funds aggregating in excess of ten thousand dollars ($10,000), Lessor shall be subject to the examination and audit of the Auditor General of the State of California for a period of three years after final payment by County to Lessor under this Lease. The examination and audit shall be confined to those matters connected with the performance of the contract, including, but not limited to, the costs of administering the contract.

55. DESTRUCTION OF OR DAMAGE TO PREMISES (6.4 N)

"Partial Destruction" of the Premises shall mean damage or destruction to the Premises, for which the repair cost is less than twenty-five percent (25%) of the then replacement cost of the Premises (including tenant improvements), excluding the value of the land.

"Total Destruction" of the Premises shall mean damage or destruction to the Premises, for which the repair cost is twenty-five percent (25%) or more of the then replacement cost of the Premises (including tenant improvements), excluding the value of the land.
In the event of a Partial Destruction of the Premises, Lessor shall promptly pursue completion of all repairs necessary to restore the Premises to the condition which existed immediately prior to said Partial Destruction. Said restoration work (including any demolition required) shall be commenced by Lessor, at Lessor’s sole cost, within sixty (60) days of the occurrence of said Partial Destruction or within an extended time frame as may be authorized, in writing, by County. The Partial Destruction of the Premises shall in no way render this Lease and/or any option to purchase, granted herein, null and void; however, rent payable by County under the Lease shall be abated in proportion to the extent County’s use and occupancy of the Premises is adversely affected by said Partial Destruction, demolition, or repair work required thereby. Should Lessor fail to complete necessary repairs, for any reason, within two hundred seventy (270) days, or other time frame as may be authorized by County, County may, at County’s sole option, terminate the Lease.

In the event of Total Destruction of the Premises or the Premises being legally declared unsafe or unfit for occupancy, this Lease and/or any option granted herein shall in no way be rendered null and void and Lessor shall promptly instigate action to rebuild or make repairs, as necessary, to restore the Premises (including replacement of all tenant improvements) to the condition which existed immediately prior to the destruction. All rent payable by County shall be abated until complete restoration of the Premises. In the event Lessor refuses to diligently pursue or is unable to restore the Premises to an occupiable condition (including replacement of all tenant improvements) within 270 days of the occurrence of said destruction or within an extended time frame as may be authorized, in writing, by County, County may, at County’s sole option, terminate this Lease.

Notwithstanding anything to the contrary in this Clause 55, Lessor and County shall each have the right to terminate this Lease, exercisable by notice to the other Party within one hundred and twenty (120) days after the damage or destruction, in each of the following instances: (i) If more than fifty percent (50%) of the full insurable value of the Building is damaged or destroyed, whether or not the Premises are damaged; or (ii) If the Premises or the Building sustains Total Destruction or the Premises is legally declared unsafe or unfit for occupancy during the last twelve (12) months of the Term, in which case notice of termination shall be given as soon as is commercially reasonable.

Further, Lessor, at County’s request and subject to availability, shall endeavor to provide a suitable, County-approved temporary facility ("Temporary Facility") for County’s use during the restoration period for the Premises. The Temporary Facility may be leased at market rate, under a short-term lease, for which the County will reimburse Lessor the cost thereof, on a monthly basis.

Lessor and County hereby waive the provisions of California Civil Code Section 1932(2) and Section 1933(4) which permit termination of a lease upon destruction of the leased premises, and the provisions of any similar law now or hereinafter in effect, and the provisions of this Clause 55 shall govern exclusively in case of such destruction.

56. SECURITY SERVICES (6.5 SA)

During the Term (as the same may be extended), County may, at its sole cost and expense, engage its own security personnel to provide security to the Premises and to County’s employees, personnel, agents, licensees and/or invitees going to and from the Premises. Such security personnel shall be solely for the benefit of County and shall not be relied on by Lessor. County shall indemnify, defend and hold Lessor harmless from any third-party claim (including reasonable legal defense costs) arising from or in connection with County’s security personnel being present at the Premises or Facility.
57. COMMISSION (6.6 SA)

County’s obligations and responsibilities under this Lease are contingent upon the Lessor paying to County’s broker, Jones Lang LaSalle, a market commission of Eight Hundred Ninety-Four Thousand Five Hundred Seventy-Seven and 35/100 Dollars ($894,577.35) as a result of this lease transaction. Said commission shall be paid to Jones Lang LaSalle in accordance with a separate agreement between Lessor and Jones Lang LaSalle. Should Jones Lang LaSalle not receive the above amount within the specified time period, County may pay such amount owing and may deduct any unpaid amount from future Rent.

58. NOTICES (6.7 SA)

All written notices pursuant to this Lease shall be addressed as set forth below or as either Party may hereafter designate by written notice and shall be deemed received upon personal delivery, delivery by facsimile machine, electronic mail, or seventy-two (72) hours after deposit in the United States Mail.

To: Lessor
Orange County Realty Investors LLC
c/o UBS Realty Investors LLC
455 Market Street, Suite 1000
San Francisco, California 94105-2443
Attention: Asset Manager, Union Bank

with simultaneous copies to:
UBS Realty Investors LLC
Ten State House Square, 15th Floor
Hartford, Connecticut 06103-3604
Attention: General Counsel

and

Madison Marquette
500 South Main Street, Suite 110
Orange, California 92868
Attention: Property Manager

To: County
Assessor of Orange County
500 South Main Street, Suite 103
Orange, California 92868
Attention: Director, Administrative Services

With a copy to:
County Executive Office
333 W. Santa Ana Boulevard, 3rd Floor
Santa Ana, California 92701
Attention: Thomas A. Miller, Chief Real Estate Officer

59. APPLICATION OF CALIFORNIA CODE SECTIONS (N)

County waives (for itself and all persons claiming under Tenant) the provisions of Civil Code Sections 1941 and 1942 with respect to Lessor’s repair duties and County’s right to repair; and any right of redemption or reinstatement of County under any present or future case law or statutory provision (including Code of Civil Procedure Sections 473 and 1179 and Civil Code Section 3275) in the event County is dispossessed from the Premises for any reason. This waiver applies to future statutes enacted in addition to or in substitution for the statutes specified herein.
60. ATTACHMENTS (6.8 S)

This Lease includes the following, which are attached hereto and made a part hereof:

EXHIBITS
Exhibit A - Description of Premises
Exhibit B - Depiction of Premises
Exhibit C - Work Letter
Exhibit D - Janitorial Specifications
Exhibit E - Form of Subordination, Non-Disturbance and Attornment and Estoppel Certificate
Exhibit F - Commencement Letter
Exhibit G - Signage

*Remainder of Page Intentionally Blank*
IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

APPROVED AS TO FORM:

OFFICE OF COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

By: ________________________________ 1-17-19
Deputy

RECOMMENDED FOR APPROVAL:
ASSESSOR OF ORANGE COUNTY

By: ________________________________
Director of Administration

COUNTY EXECUTIVE OFFICE

By: ________________________________
Real Estate Manager

COUNTY
COUNTY OF ORANGE

Thomas A. Miller, Chief Real Estate Officer
County Executive Office Per Minute Order dated
04/23/2019 of the Board of Supervisors

Date: ________________________________

LESSOR

ORANGE COUNTY REALTY INVESTORS LLC
By: South Main Street Investors LLC, its manager
By: TPF Equity REIT Operating Partnership LP, its sole member
By: TPF Equity REIT Operating Partnership GP LLC, its general partner

Name: ______________________________
Its: ______________________________

Name: ______________________________
Its: ______________________________
EXHIBIT A

DESCRIPTION OF PREMISES

PROJECT NO: CEO/ALS/ASR-019-017
PROJECT: Assessor

DATE: 4/16/19
VERIFIED BY: Laurel Tippet

NOT TO BE RECORDED
EXHIBIT B
DEPICTION OF PREMISES

Basement:

1st Floor:
EXHIBIT C

WORK LETTER

This Work Letter shall supplement the terms and conditions relating to the construction of the Work in the Premises as set forth in Clause 13 (CONSTRUCTION) of the Lease. If any conflict shall arise between this Exhibit C and the Lease, the terms and conditions of the Lease shall prevail. This Work Letter is essentially organized chronologically and addresses the issues of the construction, in sequence, as such issues will arise during the actual construction of the Premises. All references in this Work Letter to Clauses or Sections of "this Lease" or "the Lease" shall mean the relevant portion of Clauses 1 through 60 of the Lease to which this Work Letter is attached as Exhibit C and of which this Work Letter forms a part, and all references in this Work Letter to Sections of "this Work Letter" shall mean the relevant portion of Sections 1 through 6 of this Work Letter. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Lease.

SECTION 1. - CONSTRUCTION DRAWINGS FOR THE PREMISES

Space Plan. Lessor and County have approved that certain space plan for construction of the Work attached hereto as Schedule 2 (collectively, the "Final Space Plan"). Lessor shall be entitled to rely upon all plans, drawings and information supplied by or for County in preparing the Final Space Plan. The depiction of cubicles, modules, furniture and equipment in the Final Space Plan is for illustrative purposes only, and Lessor is not required to provide, install or construct any such items.

Final Working Drawings. Lessor and its architect and engineers shall complete the architectural and engineering drawings for the Premises. The final architectural working drawings shall be in a form which is complete to allow subcontractors to bid on the Work and to obtain all applicable permits (collectively, the "Final Working Drawings") and shall submit the same to County for County's approval, such approval not to be unreasonably withheld, conditioned or delayed. County shall approve or reasonably disapprove any draft of the Final Working Drawings within seven (7) business days after County's receipt thereof; provided, however, that (i) County shall not be entitled to disapprove any portion, component or aspect of the Final Working Drawings which are consistent with the Final Space Plan, unless County agrees to pay for the additional cost (if any) resulting from such change in the Final Space Plan as part of the over-allowance amount pursuant to Section 2 below and County acknowledges that any delay resulting therefrom shall be a delay caused by County, and (ii) any disapproval of the Final Working Drawings by County shall be accompanied by a detailed written explanation of the reasons for County's disapproval. Failure of County to reasonably disapprove any draft of the Final Working Drawings within said seven (7) business day period shall be deemed to constitute County's approval thereof. This process shall be repeated until the Final Working Drawings have been approved; it being agreed that County's right to raise objections (following County's initial objections to Lessor's first submission of the Final Working Drawings) shall be limited to (a) the revisions made to the previous submission of the Final Working Drawings in order to address County's prior objections or changes which are derivative of changes resulting from such prior objections and/or (b) revisions to design elements not previously a part of the Final Working Drawings previously submitted to County. The Final Working Drawings, as approved by Lessor and County, may be referred to herein as the "Approved Working Drawings." County shall make no changes or modifications to the Final Space Plan or the Approved Working Drawings without the prior written consent of Lessor, which consent may be withheld in Lessor's sole discretion if such change or modification would directly or indirectly delay the Substantial Completion of the Work or increase the cost of designing or constructing the Work. Lessor shall promptly submit the Approved Working Drawings to the appropriate municipal authorities for all applicable building permits necessary to allow Contractor as that term is defined in Section 4, below, to commence and fully complete the construction of the Work (the "Permits"). County shall cooperate with Lessor in promptly executing permit applications.
and performing other ministerial acts reasonably necessary to enable Lessor to obtain any such permit or certificate of occupancy. No changes, modifications or alterations in the Approved Working Drawings may be made without the prior written consent of Lessor, provided that Lessor may withhold its consent, in its sole discretion, to any change in the Approved Working Drawings if such change would directly or indirectly delay the Substantial Completion of the Work.

SECTION 2. - TIME DEADLINES (AS DEFINED IN SCHEDULE 1)

County shall reasonably cooperate with the Lessor, its architect, and the engineers to complete all phases of the construction drawings and the permitting process and to receive the Permits, and to complete the Work through Contractor (as defined below in Section 4) as soon as possible after the execution of the Lease, and, in that regard, shall meet with Lessor on a scheduled basis to be determined by Lessor, to discuss the progress in connection with the same. The applicable dates for approval of items, plans and drawings as described in this Section 1, above, and in this Work Letter are set forth and further elaborated upon in Schedule 1 attached hereto. County agrees to comply with the timeline in Schedule 1.

SECTION 3. - ALLOWANCE AMOUNT EXCEEDED

In the event that after County’s execution of this Lease, any revisions, changes, or substitutions shall be made to (i) the Space Plan, (ii) the Approved Working Drawings (once the same are completed), (iii) the Work, or in the event that County requests revisions, changes, or substitutions which cause the Approved Working Drawings to not be a logical extension of the Space Plan, then any additional costs which arise in connection with such revisions, changes or substitutions shall be paid by County to Lessor within sixty (60) days following receipt of Lessor’s written request therefor or as otherwise provided in the Lease. In addition, if the cost of the Work exceeds the amount of the County Allowance, County shall pay the excess amount to Lessor within sixty (60) days following receipt of Lessor’s written request therefor.

SECTION 4. - CONTRACTOR’S WARRANTIES AND GUARANTIES

Lessor shall assign to County all warranties and guaranties by the Contractor who constructs the Work (the “Contractor”) relating to the Work and pursuant to said assignment, County hereby waives all claims against Lessor relating to, or arising out of the construction of, the Work. Lessor shall independently retain Contractor to construct the Work in accordance with the Approved Working Drawings and Lessor shall supervise the construction by Contractor.

SECTION 5. - COUNTY’S COVENANTS

County hereby indemnifies Lessor for any loss, claims, damages or delays arising from the negligence, acts or omissions of County, its agents, including, but not limited to any space planner, architect or engineer hired by County in connection with the Work.

SECTION 6. - MISCELLANEOUS

6.1 Freight Elevators. Lessor shall, make an elevator reasonably available to County in connection with initial decorating, furnishing and moving into the Premises, if applicable.

6.2 County’s Representative. County has designated the Assessor as its sole representative with respect to the matters set forth in this Work Letter, who, until further notice to Lessor, shall have full authority and responsibility to act on behalf of the County as required in this Work Letter.
6.3 **Lessor's Representative.** Lessor has designated Gayla McPherson
Gayla.McPherson@madisonmarquette.com as its sole representative with respect to the matters set forth in
this Work Letter, who, until further notice to County, shall have full authority and responsibility to act on
behalf of the Lessor as required in this Work Letter.

6.4 **Time of the Essence in This Work Letter.** Unless otherwise indicated, all references herein to a number
of days shall mean and refer to calendar days. In all instances where County is required to approve or deliver
an item, if no written notice of approval is given or the item is not delivered within the stated time period, at
Lessor's sole option, at the end of such period the item shall automatically be deemed approved or delivered
by County and the next succeeding time period shall commence.

6.5 **Cooperation by County.** County acknowledges that the timing of the completion of the Approved
Working Drawings and the Work is of the utmost importance to Lessor. Accordingly, County hereby agrees
to fully and diligently cooperate with all reasonable requests by Lessor in connection with or related to the
design and construction of the Work, and in connection therewith, shall respond to Lessor's requests for
information and/or approvals, except as specifically set forth herein to the contrary, within ten (10) business
days following request by Lessor.

6.6 **Punch List.** Upon Substantial Completion of the Work, Lessor and County shall comply with the terms
and conditions of Clause 13D (CONSTRUCTION) of the Lease with respect to preparation of a punch list and
completion of such punch list items.
### SCHEDULE 1 TO WORK LETTER

Estimated Schedule of the Work

<table>
<thead>
<tr>
<th>Activity</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mutual Lease Execution</td>
<td>April 23, 2019</td>
</tr>
<tr>
<td>Design and Construction Drawings</td>
<td>May 15, 2019</td>
</tr>
<tr>
<td>Plan Check/Permit Approval</td>
<td>June 15, 2019</td>
</tr>
<tr>
<td>Construction: Interior Tenant Improvements</td>
<td>August 31, 2019</td>
</tr>
<tr>
<td>Tenant FF&amp;E/Security/IT Installation</td>
<td>September 15, 2019</td>
</tr>
<tr>
<td>Substantial Completion Date</td>
<td>October 1, 2019</td>
</tr>
</tbody>
</table>
SCHEDULE 2 TO WORK LETTER

Final Space Plan

Basement

1st Floor:
9th Floor:

10th Floor:
11th Floor:
EXHIBIT D

JANITORIAL SPECIFICATIONS

It is the intent of this Exhibit to provide general guidelines for minimum janitorial service. Any absence of a specific janitorial service from this Exhibit does not relieve Lessor of the obligation to provide such service should it become necessary. Janitorial services as required in Clause 19 (REPAIR, MAINTENANCE AND JANITORIAL SERVICE), of this Lease, shall be inclusive of, but not limited to, the services as detailed below:

OFFICE AREAS

NIGHTLY: Sunday through Thursday, inclusive. (County of Orange Holidays excepted).

1. Empty and clean all waste receptacles, supply liners for waste receptacles, replace light bulbs and fluorescent tubes, remove waste materials from the Premises and wash receptacles as necessary;
2. Mop all uncarpeted areas;
3. Vacuum all carpeted areas in offices, lobby and corridors;
4. Hand-dust all office furniture, fixtures and all other horizontal surfaces (no more than twice per week);
5. Remove all finger marks and smudges from doors, door frames, around light switches, private entry glass and partitions;
6. Wash, clean and polish water fountain;
7. Spot clean carpet as necessary;
8. Clean sink and wipe down tables and counter areas in all break areas and coffee bars and fill all soap and paper towel dispensers.

WEEKLY:

1. Wipe clean and polish all metal and bright work;
2. Mop all resilient flooring;
3. Dust in place all picture frames, charts, graphs, and similar wall hangings;
4. Spot-clean all wall marks;
5. Sweep all sidewalks and ramps (provided that sweeping will not be performed by Lessor’s janitorial vendor).

MONTHLY:

1. Dust all mini-blinds within the Premises;
2. Vacuum high moldings and other areas not reached by nightly or weekly cleaning;
3. Scrub and buff uncarpeted floors.
SEMI-ANNUALLY:
1. Clean ceiling light diffusers;
2. Clean interior walls, as needed;
3. All interior windows of the building are to be cleaned once per annum and all exterior windows of the building are to be cleaned semi-annually.

RESTROOMS
NIGHTLY:
1. Clean and damp-mop floors;
2. Wash all mirrors, bright work and enameled surfaces;
3. Wash and sanitize all basins, bowls, urinals, and toilet seats;
4. Dust, clean, and wash where necessary, all partitions, tile walls, dispensers, and receptacles;
5. Empty and sanitize all receptacles and sanitary napkin disposals;
6. Provide materials and fill all toilet tissue, towel, seat cover, sanitary napkin, and soap dispensers.

MONTHLY:
1. Machine strip restroom floors and apply finish/sealer where applicable (quarterly, not monthly);
2. Wash all partitions, tile walls, and enamel surfaces;
3. Vacuum all louvers, vents, and dust light fixtures.

MISCELLANEOUS SERVICES
1. Maintain building lobby, corridors, and other public areas in a clean condition;
2. Parking lot is to be cleaned on a monthly basis (provided that parking lot cleaning will not be performed by Lessor’s janitorial vendor);
3. Scrub and buff uncarpeted floors as needed (estimated one time per quarter).

SUSTAINABILITY
County seeks to promote sustainability principles into its business operation by promoting responsible use of materials and equipment and encourages Lessor to adopt a similar business philosophy in maintaining the Premises. Some possible sustainability concepts and practices Lessor may promote in its sustainability plan include, but is not limited to the following:
1. Utilizing green suppliers/vendors
2. Recycling and resource recovery
3. Identify and utilize energy efficient products

4. Cost and value appropriately sustainability options
EXHIBIT E
SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT

THIS IS A SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT, made ________________, 2017, by and between the County of Orange ("County") and ________________ ("Lender").

A. By lease dated ________________, ("Lease"), ________________ ("Lessor") leased to County and County leased from Lessor those certain Premises described as ________________, Orange, California.

B. Lender is the holder or about to become the holder of a mortgage or Deed of Trust ("Note") which constitutes or will constitute a lien against the Premises leased by County pursuant to the aforesaid Lease.

C. Lender has requested that County execute a Subordination, Attornment and Non-Disturbance Agreement in accordance with the terms of the Lease.

NOW, THEREFORE, the parties hereto do hereby agree as follows:

1. Subject to the terms and conditions of the Lease, all rights of County thereunder are or shall become subordinate to the Note and to any and all advances made on the security thereof, and to any and all increases, renewals, modifications, consolidations, replacements and extensions thereof.

2. In the event that Lender succeeds to the interest of Lessor under the Lease, by reason of foreclosure of the Note, by other proceedings brought to enforce any rights of Lender under the Note, by deed in lieu of foreclosure, or by any other method, County shall promptly attorn to Lender under all of the terms, covenants, and conditions of the Lease for the balance of the then-current term (and any extension or renewals thereof which may be effective in accordance with any option therefor contained in the Lease), with the same force and effect as if Lender were the Lessor under the Lease. Lender or its successors in interest shall not disturb the interests of County under said Lease, but shall allow said interests to continue in full force and effect for the balance of the then-current term and any extension available to County which may be provided in accordance with the Lease. Said attornment shall be effective and self-operative immediately upon Lender's succession to the interest of Lessor under the Lease.

3. This agreement may not be modified orally or in any manner other than by written agreement signed by the parties hereto or their respective successors or assigns. All of the terms, covenants, and conditions herein shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

COUNTY:

By: ___________________________ Date: ________________
Thomas A. Miller, Chief Real Estate Officer
County Executive Office
Per Resolution No. 98-75 and Minute Order 3/10/1998 of the Board of Supervisors

APPROVAL AS TO FORM
County Counsel
By: ___________________________ Date: ________________
Deputy

LENDER:

(Lender Name, same as above)

By: ___________________________

Name: _________________________ (Print)

Title: __________________________
ESTOPPEL CERTIFICATE

TO:

As of the date of this Estoppel Certificate the undersigned, as a "tenant" under that lease dated _______ __ ___ ., between ___________________________ ("Lessor") and the County of Orange, a political subdivision of the State of California ("County"), does hereby acknowledge the following:

1. The aforesaid lease, subject to article 2 below, constitutes the entire agreement between Lessor and County and is in full force and effect.

2. (Check One)

☐ The aforesaid lease has not been modified, altered, or amended.

☐ The aforesaid lease has been modified pursuant to that document(s) attached hereto.

3. The term of the lease is _______ years. The lease commenced on __________________ and will expire on _________________.

4. The term of the lease is subject to County's option to terminate/extend as follows:

______________________________________________________________________________

5. The lease rental rate is $________ per month, no rent has been paid in advance except as set forth in the lease, and County (in its capacity as "tenant," and not as a governmental agency) has received no notice of a prior assignment, hypothecation, or pledge of the lease from Lessor.

6. County has accepted and is now in possession of the leased premises.

7. The addresses for notices to be sent to County are set forth in Clause (__________________________) of the lease.

8. County has no charge, lien, or claim of offset under this lease against rents or other charges due or to become due and, to the actual knowledge of County, Lessor is not now in default under the lease.

APPROVED AS TO FORM
OFFICE OF COUNTY COUNSEL
______________________________
Deputy

COUNTY
COUNTY OF ORANGE

By:____________________________________
Thomas A. Miller, Chief Real Estate Officer
County Executive Office/Real Estate

Certificate Date: ____________________________
EXHIBIT F
COMMENCEMENT LETTER

Date:

To:

County of Orange
Assessor
Attn: Director, Administrative Services

County Executive Office
333 W. Santa Ana Boulevard, 3rd Floor
Santa Ana, CA 92701
Attention: Thomas A. Miller, Chief Real Estate Officer

Re: Lease dated __________, 2019, between ORANGE COUNTY REALTY INVESTORS LLC, a Delaware limited liability company, (hereinafter referred to as “Lessor”) and the COUNTY OF ORANGE, a political subdivision of the State of California (hereinafter referred to as “County”) concerning that certain property described in the Lease consisting of __________ (_____) rentable square feet (“RSF”) in the building located at 500 S. Main Street, Orange, California.

In accordance with the Lease (the “Lease”), we wish to advise you and/or confirm as follows:

1. That the date of Substantial Completion of the Premises has occurred [and that the County Allowance has been utilized in full by Lessor to complete the Work].

2. That County has accepted and is in possession of the Premises, and acknowledges that under the provisions of the Lease, the Commencement Date is [______________].

3. That in accordance with the Lease, Rent for the Premises commenced to accrue on ____________________.

4. The exact number of rentable square feet within the Premises is ______ rentable square feet.
IN WITNESS WHEREOF, the Parties have executed this Commencement Letter the day and year first above written.

APPROVED AS TO FORM:
OFFICE OF COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

By: _________________________
     Deputy

RECOMMENDED FOR APPROVAL:
County of Orange Assessor

By: _________________________
     Assessor

COUNTY EXECUTIVE OFFICE

By: _________________________
     Real Estate Manager

LESSOR
ORANGE COUNTY REALTY INVESTORS LLC

By: South Main Street Investors LLC,
    its manager

By: TPF Equity REIT Operating Partnership LP,
    its sole member

By: TPF Equity REIT Operating Partnership
    GP LLC,
    its general partner

By: _________________________
    Name: _________________________
    Its: _________________________

By: _________________________
    Name: _________________________
    Its: _________________________
EXHIBIT G

SIGNAGE

Position 1: La Veta eyebrow

Position 2: Main St eyebrow
Position 3: Main & La Veta monument
Position 4: Main St monument
Position 5: Main Lobby
Position 6: Building entry
Attachment B

Real Property Acquisition Questionnaire* for ASR
(*Applies to property purchase, or acquisition lease, license or easement)

Instructions:
 This questionnaire was developed with input from Auditor Controller, Internal Auditor and CEO Real Estate to assure that County leadership is fully informed.
 Insert the complete answer after each question below.
 When completed, save and include as an Attachment to your ASR.
 In the body of the ASR focus on the considerations relevant to the decision.
 If you need assistance, please contact CEO Real Estate.

1. What property interest is being considered for acquisition (fee, lease, license, easement)?
   Lease at 500 S. Main St., Orange, CA 92868

2. Why is this property being considered for acquisition? The office space currently occupied by the Assessor (Building 14) will be demolished in October, 2019 as part of the build-out of the Civic Center Facilities Strategic Plan. The relocation of the Assessor is part of several departmental moves occurring this calendar year throughout the Civic Center complex due to the construction schedule. The subject property has the necessary rentable square feet to accommodate the more than 300 department staff, near the Civic Center, and is centrally located to serve the public
   a) How and who identified this property for a potential acquisition? CEO/Real Estate and the Assessor, with assistance from the County's real estate advisor Jones Lang LaSalle (JLL), agreed this is the best site option and market price at this time.
   b) What factors are key in recommending this property for acquisition? Price, location and program service requirements are the key factors for recommending this site.
   c) How does the proposed acquisition fit into the County's/District's strategic or general plan? The building is located 2.5 miles from the Civic Center complex. The office remains centrally located for clients and walking access to the court buildings.
   d) What are the short and long term anticipated uses of the property? The Assessor will use the site to continue providing services to the public and support administrative functions.
   e) Are there any limitations on the use of the property for its intended purposes? Any lawful use.

3. What analysis has been performed as to whether to acquire the proposed real property interest? CEO/Real Estate Services and Assessor collaborated to determine that this location was the best option to meet department and client needs.
   a) Have there been any internally or externally prepared reports regarding this property acquisition? A market rate analysis and lease cost comparison was completed.
   b) Who performed the analysis? Jones Lang La Salle (JLL)
   c) Provide details about the analysis and cost/benefit comparison: This site was determined to be the best relocation option for the Assessor. This determination is based upon the price, location and program service requirements. The landlord will provide the County with a significant County Improvement Allowance and an additional allowance for furniture, fixtures and equipment to complete improvements on the various floors of the building.

4. How was the acquisition price, or lease/license rent, determined? CEO/Real Estate and JLL
Attachment B

negotiated with the landlord for the optimal full service gross lease rate.

a) Who performed the appraisal or market study and what certifications do they possess? CEO/Real Estate and JLL, utilizing market data obtained through CoStar.

b) How does the price/rent compare with comparable properties? The rental rate is at current market for the north/central Orange County area.

c) Does the setting of the price/rent follow industry standards and best practices? Yes

d) What are the specific maintenance requirements and other costs within the agreement and who is responsible? The Lessor is responsible for all interior and exterior maintenance.

e) Provide an estimate of the costs to the County/District if applicable. The County is not responsible for maintenance costs.

5. What additional post-acquisition remodeling or upgrade costs will be needed for the property to meet its intended use? None

a) Will any of the upgrades be required to meet County, ADA, or other standards and requirements? N/A

b) Include estimates of the costs. N/A

c) What department will be responsible for the costs? N/A

6. Can the County terminate the purchase/easement, lease/license? No.

7. What would be necessary to terminate the agreement, and when can it be terminated? N/A

a) Are there penalties to terminate the purchase/easement, or lease/license? N/A

8. What department will be responsible for the acquisition payments? Assessor

a) Are the acquisition costs budgeted in the department’s budget? Yes

b) What fund number will the funds for the acquisition ultimately be drawn from? Fund 100 Assessor Department Budget Control 002

c) Will any restricted be used for the acquisition? (Check with the Auditor Controller’s General Accounting Unit and Counsel if you have questions about whether restricted funds are involved.) No

d) If restricted funds will be used, has County Counsel advised that this is an allowable use of the proposed restricted funds? N/A

9. Does the proposed purchase/lease/license/easement agreement comply with the CEO Real Estate standard language? Yes

e) List any modified clauses and reasons for modification. N/A

10. If this is a lease, is it a straight lease, an operating lease, a lease with an option to purchase, or a capital lease (see details below)? Straight lease

**Capital Lease Determination:** At the inception of any potential capital lease, it is important to contact the Auditor-Controller’s Capital Asset Unit for further guidance to ensure that proper classification and accounting for the lease occurs. There are specialized accounting rules and required forms for capital leases. See further details in the County’s Accounting Manual, Policy No. FA-1: Accounting for Lease Purchases (Capital Leases), located on the intranet. For accounting purposes only, a capital lease exists if ANY one
(1) of the following four (4) criteria is met:

   i) Lease transfers ownership to the County by the end of the term.
   ii) Lease contains an option to purchase the property by the end of the term for a price lower than the expected fair market value of the property? (For example $1 or $1,000, and based on this option price, for accounting purposes only, the ultimate purchase of the property is deemed reasonably assured at the inception of the lease.)
   iii) Lease term is equal to 75% or more of the remaining estimated useful life of the leased property.*
   iv) Present value of the minimum lease payments is equal to 90% or more of the fair value of the property at the inception of the lease.*

*Criteria iii) and iv) don’t apply if the lease term begins in the last 25% of a property’s estimated useful life.

To validate whether a lease is a capital lease for accounting purposes, please contact the Auditor-Controller’s Capital Asset Unit at.
LEASE SUMMARY

LEASE

LESSOR

UBS

COUNTY

County of Orange

LOCATION

500 S. Main St, Orange, CA 92868

PREMISES

Approximately 69,151 rentable square feet of the office building.

PARKING

COUNTY has exclusive use of xx parking spaces, including ADA designated spaces and the non-exclusive right, without additional charge, to use xxx (xxx), located on the Premises.

TERM

Fifteen (15) years, commencing on the date that is the later the first day of the first full calendar month following the Substantial Completion Date and/or xxxx x, 2019.

OPTION TO TERMINATE

N/A

OPTION TO EXTEND TERM
The County shall have the option to extend the term of the Lease for two (2) successive five (5) year periods, on the same terms and conditions, except the base rent shall be the current Fair Market Rent for similar offices in the area of the Premises and as agreed by County and Lessor.

County shall give Lessor written notice of its intent to exercise its Option(s) to extend the Term no sooner than twelve (12) months and no later than six (6) months prior to the Lease termination date.

RENT

The monthly full service gross rental blended rate based on RSF, full service gross as follows:

<table>
<thead>
<tr>
<th>Commencing</th>
<th>Monthly Rental</th>
<th>RSF</th>
</tr>
</thead>
<tbody>
<tr>
<td>Months 01-12</td>
<td>$183,250.15</td>
<td>2.65</td>
</tr>
<tr>
<td>Months 13-24</td>
<td>$188,747.65</td>
<td>2.73</td>
</tr>
<tr>
<td>Months 25-36</td>
<td>$194,410.08</td>
<td>2.81</td>
</tr>
<tr>
<td>Months 37-48</td>
<td>$200,242.39</td>
<td>2.90</td>
</tr>
<tr>
<td>Months 49-60</td>
<td>$206,249.66</td>
<td>2.98</td>
</tr>
<tr>
<td>Months 61-72</td>
<td>$212,437.15</td>
<td>3.07</td>
</tr>
<tr>
<td>Months 73-84</td>
<td>$218,810.26</td>
<td>3.16</td>
</tr>
<tr>
<td>Months 85-96</td>
<td>$226,374.57</td>
<td>3.26</td>
</tr>
<tr>
<td>Months 97-108</td>
<td>$232,135.81</td>
<td>3.36</td>
</tr>
<tr>
<td>Months 109-120</td>
<td>$239,099.88</td>
<td>3.46</td>
</tr>
<tr>
<td>Months 121-132</td>
<td>$246,272.88</td>
<td>3.56</td>
</tr>
<tr>
<td>Months 133-144</td>
<td>$253,661.06</td>
<td>3.67</td>
</tr>
<tr>
<td>Months 145-156</td>
<td>$261,270.90</td>
<td>3.78</td>
</tr>
<tr>
<td>Months 157-168</td>
<td>$269,109.20</td>
<td>3.89</td>
</tr>
<tr>
<td>Months 169-180</td>
<td>$277,182.29</td>
<td>4.01</td>
</tr>
</tbody>
</table>

ADJUSTMENT FOR COST OF LESSOR SERVICES

N/A

TENANT IMPROVEMENTS

Lessor hereby agrees to complete, at Lessor’s expense, on or before the Target Substantial Completion Date, the alterations, repairs, and other
work with respect to the Expansion Premises (the “Work”) as defined and in accordance with the plans and specifications attached hereto and made a part hereof as Exhibit C), in order for County to have sufficient time to commence moving furniture, fixtures and equipment into the Expansion Premises in preparation of occupancy.

PAINTING BY LESSOR

N/A

FLOOR COVERINGS BY LESSOR

N/A

INSURANCE

LESSOR shall provide:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property and Fire</td>
<td>Full Value of Improvements</td>
</tr>
<tr>
<td>General Comprehensive Liability Insurance</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

COUNTY shall self-insure for general liability

SERVICES PROVIDED BY LESSOR

- Interior and exterior maintenance and repair
- Property/Fire Insurance and Liability Insurance
- Taxes and Assessments
- Janitorial Service – 5 days per week
SERVICES PROVIDED BY COUNTY

- General liability insurance

HOLDOVER

COUNTY has the right to holdover except that the Base Rent during such holdover shall be increased to one hundred and twenty-five percent (125%) of the base rent in effect at the expiration of the term or any extension term after the first three (3) months of holdover and shall be increased to one hundred and fifty percent (150%) of the base monthly rent in effect at the expiration of the Term after the third month of the holdover period.
April 18, 2019

To: Clerk of the Board of Supervisors

From: Frank Kim, County Executive Officer

Subject: Exception to Rule 21

The County Executive Office is requesting a Supplemental Agenda Staff Report for the April 23, 2019, Board Hearing.

Agency: Clerk of the Board
Subject: Appointments to Children and Families Commission
Districts: All Districts

Reason for supplemental: This item does need to move forward as the Commissioner terms have already begun. The staff report and attachments were not able to be finalized until after the filing deadline.

Concur: 
Chairwoman Lisa A. Bartlett, Supervisor, Fifth District

cc: Board of Supervisors
County Executive Office
County Counsel
## SUPPLEMENTAL AGENDA ITEM
### AGENDA STAFF REPORT

**MEETING DATE:** 4/23/19  
**LEGAL ENTITY TAKING ACTION:** Board of Supervisors  
**BOARD OF SUPERVISORS DISTRICT(S):** All Districts  
**SUBMITTING AGENCY/DEPARTMENT:** Clerk of the Board  
**DEPARTMENT HEAD REVIEW:** Robin Stieler  
**DEPARTMENT CONTACT PERSON(S):**  
Robin Stieler (714) 834-2206  
Jamie Ross (714) 834-2206

**SUBJECT:** Appointments to Children and Families Commission

### CEO CONCUR  
**Signature:**

### COUNTY COUNSEL REVIEW  
**Signature:**

### CLERK OF THE BOARD  
**Action:** Discussion  
3 Votes Majority

**Budgeted:** N/A  
**Current Year Cost:** N/A  
**Annual Cost:** N/A

**Staffing Impact:** N/A  
**# of Positions:**

**Current Fiscal Year Revenue:** N/A  
**Funding Source:** N/A  
County Audit in last 3 years No

**Prior Board Action:** 3/27/2018 #S14D, 4/11/2017 #23, 4/12/2016 #28, 4/14/2015 #33

### RECOMMENDED ACTION(S)

Select one individual from each of the following three category nominations and make appointments to the Children and Families Commission, also known as First 5 Orange County, with terms of April 1, 2019, through March 31, 2021:

**Education Category (annual alternating category) - Nominations by Supervisor Chaffee:**  
Jackie Filbeck  
Frank Donavan

**Education Category - Nominations by Vice Chair Steel:**  
Sandra Barry  
Gregory Haulk
Health Category - Nominations by Supervisor Do:
Kenneth D. McFarland
Michael Silva Rose
Cynthia Haq

SUMMARY:
Selection and appointment of the three candidates to the Children and Families Commission will fill the At-Large positions needed for their two-year terms of April 1, 2019, through March 31, 2021.

BACKGROUND INFORMATION:
Under the County Ordinance establishing the Children and Families Commission of Orange County, the Commission is composed of nine positions appointed by the Orange County Board of Supervisors (Board). With the exception of the three positions designated for a member of the Board, the County Executive Officer and the Director of the Health Care Agency, Commissioners serve staggered two-year terms.

In January 2019, a recruitment was initiated for prospective candidates to fill the three At-Large positions whose terms ended on March 31, 2019. The Commission posted the openings through social media beginning January 10, 2019. Notification was sent to the Board offices, health care organizations, education institutions, professional associations and other prospective candidates to inform them of the recruitment effort. A total of 10 applications were received by the established deadlines.

In accordance with the terms of the Children and Families Commission Ordinance, nominations for the upcoming vacancies to the Commission are to be made as follows: One appointment, alternating annually between the Health and Education categories, is to be nominated by the Supervisor currently serving on the Commission and one appointment to both the Health and Education categories are to be nominated by the two Supervisors designated by the Chair of the Board in the annual appointments. For each of the three appointments, the designated Supervisor is to nominate two to three candidates.

Education Category (annual alternating category) - Nominations by Supervisor Chaffee:
Jackie Filbeck
Frank Donavan

Education Category - Nominations by Vice Chair Steel:
Sandra Barry
Gregory Haulk

Health Category - Nominations by Supervisor Do:
Kenneth D. McFarland
Michael Silva Rose
Cynthia Haq

These candidates meet the necessary qualifications required for appointment to the Commission.

The Board also approved At-Large Children and Families Commission appointments on March 27, 2018, April 11, 2017, April 12, 2016, and April 14, 2015.
FINANCIAL IMPACT:
N/A

STAFFING IMPACT:
N/A

ATTACHMENT(S):
Attachment A - Application Packet (for each nominee)
Attachment B - Nomination Memos
MEMBERSHIP APPLICATION - 2019

Name: Jackie Filbeck

Home Address: City Anaheim Zip 92805

Agency: Anaheim Elementary School District Title: Trustee, Board of Education

Business Address: City Anaheim Zip 92805

Phone

Email

CATEGORIES FOR APPOINTMENT

Please indicate all of the categories with which you are currently affiliated as cited in County Ordinance Sec. 1-2-334

x Category 1 - Education and Early Intervention
  a) Representative of a local child care resource or referral agency, or a local child care coordinating group, or a local organization or prevention or early intervention for families at risk or a recipient of early education project services included in the Commission strategic plan; or
  b) Representative of a local school district, or an educator specializing in early childhood development.

☐ Category 2 – Healthy Children and Early Intervention
  a) Representative of a community-based organization that has a goal of promoting nurturing and early childhood development or a local organization for prevention or early intervention for families at risk, or a recipient of project services included in the Commission strategic plan related to healthy children; or
  b) A representative of a local medical, pediatric or obstetric association or society.

Please describe your qualifications that make you eligible for the category(ies) for which you are applying:

This is my 5th year as a Trustee for the Anaheim Elementary School District. My role involves collaborating to establish and oversee programs that ensure our students have a strong educational base with focus also being on health and wellness. I advocate for and assist with parent inclusion and education to create more opportunities of partnership to strengthen the family unit and help us successfully achieve our goals. I am also a 3 year member on the Executive Board for the Anaheim Family YMCA. Our focus has always been to serve and support families in numerous ways to increase healthy development, emotional stability and provide specific assistance to help build strong family units and community members. I have served on many different boards, commissions and committees over the past 35 years, often in leadership positions. I have extensive experience working with many community organizations and non-profits.
Please explain why you wish to serve on the First 5 Orange County Children and Families Commission and the skills that you would bring to the Commission.

Along with my involvement as a Trustee for elementary education, I am also a mother and grandmother. My beliefs are passionate that early childhood development and intervention is vital to promoting healthy growth and successful integration into higher education and adulthood. I believe strengthening the family unit is critical to our society. I think my years of community and elected service as well as my business experience would allow me to bring a collaborative and effective voice to the Commission. I have experience working for the California State Assembly being a community liason for an elected official and I believe this could be beneficial as I assisted with educational promotion and legislation. I would be an active and engaged member as I truly want the opportunity to serve with others in a capacity that benefits such a large population. I’d bring a diverse background of work experiences and community involvement which would allow me to be an engaged and productive member.

Please describe a specific issue related to young children and families that you would like to champion in Orange County.

Data shows that young children are deficient in their gross and fine motor skills when starting their education. Contributing to this is lack of open space both in the home and in the community. Living conditions are impacted in so many different ways and families face difficulties with providing proper physical opportunities for their children. Technology is also a huge factor in preventing development of motor skills. Children are staring at phones and screens and not engaging in physical activity. I would like to reach out to the parents in a strong and informative campaign to give them the resources and education needed to address this issue.
Please describe how you would personally/professionally support and promote the work of First 5 Orange County, including your networks and any strategies for advancing policies that support young children and families.

I would personally dedicate my time and efforts to do whatever is needed to successfully achieve the goals set forth by the Commission. I would use all of the experience that I've gained during my years in other areas of service to bring a creative and enthusiastic perspective. I would be excited to utilize any opportunities that could exist within AESD and the YMCA to collaborate with and promote the work of the Commission and I’d work to create alliances that would strengthen and enhance the programs in place, as well as new ones.

CONFLICT OF INTEREST
Do you have any direct economic interest in programs or other services that may seek funding from First 5 Orange County Children and Families Commission?

☒ No
☐ Yes  Please explain

________________________________________

________________________________________

________________________________________

________________________________________

________________________________________

________________________________________

RESUME
Attach a current resume including educational and employment history and mail, hand deliver, or email with membership application to: First 5 Orange County Children and Families Commission, 1505 East 17th Street, Suite 230, Santa Ana, CA 92705, email: Prop10@ocgov.com - Attention: Kelly Pijl by 3:00 p.m. on February 21, 2019.

Signature Jackie Filbeck _______________ Date 2-18-19 _______________
Jackie Filbeck
Anaheim California 92805
E-mail:

Profile
- Friendly, dedicated, well-organized with ambition to succeed in any given environment
- Team player capable of working efficiently with a group and also independently
- Skilled communicator, representative and community liaison
- Experienced trustee and/or board member for several public organizations

January 2015 to Present – Trustee Anaheim Elementary School District
- Responsible for setting the school board’s overall policy, direction and budget
- Representing the interests of the students, parents and community
- Providing direction for a multi-year plan
- Maintaining fiscal responsibility and solvency

2001-Present
- Licensed Real Estate Agent, Property Manager and Notary Public – White Realty
  - Work in residential sales, leasing/property management, utilizing elements of marketing
  - Proficient in contract preparation, lending practices, escrow and notary services
  - Maintenance of business accounts, trust funds and client financial records
  - Preparation of monthly and annual reports.
  - Designated as office manager and Broker assistant

2011-2013
Field Representative – California State Assembly
- Acted as a communication link and political contact assisting a wide variety of the local population with public policy issues involving California and local cities
- Worked effectively with elected officials from all levels, chambers of commerce, city personnel, school boards, constituents, service and non-profit groups
- Performed independently as well as with others to provide assistance with public relations, legislative and state resource information, protocol and business promotion
- Public speaking and presentation services related to numerous organizations

1996-2001
Director of Client Services - Corporate Images Sports Marketing
- Heavy interaction with clients selling advertising and business promotion
- Responsible for billing, accounting, file maintenance
- Organized & hosted all client entertainment and business events
- Managed all client relationships in various capacities
- Promoted business renewal, increased revenue and company efficiency and growth

Community Accreditation and Awards
Anaheim City Commissioner serving 2nd term on the Sister City Commission
Executive Board Member Anaheim Family YMCA
Recipient Annie Accolade Award - Anaheim Women’s Division Chamber of Commerce
Honorary Service Award - Local 4th District Anaheim PTA
Golden Oak – California State PTA
Resolution of Recognition - California State Assembly
Prior Board Member (Youth Sports) - JUSA, NJB, East Anaheim Little League
FRANK DONAVAN
MEMBERSHIP APPLICATION - 2019

Name_ Frank Donavan, Ed.D._
Home Address_ City_ Costa Mesa Zip_ 92626
Agency_ Magnolia School District Title_ Superintendent
Business Address_ City_ Anaheim Zip_ 92804
Phone_ Email_

CATEGORIES FOR APPOINTMENT
Please indicate all of the categories with which you are currently affiliated as cited in County Ordinance Sec. 1-2-334

✓ Category 1 - Education and Early Intervention
  a) Representative of a local child care resource or referral agency, or a local child care coordinating group, or a local organization or prevention or early intervention for families at risk or a recipient of early education project services included in the Commission strategic plan; or
  b) Representative of a local school district, or an educator specializing in early childhood development.

☐ Category 2 – Healthy Children and Early Intervention
  a) Representative of a community-based organization that has a goal of promoting nurturing and early childhood development or a local organization for prevention or early intervention for families at risk, or a recipient of project services included in the Commission strategic plan related to healthy children; or
  b) A representative of a local medical, pediatric or obstetric association or society.

Please describe your qualifications that make you eligible for the category(ies) for which you are applying:

For five years I was directly responsible for the Child Development Center, Early Start Program and Special Education programs in the Westminster School District. For six years as the Executive Director of the Greater Anaheim Special Education Local Plan Area, I was responsible for the Special Education programs in the six member school districts. I am now completing my fourth year as the Superintendent of the Magnolia School District. I attribute my success in these positions to a collaborative approach with many different agencies including community-based organizations. I understand the importance of providing a solid foundation in pre-academics, academics, social-emotional, and overall well-being for both children and their families.

Please explain why you wish to serve on the First 5 Orange County Children and Families Commission and the skills that you would bring to the Commission.

I would like to make a difference in the lives of children and their families by sharing practices that I have experienced such as providing programs that promote health and safety and school-to-home consistency. I bring a passion for helping those that need the most help, and I truly believe in access and equity for our underserved children and adults. I would like to bring new ideas from the educational lens such as our Project HERO (Homeless Education Renewing Opportunities) that provides wrap-around services for more than 1,800 children and families that qualify as Homeless under the Federal McKinney-Vento Act.
Please describe a specific issue related to young children and families that you would like to champion in Orange County. My passion is in promoting literacy and making sure children have the pre-academic skills they need to be successful in preschool and beyond. I believe in a holistic approach from "talk, read, sing" to actual direct instruction in speaking, reading and writing. In order for children to be successful they need to have proper nutrition. In the Magnolia School District we provide three freshly prepared meals on school days, and we also have a Food Pantry Program that provides fresh groceries at all of our schools. I would like to champion these programs throughout Orange County to not only promote proper nutrition, but to also address the growing problem of food insecurity.

Please describe how you would personally/professionally support and promote the work of First 5 Orange County, including your networks and any strategies for advancing policies that support young children and families. I would promote the work of First 5 across Orange County through my various networks, including the Anahim Family YMCA where I am the current Board President, and the Anaheim Rotary Club where I am the President Elect, and through my role as the Orange County Superintendent representative for the statewide Association of California School Administrators. Here in the Magnolia School District, we have positive and productive working relationships with the cities of Anaheim and Stanton, as well as with our State and Federal Legislators. I would do my best to support the work of the First 5 staff, and I would also review what other counties are doing with this program.

CONFLICT OF INTEREST
Do you have any direct economic interest in programs or other services that may seek funding from First 5 Orange County Children and Families Commission?

☑ No
☐ Yes Please explain

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RESUME
Attach a current resume including educational and employment history and mail, hand deliver, or email with membership application to: First 5 Orange County Children and Families Commission, 1505 East 17th Street, Suite 230, Santa Ana, CA 92705, email: Prop10@ocgov.com - Attention: Kelly Pijl by 3:00 p.m. on February 21, 2019.

Signature __________________________ Date 2-14-19
Frank Donavan, Ed.D.
Costa Mesa, CA 92627

EMPLOYMENT HISTORY

Public Education
- Responsible for the education of 6,400 students in grades Kindergarten through 6th Grade and 700 students in Preschool.
- Lead in the effective operation of nine elementary schools, one warehouse and the District Office.
- Oversight of over 700 employees including nine principals and five cabinet members.
- Responsible for the effective implementation of a $77,000,000 budget.
- During the 2015-16 school year, seven of our nine schools were awarded with the California Department of Education’s Gold Ribbon and Title I Achieving Awards and one school was also awarded with the Exemplary Arts Award.
- Lead in the transition of Robert M. Pyles School to Robert M. Pyles STEM Academy with a focus on Computer Science and Coding.
- Lead in the transition of Juliette Low School to Juliette Low School of the Arts with a focus on utilizing the Arts as a vehicle for learning.

2009 – 2015  Executive Director. Greater Anaheim Special Education Local Plan Area, 7300 La Palma Ave., Bldg. 6, Buena Park, CA 90620. (714) 828-1766.
- Developed, directed and supported the development of effective service-delivery models to ensure all students are provided with quality instruction and safe and effective learning environments.
- Supported member school districts in improving outcomes for all students through multi-tiered systems of support, Explicit Direct Instruction, and Universal Design for Learning.
- Supported, directed, and lead in the development, expansion, and monitoring of special education policies, procedures and programs in six school districts in the Greater Anaheim area.
- Reported directly to the Greater Anaheim SELPA Governing Board comprised of one Board Member from each of the six member districts.

2004 – 2009  Administrator, Student Services and Principal of Land School.
• Responsible for the effective implementation of general and special education support services including counselors, school nurses, school psychologists and special education programs.
• Developed and directed the transition to progressive instructional models for general education and special education classrooms including Response to Intervention, Multi-Tiered Systems of Support, and Positive Behavioral Intervention and Supports.
• Planned, directed and monitored 38 SDC classes and 22 RSP programs.
• Principal of Land School: included Student Services Department, Preschool Diagnostic Center, Early Start Program (Infant Program), nine SDC classes, Phonological Program, State Preschool and Child Development Center for a total of more than 700 students.
• Lead role in all legal matters including IEP attendance, Mediations, Alternate Dispute Resolution meetings, Due Process Hearings, and CDE Compliance Complaints.

• Developed and implemented professional development trainings for five school districts within a multi-district SELPA.
• Supported and monitored school staff to ensure legal and procedural compliance.
• Participated in the development of the SELPA’s Procedural Manual and Special Education Local Plan.
• Served as Acting Administrator (Principal) of Edison High School, Special Abilities Cluster during the summer of 2002 and 2003.
• Served as lead role in high profile IEP meetings.

• Provided direct instruction to a dynamic range of students ranging from Learning Disabled to Gifted and Talented.
• Facilitated the expansion of the ED Program.
• Elected as Chair of the Special Education Department (17 Teachers) and President of the School Site Council.
• Served as In-House (Substitute) Assistant Principal (2000-01 School Year).
• BTSA Coach/Mentor (Support Provider).

1998-1999  Juvenile Court School RSP Teacher. Orange County Department of Education, 200 Kalmus Dr., Costa Mesa, CA 92628. (714) 966-4000.
• Provided direct instruction to students in grades 7th through 12th in a Community Day School in the City of Anaheim.
• Learned valuable teaching strategies and motivational techniques for working with “At-Risk” youth.
• Collaborated with law enforcement, probation, social services, school districts, and other agencies.
• Developed a thorough understanding of differentiated instruction, Universal Design for learning, and classroom management strategies.

1996-1998 **Juvenile Court School Teacher (Juvenile Court Schools).** Orange County Department of Education, 200 Kalmus Dr., Costa Mesa, CA 92628. (714) 966-4000.

1996-1996 **Instructional Assistant (Juvenile Court Schools).** Orange County Department of Education, 200 Kalmus Dr., Costa Mesa, CA 92628. (714) 966-4000.

• Served as the In-House Substitute Teacher at Otto Fischer School located in the Orange County Juvenile Hall.
• Assisted and provided direct instruction to students in grades 7th through 12th.
• Assisted in the development of lesson plans, grading, student record keeping, and classroom management.

**EDUCATION**


**CREDENTIALS/CERTIFICATIONS**

**California Certification**
• Clear Administrative Services Credential.
• Education Specialist Instruction Credential: Mild-to-Moderate (Professional Clear Level II).
• Clear Cross-cultural Language and Academic Development Certificate.

**Other Certifications**
• ACSA Personnel Academy.

SPECIAL APPOINTMENTS


• CDE Statewide Common Core State Standards Work Group.

• CDE National Center and State Collaborative Advisory Council Member.

• California State Special Education Local Plan Area Organization:
  o 2010-11, Co-Chair of Highly Qualified Personnel Committee
  o 2011-13, Co-Chair of Interagency Committee
  o 2012-14, Co-Chair of Assessment, Evaluation, and Instruction
  o 2014-15, Executive Committee—Secretary

PRESENTATIONS/WORKSHOPS

The following is a small sample of presentations/workshops that I have developed/conducted:

Using the Common Core State Standards as a Tool for Remediation. Training for California State University Long Beach, Student Teachers. Long Beach, CA April 10, 2018.

Common Core Standards and Special Education. CAC Parent Workshop, Anaheim, CA. February 26, 2015.


Effective Strategies for Improving Student Outcomes. Anaheim Union High School District, RtI Summit. March 6, 2012


Publications


2012-2018. Associate Editor of the Journal of Special Education Leadership

AWARDS and RECOGNITIONS

- Association of California School Administrators (ACSA) Region XVII, 2011 Special Education Administrator of the Year. May 9, 2011.
- Anaheim Union High School District, 2011 Special Education Administrator of the Year. April 14, 2011.
- California Department of Education Gold Ribbon and Title I Achieving Awards for seven of nine schools.

PROFESSIONAL ORGANIZATIONS: ELECTED/APPOINTED LEADERSHIP POSITIONS

Anaheim YMCA
2017—Current, Chair of the Board of Directors
2015—Current, Board Member

Anaheim Rotary Club

2017—18 President Elect
2015—Current, Member

Children and Families Commission of Orange County Pediatric Health Services Committee

2017 (December)—Current, Member

Orange County Special Education Alliance

2017—Current, President
2003—Current, Member

Association of California School Administrators (ACSA)

2018-19. State ACSA Superintendency Council Representative for Region XVII
2013-15. Treasurer (Region XVII)
2001-Current. Member

Council for Exceptional Children (CEC)

California State Chapter CEC

2013-15. President
2011-12. President Elect

Council for Administrators of Special Education (CASE)

Orange County Administrators of Special Education (OCASE)

2010-15. President
2004-10. Board Member
2003-04. President
2001-04. Member

Association for Supervision and Curriculum Development (ASCD)

2005-Current. Member
Phi Alpha Theta (History)  
1995-Current. Member

Pi Gamma Mu (Social Sciences)  
1995-Current. Member

Phi Lambda Theta (Education)  
2000-Current. Member
MEMBERSHIP APPLICATION - 2019

Name: Sandra Barry

Home Address:  
City: Santa Ana  
Zip: 92705

Agency: First 5 Orange County Children and Families Commission  
Title: Commissioner

Business Address: NA  
City: NA  
Zip: NA

Phone  
Email

CATEGORIES FOR APPOINTMENT
Please indicate all of the categories with which you are currently affiliated as cited in County Ordinance Sec. 1-2-334

X Category 1 - Education and Early Intervention
  a) Representative of a local child care resource or referral agency, or a local child care coordinating group, or a local organization or prevention or early intervention for families at risk or a recipient of early education project services included in the Commission strategic plan; or
  b) Representative of a local school district, or an educator specializing in early childhood development.

☐ Category 2 – Healthy Children and Early Intervention
  a) Representative of a community-based organization that has a goal of promoting nurturing and early childhood development or a local organization for prevention or early intervention for families at risk, or a recipient of project services included in the Commission strategic plan related to healthy children; or
  b) A representative of a local medical, pediatric or obstetric association or society.

Please describe your qualifications that make you eligible for the category(ies) for which you are applying:

Category 1-a&b: I spent my entire 40-year career in public education, specializing in pre-kindergarten through eighth grade. My last 11 years were spent in the Anaheim City School District (now known as Anaheim Elementary SD) where I served as deputy superintendent for education (three years) and district superintendent (eight years). One major responsibility in both positions was early childhood education. Among our many accomplishments in that area were the quality enhancement and expansion of Head Start, State Preschool, and First 5 Orange County Children and Families Commission-funded early education classes. First 5-funded Early Learning Specialists and preschool nurses were critical members of our early childhood team. Under my leadership, we received a federal grant to help fund a CHOC mobile health van that serviced our families and their preschool-aged children, and we worked closely with various partners to provide much-needed dental and vision screening services for our youngest learners.
In 2003, I was appointed to serve on the First 5 Orange County Commission’s Pediatric Health Services (PHS) Committee and in August 2007 as a Commissioner on the First 5 Orange County Children and Families Commission. I continue to serve in both capacities today...four terms as chair of the Commission and both chair and vice-chair of the PHS Committee. I also continue to work with the TGR Foundation (formerly known as the Tiger Woods Foundation), serving on its Board of Governors and as chair of its former programs and scholarship committee. This Foundation works with students around the nation and, soon, around the globe in STEM education. In addition, I am an executive coach to school site and district office administrators in several CA school districts and serve as the Association of School Administrators Region 17 (Orange County) mentor facilitator, matching experienced administrators with new administrators. Since retiring, I have been called back to serve as Interim Superintendent in the Anaheim Elementary School District and in the Anaheim Union High School District twice. I also served a four-year term on the Tustin Public Schools Foundation and eight years on its grants committee.

Please explain why you wish to serve on the First 5 Orange County Children and Families Commission and the skills that you would bring to the Commission.

My career in public education speaks loudly about my passion for serving children, especially children in Orange County where I spent my entire professional career. I am familiar with the OC community, the kinds of health, early education, and developmental services available to families and youngsters in the County and the needs and gaps in services that still exist. My service as both a school district superintendent and First 5 Commissioner/member of the PHS committee has enabled me to meet, connect with, and work closely with representatives from many health and education-related agencies, organizations, non-profits, etc. that currently service children 0-5…and others who could partner with the First 5 Commission to fill the emerging gaps for OC’s youngest. The relationships I’ve formed with funded and potential partners, my knowledge of existing programs/services, my education background and knowledge of children’s growth and development, and my awareness of the needs of our children and their families make me an ideal candidate to continue serving on the First 5 Orange County Children and Families Commission.

Please describe a specific issue related to young children and families that you would like to champion in Orange County.

Kindergarten readiness is the issue I have been and would continue to champion as a Commissioner with First 5 Orange County. After all, I believe data on kindergarten readiness can positively effect change for young children in OC. The Commission is the first county in the state and, actually, in the entire US to assess all kindergarteners with the Early Development Index (EDI). This tool assesses kindergarten students’ school readiness in five developmental areas, all known to influence well-being and school performance. No individual student data is collected via this assessment; rather, the data reflects school readiness at the neighborhood level. Thus, the results of this assessment have been and will continue to be used to inform parents and the entire community about how they can support early childhood development.

With respect to communities, the First 5 Commission has effectively worked with several cities that are committed to prioritizing and allocating services and resources to neighborhoods where children
are most vulnerable. I am proud that the First 5 Commission has enjoyed success in cities where EDI data has guided targeted intervention and support for young children. I pledge to use my vast resources and relationships to continue championing that effort with other interested OC cities.

The data is also useful to parents as it reinforces the need for parents (as a child’s first teacher) to learn and play with their children to foster early learning and healthy development. Again, I will continue advocating for parents to use EDI data to better prepare their children for success in school.

Please describe how you would personally/professionally support and promote the work of First 5 Orange County, including your networks and any strategies for advancing policies that support young children and families.

For the last 15 years, I have been intimately involved in the work of First 5 Orange County Children and Families Commission. I have vast experience

• supporting the allocation of tobacco tax dollars to numerous agencies/non-profits/school districts/community groups and organizations/etc.
• reviewing outcomes of these partner agencies to help determine future funding
• leveraging funding as revenues decline and promoting sustainability plans for existing partners
• familiarizing myself with funded programs to better understand the services being provided
• collaborating and building relationships with our partner agencies
• working hard with Commission staff to build a comprehensive early childhood system that focuses on early learning and development, health, and family leadership and support.

Few other Commissioners let alone preschool advocates have been so actively engaged in the Commission’s work or have built a comparable sphere of influence within the early education community than I. I am known as a champion of early education within the pre-K through high school education community as well as the early childhood system. I have connections within both systems and can easily communicate to stakeholders the Commission’s vision and mission and its objectives and successes. At the Commission’s recent annual planning meeting where the newly revised Strategic Plan was reviewed and discussed, I committed to be a voice of First 5 Orange County with county leaders, whether they serve business, city government, school districts, etc. as part of the new Plan’s committed leadership goal. My commitment to the work of First 5 Orange County makes me a logical choice to promote the work of the Commission and advance policies that support young children and families.

Plus, it is advantageous to have someone connected with/knowledgeable about OC schools on the First 5 Orange County Commission.

CONFLICT OF INTEREST
Do you have any direct economic interest in programs or other services that may seek funding from First 5 Orange County Children and Families Commission?

X  No
□  Yes   Please explain
RESUME
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Signature  
Sandra E. Barry  
Date 2/20/2019
Professional Résumé Summary
February 2019

Sandra Ellen Barry

Professional Experience

2018-2019 ACSA (Association of California School Administrators) Region 17--Orange County--Mentor Facilitator

2008-Present Executive Coach/Consultant, Various K-12 California School Districts

January-June 2018 Interim Superintendent, Anaheim Elementary School District

December-March 2013-2014 Interim Superintendent, Anaheim Union High School District

Summer 2010 Interim Superintendent, Anaheim Union High School District

2000-2008 District Superintendent
Anaheim City School District (now known as Anaheim Elementary SD)

1997-2000 Assistant/Deputy Superintendent, Education Administration
Anaheim City School District

1985-1997 Assistant Superintendent, Educational Services
Buena Park School District

1980-1985 Director, Educational Services
Buena Park School District

1968-1980 Administrator and Teacher
Buena Park School District

Education/Credentials

♦ M.A. Education (Elementary Education Curriculum and Instruction), California State University, Fullerton
♦ B.A. Education (English major; French minor), Nebraska Wesleyan University
♦ Elementary Standard Teaching Credential
♦ Secondary Standard Teaching Credential
♦ Standard Services Credential
♦ Ryan Administrative Services Credential

Honors

♦ Tracy Gaffey Award for Outstanding Leadership, Association of California School Administrators
♦ Woman of Vision Award, We Give Thanks
♦ Honored Teacher, Cal State Fullerton’s College of Education
♦ Woman of Achievement Award, City of Buena Park, for work with the DARE program
♦ Athena Volunteer of the Year Award, Central Orange County Alumnae Panhellenic, for service to community
♦ Winifred Campbell Award, Assistance League of Tustin, for outstanding service to the chapter
♦ Distinguished Educator of the Year Award, California DARE Officers Association
♦ Presenter of outstanding district programs at numerous conferences (California School Boards Association, Association of California School Administrators, First 5 Orange County Children and Families Commission, business round-table, human services, etc.)
♦ Member of State ACSA Elementary Curriculum Committee for three years

Professional and Community Activities – Last 10 Years
♦ Commissioner, First 5 Orange County Children and Families Commission
♦ Four-time Chair of First 5 Orange County Children and Families Commission
♦ Member, First 5 Orange County Children and Families Commission Pediatric Health Services (PHS) Committee
♦ Vice Chair of First 5 Orange County Children and Families Commission Pediatric Health Services Committee
♦ TGR Foundation (formerly known as the Tiger Woods Foundation) Board of Governors
♦ Chair of the Programs Committee, TGR Foundation Board of Governors
♦ Board Member and Corresponding Secretary of Crescendo Chapter of the Guilds of the Segerstrom Center for the Arts
♦ Tustin Public Schools Foundation Board of Directors
♦ Anaheim Chamber of Commerce Board of Directors
♦ Women’s Division of the Anaheim Chamber of Commerce
♦ Anaheim Family YMCA Advisory Board
♦ Anaheim Achieves After School Program Planning Committee
♦ Salvation Army Advisory Board
♦ Leadership Anaheim Board of Directors
♦ Kiwanis Club of Greater Anaheim (Honorary Member)

Professional and Community Activities – Prior to 2008
♦ Association of California School Administrators (Past Region 17 Vice President for Programs)
♦ Association for Supervision and Curriculum Development
♦ Southern Counties Women in Educational Administration
♦ Assistance League of Anaheim (Advisor)
♦ Miss Anaheim Contest (Judge)
♦ Disneyland Community Service Awards Program (Judge)
♦ Anaheim Arts Council (District Membership)
♦ Anaheim Elementary School Management Association
♦ Buena Park Management Team (Past President)
♦ Assistance League of Tustin (Vice Presidents in charge of Membership, Fund Raising, Philanthropies; Provisional Trainer; Assisteens Coordinator; Liaison to Professional Auxiliary, Chairman Long Range Planning Committee; etc.)
♦ National Assistance League (Assisteens Committee)
♦ Las Campanas of Orange County (Mother Debutante and Stag Chairmen, Directress)
♦ Central Orange County Alumnae Panhellenic (Past President)
♦ Alpha Gamma Delta Alumnae Club of Orange County (Past President)
♦ Foothill Education Fund (Past President of Executive Board; Chairman of Fund Raising)
♦ Foothill Parent Teacher Association (Senior Awards Night Chairman)
♦ Hewes Middle School, School Site Council
♦ Hewes Middle School Parent Teacher Association (First Vice President)
♦ St. Paul’s Preschool (Chairman of the Board)
GREGORY HAUULK
MEMBERSHIP APPLICATION - 2019

Name  Gregory Hauk

Home Address:       City  Huntington Bch  Zip 92648

Agency  Huntington Beach City School Dist. Title  Superintendent

Business Address:   City  Huntington Beach  Zip 92646

Phone  Email

CATEGORIES FOR APPOINTMENT
Please indicate all of the categories with which you are currently affiliated as cited in County Ordinance Sec. 1-2-334

X Category 1 - Education and Early Intervention
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   b) Representative of a local school district, or an educator specializing in early childhood development.

☐ Category 2 – Healthy Children and Early Intervention
   a) Representative of a community-based organization that has a goal of promoting nurturing and early childhood development or a local organization for prevention or early intervention for families at risk, or a recipient of project services included in the Commission strategic plan related to healthy children; or
   b) A representative of a local medical, pediatric or obstetric association or society.

Please describe your qualifications that make you eligible for the category(ies) for which you are applying:

I serve as the Superintendent of Schools for the Huntington Beach City School District had have held this position for the past 8 years. I have also served on the O.C. Children and Families Commission for the past 2 years and have also served on the Pediatric Services Commission as well as the liaison for the O.C. Superintendents for the Commission communicating the important work of the Commission for all of the School Districts in Orange County.

Please explain why you wish to serve on the First 5 Orange County Children and Families Commission and the skills that you would bring to the Commission.

I wish to continue the work that I am currently doing on the Commission and bring the skill of a Superintendent of Schools for the past 18 years serving in districts of varied size and demographics and having a strong understanding of the skills and experiences necessary for all Orange County children ages 0 – 5 to be successful in school for both the students and their families.
Please describe a specific issue related to young children and families that you would like to champion in Orange County.

I am a strong supporter of the Early Developmental Index and utilizing those results to change both policies and practices utilizing the data in all 5 domains to better drive decisions. I am also an advocate for early childhood education (ECE) and how important and necessary developing the skills in our students early in their educational careers to promote success that carries through their entire education experience. HBCSD is a strong supporter of both the EDI and EDE.

Please describe how you would personally/professionally support and promote the work of First 5 Orange County, including your networks and any strategies for advancing policies that support young children and families.

Having been the liaison for the Commission to all of the Superintendents of Orange County I can carry the message, the strategic plan, and the mission to all of the districts in the County. Having worked with and on the commission for many years I have participated in the development of the Strategic Plan and believe strongly in the work that the Commission has set out to complete. With the decrease in funding for the Commission, stability and support in leadership is important.

CONFLICT OF INTEREST
Do you have any direct economic interest in programs or other services that may seek funding from First 5 Orange County Children and Families Commission?

X No
☐ Yes  Please explain

N/A

RESUME
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Signature [Signature]  Date Jan 15, 2019
Objective – To continue to provide strong leadership for an innovative school district that desires to meet the needs of all students, develop a reputation as a leader in public education, and develop a strong team of educators dedicated to the goals of the district

EXPERIENCE

AUGUST 2011 – PRESENT

SUPERINTENDENT, HUNTINGTON BEACH CITY SCHOOL DISTRICT

- Improved performance in every school in the District including multiple Gold Ribbon winning schools and Blue Ribbon schools
- District received multiple Golden Bell Awards for innovative programs from the California School Boards Association
- Passed a $159 million dollar bond being used to develop 21st Century technology-based classrooms to transform teaching and learning
- Supported all new initiatives with a robust Professional Development plan, developing Trainers of Trainers and instructional coaches
- Partnered with the Department of Homeland Security as the first school district in the nation to utilize their computerized assessment tool to improve school safety

JULY 2007 – JULY 2011

SUPERINTENDENT, EUREKA CITY SCHOOL DISTRICT

- Developed and implemented programs and policies that improved student performance and moved every school in the district out of Program Improvement status
- Completed projects associated with a $43 million dollar bond project that modernized multiple facilities in the district
- Continued to move the district forward with strong programs, positive teacher and classified association relationships and community support despite a statewide recession and necessary cuts

FEBRUARY 2006 – JUNE 2007

SUPERINTENDENT, SIERRA PLUMAS JOINT UNIFIED SCHOOL DISTRICT

- Developed presentation of courses by interactive video streaming to bring necessary teacher credentialing to small and rural high school to improve student performance
- Developed teams at the district level to define all courses at middle and high school level including formative and summative assessments and develop a course of study for all ability levels

June 1998 – June 2000, PRINCIPAL Junction Middle School
EDUCATION

2001 - 2002
PROFESSIONAL CLEAR ADMINISTRATIVE CREDENTIAL
CALIFORNIA STATE UNIVERSITY, CHICO
1992 - 1993
MASTERS IN EDUCATION, ADMINISTRATIVE CREDENTIAL
NATIONAL UNIVERSITY, SAN DIEGO
1988 – 1989
MULTIPLE SUBJECTS TEACHING CREDENTIAL
UNIVERSITY OF LA VERNE
1985 – 1987
B.A. LIBERAL STUDIES
CALIFORNIA STATE UNIVERSITY, SAN BERNARDINO

SKILLS

• Over 20 years’ experience as a school administrator
• Improved student performance in every school district I have served as a leader
• Strong communicator with all stakeholder groups
• Able to build strong leadership teams with action and accountability
• Have built strong community connections in every district
• Strong knowledge of facilities with experience passing and utilizing over $250 million in Bond money to modernize schools and build new facilities
• Experience in multiple districts with varied communities and demographics from over 20,000 students to a district with fewer than 1000.

ACTIVITIES

COMMISSIONER and VICE CHAIRPERSON – Orange County Children and Families Commission
CHAIRPERSON - Orange County Pediatric Health Services Commission
MEMBER / TEAM LEADER – Huntington Beach Chamber of Commerce
MEMBER – Association of California School Administrators
MEMBER – Orange County Special Education Alliance
TEAM LEADER – WASC High School Accreditation Teams
CHAIRPERSON – Superintendent’s Leadership Committee WOCCSE
PRESENTER ON 21ST CENTURY CLASSROOMS – California School Board Association
MODERATOR AND PRESENTER – Multiple webinar presentations on Transforming School Classrooms to maximize classroom effectiveness
CHAIRPERSON – Orange County Educational Foundation
MEMBER – Huntington Beach Chamber of Commerce
MEMBERSHIP APPLICATION - 2019

Name  Kenneth D. McFarland
Home Address:  City  San Clemente, CA  Zip  92673
Agency  Fountain Valley Regional Hospital & Medical Center  Title  CEO
Business Address  City  Fountain Valley, CA  Zip  92708
Phone  Email

CATEGORIES FOR APPOINTMENT
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X Category 2 – Healthy Children and Early Intervention  
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  b) A representative of a local medical, pediatric or obstetric association or society.

Please describe your qualifications that make you eligible for the category(ies) for which you are applying:

I have been a hospital CEO in Orange County since 2011, including in both the non-profit and investor-owned environments. This includes serving as CEO of Mission Hospital during the period in which its formal affiliation with CHOC was conceived, approved and implemented. I currently serve as CEO at Fountain Valley Regional Medical Center which is CalOptima’s largest private hospital partner and where pediatric services remain a mainstay of care delivery, including a state-of-the-art NICU and PICU. Taken together, this experience would provide an important safety net perspective and consideration on the commission.

I also serve on the Hospital Association of Southern California Board of Directors and have served in various other leadership positions. HASC is also nominating me to the commission.

Please explain why you wish to serve on the First 5 Orange County Children and Families Commission and the skills that you would bring to the Commission.

I can bring a unique perspective to serving young children as delivering health care continues to evolve to ensure that socio-economic, ethnic, geographic and similar factors are taken into account. The movement and momentum toward the integration and coordination care and services continues, including both health and non-health elements as government, the private sector and community-based organizations strive to implement new models such as population health management.
Please describe a specific issue related to young children and families that you would like to champion in Orange County.

I want to ensure that the commission can take full advantage and build upon opportunities that will be forthcoming due to the renewed focus on investments in early childhood programs and wellness in California as proposed by our new Governor Gavin Newsom and to seek more public-private partnerships as we are seeing as government and the private sector move to develop more infrastructure and models in addressing long-standing homelessness and behavioral health issues.

Please describe how you would personally/professionally support and promote the work of First 5 Orange County, including your networks and any strategies for advancing policies that support young children and families.

I will work to promote the work and programs of the commission not just through my hospital, its physician partnering organization and nearby community organizations, but will make myself available to assist the commission in ensuring its annual communications and other strategic goals are met.

**CONFLICT OF INTEREST**

Do you have any direct economic interest in programs or other services that may seek funding from First 5 Orange County Children and Families Commission?

X No

☐ Yes Please explain

At this point, I do not believe I have any such conflict; however, if any of my hospital-affiliated organizations or entities – or another entities falling under our corporate umbrella of my hospital’s parent company (Tenet) were to seek any funding for commission programs or services, I will abstain from voting on relating funding and program decisions.

**RESUME**

Attach a current resume including educational and employment history and mail, hand deliver, or email with membership application to: First 5 Orange County Children and Families Commission, 1505 East 17th Street, Suite 230, Santa Ana, CA 92705, email: Prop10@ocgov.com - Attention: Kelly Pijl by 3:00 p.m. on February 21, 2019.

Signature: [Signature]

Date: 2/21/2019
Position:

Chief Executive Officer

An accomplished executive with proven success in leading and inspiring large complex organizations. Demonstrated experience in fiscal management, developing talent, creating and driving strategy, marketing, mergers and acquisitions and assimilating newly merged organizations operationally and culturally as well as vertically and horizontally. Kenn has a deep knowledge of the Orange County healthcare market, previously serving as President & CEO at Mission Hospital, a 552-bed acute care, full-service facility and designated trauma center in Mission Viejo, Calif., where he served for 18 years in various senior leadership roles.

Kenn earned his bachelor’s degree in accounting and finance from California Polytechnic University, Pomona, an MBA from University of California, Irvine, and, a credential from the California HealthCare Leadership College – Senior Executive Development Program, Berkeley California. Additionally, Kenn is a licensed Certified Public Accountant, California.

Kenn has been married to Kristine McFarland for over 22 years. Their oldest son Jake is a junior at the University of San Diego; and, their son Sean is a freshman at the University of Southern California.
KENNETH D. McFARLAND, CPA, MBA

California 92673

An accomplished executive with extraordinary success in leading and inspiring large complex organizations. Tremendous experience in fiscal management, developing talent, creating and driving strategy, marketing, mergers and acquisitions and assimilating newly merged organizations operationally and culturally as well as vertically and horizontally.

PROFESSIONAL EXPERIENCE

FOUNTAIN VALLEY REGIONAL HOSPITAL & MEDICLAL CENTER, Orange County, California
Part of Tenet HealthCare: a 400-bed tertiary acute care, full service hospital, offering both adult & pediatric medicine over a 35-acre, two hospital campus system. Key Service Lines: heart, stroke, neuro, spine, ortho, women & infants, emergency and surgical.

Chief Executive Officer 2016 - Present
Hired to facilitate turnaround of the hospital’s community reputation, financial performance and to invigorate a new culture within the organization - from a “fear-based” model to one built on trust, healthy conflict, transparency, accountability and results, for a culturally rich and diverse community and work environment.

- Improved EBITDA performance; continue to perform at top range of Tenet Health: 19.7% in 2017; 20.0% YTD 2018.
- Admissions Growth of 3% to prior year; Strong IPA Member Growth.
- Achieved TJC Thrombectomy Designation for Stoke June 2018 – 7th
- Created & Leading Leadership Development Program for Directors, Executives and key physicians. Built upon Patrick Lencioni’s “The Five Dysfunctions of a Team”.
- Reconstituted Governing Board of Directors enlisting key community leaders & physicians.
- Successfully reengaged critical relationship with County Medicaid Agency, Cal Optima, and its CEO. Hospital is largest providers and key safety-net facility for County of Orange.
- Initiated & Leading effort to obtain Trauma designation through American College of Surgeons – target date winter 2019.
- Developing Co-Clinical Agreement with Prominent Children’s Hospital for NICU, PICU & Pediatric Program.

MISSION HOSPITAL, Orange County, California 1998 - 2016
Member of the St. Joseph Health System: a 552-bed tertiary acute-care, full-service facility and regional designated trauma center with two acute-care campuses. Institutes include: Mission Heart Center; Mission NeuroScience & Spine Institute; Behavioral & Mental Health with Chemical Dependency services; Mission Maternity Center; and, Women’s Wellness Center.

President & CEO (2011 - 2016)
Provided leadership, strategy, with responsibility for ministry culture, community relations, and oversight of all hospital and multi-campuses functions for more than 2,800 employees, more than 800 physicians on staff, and more than 600 volunteers.

- Exceeded organizational performance goals five consecutive years, achieving recognition for leading the highest financially performing hospital in St. Joseph Health System: EBIDA for past five years: 16.1% in 2012; 17.1% in Fiscal 2013; 16.9% in Fiscal 2014; 14.9% in Fiscal 2015; and, 17.8% YTD Fiscal 2016.
In partnership with key physician leadership, opened the Mission NeuroScience & Spine Institute (NSI), providing complete and comprehensive neurological services for patients facing stroke, traumatic brain injury, and back disorders. (The institute is a $185 million investment funded through operations and community philanthropic support, which includes the most advanced set of operating suites on the West Coast.)

Acted as chief architect of St. Joseph Hoag Health’s Regional Behavioral & Mental Health service line offerings. Led the regional effort to coordinate inpatient and outpatient mental health services for psychiatric and chemical dependency for all of six Orange County hospitals. Initiated a stigma reduction campaign for behavioral and mental health, which was the first in Orange County.

Orchestrated the acquisition and integration of the Mission Internal Medical Group, (72 physicians supporting 11 specialties) into Mission Heritage Medical Group. The group grew to more than 100 physicians operating in more than 12 geographic locations throughout South Orange County.

Introduced a platform to better align with physicians in hospital operations by creating co-management arrangements to lead, operate and set strategy in collaboration with key practitioners. Created incentives based on financial results, quality outcomes, and patient satisfaction. Negotiated co-management agreements for perioperative services, the Neuroscience & Spine Institute, trauma and emergency medicine.

Provided leadership enabling first-time earning of Magnet® recognition from the American Nurses Credentialing Center for Nursing Excellence.

Selected as the regional executive accountable for assimilating the “Leadership Culture” of the 2013 Affiliation between Hoag Hospitals and St. Joseph Health. Held responsibility for defining and weaving key cultural principles for the successful integration of two distinct operating cultures.

Led the foundation team and foundation board in reaching its philanthropic goal by raising $200 million in community support over the last ten years.

Senior Vice President & CFO (1998 - 2011); Interim Senior Vice President & COO (2008)

Oversaw all aspects of the financial, budgetary and accounting functions as well as revenue cycle, information technology, clinical informatics, patient access, care management, supply chain and materials management, health information services, property management and all hospital joint ventures and their related operations and financial performance.

Assisted in the P&L and balance sheet management that supported the hospital exceeding its 2011 EBDIA Profit Margin - $67.2 million (13.8% margin) with days' cash on hand at 137.

Co-led the due diligence team in a $35.7 million asset purchase of South Coast Medical Center, a 208-bed acute-care facility serving south Orange County’s coastal communities located in Laguna Beach, California. Healthcare services include 24-hour emergency, intensive and medical-surgical care, behavioral health and chemical dependency. Transaction closed July 1, 2009.

- Instrumental in the $12 million turnaround in the first year of ownership.
- Overhauled the scope and service offerings, focusing on behavioral health and chemical dependency.
- Enhanced the technical infrastructure and aesthetic characteristics and adjoining medical office buildings.

Led the campus-wide design for the Perfect Care Initiative, a comprehensive solution to advance a fully electronic medical record. This was a five-year effort to revolutionize the entire continuum of care through information technology, resulting in a complete electronic medical record, computerized physician ordering system, automated medication delivery system, digital radiology, clinical decision support, and bar-coded patient identification.
- Responsible for the hospital’s $280 million, 25-year master plan development. Orchestrated the design, development and structuring of the master plan through leading a team of architects, lawyers, engineers and consultants. Secured the City Council and the Planning Commission’s approval of the master plan and related EIR (Environmental Impact Report) with the granting of a 25-year umbrella development and building permit, a first for the city of Mission Viejo.

- **Acted as the Interim Chief Operating Officer (COO)** for the Sonoma County Hospitals (Santa Rosa Memorial & Petaluma Valley Hospitals) from January 2008 through August 2008. Held oversight of clinical and ancillary departments; participation in the Joint Commission survey; support and input into service line analysis and hospital restructure, including, closure of long-term care, behavioral health and other minor service; led comprehensive study and development of “on call” physician pay structure and management system.

- Responsible for the design, operations and financial success for four hospital joint venture relationships, including a freestanding, multipurpose surgery center and two major real estate joint venture property investments; all of which have experienced profit improvement. Oversaw the management of 12 medical office buildings and health centers, representing more than 560,000-square-feet of space.

- Developed an improved cash management and revenue cycle program. Improved net days’ revenue in accounts receivable to 55 days. Cash collections increased over the previous year of $24.7 million. Reduced “discharged not final billed” (DNFB) to below a daily average of $1 million. Increased point of service cash collections to $5.7 million for FY 2011, a best practice for the health system.

- Served as the initiative owner for Revenue Cycle Value Imperative, a St. Joseph Health System effort to transform the delivery of care to better align systems and processes while maintaining high quality expectations allowing the ministry to deliver perfect care and be more affordable to the communities served.

**IMAGYN MEDICAL TECHNOLOGIES, INC.,** Orange County, California 1997 - 1998
Publicly-held company engaged in the manufacturing, marketing and distribution of medical devices for the healthcare industry with annual sales of $100 million.

**Vice President Finance/CFO - Gynecology Division**
Directed all financial accounting and reporting, cash management, operation order flow, customer service, human resources, and information technology activities. Responsible for assimilating the newly-acquired gynecology division into the company. Led efforts to restructure division operations and selling organization, reducing annualized direct and overhead costs by more than $2 million.

- Directed a cross functional team effort that improved production yields by more than 4%, reduced product back-orders, and improved order fulfillment turnaround time from 48 to 24 hours.

- Led due diligence and financial integration of a $38 million acquisition of a medical technology company located in Boston, Massachusetts. Accomplished financial assimilation into the surgical division which was located in Kalamazoo, Michigan within three months.

International Fortune 50 Company with operations in the beverage, snack food, and restaurant industries with annual sales exceeding $30 billion.
Pepsi Cola, Southern California Business Unit, Orange County, California
Strategic Planning Manager (1996 - 1997)

Responsible for setting the financial and strategic direction for a company representing more than $550 million in sales. Played a key role in the creation of the company’s pricing plan and related communications to internal sales organization and the trade. Developed financial literacy of leadership team and sales organization in fundamental business economics and approval of annual capital plan and cash flow requirements.

- Developed an annual operating plan, establishing regional and local bottling profit goals, as well as operating objectives. Consistently exceeded operating and cash flow goals.
- Created a strategic plan to measure product profitability utilizing a fully loaded standard cost of goods sold methodology. Developed and implemented a PC-based financial planning and forecasting system.
- Collaborated extensively in Pepsi’s market units to develop and implement strategic plans consistent with and flowing into Pepsi’s corporate objective and strategies. Pursued balance between top-down strategic direction and bottom-up implementation.

Pepsi Cola, Southern California, San Diego, California
Market Unit Business Planner (1994 - 1996)

Directed development of annual operating and financial plans for two of Pepsi’s largest market units, with combined sales revenues of more than $200 million. Prepared annual profit, competitive action and strategic business plan.

- Performed financial assessment, through IRR and NPV modeling, on significant contracts, alliances, and business ventures to enhance Pepsi’s bottom-line performance. Managed capital justification and analysis processes.
- Saved more than $10 million in transportation costs by developing more efficient production cycles and product sourcing models.
- Improved the accuracy, consistency, and quality of financial information for the staff and line management’s use. Provided financial leadership and guidance to general managers and management team members.

PepsiCo, Inc., Corporate Audit & Consulting, Purchase, New York/Orange County, California

Provided audit and consulting services to the company’s businesses in the beverage, snack food, and restaurant industries. Developed several annual operating plans for the department. Responsible for managing a satellite office with a professional staff of up to 12.

- Performed substantial due diligence procedures for multiple $100+ million restaurant chain acquisitions – California Pizza Kitchen (CPK) and Chevys Mexican Restaurants.
- Led multi-disciplined teams in a division re-engineering effort and evaluated proposed new systems, polices, and procedures for Pepsi Cola, Frito Lay and Taco Bell divisions.
- Managed international consulting assignments in Korea and Puerto Rico. Assessed and verified manufacturing costs information and operating results to assure profitability for overseas joint ventures in snack food and beverage industries.
ERNST & YOUNG 1984 - 1991
Ernst & Young, a “Big 4” public accounting firm providing audit, tax and management consulting services worldwide.
Manager, Orange County, California (1990 - 1991)
Manager, Honolulu, Hawaii (1989 - 1990)
Staff, Los Angeles, California (1984 - 1986)

EDUCATION, CERTIFICATION & TRAINING
University of California, Irvine (UCI), Irvine, California
MBA, Finance & Economics, 1994

California Polytechnic (Cal Poly) University, Pomona, Pomona, California
Bachelor of Science, Accounting and Finance, 1984

Ministry Leadership Formation Program, 2009:
A three-year off- and on-site program providing the working knowledge and skills to lead the mission and ministry of Catholic Healthcare. The program included senior executives from Catholic Healthcare West, Daughters of Charity, Providence Health & Services, Sisters of Charity of Leavenworth, and the St. Joseph Health System.

Lean Green Belt Certification – Simpler Healthcare, 2008

California HealthCare Leadership College – Senior Executive Development Program, Berkeley California, 2006

Certified Public Accountant, California (1986) and Hawaii (1988)

PROFESSIONAL AFFILIATIONS

Hospital Association of Southern California:
o Board Member & Orange County Area Chair, 2014 – 2016; 2018 to Present.
o Emergency Medical Care Committee (HASC Appointed) County of Orange, 2013 – 2015
Fountain Valley Regional Hospital Governing Board, Board Member Secretary, 2016 to Present
Mission Hospital Board of Trustees, Board Member, 2011 - 2016
Mission Hospital Foundation Board of Directors, President & Board Member, 2011 - 2016
Camino Health Center & Community Benefits Clinic, Board of Trustees & Treasurer, 1998 - 2016
StoneyBrooke Christian Schools, Board of Directors, 2006 – 2009

AWARDS

“CFO of the Year” Award Orange County & Long Beach Chapters of California Society of CPAs (CalCPA), 2007
Susan G. Komen “Pink Tie Guy” Award, recognizing executive men who support breast health service, 2012

COMMUNITY AFFILIATIONS

March of Dimes “March for Babies Walk” Chair, raised more than $850,000, 2014
San Clemente Little League – Board of Directors & Treasurer, 2006 - 2009
MEMBERSHIP APPLICATION - 2019

Name  Michael Silva Rose

Home Address:  City Fountain Valley  Zip 92708
Agency Hoag Hospital  Title Director of Community Health
Business Address  City Newport Beach  Zip 92653
Phone

Email

CATEGORIES FOR APPOINTMENT

Please indicate all of the categories with which you are currently affiliated as cited in County Ordinance Sec. 1-2-334

☐ Category 1 - Education and Early Intervention
  a) Representative of a local child care resource or referral agency, or a local child care coordinating group, or a local organization or prevention or early intervention for families at risk or a recipient of early education project services included in the Commission strategic plan; or
  b) Representative of a local school district, or an educator specializing in early childhood development.

☒ Category 2 – Healthy Children and Early Intervention
  a) Representative of a community-based organization that has a goal of promoting nurturing and early childhood development or a local organization for prevention or early intervention for families at risk, or a recipient of project services included in the Commission strategic plan related to healthy children; or
  b) A representative of a local medical, pediatric or obstetric association or society.

Please describe your qualifications that make you eligible for the category(ies) for which you are applying:

I have worked for Hoag Hospital for over 20 years. Currently I am the Director of the Community Health Department and Community Benefit for the hospital. As such I oversee all the health and wellness programming and services for the low income, uninsured or underinsured communities. Our community based efforts focus on the vulnerable, overburdened and under resourced populations. We work collaboratively with many nonprofit organizations to improve the health status of these communities. We focus both on direct health issues and the social determinants to health.

Please explain why you wish to serve on the First 5 Orange County Children and Families Commission and the skills that you would bring to the Commission.

I would like to be a part of the First 5 Orange County Children and Families Commission in an effort to serve my community, get more involved in prevention and specifically to expand my advocacy work for young children and families. I believe that I have a reputation for integrity and community service. I am a skilled collaborator, communicator and leader who...
would bring relevant mental health and public health expertise to the Commission. I have past and present leadership experience as well as significant success working within highly effective teams. I enjoy creating and implementing programs with others that are innovative and address the whole person/whole family. I also highly value education for the community and nonprofit collaborative partners. Through my work at Hoag I have spearheaded trainings related to Adverse Childhood Events, Trauma Informed Care, Child Abuse Prevention, Mental Health First Aid, Early Developmental Index, and water safety/drowning prevention.

Please describe a specific issue related to young children and families that you would like to champion in Orange County.

I would like to champion issues related to mental health in young children and families. More upstream efforts that focus on prevention, early identification, and early mental health treatment are very much needed in our county. In addition, I am interested in injury prevention in young children including child maltreatment and drowning prevention.

Please describe how you would personally/professionally support and promote the work of First 5 Orange County, including your networks and any strategies for advancing policies that support young children and families.

I am currently serving on the Orange County Mental Health Board as the Chair. There are some significant points of synergy and agenda items that could be pushed out jointly across these commissions. I am also part of the leadership committee for Be Well OC. I am on the OC Pediatric Mental Health System of Care Task Force, Costa Mesa Family Resource Center Steering Committee, Oakview Family Resource Center Steering Committee, PSJH So Cal Regional Ops Team for Mental Health, NMUSD Mental Health Task Force, and the NMUSD Community Alliance. The resources, talent and influence of these groups can be leveraged to advance First 5 Orange County’s strategies and policies. In addition, I have a network of over 80 nonprofit agencies that I collaborate with and partner with through my work at Hoag Hospital. This network could also be leveraged to garner support for initiatives, seek input for strategic planning, and further the mission of the Commission. Many opportunities for collective impact exist.
CONFLICT OF INTEREST
Do you have any direct economic interest in programs or other services that may seek funding from First 5 Orange County Children and Families Commission?

☒ No
☐ Yes  Please explain

RESUME
Attach a current resume including educational and employment history and mail, hand deliver, or email with membership application to: First 5 Orange County Children and Families Commission, 1505 East 17th Street, Suite 230, Santa Ana, CA 92705, email: Prop10@ocgov.com - Attention: Kelly Pijl by 3:00 p.m. on February 21, 2019.

______________________________ Date 2-17-19

Signature __________________________
SUMMARY OF QUALIFICATIONS:

- over 20 years of clinical, leadership and management experience
- comprehensive experience in community outreach & development of inter-organizational partnerships
- extensive experience working within multidisciplinary and collaborative teams
- expertise in collective impact approaches
- results and outcomes oriented
- broad experience presenting formal lectures and seminars
- highly effective organizational abilities
- experience in strategic planning, program development, program implementation and program evaluation
- bicultural, bilingual – Spanish

EXPERIENCE:

5/98 - present  Hoag Memorial Hospital Presbyterian – Director of Community Benefit; Department of Community Health
Responsible for developing, budgeting, implementing, providing oversight and continued management of all Hoag’s Community Benefit Programs. Responsible for the creation and implementation of Community Benefit strategic plans and programmatic goals.

9/01-5/06 University of Southern California School of Social Work – Part time lecturer/ Field Liaison/ Academic Advisor/ Coordinator of Part-time Student Program
Provided instruction for graduate level courses (Field Seminar; Leadership and Management). Functioned as liaison between university and graduate student’s field practicum sites. Held role of Academic Advisor providing guidance, support, and academic counseling as necessary to students. Responsible for the oversight and management of the Part-Time Student Program. Member of the admissions committee.

1/01 – 7/02 Clinica de Ella - Mental Health Consultant
Provided behavioral health expertise and guidance to medical staff. Responsible for conducting mental health assessments and the provision of short-term psychotherapy services for pregnant Spanish-speaking women. Services also include resource brokering and participation in multidisciplinary case planning.

7/00 - 6/01 North Orange County Community College District - Foster Care Education
Created and implemented psycho educational workshops and trainings for foster parents on a variety of parenting-related topics.

10/97 - 5/98 Families Costa Mesa – Bilingual Social Worker
Worked within a multidisciplinary team to provide psychosocial support to disadvantaged families. Provided short-term psychotherapy and professional social work services including assessment, diagnosing and treatment planning, case management, crisis intervention, and resource brokering.
Children's Bureau of Orange County - Team Leader
Provided clinical supervision and administrative management of the California Safe and Healthy Families Program. Responsible for the creation and implementation of parenting classes. Carried an in-home counseling caseload for families with at least one child 0-5 years old.

Children's Bureau of Orange County/OCSSA - In-Home Counselor
Provided in-home family counseling for the O.C. Social Services Agency - Family Preservation Program. Conducted family assessments and goal setting, case management, resource brokering, parental education, and advocacy for Spanish speaking families.

EDUCATION:
Loma Linda University, School of Public Health
2017 DrPH – Health Policy and Leadership
Dissertation: Partnership Development: Evaluation of the Nonprofit Center Model

California State University, Long Beach
1995 - B.A. in Psychology

HONORS & ACCOMPLISHMENTS:
- Community Halo Award – Orange County School Nurses Association 2017
- Created Melinda Hoag Smith Center for Healthy Living 2016
- Mental Health Association Award Nominee - 2014
- George Hoag Pride Award Recipient - 2011
- Outstanding Social Work Advocacy Award – National Association of Social Work 2010
- Distinguished Field Instructor Award – USC 2008; 2010
- Field Agency of the Year Award – USC 2004; 2010; 2018
- National Philanthropy Day – Outstanding Agency Award Nominee 2008
- Leadership Tomorrow Program Graduate 2008
- Latino OC 100 Award Recipient 2007
- Created Hoag Mental Health Center 1998

ADDITIONAL TRAINING:
- Certificate in Supervision and Management
- Law and Ethics
- Leadership for Healthcare Managers and Supervisors
- Field Instructor Certification
- Clinical Supervision
- Families and Schools Together (FAST) – Certificate
- Critical Incident Response
- Domestic Violence

LANGUAGE PROFICIENCY:
Bilingual (English/Spanish)
MEMBERSHIP APPLICATION - 2019

Name: Cynthia HAQ MD

Home Address: City: Irvine Zip: 92617
Agency: UC Irvine Title: Professor and Chair, Family Medicine
Business Address: City: Orange Zip: 92868
Phone: Email:

CATEGORIES FOR APPOINTMENT
Please indicate all of the categories with which you are currently affiliated as cited in County Ordinance Sec. 1-2-334

☐ Category 1 - Education and Early Intervention
   a) Representative of a local child care resource or referral agency, or a local child care coordinating group, or a local organization or prevention or early intervention for families at risk or a recipient of early education project services included in the Commission strategic plan; or
   b) Representative of a local school district, or an educator specializing in early childhood development.

☐ Category 2 – Healthy Children and Early Intervention
   a) Representative of a community-based organization that has a goal of promoting nurturing and early childhood development or a local organization for prevention or early intervention for families at risk, or a recipient of project services included in the Commission strategic plan related to healthy children; or
   b) A representative of a local medical, pediatric or obstetric association or society.

Please describe your qualifications that make you eligible for the category(ies) for which you are applying:

Family physician with > 30 years experience in promoting health of children & families.
Served on similar oversight board of Wisconsin Partnership Program for > 10 years.
Designed and managed educational and clinical services for children in rural & urban communities in US & abroad.

Please explain why you wish to serve on the First 5 Orange County Children and Families Commission and the skills that you would bring to the Commission.

I'm deeply motivated to promote health equity, and understand that this work begins in the womb. My work has bridged clinical medicine, public health and community engagement. I believe in the potential for people to work collectively to bring about positive changes.

Mother of 4 (adult) children, grandmother of 3!
Please describe a specific issue related to young children and families that you would like to champion in Orange County.

There are so many issues that I could describe!
Areas of greatest interest include promoting positive parenting skills; connecting families and children to resources; promoting healthy nutrition & exercise; ensuring that all children are raised in safe, enriching and loving environments.

Please describe how you would personally/professionally support and promote the work of First 5 Orange County, including your networks and any strategies for advancing policies that support young children and families.

As Chair of UCI Family Medicine, our faculty, residents & staff are involved in a wide array of clinical and community outreach activities. I can serve as a liaison between UCI and the Commission, and promote collaboration within and between health systems and community organizations.

CONFLICT OF INTEREST
Do you have any direct economic interest in programs or other services that may seek funding from First 5 Orange County Children and Families Commission?

☐ No
☐ Yes Please explain

UCI as noted above

RESUME
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Signature

Date Jun 15, 2019
Cynthia Haq  
Curriculum Vitae

Formal Education:  
Undergraduate:  
1975-1979 Bachelor of Arts, Indiana University, Bloomington, IN  
Medical School:  
1979-1983 Doctor of Medicine, Indiana University, Indianapolis, IN  
Post Graduate:  
1983-1987 Family Medicine Residency, University of Wisconsin-Madison

Positions Held:  

Faculty Appointments:  
1986 Medical Director, Kasangati Health Center, Honorary Lecturer, Institute of Public Health, Makerere University, Kampala, Uganda  
1987-1989 Assistant Professor, Department of Community and Family Medicine, Dartmouth Medical School, Hanover, New Hampshire  
1990-1991 Visiting Assistant Professor and Fulbright Scholar, Department of Community Health Sciences, Aga Khan University Medical Center, Karachi, Pakistan  
2005 Honorary Lecturer and Fulbright Scholar, College of Health Sciences, Makerere University, Kampala, Uganda  
1989-2017 University of Wisconsin School of Medicine and Public Health (SMPH), Department of Family Medicine and Community Health, Madison, WI  
Assistant Professor of Family Medicine (Clinical Health Sciences), 1989-1994  
Associate Professor of Family Medicine (Clinical Health Sciences), 1994-2001  
Professor of Family Medicine (Clinical Health Sciences), 2001-present  
Professor of Population Health Sciences (Clinical Health Sciences), 2003-present  
Director of Medical Student Education (Department of Family Medicine), 1995-2003  
Founding Director of the Center for Global Health (UW-Madison), 2003-2011  
Director of Training in Urban Medicine and Public Health (TRIUMPH) Milwaukee WI, 2008-present  
2018 University of California-Irvine, Department of Family Medicine  
Clinical Professor and Chair, began position in January, 2018

Professional Appointments:  
2001 World Health Organization, Geneva, Switzerland  
Visiting Professor and Consultant, Organization of Health Services Delivery, Human Resources for Health

Hospital Appointments:  
University of Wisconsin Hospital & Clinics, Madison, Wisconsin, 1986-2017  
St. Mary’s Hospital Medical Center, Madison, Wisconsin, 1986-2017  
Aurora Hospitals and Clinics, Milwaukee, Wisconsin, 2009-2017  
University of California, Irvine, Douglas Hospital, 2018-present
**Teaching Responsibilities:** (at University of Wisconsin through 2017 unless otherwise indicated)

1986-1987  Small Group Leader, Introduction to Clinical Medicine

1986  Medical Director and Village Health Worker Trainer, Kasangati Health Center, Uganda, coordinated medical and public health activities and initiated community based primary health care with village health workers. Sponsored by Minnesota International Health Volunteers and funded by the U.S. Agency for International Development

1986-1987  Senior Resident Instructor, Introduction to Family Medicine for Interns, Department of Family Medicine, University of Wisconsin

1987-1989  Primary Care Clerkship Director, Dartmouth Medical School

1988-1989  International Health Elective Coordinator, Dartmouth Medical School

1989-1990  Small Group Instructor, Community Oriented Integrated Learning (COIL)

1989-2008  Clinical Faculty, Attending Physician, Department of Family Medicine, Madison Residency Program

1989-1990  Faculty Coordinator, Birth and Infancy Continuity Experience (BICE), Led BICE seminars, developed course books for self instruction

1989-1996  Faculty Coordinator, Family Medicine Senior Electives, Supervised student electives in family practice residency centers, community sites, geriatrics, substance abuse, sports medicine and international health

1989-2009  Clinical Preceptor, Group Mentor, Doctor Patient Communication Instructor, Primary Care Clerkship

1990-1991  Community Health and Field Site Instructor, Aga Khan University, Karachi, Pakistan, taught community oriented primary care for first through fifth year medical students

1990-1991  Family Medicine Residency, Aga Khan University Medical Center, Karachi, Pakistan; Developed the first family medicine residency in Pakistan and established guidelines for certification of Family Physicians by the College of Physicians and Surgeons of Pakistan

1991-2000  Faculty Coordinator, Madison Doctors Ought to Care (MAD-DOC), organized volunteer medical student programs in community outreach and health education to school children in southern Wisconsin

1991-1996  Lecturer and Small Group Discussion Leader, Clinical Medicine and Practice, lectured on domestic violence, poverty, culture and health care

1992-1998  Faculty Coordinator, The Poverty Experience, Led yearly extracurricular experience for medical students to increase understanding of the impact of poverty on patients’ health

1992-2008  Founder, Medical Director (till 2001) & Volunteer Physician, South Side MEDIC Clinic, free clinic for uninsured patients in south Madison

1993-1997  Underserved Health Care Elective Coordinator, Coordinated family medicine residents’ participation in homeless and underserved clinics in Madison, Wisconsin

1994-2003  Director, Family Medicine Career Advising Program, matched faculty with students interested in careers in family medicine
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<tr>
<th>Year</th>
<th>Position</th>
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<tbody>
<tr>
<td>1994-2008</td>
<td>Practice Partner, Generalist Physician Program, Clinical instructor and small group leader (till 2003) for 1st &amp; 2nd year students</td>
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<td>1994-2007</td>
<td>Community Medicine Advisor, Developed and monitored rotation for teaching family medicine residents core concepts of community medicine in Madison, Wisconsin, continued supervision of residents in Belleville, Wisconsin.</td>
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<tr>
<td>1995-1997</td>
<td>Course Co-Director, Primary Care in Developing Countries, introduced senior medical students to international health</td>
</tr>
<tr>
<td>1996-2001</td>
<td>Director, Primary Care Clerkship, director of eight week required clerkship for third year medical students</td>
</tr>
<tr>
<td>1998-2008</td>
<td>Founder and Faculty Advisor, Leadership Opportunities with Communities, the medically Underserved, and Special populations (LOCUS)</td>
</tr>
<tr>
<td>2000-2004</td>
<td>International Health Subcommittee Chair, Developed guidelines for Family Medicine resident involvement and content of international health curriculum</td>
</tr>
<tr>
<td>2004-2017</td>
<td>Course Director, Health and Disease in Uganda, Graduate health professional semester and intensive field courses in Uganda, included distance learners from Universities of British Columbia and Minnesota in 2007; field course director 2004, ’05, ’06, ’07, ’08, ’11, ’15, ’17</td>
</tr>
<tr>
<td>2005-2010</td>
<td>Faculty Director, UW-Madison Certificate in Global Health, first offered in fall 2006</td>
</tr>
<tr>
<td>2009-2017</td>
<td>Director, Training in Urban Medicine and Public Health (TRIUMPH), a program focused on recruiting and training physicians to promote health equity for urban disadvantaged populations conducted in Milwaukee, Wisconsin</td>
</tr>
<tr>
<td>2012-2017</td>
<td>Faculty Director, Community Health, Aurora Family Medicine Residency, Milwaukee, WI</td>
</tr>
<tr>
<td>2018</td>
<td>Faculty Co-Director, Schwartz Center Rounds, University of California, Irvine</td>
</tr>
<tr>
<td>2018</td>
<td>Faculty Lecturer, Family Medicine Clerkship, University of California, Irvine</td>
</tr>
</tbody>
</table>

**Clinical Positions:**

<table>
<thead>
<tr>
<th>Year</th>
<th>Position</th>
</tr>
</thead>
<tbody>
<tr>
<td>1984-1987</td>
<td>Emergency Medicine Physician, Methodist Hospital, Madison, WI</td>
</tr>
<tr>
<td>1987-1988</td>
<td>Emergency Medicine Physician, Valley Regional Hospital, Claremont, NH</td>
</tr>
<tr>
<td>1987-1989</td>
<td>Faculty Physician, Dartmouth Family Practice Center, Alice Peck Day Memorial Hospital, Mary Hitchcock Memorial Hospital in Hanover, NH</td>
</tr>
<tr>
<td>1989-2008</td>
<td>Faculty Physician, Belleville Family Medical Center, family medicine, including obstetrics and geriatrics in Belleville, a rural farming community, contributed to community oriented primary care projects and residency teaching; clinic director from 1991-1992.</td>
</tr>
<tr>
<td>1989-2008</td>
<td>Staff Physician, New Glarus Nursing Home, New Glarus, WI</td>
</tr>
<tr>
<td>2005</td>
<td>Volunteer Physician, Reach Out Mbuya, trained staff, provided clinical services and antiretroviral therapy for people with AIDS in Uganda</td>
</tr>
<tr>
<td>2008-2017</td>
<td>Attending Physician, Bread of Healing and City on a Hill clinics for the poor and uninsured in Milwaukee, Wisconsin</td>
</tr>
<tr>
<td>2011-2012</td>
<td>Family Physician, Progressive Healthcare Association, Federally Qualified Community Health Center in Milwaukee, Wisconsin</td>
</tr>
</tbody>
</table>
2010-2017  Attending Family Physician, Aurora Health Care Family Medicine Residency, Milwaukee, Wisconsin

2018-current  Attending Family Physician, University of California, Irvine, Family Medicine Residency

Licensing:

2017-present  State of California; Medical and Surgical License
1984-present  US Federal Drug Enforcement Registration
1983-2019  State of Wisconsin; Medical and Surgical License
1987  Advanced Trauma Life Support
1987-present  Certified, American Board of Family Medicine (recertified in 2016 through 2026)
1987  State of New Hampshire
Medical and Surgical License (inactive)
1988  State of Vermont
Medical and Surgical License (inactive)
1989  Advanced Cardiac Life Support
1990  Pakistan Medical and Dental Council
Medical and Surgical License (inactive)
1992  Advanced Life Support in Obstetrics
2005  Uganda Medical and Surgical License (inactive)
2006  Neonatal Resuscitation (recertified)

Committees:

Departmental:

1984-1987  Patient Care Committee
1992  AIDS Task Force Leader
1992-1994  Education Committee
1993  Community Health Curriculum, Director
1994-2003  Executive Committee
1995-2003  Madison Leadership Team
1998-2004  Diabetes Care Task Force
1998-1999  Funding Task Force
1999  Faculty Search Committee
2004-2007  Gender Task Force Leader
2005-present  Promotions Committee
2007-2010  Global Health Advisory Committee

Medical School/Hospital Committees:

1992  Medical Scholars Admissions Committee
1992-1993  Multicultural Curriculum Committee, Chair, 1993-1996, Member
1992-1993  Bioethics Committee, St. Mary’s Hospital Medical Center
1992-1995  University of Wisconsin Medical School Admissions Committee
1995; 2009  Licensing Commission for Medical Education, Self Study Task Force
1995-1998  Educational Policy Council
1996-1997  Associate Dean of Students Search Committee
1996-2000  Medical School Curriculum Revision; Patient, Doctor and Society Steering Committee
1998-1999  Associate Dean for Curriculum Search Committee, Co-Chair with Dr. John Harting
1998-1999  Mission Aligned Management and Allocation Budget Steering Committee
1999-2003  Medical Education for 21st Century Advisory Committee
2000  Assistant Dean for Community and Rural Health Search
2001-2003  International Health Advisory Committee, Chair
2005-2006  University of Wisconsin School of Medicine Dean’s Search
2006-2010  Public Health Curriculum Transformation Task Force Member
2007-2009  Wisconsin Partnership Fund, Medical Education and Research Committee and Executive Committee Member (elected)
2010-2017  Wisconsin Partnership Fund, Oversight and Advisory Committee, Appointed by Dean of the UW SMPH and the University of Wisconsin Board of Regents
2012-2017  Public Health Innovations in Medical Education (PRIME) Steering Committee, University of Wisconsin, School of Medicine and Public Health
2013-2017  Transformations in Medical Education (TME), Community engagement faculty leader, University of Wisconsin, School of Medicine and Public Health
2017  Health Equity Curriculum Task Force, Co-director with Dr. Parvathy Pillai, University of Wisconsin, School of Medicine and Public Health

State/Regional Committees:

1991-1992  Liaison Faculty for Community Area Health Education Centers (AHEC), Wisconsin
1996-2000  Faculty Work Group, Wisconsin Area Health Education Center (AHEC)
<table>
<thead>
<tr>
<th>Year Range</th>
<th>Position/Role</th>
</tr>
</thead>
<tbody>
<tr>
<td>1998-2001</td>
<td>Charitable Works and Community Outreach, Wisconsin Academy of Family Physicians</td>
</tr>
<tr>
<td>2010-2017</td>
<td>Steering Committee, Lindsay Heights Neighborhood Health Alliance, Milwaukee, Wisconsin</td>
</tr>
<tr>
<td>2011-2017</td>
<td>Center for Urban Population Health, Advisory Board Member, Milwaukee, WI</td>
</tr>
<tr>
<td>2012-2014</td>
<td>Advisory Committee, primary care workforce planning, Wisconsin Academy of Family Physicians</td>
</tr>
<tr>
<td>2012-2014</td>
<td>Lifecourse Initiative for Healthy Families (LIHF) Steering Committee Member, University of Wisconsin, School of Medicine and Public Health, focus on reducing African American infant mortality in Milwaukee</td>
</tr>
<tr>
<td>2018-present</td>
<td>Clinical Executive Leadership Committee, Workforce Planning, Council of Clinical Chairs, Primary Care Task Force, University of California, Irvine</td>
</tr>
</tbody>
</table>

**National/International Committees:**

<table>
<thead>
<tr>
<th>Year Range</th>
<th>Committee</th>
</tr>
</thead>
<tbody>
<tr>
<td>1994-1996</td>
<td>Society of Teachers of Family Medicine, International Committee, Chair</td>
</tr>
<tr>
<td>1995-2003</td>
<td>Society of Teachers of Family Medicine, Predoctoral Directors Steering Committee</td>
</tr>
<tr>
<td>2000-2001</td>
<td>Society of Teachers of Family Medicine, Group on Predoctoral Training, Chair</td>
</tr>
<tr>
<td>2005-2014</td>
<td>American Academy of Family Physicians, Center for International Health Initiatives, Advisory Board Member</td>
</tr>
<tr>
<td>2016-2017</td>
<td>American Association of Medical Colleges, Council of Faculty and Academic Societies, senior faculty representative from University of Wisconsin, SMPH</td>
</tr>
</tbody>
</table>

**Peer Review Panels:**

<table>
<thead>
<tr>
<th>Year Range</th>
<th>Panel</th>
</tr>
</thead>
<tbody>
<tr>
<td>1989-present</td>
<td>American Family Physician</td>
</tr>
<tr>
<td>1995-present</td>
<td>Family Medicine</td>
</tr>
<tr>
<td>1997-2000</td>
<td>Department of Health and Human Services, Bureau of Health Professions, Predoctoral Training in Family Medicine and Primary Care Peer Review</td>
</tr>
<tr>
<td>1998-2001</td>
<td>Journal of General Internal Medicine</td>
</tr>
<tr>
<td>1998-present</td>
<td>Journal of Family Practice</td>
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<tr>
<td>2000-present</td>
<td>Education for Health</td>
</tr>
<tr>
<td>2002-present</td>
<td>BioMed Central Public Health: International electronic journal of public health</td>
</tr>
<tr>
<td>2005-present</td>
<td>African Health Sciences: Peer reviewed journal based at Makerere University in Uganda</td>
</tr>
<tr>
<td>2006</td>
<td>Health Research Board of the Irish Government</td>
</tr>
<tr>
<td>2006, 2009</td>
<td>National Institutes of Health (USA), Fogarty International Center, Global Health Reviewer</td>
</tr>
<tr>
<td>2007-present</td>
<td>Wisconsin Medical Journal</td>
</tr>
<tr>
<td>2009-present</td>
<td>Annals of Family Medicine</td>
</tr>
</tbody>
</table>
2010-present   Academic Medicine

Honors and Awards:

1975-79    Hoosier Scholastic Scholarship, Indiana University, Bloomington, IN
1982    Women Faculty Members’ Award, Indiana University School of Medicine, Indianapolis, IN
1983    A.B. Richter Scholarship in Child Psychiatry, Indiana Univ. School of Medicine
1987    Residency Research Award, Wisconsin Academy of Family Physicians
1990-'91    Fulbright Scholar, Lecture and Research, Pakistan
1994    Marc Hansen Lectureship Award, Department of Family Medicine, Madison, WI
1997    University of Wisconsin Teaching Academy Fellow, Madison, WI
1998    Community Service Award, Wisconsin Academy of Family Physicians
1998-99    Medical Education Development and Leadership Fellow, UWMS
1998    Distinguished Mentor, UWMS
1999    Dean’s Teaching Award, UWMS
2001    Wisconsin Academy of Family Physicians, Family Physician Educator of the Year
2001    American Academy of Family Physicians, President’s Award
2001    American Medical Association, Association of American Medical Colleges, and Pfizer
         Medical Humanities Initiative, Humanism in Medicine Award
2002    Society of Teachers of Family Medicine, National Excellence in Education Award
2002-2013    Top Family Doctor in Connolly’s America’s Top Doctor National Poll
2003    Society of Teachers of Family Medicine, International Committee, Gabriel Smilkstein Award
2005    World Association of Family Doctors (Wonca), Global Family Doctor Award
2005    Fulbright Scholar, Lecture and Research, Uganda
2009    UW School of Medicine and Public Health, keynote speaker selected for white coat ceremony
2010    Alpha Omega Alpha; medical honor society, elected by UW medical students
2012    Wisconsin Academy of Letters, Arts and Sciences, elected as fellow for life
2013    Gold Humanism Society and Leonard Tow Award for humanism in medicine, selected by
         UW medical students for demonstration of outstanding compassion and clinical excellence
2014    Milwaukee County Medical Society, Community Impact Award, selected as inaugural
         physician recipient
2014    University of Wisconsin, Department of Family Medicine, John J. Frey III writing award
2014 American Association of Medical Colleges, Arnold Gold Foundation Humanism in Medicine Award, selected by the Organization of Student Representatives as national recipient

2015 University of Wisconsin, Department of Family Medicine, John J. Frey III writing award

2016 American Academy of Family Physicians, Exemplary Teaching Award, selected as national recipient

Professional Memberships:

American Academy of Family Physicians

Association of Departments of Family Medicine

California Academy of Family Physicians

Consortium of Universities for Global Health, Global Health Medical Education Consortium (formerly International Health Medical Education Consortium)

International Rescue Committee, Women’s Commission for Refugee Women and Children

Physicians for a National Health Plan

Society of Teachers of Family Medicine

Grants and Monetary Awards

(a) investigator; (b) monetary amount; (c) time period; (d) brief description

Extramural Grants

1. U.S. National Endowment for Democracy. (a) Cynthia Haq, PI, (b) $12,000; (c) 01/01/88-12/30/88; (d) Conducted needs assessment for Afghan refugee women and children living in Northwest Frontier Province, Pakistan. This assessment led to testimony in the US Congress and a $450,000 award from the US Agency for International Development to establish schools in northern Pakistan for Afghan women and children.

2. U.S. Department of Health & Human Services; Predoctoral Training Grant. (a) Susan Skochelak and Cynthia Haq co-PIs, (b) $621,940; (c) 07/01/92-06/30/95; (d) Developed longitudinal medical school curriculum to train faculty and students to address the needs of medically underserved populations.

3. United States Department of Defense, National Security Educational Program. (a) Cynthia Haq, Project Director; (b) $346,000; (c) 09/01/95-09/30/97; (d) Infrastructure development for international health curricula; Developed international health core curriculum and fellowship program for US medical students in eight developing countries in collaboration with the Universities of California, Colorado and Rochester and the American Medical Student Association.

4. U.S. Department of Health & Human Services; Predoctoral Training Grant. (a) Cynthia Haq, PI, (b) $60,449; (c) 07/01/96-06/30/98; (d) Enhanced medical school curriculum to train faculty and students to address the needs of culturally diverse populations.

5. U.S. Department of Health & Human Services; Predoctoral Training Grant. (a) Cynthia Haq, PI, (b) $263,697; (c) 07/01/96-06/30/98; (d) Expanded and strengthened the statewide Primary Care Clerkship with faculty development and web based instruction.
6. U.S. Department of Health & Human Services; Predoctoral Training Grant. (a) Cynthia Haq, PI; (b) $360,000; (c) 07/01/98-06/30/01; (d) Developed curriculum to teach communication skills and community health leadership skills.

7. U.S. Department of Health & Human Services; Predoctoral Training Grant. (a) Cynthia Haq, PI; (b) $780,000; (c) 07/01/01-06/30/04; (d) Communication, Information and Community Service; Developed longitudinal curricula to teach communication skills, evidence based medicine and community health leadership to faculty and students.

8. World Health Organization; Human Resources for Health. (a) Cynthia Haq, consultant and project director; (b) $24,000; (c) 01/02/01-12/30/01; (d) Led global network of family doctors and WHO experts to write and publish the book, Improving Health Systems, the Contribution of Family Medicine.

9. U.S. Department of Health & Human Services; Predoctoral Training Grant. (a) Cynthia Haq, PI, (b) $383,000; (c) 07/01/01-06/30/04; (d) Education to Address the Health Needs of Communities; developed longitudinal curricula in community and population health.

10. World Health Organization. (a) Cynthia Haq, Short Term Educational Consultant; (b) $6,000; (c) 07/01/02-08/01/02; (d) Assessed medical education and provided recommendations to the Ministry of Health and Medical Education and the WHO Regional Officer in Iran.

11. Rennebohm Foundation Board Members. (a) Cynthia Haq, PI, (b) $130,000; (c) 07/30/03-06/30/04; Developed UW Global Health Program.

12. United States Government, Fulbright Scholar Award. (a) Cynthia Haq, PI; (b) $47,000; (c) 01/01/05-07/30/05; (d) Developed curriculum to train Ugandan family physicians and worked with academic centers, communities and government to strengthen primary care with family medicine in Uganda.

13. Emeritus Professor William Young and Leona Sonderegger. (a) Cynthia Haq, PI; (b) $175,000; (c) 07/01/05-10/30/07; (d) Establish and develop UW Center for Global Health.

14. American International Health Alliance. (a) Girma Tefera, PI; Cynthia Haq faculty lead for the UW Center for Global Health; (b) $200,000; (c) 07/01/2009-06/30/2010; (d) To train emergency medicine physicians and nurses in Ethiopia.

15. American International Health Alliance. (a) Girma Tefera, PI; Cynthia Haq faculty leader for the UW Center for Global Health; (b) $400,000; (c) 07/01/2010-06/30/2011; (d) To train physicians and nurses to address adult, pediatric and obstetric emergencies in Ethiopia.

16. Medical Education Partnership Initiative. (a) Miliard Derbew, PI; Cynthia Haq faculty leader for UW Center for Global Health; (b) $10,000,000; (c) 09/01/2010-08/31/2015; (d) To strengthen medical education, provide faculty development, expand medical research, promote gender equity and establish family medicine training in Ethiopia.

17. Primary Care Innovations in Medical Education (PRIME). (a) Patrick Remington, PI; Cynthia Haq co-PI for Path of Distinction in Public Health; (b) $1,500,000; (c) 08/01/2012-07/31/2017; (d) To strengthen the primary care and public health content of the curriculum for UW medical and physician assistant students.

18. Indians (Native Americans) in Medical Education (INMED). (a) Erik Brodt, PI; Cynthia Haq academic advisor; (b) $950,000; (c) 09/01/14-08/31/19; (d) to enhance recruitment, training and support for Native American health professional students.

19. Global Health Education and Training (GHETs). (a) Innocent Besigye, PI; Cynthia Haq co-principal investigator; (b) $10,000; (c) 06/01/16-12/30/17; (d) to explore the progress and challenges of family physicians in Uganda.

University of Wisconsin Internal Grants:
1. University of Wisconsin Department of Family Medicine-Dr. Mike Fleming. (a) Cynthia Haq, PI, (b) $1,000; (c) 1991; (d) Resource development grant for Doctors Ought to Care to provide educational materials for medical students engaged in community health education to Wisconsin school children.

2. University of Wisconsin, Division of International Studies. (a) Richard Anstett and Cynthia Haq co-PIs; (b) $9,500; (c) 07/01/94-6/30/95; (d) Developed new course on Primary Care in Developing Countries.

3. Southwest Area Health Education Center-Wisconsin. (a) Cynthia Haq, PI, (b) $41,000; (c) 07/01/97-06/30/99; (d) Developed community health outreach programs for students with rural and medically underserved populations.

4. Southwest Area Health Education Center-Wisconsin. (a) Cynthia Haq, PI, (b) $20,000; (c) 07/01/99-06/30/00; (d) Support for community health education projects of Leadership Opportunities with Communities, the medically Underserved and Special populations (LOCUS) medical student fellows.

5. Southwest Area Health Education Center-Wisconsin. (a) Cynthia Haq, PI, (b) $20,000; (c) 07/01/00-06/30/02; (d) Support for electronic curricula for community based primary care physician preceptors.

6. University of Wisconsin, Division of International Studies, Innovations in International Education. (a) Cynthia Haq, PI; (b) $19,500; (c) 07/01/03-06/30/04; (d) Health and Development in Africa: Developed course on primary health care in Uganda.

7. University of Wisconsin Division of Continuing Studies. (a) Cynthia Haq, PI; (b) $177,000; (c) 07/01/06-06/30/07; (d) Established courses for certificate in global health.

8. University of Wisconsin Division of Continuing Studies. (a) Cynthia Haq, PI; (b) $181,000; (c) 07/01/07-06/30/09; (d) To expand global health courses for distance and adult learners.

9. University of Wisconsin Division of Continuing Studies. (a) Cynthia Haq, PI; (b) $45,000; (c) 07/01/09-06/30/10; (d) To sustain and expand global health courses for returning adult students.

10. University of Wisconsin Division of Continuing Studies. (a) Cynthia Haq, PI; (b) $53,000; (c) 07/01/10-06/30/11; (d) To sustain and expand global health courses for returning adult students.

11. Wisconsin Area Health Education Center. (a) Cynthia Haq, PI; (b) $16,000; (c) 01/01.10-10/01/11; (d) To promote educational collaboration with federally qualified community health centers in Milwaukee.

12. Wisconsin Partnership Program. (a) Barbara Horner-Ibler, PI; Cynthia Haq, Academic Partner; (b) $50,000; (c) 07/01/2011-06/30/2014; (d) To promote oral health and education for uninsured residents of central Milwaukee.

13. Wisconsin Partnership Program. (a) Sharon Adams and JoAnne Sabir, PIs; Cynthia Haq and John Frey, academic partners; (b) $400,000; (c) 04/01/2014-03/31/2017; (d) To promote health and enhance community support for residents of the Lindsay Heights neighborhood in central Milwaukee.

14. United States Department of Health and Human Services. (a) Erik Brodt PI; Cynthia Haq academic mentor; (b) $1,000,000; (c) 09/01/2014-08/31/2019; (d) To develop curricula and to recruit, retain and train Native American students, residents and faculty to the UW School of Medicine and Public Health.

Publications:

**Peer Reviewed Journals-First Author:**
Haq estimated contributions: Idea (%); Writing (%); Research (%); Analysis (%)


11. Haq C, Carufel-Wert D, Grosch M. Leadership Opportunities with Communities, the Underserved and Special Populations. Academic Medicine, 2002; 77:740. Work-in progress report. Idea 90%; Writing 90%; Research 80%; Analysis 80%.


15. Haq C, Steele D, Marchand L, Seibert C, and Brody D. Integrating the art and science of medical practice: innovations in teaching medical communication skills, invited paper for the Undergraduate Medical Education for the 21st Century Project, Family Medicine, 2004; 36: S43-50. Idea 60%; Writing 50%; Research 30%; Analysis 50%.


22. Haq C, In Awe of Being Human, a Doctor’s Stories from the Edge of Life and Death by Betsy MacGregor (book review); Family Medicine 2014;46(10): 807-808.


Peer Reviewed Journals-Contributing Author:


16. Kvach E, Connif J, Desalegn D, Tefera G, Derbew M, **Haq C**; Promoting Gender Equity at the College of Health Sciences, Addis Ababa University, Ethiopia; Ethiopian Medical Journal, Special Issue on the Medical Education Partnership Initiative, 2015 53(2).

17. Lukoloyo H, **Haq C**; Taxes, Antes and Bonuses; More on the Realities of Global Health Careers; Letter to the editor, Academic Medicine, 2016 91(2): 161-163.


Publications-Books and Book Chapters:


8. Knox AB Editor, Kvach E, Haq C, Gebremariam M, Taddesse F; Promoting Gender Equity and Leadership among Ethiopian Women in Medicine, Mapping the Field of Adult and Continuing Education: an International Compendium (Volume 1), American Association for Adult and Continuing Education, Stylus Publishing 2017.


Non-Peer Reviewed Publications and Scholarly Work:

Cynthia Haq was sole author unless otherwise specified.


2. New Patient Information Brochure, Belleville Family Medical Clinic, Department of Family Medicine, University of Wisconsin, Madison, 1990.

3. Core Curriculum and Logbook: Birth and Infancy Continuity Experience, Department of Family Medicine, University of Wisconsin, Madison, 1990.


5. Guidelines for Community Health Experiences and Continuity Patient Projects, Primary Care Clerkship, Department of Family Medicine, University of Wisconsin, Madison, 1992.


7. Manual for Faculty Teaching Cross Cultural Communication, Primary Care Clerkship Doctor Patient Communication Course, Department of Family Medicine, University of Wisconsin, Madison, 1993.

8. Multicultural Objective Structured Clinical Exam, 1994, Primary Care Clerkship, Department of Family Medicine, University of Wisconsin, Madison, 1993.


11. Primary Care in Developing Countries Course Syllabus, 1995, 1996.


15. Department of Family Medicine, Medical Student Education Website http://www.fammed.wisc.edu/medstudent/ in collaboration with Marijka Hambrecht and the Office of Medical Student Education team, established in 1999 with revisions through 2002.


**Videotapes Produced:**

1. Interviewing a Victim of Domestic Violence, Clinical Medicine and Practice Year 1, University of Wisconsin Medical School, 1992.

2. Doctor Patient Communication in Cross Cultural Medical Encounters, Tapes with physicians and patients demonstrating techniques of listening to the patient’s perspective, explaining diagnoses and negotiating therapeutic plans sensitive to patient’s socio-cultural conditions, 1993.

3. The Complete History and Physical, Introduction to Clinical Medicine, University of Wisconsin Medical School, 1993.


10. University of Wisconsin Collaborative Center for Health Equity, with Dr. Alex Adams and colleagues. 2014
11. Humanism in Medicine, American Association of Medical Colleges, 2014

**Faculty Development Programs Produced:**

1988  Teaching Primary Care in Community Practice Settings. Faculty Development Workshop Leader, Workshop for Dartmouth Faculty Preceptors, Hanover, NH.

1991  Training Health Professionals to Work with the Medically Underserved. University of Wisconsin.

1992  Culture and Health Care: Expanding the Biopsychosocial Perspective. Faculty Development Workshop Leader, University of Wisconsin.

1993  Teaching Cross-Cultural Communication Skills to Medical Students. Retreat for Faculty in the Doctor - Patient Communication Course of the Primary Care Clerkship, Department of Family Medicine, Madison, WI.

1995  Culture and Health Care. Workshop for Faculty of the University of Wisconsin Medical School with Dr. Arthur Kleinman, visiting professor, Madison, WI.

1996  Identifying Priorities in Family Medicine Undergraduate Education. Retreat for Predoctoral Division Faculty and Staff. Department of Family Medicine, Madison, WI.

1996-2000  Primary Care Clerkship: Statewide Site Visits for Faculty Development. Milwaukee, Minocqua, La Crosse, Appleton.

1997-2000  Predoctoral Family Medicine Retreat Leader, Madison, WI.

1997-2000  Primary Care Clerkship: Statewide Faculty Retreat.

1999  Teaching Patient Centered Communication: Finding Common Ground, faculty leader for national workshop, skills group leader and small group leader on cross cultural communication and dealing with challenging teaching situations, Madison, WI.

2001-2004  Communication, Information and Community Service, director of faculty development series, University of Wisconsin Medical School.

2009-current  Training in Urban Medicine and Public Health Faculty Advisory Committee convener, UW SMPH, Milwaukee, WI.

2011-'15  Family Medicine Faculty Development and Leadership Skills to Promote Gender Equity Fellowships for physicians from Addis Ababa, Hawasa and Haramaya Universities in Ethiopia, UW Dept of Family Medicine and SMPH

2017  Healthy Embodied Agile Leadership (HEAL), inter-professional intensive faculty development program to cultivate leadership skills with the Institute for Zen Leadership, Spring Green, Wisconsin

**Presentations with Published Abstracts:**


Annual Meeting, St. Louis, MO.

1994  Engaging Students with the Medically Underserved, Development of Medical Student Led
Clinics. STFM Annual Predoctoral Conference, Tucson, AZ.

1994  Primary Health Care: The Case for Training Family Physicians for Pakistan. Keynote
Address, Annual Meeting of the Association of Pakistani Physicians of North America and
the Faculty of Jamshoro Medical College in Hyderabad, Pakistan.

1995  Creating a Multicultural Curriculum for a Primary Care Clerkship. Workshop at the STFM
Predoctoral Conference, Charleston, SC.

Special Session, STFM Annual Meeting, New Orleans, LA.

1995  Creating a Longitudinal Multicultural Medical School Curriculum. Peer presentation, STFM
Annual Meeting, New Orleans, LA.

1996  The Challenge of Building Partnerships with Communities for Health. Plenary address,
Hinsdale Forum for Behavioral Sciences in Family Medicine, Oak Brook, IL.

1997  Balancing Teaching and Clinical Priorities. Seminar at STFM Conference, Orlando, FL.

1997  Student Beliefs about Generalist and Subspecialist Medical Practice During the First Two
Years of Medical School. Peer presentation at STFM Annual Predoctoral Education
Conference, Orlando, FL.

1997  Doctors Ought to Care: Engaging Medical Students in Community Health Education. STFM
Annual Predoctoral Education Conference, Orlando, FL.

STFM Annual Predoctoral Conference, New Orleans, LA.

Meeting, Chicago, IL.

1999  Mentoring Junior Faculty and Medical Students. Preconference Workshop at STFM
Predoctoral Conference, Savannah, GA.

1999  Tapestries; Longitudinal Perspectives from Women in Family Medicine. Workshop at STFM
Annual Meeting, Seattle, WA.

2000  Family Medicine Web Curriculum Development. STFM Predoc Conference, San Antonio,
TX.

2000  Who are the Teachers of Family Medicine? Seminar at STFM Predoc Conference, San
Antonio, TX.

2000  Preparing Future Leaders in Family Medicine. Seminar at STFM Spring Conference,
Orlando, FL.

2001  Twenty Years of Family Medicine Predoctoral Education at the University of Wisconsin,
USA. Seminar presented with John Beasley, Wonca World Congress, Durban, South Africa.

2002  How to Develop Web-based Curricula: Practical Lessons Learned from Three Institutions.
Workshop at STFM Annual Predoctoral Conference, Tampa, Fla.


2002  LOCUS: Preparing Health Professionals for Community Health Leadership; Workshop at the Network: Towards Unity for Health Annual Conference, Eldoret, Kenya.

2003  Preparing Physicians in Training for Community Health Leadership: LOCUS Workshop at the Society of Teachers of Family Medicine Annual Meeting, Atlanta, Georgia.

2003  Cultural Lessons from Global Family Medicine Developments: Moderator of panel presentation including Drs. Pablo Blasco, Leon Fay, Deb Rothenberg and Bruce Dahlman, Society of Teachers of Family Medicine Annual Meeting, Atlanta, Georgia.


2003  Leadership for Excellence in Medical Education, 5th National Congress on Medical Education in Shiraz, Iran.


2006  Family Medicine Education for Primary Health Care, 8th Congresso Brasileiro de Medicina de Familia e Comunidade (8th National Brazilian Conference on Family and Community Medicine)

2006  Global Health Needs, Progress, Challenges in Family Medicine, 2006 Symposium on Family Medicine and Community Health Sciences in Beijing, China

2008  The Role of Academic Health Centers in Preparing Health Professionals for Global Health Careers; Plenary Address, Global Health Education Consortium Annual Meeting, Sacramento, California

2008  Finding a Path in Global Health for Family Physicians; American Academy of Family Physicians International Committee Annual Meeting, Denver, Colorado

2008  World Health Report 2008: Primary Health Care and Messages for Family Medicine; with Drs. Vincent Hunt and Jan De Maeseneer; Primary Care Family Medicine Meeting; Kampala, Uganda


2009  Staying and Getting Out of Trouble in Global Health Education; American Academy of Family Physicians International Committee Annual Meeting, Denver, Colorado
2009  Evaluating Outcomes of a Graduate Certificate in Global Health; Consortium of Universities for Global Health Annual Meeting, Bethesda, Maryland.

2010  Unprecedented Opportunities for Family Medicine in Global Health; plenary address, American Academy of Family Physicians, Center for International Health Initiatives Annual Meeting, Miami, Florida

2010  Towards Best Practice in Global Health Education; Staying Out and Getting Out of Trouble; American Academy of Family Physicians, Center for International Health Initiatives Annual Meeting, Miami, Florida

2010  Stepping Stones to Get Started in Global Health; American Academy of Family Physicians, Center for International Health Initiatives Annual Meeting, Miami, Florida


2011  Haq C, and VanDurme D. When Things Go Wrong; Staying Out and Getting Out of Trouble in Global Health Field Work; American Academy of Family Physicians, Center for International Health Initiatives Annual Meeting, San Diego, CA


2012  Staying and Getting Out of Trouble in Global Health Education; American Academy of Family Physicians, annual global health meeting, Minneapolis, Minnesota.

2012  Promoting Gender Equity in Ethiopia; American Academy of Family Physicians, annual global health meeting, Minneapolis, Minnesota.

2013  Partnerships for Global Health, a View from US Universities; invited keynote for the Ethiopian People to People annual diaspora conference, Pentagon City, Virginia.

2013  In the Community and Around the World Family Physicians and Global Health; invited keynote for the Family Medicine Midwest conference, Milwaukee, Wisconsin.

2013  Creating the Career You Love in Family Medicine and Global Health; American Academy of Family Physicians, annual global health meeting, Baltimore, Maryland.

2013  Medical Education Partnership Initiative to Promote Family Medicine and Gender Equity in Ethiopia; American Academy of Family Physicians, annual global health meeting, Baltimore, Maryland.
<table>
<thead>
<tr>
<th>Year</th>
<th>Title</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>2014</td>
<td>Promoting Gender Equity for Health Professionals in Ethiopia</td>
<td>American Academy of Family Physicians, annual global health meeting, San Diego, CA.</td>
</tr>
<tr>
<td>2014</td>
<td>My Bad; Promoting Positive Collaborations in Global Health</td>
<td>American Academy of Family Physicians, annual global health meeting, San Diego, CA.</td>
</tr>
<tr>
<td>2014</td>
<td>Innovative Programs to Develop Future Physician-Leaders for Urban Underserved Communities; with faculty from UCLA, UIC, American Association of Medical Colleges</td>
<td>annual medical education meeting, Chicago, IL.</td>
</tr>
<tr>
<td>2015</td>
<td>Global Transformative Medicine Education; Lessons from Abroad</td>
<td>Invited moderator at Beyond Flexner Medical Education conference, Albuquerque, New Mexico.</td>
</tr>
<tr>
<td>2015</td>
<td>Context Matters-Promoting Family Medicine in East Africa</td>
<td>American Academy of Family Physicians, annual global health meeting, Denver, Colorado</td>
</tr>
<tr>
<td>2015</td>
<td>Women as Global Health Leaders: Opportunities and Challenges</td>
<td>American Academy of Family Physicians, annual global health meeting, Denver, Colorado</td>
</tr>
<tr>
<td>2016</td>
<td>Training in Urban Medicine and Public Health; Preparing Physicians to work in Urban, Medically Underserved Communities</td>
<td>annual Society of Teachers of Family Medicine meeting, Minneapolis, MN</td>
</tr>
<tr>
<td>2017</td>
<td>TRIUMPH Humanism Rounds, Cultivating Resilience Through Humanism and Community, at the Gold Humanism Annual Meeting</td>
<td>Chicago, IL</td>
</tr>
</tbody>
</table>

**Educational Presentations:**

**Departmental Presentations:**

- 1986 Health Crisis in Uganda.
- 1987 Well Child Care: A Quality Assurance Review.
- 1994 The Development of Family Medicine Around the World. Annual Marc Hansen lecture, Department of Family Medicine, University of Wisconsin Statewide Faculty Meeting, Devil’s Head, WI.
- 1994 Compassionate Care of the Dying Patient.
- 1995-99 Family Physicians as Health Activists and Community Leaders.
- 1995 The Moral and Social Mission of the Department of Family Medicine. Statewide Meeting, Madison, WI.
- 2001-2005 Residents as Teachers, Seminar to cultivate family medicine residents’ teaching skills.
Medical School/Hospital Presentations:

1988  AIDS in Africa, Epidemiology and Case Reports. Dartmouth Medical School, Hanover, NH.

1988  International Health Opportunities for Medical Students. Dartmouth Medical School Workshop, Hanover, NH.


1997  The Primary Care Clerkship Developments. Medical Education Day, University of Wisconsin Medical School.

1997  The Doctor, Student, Patient Triad. Statewide Faculty Development Program, University of Wisconsin Medical School.

2002  Communication, Information and Community Service. Medical Education Day, University of Wisconsin Medical School.


State/Regional Presentations:

1992, 1993, 1997, 2000  Health Advice for International Travel: Hospital Grand Rounds. Janesville WI, Grand Rounds at Columbus Hospital, Columbus, WI, Wausau Family Medicine Residency Program, Wausau, WI, Grand Rounds at Freeport Hospital, Freeport, IL.

2001  Improving Health Systems with Family Doctors. Southwest Wisconsin Academy of Family Physicians.

2013  Training in Urban Medicine and Public Health; presentation to Univ of Wisconsin Medical Alumni Association, graduates and community partners in Milwaukee, WI.

2015  Promoting Resilience and Preventing Burn-Out in Health Professionals; presentation at Interprofessional Health Conference at UW SMPH in Madison, WI.

2015  Building Health System Capacity through Family Medicine in Ethiopia; presentation to UW Global Health Institute annual symposium in Madison, WI.

2015  Gender Equity Action Plan for Ethiopia; presentation to UW Global Health Institute annual symposium in Madison, WI.

2015-present  Healthy Embodied Agile Leadership instructor for the Institute for Zen Leadership, Spring Green Wisconsin.

National Presentations:
1989  Challenges of Outpatient Medical Education. Mary Imogene Bassett Hospital, Cooperstown, NY.
1993  Teaching Programs in Family Medicine at the University of Wisconsin. Workshop for Faculty and Fellows, Meharry Medical School, Nashville, TN.
1996  Bringing International Health Home. Visiting Professor at University of Colorado Center for Health Sciences, Denver, CO.
2007  Values and Preparation for International Medical Education; and Family Medicine Developments in East Africa. American Academy of Family Physicians International Training Workshop, Tucson, AZ.
2008  Women Family Physicians and Global Health; Family Doctors as Leaders of Global Health; American Academy of Family Physicians Global Health Workshop, Denver, CO.
2018  From Alma Ata to Astana: Forty Years on the Road to Health for All; Invited to provide Dr. Daniel Ostergaard annual lecture to American Academy of Family Physicians Global Health Workshop, Jacksonville, FL.

International Presentations:

1989  Definition and Evolution of Family Medicine. Aga Khan University Medical Center, Karachi, Pakistan.
2002  Family Medicine as a Strategy to Improve Primary Health Care in Uganda. Makerere University, Kampala, Uganda.
2003  The Evolution of Family Medicine Education; and Caring for Others, Caring for Ourselves, from Values to Action in Family Medicine, 7th National Congress of the Society of Family Medicine, Sao Paulo, Brazil.
2003  The Evolution and Status of Family Medicine in the United States; Implications for Family Medicine in China, Capital University of Medical Sciences, Beijing, China.
2004  Progress and Challenges in Family Medicine in Uganda; Department of Community Practice, Makerere University, Kampala, Uganda.
2004  Improving Health Systems with Family Medicine in Thailand: Department of Family Medicine, Ramithobidi Hospital, Mahidol University, Bangkok, Thailand.
2004  University of Wisconsin-Mahidol University Collaboration in Health Sciences, International Forum on Science and Technology, Bangkok, Thailand.
2004  Family Medicine and Medical Student Education, annual meeting of the Academia Mexicana de Profesores de Medicina Familiar, Mexico City, Mexico.

2005  Family Medicine in Uganda, Progress, Promise and Challenges, Makerere University, Kampala, Uganda.

2008  Improving Health Systems; the Contribution of Family Medicine, Primafammed International Conference, Kampala, Uganda.


2013  Working with the Family in Family Medicine, Family Medicine Residency, Makerere University, Kampala, Uganda

2013  Medical Education Partnership Initiative, Promoting Family Medicine and Gender Equity in Ethiopia, Emory University, Atlanta, Georgia

2014  The Development of Family Medicine in sub-Saharan Africa; Gender Equity as a Human Right, Addis Ababa University, Ethiopia

2014  Family Physicians and Global Health; American Academy of Family Physicians, Center for Global Health Initiatives, invited speaker to AAFP Annual Meeting in Washington, DC

2014  Humanism in Medicine; American Association of Medical Colleges, Organization of Student Representatives and Gold Humanism Society, Chicago IL

2015  Family Medicine in Ethiopia; Predicting a Bright Future, at Addis Ababa University; and Gender Equity Action Plan, Hawassa University

2018  Alma Ata in the 21st Century, Principles and Promise, invited presentation at the Shiga Center for Family Medicine Education; Yuge Medical Clinic; Shiga, Japan

Invited Consultations or Professorships:

1999  University of Nebraska Medical School. Assisted with development of a web-based curricula for statewide clerkship.


2000-2002  Undergraduate Medical Education for 21st Century Medical School Consortium. Leader of a working group to identify best teaching practices to promote effective health professional-patient relationships and communication skills.

2001-2002  University of Texas-Houston. Developed multicultural curriculum for family medicine residents.

2002-2003  World Health Organization and Government of Iran: Ministry of Health and Medical Education. Reviewed national standards and recommended changes in Iranian medical education and primary health care services.

2003-2006  Brazilian Society of Family Medicine (SOBRAMFA): Assisted development of family medicine education programs in Brazil.
2003  US Department of Health and Human Services: Worked with Dr. Doug Laube, chair of OB/GYN at the Univ of Wisconsin to assess needs and assist in development of curricula for obstetricians and gynecologists in Afghanistan to reduce maternal mortality.

2003-2006  Capital University of Medical Sciences, Beijing, China: Provided recommendations to develop curricula to train family doctors in China.

2005  Makerere University, Kampala Uganda: Developed recommendations and curricula to train family doctors in Uganda and East Africa.

2011-2012  University of Kentucky (UK): Invited consultant to provide recommendations for development of the UK Center for Global Health.

2015  University of South Carolina: Invited consultant to advise on development of global health

2015  University of Chicago: Invited consultant to present social medicine curriculum.

2015  Robert Wood Johnson Medical School, Rutgers University: Invited consultant to deliver keynote on humanism in medicine, local and global health initiatives.

2016  University of Tennessee, Chattanooga: Invited speaker to deliver keynote address on humanism in medicine.

2016  University of Minnesota, Social Medicine Consortium, invited to advise on integration of social medicine into medical education curricula.

International Projects:


1990-1996  Culture and Impact on Medical Ethical Decision-Making, Qualitative research.

1993-1997  Family Medicine Community Health Elective Coordinator, University of Costa Rica - University of Wisconsin.


1995-1997  Consortium for International Education in Medicine, Universities of California, Colorado, Rochester and American Medical Student Association, Academic Coordinator.

2000-2003  World Health Organization (WHO) and World Organization and National Colleges and Associations of Family Physicians (Wonca). Project Director: Improving Health Systems; The Contribution of Family Medicine, led international team of more than 100 family physicians to develop guidebook outlining principles and strategies for training family doctors.

2005-present  East African Association of Family Doctors, consultant to strengthen the training of family doctors in Uganda, Kenya, Tanzania and Ethiopia.

2006  Ministry of Health of Brazil, consultant for training of Brazilian family doctors

2007-2014  American Academy of Family Physicians, Center for Global Health Initiatives, Steering Committee Member
2009-2016 Medical Education Partnership Initiative-Ethiopia, to strengthen medical education and health services, establish family medicine and promote gender equity, funded by the US Government, Fogarty International Center and President’s Emergency Plan for AIDS Relief

2017 External examiner for family medicine graduates and collaborator on study of experience of family physicians in Uganda; Makerere University, Kampala, Uganda

Social and Family History:

Born in Germany to American mother, Sharon Rose Erwin, and Asian Indian father, Raza ul Haq. Lived in North America, Europe, Africa, Asia, and traveled in Central and South America.

J. Robert (Bob) Lawrence (husband, deceased 2005); children: Raza (1978); Aaron (1982); Heather (1984); Isaac (1989); grandchildren: Iris (2010), Eve (2016) and Dario (2017).

References available on request Revised January 2019 (ch)
MEMORANDUM

February 25, 2019

To: Robin Stieler, Clerk of the Board

From: Chairwoman Lisa Bartlett, Supervisor Fifth District

Subject: First 5 Orange County, Children & Families Commission

Pursuant to Title 1, Division 2, Article 25, Section 1-2-335(2) of the County Ordinances, I hereby designate the following Supervisors to make nominations to the Board of Supervisors for the 2019 appointments to the First 5 Orange County, Children & Families Commission:

- Category 1 (Education): Supervisor Michelle Steel
- Category 2 (Health): Supervisor Andrew Do

Also, pursuant to that section, Supervisors Do and Steel will be ineligible to make nominations to the Board of Supervisors for next year’s appointments to the Commission.

Additionally, pursuant to Section 1-2-335 (4), as the member of the Board serving on the Commission, Supervisor Doug Chaffee will also be making nominations to the Board for the additional rotating appointment, which is for Category 1 (Education) in 2019.

I also direct the Clerk of the Board to provide copies of the applications for the First 5 Orange County, Children & Families Commission to Supervisors Steel, Do and Chaffee for review to enable them to present their nominations for appointment at the March 26th Board meeting.
March 5, 2019

Clerk of the Board,

Please see below my nominations for the Board appointments to the First 5, Orange County, Children’s and Families Commission:

- Jackie Filbeck
- Frank Donavan

Thank you

[Signature]

Supervisor Doug Chaffee  
Orange County Board of Supervisors
MEMORANDUM

April 17, 2019

TO: Jamie Ross, Deputy Clerk of the Board

FROM: Vice Chair Michelle Steel, Supervisor Second District

SUBJECT: Children and Families Commission

In regard to the Children and Families Commission Board nominations, I would like to nominate:

- Sandra Barry
- Gregory Haulk
MEMORANDUM

To: Jamie Ross, Deputy Clerk of the Board

From: Supervisor Andrew Do, First District

CC: Valerie Sanchez

Date: March 19, 2019

RE: Children and Families Commission, First Five Candidates

In regards to the Children and Families Commission Board nominations, I would like to nominate:

- Kenneth D. McFarland
- Michaeell Silva Rose
- Cynthia Haq
April 18, 2019

To: Clerk of the Board of Supervisors
From: Frank Kim, County Executive Officer
Subject: Exception to Rule 21

The County Executive Office is requesting a Supplemental Agenda Staff Report for the April 23, 2019, Board Hearing.

Agency: OC Community Resources
Subject: Approve Contracts for Homeless Emergency Aid Program
Districts: All Districts

Reason for supplemental: The Supplemental Agenda Staff Report must be heard by the Board of Supervisors because the Homeless Emergency Aid Program Grant has a limited timeframe in which funding will be expended and delaying action on this item will impact the contracted service providers. The Homeless Emergency Aid Program will bring a needed resource to provide emergency services and rental assistance in each regional Service Planning Area to address the needs of the homeless population. This Agenda Staff Report and attachments were finalized after the filing deadline to the Clerks of the Board.

Concur: Chairwoman Lisa A. Bartlett, Supervisor, Fifth District

cc: Board of Supervisors
    County Executive Office
    County Counsel
SUPPLEMENTAL AGENDA ITEM
AGENDA STAFF REPORT

MEETING DATE: 4/23/19
LEGAL ENTITY TAKING ACTION: Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S): All Districts
SUBMITTING AGENCY/DEPARTMENT: OC Community Resources
DEPARTMENT HEAD REVIEW: [Signature]
DEPARTMENT CONTACT PERSON(S): Susan Price (714) 834-5030
Dylan Wright (714) 480-2788

SUBJECT: Approve Contracts for Homeless Emergency Aid Program

CEO CONCUR

[Signature]

COUNTY COUNSEL REVIEW

[Signature]

CLERK OF THE BOARD
Discussion
3 Votes Board Majority

Budgeted: Yes  Current Year Cost: $12,770,124  Annual Cost:
FY 2019-20 $982,946
FY 2020-21 $737,210

Staffing Impact: N/A  # of Positions: N/A  Sole Source: N/A
Current Fiscal Year Revenue: N/A
Funding Source: State 100% (Homeless Emergency Aid Program) County Audit in last 3 years No


RECOMMENDED ACTION(S)

1. Authorize the Director of OC Community Resources, or designee, to execute the retroactive agreement with the City of Placentia to facilitate a capital project to serve the North Service Planning Area, in an amount not to exceed $5,650,000, for a contract term beginning January 22, 2019, through January 22, 2029.

2. Authorize the Director of OC Community Resources, or designee, to execute the retroactive agreement with City of Buena Park to facilitate a capital project to serve the North Service Planning Area, in an amount not to exceed $6,412,300, for a contract term beginning January 22, 2019, through January 22, 2029.
3. Authorize the Director of OC Community Resources, or designee, to execute the retroactive agreement with City of Laguna Beach to facilitate a capital project to serve the South Service Planning Area, in an amount not to exceed $544,000, for a contract term beginning January 22, 2019, through April 30, 2021.

4. Authorize the Director of OC Community Resources, or designee, to execute the contract with City of Laguna Beach to provide emergency services to the South Service Planning Area, in an amount not to exceed $365,000, for a contract term beginning May 1, 2019, through April 30, 2021.

5. Authorize the Director of OC Community Resources, or designee, to execute the contract with Kingdom Causes, Inc. dba City Net to provide emergency services to the Central Service Planning Area, in an amount not to exceed $350,000, for a contract term beginning May 1, 2019, through April 30, 2020.

6. Authorize the Director of OC Community Resources, or designee, to execute contract with Mercy House Living Centers, Inc. to provide emergency services and rental assistance to the South Service Planning Area, in an amount not to exceed $638,980, for a contract term beginning May 1, 2019, through April 30, 2021.

7. Authorize the Director of OC Community Resources or designee, to execute contract with Family Assistance Ministries to provide emergency services Countywide, in an amount not to exceed $30,000 for a contract term beginning May 1, 2019, through April 30, 2021.

8. Authorize the Director of OC Community Resources, or designee, to execute contract with Families Forward to provide emergency services and rental assistance countywide, in an amount not to exceed $500,000, for a contract term beginning May 1, 2019, through April 30, 2021.

9. Authorize the Director of OC Community Resources, or designee to exercise a contingency cost increase in an amount not to exceed 10 percent of the first year amount of the contracts and make line item budget transfers and corresponding changes to the units of service within the existing scope of services, pursuant to County Contract Policy Manual 3.4-114.

SUMMARY:

Approval of the agreements will allow the County of Orange to continue to build out the System of Care and provide additional emergency shelter resources, rental assistance programs, emergency services and street outreach to better target and prioritize the needs of individuals and families experiencing homelessness, with emphasis on regional Service Planning Area coordination.

BACKGROUND INFORMATION:

The Homeless Emergency Aid Program (HEAP) was established by the State of California to provide Continuums of Care (CoC) and local governments with one-time flexible block grant funds to address the homelessness crisis in their communities. Eligible activities include emergency services, rental assistance or subsidies, capital improvements, along with a required 5 percent set-aside for youth-specific programming.
The HEAP statute mandates that 50 percent of the awarded funds must be contractually obligated by January 1, 2020. Additionally, 100 percent of the funds must be expended by June 30, 2021. Unexpended funds must be returned to the Business, Consumer Services and Housing Agency and will revert to the state General Fund. This expedited timeframe required entities to move quickly through selection, award and implementation of projects in order to not jeopardize designated funding.

The Orange County CoC was allocated $15,568,715.65 with a requirement for a 5 percent set-aside for youth-specific programming and is allowed up to 5 percent for administrative costs. For a capital project to be eligible for HEAP funding, the capital project must be located in a city that has declared a shelter crisis. The six cities that declared a shelter crisis are Anaheim, Buena Park, Laguna Beach, Placentia, Santa Ana and Tustin. The County of Orange (County) declared a shelter crisis on June 12, 2018.

For the HEAP funding, the Administrative Entity and eligible applicant is the Orange County CoC. During the August 22, 2018, meeting, the CoC Board designated the County as the Administrative Entity and assigned the funding into each Service Planning Area by the 2017 Point in Time count in an effort to encourage applications from all three Service Planning Areas of the jurisdiction and promote regional emergency response proposals.

On September 25, 2018, the Board of Supervisors (Board) approved OC Community Resources to submit a Grant Application for HEAP funding in the amount of $15,568,715, noting the designation of the County as the Administrative Entity.

On November 20, 2018, the Board adopted the following funding recommendations and approved the OC Community Resources Director or designee to accept the HEAP grant award funds.

<table>
<thead>
<tr>
<th>North Service Planning Area</th>
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<tbody>
<tr>
<td>City of Placentia</td>
<td>A capital improvement project to create 80 to 100 emergency</td>
</tr>
<tr>
<td>$5,650,000</td>
<td>shelter beds and serve the entire North Service Planning Area</td>
</tr>
<tr>
<td>City of Buena Park</td>
<td>A capital improvement project to create 150 to 200 emergency</td>
</tr>
<tr>
<td>$6,412,300</td>
<td>shelter beds and serve the entire North Service Planning Area</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Central Service Planning Area</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>City Net</td>
<td>An emergency service project to provide street outreach to the</td>
</tr>
<tr>
<td>$350,000</td>
<td>entire Central Service Planning Area</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>South Service Planning Area</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Laguna Beach</td>
<td>A capital improvement and emergency service project to renovate</td>
</tr>
<tr>
<td>$909,000</td>
<td>and rehabilitate the existing ASL facility and expand operations</td>
</tr>
<tr>
<td></td>
<td>with a drop-in day center program</td>
</tr>
<tr>
<td>Mercy House</td>
<td>An emergency service project to provide street outreach to the</td>
</tr>
<tr>
<td>$638,980</td>
<td>entire South Service Planning Area</td>
</tr>
<tr>
<td>Family Assistance Ministries</td>
<td>An emergency service project to conduct a homeward bound</td>
</tr>
<tr>
<td>$30,000</td>
<td>program to reconnect individuals and families experiencing</td>
</tr>
<tr>
<td></td>
<td>homelessness to reunify with their support systems outside of</td>
</tr>
<tr>
<td></td>
<td>the jurisdiction.</td>
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| Countywide – Family Focus                        |                                                                 |

Page 3
<table>
<thead>
<tr>
<th>Families Forward</th>
<th>An emergency service and rental assistance program to provide financial assistance, rental assistance and flexible housing funds to families at-risk of homelessness or experiencing homelessness</th>
</tr>
</thead>
<tbody>
<tr>
<td>$500,000</td>
<td></td>
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<tr>
<td><strong>Youth-Specific Programming</strong></td>
<td></td>
</tr>
<tr>
<td>$778,435</td>
<td>OC Community Resources will award the youth-specific programming through a separate process, currently underway.</td>
</tr>
<tr>
<td><strong>Administrative Costs</strong></td>
<td></td>
</tr>
<tr>
<td>OC Community Resources</td>
<td>Funding to carry out the functions of the Administrative Entity and HEAP Funding implementation.</td>
</tr>
<tr>
<td>$300,000</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
</tr>
<tr>
<td>$15,568,715</td>
<td></td>
</tr>
</tbody>
</table>

The County has set aside $300,000 for administrative costs as the Administrative Entity and $778,436 has been set-aside for youth programming, making the total available for allocation to projects $14,490,279. At this time, the County is planning for the staffing costs associated with the management and implementation of the HEAP funding to be covered by the $300,000. The County is currently conducting a Request for Proposal for the funds set-aside for youth programming at $778,436 and is expected to come back to the Board for approval in or about July 2019.

On December 4, 2018, the County submitted the HEAP application to the state and was notified of award for the full amount on December 20, 2018. On January 7, 2019, the County executed the agreement with the State.

In the State Standard Agreement, HEAP funds can be obligated and expended upon the County’s receipt of HEAP funds as long as it is an eligible use. The County was in receipt of HEAP funds on January 22, 2019, which is when the city funding agreements begin, to allow the cities to recover costs incurred for the acquisition and rehabilitation of the emergency shelters during the time the county was in receipt of HEAP funds and execution of the contract.

The City of Buena Park and City of Placentia both have a 10-year conveyance from the execution of the agreement to use the property selected by their city council solely and exclusively as an emergency shelter. Final site selection will be subject to approval by the District Supervisor with no further action from the Board.

The City of Buena Park City Council approved the HEAP contract on April 9, 2019. The City of Placentia and the City of Laguna Beach approved the HEAP contracts on April 16, 2019.

Due to the urgency of this funding and timeframe for the expenditure of these funds, the proposed agreements are submitted to the Board less than 30 days prior to their start.

OC Community Resources requests that the Board approve the HEAP agreements with the identified recipients to continue to build out the System of Care. By approving this item, the County will gain vital infrastructure for needed emergency shelter beds and expand the essential street outreach component to refer those individuals experiencing homelessness into the shelter system. The HEAP grant and funding allocations complement the Board’s direction and ongoing efforts in addressing the needs of those experiencing homelessness.
FINANCIAL IMPACT:

The State of California has allocated Housing Emergency Aid Program funding to the Orange County Continuum of Care in the amount of $15,568,715.65. Appropriations and Revenue for these agreements are included in the FY 2018-19 Budget and will be included in the budgeting process for future years.

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A – Agreement #18-23-0058-HEAP with City of Placentia
Attachment B – Agreement #18-23-0056-HEAP with City of Buena Park
Attachment C – Agreement #18-23-0059-HEAP with City of Laguna Beach
Attachment D – Contract #18-23-0057-HEAP with City of Laguna Beach
Attachment E – Contract #18-23-0052-HEAP with Kingdom Causes, Inc. dba City Net
Attachment F – Contract #18-23-0055-HEAP with Mercy House Living Centers, Inc.
Attachment G – Contract #18-23-0054-HEAP with Family Assistance Ministries
Attachment H – Contract #18-23-0053-HEAP with Families Forward
Attachment I – Contract Summary Form
AGREEMENT BETWEEN THE CITY OF PLACENTIA
AND THE COUNTY OF ORANGE
FOR THE CAPITAL IMPROVEMENT OF A HOMELESS SHELTER

THIS AGREEMENT #18-23-0058-HEAP ("Agreement") is made and entered into this 22nd day of January 2019 ("Effective Date"), by and between the City of Placentia, with a DUNS #040504417, a California municipal corporation (hereinafter referred to as "City") and the County of Orange, a political subdivision of the State of California, (hereinafter referred to as "County"). The City and County may be referred to herein individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, County’s Continuum of Care ("CoC") Board solicited proposals to award contracts utilizing funding from the State of California’s Homeless Emergency Aid Program (" HEAP") for emergency services, rental assistance or subsidies and capital improvements; and

WHEREAS, City responded to the solicitation and was subsequently recommended for funding to acquire a facility with the intention of creating a minimum of 80 beds for homeless shelter to serve the CoC’s North Service Planning Area in Orange County; and

WHEREAS, City has agreed to identify a site within geographic area of the city of Placentia for the identified purpose in this Agreement to be approved in writing by the County ("Site"); and

WHEREAS, on or about January 7, 2019, County by and through Orange County Community Resources executed the State Standard Agreement 18-HEAP-00026 accepting the award of HEAP funds provided under the HEAP program. The State Standard Agreement is attached hereto as Exhibit 2 and is incorporated herein by reference; and

WHEREAS, the City was awarded up to $5,650,000 toward HEAP eligible capital improvement costs of the Site (the "Funds.")

WHEREAS, City and County now desire to enter into this Agreement to establish responsibilities for the purchase and control of the Site.

NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants and promises herein contained, the Parties hereto agree as follows:

Exhibits:
This Agreement is comprised of this document and the following Exhibits, which are attached hereto and incorporated by reference into this Agreement:
Exhibit 1: North Service Planning Area
Exhibit 2: State Standard Agreement 18-HEAP-00026 and State standard Agreement Amendment
Exhibit 3: Drug-Free Workplace Certification
Exhibit 4: Declaration of Restrictive Covenant and its attached exhibits

Page 1 of 11
1. ACQUISITION AND REHABILITATION OF THE SITE
City is in the process of identifying and/or purchasing the Site, within the geographic area of the city of Placentia, for the purpose of this Agreement.

1.1 The City shall perform all HEAP eligible capital improvements to the Site and use the Funds, in a manner consistent with the federal, state and local laws including but not limited to applicable procurement requirements and the requirements set forth in State Standard Agreement 18-HEEL-00026 attached hereto as Exhibit "2".

1.2 The City warrants that Funds cannot be used for costs associated with activities in violation of any law or for any activities inconsistent with the intent of the HEAP and the eligible uses identified in Health and Safety Code Section 50214.

1.3 City shall be responsible for acquiring and complying with all necessary land use approvals and permits, and licenses required for the acquisition, renovation, and/or operation of the Site including but not limited to those necessary to perform design, construction, or operation and maintenance of the Site. City shall provide County copies of all the permits, and approvals upon request of the County.

1.4 Except as otherwise agreed upon by the Parties, the City shall control the management and operation plan for the Site. The City shall operate the Site as a year-round emergency homeless shelter for a minimum of ten (10) years from the execution of this Agreement and provide at minimum, Services as identified in this Agreement for the said duration, after which the City may use the Site for any use, in its sole and absolute discretion ("Term of the Agreement").

1.5 For the purposes of this Agreement, the Site shall serve eligible participants. Eligible participants are defined as a person/household who is considered to be homeless only when he/she/they lack(s) a fixed, regular and adequate nighttime residence and reside(s) in a place not meant for human habitation, such as cars, parks, sidewalks, abandoned buildings, motels, or other shelters, or for reference as further defined in 24 Code of Federal Regulations (CFR) Part 578.3 and 576.2.

2. COST SHARING BETWEEN THE PARTIES:
2.1 County shall provide up to Five Million, Six Hundred Fifty Thousand ($5,650,000) (i.e. Funds) toward HEAP eligible capital improvement costs of the Site. The eligibility of the capital improvements shall be determined pursuant HEAP and all other applicable state, federal and local laws and regulations. County may not pay for any capital improvements that are not eligible under the HEAP or other applicable state and federal laws and regulations including the State Standard Agreement 18-HEAP-00026 and its amendments. City shall be responsible for any HEAP eligible capital improvement costs of the Site in excess of the Funds.
2.2 County shall make payments to City within thirty (30) days of receiving invoices from City on a monthly or quarterly basis, to be mutually agreed upon between both Parties, for the HEAP eligible capital improvements of the Site.

2.3 City shall submit all final invoices to County no later than April 30, 2021. Any invoices received after this date will not be eligible for reimbursement by County.

2.4 City agrees to allocate adequate funding to operate and maintain the Site for its intended purpose on an annual basis for a minimum of ten (10) years.

2.5 In the event City ceases to operate the Site or fails to fulfill its responsibilities as defined under this Agreement for a minimum of ten (10) years, City shall return all or a prorated amount of Funds to the County based upon the numbers of years in which the Site failed to operate as required under this Agreement.

2.6 If any portion of HEAP funds transferred from County to City are deemed ineligible for a particular use or purpose, City shall return said funds to the County within 90 days of County’s written request for reimbursement.

3. CITY RESPONSIBILITIES:

3.1 Within fifteen days (15) of the identification of the Site, City must provide the County with the address and legal description of the identified Site, owned or to be owned by the City, to be approved by the County in writing. County may not unreasonably withhold the approval of the Site.

3.2 Upon identification of the Site, and compliance with the provision of the Site address and legal description, as required under Section 3.1, above, the Parties shall finalize for legal recordation the attached Exhibit “4” titled Declaration of Restrictive Covenant (“Covenant”), incorporated herein by reference. The City shall execute, and record the Covenant either at the close of escrow, if purchasing the Site, or within fifteen 15 days after identification of the Site if currently owned by the City. The City is required to provide the County with the official conformed copy and proof of recordation of the Covenant, within 30 days of the close of escrow on the Site or identification of the Site currently owned by the City as applicable. Failure to record the Covenant will result in the recapture of the Funds.

3.3 Within thirty (30) days of execution of this Agreement, City shall provide a timeline for the HEAP eligible capital improvements of the Site with anticipated dates and milestones.

3.4 City shall provide monthly updates on the status of the capital improvements of the Site until June 30, 2021, or sooner upon completion of the capital improvements of the Site.
3.5 City shall, or procure a firm to, operate the Site as a year-round emergency homeless shelter on a 24/7 basis, including taking appropriate action for medical/mental health emergencies of participants. In the event the City procures a firm to operate the Site, City shall provide the County with the name of the firm, the model used for operation and the established eligibility criteria for entry into the emergency homeless shelter and shall procure the firm pursuant to requirements as set forth in applicable state and federal statutes and regulations.

3.6 During the Term of this Agreement, City shall continuously and as necessary enter client/participant data in the Homeless Management Information System (HMIS) for tracking occupancy and adhere to all implementation guidelines developed under the County’s Continuum of Care Program per the current 2-1-1-OC HMIS standards or any amended HMIS standards as amended from time to time.

3.7 City shall collaborate with County on the County’s Coordinated Entry System and other Continuum of Care services.

3.8 City shall work in partnership with County to be a “Good Neighbor.” In being a Good Neighbor,” the City shall inform the public about the positive aspects of the shelter program, be responsive to community concerns, and work closely with city/local governmental agencies to minimize the impact of the shelter program on the surrounding neighborhood.

3.9 For informational purposes, the City shall submit its policies and procedures to the County for the shelter program including, but not limited to, all aspects of the shelter program services, management plan, staff responsibilities, and staff coordination.

3.10 City shall coordinate with County agencies engaged with those experiencing homelessness including, but not limited to, Health Care Agency, Social Services Agency, and OC Community Resources, and shall also engage local agencies, social services programs and volunteers to assist with the shelter program.

3.11 City shall submit reports on a monthly basis. Data and due dates for the monthly reports will be items mutually agreed upon with the County and data collected through HMIS.

3.12 The City shall provide the following agreed upon services including but not limited to (“Services”):

3.12.1 Provide a minimum of 80 shelter beds at the Site to serve the homeless population in the North Service Planning Area in Orange County as defined in Exhibit “1,” which includes all unincorporated County areas within the boundaries of the North Service Planning Area as depicted on Exhibit “1”.

Page 4 of 11
3.12.2 Maintain and operate the Site as a year-round emergency homeless shelter designed to provide access to safe shelter, basic needs and access to support to move individuals and families out of homelessness and into permanent housing opportunities.

3.12.3 Operate the Site 24/7 (24 hours per day, 7 days a week).

3.12.4 Provide an engagement rich environment to provide eligible participants, as defined in Paragraph 1.6, a pathway to service connections, health care, housing and stability per the industry standards. The Parties mutually agree that any available beds or services provided at the Site will be limited to individuals from the North Service Planning Area, which includes all unincorporated County areas within the boundaries of the North Service Planning Area, as depicted on Exhibit “I”.

3.12.5 Provide case management services, rental assistance, and access and/or referrals to mental health and social services designed to reduce homelessness.

3.12.6 Provide any other additional services as reasonably necessary to comply with the HEAP funding requirements.

3.13 The City agrees to perform the work, and provide Services in accordance with all laws, including but not limited to state, federal, and local regulations, housing and building codes and State Standard Agreement 18-HEAP-00026, as if those requirements are set forth herein.

4. MISCELLANEOUS:

4.1 The obligations and participation of County under this Agreement shall be limited solely to the discretionary issuance of the Funds to City in accordance with the terms of this Agreement.

4.2 City agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County’s Board of Supervisors acts as the governing Board (“County Indemnitees”) harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, misuse of Funds, arising from or related to the Services, capital improvements, and operation of the Site, or other performance provided by City, its agents, affiliates, contractors and subcontractors pursuant to this Agreement. If judgment is entered against City and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, City and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

4.3 County agrees to indemnify, defend with counsel approved in writing by City, and hold City, its elected and appointed officials, officers, employees, agents (“City Indemnitees”) harmless from any and all intentional misconduct, or negligent act of the County or County Indemnitees arising out of County’s performance under this Agreement.
Agreement, except that this section 4.3 shall not apply to claims arising out of misuse of Funds by the City, its agents, affiliates, contractors or subcontractors.

4.4 Each Party agrees that the insurance held by the other, whether commercial or self-insurance, is sufficient for the purpose of this Agreement. The City acknowledges and agrees that in performing Services including capital improvements, and operation of the Site, it shall require all of its contractors and subcontractors to carry adequate insurance as specified in State Standard Agreement Number 18-HEAP-00026 as if those requirements are set forth herein.

4.5 Neither Party shall have the right to assign this Agreement without the express written approval of the other Party. This Agreement shall be binding upon and inure to the benefit of the Parties and their permitted successors, assigns and legal representatives.

4.6 This Agreement, its attached exhibits and documents incorporated by reference herein, contains the entire Agreement between the Parties for the matters referenced herein. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the Parties; and no oral understanding or agreement not incorporated herein shall be binding on either of the Parties.

4.7 Notices or other communications which may be required or provided under the terms of this Agreement shall be given as follows:

County  City
OC Community Resources  City of Placentia
Housing and Community Development  401 E. Chapman Ave.
and Homeless Services  Placentia, CA 92870-6101
1300 S. Grand Ave., Bldg. B, 3rd Floor  Attention: City Manager
Santa Ana, CA 92705-4407
Attention: Program Manager

All notices shall be in writing and deemed effective when delivered in person or deposited in the United States mail, first class, postage prepaid and addressed as above. Notwithstanding the above, the Parties may also provide notices by facsimile transmittal, and any such notice so given shall be deemed to have been given upon receipt during normal business hours or, in the event of receipt after business hours, on the following business day. Any notices, correspondence, reports and/or statements authorized or required by this Agreement, addressed in any other fashion shall be deemed not given.

4.8 In any action or proceeding to enforce or interpret any provision of this Agreement, or where any provision hereof is validly asserted as a defense, the Parties shall bear their own attorney's fees, costs and expenses.
4.9 This Agreement may be executed in two or more counterparts, each of which shall be deemed original, but all of which together shall constitute but one and the same instrument.

4.10 Prior to the acquisition of the Site, either Party may terminate this Agreement upon thirty (30) days’ written notice to the other Party.

4.11 Default:
County Default:

County shall be deemed in default of this Agreement if: a) in the event of any monetary breach of this Agreement by County, City shall notify County in writing of such breach, County shall have ten (10) days from such notice in which to cure said breach, and County fails to cure said breach, or b) in the event of any non-monetary breach of this Agreement, County fails to cure within fifteen (15) days after receipt by County of written notice specifying wherein such obligation of County has not been performed; provided however, that if the nature of County’s obligation is such that more than fifteen (15) days after such notice are reasonably required for its performance, then County shall not be in breach of this Agreement if performance is commenced as soon as reasonably possible within such fifteen (15) day period and thereafter diligently pursued to completion (each, a “County Default”).

City Default:

City shall be deemed in breach of this Agreement if: a) in the event of any monetary breach of this Agreement by City, County shall notify City in writing of such breach, City shall have ten (10) days from such notice in which to cure said breach, and City fails to cure said breach, or b) in the event of any non-monetary breach of this Agreement, City fails to cure within fifteen (15) days after receipt by City of written notice specifying wherein such obligation of City has not been performed; provided however, that if the nature of City’s obligation is such that more than fifteen (15) days after such notice are reasonably required for its performance, then City shall not be in breach of this Agreement if performance is commenced as soon as reasonably possible within such fifteen (15) day period and thereafter diligently pursued to completion (each, a “City Default”).

County Remedies:

County’s remedies as the result of City Default shall be the right to damages, injunctive relief, and/or any other rights at law or in equity.

City Remedies:

City’s remedies as the result of County Default for monetary or non-monetary breach shall be the right to damages, injunctive relief, and/or any other rights at law or in equity.
In addition to the remedies set forth herein, in the event of a City Default or a County Default, the non-defaulting Party may immediately terminate this Agreement.

4.12 Each party represents and warrants that the execution, delivery and performance of this Agreement have been duly authorized by all necessary action of such Party’s governing board, and the person(s) executing this Agreement on behalf of such Party has been duly authorized and empowered to do so on behalf of such Party.

4.13 The laws of the State of California and applicable local and federal laws, regulations and guidelines shall govern this Agreement.

4.14 Either Party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including but not limited to; any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by the federal, state or local government; national fuel shortage; or a material wrongful act or omission by the other Party; when satisfactory evidence of such cause is presented to the other Party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the Party not performing.

4.15 Compliance with Laws. City represents and warrants that Services including capital improvements to be provided under this Agreement shall fully comply, at City’s expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively “laws”), including, but not limited to those issued by County in its governmental capacity, all state and federal laws, rules, and regulations that pertain to HEAP, construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, and all other laws applicable to the services at the time services are provided to and accepted by County. City acknowledges that County is relying on City to ensure such compliance, and pursuant to the requirements of paragraph “4.2” above, City agrees that it shall indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County’s Board of Supervisors acts as the governing Board (“County Indemnitees”) harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

4.16 Employee Eligibility Verification. The City warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Agreement meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The City shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The City shall retain all such documentation for all covered
employees for the period prescribed by the law. The City shall indemnify, defend with
counsel approved in writing by County, and hold harmless, the County, its agents,
officers, and employees from employer sanctions and any other liability which may
be assessed against the City or the County or both in connection with any alleged
violation of any Federal or State statutes or regulations pertaining to the eligibility for
employment of any persons performing work under this Agreement.

4.17 Prevailing Wage (Labor Code Sec. 1773). Except as otherwise provided by state
or federal law, pursuant to the provisions of Section 1773 et seq. of the California
Labor Code, the City shall comply with the general prevailing rates of per diem wages
and the general prevailing rates for holiday and overtime wages in this locality for
each craft, classification, or type of worker needed to execute this Agreement. The
rates are available from the Director of the Department of Industrial Relations at the
following website: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm. The
City shall post a copy of such wage rates at the job site and shall pay the adopted
prevailing wage rates. The City shall comply with the provisions of Sections 1775
and 1813 of the Labor Code.

4.18 Non-Discrimination. In the performance of this Agreement, both Parties agree that
they will comply with the requirements of Section 1735 of the California Labor Code
and not engage nor permit any subcontractors to engage in discrimination in
employment of persons because of the race, religious creed, color, national origin,
ancestry, physical disability, mental disability, medical condition, marital status, or
sex of such persons. Both Parties acknowledge that a violation of this provision shall
subject the Parties to penalties pursuant to Section 1741 of the California Labor Code.

4.19 Drug-Free Workplace Certification:

The City hereby certifies compliance with Government Code Section 8355 in
matters relating to providing a drug-free workplace as set forth in Exhibit 3,
attached hereto and incorporated herein by reference.

4.20 County of Orange Child Support Enforcement:
City certifies it is in full compliance with all applicable federal and state reporting
requirements regarding its employees and with all lawfully served Wage and
Earnings Assignment Orders and Notices of Assignments and will continue to be
in compliance throughout the term of the Agreement with the County of Orange.
Failure to comply shall constitute a material breach of the Agreement and failure to
cure such breach within 60 calendar days of notice from the County shall constitute
grounds for termination of the Agreement.

4.21 County reserves the right to inspect any work performed pursuant to this Agreement
to ensure that all work is being and has been performed in accordance with the
applicable federal, state and or local requirements and State Standard Agreement
Number 18-HEAP-00026.
4.22 Waiver: No term or provision of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and hereby cause this Agreement to be executed.

*City of Placentia

By: _________________________ By: _________________________

Name: DAMIEN R. PERULA Name: _________________________

Title: CITY ADMINISTRATOR Title: _________________________

Dated: 17 APRIL 2019 Dated: _________________________

*For Contractors that are corporations, signature requirements are as follows: 1) One signature by the Chairman of the Board, the President or any Vice President; and 2) One signature by the secretary, any Assistant secretary, the Chief Financial Officer or an Assistant Treasurer.

For Contractors that are not corporations, the person who has authority to bind the Contractor to a contract, must sign on one of the lines above.

** County of Orange **

A Political Subdivision of the State of California

By: _________________________ Dated: _________________________

Dylan Wright, Director
OC Community Resources

APPROVED AS TO FORM: 

Page 10 of 11
By: [Signature]

Deputy County Counsel

Dated: 4/18/19
December 20, 2018

Natalie Wieckert
Staff Specialist
Santa Ana, Anaheim/Orange County Continuum of Care
333 West Santa Ana Blvd.
3rd Floor
Santa Ana, CA 92706

RE: Award Announcement – Santa Ana, Anaheim/Orange County Continuum of Care Agreement #18-HEAP-00026: CA-602 COC-CA-602-99KLQGG51M

Dear Ms. Wieckert:

The Business, Consumer Services and Housing Agency (BCSH) Homeless Coordinating and Financing Council is pleased to announce that the Santa Ana, Anaheim/Orange County Continuum of Care has been awarded a Homeless Emergency Aid Program (HEAP) grant in the amount of $15,568,715.65. This letter constitutes notice of the award of HEAP funds for use in the Santa Ana, Anaheim/Orange County Continuum of Care.

The County of Orange will receive its full disbursement of funds after the Standard Agreement is fully executed, and the enclosed Request for Funds form has been signed and returned. Please note that the Request for Funds form must be signed at a date at least one day after the County of Orange has signed the Standard Agreement. In addition, grant expenditures may not be incurred prior to the execution of the Standard Agreement and receipt of HEAP funds by the County of Orange.

Please be advised that this award is subject to the terms and conditions of the Standard Agreement, which must be fully executed within 30 calendar days of the date of this award letter. Failure by the County of Orange to sign and return the Standard Agreement upon receipt from BCSH within this timeframe may result in a delay of disbursement of funds.

Congratulations on your successful application. For further information, please contact Daniel Castillo, HEAP Grant Manager, at 916-651-2788 or daniel.castillo@bcsb.ca.gov.

Sincerely,

Alexis Podesta, Secretary
Business, Consumer Services and Housing Agency
Council Chair

915 Capitol Mall, Suite 350-A | Sacramento, CA 95814 | (916) 653-4090
www.bcsb.ca.gov/hcfc
December 20, 2018

Natalie Wieckert
Staff Specialist
Santa Ana, Anaheim/Orange County Continuum of Care
333 West Santa Ana Blvd.
3rd Floor
Santa Ana, CA 92706

RE: Santa Ana, Anaheim/Orange County Continuum of Care
Agreement #18-HEAP-00026: CA-602 COC-CA-602-99KLQGG51M

Dear Ms. Wieckert:

Congratulations on the Santa Ana, Anaheim/Orange County Continuum of Care’s Homeless Emergency Aid Program (HEAP) award. Attached is a copy of the HEAP Standard Agreement with Exhibits A through D.

A. Standard Agreement (STD 213 and Exhibits A through D)

STD 213 – Cover page

Exhibit A – Authority, Purpose and Scope of Work

Exhibit B – Budget Detail and Payment Provisions

Exhibit C – Terms and Conditions

Exhibit D – Special Terms and Conditions

B. For expeditious handling of the contract, please complete the following:

1. Review the entire Agreement thoroughly and, if necessary, discuss the requirements with your legal and financial advisors. Changes to the Agreement will not be accepted unless approved in writing by the Business, Consumer Services and Housing Agency (Agency).

2. Agency has provided four signed copies of the Standard Agreement, STD 213. The Grantee shall counter sign the four
3. The person(s) authorized in the Authorized Signatory Form must provide an original signature, printed name, title and date on the lower left-hand section entitled “Contractor” on each of the four copies of the STD 213, and provide an original initial in the space provided on the cover of each copy of Exhibits A through D.

4. The person authorized in the Authorized Signatory Form must provide a printed name, signature, and date on the attached Request for Funds (RFF) form. The date of the signature must be at least one day after the date of the signed STD 213.

5. Do not send photo copies of signatures. All must be original signatures with wet ink.

6. Return the four signed copies of the STD 213 with all initialed Exhibits and the signed RFF form within 30 calendar days inside the enclosed envelope.

7. Insert a signed copy of either the STD 204 or GovtTIN form that was submitted along with application documents.

8. Maintain a complete electronic version of the STD 213 and Exhibits A through D for your pending file. Note: The contract is not effective until it is signed by the Grantee’s designated official and the Agency.

The Agency reserves the right to cancel a pending Standard Agreement in its entirety if it is not returned within the required 30-day period. Furthermore, no changes may be made to the Standard Agreement or Exhibits A through D without prior written approval from the Agency.

Please accept our best wishes for a successful program. Please contact me at (916) 651-2788 or Daniel.Castillo@bcsh.ca.gov or our Local Government Liaison, Lahela Mattox, at (916) 651-2770 or Lahela.Mattox@bcsh.ca.gov if you have any questions regarding the Standard Agreement or the provisions therein.

Sincerely,

Daniel Castillo
Grant Manager
1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME
BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY

CONTRACTOR'S NAME
County of Orange

2. The term of this Agreement is: Upon BCSH Approval through 10/31/2021

3. The maximum amount of this Agreement is: $15,568,715.65

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

   Exhibit A - Authority, Purpose and Scope of Work
   Exhibit B - Budget Detail and Payment Provisions
   Exhibit C - Terms and Conditions
   Exhibit D - Special Terms and Conditions

TOTAL NUMBER OF PAGES ATTACHED: 16

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

STATE OF CALIFORNIA
BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY

CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)
County of Orange

BY (Authorized Signature)

DATE SIGNED (Do not type) 1/7/19

PRINTED NAME AND TITLE OF PERSON SIGNING
Dylan Wright, Director, occ

ADDRESS
333 West Santa Ana Blvd Fl. 3, Santa Ana, California, 92706

STATE OF CALIFORNIA

AGENCY NAME
BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY

AGENCY NAME
BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY

BY (Authorized Signature)

DATE SIGNED (Do not type) 12/20/18

PRINTED NAME AND TITLE OF PERSON SIGNING
Alexis Podesta, Secretary
Business, Consumer Services and Housing Agency

ADDRESS
915 Capitol Mail, Suite 350-A, Sacramento, CA 95814

Exempt per:
1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY NAME
BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY

CONTRACTOR'S NAME
County of Orange

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   Exhibit D - Special Terms and Conditions

TOTAL NUMBER OF PAGES ATTACHED: 16

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)
County of Orange

BY (Author of Signature) DIAN WRIGHT, DIRECTOR, OCC
DATE SIGNED (Do not type) 1/7/19
PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS
333 West Santa Ana Blvd Fl. 3, Santa Ana, California, 92706

STATE OF CALIFORNIA

AGENCY NAME
BUSINESS, CONSUMERS SERVICES AND HOUSING AGENCY

BY (Author of Signature) AMIE PODESTA, SECRETARY
DATE SIGNED (Do not type) 1/20/18
PRINTED NAME AND TITLE OF PERSON SIGNING
Alexis Podesta, Secretary
Business, Consumer Services and Housing Agency

ADDRESS
915 Capitol Mall, Suite 350-A, Sacramento, CA 95814

California Department of General Services Use Only

Exempt per: 

Page 16 of 50
STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev 06/03)

Exhibit 2

AGREEMENT NUMBER
18-HEAP-00026
REGISTRATION NUMBER
CA-602

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME
BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY
CONTRACTOR'S NAME
County of Orange

2. The term of this Agreement is: Upon BCSH Approval through 10/31/2021

3. The maximum amount of this Agreement is: $15,568,715.65

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

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Exhibit B - Budget Detail and Payment Provisions
Exhibit C - Terms and Conditions
Exhibit D - Special Terms and Conditions

TOTAL NUMBER OF PAGES ATTACHED: 16

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)
County of Orange

BY (Authorized Signature) 
DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING
Dylan Wright, Director, OPCR
ADDRESS
333 West Santa Ana Blvd Fl. 3, Santa Ana, California, 92706

STATE OF CALIFORNIA

AGENCY NAME
BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY

BY (Authorized Signature) 
DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING
Alexis Podesta, Secretary
Business, Consumer Services and Housing Agency
ADDRESS
915 Capitol Mall, Suite 350-A, Sacramento, CA 95814
1. This Agreement is entered into between the State Agency and the Contractor named below:

   STATE AGENCY'S NAME
   BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY

   CONTRACTOR'S NAME
   County of Orange

2. The term of this Agreement is: Upon BCSH Approval through 10/31/2021

3. The maximum amount of this Agreement is: $15,568,715.65

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   Exhibit B - Budget Detail and Payment Provisions
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   Exhibit D - Special Terms and Conditions

TOTAL NUMBER OF PAGES ATTACHED: 16

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

   CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)
   County of Orange

   BY (Authorized Signature) [Signature]
   DATE SIGNED (Do not type) 1/7/19

   PRINTED NAME AND TITLE OF PERSON SIGNING
   Dylan Wright, Director, Orange

   ADDRESS
   333 West Santa Ana Blvd Fl. 3, Santa Ana, California, 92706

STATE OF CALIFORNIA

   AGENCY NAME
   BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY

   BY (Authorized Signature) [Signature]
   DATE SIGNED (Do not type) 12/20/19

   PRINTED NAME AND TITLE OF PERSON SIGNING
   Alexis Podesta, Secretary
   Business, Consumer Services and Housing Agency

   ADDRESS
   915 Capitol Mall, Suite 350-A, Sacramento, CA 95814
AUTHORITY, PURPOSE AND SCOPE OF WORK

Homeless Emergency Aid Program (HEAP)

1. Authority

Pursuant to Chapter 5 (commencing with Section 50210) of Part 1 of Division 31 of the Health and Safety Code, and all other relevant provisions established under SB 850 (Chapter 48, Statutes of 2018), the State has established the Homeless Emergency Aid Program ("HEAP" or "the Program" or "the grant"). The Program is administered by the California Homeless Coordinating and Financing Council ("Council") in the Business, Consumer Services and Housing Agency ("Agency"). HEAP provides one-time flexible block grant funds to Administrative Entities as defined in the September 5, 2018 HEAP Notice of Funding Availability (NOFA) and Large Cities to address their immediate homelessness challenges. This Standard Agreement along with all its exhibits ("Agreement") is entered into by the Agency and an Administrative Entity or Large City ("Contractor") under the authority of, and in furtherance of the purpose of, the Program. In signing this Agreement and thereby accepting this award of funds, the Contractor agrees to comply with the terms and conditions of the Agreement, the Notice of Funding Availability ("NOFA") under which the Contractor applied, the representations contained in the Contractor's application, and the requirements of the authority cited above.

2. Purpose

The general purpose of the Program is to provide one-time block grant funding to address the immediate emergency needs of homeless individuals and individuals at imminent risk of homelessness in the service area of each Contractor. In accordance with the authority cited above, an application was made by the Contractor for HEAP funds to be allocated for eligible uses under the grant, which include, but are not limited to, the following: services, rental assistance or subsidies, capital improvements and homeless youth activities.

3. Definitions

Terms herein shall have the same meaning as the definitions set forth in the HEAP NOFA.

4. Scope of Work

The Scope of Work ("Work") for this Agreement shall include one-time uses that are consistent with Chapter 5 (commencing with Section 50210) of Part 1 of Division 31 of the Health and Safety Code, and all other relevant provisions established under SB 850 (Chapter 48, Statutes of 2018), for eligible uses, which include, but are not limited to, one or more of the following:
Standard Agreement
EXHIBIT A

A. Services,
B. Rental Assistance or Subsidies,
C. Capital Improvements,
D. Homeless Youth Set-Aside,
E. Administrative Costs, and
F. Other

5. Agency Contract Coordinator
   The Agency's Contract Coordinator for this Agreement is the Council's HEAP Grant
   Manager or the Grant Manager's designee. Unless otherwise instructed, any notice,
   report, or other communication requiring Contractor signature for this Agreement shall
   be mailed by first class mail to the Agency Contract Coordinator at the following
   address:

   Business, Consumer Services and Housing Agency
   Attn: Homeless Emergency Aid Program Grant Manager
   915 Capitol Mall, Suite 350-A
   Sacramento, CA 95814

6. Contractor's Contract Coordinator
   The Contractor's Contract Coordinator ("Authorized Representative") for this
   Agreement is listed below. Unless otherwise informed, any notice, report or other
   communication required by this Agreement will be mailed by first class mail to the
   Contractor's Contract Coordinator at the following address:

   | Contractor's Authorized Representative Name: | Natalie Wieckert, Staff Specialist |
   | Address: | 333 West Santa Ana Blvd (3rd flr) |
   | Santa Ana, CA 92706 |
   | Phone: | (714) 834-3754 |
   | Email: | Natalie.Wieckert2@ocgov.com |
7. **Effective Date, Term of Agreement, and Deadlines**

A. This Agreement is effective upon approval by the Agency (indicated by the signature provided by Agency in the lower left section of page one, Standard Agreement, STD. 213), when signed by all parties.

B. All HEAP grant funds must be at least 50 percent contractually obligated by January 1, 2020. One hundred percent of Program funds must be expended by June 30, 2021. Any funds not expended by that date shall be returned to the Agency and will revert to the General Fund (See Health and Safety Code Section 50215).

8. **Special Conditions**

Agency reserves the right to add any special conditions to this Agreement it deems necessary to ensure the goals of the Program are achieved.
Standard Agreement
EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS
Homeless Emergency Aid Program (HEAP)

1. Budget Detail
The Contractor agrees that HEAP funds shall be expended on one-time uses that address immediate homelessness challenges.

Consistent with the application submitted by the Contractor on December 4, 2018, the Business, Consumer Services and Housing Agency ("Agency") shall award funds in the form of a grant for the following eligible activities:

A. Capital Improvements:
   - City of Placentia $5,650,000.00
   - City of Buena Park $3,912,300.00
   - City of Laguna Beach $544,000.00

B. Services:
   - County of Orange $3,733,699.00

C. Rental Assistance or Subsidies:
   - County of Orange $441,519.00

D. Homeless Youth Set-Aside:
   - County of Orange $778,435.78

E. Administrative Costs:
   - County of Orange $508,761.87

F. Other:
   - $0.00

Total HEAP Award Amount:
   - County of Orange $15,568,715.65

2. General Conditions Prior to Disbursement
General Requirements – All Contractors must submit the following forms prior to HEAP funds being released:

A. Request for Funds Form (RFF),
B. Four original copies of the signed STD. 213 form and initialed Exhibits A through D, and
C. Any other documents, certifications, or evidence requested by Agency as part of the HEAP application.

3. **Expenditure of Funds**

Specific requirements and deadlines for contractually obligating and expending awarded funds are defined in the HEAP statutes. Health and Safety Code Sections 50214 and 50215 mandate the following:

A. No more than five (5) percent of HEAP funds may be used for administrative costs related to the execution of eligible activities.

B. No less than five (5) percent of HEAP funds shall be used to establish or expand services meeting the needs of homeless youth or youth at risk of homelessness.

C. No less than 50 percent of HEAP funds shall be contractually obligated by January 1, 2020.

D. One hundred percent of HEAP funds shall be expended by June 30, 2021.

E. Any funds not expended by June 30, 2021 shall be returned to Agency and will revert to the General Fund.

Homeless Coordinating and Financing Council ("Council") staff will provide ongoing technical assistance and training to support Contractors in successfully complying with these requirements and deadlines.

HEAP funds may not be obligated and expended prior to the effective date of this Agreement or prior to Contractor's receipt of HEAP funds, whichever date is later, even if it is for an eligible use under the statute. Program funds shall be expended in compliance with the requirements set forth in Chapter 5 of Part 1 of Division 31 of the Health and Safety Code and all other relevant provisions established under SB 850, the NOFA, and this Agreement.

4. **Disbursement of Funds**

HEAP funds will be disbursed to the Contractor upon receipt, review and approval of the completed RFF by Agency, which will then forward the RFF to the State Controller's Office ("SCO") for a check to be issued. The RFF must include the proposed activities and amount of funds proposed for expenditure under each eligible use. HEAP funds will be disbursed in a single allocation once the RFF has been received by the SCO.

5. **Budget Changes**

After the effective date of this Agreement, the Contractor agrees that no changes shall be made to the Contractor's HEAP budget, funded homeless service providers ("subrecipients"), or eligible activities listed in the RFF without first obtaining approval from Agency. Any changes to this Agreement must be requested by the Contractor in
writing through submission of a Change Request Form. Changes must be approved in writing by Agency.

6. Ineligible Costs
HEAP funds shall not be used for costs associated with activities in violation of any law or for any activities not consistent with the intent of the Program and the eligible uses identified in Health and Safety Code Section 50214.

Agency reserves the right to request additional information and clarification to determine the reasonableness and eligibility of all costs to be paid with funds made available by this Agreement. If the Contractor or its funded subrecipients use HEAP funds to pay ineligible activities, the Contractor shall be required to reimburse these funds to Agency.

A. An expenditure which is not authorized by this Agreement, or which cannot be adequately documented, shall be disallowed and must be reimbursed to Agency by the Contractor.

B. Expenditures for activities not described in Exhibit A or Paragraph 1 above shall be deemed authorized if the activities are consistent with Health and Safety Code Section 50214 and such activities are included in the approved RFF or are approved in writing by Agency prior to the expenditure of funds for those activities.

C. Agency, at its sole and reasonable discretion, shall make the final determination regarding the allowability of expenditures of HEAP funds.

D. Program funds shall not be used for overhead or planning activities, including Homeless Management Information Systems or Homelessness Plans.

7. Administrative Costs
The Contractor must comply with Health and Safety Code Section 50214, which limits administrative costs related to the execution of eligible activities to no more than five percent of HEAP funds. For purposes of this Program, "administrative costs" does not include staff costs directly related to carrying out the eligible activities described in Paragraph 1 of this Exhibit.
TERMS AND CONDITIONS

Homeless Emergency Aid Program (HEAP)

1. Effective Date, Commencement of Work and Completion Dates

A. This Agreement is effective upon approval by Agency, which is indicated by the signature provided by Agency in the lower left-hand corner of page one, Standard Agreement, STD. 213, when signed by all parties. Contractor agrees that the work shall not commence, nor any costs to be paid with HEAP funds be incurred or obligated by any party, prior to execution of this Agreement by Agency and the Contractor, or prior to Contractor’s receipt of HEAP funds, whichever date is later. Contractor agrees that the work shall be completed by the expenditure date specified in Exhibit A, Paragraph 6.

B. Contractor must contractually obligate no less than 50 percent of HEAP funds by January 1, 2020. One hundred percent of HEAP funds shall be expended by June 30, 2021. Any funds not expended by June 30, 2021 shall be returned to Agency and revert to the General Fund. “Obligate” means that the Contractor has placed orders, awarded contracts, received services, or entered similar transactions that require payment from the grant amount. In the case of an award made to a general purpose local government that subcontracts with private nonprofit organizations via letters of awards and Service Provider Agreements, the Subcontractors are required to obligate the funds by the same statutory deadlines. “Expended” means all HEAP funds obligated under contract or subcontract have been fully paid and receipted, and no invoices remain outstanding.

C. Contractor and its Subcontractors agree that the work shall be completed by the expiration date specified in Exhibit A, Paragraph 6 and that the Scope of Work will be provided for the full term of this Agreement.

2. Sufficiency of Funds and Termination

A. Agency may terminate this Agreement at any time for cause by giving a minimum of 14 days’ notice of termination, in writing, to the Contractor. Cause shall consist of: violations of any terms or conditions of this Agreement, or any breach of contract as described in Paragraph 7; violation of any Federal or State Laws or Regulations; or withdrawal of Agency’s expenditure authority. Upon termination of this Agreement, unless otherwise approved in writing by Agency, any unexpended funds received by the Contractor shall be returned to Agency within thirty days of the Notice of Termination.

B. This Agreement is valid and enforceable only if sufficient funds are made available to Agency by legislative appropriation. In addition, this Agreement is subject to any additional restrictions, limitations or conditions, or statutes, regulations or any other
laws, whether federal or those of the State of California, or of any agency, department, or any political subdivision of the federal or State of California governments, which may affect the provisions, terms or funding of this Agreement in any manner.

3. **Transfers**

Contractor may not transfer or assign by subcontract or novation, or by any other means, the rights, duties, or performance of this Agreement or any part thereof, except with the prior written approval of Agency and a formal amendment to this Agreement to affect such subcontract or novation.

4. **Contractor’s Application for Funds**

Contractor has submitted to Agency an application for HEAP funds to provide urgently needed emergency assistance to homeless people in communities with a declared shelter crisis or applicable waiver as authorized by Health and Safety Code Section 50212(b). Agency is entering into this Agreement on the basis of, and in substantial reliance upon, Contractor’s facts, information, assertions and representations contained in that Application, and in any subsequent modifications or additions thereto approved by Agency. The Application and any approved modifications and additions thereto are hereby incorporated into this Agreement.

Contractor warrants that all information, facts, assertions and representations contained in the Application and approved modifications and additions thereto are true, correct, and complete to the best of Contractor’s knowledge. In the event that any part of the Application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading in such a manner that would substantially affect Agency approval, disbursement, or monitoring of the funding and the grants or activities governed by this Agreement, then Agency may declare a breach hereof and take such action or pursue such remedies as are provided for breach hereof.

5. **Reporting/Audits**

A. The Contractor shall submit an annual report to Agency on forms provided by Agency, by January 1, 2020 and January 1, 2021. If the Contractor fails to provide such documentation, Agency may disencumber any portion of the amount authorized by this Agreement with a 14-day written notification. The Contractor shall also submit a final report by September 30, 2021.

B. The annual report shall contain a detailed report containing the following:

1. Amounts awarded to subrecipients with activity(ies) identified.
2. Contract expenditures.
3. Unduplicated number of homeless persons or persons at imminent risk of homelessness served.

Homeless Emergency Aid Program
NOFA Date: 09/06/2018
4. Number of instances of service (defined in September 5, 2018 HEAP NOFA).
5. Increases in capacity for new and existing programs.
6. The number of unsheltered homeless persons becoming sheltered.
7. The number of homeless persons entering permanent housing.

Breakdowns will be expected for each activity (i.e. services, capital improvements, rental assistance, etc.) and program type (i.e. emergency shelter, rapid re-housing, outreach, etc.) for the supplemental reporting requirements listed above, when applicable. The same information will also be requested specifically for the following subpopulations, based on priorities defined by the U.S. Department of Housing and Urban Development (HUD):

1. Chronically homeless
2. Homeless veterans
3. Unaccompanied homeless youth
4. Homeless persons in families with children

Counts by subpopulation will not be required in cases where that information is unavailable, but it is expected in cases where client information is entered in a Homeless Management Information System (HMIS). Additional breakdowns for other subgroups (e.g. race, ethnicity, disability status, etc.) are optional, if the Contractor chooses to include them.

The Contractor will also be asked to comment on the following:

1. Progress made toward local homelessness goals.
2. The alignment between HEAP funding priorities and “Housing First” principles adopted by the Homeless Coordinating and Financing Council.
3. Any other effects from HEAP funding that the CoC or large city would like to share (optional).

C. Agency reserves the right to perform or cause to be performed a financial audit. At Agency request, the Contractor shall provide, at its own expense, a financial audit prepared by a certified public accountant. HEAP administrative funds may be used to fund this expense.

1. If a financial audit is required by Agency, the audit shall be performed by an independent certified public accountant.
2. The Contractor shall notify Agency of the auditor’s name and address immediately after the selection has been made. The contract for the audit shall allow access by Agency to the independent auditor’s working papers.
3. The Contractor is responsible for the completion of audits and all costs of preparing audits.
4. If there are audit findings, the Contractor must submit a detailed response acceptable to Agency for each audit finding within 90 days from the date of the
6. **Retention and Inspection of Records**

   A. The Contractor agrees that Agency or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of this Agreement. The Contractor agrees to provide Agency or its designee, with any relevant information requested. The Contractor agrees to permit Agency or its designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other materials that may be relevant to a matter under investigation for the purpose of determining compliance with the Chapter 5 of Part 1 of Division 31 of the Health and Safety Code and all other applicable requirements established under SB 850, HEAP program guidance document published on the website, and this Agreement.

   B. The Contractor further agrees to retain all records described in Paragraph A for a minimum period of five (5) years after the termination of this Agreement.

      1. If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been commenced before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.

7. **Breach and Remedies**

   A. The following shall each constitute a breach of this Agreement:

      1. Contractor’s failure to comply with the terms or conditions of this Agreement.
      2. Use of, or permitting the use of, HEAP funds provided under this Agreement for any ineligible activities.
      3. Any failure to comply with the deadlines set forth in this Agreement.

   B. In addition to any other remedies that may be available to Agency in law or equity for breach of this Agreement, Agency may:

      1. Bar the Contractor from applying for future HEAP funds;
      2. Revoke any other existing HEAP award(s) to the Contractor;
      3. Require the return of any unexpended HEAP funds disbursed under this Agreement;
      4. Require repayment of HEAP funds disbursed and expended under this Agreement;
      5. Require the immediate return to Agency of all funds derived from the use of HEAP funds including, but not limited to recaptured funds and returned funds;
6. Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or the appointment of a receiver to complete the technical assistance in accordance with HEAP requirements; and
7. Seek such other remedies as may be available under this Agreement or any law.
8. All remedies available to Agency are cumulative and not exclusive.
9. Agency may give written notice to the Contractor to cure the breach or violation within a period of not less than 15 days.

8. Waivers

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of Agency to enforce at any time the provisions of this Agreement, or to require at any time, performance by the Contractor of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of Agency to enforce these provisions.

9. Nondiscrimination

During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, and denial of medical and family care leave or pregnancy disability leave. Contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor or subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

10. Conflict of Interest

All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not
limited to, Government Code section 1090 and Public Contract Code, sections 10410 and 10411, for State conflict of interest requirements.

A. Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.

B. Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.

C. Employees of the Contractor: Employees of the Contractor shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to, any applicable conflict of interest provisions of the California Political Reform Act, Government Code section 87100 et seq.

11. Drug-Free Workplace Certification

Certification of Compliance: By signing this Agreement, Contractor, and its subcontractors, hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

A. Publish a statement notifying employees and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355(a)(1).

B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355(a)(2) to inform employees, contractors, or subcontractors about all of the following:

1. The dangers of drug abuse in the workplace;
2. Contractor's policy of maintaining a drug-free workplace;
3. Any available counseling, rehabilitation, and employee assistance programs;
and,
4. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.

C. Provide, as required by Government Code section 8355(a)(3), that every employee and/or subcontractor who works under this Agreement:

1. Will receive a copy of Contractor's drug-free policy statement, and
2. Will agree to abide by terms of Contractor's condition of employment or subcontract.

12. Child Support Compliance Act

For any Contract Agreement in excess of $100,000, the Contractor acknowledges in accordance with Public Contract Code 7110, that:

A. The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

B. The Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

13. Special Conditions – Contractors/Subcontractor

The Contractor agrees to comply with all conditions of this Agreement including the Special Conditions set forth in Exhibit D. These conditions shall be met to the satisfaction of Agency prior to disbursement of funds. The Contractor shall ensure that all Subcontractors are made aware of and agree to comply with all the conditions of this Agreement and the applicable State requirements governing the use of HEAP funds. Failure to comply with these conditions may result in termination of this Agreement.

A. The Agreement between the Contractor and any Subcontractor shall require the Contractor and its Subcontractors, if any, to:

1. Perform the work in accordance with Federal, State and Local housing and building codes, as applicable.
2. Maintain at least the minimum State-required worker's compensation for those employees who will perform the work or any part of it.
3. Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount that is reasonable to compensate any person, firm or corporation who may be injured or damaged by the Contractor or any Subcontractor in performing the Work or any part of it.

4. Agree to include all the terms of this Agreement in each subcontract.

14. **Compliance with State and Federal Laws, Rules, Guidelines and Regulations**

The Contractor agrees to comply with all State and Federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, and all other matters applicable and/or related to the HEAP program, the Contractor, its Subcontractors, and all eligible activities.

Contractor shall also be responsible for obtaining any and all permits, licenses, and approvals required for performing any activities under this Agreement, including those necessary to perform design, construction, or operation and maintenance of the activities. Contractor shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental protection, procurement, and safety laws, rules, regulations, and ordinances. Contractor shall provide copies of permits and approvals to Agency upon request.

15. **Inspections**

A. Contractor shall inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable Federal, State and/or local requirements, and this Agreement.

B. Agency reserves the right to inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable Federal, State and/or local requirements, and this Agreement.

C. Contractor agrees to require that all work that is determined based on such inspections not to conform to the applicable requirements be corrected and to withhold payments to the subrecipient or Subcontractor until it is corrected.

16. **Litigation**

A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of Agency, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are and shall be deemed severable.
Standard Agreement
EXHIBIT C

B. The Contractor shall notify Agency immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or Agency, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of Agency.
## SPECIAL TERMS AND CONDITIONS

### Homeless Emergency Aid Program (HEAP)

1. All proceeds from any interest-bearing account established by the Contractor for the deposit of HEAP funds, along with any interest-bearing accounts opened by Subrecipients to the Contractor for the deposit of HEAP funds, must be used for HEAP-eligible activities. Consistent with Health and Safety Code Section 50214 (b), no more than five (5) percent of these proceeds may be used for general administrative purposes. At least five (5) percent of these proceeds must be allocated to establishing or expanding services for homeless youth, as defined in HEAP Program documents.

2. Any housing-related activities funded with HEAP funds, including but not limited to, emergency shelter, rapid-rehousing, rental assistance, transitional housing and permanent supportive housing must be in compliance or otherwise aligned with the Core Components of Housing First, pursuant to Welfare and Institution Code Section 8255(b).

3. The Contractor agrees to provide the Business, Consumer Services and Housing Agency access to Homeless Management Information System (“HMIS”) data collected and entered into the Contractor’s HMIS, upon request, and to participate in any statewide data initiative as directed by BCSH including but not limited to, a statewide data integration environment.

4. Pursuant to the information provided in the Contractor’s application, the following jurisdictions have declared and have in effect a shelter crisis in accordance with Government Code Section 8698.2 at the time of this award, and are eligible to receive HEAP funds through the Contractor:

<table>
<thead>
<tr>
<th>City of Anaheim</th>
<th>City of Buena Park</th>
<th>County of Orange</th>
<th>City of Tustin</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Laguna Beach</td>
<td>City of Placentia</td>
<td>City of Santa Ana</td>
<td></td>
</tr>
</tbody>
</table>

The following jurisdictions have not declared a shelter crisis at the time of this award and are not eligible to directly receive HEAP funds through the Contractor:

<table>
<thead>
<tr>
<th>City of Aliso Viejo</th>
<th>City of Garden Grove</th>
<th>City of Laguna Woods</th>
<th>City of San Clemente</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Brea</td>
<td>City of Huntington Beach</td>
<td>City of Lake Forest</td>
<td>City of San Juan Capistrano</td>
</tr>
<tr>
<td>City of Costa Mesa</td>
<td>City of Irvine</td>
<td>City of Los Alamitos</td>
<td>City of Seal Beach</td>
</tr>
<tr>
<td>City of Cypress</td>
<td>City of La Habra</td>
<td>City of Mission Viejo</td>
<td>City of Stanton</td>
</tr>
<tr>
<td>City of Dana Point</td>
<td>City of La Palma</td>
<td>City of Newport Beach</td>
<td>City of Villa Park</td>
</tr>
<tr>
<td>City of Fountain Valley</td>
<td>City of Laguna Hills</td>
<td>City of Orange</td>
<td>City of Rancho Santa Margarita</td>
</tr>
<tr>
<td>City of Fullerton</td>
<td>City of Laguna Niguel</td>
<td>City of Westminster</td>
<td>City of Yorba Linda</td>
</tr>
</tbody>
</table>

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Homeless Emergency Aid Program  
NOFA Date: 09/05/2018  
Contractor’s Initials
### HOMELESS EMERGENCY AID PROGRAM

**REQUEST FOR FUNDS FORM**

<table>
<thead>
<tr>
<th>Contract Number</th>
<th>Invoice Number</th>
<th>Expiration Date</th>
<th>Contact Person</th>
<th>Contact Person Title</th>
<th>E-mail</th>
<th>Phone No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>18-HEAP-00026</td>
<td>18-HEAP-00026</td>
<td>10/31/2021</td>
<td>Natalie Wieckert</td>
<td>Staff Specialist</td>
<td><a href="mailto:natalie.wieckert12@ocgov.com">natalie.wieckert12@ocgov.com</a></td>
<td>(714) 934-3754</td>
</tr>
</tbody>
</table>

#### HOMELESS EMERGENCY AID EXPENDITURES BREAKDOWN

**BUDGET BREAKDOWN**

<table>
<thead>
<tr>
<th>Proposed Activities</th>
<th>Approved Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Services</td>
<td>$3,733,699.00</td>
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<td>$0.00</td>
</tr>
<tr>
<td>Other:</td>
<td>$0.00</td>
</tr>
<tr>
<td>TOTAL:</td>
<td>$15,568,715.65</td>
</tr>
</tbody>
</table>

**CERTIFICATION**

*By signing this form, I certify to the best of my knowledge and belief that the form is true, complete, and accurate, and the activities and budget are for the purposes and objectives set forth in the terms and conditions of the HEAP Standard Agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative penalties, for fraud, false statement, false claims or otherwise.*

**Dylan Wright**

Name of Authorized Person

Signature of Authorized Person

**BCSH USE ONLY**

Grant Management Representative Signature

Date:
The principal purpose of the information provided is to establish the unique identification of the government entity.

**Instructions:** You may submit one form for the principal government agency and all subsidiaries sharing the same TIN. Subsidiaries with a different TIN must submit a separate form. Fields bordered in red are required. Hover over fields to view help information. Please print the form to sign prior to submission. You may email the form to: vendors@fiscal.ca.gov, or fax it to (916) 578-5200, or mail it to the address above.

<table>
<thead>
<tr>
<th>Principal Government Agency Name</th>
<th>COUNTY OF ORANGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Remit-To Address (Street or PO Box)</td>
<td>PO BOX 567</td>
</tr>
<tr>
<td>City</td>
<td>SANTA ANA</td>
</tr>
<tr>
<td>State</td>
<td>CA</td>
</tr>
<tr>
<td>Zip Code+4</td>
<td>92702</td>
</tr>
</tbody>
</table>

Government Type:
- [ ] City
- [x] County
- [ ] Special District
- [ ] Federal
- [ ] Other (Specify)

Federal Employer Identification Number (FEIN) 856000928

List other subsidiary Departments, Divisions or Units under your principal agency's jurisdiction who share the same FEIN and receives payment from the State of California.

<table>
<thead>
<tr>
<th>Dept/Division/Unit Name</th>
<th>OC Community Resources</th>
<th>Complete Address</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>1300 South Grand Ave, Building B Santa Ana, CA 92705-4407</td>
</tr>
<tr>
<td>Dept/Division/Unit Name</td>
<td>OC Community Resources</td>
<td>Complete Address</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1770 N Broadway Santa Ana, CA 92706-2506</td>
</tr>
</tbody>
</table>

Contact Person: Chris Nelson  
Phone number: 714-834-2479  
E-mail address: Chris.Nelson@ococgov.com  
Signature: [Signature]  
Date: 11/21/201
January 29, 2019

Susan Price
Director of Care Coordination, County of Orange
Santa Ana, Anaheim/Orange County Continuum of Care
333 West Santa Ana Blvd.
Santa Ana, CA 92701

RE: Contract #18-HEAP-00026: Standard Agreement Amendment-Exhibit E

Dear Ms. Price:

The Business, Consumer Services and Housing Agency (BCSH) Homeless Coordinating and Financing Council received a request from the City of Buena Park for an exemption from the no-reimbursement provisions of the Santa Ana, Anaheim/Orange County Continuum of Care (CoC) HEAP contract. Based on a review of documentation provided by the County of Orange and the City of Buena Park, BCSH is granting this request and authorizing a one-time exemption for the City of Buena Park for their acquisition of property that will be used as a regional shelter.

Please review the enclosed STD 213 Standard Agreement Amendment and Standard Agreement Exhibit E. The person(s) authorized in the Authorized Signatory Form must provide an original signature, printed name, title and date on the lower left-hand section entitled “Contractor” on each of the two copies of the STD 213, and provide an original initial in the space provided on Exhibit E. The amended contract is not effective until it is signed by the Grantee’s designated official and BCSH.

Please contact Lahela Mattox, our Local Government Liaison, at (916) 651-2770 or Lahela.Mattox@bcsh.ca.gov if you have any questions regarding the Standard Agreement or the provisions therein.

Sincerely,

[Signature]
Alexis Podesta, Secretary
Business, Consumer Services and Housing Agency
Council Chair

915 Capitol Mall, Suite 350-A | Sacramento, CA 95814 | (916) 653-4090
www.bcsn.ca.gov/hcfc
1. This Agreement is entered into between the State Agency and Contractor named below:

   **STATE AGENCY'S NAME**
   Business, Consumer Services and Housing Agency

   **CONTRACTOR'S NAME**
   County of Orange

2. The term of this Agreement is [date]

   Upon BCSH Approval through 10/31/2021

3. The maximum amount of this Agreement after this amendment is: $15,568,715.65

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

   Exhibit E – Amended Terms

   All other terms and conditions shall remain the same.

   IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

---

**CONTRACTOR**

**STATE OF CALIFORNIA**

**AGENCY NAME**

Business, Consumer Services and Housing Agency

**APPLICATION**

915 Capitol Mall, Suite 350-A, Sacramento, CA 95814

---

**CALIFORNIA**

Department of General Services

Use Only

---

**ACCOUNTING**

Exempt per:

---

**ADDRESS**

333 West Santa Ana Blvd Fl. 3
Santa Ana, CA 92706

---

**STATE OF CALIFORNIA**

Business, Consumer Services and Housing Agency

**APPLICATION**

915 Capitol Mall, Suite 350-A, Sacramento, CA 95814

---

**ACCOUNTING**

Exempt per:
STATE OF CALIFORNIA
STANDARD AGREEMENT AMENDMENT
STD 213 A (Rev 6/03)

[ ] CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 1 Pages

AGREEMENT NUMBER
18-HEAP-00026
AMENDMENT NUMBER 1
REGISTRATION NUMBER
CA-602

1. This Agreement is entered into between the State Agency and Contractor named below:

STATE AGENCY'S NAME
Business, Consumer Services and Housing Agency

CONTRACTOR'S NAME
County of Orange

2. The term of this Agreement is

Upon BCSH Approval through 10/31/2021

3. The maximum amount of this Agreement after this amendment is: $15,568,715.65

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Exhibit E - Amended Terms

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)
County of Orange

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS
333 West Santa Ana Blvd Fl. 3
Santa Ana, CA 92706

STATE OF CALIFORNIA

AGENCY NAME
Business, Consumer Services and Housing Agency

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING
Alexis Podesta, Secretary
Business, Consumer Services and Housing Agency

ADDRESS
915 Capitol Mall, Suite 350-A, Sacramento, CA 95814

CALIFORNIA
Department of General Services
Use Only

Exempt per:
Standard Agreement
EXHIBIT E

Amended Terms

Homeless Emergency Aid Program (HEAP)

1. BCSH is authorizing a one-time exemption from the no-reimbursement provisions of the HEAP contract with the County of Orange CoC to allow the City of Buena Park to be reimbursed in the amount of $3,602,770.00 for their acquisition of property that will be used as a regional shelter. In no way does this amendment relieve the Contractor of its requirements under the remainder of the agreement, which include complying with the no-reimbursement provisions of the HEAP contract for all remaining HEAP funds, using a minimum of five percent of HEAP funds for the purposes of addressing youth homelessness, and using a maximum of five percent of HEAP funds for the administration of this grant.

2. Notwithstanding Exhibit B of this agreement, and based on the revisions requested by the Contractor and authorized in Section 1 of this Exhibit, the following figures represent the new allocation of HEAP resources approved under the current HEAP agreement. The Contractor agrees to expend funds consistent with the allocation provided below:

   A. Capital Improvements: City of Placentia $5,650,000.00
   Capital Improvements: City of Buena Park $6,412,300.00
   Capital Improvements: City of Laguna Beach $544,000.00
   B. Services: County of Orange $1,005,127.00
       Services: City of Laguna Beach $347,819.00
   C. Rental Assistance or Subsidies: County of Orange $441,519.00
   D. Homeless Youth Set-Aside: County of Orange $778,435.78
   E. Administrative Costs: County of Orange $389,714.87
   F. Other: $0.00
   Total HEAP Award Amount: $15,568,715.65
Certification for a Drug-Free Workplace

City of Buena Park

Applicant Name

Homeless Emergency Aid Program – Agreement #18-23-0056-HEAP

Program/Activity Receiving Federal Grant Funding

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---
   (1) The dangers of drug abuse in the workplace;
   (2) The Applicant's policy of maintaining a drug-free workplace;
   (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
   (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---
   (1) Abide by the terms of the statement; and
   (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---
   (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

2. Sites for Work Performance. The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

Check here [ ] if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.


Name of Authorized Official

Signature Date

Title

X

Form HUD-50070 (3/98)

ref. Handbooks 7417.1, 7475.13, 7485.1 & .3

Page 41 of 50
Exhibit 4  
Declaration of Restrictive Covenant

RECORDED AT REQUEST OF,  
AND RETURN TO:

Housing and Community Development  
and Homeless Services  
1300 S. Grand Ave., Bldg. B, 3rd Floor  
Santa Ana, CA 92705-4407  
Attention: Program Manager

(Space above this line for Recorder's use only.)

DECLARATION OF  
RESTRICTIVE COVENANT  

(Homeless Shelter)  
(City of Placentia)

This Declaration of Restrictive Covenants ("Covenant") is made as of this _______ day of  
____________, 2019, by the City of Placentia, a California municipal corporation ("Owner")  
and the County of Orange, a political subdivision of the state of California, ("County"), with  
reference to the following facts:

RECITALS

A. Owner is the owner of the certain real property located at [CITY TO INSERT]  
_________________________ in the City of Placentia ("Property"), within the geographic area of the  
Orange County, California. The legal description of the Property is attached hereto as Exhibit A  
and is incorporated by reference herein.

B. On or about October 4, 2018, Owner responded to a solicitation from the Orange  
County Continuum of Care ("County CoC") and submitted an application to receive an award of  
funds from the California State Homeless Emergency Aid Program ("HEAP").

C. Total amount of funds apportioned and approved by the County CoC to be used  
by the Owner for HEAP eligible activities is Five Million Six Hundred Fifty Thousand dollars  
($5,650,000) ("Funds").

D. The Owner is permitted to use the Funds to perform necessary and eligible capital  
improvements on the Property.
E. On or about January 7, 2019, County by and through Orange County Community Resources executed the State Standard Agreement 18-HEAP-00026 (“State Agreement”) accepting the award of HEAP funds provided under the HEAP program.

F. Owner and County subsequently entered into the Funding Agreement dated ____, ____ 2019, (“Funding Agreement”) that established terms and conditions of the Owner’s receipt of the Funds and sets forth the Owner’s obligations and responsibilities in return for receipt of the Funds, which is incorporated herein by reference.

G. The Owner has agreed that in return for the receipt of the Funds: it will perform the HEAP eligible capital improvements, and; it will maintain and operate the Property for 10 years as an emergency homeless shelter with a minimum of 80 beds to serve the homeless population of the North Service Planning Area in Orange County, which includes all unincorporated County areas within the boundaries of the North Service Planning Area. The North Service Planning Area and all unincorporated areas within the boundaries of the North Service Planning Area, is described in Exhibit 1 attached to the Funding Agreement and is incorporated herein by reference.

H. As part of the approval for the Owner to receive Funds to perform the HEAP eligible capital improvements on the Property, the Owner agrees among other things to the following: the Owner agrees to maintain and operate the Property as a regional year-round emergency homeless shelter for the period of ten (10) years from the date of the execution of the Funding Agreement and operate the Property as an emergency homeless shelter 24/7 during this period; while operating the Property as an emergency homeless shelter, Owner agrees to provide the eligible participants with basic needs, appropriate referrals to establish housing stability and viable living environment as required under the HEAP program; to provide referrals and connections to mental health needs and medical needs; to provide connection to appropriate County resources and department agencies; to provide County monthly updates regarding the status of HEAP eligible capital improvements, and; to collaborate with County CoC and County CoC Coordinated or Centralized Assessment System.

I. Owner now desires to record this Covenant over the Property, which will subject the Property to certain restrictions on use consistent with the Funding Agreement, and as more particularly set forth below.

NOW, THEREFORE, the County and Owner hereby declare that the following express covenants are to be taken and construed as running with the Property and, except as set forth below, shall pass to and be binding upon Owner and its successors, assigns, heirs, grantees or lessees to the Property or any part thereof from the date of recordation of this Covenant and shall continue for ten (10) years from the date of the execution of the Funding Agreement. Each and every contract, deed, lease or other instrument covering or conveying the Property or any portion thereof shall be held conclusively to have been executed, delivered and accepted subject to covenants and restrictions regardless of whether such covenants and restrictions are set forth in such contract, deed, lease or other instruments.

1. Purpose and Effect of Covenant.
(a) The purpose of this Covenant is to restrict the use of the Property as set forth in Paragraph 2 below.

(b) Upon recordation of this Covenant, use of the Property shall be restricted as set forth in Paragraph 2 below.

2. Restrictions Affecting the Property.

The Owner hereby agrees to the below restrictions for ten (10) years from the execution of the Funding Agreement.

(a) The Property shall be used solely and exclusively as an emergency homeless shelter;

(b) The Property shall operate as an emergency homeless shelter year-round to serve the North Service Planning Area, which includes all unincorporated County areas within the boundaries of the North Service Planning Area and provide 24/7 shelter to eligible participants (eligible participants as defined in the Funding Agreement).

(c) The Property shall have at minimum 80 shelter beds;

3. Restrictions Run with the Property. Owner intends that the provisions set forth in Paragraph 2 above are covenants which shall run with the land and be binding upon Owner, its heirs, successors and assigns, including lessees or other users of the Property (collectively, “Users”). Should it be determined that the restrictions contained in Paragraph 2 are not covenants which run with the land, Owner intends that these provisions are equitable servitudes which run with the land and are binding upon all Users. Owner also intends that the provisions set forth in Paragraph 2 may be enforced by Owner against Users even if Owner does not own property which is benefited by these provisions. Should any portion of Paragraph 2 be held to be unenforceable, all of the other portions shall remain binding and enforceable. Should any portion of Paragraph 2 be held to not run with the land, all of the other portions shall continue to run with the land.

4. Irrevocability of Covenant. This Covenant may not be revoked, or materially modified or amended, by Owner during the term hereof without the prior written consent of County.

5. Maintenance; Compliance with Law. Owner agrees to maintain all interior and exterior improvements, including landscaping, of the Property in good condition, repair and sanitary condition (and, as to landscaping, in a healthy condition) and in accordance with any management and operations plan in full compliance with the HEAP program and requirements (including without limitation any landscaping and signage), as the same may be amended from time to time, and all other applicable laws, rules, ordinances, orders, and regulations of all federal, state, county, municipal, and other governmental agencies and bodies having or claiming jurisdiction and all their respective departments, bureaus, and officials. Owner acknowledges the great emphasis the County places on quality and to provide quality services to eligible participants to ensure compliance with the HEAP program and requirements. In addition, Owner shall keep the Property free from all graffiti and any accumulation of debris or
waste material. Owner shall promptly make all repairs and replacements necessary to keep the Property in good condition and repair and shall promptly eliminate all graffiti and replace dead and diseased plants and landscaping with comparable approved materials.

6. **Owner’s Rights.** Except for the express restrictions on use of the Property as set forth herein, Owner shall have all other rights of ownership appurtenant to the Property and the right to exercise same.

7. **Term of the Covenant.** This Covenant shall automatically terminate on the date which is Ten (10) years after the date of the execution of the Funding Agreement, if not earlier terminated by mutual consent of Owner and County ("Term of the Covenant").

8. **Defaults:** among others, each of the following shall constitute an “Event of Default” by Owner under this Covenant:

   (a) Failure to operate and maintain the Property as a year-round emergency homeless shelter pursuant to requirements of the Covenant, Funding Agreement, HEAP program and other applicable state and federal laws and regulations;

   (b) Owner’s unauthorized sale or transfer of the Property in violation of this Covenant, or Funding Agreement;

   (c) Failure to operate and maintain the Property as a year-round emergency homeless shelter for the Term of the Covenant.

   (d) Any fraudulent act or omission by the Owner pertaining to or made in connection with the use of the Funds, Funding Agreement or operation and maintenance of the Property as a year-round emergency homeless shelter.

9. **Remedies:** The occurrence of any Event of Default, or any other violation of Owner under this Covenant or the Funding Agreement shall give the County the right to proceed with any and all remedies available to the County including but not limited to those set forth in the Funding Agreement. No right, power, or remedy given to the County by the terms of this Covenant or Funding Agreement is intended to be exclusive of any other right, power, or remedy; and each and every such right, power, or remedy shall be cumulative and in addition to every other right, power, or remedy given to the County by the terms of any such instrument, or by any statute or otherwise against Owner and any other person. Neither the failure nor any delay on the part of the County to exercise any such rights and remedies shall operate as a waiver thereof, nor shall any single or partial exercise by the County of any such right or remedy preclude any other or further exercise of such right or remedy, or any other right or remedy.

10. **Notice:** Notices or other communications which may be required or provided under the terms of this Covenant shall be given as follows:

    County
    OC Community Resources

    City
    City of Placentia
IN WITNESS WHEREOF, the Owner and County have executed this Covenant the day and year first above written.

“Owner”

City of Placentia
a California municipal Corporation

By:

By: ___________________________
Name: _________________________
Its: ___________________________

By: ___________________________
Name: _________________________
Its: ___________________________
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  )
County of ___________________________ )

On ________________________, before me, ____________________________, (insert name and title of the officer)
Notary Public, personally appeared ____________________________, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature ____________________________  (Seal)
APPROVED AS TO FORM
COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

By: ____________________________

Dated: __________________________

COUNTY OF ORANGE
A political subdivision of the State of California

By____________________________

Dylan Wright, Director,
OC Community Resources
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California   )
County of ___________________________ )

On ___________________________, before me, ________________, (insert name and title of the officer)
Notary Public, personally appeared ____________________________, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature ________________________________  (Seal)
Exhibit A
Legal Description of the Property

[CITY TO PROVIDE AS REQUIRED UNDER AGREEMENT]
AGREEMENT BETWEEN THE CITY OF BUENA PARK AND THE COUNTY OF ORANGE FOR THE CAPITAL IMPROVEMENT OF A HOMELESS SHELTER

THIS AGREEMENT #18-23-0056-HEAP ("Agreement") is made and entered into this 22nd day of January 2019 ("Effective Date"), by and between the City of Buena Park, with a DUNS #039123968, a California municipal corporation (hereinafter referred to as "City") and the County of Orange, a political subdivision of the State of California, (hereinafter referred to as "County"). The City and County may be referred to herein individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, County’s Continuum of Care ("CoC") Board solicited proposals to award contracts utilizing funding from the State of California’s Homeless Emergency Aid Program ("HEAP") for emergency services, rental assistance or subsidies and capital improvements; and

WHEREAS, City responded to the solicitation and was subsequently recommended for funding to acquire a facility with the intention of creating a minimum of 150 beds for homeless shelter to serve the CoC’s North Service Planning Area in Orange County; and

WHEREAS, City has identified for this purpose a site located at 6490 Caballero Boulevard, in the City of Buena Park, California 90620 ("Site"); and

WHEREAS, on or about January 7, 2019, County by and through Orange County Community Resources executed the State Standard Agreement 18-HEAP-00026 accepting the award of HEAP funds provided under the HEAP program. The State Standard Agreement is attached hereto as Exhibit 2 and is incorporated herein by reference; and

WHEREAS, the City was awarded up to $6,412,300 toward HEAP eligible capital improvement costs of the Site (the "Funds").

WHEREAS, on or about January 29, 2019, City’s request for Funds was approved by the state of California, Business, Consumer Services and Housing Agency. The State Standard Agreement Amendment is attached hereto as Exhibit 3 and is incorporated herein by reference; and

WHEREAS, City and County now desire to enter into this Agreement to establish responsibilities for the purchase and control of the Site.

NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants and promises herein contained, the Parties hereto agree as follows:
Exhibits:
This Agreement is comprised of this document and the following Exhibits, which is attached hereto and incorporated by reference into this Agreement:

Exhibit 1: North Service Planning Area
Exhibit 2: State Standard Agreement 18-HEAP-00026
Exhibit 3: State Standard Agreement Amendment
Exhibit 4: Drug-Free Workplace Certification
Exhibit 5: Declaration of Restrictive Covenant and its attached exhibits

1. CAPITAL IMPROVEMENT OF THE SITE
1.1 The Site is owned by the City, and the City Council has selected and approved the Site to be used for the purposes described in this Agreement.

1.2 The City shall perform all HEAP eligible capital improvements to the Site and use the Funds, in a manner consistent with the federal, state and local laws including but not limited to applicable procurement requirements and the requirements set forth in State Standard Agreement 18-HEAP-00026 and its amendment attached hereto as Exhibits “2—3”.

1.3 The City warrants that Funds cannot be used for costs associated with activities in violation of any law or for any activities inconsistent with the intent of the HEAP and the eligible uses identified in Health and Safety Code Section 50214.

1.4 City shall be responsible for acquiring and complying with all necessary land use approvals and permits, and licenses required for the acquisition, renovation, and/or operation of the Site including but not limited to those necessary to perform design, construction, or operation and maintenance of the Site. City shall provide County copies of all the permits, and approvals upon request of the County.

1.5 Except as otherwise agreed upon by the Parties, the City shall control the management and operation plan for the Site. The City shall operate the Site as a year-round emergency homeless shelter for a minimum of ten (10) years from the execution of this Agreement and provide at minimum, Services as identified in this Agreement for the said duration, after which the City may use the Site for any use, in its sole and absolute discretion (“Term of the Agreement”).

1.6 For the purposes of this Agreement, the Site shall serve eligible participants. Eligible participants are defined as a person/household who is considered to be homeless only when he/she/they lack(s) a fixed, regular and adequate nighttime residence and reside(s) in a place not meant for human habitation, such as cars, parks, sidewalks, abandoned buildings, motels, or other shelters, or for reference as further defined in 24 Code of Federal Regulations (CFR) Part 578.3 and 576.2.

1.7 The City has agreed to execute, properly record, and comply with requirements of the Declaration of Restrictive Covenant by and between County and City dated ________,
2019, ("Covenant"), which is attached hereto as Exhibit "5" and is incorporated herein by reference. The City is required to provide the County with the official conformed copy and proof of recordation of the Covenant, within 30 days of the execution of this Agreement.

2. COST SHARING BETWEEN THE PARTIES:

2.1 County shall provide up to Six Million, Four Hundred Twelve Thousand and Three Hundred dollars ($6,412,300) (i.e. Funds) toward HEAP eligible capital improvement costs of the Site. The eligibility of the capital improvements shall be determined pursuant HEAP and all other applicable state, federal and local laws and regulations. County may not pay for any capital improvements that are not eligible under the HEAP or other applicable state and federal laws and regulations including the State Standard Agreement 18-HEAP-00026 and its amendments. City shall be responsible for any HEAP eligible capital improvement costs of the Site in excess of the Funds.

2.2 County shall make payments to City within thirty (30) days of receiving invoices from City on a monthly or quarterly basis, to be mutually agreed upon between both Parties, for the HEAP eligible capital improvements of the Site.

2.3 City shall submit all final invoices to County no later than April 30, 2021. Any invoices received after this date will not be eligible for reimbursement by County.

2.4 City agrees to allocate adequate funding to operate and maintain the Site for its intended purpose on an annual basis for a minimum of ten (10) years.

2.5 In the event City ceases to operate the Site or fails to fulfill its responsibilities as defined under this Agreement for a minimum of ten (10) years, City shall return all or a prorated amount of Funds to the County based upon the numbers of years in which the Site failed to operate as required under this Agreement.

2.6 If any portion of HEAP funds transferred from County to City are deemed ineligible for a particular use or purpose, City shall return said funds to the County within 90 days of County's written request for reimbursement.

3. CITY RESPONSIBILITIES:

3.1 Within thirty (30) days of execution of this Agreement, City shall provide a timeline for the HEAP eligible capital improvements of the Site with anticipated dates and milestones.

3.2 City shall provide monthly updates on the status of the capital improvements of the Site until June 30, 2021, or sooner upon completion of the capital improvements of the Site.
3.3 City shall, or procure a firm to, operate the Site as a year-round emergency homeless shelter on a 24/7 basis, including taking appropriate action for medical/mental health emergencies of participants. In the event the City procures a firm to operate the Site, for informational purposes the City shall provide the County with the name of the firm, the model used for operation and the established eligibility criteria for entry into the emergency homeless shelter and shall procure the firm pursuant to requirements as set forth in applicable state and federal statutes and regulations.

3.4 During the Term of this Agreement, City shall continuously and as necessary enter client/participant data in the Homeless Management Information System (HMIS) for tracking occupancy and adhere to all implementation guidelines developed under the County’s Continuum of Care Program per the current 2-1-1-OC HMIS standards or any amended HMIS standards as amended from time to time.

3.5 City shall collaborate with County on the County’s Coordinated Entry System and other Continuum of Care services.

3.6 City shall work in partnership with County to be a “Good Neighbor.” In being a Good Neighbor,” the City shall inform the public about the positive aspects of the shelter program, be responsive to community concerns, and work closely with city/local governmental agencies to minimize the impact of the shelter program on the surrounding neighborhood.

3.7 For informational purposes, the City shall submit its policies and procedures to the County for the shelter program including, but not limited to, all aspects of the shelter program services, management plan, staff responsibilities, and staff coordination.

3.8 City shall coordinate with County agencies engaged with those experiencing homelessness including, but not limited to, Health Care Agency, Social Services Agency, and OC Community Resources, and shall also engage local agencies, social services programs and volunteers to assist with the shelter program.

3.9 City shall submit reports on a monthly basis. Data and due dates for the monthly reports will be items mutually agreed upon with the County and data collected through HMIS.

3.10 The City shall provide the following agreed upon services including but not limited to (“Services”):

3.10.1 Provide a minimum of 150 shelter beds at the Site to serve the homeless population in the North Service Planning Area in Orange County as defined in Exhibit “1,” which includes all unincorporated County areas within the boundaries of the North Service Planning Area

3.10.2 Maintain and operate the Site as a year-round emergency homeless shelter designed to provide access to safe shelter, basic needs and access to support to
move individuals and families out of homelessness and into permanent housing opportunities;

3.10.3 Operate the Site 24/7 (24 hours per day, 7 days a week),

3.10.4 Provide an engagement rich environment to provide eligible participants, as defined in Paragraph 1.6, a pathway to service connections, health care, housing and stability per the industry standards. The Parties mutually agree that any available beds or services provided at the Site will be limited to individuals from the North Service Planning Area, which includes all unincorporated County areas within the boundaries of the North Service Planning Area, as depicted on Exhibit “1”.

3.10.5 Provide case management services, rental assistance, and access and/or referrals to mental health and social services designed to reduce homelessness.

3.10.6 Provide other services as reasonably necessary to comply with the HEAP funding requirements.

3.11 The City agrees to perform the work, and provide Services in accordance with all laws, including but not limited to state, federal, and local regulations, housing and building codes and State Standard Agreement 18-HEAP-00026 and its amendments, as if those requirements are set forth herein.

4. MISCELLANEOUS:

4.1 The obligations and participation of County under this Agreement shall be limited solely to the discretionary issuance of the Funds to City in accordance with the terms of this Agreement.

4.2 City agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County’s Board of Supervisors acts as the governing Board (“County Indemnitees”) harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, misuse of Funds, arising from or related to the Services, capital improvements, and operation of the Site, or other performance provided by City, its agents, affiliates, contractors and subcontractors pursuant to this Agreement. If judgment is entered against City and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, City and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

4.3 County agrees to indemnify, defend with counsel approved in writing by City, and hold City, its elected and appointed officials, officers, employees, agents (“City Indemnitees”) harmless from any and all intentional misconduct or negligent act of the County or County Indemnitees arising out of County’s performance under this Agreement, except that this section 4.3 shall not apply to claims arising out of misuse of Funds by the City, its agents, affiliates, contractors or subcontractors.
4.4 Each Party agrees that the insurance held by the other, whether commercial or self-insurance, is sufficient for the purpose of this Agreement. The City acknowledges and agrees that in performing Services including capital improvements, and operation of the Site, it shall require all of its contractors and subcontractors to carry adequate insurance as specified in State Standard Agreement Number 18-HEAP-00026 as if those requirements are set forth herein.

4.5 Neither Party shall have the right to assign this Agreement without the express written approval of the other Party. This Agreement shall be binding upon and inure to the benefit of the Parties and their permitted successors, assigns and legal representatives.

4.6 This Agreement, its attached exhibits and documents incorporated by reference herein, contains the entire Agreement between the Parties for the matters referenced herein. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the Parties; and no oral understanding or agreement not incorporated herein shall be binding on either of the Parties.

4.7 Notices or other communications which may be required or provided under the terms of this Agreement shall be given as follows:

County
OC Community Resources
Housing and Community Development and Homeless Services
1300 S. Grand Ave., Bldg. B, 3rd Floor
Santa Ana, CA 92705-4407
Attention: Program Manager

City
City of Buena Park
6650 Beach Blvd.
Buena Park, CA 90621-2905
Attention: City Manager

All notices shall be in writing and deemed effective when delivered in person or deposited in the United States mail, first class, postage prepaid and addressed as above. Notwithstanding the above, the Parties may also provide notices by facsimile transmittal, and any such notice so given shall be deemed to have been given upon receipt during normal business hours or, in the event of receipt after business hours, on the following business day. Any notices, correspondence, reports and/or statements authorized or required by this Agreement, addressed in any other fashion shall be deemed not given.

4.8 In any action or proceeding to enforce or interpret any provision of this Agreement, or where any provision hereof is validly asserted as a defense, the Parties shall bear their own attorney's fees, costs and expenses.

4.9 This Agreement may be executed in two or more counterparts, each of which shall be deemed original, but all of which together shall constitute but one and the same instrument.
4.10 **Default:**

**County Default:**

County shall be deemed in default of this Agreement if: a) in the event of any monetary breach of this Agreement by County, City shall notify County in writing of such breach, County shall have ten (10) days from such notice in which to cure said breach, and County fails to cure said breach, or b) in the event of any non-monetary breach of this Agreement, County fails to cure within fifteen (15) days after receipt by County of written notice specifying wherein such obligation of County has not been performed; provided however, that if the nature of County’s obligation is such that more than fifteen (15) days after such notice are reasonably required for its performance, then County shall not be in breach of this Agreement if performance is commenced as soon as reasonably possible within such fifteen (15) day period and thereafter diligently pursued to completion (each, a “County Default”).

**City Default:**

City shall be deemed in breach of this Agreement if: a) in the event of any monetary breach of this Agreement by City, County shall notify City in writing of such breach, City shall have ten (10) days from such notice in which to cure said breach, and City fails to cure said breach, or b) in the event of any non-monetary breach of this Agreement, City fails to cure within fifteen (15) days after receipt by City of written notice specifying wherein such obligation of City has not been performed; provided however, that if the nature of City’s obligation is such that more than fifteen (15) days after such notice are reasonably required for its performance, then City shall not be in breach of this Agreement if performance is commenced as soon as reasonably possible within such fifteen (15) day period and thereafter diligently pursued to completion (each, a “City Default”).

**County Remedies:**

County’s remedies as the result of City Default shall be the right to damages, injunctive relief, and/or any other rights at law or in equity.

**City Remedies:**

City’s remedies as the result of County Default for monetary or non-monetary breach shall be the right to damages, injunctive relief, and/or any other rights at law or in equity.

In addition to the remedies set forth herein, in the event of a City Default or a County Default, the non-defaulting Party may immediately terminate this Agreement.

4.11 Each party represents and warrants that the execution, delivery and performance of this Agreement have been duly authorized by all necessary action of such Party’s governing board, and the person(s) executing this Agreement on behalf of such Party has been duly authorized and empowered to do so on behalf of such Party.
4.12 The laws of the State of California and applicable local and federal laws, regulations and guidelines shall govern this Agreement.

4.13 Either Party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including but not limited to; any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by the federal, state or local government; national fuel shortage; or a material wrongful act or omission by the other Party; when satisfactory evidence of such cause is presented to the other Party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the Party not performing.

4.14 Compliance with Laws. City represents and warrants that Services including capital improvements to be provided under this Agreement shall fully comply, at City’s expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively “laws”), including, but not limited to those issued by County in its governmental capacity, all state and federal laws, rules, and regulations that pertain to HEAP, construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, and all other laws applicable to the services at the time services are provided to and accepted by County. City acknowledges that County is relying on City to ensure such compliance, and pursuant to the requirements of paragraph “4.2” above, City agrees that it shall indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County’s Board of Supervisors acts as the governing Board (“County Indemnitees”) harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

4.15 Employee Eligibility Verification. The City warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Agreement meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The City shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The City shall retain all such documentation for all covered employees for the period prescribed by the law. The City shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the City or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Agreement.
4.16 Prevailing Wage (Labor Code Sec. 1773). Except as otherwise provided by state or federal law, pursuant to the provisions of Section 1773 et seq. of the California Labor Code, the City shall comply with the general prevailing rates of per diem wages and the general prevailing rates for holiday and overtime wages in this locality for each craft, classification, or type of worker needed to execute this Agreement. The rates are available from the Director of the Department of Industrial Relations at the following website: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm. The City shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates. The City shall comply with the provisions of Sections 1775 and 1813 of the Labor Code.

4.17 Non-Discrimination. In the performance of this Agreement, both Parties agree that they will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Both Parties acknowledge that a violation of this provision shall subject the Parties to penalties pursuant to Section 1741 of the California Labor Code.

4.18 Drug-Free Workplace Certification:

The City hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace as set forth in Exhibit 4, attached hereto and incorporated herein by reference.

4.19 County of Orange Child Support Enforcement:

City certifies it is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of the Agreement with the County of Orange. Failure to comply shall constitute a material breach of the Agreement and failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Agreement.

4.20 County reserves the right to inspect any work performed pursuant to this Agreement to ensure that all work is being and has been performed in accordance with the applicable federal, state and or local requirements and State Standard Agreement Number 18-HEAP-00026.

4.21 Waiver: No term or provision of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and hereby cause this Agreement to be executed.

*City of Buena Park*

By: [Signature]

Name: James B. Vanderpool

Title: City Manager

Dated: 4/16/19

*For Contractors that are corporations, signature requirements are as follows: 1) One signature by the Chairman of the Board, the President or any Vice President; and 2) One signature by the secretary, any Assistant secretary, the Chief Financial Officer or an Assistant Treasurer.

For Contractors that are not corporations, the person who has authority to bind the Contractor to a contract, must sign on one of the lines above.

***********************************************************************************

County of Orange

A Political Subdivision of the State of California

By: [Signature] Dated: [Signature]

Dylan Wright, Director
OC Community Resources

APPROVED AS TO FORM:

By: [Signature] Dated: 4/16/19

Deputy County Counsel
Dear Ms. Wieckert:

The Business, Consumer Services and Housing Agency (BCSH) Homeless Coordinating and Financing Council is pleased to announce that the Santa Ana, Anaheim/Orange County Continuum of Care has been awarded a Homeless Emergency Aid Program (HEAP) grant in the amount of $15,568,715.65. This letter constitutes notice of the award of HEAP funds for use in the Santa Ana, Anaheim/Orange County Continuum of Care.

The County of Orange will receive its full disbursement of funds after the Standard Agreement is fully executed, and the enclosed Request for Funds form has been signed and returned. Please note that the Request for Funds form must be signed at a date at least one day after the County of Orange has signed the Standard Agreement. In addition, grant expenditures may not be incurred prior to the execution of the Standard Agreement and receipt of HEAP funds by the County of Orange.

Please be advised that this award is subject to the terms and conditions of the Standard Agreement, which must be fully executed within 30 calendar days of the date of this award letter. Failure by the County of Orange to sign and return the Standard Agreement upon receipt from BCSH within this timeframe may result in a delay of disbursement of funds.

Congratulations on your successful application. For further information, please contact Daniel Castillo, HEAP Grant Manager, at 916-651-2788 or daniel.castillo@bcsh.ca.gov.

Sincerely,

Alexis Podesta, Secretary
Business, Consumer Services and Housing Agency
Council Chair

915 Capitol Mall, Suite 350-A | Sacramento, CA 95814 | (916) 653-4090
www.bcsh.ca.gov/hcfc
Dear Ms. Wieckert:

Congratulations on the Santa Ana, Anaheim/Orange County Continuum of Care’s Homeless Emergency Aid Program (HEAP) award. Attached is a copy of the HEAP Standard Agreement with Exhibits A through D.

A. Standard Agreement (STD 213 and Exhibits A through D)

STD 213 – Cover page

Exhibit A – Authority, Purpose and Scope of Work

Exhibit B – Budget Detail and Payment Provisions

Exhibit C – Terms and Conditions

Exhibit D – Special Terms and Conditions

B. For expeditious handling of the contract, please complete the following:

1. Review the entire Agreement thoroughly and, if necessary, discuss the requirements with your legal and financial advisors. Changes to the Agreement will not be accepted unless approved in writing by the Business, Consumer Services and Housing Agency (Agency).

2. Agency has provided four signed copies of the Standard Agreement, STD 213. The Grantee shall counter sign the four
3. The person(s) authorized in the Authorized Signatory Form must provide an original signature, printed name, title and date on the lower left-hand section entitled “Contractor” on each of the four copies of the STD 213, and provide an original initial in the space provided on the cover of each copy of Exhibits A through D.

4. The person authorized in the Authorized Signatory Form must provide a printed name, signature, and date on the attached Request for Funds (RFF) form. The date of the signature must be at least one day after the date of the signed STD 213.

5. Do not send photo copies of signatures. All must be original signatures with wet ink.

6. Return the four signed copies of the STD 213 with all initialed Exhibits and the signed RFF form within 30 calendar days inside the enclosed envelope.

7. Insert a signed copy of either the STD 204 or GovtTIN form that was submitted along with application documents.

8. Maintain a complete electronic version of the STD 213 and Exhibits A through D for your pending file. Note: The contract is not effective until it is signed by the Grantee’s designated official and the Agency.

The Agency reserves the right to cancel a pending Standard Agreement in its entirety if it is not returned within the required 30-day period. Furthermore, no changes may be made to the Standard Agreement or Exhibits A through D without prior written approval from the Agency.

Please accept our best wishes for a successful program. Please contact me at (916) 651-2788 or Daniel.Castillo@bcsh.ca.gov or our Local Government Liaison, Lahela Mattox, at (916) 651-2770 or Lahela.Mattox@bcsh.ca.gov if you have any questions regarding the Standard Agreement or the provisions therein.

Sincerely,

Daniel Castillo
Grant Manager
1. This Agreement is entered into between the State Agency and the Contractor named below:

**STATE AGENCY’S NAME**

BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY

**CONTRACTOR’S NAME**

County of Orange

2. The term of this Agreement is: Upon BCSH Approval through 10/31/2021

3. The maximum amount of this Agreement is: $15,568,715.65

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

<table>
<thead>
<tr>
<th>Exhibit</th>
<th>Description</th>
<th>Number</th>
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</thead>
<tbody>
<tr>
<td>A</td>
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</tr>
<tr>
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<td>C</td>
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<tr>
<td>D</td>
<td>Special Terms and Conditions</td>
<td>1</td>
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</table>

**TOTAL NUMBER OF PAGES ATTACHED:** 16

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

**CONTRACTOR**

County of Orange

<table>
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<tr>
<th>BY (Authorizes Signature)</th>
<th>DATE SIGNED (Do not type)</th>
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<tbody>
<tr>
<td>[Signature]</td>
<td>1/7/19</td>
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</tbody>
</table>

PRINTED NAME AND TITLE OF PERSON SIGNING

Dylan Wright, Director

ADDRESS

333 West Santa Ana Blvd Fl. 3, Santa Ana, California, 92706

**STATE OF CALIFORNIA**

**AGENCY NAME**

BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY

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<tr>
<td>[Signature]</td>
<td>12/20/18</td>
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PRINTED NAME AND TITLE OF PERSON SIGNING

Alexis Podesta, Secretary

Business, Consumer Services and Housing Agency

ADDRESS

915 Capitol Mall, Suite 350-A, Sacramento, CA 95814
1. This Agreement is entered into between the State Agency and the Contractor named below:

**STATE AGENCY’S NAME**
BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY

**CONTRACTOR’S NAME**
County of Orange

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Upon BCSH Approval through 10/31/2021

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<td>Exhibit D</td>
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**TOTAL NUMBER OF PAGES ATTACHED:** 16

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

**CONTRACTOR**

| CONTRACTOR’S NAME (if other than an individual, state whether a corporation, partnership, etc.) |
| County of Orange |
| By (Authorized Signature) | 
| DATE SIGNED (Do not type) | 1/7/19 |
| PRINTED NAME AND TITLE OF PERSON SIGNING | Dylan Wright, Director, OCCR |
| ADDRESS | 333 West Santa Ana Blvd Fl. 3, Santa Ana, California, 92706 |

**STATE OF CALIFORNIA**

| AGENCY NAME |
| BUSINESS, CONSUMERS SERVICES AND HOUSING AGENCY |
| By (Authorized Signature) | 
| DATE SIGNED (Do not type) | 12/20/18 |
| PRINTED NAME AND TITLE OF PERSON SIGNING | Alexis Podesta, Secretary |
| ADDRESS | 915 Capitol Mall, Suite 350-A, Sacramento, CA 95814 |
1. This Agreement is entered into between the State Agency and the Contractor named below:

   **STATE AGENCY'S NAME**
   BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY

   **CONTRACTOR'S NAME**
   County of Orange

2. The term of this Agreement is: **Upon BCSH Approval through 10/31/2021**

3. The maximum amount of this Agreement is: **$15,568,715.65**

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement:

   - Exhibit A - Authority, Purpose and Scope of Work
   - Exhibit B - Budget Detail and Payment Provisions
   - Exhibit C - Terms and Conditions
   - Exhibit D - Special Terms and Conditions

   **TOTAL NUMBER OF PAGES ATTACHED:** 16

**IN WITNESS WHEREOF,** this Agreement has been executed by the parties hereto.

**CONTRACTOR**

**CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)**
County of Orange

**BY (Authorized Signature)**

**DATE SIGNED (Do not type)**
1/7/19

**PRINTED NAME AND TITLE OF PERSON SIGNING**
Dylan Wright, Director

**ADDRESS**
333 West Santa Ana Blvd Fl. 3, Santa Ana, California, 92706

**STATE OF CALIFORNIA**

**AGENCY NAME**
BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY

**BY (Authorized Signature)**

**DATE SIGNED (Do not type)**
12/20/18

**PRINTED NAME AND TITLE OF PERSON SIGNING**
Alexis Podesta, Secretary

**ADDRESS**
915 Capitol Mall, Suite 350-A, Sacramento, CA 95814

[Exhibit 2]
This Agreement is entered into between the State Agency and the Contractor named below:

**STATE AGENCY**
BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY

**CONTRACTOR**
County of Orange

The term of this Agreement is: Upon BCSH Approval through 10/31/2021

The maximum amount of this Agreement is: $15,568,715.65

The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement:

- Exhibit A - Authority, Purpose and Scope of Work
- Exhibit B - Budget Detail and Payment Provisions
- Exhibit C - Terms and Conditions
- Exhibit D - Special Terms and Conditions

TOTAL NUMBER OF PAGES ATTACHED: 16

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

**CONTRACTOR**
County of Orange

BY (Authorized Signature)

DATE SIGNED (Do not type)

**STATE OF CALIFORNIA**
BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY

BY (Authorized Signature)

DATE SIGNED (Do not type)

Exempt per:
1. Authority

Pursuant to Chapter 5 (commencing with Section 50210) of Part 1 of Division 31 of the Health and Safety Code, and all other relevant provisions established under SB 850 (Chapter 48, Statutes of 2018), the State has established the Homeless Emergency Aid Program ("HEAP" or "the Program" or "the grant"). The Program is administered by the California Homeless Coordinating and Financing Council ("Council") in the Business, Consumer Services and Housing Agency ("Agency"). HEAP provides one-time flexible block grant funds to Administrative Entities as defined in the September 5, 2018 HEAP Notice of Funding Availability (NOFA) and Large Cities to address their immediate homelessness challenges. This Standard Agreement along with all its exhibits ("Agreement") is entered into by the Agency and an Administrative Entity or Large City ("Contractor") under the authority of, and in furtherance of the purpose of, the Program. In signing this Agreement and thereby accepting this award of funds, the Contractor agrees to comply with the terms and conditions of the Agreement, the Notice of Funding Availability ("NOFA") under which the Contractor applied, the representations contained in the Contractor's application, and the requirements of the authority cited above.

2. Purpose

The general purpose of the Program is to provide one-time block grant funding to address the immediate emergency needs of homeless individuals and individuals at imminent risk of homelessness in the service area of each Contractor. In accordance with the authority cited above, an application was made by the Contractor for HEAP funds to be allocated for eligible uses under the grant, which include, but are not limited to, the following: services, rental assistance or subsidies, capital improvements and homeless youth activities.

3. Definitions

Terms herein shall have the same meaning as the definitions set forth in the HEAP NOFA.

4. Scope of Work

The Scope of Work ("Work") for this Agreement shall include one-time uses that are consistent with Chapter 5 (commencing with Section 50210) of Part 1 of Division 31 of the Health and Safety Code, and all other relevant provisions established under SB 850 (Chapter 48, Statutes of 2018), for eligible uses, which include, but are not limited to, one or more of the following:
A. Services,

B. Rental Assistance or Subsidies,

C. Capital Improvements,

D. Homeless Youth Set-Aside,

E. Administrative Costs, and

F. Other

5. **Agency Contract Coordinator**

   The Agency’s Contract Coordinator for this Agreement is the Council’s HEAP Grant Manager or the Grant Manager’s designee. Unless otherwise instructed, any notice, report, or other communication requiring Contractor signature for this Agreement shall be mailed by first class mail to the Agency Contract Coordinator at the following address:

   Business, Consumer Services and Housing Agency
   Attn: Homeless Emergency Aid Program Grant Manager
   915 Capitol Mall, Suite 350-A
   Sacramento, CA 95814

6. **Contractor’s Contract Coordinator**

   The Contractor’s Contract Coordinator ("Authorized Representative") for this Agreement is listed below. Unless otherwise informed, any notice, report or other communication required by this Agreement will be mailed by first class mail to the Contractor’s Contract Coordinator at the following address:

   | Contractor’s Authorized Representative Name: | Natalie Wieckert, Staff Specialist |
   | Address: | 333 West Santa Ana Blvd (3rd flr) Santa Ana, CA 92706 |
   | Phone: | (714) 384-3754 |
   | Email: | Natalie.Wieckert2@ocgov.com |
7. Effective Date, Term of Agreement, and Deadlines

A. This Agreement is effective upon approval by the Agency (indicated by the signature provided by Agency in the lower left section of page one, Standard Agreement, STD. 213), when signed by all parties.

B. All HEAP grant funds must be at least 50 percent contractually obligated by January 1, 2020. One hundred percent of Program funds must be expended by June 30, 2021. Any funds not expended by that date shall be returned to the Agency and will revert to the General Fund (See Health and Safety Code Section 50215).

8. Special Conditions

Agency reserves the right to add any special conditions to this Agreement it deems necessary to ensure the goals of the Program are achieved.
1. Budget Detail

The Contractor agrees that HEAP funds shall be expended on one-time uses that address immediate homelessness challenges.

Consistent with the application submitted by the Contractor on December 4, 2018, the Business, Consumer Services and Housing Agency ("Agency") shall award funds in the form of a grant for the following eligible activities:

A. Capital Improvements:
   - City of Placentia $5,650,000.00
   - City of Buena Park $3,912,300.00
   - City of Laguna Beach $544,000.00

B. Services:
   - County of Orange $3,733,699.00

C. Rental Assistance or Subsidies:
   - County of Orange $441,519.00

D. Homeless Youth Set-Aside:
   - County of Orange $778,435.78

E. Administrative Costs:
   - County of Orange $508,761.87

F. Other:
   - $0.00

Total HEAP Award Amount:
   - County of Orange $15,568,715.65

2. General Conditions Prior to Disbursement

General Requirements – All Contractors must submit the following forms prior to HEAP funds being released:

A. Request for Funds Form (RFF),
B. Four original copies of the signed STD. 213 form and initialed Exhibits A through D, and
C. Any other documents, certifications, or evidence requested by Agency as part of the HEAP application.

3. Expenditure of Funds

Specific requirements and deadlines for contractually obligating and expending awarded funds are defined in the HEAP statutes. Health and Safety Code Sections 50214 and 50215 mandate the following:

A. No more than five (5) percent of HEAP funds may be used for administrative costs related to the execution of eligible activities.
B. No less than five (5) percent of HEAP funds shall be used to establish or expand services meeting the needs of homeless youth or youth at risk of homelessness.
C. No less than 50 percent of HEAP funds shall be contractually obligated by January 1, 2020.
D. One hundred percent of HEAP funds shall be expended by June 30, 2021.
E. Any funds not expended by June 30, 2021 shall be returned to Agency and will revert to the General Fund.

Homeless Coordinating and Financing Council ("Council") staff will provide ongoing technical assistance and training to support Contractors in successfully complying with these requirements and deadlines.

HEAP funds may not be obligated and expended prior to the effective date of this Agreement or prior to Contractor's receipt of HEAP funds, whichever date is later, even if it is for an eligible use under the statute. Program funds shall be expended in compliance with the requirements set forth in Chapter 5 of Part 1 of Division 31 of the Health and Safety Code and all other relevant provisions established under SB 850, the NOFA, and this Agreement.

4. Disbursement of Funds

HEAP funds will be disbursed to the Contractor upon receipt, review and approval of the completed RFF by Agency, which will then forward the RFF to the State Controller's Office ("SCO") for a check to be issued. The RFF must include the proposed activities and amount of funds proposed for expenditure under each eligible use. HEAP funds will be disbursed in a single allocation once the RFF has been received by the SCO.

5. Budget Changes

After the effective date of this Agreement, the Contractor agrees that no changes shall be made to the Contractor's HEAP budget, funded homeless service providers ("subrecipients"), or eligible activities listed in the RFF without first obtaining approval from Agency. Any changes to this Agreement must be requested by the Contractor in
writing through submission of a Change Request Form. Changes must be approved in writing by Agency.

6. Ineligible Costs

HEAP funds shall not be used for costs associated with activities in violation of any law or for any activities not consistent with the intent of the Program and the eligible uses identified in Health and Safety Code Section 50214.

Agency reserves the right to request additional information and clarification to determine the reasonableness and eligibility of all costs to be paid with funds made available by this Agreement. If the Contractor or its funded subrecipients use HEAP funds to pay for ineligible activities, the Contractor shall be required to reimburse these funds to Agency.

A. An expenditure which is not authorized by this Agreement, or which cannot be adequately documented, shall be disallowed and must be reimbursed to Agency by the Contractor.

B. Expenditures for activities not described in Exhibit A or Paragraph 1 above shall be deemed authorized if the activities are consistent with Health and Safety Code Section 50214 and such activities are included in the approved RFF or are approved in writing by Agency prior to the expenditure of funds for those activities.

C. Agency, at its sole and reasonable discretion, shall make the final determination regarding the allowability of expenditures of HEAP funds.

D. Program funds shall not be used for overhead or planning activities, including Homeless Management Information Systems or Homelessness Plans.

7. Administrative Costs

The Contractor must comply with Health and Safety Code Section 50214, which limits administrative costs related to the execution of eligible activities to no more than five percent of HEAP funds. For purposes of this Program, "administrative costs" does not include staff costs directly related to carrying out the eligible activities described in Paragraph 1 of this Exhibit.
TERMS AND CONDITIONS

Homeless Emergency Aid Program (HEAP)

1. Effective Date, Commencement of Work and Completion Dates

   A. This Agreement is effective upon approval by Agency, which is indicated by the
      signature provided by Agency in the lower left-hand corner of page one, Standard
      Agreement, STD. 213, when signed by all parties. Contractor agrees that the work
      shall not commence, nor any costs to be paid with HEAP funds be incurred or
      obligated by any party, prior to execution of this Agreement by Agency and the
      Contractor, or prior to Contractor's receipt of HEAP funds, whichever date is later.
      Contractor agrees that the work shall be completed by the expenditure date
      specified in Exhibit A, Paragraph 6.

   B. Contractor must contractually obligate no less than 50 percent of HEAP funds by
      January 1, 2020. One hundred percent of HEAP funds shall be expended by June
      30, 2021. Any funds not expended by June 30, 2021 shall be returned to Agency
      and revert to the General Fund. "Obligate" means that the Contractor has placed
      orders, awarded contracts, received services, or entered similar transactions that
      require payment from the grant amount. In the case of an award made to a general
      purpose local government that subcontracts with private nonprofit organizations
      via letters of award and Service Provider Agreements, the Subcontractors are
      required to obligate the funds by the same statutory deadlines. "Expended" means
      all HEAP funds obligated under contract or subcontract have been fully paid and
      receipted, and no invoices remain outstanding.

   C. Contractor and its Subcontractors agree that the work shall be completed by the
      expiration date specified in Exhibit A, Paragraph 6 and that the Scope of Work will
      be provided for the full term of this Agreement.

2. Sufficiency of Funds and Termination

   A. Agency may terminate this Agreement at any time for cause by giving a minimum
      of 14 days' notice of termination, in writing, to the Contractor. Cause shall consist
      of: violations of any terms or conditions of this Agreement, or any breach of
      contract as described in Paragraph 7; violation of any Federal or State Laws or
      Regulations; or withdrawal of Agency's expenditure authority. Upon termination of
      this Agreement, unless otherwise approved in writing by Agency, any unexpended
      funds received by the Contractor shall be returned to Agency within thirty days of
      the Notice of Termination.

   B. This Agreement is valid and enforceable only if sufficient funds are made available
      to Agency by legislative appropriation. In addition, this Agreement is subject to any
      additional restrictions, limitations or conditions, or statutes, regulations or any other
laws, whether federal or those of the State of California, or of any agency, department, or any political subdivision of the federal or State of California governments, which may affect the provisions, terms or funding of this Agreement in any manner.

3. Transfers

Contractor may not transfer or assign by subcontract or novation, or by any other means, the rights, duties, or performance of this Agreement or any part thereof, except with the prior written approval of Agency and a formal amendment to this Agreement to affect such subcontract or novation.

4. Contractor's Application for Funds

Contractor has submitted to Agency an application for HEAP funds to provide urgently needed emergency assistance to homeless people in communities with a declared shelter crisis or applicable waiver as authorized by Health and Safety Code Section 50212(b). Agency is entering into this Agreement on the basis of, and in substantial reliance upon, Contractor's facts, information, assertions and representations contained in that Application, and in any subsequent modifications or additions thereto approved by Agency. The Application and any approved modifications and additions thereto are hereby incorporated into this Agreement.

Contractor warrants that all information, facts, assertions and representations contained in the Application and approved modifications and additions thereto are true, correct, and complete to the best of Contractor's knowledge. In the event that any part of the Application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading in such a manner that would substantially affect Agency approval, disbursement, or monitoring of the funding and the grants or activities governed by this Agreement, then Agency may declare a breach hereof and take such action or pursue such remedies as are provided for breach hereof.

5. Reporting/Audits

A. The Contractor shall submit an annual report to Agency on forms provided by Agency, by January 1, 2020 and January 1, 2021. If the Contractor fails to provide such documentation, Agency may disencumber any portion of the amount authorized by this Agreement with a 14-day written notification. The Contractor shall also submit a final report by September 30, 2021.

B. The annual report shall contain a detailed report containing the following:

1. Amounts awarded to subrecipients with activity(ies) identified.
2. Contract expenditures.
3. Unduplicated number of homeless persons or persons at imminent risk of homelessness served.
4. Number of instances of service (defined in September 5, 2018 HEAP NOFA).
5. Increases in capacity for new and existing programs.
6. The number of unsheltered homeless persons becoming sheltered.
7. The number of homeless persons entering permanent housing.

Breakdowns will be expected for each activity (i.e. services, capital improvements, rental assistance, etc.) and program type (i.e. emergency shelter, rapid re-housing, outreach, etc.) for the supplemental reporting requirements listed above, when applicable. The same information will also be requested specifically for the following subpopulations, based on priorities defined by the U.S. Department of Housing and Urban Development (HUD):

1. Chronically homeless
2. Homeless veterans
3. Unaccompanied homeless youth
4. Homeless persons in families with children

Counts by subpopulation will not be required in cases where that information is unavailable, but it is expected in cases where client information is entered in a Homeless Management Information System (HMIS). Additional breakdowns for other subgroups (e.g. race, ethnicity, disability status, etc.) are optional, if the Contractor chooses to include them.

The Contractor will also be asked to comment on the following:

1. Progress made toward local homelessness goals.
2. The alignment between HEAP funding priorities and “Housing First” principles adopted by the Homeless Coordinating and Financing Council.
3. Any other effects from HEAP funding that the CoC or large city would like to share (optional).

C. Agency reserves the right to perform or cause to be performed a financial audit. At Agency request, the Contractor shall provide, at its own expense, a financial audit prepared by a certified public accountant. HEAP administrative funds may be used to fund this expense.

1. If a financial audit is required by Agency, the audit shall be performed by an independent certified public accountant.
2. The Contractor shall notify Agency of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by Agency to the independent auditor's working papers.
3. The Contractor is responsible for the completion of audits and all costs of preparing audits.
4. If there are audit findings, the Contractor must submit a detailed response acceptable to Agency for each audit finding within 90 days from the date of the
audit finding report.

6. **Retention and Inspection of Records**

A. The Contractor agrees that Agency or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of this Agreement. The Contractor agrees to provide Agency or its designee, with any relevant information requested. The Contractor agrees to permit Agency or its designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other materials that may be relevant to a matter under investigation for the purpose of determining compliance with the Chapter 5 of Part 1 of Division 31 of the Health and Safety Code and all other applicable requirements established under SB 850, HEAP program guidance document published on the website, and this Agreement.

B. The Contractor further agrees to retain all records described in Paragraph A for a minimum period of five (5) years after the termination of this Agreement.
   1. If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been commenced before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.

7. **Breach and Remedies**

A. The following shall each constitute a breach of this Agreement:
   1. Contractor's failure to comply with the terms or conditions of this Agreement.
   2. Use of, or permitting the use of, HEAP funds provided under this Agreement for any ineligible activities.
   3. Any failure to comply with the deadlines set forth in this Agreement.

B. In addition to any other remedies that may be available to Agency in law or equity for breach of this Agreement, Agency may:
   1. Bar the Contractor from applying for future HEAP funds;
   2. Revoke any other existing HEAP award(s) to the Contractor;
   3. Require the return of any unexpended HEAP funds disbursed under this Agreement;
   4. Require repayment of HEAP funds disbursed and expended under this Agreement;
   5. Require the immediate return to Agency of all funds derived from the use of HEAP funds including, but not limited to recaptured funds and returned funds;
6. Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or the appointment of a receiver to complete the technical assistance in accordance with HEAP requirements; and
7. Seek such other remedies as may be available under this Agreement or any law.
8. All remedies available to Agency are cumulative and not exclusive.
9. Agency may give written notice to the Contractor to cure the breach or violation within a period of not less than 15 days.

8. Waivers

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of Agency to enforce at any time the provisions of this Agreement, or to require at any time, performance by the Contractor of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of Agency to enforce these provisions.

9. Nondiscrimination

During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, and denial of medical and family care leave or pregnancy disability leave. Contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor or subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

10. Conflict of Interest

All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not
limited to, Government Code section 1090 and Public Contract Code, sections 10410 and 10411, for State conflict of interest requirements.

A. Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.

B. Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.

C. Employees of the Contractor: Employees of the Contractor shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act, Government Code section 87100 et seq.

11. Drug-Free Workplace Certification

Certification of Compliance: By signing this Agreement, Contractor, and its subcontractors, hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

A. Publish a statement notifying employees and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355(a)(1).

B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355(a)(2) to inform employees, contractors, or subcontractors about all of the following:

1. The dangers of drug abuse in the workplace;
2. Contractor’s policy of maintaining a drug-free workplace;
3. Any available counseling, rehabilitation, and employee assistance programs;
and,
4. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.

C. Provide, as required by Government Code section 8355(a)(3), that every employee and/or subcontractor who works under this Agreement:

1. Will receive a copy of Contractor’s drug-free policy statement, and
2. Will agree to abide by terms of Contractor’s condition of employment or subcontract.

12. Child Support Compliance Act

For any Contract Agreement in excess of $100,000, the Contractor acknowledges in accordance with Public Contract Code 7110, that:

A. The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

B. The Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

13. Special Conditions – Contractors/Subcontractor

The Contractor agrees to comply with all conditions of this Agreement including the Special Conditions set forth in Exhibit D. These conditions shall be met to the satisfaction of Agency prior to disbursement of funds. The Contractor shall ensure that all Subcontractors are made aware of and agree to comply with all the conditions of this Agreement and the applicable State requirements governing the use of HEAP funds. Failure to comply with these conditions may result in termination of this Agreement.

A. The Agreement between the Contractor and any Subcontractor shall require the Contractor and its Subcontractors, if any, to:

1. Perform the work in accordance with Federal, State and Local housing and building codes, as applicable.
2. Maintain at least the minimum State-required worker’s compensation for those employees who will perform the work or any part of it.
3. Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount that is reasonable to compensate any person, firm or corporation who may be injured or damaged by the Contractor or any Subcontractor in performing the Work or any part of it.

4. Agree to include all the terms of this Agreement in each subcontract.

14. **Compliance with State and Federal Laws, Rules, Guidelines and Regulations**

The Contractor agrees to comply with all State and Federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, and all other matters applicable and/or related to the HEAP program, the Contractor, its Subcontractors, and all eligible activities.

Contractor shall also be responsible for obtaining any and all permits, licenses, and approvals required for performing any activities under this Agreement, including those necessary to perform design, construction, or operation and maintenance of the activities. Contractor shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental protection, procurement, and safety laws, rules, regulations, and ordinances. Contractor shall provide copies of permits and approvals to Agency upon request.

15. **Inspections**

A. Contractor shall inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable Federal, State and/or local requirements, and this Agreement.

B. Agency reserves the right to inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable Federal, State and/or local requirements, and this Agreement.

C. Contractor agrees to require that all work that is determined based on such inspections not to conform to the applicable requirements be corrected and to withhold payments to the subrecipient or Subcontractor until it is corrected.

16. **Litigation**

A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of Agency, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are and shall be deemed severable.
B. The Contractor shall notify Agency immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or Agency, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of Agency.
SPECIAL TERMS AND CONDITIONS
Homeless Emergency Aid Program (HEAP)

1. All proceeds from any interest-bearing account established by the Contractor for the deposit of HEAP funds, along with any interest-bearing accounts opened by Subrecipients to the Contractor for the deposit of HEAP funds, must be used for HEAP-eligible activities. Consistent with Health and Safety Code Section 50214 (b), no more than five (5) percent of these proceeds may be used for general administrative purposes. At least five (5) percent of these proceeds must be allocated to establishing or expanding services for homeless youth, as defined in HEAP Program documents.

2. Any housing-related activities funded with HEAP funds, including but not limited to, emergency shelter, rapid-rehousing, rental assistance, transitional housing and permanent supportive housing must be in compliance or otherwise aligned with the Core Components of Housing First, pursuant to Welfare and Institution Code Section 8255(b).

3. The Contractor agrees to provide the Business, Consumer Services and Housing Agency access to Homeless Management Information System ("HMIS") data collected and entered into the Contractor’s HMIS, upon request, and to participate in any statewide data initiative as directed by BCSH including but not limited to, a statewide data integration environment.

4. Pursuant to the information provided in the Contractor’s application, the following jurisdictions have declared and have in effect a shelter crisis in accordance with Government Code Section 8698.2 at the time of this award, and are eligible to receive HEAP funds through the Contractor:

<table>
<thead>
<tr>
<th>City of Anaheim</th>
<th>City of Buena Park</th>
<th>County of Orange</th>
<th>City of Tustin</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Laguna Beach</td>
<td>City of Placentia</td>
<td>City of Santa Ana</td>
<td></td>
</tr>
</tbody>
</table>

The following jurisdictions have not declared a shelter crisis at the time of this award and are not eligible to directly receive HEAP funds through the Contractor:

<table>
<thead>
<tr>
<th>City of Aliso Viejo</th>
<th>City of Garden Grove</th>
<th>City of Laguna Woods</th>
<th>City of San Clemente</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Brea</td>
<td>City of Huntington Beach</td>
<td>City of Lake Forest</td>
<td>City of San Juan Capistrano</td>
</tr>
<tr>
<td>City of Costa Mesa</td>
<td>City of Irvine</td>
<td>City of Los Alamitos</td>
<td>City of Seal Beach</td>
</tr>
<tr>
<td>City of Cypress</td>
<td>City of La Habra</td>
<td>City of Mission Viejo</td>
<td>City of Stanton</td>
</tr>
<tr>
<td>City of Dana Point</td>
<td>City of La Palma</td>
<td>City of Newport Beach</td>
<td>City of Villa Park</td>
</tr>
<tr>
<td>City of Fountain Valley</td>
<td>City of Laguna Hills</td>
<td>City of Orange</td>
<td>City of Rancho Santa Margarita</td>
</tr>
<tr>
<td>City of Fullerton</td>
<td>City of Laguna Niguel</td>
<td>City of Westminster</td>
<td>City of Yorba Linda</td>
</tr>
</tbody>
</table>
## HOMELESS EMERGENCY AID PROGRAM
### REQUEST FOR FUNDS FORM

<table>
<thead>
<tr>
<th>Contract Number</th>
<th>Invoice Number</th>
<th>Expired Date:</th>
<th>Contact Person</th>
<th>Contact Person Title</th>
<th>E-mail</th>
<th>Phone No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>18-HEAP-00026</td>
<td>18-HEAP-00026</td>
<td>10/31/2021</td>
<td>Natalie Wieckert</td>
<td>Staff Specialist</td>
<td><a href="mailto:natalie.wieckert3@ocgov.com">natalie.wieckert3@ocgov.com</a></td>
<td>(714) 834-3754</td>
</tr>
</tbody>
</table>

### HOMELESS EMERGENCY AID EXPENDITURES BREAKDOWN

#### BUDGET BREAKDOWN

<table>
<thead>
<tr>
<th>Proposed Activities</th>
<th>Approved Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Services</td>
<td>$3,733,699.00</td>
</tr>
<tr>
<td>Rental Assistance or Subsidies</td>
<td>$441,519.00</td>
</tr>
<tr>
<td>Capital Improvements</td>
<td>$10,106,300.00</td>
</tr>
<tr>
<td>Homeless Youth Set-Aside</td>
<td>$778,435.78</td>
</tr>
<tr>
<td>Administrative Costs</td>
<td>$508,761.87</td>
</tr>
<tr>
<td>Other:</td>
<td>$0.00</td>
</tr>
<tr>
<td>Other:</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>TOTAL:</strong></td>
<td><strong>$15,568,715.65</strong></td>
</tr>
</tbody>
</table>

### CERTIFICATION

*By signing this form, I certify to the best of my knowledge and belief that the form is true, complete, and accurate, and the activities and budget are for the purposes and objectives set forth in the terms and conditions of the HELP Standard Agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.*

**Dylan Wright**

Name of Authorized Person

Signature of Authorized Person

Date: 1/8/19

Date: 1/8/19
State of California
Financial Information System for California (Fi$Cal)
GOVERNMENT AGENCY TAXPAYER ID FORM
2000 Evergreen Street, Suite 215
Sacramento, CA 95815
www.fiscal.ca.gov
1-855-347-2250

Exhibit 2

The principal purpose of the information provided is to establish the unique identification of the government entity.

**Instructions:** You may submit one form for the principal government agency and all subsidiaries sharing the same TIN. Subsidiaries with a different TIN must submit a separate form. Fields bordered in red are required. Hover over fields to view help information. Please print the form to sign prior to submittal. You may email the form to: vendors@fiscal.ca.gov, or fax it to (916) 578-5200, or mail it to the address above.

<table>
<thead>
<tr>
<th>Principal Government Agency Name</th>
<th>COUNTY OF ORANGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Remit-To Address (Street or PO Box)</td>
<td>PO BOX 567</td>
</tr>
<tr>
<td>City</td>
<td>SANTA ANA</td>
</tr>
<tr>
<td>State</td>
<td>CA</td>
</tr>
<tr>
<td>Zip Code+4</td>
<td>92702</td>
</tr>
<tr>
<td>Government Type:</td>
<td>County</td>
</tr>
<tr>
<td>Federal Employer Identification Number</td>
<td>95600928</td>
</tr>
</tbody>
</table>

List other subsidiary Departments, Divisions or Units under your principal agency's jurisdiction who share the same FEIN and receives payment from the State of California.

<table>
<thead>
<tr>
<th>Dept/Division/Unit Name</th>
<th>Community Resources</th>
</tr>
</thead>
<tbody>
<tr>
<td>Complete Address</td>
<td>300 South Grand Ave. Building B Santa Ana, CA 92705-4407</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Dept/Division/Unit Name</th>
<th>Community Resources</th>
</tr>
</thead>
<tbody>
<tr>
<td>Complete Address</td>
<td>1770 Broadway Santa Ana, CA 92706-2606</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Dept/Division/Unit Name</th>
<th>Community Resources</th>
</tr>
</thead>
<tbody>
<tr>
<td>Complete Address</td>
<td></td>
</tr>
</tbody>
</table>

Contact Person | Chris Nelson |
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Title</td>
<td>Admin Manager</td>
</tr>
<tr>
<td>Phone number</td>
<td>714-834-2479</td>
</tr>
<tr>
<td>E-mail address</td>
<td><a href="mailto:Chris.Nelson@oc.gov">Chris.Nelson@oc.gov</a></td>
</tr>
<tr>
<td>Signature</td>
<td></td>
</tr>
<tr>
<td>Date</td>
<td>11/21/20</td>
</tr>
</tbody>
</table>

Page 36 of 58
January 29, 2019

Susan Price  
Director of Care Coordination, County of Orange  
Santa Ana, Anaheim/Orange County Continuum of Care  
333 West Santa Ana Blvd.  
Santa Ana, CA 92701

RE: Contract #18- HEAP-00026: Standard Agreement Amendment-Exhibit E

Dear Ms. Price:

The Business, Consumer Services and Housing Agency (BCSH) Homeless Coordinating and Financing Council received a request from the City of Buena Park for an exemption from the no-reimbursement provisions of the Santa Ana, Anaheim/Orange County Continuum of Care (CoC) HEAP contract. Based on a review of documentation provided by the County of Orange and the City of Buena Park, BCSH is granting this request and authorizing a one-time exemption for the City of Buena Park for their acquisition of property that will be used as a regional shelter.

Please review the enclosed STD 213 Standard Agreement Amendment and Standard Agreement Exhibit E. The person(s) authorized in the Authorized Signatory Form must provide an original signature, printed name, title and date on the lower left-hand section entitled "Contractor" on each of the two copies of the STD 213, and provide an original initial in the space provided on Exhibit E. The amended contract is not effective until it is signed by the Grantee's designated official and BCSH.

Please contact Lahela Mattox, our Local Government Liaison, at (916) 651-2770 or Lahela.Mattox@bcsh.ca.gov if you have any questions regarding the Standard Agreement or the provisions therein.

Sincerely,

Alexis Podesta, Secretary  
Business, Consumer Services and Housing Agency  
Council Chair
STATE AGENCY'S NAME
Business, Consumer Services and Housing Agency

CONTRACTOR
County of Orange

1. This Agreement is entered into between the State Agency and Contractor named below:
   STATE AGENCY'S NAME
   Business, Consumer Services and Housing Agency
   CONTRACTOR'S NAME
   County of Orange

2. The term of this Agreement is
   Upon BCSH Approval through 10/31/2021

3. The maximum amount of this Agreement after this amendment is: $15,568,715.65

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

   Exhibit E - Amended Terms

   All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)
County of Orange
BY (Authorized Signature)

ADDRESS
333 West Santa Ana Blvd Fl. 3
Santa Ana, CA 92706

STATE OF CALIFORNIA

AGENCY NAME
BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY

BY (Authorized Signature)

ADDRESS
915 Capitol Mall, Suite 350-A, Sacramento, CA 95814

CALIFORNIA
Department of General Services
Use Only

DATE SIGNED (Do not type)

Exempt per:
STATE OF CALIFORNIA
STANDARD AGREEMENT AMENDMENT

1. This Agreement is entered into between the State Agency and Contractor named below:

STATE AGENCY'S NAME
Business, Consumer Services and Housing Agency

CONTRACTOR'S NAME
County of Orange

2. The term of this Agreement is Upon BCSH Approval through 10/31/2021

3. The maximum amount of this Agreement after this amendment is: $15,568,715.65

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Exhibit E – Amended Terms

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)
County of Orange

BY (Authorized Signature)

DATE SIGNED (Do not type)

ADDRESS
333 West Santa Ana Blvd Fl. 3
Santa Ana, CA 92706

STATE OF CALIFORNIA

AGENCY NAME
BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY

BY (Authorized Signature)

DATE SIGNED (Do not type)

ADDRESS
915 Capitol Mall, Suite 350-A, Sacramento, CA 95814

CALIFORNIA
Department of General Services
Use Only

Exempt per: 

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Amended Terms

Homeless Emergency Aid Program (HEAP)

1. BCSH is authorizing a one-time exemption from the no-reimbursement provisions of the HEAP contract with the County of Orange CoC to allow the City of Buena Park to be reimbursed in the amount of $3,602,770.00 for their acquisition of property that will be used as a regional shelter. In no way does this amendment relieve the Contractor of its requirements under the remainder of the agreement, which include complying with the no-reimbursement provisions of the HEAP contract for all remaining HEAP funds, using a minimum of five percent of HEAP funds for the purposes of addressing youth homelessness, and using a maximum of five percent of HEAP funds for the administration of this grant.

2. Notwithstanding Exhibit B of this agreement, and based on the revisions requested by the Contractor and authorized in Section 1 of this Exhibit, the following figures represent the new allocation of HEAP resources approved under the current HEAP agreement. The Contractor agrees to expend funds consistent with the allocation provided below:

A. Capital Improvements: City of Placentia $ 5,650,000.00
   Capital Improvements: City of Buena Park $6,412,300.00
   Capital Improvements: City of Laguna Beach $ 544,000.00
B. Services: County of Orange $ 1,005,127.00
   Services: City of Laguna Beach $ 347,619.00
C. Rental Assistance or Subsidies: County of Orange $ 441,519.00
D. Homeless Youth Set-Aside: County of Orange $ 778,435.78
E. Administrative Costs: County of Orange $ 389,714.87
F. Other: $ 00.00

Total HEAP Award Amount: $15,568,715.65
Certification for a Drug-Free Workplace

City of Buena Park

Homeless Emergency Aid Program – Agreement #18-23-0056-HEAP
Program/Activity Receiving Federal Grant Funding

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an ongoing drug-free awareness program to inform employees ---
   (1) The dangers of drug abuse in the workplace;
   (2) The Applicant's policy of maintaining a drug-free workplace;
   (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
   (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---
   (1) Abide by the terms of the statement; and
   (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---
   (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

2. Sites for Work Performance. The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

Check here if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Title

Signature

Date

X
EXHIBIT 5
Declaration of Restrictive Covenant

RECORDED AT REQUEST OF,
AND RETURN TO:

Housing and Community Development
and Homeless Services
1300 S. Grand Ave., Bldg. B, 3rd Floor
Santa Ana, CA 92705-4407
Attention: Program Manager

(Space above this line for Recorder's use only.)

DECLARATION OF
RESTRICTIVE COVENANT

Homeless Shelter
City of Buena Park

This Declaration of Restrictive Covenants ("Covenant") is made as of this ______ day of ______, 2019, by the City of Buena Park, a California municipal corporation ("Owner") and the County of Orange, a political subdivision of the state of California, ("County"), with reference to the following facts:

RECITALS

A. Owner is the owner of the certain real property located at 6490 Caballero Boulevard in the City of Buena Park ("Property"), within the geographic area of the Orange County, California. The legal description of the Property is attached hereto as Exhibit A and is incorporated by reference herein.

B. On or about October 4, 2018, Owner responded to a solicitation from the Orange County Continuum of Care ("County CoC") and submitted an application to receive an award of funds from the California State Homeless Emergency Aid Program ("HEAP").

C. Total amount of funds apportioned and approved by the County CoC to be used by the Owner for HEAP eligible activities is Six Million Four Hundred Twelve Thousand Three Hundred dollars ($6,412,300) ("Funds").

D. The Owner is permitted to use the Funds to perform necessary and eligible capital improvements on the Property.
E. On or about January 7, 2019, County by and through Orange County Community Resources executed the State Standard Agreement 18-HAP-00026 ("State Agreement") accepting the award of HEAP funds provided under the HEAP program.

F. On or about January 29, 2019, Owner’s request for Funds was approved by the state of California, Business, Consumer Services and Housing Agency.

G. Owner and County subsequently entered into the Funding Agreement dated __, __ 2019, ("Funding Agreement") that established terms and conditions of the Owner’s receipt of the Funds and sets forth the Owner’s obligations and responsibilities in return for receipt of the Funds, which is incorporated herein by reference.

H. The Owner has agreed that in return for the receipt of the Funds: it will perform the HEAP eligible capital improvements, and; it will maintain and operate the Property for 10 years as an emergency homeless shelter with a minimum of 150 beds to serve the homeless population of the North Service Planning Area in Orange County, which includes all unincorporated County areas within the boundaries of the North Service Planning Area. The North Service Planning Area and all unincorporated areas within the boundaries of the North Service Planning Area, is described in Exhibit I attached to the Funding Agreement and is incorporated herein by reference.

I. As part of the approval for the Owner to receive Funds to perform the HEAP eligible capital improvements on the Property, the Owner agrees among other things to the following: the Owner agrees to maintain and operate the Property as a regional year-round emergency homeless shelter for the period of ten (10) years from the execution of the Funding Agreement and operate the Property as an emergency homeless shelter 24/7 during this period; while operating the Property as an emergency homeless shelter, Owner agrees to provide the eligible participants with basic needs, appropriate referrals to establish housing stability and viable living environment as required under the HEAP program; to provide referrals and connections to mental health needs and medical needs; to provide connection to appropriate County resources and department agencies; to provide County monthly updates regarding the status of HEAP eligible capital improvements, and; to collaborate with County CoC and County CoC Coordinated or Centralized Assessment System.

J. Owner now desires to record this Covenant over the Property, which will subject the Property to certain restrictions on use consistent with the Funding Agreement, and as more particularly set forth below.

NOW, THEREFORE, the County and Owner hereby declare that the following express covenants are to be taken and construed as running with the Property and, except as set forth below, shall pass to and be binding upon Owner and its successors, assigns, heirs, grantees or lessees to the Property or any part thereof from the date of recordation of this Covenant and shall continue for ten (10) years from the execution of the Funding Agreement. Each and every contract, deed, lease or other instrument covering or conveying the Property or any portion thereof shall be held conclusively to have been executed, delivered and accepted subject to covenants and restrictions regardless of whether such covenants and restrictions are set forth in such contract, deed, lease or other instruments.
1. **Purpose and Effect of Covenant.**
   
   (a) The purpose of this Covenant is to restrict the use of the Property as set forth in Paragraph 2 below.

   (b) Upon recordation of this Covenant, use of the Property shall be restricted as set forth in Paragraph 2 below.

2. **Restrictions Affecting the Property.**

   The Owner hereby agrees to the below restrictions for ten (10) years from the execution of the Funding Agreement.

   (a) The Property shall be used solely and exclusively as an emergency homeless shelter;

   (b) The Property shall operate as an emergency homeless shelter year-round to serve the North Service Planning Area, which includes all unincorporated County areas within the boundaries of the North Service Planning Area and operate 24/7 to serve eligible participants (eligible participants as defined in the Funding Agreement).

3. **Restrictions Run with the Property.** Owner intends that the provisions set forth in Paragraph 2 above are covenants which shall run with the land and be binding upon Owner, its heirs, successors and assigns, including lessees or other users of the Property (collectively, "Users"). Should it be determined that the restrictions contained in Paragraph 2 are not covenants which run with the land, Owner intends that these provisions are equitable servitudes which run with the land and are binding upon all Users. Owner also intends that the provisions set forth in Paragraph 2 may be enforced by Owner against Users even if Owner does not own property which is benefited by these provisions. Should any portion of Paragraph 2 be held to be unenforceable, all of the other portions shall remain binding and enforceable. Should any portion of Paragraph 2 be held to not run with the land, all of the other portions shall continue to run with the land.

4. **Irrevocability of Covenant.** This Covenant may not be revoked, or materially modified or amended, by Owner during the term hereof without the prior written consent of County.

5. **Maintenance; Compliance with Law.** Owner agrees to maintain all interior and exterior improvements, including landscaping, of the Property in good condition, repair and sanitary condition (and, as to landscaping, in a healthy condition) and in accordance with any management and operations plan in full compliance with the HEAP program and requirements (including without limitation any landscaping and signage), as the same may be amended from time to time, and all other applicable laws, rules, ordinances, orders, and regulations of all federal, state, county, municipal, and other governmental agencies and bodies having or claiming jurisdiction and all their respective departments, bureaus, and officials. Owner acknowledges the great emphasis the County places on quality and to provide quality services to eligible participants to ensure compliance with the HEAP program and requirements. In addition, Owner shall keep the Property free from all graffiti and any accumulation of debris or
waste material. Owner shall promptly make all repairs and replacements necessary to keep the Property in good condition and repair and shall promptly eliminate all graffiti and replace dead and diseased plants and landscaping with comparable approved materials.

6. **Owner’s Rights.** Except for the express restrictions on use of the Property as set forth herein, Owner shall have all other rights of ownership appurtenant to the Property and the right to exercise same.

7. **Term of the Covenant.** This Covenant shall automatically terminate on the date which is Ten (10) years from the date of the execution of the Funding Agreement, if not earlier terminated by mutual consent of Owner and County (“Term of the Covenant”).

8. **Defaults:** among others, each of the following shall constitute an “Event of Default” by Owner under this Covenant:

   (a) Failure to operate and maintain the Property as a year-round emergency homeless shelter pursuant to requirements of the Covenant, Funding Agreement, HEAP program and other applicable state and federal laws and regulations;

   (b) Owner’s unauthorized sale or transfer of the Property in violation of this Covenant, or Funding Agreement;

   (c) Failure to operate and maintain the Property as a year-round emergency homeless shelter for the Term of the Covenant.

   (d) Any fraudulent act or omission by the Owner pertaining to or made in connection with the use of the Funds, Funding Agreement or operation and maintenance of the Property as a year-round emergency homeless shelter.

9. **Remedies:** The occurrence of any Event of Default, or any other violation of Owner under this Covenant or the Funding Agreement shall give the County the right to proceed with any and all remedies available to the County including but not limited to those set forth in the Funding Agreement. No right, power, or remedy given to the County by the terms of this Covenant or Funding Agreement is intended to be exclusive of any other right, power, or remedy; and each and every such right, power, or remedy shall be cumulative and in addition to every other right, power, or remedy given to the County by the terms of any such instrument, or by any statute or otherwise against Owner and any other person. Neither the failure nor any delay on the part of the County to exercise any such rights and remedies shall operate as a waiver thereof, nor shall any single or partial exercise by the County of any such right or remedy preclude any other or further exercise of such right or remedy, or any other right or remedy.

10. **Notice:** Notices or other communications which may be required or provided under the terms of this Covenant shall be given as follows:
IN WITNESS WHEREOF, the Owner and County have executed this Covenant the day and year first above written.

"Owner"

City of Buena Park
a California municipality Corporation

By:

By: __________________________
Name: __________________________
Its: __________________________

By: __________________________
Name: __________________________
Its: __________________________
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of ____________________

On _________________, before me, ________________________________________

Notary Public, personally appeared _____________________________________
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature ____________________________ (Seal)
APPROVED AS TO FORM
COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

By: ____________________________
   Deputy

Dated: __________________________

COUNTY OF ORANGE
A political subdivision of the State of California

By______________________________
   Dylan Wright, Director,
   OC Community Resources
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )
County of ___________________________ )

On ___________________________, before me, ________________________, (insert name and title of the officer)

Notary Public, personally appeared ____________________________, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature__________________________________________ (Seal)
Exhibit A

Legal Description of the Property
THIS GRANT DEED, made this 26th day of DECEMBER, 1964,
from SOUTHERN PACIFIC COMPANY, a corporation, Grantor, to CITY OF
BUENA PARK, a municipal corporation of the State of California,

Grantee:

WITNESSETH:

Grantor hereby grants to Grantee the following described real

PARCEL 1:

A piece or parcel of land situate, lying and being
in Section 34, Township 3 South, Range 11 West, San
Bernardino Base and Meridian, in the Rancho Los Coyotes,
partly within the City of Buena Park, all in the County
of Orange, State of California, as said Section is
shown on the certain map recorded in Book 51, Page 8,
of Miscellaneous Maps, in the Office of the Recorder of
Orange County, more particularly described as follows:

Beginning at the point of intersection of a line
parallel with and distant westerly 195 feet, measured
at right angles, from the easterly line of the west
half of said Section 34, (as said easterly line is shown
on the map recorded September 11, 1963, in Book 66,
page 38, Records of Surveys, in the Office of said
Recorder) with a line that is parallel with and dis-
tant northerly 60.8 feet, measured at right angles,
from the northerly line of the southeast quarter, as
said northerly line is shown on last said map; thence
north 89°37'23" East along last said parallel line,
(being also the center line of a 66-foot wide undedi-
cated street, shown as Caballero Boulevard on last said
map) 195.86 feet to a point in a line parallel with and
distant westerly 880 feet, measured at right angles,
from the easterly line of that certain survey, shown on
the said map, recorded January 11, 1962, in Book 55, page 49,
Records of Surveys, in the Office of said Recorder (last
said parallel line being also the southerly prolongation of
the center line of that certain 66-foot wide undedi-
cated street, shown as Regio Avenue on said map recorded
in Book 66, page 35, Records of Surveys); thence South
45°23'11" East, 46.70 feet to a point (being the point
of intersection of the southerly prolongation of the
southerly line of said Caballero Boulevard with the
southerly prolongation of the easterly line of said
Regio Avenue); thence South 0°37'45" East (being along
the southerly prolongation of last said easterly line)
2.38 feet to a point in the northerly boundary line of
that certain strip of land, 65 feet wide, described in
the deed to the Orange County Flood Control District, re-
corded 1957, in Book 394, Page 523, of Official
Records, in the Office of said Recorder; thence south-
westerly along last said northerly boundary line on a
curve concave to the southeast having a radius of 237
feet and a central angle of 10°01'45" (a radial line to
said curve at last mentioned point bears South 34°46'19"
East) an arc distance of 29.43 feet to a point in said
northerly line of the southeast quarter of Section 34;
thence South 88°39'57" West, along last said northerly line, 3.21 feet to a point in the easterly line of the southwest quarter; thence South 0°24'47" East along last said easterly line, 864.16 feet to a point in the northerly boundary line of that certain strip of land, 90 feet wide, shown as the "Fullerton Creek Channel," on last said map, and described in the deed to the Orange County Flood Control District, recorded April 2, 1957, in Book 395, page 325, of Official Records, in the Office of said Recorder; thence northeasterly along last said northerly boundary line on a curve concave to the southwest, having a radius of 1,045 feet and a central angle of 12°09'32" (a radial line to said curve at last mentioned point bears South 39°54'32" West) an arc distance of 221.77 feet to a point in said line that is parallel with and distant westerly 195 feet, measured at right angles, from said easterly line of the west half of Section 34; thence North 0°24'47" West along last said parallel line, 820.04 feet to the point of beginning, containing an area of 3.91 acres, more or less.

PARCEL 2:

A piece or parcel of land situate, lying and being in the northeast quarter of Section 34, Township 3 South, Range 11 West, San Bernardino Base and Meridian, in the Rancho Los Coyotes, City of Buena Park, County of Orange, State of California, as said section is shown on that certain map recorded in Book 51, page 8 of Miscellaneous Maps, in the Office of the Recorder of said County, described as follows:

Beginning at the southeast corner of said northeast quarter of Section 34, as said corner is shown on that certain map recorded November 19, 1956, in Book 25, Page 4, Records of Survey, in the Office of said Recorder; thence North 0°30'05" West, along the easterly line of said northeast quarter, a distance of 335.58 feet; thence North 47°10'05" West, 1,118.86 feet to a point in a line, parallel with and distant westerly 81.5 feet, measured at right angles from said easterly line; thence South 0°30'05" East, along said parallel line, 133.33 feet; thence South 26°56'00" West, 46.39 feet to a point in a curve on a line concave northwesterly and having a radius of 173 feet, a radial line to said curve last said point bears South 89°29'55" West; thence southwesterly along the arc of said curve, through a central angle of 90°10'48", a distance of 378.28 feet, to a point in the northerly line of that certain strip of land, 65 feet wide, described in the deed to the Orange County Flood Control District, recorded June 18, 1957, in Book 394, Page 83, of Official Records in the Office of said Recorder; thence southerly at right angles from last described course, a distance of 65 feet to a point in the southerly line of said northeast quarter of Section 34, said southerly line being also the southerly line of said 65-foot wide strip of land; thence North 89°40'43" East along said southerly line 278.75 feet to the point of beginning, containing an area of 1.247 acres, more or less.

Grantee hereby declares that the land being conveyed is not necessary for use in the performance of its duties to the public as
prescribed by the Public Utilities Code of the State of California, and is not needed for its use in the conduct of its business.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed by its officers thereunto duly authorized and its corporate seal to be hereunto affixed the day and year first herein written.

SOUTHERN PACIFIC COMPANY,

[Signature]

Assistant Secretary

STATE OF CALIFORNIA,
City and County of San Francisco

On the 31st day of December, in the year One Thousand Nine Hundred and Eighty-

Three, before me, E. G. Buhler, Jr., a Notary Public in and for the City and County of San Francisco, State of California, personally appeared

W. J. Mockley

Vice President

Assistant Secretary

of the corporation, who acknowledged to me that they subscribed the within instrument, and also known to me to be the person or persons who executed it on behalf of the corporation, and that we, the undersigned, acknowledged to me that we subscribed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the City and County of San Francisco, the day and year in this instrument first above written.

Notary Public in and for the City and County of San Francisco, State of California.

My Commission Expires June 26, 1907.

RECORD AT REQUEST OF
FREE

SUEY McFARLAND, County Recorder

-5-

Attachment B
Portion of Section 34,
Township 3 South
Range 11 West

Parcel #1
Portion NE¼ Section 34, Township 3 South, Range 11 West

Parcel #2
RESOLUTION NO. 2175

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK ACCEPTING A GRANT DEED FROM SOUTHERN PACIFIC COMPANY, A CORPORATION, FOR APPROXIMATELY 5,147 ACRES MORE OR LESS, IN THE CITY OF BUENA PARK, AND MORE PARTICULARLY DESCRIBED HEREBY.

WHEREAS, there has been offered to the City of Buena Park certain property, in the City of Buena Park, described as follows:

Parcel 1: A piece or parcel of land situated, lying and being in Section 34, Township 8 South, Range 11 West, San Bernardino Base and Meridian, in the Rancho Los Coyotes, partly within the City of Buena Park, all in the County of Orange, State of California, as said Section is shown on that certain map recorded in Book 51, Page 9, of Plats and Maps, in the Office of the Recorder of Orange County, more particularly described as follows:

Beginning at the point of intersection of a line parallel with and distant westerly 195 feet, measured at right angles, from the easterly line of the west half of said Section 34, (as said easterly line is shown on the map recorded September 11, 1963, in Book 64, Page 35, Records of Surveys, in the Office of said Recorder) with a line that is parallel with and westerly at right angles, from the northerly line of the southwest quarter, as said northerly line is shown on said map; thence north 69°27'13" East along said parallel line, (being also the center line of a 40-foot wide undedicated street, shown as Caballero Boulevard on said map) 195.86 feet to a point in a line parallel with and distant westerly 65 feet, measured at right angles, from the easterly line of that certain survey, shown on the map thereof, recorded January 11, 1964, in Book 55, Page 48, Records of Surveys, in the Office of said Recorder (last said parallel line being also the southerly prolongation of the easterly line of that certain 85-foot wide undedicated street shown as Eagle Avenue on said map recorded in Book 64, Page 35, Records of Surveys); thence South 50°16'31" East, 66.70 feet to a point (being the point of intersection of the southerly prolongation of the southerly line of said Caballero Boulevard with the southerly prolongation of the southerly line of said Eagle Avenue); thence South 0° 27'45" East (being along the southerly prolongation of last said southerly line) 2.28 feet to a point in the northerly boundary line of that certain strip of land, 65 feet wide, described in the deed to the Orange County Flood Control District, recorded June 18, 1951, in Book 3945, Page 1235, of Official Records, in the Office of said Recorder; thence southeasterly along last said northerly boundary line on a curve concave to the southeast, having a radius of 227 feet and a central angle of 10°01'45" (a radial line to said curve at last mentioned point being South 34°48'11" East) an arc distance of 39.43 feet to a point in said northerly line of the southeast quarter of Section 34; thence South 89°39'37" West, along last said northerly line, 3.21 feet to a point in the easterly line of the southeast quarter; thence South 0°24'47" East along last said northerly line, 484.16 feet to a point in the northerly boundary line of that certain strip of land, 90 feet wide, shown as the "Fullerton Creek Channel," on said map, and described in the deed to the Orange County Flood Control District, recorded April 2, 1951, in Book 3856, Page 125, of Official Records, in the Office of said Recorder; thence southeasterly along last said northerly boundary line on a curve concave to the southeast, having a radius of 1045 feet and a central angle of 19°20'13" (a radial line to said curve at last mentioned point being South 0°34'32" West) an arc distance of 221.77 feet to a point in said line that is parallel with and distant westerly 195 feet, measured at right angles, from said easterly line of the west half of Section 34; thence North 0°24'47" West along last said parallel line, 820.04 feet to the point of beginning, containing an area of 3.91 acres, more or less.
PERSAL 21: A piece or parcel of land situated, lying and being in the northeast quarter of Section 34, Township 3 South, Range 11 West, East Meridian Base and Meridian, in the Rancho Los Coyotes, City of Buena Park, County of Orange, State of California, as said section is shown on that certain map recorded in Book 31, Page 8 of Miscellaneous Maps, in the Office of the Recorder of said County, described as follows:

Beginning at the southeast corner of said northeast quarter of Section 34, as said corner is shown on that certain map recorded November 19, 1954, in Book 33, Page 6, Records of Survey, in the Office of said Recorder; thence North 0°30'03" West, along the southerly line of said northeast quarter, a distance of 333.56 feet; thence North 47°29'03" West, 111.06 feet to a point in a line, parallel with and distant westerly 81.5 feet, measured at right angles from said southerly line; thence South 0°30'03" East, along said parallel line, 113.53 feet; thence South 29°56'00" West, 46.39 feet to a point in a curve, described westerly and having a radius of 272 feet, a radial line to said curve at last said point bears South 89°29'15" West; thence southerly along the arc of said curve, through a central angle of 90°10'46", a distance of 272.29 feet, to a point in the northerly line of that certain strip of land, 65 feet wide, described in the deed to the Orange County Flood Control District, recorded June 18, 1957, in Book 1945, Page 522, of Official Records in the Office of said Recorder; thence southerly on right angles from last described course, a distance of 63 feet to a point in the southerly line of said northeast quarter of Section 34, said southerly line being also the southerly line of said 65-foot wide strip of land; thence North 89°40'43" East along said southerly line 278.75 feet to the point of beginning, containing an area of 1.247 acres, more or less;

and

WHEREAS, said property is of benefit to the City of Buena Park;

NOW, THEREFORE, the CITY COUNCIL OF THE CITY OF BUENA PARK DOES HEREBY RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, RESOLVE, Res
AGREEMENT BETWEEN THE CITY OF LAGUNA BEACH
AND THE COUNTY OF ORANGE
FOR THE REHABILITATION AND ADMINISTRATION OF A HOMELESS SHELTER

THIS AGREEMENT #18-23-0059-HEAP ("Agreement") is made and entered into this 22nd day of January 2019 ("Effective Date"), by and between the City of Laguna Beach, with a DUNS #089135552, a California municipal corporation (hereinafter referred to as "City") and the County of Orange, a political subdivision of the State of California, (hereinafter referred to as "County"). The City and County may be referred to herein individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, County's Continuum of Care ("CoC") Board solicited proposals to award contracts utilizing funding from the State of California's Homeless Emergency Aid Program ("HEAP") for emergency services, rental assistance or subsidies and capital improvements; and

WHEREAS, City responded to the solicitation and was subsequently recommended for funding for HEAP eligible capital improvements/renovations to the City's emergency homeless shelter located at 20652 Laguna Canyon Rd. Laguna Beach, California 92651 ("Alternative Sleeping Location") that has 45 beds for homeless shelter to serve the CoC’s South Service Planning Area in Orange County, granting the City of Laguna Beach priority; and

WHEREAS, City owns and operates for this purpose a site located at 20652 Laguna Canyon Rd., in the City of Laguna Beach ("Site"); and

WHEREAS, on or about January 7, 2019, County by and through Orange County Community Resources executed the State Standard Agreement 18-HEAP-00026 accepting the award of HEAP funds provided under the HEAP program. The State Standard Agreement is attached hereto as Exhibit 2 and is incorporated herein by reference; and

WHEREAS, the City is awarded up to $544,000 to allocate toward HEAP eligible capital improvements/renovation costs of the Site (the "Rehabilitation Funds").

WHEREAS, City and County now desire to enter into this Agreement to establish responsibilities for the improvements/renovation and control of the Site.

NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants and promises herein contained, the Parties hereto agree as follows:

Exhibits:
This Agreement is comprised of this document and the following Exhibits, which is attached hereto and incorporated by reference into this Agreement:
Exhibit 1: South Service Planning Area
Exhibit 2: State Standard Agreement 18-HEAP-00026 and State Standard Agreement Amendment

" Page 1 of 10"
Exhibit 3: Drug-Free Workplace Certification

1. REHABILITATION OF THE SITE
   1.1 City owns and operates the Site.
   
   1.2 The City shall perform all HEAP eligible capital improvements/renovations to the Site and use the Rehabilitation Funds, in a manner consistent with the federal, state and local laws including but not limited to applicable procurement requirements and the requirements set forth in State Standard Agreement 18-HEAP-00026 attached hereto as Exhibit “2”.

   1.3 The City warrants that Rehabilitation Funds cannot be used for costs associated with activities in violation of any law or for any activities inconsistent with the intent of the HEAP and the eligible uses identified in Health and Safety Code Section 50214.

   1.4 City shall be responsible for acquiring and complying with all necessary land use approvals and permits, and licenses required for the acquisition, renovation, and/or operation of the Site including but not limited to those necessary to perform design, construction, or operation and maintenance of the Site. City shall provide County copies of all the permits, and approvals upon request of the County.

   1.5 Except as otherwise agreed upon by the Parties, the City shall control the management and operation plan for the Site. The City shall operate the Site as a year-round emergency homeless shelter until at minimum June 30, 2021, and at minimum shall provide Services identified in this Agreement for the said duration (“Term of the Agreement”).

   1.6 For the purposes of this Agreement, the Site shall serve eligible participants. Eligible participants are defined as a person/household who is considered to be homeless only when he/she/they lack(s) a fixed, regular and adequate nighttime residence and reside(s) in a place not meant for human habitation, such as cars, parks, sidewalks, abandoned buildings, motels, or other shelters, or for reference as further defined in 24 Code of Federal Regulations (CFR) Part 578.3 and 576.2.

2. COST SHARING BETWEEN THE PARTIES:

   2.1 County shall provide up to Five Hundred Forty-Four Thousand dollars ($544,000) (i.e. Rehabilitation Funds) toward HEAP eligible capital improvements/renovation costs of the Site. The eligibility of the capital improvement/renovations shall be determined pursuant to HEAP and all other applicable state, federal and local laws and regulations. County may not pay for any capital improvement/renovations that are not eligible under the HEAP or other applicable state and federal laws and regulations including the State Standard Agreement 18-HEAP-00026. City shall be
responsible for any HEAP eligible capital improvements/renovation costs of the Site in excess of the Rehabilitation Funds.

2.2 County shall make payments to City within thirty (30) days of receiving invoices from City on a monthly or quarterly basis, to be mutually agreed upon between both Parties, for the HEAP eligible capital improvements/renovation project of the Site.

2.3 City shall submit all final invoices to County no later than April 30, 2021. Any invoices received after this date will not be eligible for reimbursement by County.

2.4 City agrees to allocate adequate funding to operate and maintain the Site for its intended purpose until at minimum June 30, 2021.

2.5 In the event City ceases to operate the Site or fails to fulfill its responsibilities as defined under this Agreement for the Term of this Agreement, City shall return all or prorated amount of Rehabilitation Funds to the County based upon the number of months in which the Site failed to operate or failed to meet the requirements set forth in this Agreement.

2.6 If any portion of HEAP funds transferred from County to City are deemed ineligible for a particular use or purpose, City shall return said funds to the County within 90 days of County’s written request for reimbursement.

3. CITY RESPONSIBILITIES:

3.1 Within sixty (60) days of execution of this Agreement, City shall provide a timeline for the HEAP eligible capital improvements/renovation project of the Site with anticipated dates and milestones.

3.2 City shall provide monthly updates on the status of the capital improvements/renovation project of the Site until June 30, 2021, or sooner upon completion of the capital improvements/renovation project of the Site.

3.3 City shall, or procure a firm to, operate the Site as a year-round emergency homeless shelter 7 days a week, the overnight program from 5:00 pm through 10:00 am the following day and the pilot drop-in day program from 10:00 am to 1:00 pm. In the event the City procures a firm to operate the Site, City shall provide the County with the name of the firm, the model used for operation and the established eligibility criteria for entry into the emergency homeless shelter and shall procure the firm pursuant to requirements as set forth in applicable state and federal statutes and regulations.

3.4 During the Term of this Agreement, City shall continuously and as necessary enter client/participant data in the Homeless Management Information System (HMIS) for tracking occupancy and adhere to all implementation guidelines developed under the
County’s Continuum of Care Program per the current 2-1-1-OC HMIS standards or any amended HMIS standards as amended from time to time.

3.5 City shall collaborate with County on the County’s Coordinated Entry System and other Continuum of Care services.

3.6 City shall work in partnership with County to be a “Good Neighbor.” In being a Good Neighbor, the City shall inform the public about the positive aspects of the shelter program, be responsive to community concerns, and work closely with City/local governmental agencies to minimize the impact of the shelter program on the surrounding neighborhood.

3.7 City shall submit its policies and procedures to the County for the shelter program including, but not limited to, all aspects of the shelter program services, management plan, staff responsibilities, and staff coordination.

3.8 City shall coordinate with County agencies engaged with those experiencing homelessness including, but not limited to, Health Care Agency, Social Services Agency, and OC Community Resources, and shall also engage local agencies, social services programs, and volunteers to assist with the shelter program.

3.9 City shall submit reports on a monthly basis. Data and due dates for the monthly reports will be items mutually agreed upon with the County and data collected through HMIS.

3.10 The City shall provide the following agreed upon services including but not limited to (“Services”):

3.10.1 Provide 45 shelter beds at the Site to serve those experiencing homelessness in the South Service Planning Area in Orange County, granting the City of Laguna Beach priority, as defined in Exhibit “1,” which includes all unincorporated County areas within the boundaries of the South Service Planning Area and any unincorporated areas immediately adjacent to the boundaries of the South Service Planning Area as depicted on Exhibit “1”.

3.10.2 Maintain and operate the Site as a year-round emergency homeless shelter designed to provide access to safe shelter, basic needs, and access to support to move individuals and families out of homelessness and into permanent housing opportunities.

3.10.3 Operate the Site 7 days a week from 5:00 pm through 10:00 am the following day for the night program and 10:00 am to 1:00 pm for the pilot drop-in day program.

3.10.4 Provide an engagement rich environment to provide eligible participants, as defined in Paragraph 1.6, a pathway to service connections, health care, housing, and stability per the industry standards.

3.10.5 Provide case management services, rental assistance, and access and/or referrals to mental health and social services designed to reduce homelessness.
3.10.6 Provide any other additional services as deemed necessary by the County, State or Federal Government funding requirements.

3.11 The City agrees to perform the work, and provide Services in accordance with all laws, including but not limited to state, federal, and local regulations, housing and building codes and State Standard Agreement 18-HEAP-00026, as if those requirements are set forth herein.

4. MISCELLANEOUS:

4.1 The obligations and participation of County under this Agreement shall be limited solely to the discretionary issuance of the Rehabilitation Funds to City in accordance with the terms of this Agreement.

4.2 City agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnities") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, misuse of Funds, arising from or related to the Services, capital improvements/renovations, and operation of the Site, or other performance provided by City, its agents, affiliates, contractors and subcontractors pursuant to this Agreement. If judgment is entered against City and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnities, City and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

4.3 County agrees to indemnify, defend with counsel approved in writing by City, and hold City, its elected and appointed officials, officers, employees, agents ("City Indemnities") harmless from any and all intentional misconduct or negligent act of the County or County Indemnites arising out of delivery of the Funds to the City pursuant to this Agreement, except that this section 4.3 shall not apply to claims arising out of misuse of Funds by the City, its agents, affiliates, contractors or subcontractors.

4.4 Each Party agrees that the insurance held by the other, whether commercial or self-insurance, is sufficient for the purpose of this Agreement. The City acknowledges and agrees that in performing Services including capital improvements/renovations, and operation of the Site, it shall require all of its contractors and subcontractors to carry adequate insurance as specified in State Standard Agreement Number 18-HEAP-00026 as if those requirements are set forth herein.

4.5 Neither Party shall have the right to assign this Agreement without the express written approval of the other Party. This Agreement shall be binding upon and inure to the benefit of the Parties and their permitted successors, assigns and legal representatives.
4.6 This Agreement, its attached exhibits and documents incorporated by reference herein, contains the entire Agreement between the Parties for the matters referenced herein. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the Parties; and no oral understanding or agreement not incorporated herein shall be binding on either of the Parties.

4.7 Notices or other communications which may be required or provided under the terms of this Agreement shall be given as follows:

County
OC Community Resources
Housing and Community Development
and Homeless Services
1300 S. Grand Ave., Bldg. B, 3rd Floor
Santa Ana, CA 92705-4407
Attention: Program Manager

City
City of Laguna Beach
505 Forest Ave.
Laguna Beach, CA 92651-2332
Attention: City Manager

All notices shall be in writing and deemed effective when delivered in person or deposited in the United States mail, first class, postage prepaid and addressed as above. Notwithstanding the above, the Parties may also provide notices by facsimile transmittal, and any such notice so given shall be deemed to have been given upon receipt during normal business hours or, in the event of receipt after business hours, on the following business day. Any notices, correspondence, reports and/or statements authorized or required by this Agreement, addressed in any other fashion shall be deemed not given.

4.8 In any action or proceeding to enforce or interpret any provision of this Agreement, or where any provision hereof is validly asserted as a defense, the Parties shall bear their own attorney's fees, costs and expenses.

4.9 This Agreement may be executed in two or more counterparts, each of which shall be deemed original, but all of which together shall constitute but one and the same instrument.

4.10 Default:
County Default:

County shall be deemed in default of this Agreement if: a) in the event of any monetary breach of this Agreement by County, City shall notify County in writing of such breach, County shall have ten (10) days from such notice in which to cure said breach, and County fails to cure said breach, or b) in the event of any non-monetary breach of this Agreement, County fails to cure within fifteen (15) days after receipt by County of written notice specifying wherein such obligation of County has not been performed; provided however, that if the nature of County's obligation is such that more than fifteen (15) days after such notice are reasonably required for its performance, then County shall not be in breach of this Agreement.
if performance is commenced as soon as reasonably possible within such fifteen (15) day period and thereafter diligently pursued to completion (each, a “County Default”).

**City Default:**

City shall be deemed in breach of this Agreement if: a) in the event of any monetary breach of this Agreement by City, County shall notify City in writing of such breach, City shall have ten (10) days from such notice in which to cure said breach, and City fails to cure said breach, or b) in the event of any non-monetary breach of this Agreement, City fails to cure within fifteen (15) days after receipt by City of written notice specifying wherein such obligation of City has not been performed; provided however, that if the nature of City’s obligation is such that more than fifteen (15) days after such notice are reasonably required for its performance, then City shall not be in breach of this Agreement if performance is commenced as soon as reasonably possible within such fifteen (15) day period and thereafter diligently pursued to completion (each, a “City Default”).

**County Remedies:**

County’s remedies as the result of City Default shall be the right to damages, injunctive relief, and/or any other rights at law or in equity.

**City Remedies:**

City’s remedies as the result of County Default for monetary or non-monetary breach shall be the right to damages, injunctive relief, and/or any other rights at law or in equity.

In addition to the remedies set forth herein, in the event of a City Default or a County Default, the non-defaulting Party may immediately terminate this Agreement.

4.11 Each party represents and warrants that the execution, delivery and performance of this Agreement have been duly authorized by all necessary action of such Party’s governing board, and the person(s) executing this Agreement on behalf of such Party has been duly authorized and empowered to do so on behalf of such Party.

4.12 The laws of the State of California and applicable local and federal laws, regulations and guidelines shall govern this Agreement.

4.13 Either Party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including but not limited to; any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by the federal, state or local government; national fuel shortage; or a material wrongful act or omission by the other Party; when satisfactory evidence of such cause is presented to the other Party, and provided further that such nonperformance is
unforeseeable, beyond the control and is not due to the fault or negligence of the Party not performing.

4.14 Compliance with Laws. City represents and warrants that Services including capital improvements/renovations to be provided under this Agreement shall fully comply, at City’s expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively “laws”), including, but not limited to those issued by County in its governmental capacity, all state and federal laws, rules, and regulations that pertain to HEAP, construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, and all other laws applicable to the services at the time services are provided to and accepted by County. City acknowledges that County is relying on City to ensure such compliance, and pursuant to the requirements of paragraph “4.2” above, City agrees that it shall indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County’s Board of Supervisors acts as the governing Board (“County Indemnitees”) harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

4.15 Employee Eligibility Verification. The City warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Agreement meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The City shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The City shall retain all such documentation for all covered employees for the period prescribed by the law. The City shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the City or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Agreement.

4.16 Prevailing Wage (Labor Code Sec. 1773). Pursuant to the provisions of Section 1773 et seq. of the California Labor Code, the City shall comply with the general prevailing rates of per diem wages and the general prevailing rates for holiday and overtime wages in this locality for each craft, classification, or type of worker needed to execute this Agreement. The rates are available from the Director of the Department of Industrial Relations at the following website: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm. The City shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates. The City shall comply with the provisions of Sections 1775 and 1813 of the Labor Code.
4.17 Non-Discrimination. In the performance of this Agreement, both Parties agree that they will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Both Parties acknowledge that a violation of this provision shall subject the Parties to penalties pursuant to Section 1741 of the California Labor Code.

4.18 Drug-Free Workplace Certification:

The City hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace as set forth in Exhibit 3, attached hereto and incorporated herein by reference.

4.19 County of Orange Child Support Enforcement:

City certifies it is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of the Agreement with the County of Orange. Failure to comply shall constitute a material breach of the Agreement and failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Agreement.

4.20 County reserves the right to inspect any work performed pursuant to this Agreement to ensure that all work is being and has been performed in accordance with the applicable federal, state and or local requirements and State Standard Agreement Number 18-HEAP-00026.

4.21 Waiver: No term or provision of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and hereby cause this Agreement to be executed.

*City of Laguna Beach
By: ____________________________
Name: ____________________________
Title: ____________________________
Dated: ____________________________

*For Contractors that are corporations, signature requirements are as follows: 1) One signature by the Chairman of the Board, the President or any Vice President; and 2) One signature by the secretary, any Assistant secretary, the Chief Financial Officer or an Assistant Treasurer.

For Contractors that are not corporations, the person who has authority to bind the Contractor to a contract, must sign on one of the lines above.

************************************************************

County of Orange
A Political Subdivision of the State of California

By: ____________________________
Dylan Wright, Director
OC Community Resources

Dated: ____________________________

**APPROVED AS TO FORM:**

By: ____________________________
Deputy County Counsel

Dated: 4/18/19
6. Retention and Inspection of Records

A. The Contractor agrees that Agency or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of this Agreement. The Contractor agrees to provide Agency or its designee, with any relevant information requested. The Contractor agrees to permit Agency or its designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other materials that may be relevant to a matter under investigation for the purpose of determining compliance with the Chapter 5 of Part 1 of Division 31 of the Health and Safety Code and all other applicable requirements established under SB 850, HEAP program guidance document published on the website, and this Agreement.

B. The Contractor further agrees to retain all records described in Paragraph A for a minimum period of five (5) years after the termination of this Agreement.

1. If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been commenced before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.

7. Breach and Remedies

A. The following shall each constitute a breach of this Agreement:

1. Contractor’s failure to comply with the terms or conditions of this Agreement.
2. Use of, or permitting the use of, HEAP funds provided under this Agreement for any ineligible activities.
3. Any failure to comply with the deadlines set forth in this Agreement.

B. In addition to any other remedies that may be available to Agency in law or equity for breach of this Agreement, Agency may:

1. Bar the Contractor from applying for future HEAP funds;
2. Revoke any other existing HEAP award(s) to the Contractor;
3. Require the return of any unexpended HEAP funds disbursed under this Agreement;
4. Require repayment of HEAP funds disbursed and expended under this Agreement;
5. Require the immediate return to Agency of all funds derived from the use of HEAP funds including, but not limited to recaptured funds and returned funds;
6. Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or the appointment of a receiver to complete the technical assistance in accordance with HEAP requirements; and
7. Seek such other remedies as may be available under this Agreement or any law.
8. All remedies available to Agency are cumulative and not exclusive.
9. Agency may give written notice to the Contractor to cure the breach or violation within a period of not less than 15 days.

8. Waivers

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of Agency to enforce at any time the provisions of this Agreement, or to require at any time, performance by the Contractor of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of Agency to enforce these provisions.

9. Nondiscrimination

During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, and denial of medical and family care leave or pregnancy disability leave. Contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor or subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code section12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

10. Conflict of Interest

All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not
limited to, Government Code section 1090 and Public Contract Code, sections 10410 and 10411, for State conflict of interest requirements.

A. Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.

B. Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.

C. Employees of the Contractor: Employees of the Contractor shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act, Government Code section 87100 et seq.

11. Drug-Free Workplace Certification

Certification of Compliance: By signing this Agreement, Contractor, and its subcontractors, hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

A. Publish a statement notifying employees and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355(a)(1).

B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355(a)(2) to inform employees, contractors, or subcontractors about all of the following:

1. The dangers of drug abuse in the workplace;
Standard Agreement

EXHIBIT C

2. Contractor's policy of maintaining a drug-free workplace;
3. Any available counseling, rehabilitation, and employee assistance programs;
and,
4. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.

C. Provide, as required by Government Code section 8355(a)(3), that every employee and/or subcontractor who works under this Agreement:

1. Will receive a copy of Contractor's drug-free policy statement, and
2. Will agree to abide by terms of Contractor's condition of employment or subcontract.

12. Child Support Compliance Act

For any Contract Agreement in excess of $100,000, the Contractor acknowledges in accordance with Public Contract Code 7110, that:

A. The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

B. The Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

13. Special Conditions - Contractors/Subcontractor

The Contractor agrees to comply with all conditions of this Agreement including the Special Conditions set forth in Exhibit D. These conditions shall be met to the satisfaction of Agency prior to disbursement of funds. The Contractor shall ensure that all Subcontractors are made aware of and agree to comply with all the conditions of this Agreement and the applicable State requirements governing the use of HEAP funds. Failure to comply with these conditions may result in termination of this Agreement.

A. The Agreement between the Contractor and any Subcontractor shall require the Contractor and its Subcontractors, if any, to:

1. Perform the work in accordance with Federal, State and Local housing and building codes, as applicable.
2. Maintain at least the minimum State-required worker's compensation for those employees who will perform the work or any part of it.
3. Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount that is reasonable to compensate any person, firm or corporation who may be injured or damaged by the Contractor or any Subcontractor in performing the Work or any part of it.

4. Agree to include all the terms of this Agreement in each subcontract.

14. Compliance with State and Federal Laws, Rules, Guidelines and Regulations

The Contractor agrees to comply with all State and Federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, and all other matters applicable and/or related to the HEAP program, the Contractor, its Subcontractors, and all eligible activities.

Contractor shall also be responsible for obtaining any and all permits, licenses, and approvals required for performing any activities under this Agreement, including those necessary to perform design, construction, or operation and maintenance of the activities. Contractor shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental protection, procurement, and safety laws, rules, regulations, and ordinances. Contractor shall provide copies of permits and approvals to Agency upon request.

15. Inspections

A. Contractor shall inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable Federal, State and/or local requirements, and this Agreement.

B. Agency reserves the right to inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable Federal, State and/or local requirements, and this Agreement.

C. Contractor agrees to require that all work that is determined based on such inspections not to conform to the applicable requirements be corrected and to withhold payments to the subrecipient or Subcontractor until it is corrected.

16. Litigation

A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of Agency, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are and shall be deemed severable.

Homeless Emergency Aid Program
NOFA Date: 09/05/2018
B. The Contractor shall notify Agency immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or Agency, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of Agency.
RESOLUTION NO. 18.049


WHEREAS, California's Governor Edmund G. Brown, Jr. and the members of the California Legislature have recognized the urgent and immediate need for funding at the local level to combat homelessness;

WHEREAS, the Governor and Legislature have provided funding to local governments under the Homeless Emergency Aid Program as part of SB 850 and the 2018-19 Budget Act (Chapter 48, Statutes of 2018);

WHEREAS, the Governor and Legislature require jurisdictions seeking an allocation through the Homeless Emergency Aid Program to declare a Shelter Crisis pursuant to Government Code §8698.2;

WHEREAS, in the future, additional state and federal aid programs such as but not limited to the Senate Bill 2 California Emergency Solutions and Housing grant program or the Federal Community Development Block Grant programs, may be established that require the City of Laguna Beach to formally declare a shelter crisis and it is the intent of the City Council of the City of Laguna Beach that this declaration would also serve to meet that potential future requirement;

WHEREAS, the City of Laguna Beach has developed a homelessness plan and undertaken multiple efforts at the local level to combat homelessness;

WHEREAS, the City of Laguna Beach finds that the 2017 Point in Time Count identified 10 persons within the City of Laguna Beach that are homeless and living without shelter and 78 persons that are homeless and living with shelter at the City’s Alternative Sleeping Location (ASL) or at the facility owned by the Friendship Shelter.

WHEREAS, the City of Laguna Beach finds that the number of homeless is significant, and
these persons are without the ability to obtain shelter;

WHEREAS, the City of Laguna Beach finds that the health and safety of unsheltered persons in the City is threatened by a lack of shelter;

WHEREAS, the City of Laguna Beach affirms that the City's commitment to combatting homelessness and creating or augmenting a continuum of shelter and service options for those living without shelter in our communities;

NOW, THEREFORE, THE CITY COUNCIL HEREBY RESOLVES AS FOLLOWS: that a shelter crisis pursuant to Government Code §8698.2 exists in the City of Laguna Beach, and authorizes the City's participation in the Homeless Emergency Aid Program and other federal and state aid programs that may be enacted in the future to provide funding to address the issue of homelessness at the local level.

PASSED AND ADOPTED this 28th day of August, 2018.

Kelly Boyd, Mayor

ATTEST:

Lisa Che-Walker, City Clerk

I, LISETTE CHEL-WALKER, City Clerk of the City of Laguna Beach, certify that the foregoing Resolution No. 18.049 was duly adopted at a regular meeting of the City Council of said City held on August 28, 2018, by the following vote:

AYES: COUNCILMEMBERS: Dicterow, Iseman, Zur Schmiede, Boyd

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS: Whalen

City Clerk, City of Laguna Beach, California
CONTRACT # 18-23-0057-HEAP

FOR

Continuum of Care
Homeless Emergency Aid Program - Services

BETWEEN

COUNTY OF ORANGE

AND

CITY OF LAGUNA BEACH
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ATTACHMENTS

Attachment A - Scope of Services
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Attachment C - Budget Schedule
Attachment D - Staffing Plan

EXHIBITS

Exhibit I – OC Community Resources Contract Reimbursement Policy
Exhibit 2 – Drug Free Workplace Certification
Exhibit 3 - Service Planning Areas
Contract #18-23-0057-HEAP
with
City of Laguna Beach
for
Continuum of Care – Homeless Emergency Aid Program

This Contract #18-23-0057-HEAP for Continuum of Care – Homeless Emergency Aid Program (hereinafter referred to as "Contract") 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 by and through OC Community Resources ("OCCR"); hereinafter collectively referred to as "County" and City of Laguna Beach, a municipal corporation in the State of California, with a place of business at 505 Forest Ave., Laguna Beach, CA 92651-2332, DUNS #089135552 (hereinafter referred to as "Contractor"), with the County and Contractor sometimes referred to as "Party" or collectively as "Parties".

ATTACHMENTS

This Contract is comprised of this document and the following Attachments and Exhibits, which are attached hereto and incorporated by reference into this Contract:

- Attachment A – Scope of Services
- Attachment B – Payment/Compensation
- Attachment C – Budget Schedule
- Attachment D – Staffing Plan
- Exhibit 1 – OC Community Resources Contract Reimbursement Policy
- Exhibit 2 – Drug Free Workplace Certification
- Exhibit 3 – Service Planning Areas

RECITALS

WHEREAS, Contractor and County are entering into this Contract for emergency shelter services using Continuum of Care – Homeless Emergency Aid Program funds under a cost reimbursement Contract; and

WHEREAS, Contractor agrees to provide services pertaining to emergency shelter services under the Continuum of Care – Homeless Emergency Aid Program as further set forth in the Scope of Services ("Services"), attached hereto as Attachment A; and

WHEREAS, County agrees to pay Contractor as set forth in Payment/Compensation, attached hereto as Attachment B; and

WHEREAS, Contractor agrees to manage allotted funding set forth in the Budget Schedule, attached hereto as Attachment C; and

WHEREAS, Contractor agrees to provide staff set forth in the Staffing Plan, attached hereto as Attachment D; and

WHEREAS, the County Board of Supervisors has authorized the OC Community Resources Director or his designee to enter into a Contract for Continuum of Care – Homeless Emergency Aid Program.
Program with the Contractor to carry out certain program Services and activities for the Fiscal Years 2018-19, 2019-20, and 2020-21.

NOW, THEREFORE, the Parties mutually agree as follows:

DEFINITIONS

"County's Project Manager" means the OC Community Resources Director or designee, coordinating the HEAP funds under its regulations, and the Services provided by the County.

"County's Contract Administrator" means the "Contract Administrator" who shall administer this Contract as is necessary or reasonable to comply with County policies.

"DUNS Number:" A unique 9-digit identifier issued and maintained by Dun & Bradstreet (D&B) that verifies the existence of a business entity. The DUNS number is needed to coordinate with the System for Award Management (SAM) that combines federal procurement systems and the Catalog of Federal Domestic Assistance into one new system. https://www.SAM.gov.

Service(s): the work or labor, including tasks and duties, and training being performed, or already performed to fulfill the requirements of this Contract including all obligations and responsibilities as set forth in the Attachment A, Scope of Services.

"Subcontractor or Subcontractor(s)" means any entity that furnishes to Contractor Services or supplies relative to this Contract.
ARTICLES

General Terms and Conditions:

A. Governing Law and Venue: This Contract has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.

B. Entire Contract: This Contract, documents incorporated by reference, Attachments A, B, C, and D and Exhibits 1, 2, and 3 contain the entire Contract between the Parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Contract Administrator.

C. Amendments: No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the Parties; no oral understanding or agreement not incorporated herein shall be binding on either of the Parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.

D. Intentionally left blank.

E. Delivery: Time of delivery of Services is of the essence in this Contract. County reserves the right to refuse any Services and to cancel all or any part of the Services not conforming to applicable specifications, drawings, samples or descriptions or Services that do not conform to the prescribed Scope of Services. Acceptance of any part of the order for Services shall not bind County to accept future shipments nor deprive it of the right to return Services already accepted at Contractor's expense. Over shipments and under shipments of Services shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all Services have actually been received and accepted in writing by County.

F. Acceptance Payment: Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the Services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.

G. Intentionally left blank.

H. Patent/Copyright Materials/Proprietary Infringement: Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through Services provided hereunder will not infringe upon or violate any patent,
proprietary right, or trade secret right of any third Party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "Z" below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney’s fees.

I. Assignment: The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the Parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.

J. Non-Discrimination: In the performance of this Contract, (e.g., delivery of Services as identified in the Scope of Services) Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any Subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code. Contractor and its Subcontractors shall comply with the provisions of Fair Employment and Housing Act (Government Code Section 12990 (a - f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a -- ), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated by reference into this Contract bas if set forth in full. Contractor or its Subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements.

K. Termination: In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days’ written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.

L. Consent to Breach Not Waiver: No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

M. Independent Contractor: Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers’ compensation or other fringe benefits of any kind through County.

N. Performance Warranty: Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County’s satisfaction. Contractor shall be responsible
for the professional quality, technical assurance, timely completion and coordination of all
documentation and other Services furnished by the Contractor under this Contract. Contractor shall
perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all
necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense
obtain and maintain all permits and licenses required by public authorities, including those of County
required in its governmental capacity, in connection with performance of the work. If permitted to
subcontract, Contractor shall be fully responsible for all work performed by Subcontractors and shall
make sure that Subcontractor(s) follow all requirements of performance under this Contract.

O. Insurance Requirements:
Prior to the provision of Services under this Contract, the Contractor agrees to purchase all required
insurance at Contractor’s expense, including all endorsements required herein, necessary to satisfy
the County that the insurance provisions of this Contract have been complied with. Contractor shall
maintain as required by law, unemployment and disability insurance and shall cause its Subcontractor
to do the same. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and
endorsements on deposit with the County during the entire term of this Contract. In addition, all
Subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain
insurance subject to the same terms and conditions as set forth herein for Contractor.

Contractor shall ensure that all Subcontractors performing work on behalf of Contractor pursuant to
this Contract shall be covered under Contractor’s insurance as an Additional Insured or maintain
insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor
shall not allow Subcontractors to work if Subcontractors have less than the level of coverage required
by County from Contractor under this Contract. It is the obligation of Contractor to provide notice
of the insurance requirements to every Subcontractor and to receive proof of insurance prior to
allowing any Subcontractor to begin work. Such proof of insurance must be maintained by
Contractor through the entirety of this Contract for inspection by County representative(s) at any
reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self­
insured retention (SIR) in an amount in excess of Fifty Thousand Dollars ($50,000) shall specifically
be approved by the County’s Risk Manager, or designee, upon review of Contractor’s current audited
financial report. If Contractor’s SIR is approved, Contractor, in addition to, and without limitation
of, any other indemnity provision(s) in this Contract, agrees to all of the following:

1) In addition to the duty to indemnify and hold the County harmless against any and all liability,
claim, demand or suit resulting from Contractor’s, its agents, employee’s or Subcontractor’s
performance of this Contract, Contractor shall defend the County at its sole cost and expense
with counsel approved by Board of Supervisors against same; and

2) Contractor’s duty to defend, as stated above, shall be absolute and irrespective of any duty to
indemnify or hold harmless; and

3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to
which the duty to defend stated above applies, and the Contractor’s SIR provision shall be
interpreted as though the Contractor was an insurer and the County was the insured.
If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

**Qualified Insurer**
The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business in the State of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Minimum Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial General Liability</td>
<td>$1,000,000 per occurrence</td>
</tr>
<tr>
<td></td>
<td>$2,000,000 aggregate</td>
</tr>
<tr>
<td>Automobile Liability including coverage for owned, non-owned and hired vehicles</td>
<td>$1,000,000 per occurrence</td>
</tr>
<tr>
<td>Workers Compensation</td>
<td>Statutory</td>
</tr>
<tr>
<td>Employers Liability Insurance</td>
<td>$1,000,000 per occurrence</td>
</tr>
<tr>
<td>Network Security &amp; Privacy Liability</td>
<td>$1,000,000 per claims-made</td>
</tr>
</tbody>
</table>

**Required Coverage Forms**
The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

**Required Endorsements**
The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the County of Orange its elected and appointed officials, officers, agents and employees as Additional Insureds, or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.
2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor’s insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the Certificate of Insurance:

1) An Additional Insured endorsement naming the County of Orange, its elected and appointed officials, officers, agents and employees as Additional Insureds for its vicarious liability.

2) A primary and non-contributing endorsement evidencing that the Contractor’s insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers’ Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

If Contractor’s Network Security & Privacy Liability are “Claims-Made” policy(ies), Contractor shall agree to maintain coverage for two (2) years following the completion of the Contract.

The Commercial General Liability policy shall contain a severability of interests clause also known as a “separation of insureds” clause (standard in the ISO CG 0001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by the Contract Administrator, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.
County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

P. Changes: Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.

Q. Change of Ownership/Name, Litigation Status, Conflicts with County Interests: Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor’s duties and obligations contained in this Contract and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of Services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor’s status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a Party to any litigation against the County, or a Party to litigation that may reasonably affect the Contractor’s performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and Subcontractors associated with the provision of Services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and Subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of Services under the Contract.
R. **Force Majeure**: Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails itself of any available remedies.

S. **Confidentiality**: Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.

T. **Compliance with Laws**: Contractor represents and warrants that Services to be provided under this Contract whether performed by Contractor or its Subcontractors, (e.g., Services identified in Attachment A the Scope of Services of this Contract) shall fully comply, at Contractor's expense, with all standards, federal and state laws, statutes, restrictions, ordinances, local housing and building codes, requirements, and regulations (collectively “laws”), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the Services at the time Services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph “Z” below, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

U. **Intentionally left blank**

V. **Severability**: If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

W. **Attorney Fees**: In any action or proceeding to enforce or interpret any provision of this Contract, each Party shall bear their own attorney's fees, costs and expenses.

X. **Interpretation**: This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each Party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each Party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other Party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the Party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the Parties and this Contract.
Y. Employee Eligibility Verification: The Contractor warrants that it fully complies with all federal and state statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County and its County Indemnites, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or County Indemnites or its agents or any combination of the three in connection with any alleged violation of any federal or state statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

Z. Indemnification: Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County’s Board of Supervisors acts as the governing Board (“County Indemnites”) harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the Services, products or other performance provided by Contractor, its agents, affiliates, employees, or any Subcontractor(s), pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnites, Contractor and County agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment.

AA. Audits/Inspections: Contractor agrees to permit the County’s Auditor-Controller or the Auditor-Controller’s authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the Contractor’s records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of five years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any Subcontractor related to performance of this Contract.
Should the Contractor cease to exist as a legal entity, the Contractor’s records pertaining to this Contract shall be forwarded to the County’s Project Manager.

BB. Contingency of Funds: Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon receipt of funds from, and/or obligation of funds by, Federal, State of California and/or local funds to County; and inclusion of sufficient funding for the Services hereunder in the Budget Schedule approved by County’s Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are delayed, not forthcoming, or are otherwise limited, County may delay reimbursement to Contractor, immediately terminate or modify this Contract without penalty.

CC. Expenditure Limit: The Contractor shall notify the County of Orange assigned Contract Administrator in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for Services exceeding the dollar limit on the Contract unless a written and approved change order to cover those costs has been issued. Board of Supervisor approval may be required.
Additional Terms and Conditions:

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County will procure Services from Contractor as further detailed in the Scope of Services, identified and incorporated herein by this reference as “Attachment A”.

2. **Term of Contract:** This Contract shall commence on May 1, 2019 and continue through April 30, 2021, unless otherwise terminated by the County.

3. **Renewal:** This Contract may be renewed by mutual written agreement of both Parties for one additional one-year term. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.

4. **Maximum Obligation:**
   The total Maximum Obligation of County to the Contractor for the cost of Services provided in accordance with this Contract is $365,000, as further detailed in the Budget Schedule, identified and incorporated herein by this reference as Attachment “C”.

5. **Amendments - Changes/Extra Work:**
   The Contractor shall make no changes to this Contract without the County’s written consent. In the event that there are new or unforeseen requirements, the County has the discretion with the Contractor’s concurrence, to make changes at any time without changing the scope of services or price of the Contract.

   If County-initiated changes or changes in laws or government regulations affect price, the Contractor’s ability to deliver Services, or the project schedule, the Contractor will give County written notice no later ten (10) days from the date the law or regulation went into effect or the date the change was proposed and Contractor was notified of the change, such changes shall be agreed to in writing and incorporated into a Contract amendment. Said amendment shall be issued by the County-assigned Contract Administrator, shall require the mutual consent of all Parties, and may be subject to approval by the County Board of supervisors. Nothing herein shall prohibit the Contractor from proceeding with the work as originally set forth or as previously amended in this Contract.

6. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

   a) Terminate the Contract immediately, pursuant to Section K herein;

   b) Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;

   c) Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and

   Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
7. **Conditions Affecting Work:**
   The Contractor shall be responsible for taking all steps reasonably necessary, to ascertain the nature and location of the work to be performed under this Contract; and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.

8. **Civil Rights:** Contractor attests that Services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and Federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.

9. **Conflict of Interest – Contractor's Personnel:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor's employees, agents, and Subcontractors associated with accomplishing work and Services hereunder. The Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and Subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of the County. Contractor and its Subcontractor(s) should comply with provisions of the California Political Reform Act, Government Code Section 87100 et seq., Government Code Section 1090, if applicable.

10. **Conflict of Interest – County Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.

11. **Consulting Contract – Follow-On Work:**
    No person, firm, subsidiary or Subcontractor of a firm that has been awarded a consulting services contract or a contract which includes a consulting component may be awarded a Contract for the performance of Services, the purchase of Services, or the provision of any other related action which arises from or can reasonably be deemed an end-product of work performed under the initial consulting to consulting-related Contract.

12. **Project Manager, County**
    The County shall appoint a Project Manager to act as liaison between the County and the Contractor during the term of this Contract. The County’s Project Manager shall coordinate the activities of the County staff assigned to work with the Contractor.

The County’s Project Manager, in consultation and agreement with the County, shall have the right to require the removal and replacement of the Contractor’s Project Manager and key personnel. The County’s Project Manager shall notify the Contractor in writing of such action. The Contractor shall
accomplish the removal within three (3) business days after written notice from the County’s Project Manager. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor’s Project Manager from providing further Services under the Contract.

13. Contractor’s Project Manager and Key Personnel: Contractor shall appoint a Project Manager to direct the Contractor’s efforts in fulfilling Contractor’s obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County’s Project Manager, which consent shall not be unreasonably withheld.

The Contractor’s Project Manager, in consultation and agreement with County, shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and Services to meet the project time lines.

14. Contractor Personnel – Reference Checks: The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract.

15. County of Orange Child Support Enforcement: Contractor certifies it is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of the Contract with the County of Orange. Failure to comply shall constitute a material breach of the Contract and failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.

16. Data – Title To: All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.

17. Licenses: At its own expense, Contractor and its Subcontractors, if any, shall, at all time during the term of this Contract, maintain in full force and effect such licenses or permits as may be required by the State of California or any other government entity. Contractor and its Subcontractors, if any, shall strictly adhere to, and obey, all governmental rules and regulations now in effect or as subsequently enacted or modified, as promulgated by any local, State, or Federal governmental entity.

18. Disputes – Contract:

A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor’s Project Manager and the County’s Project Manager, such matter shall be brought to the attention of the Contract Administrator by way of the following process:
1. The Contractor shall submit to the agency/department assigned Contract Administrator a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.

2. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.

B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the provision of Services. The Contractor’s failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the Director. If the County fails to render a decision within 90 days after receipt of the Contractor’s demand, it shall be deemed a final decision adverse to the Contractor’s contentions. Nothing in this section shall be construed as affecting the County’s right to terminate the Contract for cause or termination for convenience as stated in Section K herein.

19. **EDD Independent Contractor Reporting Requirements**: Effective January 1, 2001, the County of Orange is required to file in accordance with subdivision (a) of Section 6041A of the Internal Revenue Code for Services received from a “service provider” to whom the County pays $600 or more or with whom the County enters into a contract for $600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term “service provider” is defined in California Unemployment Insurance Code Section 1088.8, Subparagraph B.2 as “an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for Services performed for that service recipient within or without the State.” The term is further defined by the California Employment Development Department to refer specifically to independent Contractors. An independent Contractor is defined as “an individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes a contract for Services performed for that ... government entity either in or outside of California.”

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at [http://www.edd.ca.gov/Employer_Services.htm](http://www.edd.ca.gov/Employer_Services.htm).

20. **Emergency/Declared Disaster Requirements**: In the event of an emergency or if Orange County is declared a disaster area by the County, state or federal government, this Contract may be subjected...
to unusual usage. The Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to serving the County’s needs regardless of the circumstances. If the Contractor is unable to supply the Services under the terms of the Contract, then the Contractor shall provide proof of such disruption and a copy of the invoice for the Services from the Contractor’s supplier(s). Additional profit margin as a result of supplying Services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Contractor shall show both the emergency purchase order number and the Contract number.

21. Errors and Omissions: All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as Project Manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor’s reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor after County approval thereof, County approval of Contractor’s reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.

22. Non-Supplantation of Funds: Contractor shall not supplant any federal, state, or County funds intended for the purposes of this Contract with any funds made available under this Contract. Contractor shall not claim reimbursement from County for, or apply sums received from County with respect to, that portion of its obligations which have been paid by another source of revenue. Contractor agrees that it shall not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for the purposes of obtaining federal, state, or County funds under any federal, state, or County program without prior written approval from the County.

23. Satisfactory Work: Services rendered hereunder are to be performed to the written satisfaction of County. County’s staff will interpret all reports and determine the quality, acceptability and progress of the Services rendered.

24. Access and Records:

- County, the state of California and the United States Government and/or their representatives, shall have access, for purposes of monitoring, auditing, and examining, to Contractor’s activities, books, documents and papers (including computer records and emails) and to records of Contractor’s Subcontractors, consultants, contracted employees, bookkeepers, accountants, employees and participants related to this Contract. Contractor shall insert this condition in each Contract between Contractor and a Subcontractor that is pursuant to this Contract shall require the Subcontractor to agree to this condition. Such departments or representatives shall have the right to make excerpts, transcripts and photocopies of such records and to schedule on site monitoring at their discretion. Monitoring activities also may include, but are not limited to, questioning employees and participants and entering any premises or onto any site in which any of the Services or
activities funded hereunder are conducted or in which any of the records of Contractor are kept. Contractor shall make available its books, documents, papers, financial records, etc., within three (3) days after receipt of written demand by Director which shall be deemed received upon date of sending. In the event Contractor does not make the above referenced documents available within the County of Orange, California, Contractor agrees to pay all necessary and reasonable expenses incurred by County, or County’s designee, in conducting any audit at the location where said records and books of account are maintained.

B. Records Retention. All accounting records and evidence pertaining to all costs of Contractor and all documents related to this Contract shall be kept available at Contractor’s office or place of business for the duration of this Contract and thereafter for five (5) years after completion of an audit. Records which relate to: (1) complaints, claims, administrative proceedings or litigation arising out of the performance of this Contract; or (2) costs and expenses of this Contract to which County or any other governmental department takes exception, shall be retained beyond the five (5) years until final resolution or disposition of such appeals, litigation, claims, or exceptions.

C. Liability. Contractor shall pay to County the full amount of County’s liability to the state or federal government or any department thereof resulting from any disallowance or other audit exceptions to the extent that such liability is attributable to Contractor’s failure to perform under this Contract.

25. Signature in Counterparts: The Parties agree that separate copies of this Contract and/or electronic signatures and handwritten signatures may be signed by each of the Parties, and this Contract will have the same force and effect as if the Original had been signed by all the Parties.

26. Reports/Meetings: The Contractor shall develop reports and any other relevant documents necessary to complete the Services and requirements as set forth in this contract. The County’s Project Manager and the Contractor’s Project Manager will meet on reasonable notice to discuss the Contractor’s performance and progress under this contract. If requested, the Contractor’s Project Manager and other project personnel shall attend all meetings. The Contractor shall provide such information that is requested by the County for the purpose of monitoring progress under this contract.

27. Subcontracting: No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to subcontract any performance of this Contract without the express written consent of the County shall be invalid and shall constitute a breach of this Contract.

In the event that the Contractor is authorized by the County to subcontract, this Contract shall take precedence over the terms of the Contract between Contractor and Subcontractor, and shall incorporate by reference the terms of this Contract. The County shall look to the Contractor for performance and indemnification and not deal directly with any Subcontractor. All work performed by a Subcontractor must meet the approval of the County of Orange. Contractor shall procure Subcontractors pursuant to applicable state, federal and local procurement statutes, laws, regulations and requirements.
28. Equal Employment Opportunity: The Contractor shall comply with U.S. Executive Order 11246 entitled, “Equal Employment Opportunity” as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable State of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title I of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

29. Gratuities: The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any Services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

30. News/Information Release: The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County.

31. Notices: Any and all notices, requests, demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the Parties routine exchange of information and cooperation 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 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.
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.

For County:

OC Community Resources
Housing and Community Development/
Homeless Services, Project Manager
1300 S. Grand Ave. Bldg. B, 3rd Floor
Santa Ana, CA 92705-4407

OC Community Resources
Contract Development and Management
Contract Administrator
1501 East St. Andrew Place, 1st Floor
Santa Ana, CA 92705-4930

For Contractor:

City of Laguna Beach
505 Forest Ave.
Laguna Beach, CA 92651-2332
Attn: Executive Director

32. Ownership of Documents: The County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remains the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Contractor without the express written consent of the County.

33. Precedence: The Contract documents consist of this Contract and its attachments and exhibits. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the attachments and exhibits.

34. Termination – Orderly: After receipt of a termination notice from the County of Orange, the Contractor may submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination County agrees to pay the Contractor for all Services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each Party shall promptly return to the other Party all papers, materials, and other properties of the other held by each for purposes of performance of the Contract.

35. Non-Exclusivity: As long as the Contractor’s or its licensor’s confidential information are not infringed, nothing herein shall prevent the County from providing for itself or obtaining from any third party, at any time during the term of this Contract or thereafter, Services, or any type of products or services in any way analogous, similar, or comparable to the Services herein, as applicable, or any other products or services. Nor shall anything in this Contract be construed or
interpreted as limiting the County's right or ability during the term of this Contract to increase or decrease its demand for Services hereunder.

THE REMAINDER OF THE PAGE WAS INTENTIONALLY LEFT BLANK
Program Specific Terms and Conditions:

36. **Debarment**: Contractor certifies that it is not debarred or suspended or otherwise excluded from or ineligible for participation in federal/state assistance programs in accordance with 29 CFR Part 98.

37. **Fraud**: Contractor shall immediately report all suspected or known instances and facts concerning possible fraud, abuse or criminal activity under this Contract. Contractor shall inform staff and the general public of how to report fraud, waste or abuse through appropriate postings of incident reporting notice. The County’s Anti-Fraud Program can be accessed through: [http://ocgov.com/gov/risk/programs/antifraud](http://ocgov.com/gov/risk/programs/antifraud).

38. **Fiscal Accountability**:

   A. **Financial Management System**: Contractor shall establish and maintain a sound financial management system, based upon generally accepted accounting principles. Contractor’s system shall provide fiscal control and accounting procedures that will include the following:
   
   i. Information pertaining to tuition rates, payments, and educational assistance payments; and
   
   ii. Source documentation to support accounting records; and
   
   iii. Proper charging of costs and cost allocation.

   B. **Contractor’s Record**: Contractor’s records shall be sufficient to:
   
   i. Permit preparation of required reports; and
   
   ii. Permit tracking of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable restrictions on the use of such funds; and
   
   iii. Permit the tracking of program income, or profits earned, and any costs incurred (such as stand-in costs) that are otherwise allowable except for; and
   
   iv. Permit tracking and reporting of leveraging as required.

   C. **Costs Charged**: Cost shall be charged to this contract only in accordance with the County and other requirements as required by funding source(s).

39. **Performance Standards**: Contractor shall comply with and adhere to the performance accountability standards as described in this Contract and applicable regulations and the activity levels to be utilized by County for program evaluation and monitoring.

40. **Budget Schedule**: Contractor agrees that the expenditures of any and all funds under this Contract will be in accordance with the Budget Schedule, a copy of which is attached hereto as Attachment C, and which by this reference is incorporated herein and made a part hereof as if fully set forth.

41. **Payment Requirements**:

   If funding levels are significantly affected by state or federal budget and funds are not allocated and available for the continuance of the function performed by Contractor, the Contract may be terminated by the County at the end of the period for which funds are available. The County shall notify Contractor at the earliest possible time of any Service, which will or may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised and the County shall not be obligated nor liable for any damages as a result of termination under this
provision of this Contract, and nothing herein shall be construed as obligating the County to expend or as involving the County in any Contract or other obligation for future payment of money in excess of appropriations authorized by law.

A. Contract Amount: It is expressly agreed and understood that the total amount to be paid by County under this Contract shall not exceed the total County funding as set forth in Attachment B-Payment/Compensation to Contractor attached hereto and incorporated herein by reference.

B. County will reclaim any unused balance of funds for reallocation to other County approved projects.

C. Payment of Project Activities:

1. Payment of Project Activities: County will reimburse Contractor for eligible project-related costs only. Contractor shall submit requests for reimbursement to County on a monthly basis beginning on June 1, 2019, and must provide adequate documentation as required by County in accordance with the OC Community Resources Contract Reimbursement Policy, as set forth in Exhibit I, attached hereto and incorporated herein by reference. In addition, Contractor will provide a monthly performance report by the 20th of the month for the preceding month of Services, as prescribed by County. Failure to provide any of the required documentation and reporting will cause County to withhold all or a portion of a request for reimbursement, or return the entire reimbursement package to Contractor, until such documentation and reporting has been received and approved by County.

2. If Contractor has no request for reimbursement during any quarter during the term of this Contract, a monthly performance report, including and explanation as to why no invoices were being processed, shall be required in lieu of a request for reimbursement.

3. Contractor will have forty-five (45) days following the expiration of the Contract to submit outstanding invoices for reimbursement of eligible costs incurred during the Contract period. After the forty-five (45) day period for submitting invoices has expired, County shall reallocate the remaining balance under this Contract for other program purposes and Contractor shall be ineligible for any further reimbursement.

D. Funds shall not be disbursed for any costs incurred prior to the certification by County of Certificate(s) of Insurance as further defined in Paragraph O “Insurance Requirements” of this Contract.

E. Eligible costs related to Services provided by Contractor must be incurred during the period beginning May 1, 2019. The Project shall be completed and all funds provided through this Contract shall be expended on eligible Project activities through and including April 30, 2021.

F. If any portion of HEAP funds transferred from or paid by the County to the Contractor are deemed ineligible for a particular use or purpose, Contractor shall return said funds to County within 90 days of County’s written request for reimbursement.

42. Modification of Budget: Upon written approval of County, Contractor shall have the authority to transfer allocated program funds from one category of the overall program Budget to another.
46. **D-U-N-S Number and Related Information:**

D-U-N-S Number is a unique, 9-digit identifier issued and maintained by the Dun & Bradstreet (D&B) that verifies the existence of a business entity. The D-U-N-S number is needed to coordinate with the System for Award Management (SAM) that combines Federal procurement systems and the Catalog of Federal Domestic Assistance into one new system. [https://www.SAM.gov](https://www.SAM.gov).

The D-U-N-S Number must be provided to County at the County’s request and prior to the execution of this Contract. Contractor shall ensure all D-U-N-S information is up to date and the D-U-N-S number status is “active,” with no active exclusions prior to execution of this Contract. If County cannot access the Contractor’s D-U-N-S information related to this Federal subaward on the Federal Funding Accountability and Transparency Act subaward Reporting system (SAM.GOV) due to errors in the Subrecipient’s data entry for its D-U-N-S number, the Contractor/Subrecipient must immediately update the information as required.

The County reserves the right to verify and validate any information prior to contract award and during the entire term of the Contract.

47. **Compliance with the Law:**

Contractor hereby acknowledges that in addition to Article X of this Contract, in particular, Contractor warrants that the Services rendered complies with applicable requirements issued by the California State from time to time regarding HEAP, the state and federal law and regulation, including but not limited to Section 65913.4 of the Government Code, Chapter 5 (commencing with section 50210) part 1 Division 31 of the Health and Safety Code, section 50472 of Health and Safety Code; Chapter 2.8 (commencing with Section 50490) is added to Part 2 of Division 31 of the Health and Safety Code; Section 50710.3 of Health and Safety Code; Section 50717 of the Health and Safety Code; Section 8257 of the Welfare and Institutions Code; Item 2240-105-0001 of Section 2.00 of the Budget Act of 2016, as amended; California Senate Bill 850 Housing, Code of Federal Regulations (CFR), Parts 91 and 576, as well as 25 California Code of Regulations (CCR), Section 8400 et seq. If permitted to subcontract, the Contractor shall comply with all applicable procurement requirements including but not limited to 24 C.F.R. part 85. Contractor hereby warrants that the funds received under this Contract shall not be used for costs associated with activities in violation of any law or for any activity not consistent with the intent of the federal/state fund granted and the eligible used identified in Health and Safety Code Section 50214. Contractor shall also be responsible for obtaining any and all permits, licenses, and approvals required for performing any activities under this Contract, including those necessary to design, construct, operate, and maintenance of the activities stated in the Scope of Work. Contractor shall be responsible or observing and complying with any applicable federal, state, and local laws, rules or regulation affecting any such work. specifically those including, but not limited to, environmental protection, procurement, and safety laws, rules regulations, and ordinances. Contractor shall provide copies of the permits and approvals to the County upon request. Contractor hereby warrants that all Services provided shall comply with all applicable requirements as set forth in the State Standard Agreement 18-HEAP-00026, incorporated herein by reference as though those requirements are set forth herein.

48. **Confidentiality:** in addition to confidentiality provision of Article S, Contractor shall ensure the confidentiality, protection and preservation of (1) the County’s Confidential Information (defined
below) and (2) any information of a confidential, sensitive, and/or proprietary nature, which may be disclosed or made available to Contractor, its Subcontractors for their performance of Services under this Contract, and all related subordinate agreements (collectively, the “Purpose”).

a. “Confidential Information” means all non-public information, material, or documents, of any kind, obtained from any participant of the Services, obtained from County or on behalf of the County, and any information obtained in performance of this Contract, through any medium that is:
   i. Designated in writing as “confidential” or “private” at the time of its disclosure; or
   ii. Exploitable data, information protected by privacy law, or other information that is treated as confidential by the County, including all personally identifiable information or protected health information or data that is prohibited from being disclosed for any reason pursuant to law, statute, regulation, ordinance, or contract; or
   iii. Any information that a reasonable person would consider confidential whether or not it is designated as such.

b. Obligations of Confidence: Except as expressly permitted or further restricted by this provision, Contractor/Subrecipient agrees as recipient of the Confidential Information that it will: (a) not disclose such Confidential Information to any third parties, and (b) exercise the same degree of care to protect such Confidential Information from any possession, use or disclosure not expressly permitted by this Contract, that Contractor/Subrecipient generally uses to protect its own information of similar nature, but in any event no less than a reasonable standard of care.

c. Limited Permitted Use and Disclosure: Contractor may possess, use, and disclose Confidential Information obtained through this Contract only as follows:
   i. Possession and Use: Contractor may possess, use and reproduce Confidential Information solely for the Purpose. Contractor/Subrecipient shall not use the Confidential Information for any other purpose.
   
   ii. Disclosure: Contractor may, with the express written consent of the County, disclose Confidential Information to its Affiliates (defined below) and employees on a strict “need to know” basis and solely for the Purpose and in the course of providing the Services, provided that each such entity/person to whom such disclosure is made is notified of the confidential nature of the disclosure and is under an obligation to hold the Confidential Information in confidence under terms and conditions at least as restrictive as the terms and conditions of this Contract. “Affiliate” means Contractor/Subrecipient’s parent or subsidiary company or a corporate affiliate that controls, is controlled by or under common control with Contractor/Subrecipient.
   
   iii. Legally Required Disclosure: Disclosure of any Confidential Information by Contractor shall not be precluded if such disclosure is required of Contractor pursuant to court or administrative order, but only to the extent required and provided that Contractor in each instance before making such disclosure first (i) promptly upon receipt of such order notifies County of such order in writing; and
(ii) reasonably cooperates with County in making, if available under applicable law, a good faith effort to obtain a protective order or other appropriate determination against or limiting disclosure or use of the Confidential Information, at no cost to County.

iv. Exceptions to Confidentiality: Notwithstanding any other provisions of this Contract, each Party acknowledges that Confidential Information shall not include any information which:

1. is now or becomes part of the public domain through no fault or omission of the Contractor;
2. is already known by the Contractor prior to the disclosure without restriction on disclosure;
3. is lawfully received, without obligation of confidentiality, by the Contractor from others; or
4. is independently developed by or for the Contractor without use of or reference to the County’s Confidential Information.

v. Return or Secure Destruction of Confidential Information: Upon the earlier of: the expiration of this Contract or the request (at any time) of County, the Contractor shall, at the County’s option and pursuant to the County’s written authorization, either: (a) promptly securely destroy all copies of the Confidential Information obtained from the County or furnished to the Contractor, or Contractor’s approved Affiliates and employees, and confirm such destruction to the County in writing, or (b) return to the County all Confidential Information obtained from the County or furnished to the Contractor and Contractor’s approved Affiliates and employees, and confirm such return to the County in writing.

d. Responsibility for Others: Contractor shall be fully responsible for the acts, omissions, breaches, violations of law, and unauthorized uses or disclosures of the County’s Confidential Information by its employees and duly approved Affiliates, agents, and Subcontractors (all, as relevant and if any).

e. Survival of Confidentiality Obligations: Contractor’s confidentiality obligations in this Contract and the obligations of this provision shall survive the termination or expiration of the Contract and all related subordinate contracts. Contractor shall keep the County’s Confidential Information confidential indefinitely.
IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and hereby cause this Contract to be executed.

City of Laguna Beach

By: [Signature]
Name: John Pietig
Title: City Manager
Dated: 4-17-19

*For Contractors that are corporations, signature requirements are as follows: 1) One signature by the Chairman of the Board, the President or any Vice President; and 2) One signature by the secretary, any Assistant secretary, the Chief Financial Officer or an Assistant Treasurer.

For Contractors that are not corporations, the person who has authority to bind the Contractor to a contract, must sign on one of the lines above.

County of Orange
A Political Subdivision of the State of California

By: Dylan Wright, Director
OC Community Resources
Dated: ____________________

APPROVED AS TO FORM

By: [Signature]
Deputy County Counsel
Dated: 4/18/19
ATTACHMENT A
SCOPE OF SERVICES

1. Scope of Services Summary
   A. Activities: Contractor shall perform all services set forth herein; in the program description and is responsible for administering the program funded with Homeless Emergency Aid Program (HEAP) funds, as described as follows, in a manner satisfactory to the County and consistent with any standards required as a condition of providing the HEAP funds.

   B. Program Description: Contractor, pursuant to requirements set forth in the Scope of Services, shall provide emergency services to those experiencing homelessness and connect them to appropriate services and level of care at the 20652 Laguna Canyon Rd., Laguna Beach 92651, California known as "Alternative Sleeping Location" for the South Service Planning Area with priority of the City of Laguna Beach ("Program"). The map of the South Service Planning Area is attached as Exhibit "3" to this Contract and incorporated herein by reference.

   C. Eligible Participants: For the purposes of the Program, a person/household is considered to be homeless only when he/she/they lack(s) a fixed, regular and adequate nighttime residence and reside(s) in a place not meant for human habitation, such as cars, parks, sidewalks, abandoned buildings, motels, or other shelters, or for reference as further defined in 24 CFR Part 578.3 and 576.2.

   D. Use of Funds: HEAP funds shall be used to provide emergency services, to expand the day program to increase access to vital services and to improve the overnight shelter program with case management and connection of individuals experiencing homelessness to the most appropriate level of care, 7 days a week, the overnight program from 5:00pm through 10:00am the following day and the pilot drop-in day program from 10:00am to 1:00pm. Said services and operations shall be engagement rich to provide people experiencing homelessness a pathway to service connections, health care, housing and stability.

   E. Reporting: Contractor is required to submit reports as identified below.

2. Description of Services/Contractor Responsibilities
The Program shall meet the County's need to provide emergency services identified in this Contract to those experiencing homelessness through connection of services and an emergency shelter program.
A. Program Essential Requirements
Contractor shall:
   a. Provide referrals and connect eligible participants to the appropriate
      level of care addressing the needs of the eligible participants.
   b. Provide emergency services to expand the hours of operation of the
      pilot drop-in day program 7 days a week from 10:00 am to 1:00 pm
      and to increase access to personal services and vital support and
      medical services.
   c. Improve the overnight shelter program at the Alternative Sleeping
      Location, 7 days a week from 5:00 pm through 10:00 am the following
      day.
   d. Have a target of 10 housing exits per month.

B. Administrative Management Tasks
Contractor shall:
   1. Take appropriate action for medical/mental health emergencies.
   2. Operate, maintain, coordinate and staff the resources of the Program.
   3. Coordinate with County agencies engaged with those experiencing
      homelessness including but not limited to, Health Care Agency, Social
      Services Agency, and OC Community Resources, and shall also, engage
      local agencies, social services programs and volunteers to assist with
      program services.
   4. Provide Liability and other required insurances.
   5. Provide supplies and equipment as needed.
   6. Track program costs.
   7. Review all billings and assure payments, if applicable.
   8. Provide training as needed to staff, and direction to engaged community
      groups and volunteers, as appropriate.
   9. Complete report on activities, unduplicated individuals served and costs of
      operation, as requested by County.
   10. Coordinate with OC Community Resources, other County agencies and
       community-based organizations, as necessary and appropriate.
   11. Contractor shall enter the data in the Homeless Management Information
       System (HMIS) and adhere to all implementation guidelines developed under
       the County of Orange Continuum of Care and per 211OC HMIS standards or
       amended HMIS standards as amended from time to time.

C. Performance Metrics
   1. Contractor shall have a target of 10 placements into housing most appropriate
      for the individual per month.
   2. Contractor shall submit reports on a monthly basis. Monthly reports will
      include:
      a. Number of individuals served per month;
      b. Number of individuals exited into housing and type of housing; number
         of individuals in residential programs (emergency shelter, recovery,
         board and care, etc.);
      c. And other data points as agreed upon with the County.
d. Data and due dates for the monthly reports will be items mutually agreed upon with the County and data collected through HMIS.

3. Contractor shall enter the data in HMIS and adhere to all implementation guidelines developed under the County of Orange Continuum of Care and per 211OC HMIS standards. HMIS will be utilized to report on occupancy and for bed management purposes.

3. Contractor’s Additional Responsibilities/Program Design

A. Case Management Services – Contractor shall provide Case Management services to the homeless / chronically homeless individuals who are engaged with Contractor’s emergency shelter services. The case managers shall aid in triaging participants to services that best meet their needs, and then link them to those area services. The goal is to provide progressive engagement to chronically homeless who are challenging to serve and reluctant to seek assistance due to mental health challenges, substance use, and chronic health conditions. Case managers may also help divert people from shelter through family reunification and other means.

B. Contractor acknowledges that they are required to collaborate with other homeless services agencies.

C. Contractor shall ensure all insurance coverage requirements are fulfilled prior to the initial date of program operations.

D. Contractor shall comply with all applicable federal, State of California and local regulations, including all requirements pertaining to HEAP program.

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ATTACHMENT B
PAYMENT/COMPENSATION

1. **COMPENSATION:**

This is a cost reimbursable Contract between the County and the Contractor for up to $365,000 for the period of May 1, 2019 through April 30, 2021, as set forth in Attachment A - Scope of Services attached hereto and incorporated herein by reference. 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.

2. **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.

3. **PAYMENT TERMS:**

An invoice for the reimbursable costs shall be submitted monthly to the address specified and approval of the County Project Manager. Contractor shall reference Contract number on invoice. 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 Orange County Homeless, Housing and Community Development and subject to routine processing requirements of the County. 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 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 services.

Invoice(s) are to be sent to:
OC Community Resources
1770 North Broadway, 4th floor
Santa Ana, CA 92706-2642
Attention: Accounts Payable
4. **INVOICING INSTRUCTIONS:**

Further instructions regarding invoicing/reimbursement as set forth in Exhibit 1 - OC Community Resources Contract Reimbursement Policy, are attached hereto and incorporated herein by reference.

The Contractor will provide an invoice on Contractor's letterhead for services rendered. Each invoice will have a number and will include the following information:

The Demand Letter/Invoice must include:

1. Contractor's name and address
2. Contractor's remittance address (if different from 1 above)
3. Name of County Agency Department
4. COUNTY CONTRACT/MASTER AGREEMENT number
5. Service date(s) – Month of Service
6. Rate
7. Delivery Order (DO) / Subordinate Agreement Number
8. Deliverables / Service description (in accordance with Attachment A)
9. Contractor's Federal I. D. number
10. Total

5. **OC COMMUNITY RESOURCES CONTRACT REIMBURSEMENT POLICY:**

Further instructions regarding invoicing/reimbursements as set forth in Exhibit 1 – OC Community Resources Contract Reimbursement Policy, are attached hereto and incorporated herein by reference.
# ATTACHMENT C

## BUDGET SCHEDULE

### 1. Budget Schedule

Anticipated Administration and Program Cost Budget

<table>
<thead>
<tr>
<th>Project Costs</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Activity: Staffing Labor, Benefits and Contract Labor</td>
<td>$268,119</td>
</tr>
<tr>
<td>Project Activity: Services, Security, repairs &amp; maintenance, transportation, utilities, janitorial service</td>
<td>$55,390</td>
</tr>
<tr>
<td>Project Activity: Equipment, office and program supplies, food</td>
<td>$24,110</td>
</tr>
<tr>
<td>Project Activity: Overhead/Admin</td>
<td>$17,381</td>
</tr>
<tr>
<td><strong>Grand Total</strong></td>
<td><strong>$365,000</strong></td>
</tr>
<tr>
<td>Title</td>
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</tr>
<tr>
<td>-----------------------</td>
<td>------</td>
</tr>
<tr>
<td>Program Manager</td>
<td>1.0</td>
</tr>
<tr>
<td>Overnight Supervisor</td>
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</tr>
<tr>
<td>Morning Site Supervisor</td>
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<td>Lead Site Supervisor</td>
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<tr>
<td>Driver</td>
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<tr>
<td>Housing Navigator</td>
<td>1.0</td>
</tr>
<tr>
<td>Housing Coordinator</td>
<td>1.5</td>
</tr>
</tbody>
</table>

*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 approval of the County Project Manager.

The County may reserve the right to involve other personnel, as their services are 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.
Subject: OC Community Resources
Contract Reimbursement Policy

Effective: July 1, 2010
Revised: February 7, 2019

PURPOSE:
This policy contains updated fiscal documentation requirements for contract reimbursement for OC Community Services and Housing & Community Development and Homeless Prevention. The procedures provide instructions for submitting reimbursement demand letter or invoice.

REFERENCES:
Executed County Board of Supervisors approved contract
Budget included in contract or presented as an attachment
48 CFR Part 31 Contract Cost Principles and Procedures
24 CFR Parts 85, 570.502, 570.201, 576.21, 576.51 and 576.61: For Housing & Community Development and Homeless Prevention Contracts only.
Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)

BACKGROUND:
The executed Board of Supervisors approved contract is the authorization for all aspects of payment, including the maximum amount to be paid, the payee, and the scope of services and work. Payments are made in strict accordance with the contract terms. Allowable costs are identified in referenced Uniform Guidance and Code of Federal Regulations (CFR).

ATTACHMENTS:
Reimbursement Policy Status Form (RPS-1)

POLICY:
Contractor is responsible for the submission of accurate claims. This reimbursement policy is intended to ensure that the Contractor is reimbursed based on the code or codes that correctly describe the services provided. This information is intended to serve only as a general reference resource regarding OC Community Services and Housing & Community Development and Homeless Prevention reimbursement policy for the services described and is not intended to address every aspect of a reimbursement situation. Accordingly, OC Community Services and Housing & Community Development and Homeless Prevention may use reasonable discretion in interpreting and applying this policy to services provided in a particular case. Other factors affecting reimbursement may supplement, modify or, in some cases, supersede this policy. These factors may include, but are not limited to: legislative mandates and County directives. OC Community Services and Housing & Community Development and Homeless Prevention may modify this reimbursement policy at any time by publishing a new version of the policy. However, the information presented in this policy is accurate and current as of the date of publication.

Cost incurred by Contractor must be substantiated and incurred during the contract period. Total of all reimbursements cannot exceed the amount of the contract. Cost must be allowable under applicable Code of Federal Regulations (CFR) or Uniform Guidance. All supporting documentation for reimbursement must be submitted with demand letter or invoice. If contract
requires matching contribution, documentation substantiating contribution match must be submitted with demand letter or invoice.

At any time, based on County's business needs and/or Contractor's performance, the County may designate Contractor to submit abbreviated or comprehensive documentation, as identified in the respective sections. Upon designation, Contractor will be notified, in writing via Reimbursement Policy Status Form, of which requirements are in full force. When Contractor is required to submit comprehensive documentation, in addition to the items identified in the Abbreviated Documentation Requirements Section, Contractor must also provide the documentation identified in the Comprehensive Documentation Requirements Section.

**PROCEDURES:**

**Abbreviated Documentation Requirements**

Compile and submit:

1. Supporting documentation includes, but is not limited to:
   a. General ledger/expense transaction report
   b. Payroll register or labor distribution report
   c. Payroll allocation plan
   d. Personnel Documentation
   e. Benefit plan and calculation of benefit
   f. Employer-employee contract for non-customary benefits (if applicable)
   g. Pre-approval documentation for equipment purchases equal to or greater than $5,000

2. The following is required with the first month's invoice only:
   a. Cost allocation plan for rent, utilities, etc.
   b. Indirect rate approved by cognizant agency (if applicable)

3. Summary of leveraged resources (if applicable)

4. Demand letters must contain the following certification (if required by Contract):
   "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31 Sections 3729-3730 and 3801-3812)"

5. Grantee Performance Report (if required by Contract)

6. Supporting documentation shall be on single-sided sheets

7. Please redact employees’ Social Security Number from payroll reports

8. Demand letter or invoice, along with supporting documentation shall be submitted to:

   OC Community Resources Accounting
   1770 N. Broadway, 4th Floor
   Santa Ana, CA 92706

**Comprehensive Documentation Requirements**

In addition to abbreviated documentation, compile and submit:

9. Purchase orders, invoices, and receipts

10. Cashed checks

11. Check register

12. Consultant/sub-contractor invoices (with description of services)

13. Travel expense documentation: mileage reimbursement, hotel bill, meal reimbursement

**ACTION:**

Distribute this policy to all appropriate staff

**INQUIRIES:** Inquiries may be directed to OCCR Accounts Payable at:

OCCRAccountsPayable@occr.ocgov.com
SERVICE PLANNING AREAS

Exhibit 3

Cities of North Region
ANAHEIM
BREA
BUENAPARK
CYPRESS
FULLERTON
LA HABRA
LA PALMA
LOS ALAMITOS
ORANGE
PLACENTIA
ROSSMOOR CDP
STANTON
VILLA PARK
YORBA LINDA

Cities of Central Region
COSTA MESA
FOUNTAIN VALLEY
GARDEN GROVE
HUNTINGTON BEACH
MIDWAY CITY CDP
NEWPORT BEACH
NORTH TUSTIN CDP
SANTAANA
SEAL BEACH
TUSTIN
WESTMINSTER

Cities of South Region
ALISO VIEJO
COTO DE CAZA CDP
DANA POINT
IRVINE
LADERA RANCH CDP
LAGUNA BEACH
LAGUNA HILLS
LAGUNA NIGUEL
LAGUNA WOODS
LAKE FOREST
LAS FLORES CDP
MISSION VIEJO
RANCHO SANTA MARGARITA
SAN CLEMENTE
SAN JUAN CAPISTRANO

Unincorporated

Region
- North Region
- Central Region
- South Region

Health Policy Research and Communication, May 2017
CONTRACT # 18-23-0052-HEAP

FOR

Continuum of Care
Homeless Emergency Aid Program

BETWEEN

COUNTY OF ORANGE

AND

KINGDOM CAUSES, INC. dba CITY NET
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**ATTACHMENTS**

Attachment A - Scope of Services  
Attachment B - Payment/Compensation  
Attachment C - Budget Schedule  
Attachment D - Staffing Plan

**EXHIBITS**

Exhibit 1 – OC Community Resources Contract Reimbursement Policy  
Exhibit 2 – Drug Free Workplace Certification  
Exhibit 3 – Service Planning Areas
Contract # 18-23-0052-HEAP
with
Kingdon Causes, Inc. dba City Net
for
Continuum of Care – Homeless Emergency Aid Program

This Contract #18-23-0052-HEAP for Continuum of Care – Homeless Emergency Aid Program (hereinafter referred to as “Contract”) 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 by and through OC Community Resources (“OCCR”); hereinafter collectively referred to as “County” and Kingdom Causes, Inc. dba City Net, a private non-profit corporation in the State of California, with a place of business at 4508 Atlantic Ave., Suite 292, Long Beach, CA 90807-1520, DUNS #361759140 (hereinafter referred to as “Contractor”), with the County and Contractor sometimes referred to as “Party” or collectively as “Parties”.

ATTACHMENTS

This Contract is comprised of this document and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

Attachment A – Scope of Services
Attachment B – Payment/Compensation
Attachment C – Budget Schedule
Attachment D – Staffing Plan
Exhibit 1 – OC Community Resources Contract Reimbursement Policy
Exhibit 2 – Drug Free Workplace Certification
Exhibit 3 – Service Planning Areas

RECITALS

WHEREAS, Contractor and County are entering into this Contract for street outreach services using Continuum of Care – Homeless Emergency Aid Program funds, under a cost reimbursement Contract; and

WHEREAS, Contractor agrees to provide services pertaining to street outreach services under the Continuum of Care – Homeless Emergency Aid Program as further set forth in the Scope of Services (“Services”), attached hereto as Attachment A; and

WHEREAS, County agrees to pay Contractor as set forth in Payment/Compensation, attached hereto as Attachment B; and

WHEREAS, Contractor agrees to manage allotted funding set forth in the Budget Schedule, attached hereto as Attachment C; and

WHEREAS, Contractor agrees to provide staff set forth in the Staffing Plan, attached hereto as Attachment D; and
WHEREAS, the County Board of Supervisors has authorized the OC Community Resources Director or his designee to enter into a Contract for Continuum of Care – Homeless Emergency Aid Program with the Contractor to carry out certain program Services and activities for the Fiscal Years 2018-2019 and 2019-20.

NOW, THEREFORE, the Parties mutually agree as follows:

DEFINITIONS

“County’s Project Manager” means the OC Community Resources Director or designee, coordinating the HEAP funds under its regulations, and the Services provided by the County.

“County’s Contract Administrator” means the “Contract Administrator” who shall administer this Contract as is necessary or reasonable to comply with County policies.

“DUNS Number:” A unique 9-digit identifier issued and maintained by Dun & Bradstreet (D&B) that verifies the existence of a business entity. The DUNS number is needed to coordinate with the System for Award Management (SAM) that combines federal procurement systems and the Catalog of Federal Domestic Assistance into one new system. [https://www.SAM.gov](https://www.SAM.gov).

Service(s): the work or labor, including tasks and duties, and training being performed, or already performed to fulfill the requirements of this Contract including all obligations and responsibilities as set forth in the Scope of Services.

“Subcontractor or Subcontractors” means any entity that furnishes to Contractor Services or supplies relative to this Contract.
ARTICLES

General Terms and Conditions:

A. Governing Law and Venue: This Contract has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.

B. Entire Contract: This Contract, documents incorporated by reference, Attachments A, B, C, and D and Exhibits 1, 2 and 3 contain the entire Contract between the Parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County’s Contract Administrator.

C. Amendments: No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the Parties; no oral understanding or agreement not incorporated herein shall be binding on either of the Parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.

D. Intentionally left blank.

E. Delivery: Time of delivery of Services is of the essence in this Contract. County reserves the right to refuse any Services and to cancel all or any part of the Services not conforming to applicable specifications, drawings, samples or descriptions or Services that do not conform to the prescribed Scope of Services. Acceptance of any part of the order for Services shall not bind County to accept future shipments nor deprive it of the right to return Services already accepted at Contractor's expense. Over shipments and under shipments of Services shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all Services have actually been received and accepted in writing by County.

F. Acceptance Payment: Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the Services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.

G. Intentionally left blank.

H. Patent/Copyright Materials/Proprietary Infringement: Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through Services provided hereunder will not infringe upon or violate any patent,
proprietary right, or trade secret right of any third Party. Contractor agrees that, in accordance with
the more specific requirement contained in paragraph “Z” below, it shall indemnify, defend and hold
County and County Indemnitees harmless from any and all such claims and be responsible for
payment of all costs, damages, penalties and expenses related to or arising from such claim(s),
including, costs and expenses but not including attorney’s fees.

I. **Assignment:** The terms, covenants, and conditions contained herein shall apply to and bind the
heirs, successors, executors, administrators and assigns of the Parties. Furthermore, neither the
performance of this Contract nor any portion thereof may be assigned by Contractor without the
express written consent of County. Any attempt by Contractor to assign the performance or any
portion thereof of this Contract without the express written consent of County shall be invalid and
shall constitute a breach of this Contract.

J. **Non-Discrimination:** In the performance of this Contract, (e.g., delivery of Services as identified
in the Scope of Services) Contractor agrees that it will comply with the requirements of Section 1735
of the California Labor Code and not engage nor permit any Subcontractors to engage in
discrimination in employment of persons because of the race, religious creed, color, national origin,
ancestry, physical disability, mental disability, medical condition, marital status, or sex of such
persons. Contractor acknowledges that a violation of this provision shall subject Contractor to
penalties pursuant to Section 1741 of the California Labor Code. Contractor and its Subcontractors
shall comply with the provisions of Fair Employment and Housing Act (Government Code Section
12990 (a – f) et seq.) and the applicable regulations promulgated thereunder (California Code of
Regulations, Title 2, section 7285 et seq.). The applicable regulations of the Fair Employment and
Housing Commission implementing Government Code section 12990 (a -- ), set forth in Chapter 5
of Division 4 of Title 2 of the California Code of Regulations, are incorporated by reference into
this Contract bas if set forth in full. Contractor or its subcontractors shall give written notice of their
obligations under this clause to labor organizations with which they have a collective bargaining or
other agreements.

K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right
to immediately terminate this Contract without penalty for cause or after 30 days’ written notice
without cause, unless otherwise specified. Cause shall be defined as any material breach of contract,
any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to
terminate the Contract shall relieve County of all further obligation.

L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and
no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed
to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other,
whether express or implied, shall not constitute consent to, waiver of, or excuse for any other
different or subsequent breach.

M. **Independent Contractor:** Contractor shall be considered an independent contractor and neither
Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an
employee of County. Neither Contractor, its employees nor anyone working under Contractor shall
qualify for workers’ compensation or other fringe benefits of any kind through County.

N. **Performance Warranty:** Contractor shall warrant all work under this Contract, taking necessary
steps and precautions to perform the work to County’s satisfaction. Contractor shall be responsible
for the professional quality, technical assurance, timely completion and coordination of all documentation and other Services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by Subcontractors and shall make sure that Subcontractor(s) follow all requirements of performance under this Contract.

O. Insurance Requirements:
Prior to the provision of Services under this Contract, the Contractor agrees to purchase all required insurance at Contractor’s expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor shall maintain as required by law, unemployment and disability insurance and shall cause its Subcontractor to do the same. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this Contract. In addition, all Subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

Contractor shall ensure that all Subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor’s insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow Subcontractors to work if Subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every Subcontractor and to receive proof of insurance prior to allowing any Subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars ($50,000) shall specifically be approved by the County’s Risk Manager, or designee, upon review of Contractor’s current audited financial report. If Contractor’s SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

1) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Contractor’s, its agents, employee’s or Subcontractor’s performance of this Contract, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and

2) Contractor’s duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and

3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Contractor’s SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.
If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

**Qualified Insurer**

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business in the State of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

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<th>Coverage</th>
<th>Minimum Limits</th>
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<tr>
<td>Commercial General Liability</td>
<td>$1,000,000 per occurrence</td>
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<tr>
<td></td>
<td>$2,000,000 aggregate</td>
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<tr>
<td>Automobile Liability including coverage</td>
<td>$1,000,000 per occurrence</td>
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<td>for owned, non-owned and hired vehicles</td>
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<tr>
<td>Workers Compensation</td>
<td>Statutory</td>
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<tr>
<td>Employers Liability Insurance</td>
<td>$1,000,000 per occurrence</td>
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<tr>
<td>Network Security &amp; Privacy Liability</td>
<td>$1,000,000 per claims-made</td>
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<tr>
<td>Employee Dishonesty (if applicable)</td>
<td>$100,000 per occurrence (limit Commensurate with exposure)</td>
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**Required Coverage Forms**

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

**Required Endorsements**

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the **County of Orange its elected and appointed officials, officers, agents**
and employees as Additional Insureds, or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.

2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor’s insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the Certificate of Insurance:

1) An Additional Insured endorsement naming the County of Orange, its elected and appointed officials, officers, agents and employees as Additional Insureds for its vicarious liability.

2) A primary and non-contributing endorsement evidencing that the Contractor’s insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers’ Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

The County of Orange shall be the loss payee on the Employee Dishonesty coverage. A Loss Payee endorsement evidencing that the County of Orange is a Loss Payee shall accompany the Certificate of Insurance.

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

If Contractor’s Network Security & Privacy Liability are “Claims-Made” policy(ies), Contractor shall agree to maintain coverage for two (2) years following the completion of the Contract.

The Commercial General Liability policy shall contain a severability of interests clause also known as a “separation of insureds” clause (standard in the ISO CG 0001 policy).
Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by the Contract Administrator, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

P. **Changes:** Contractor shall make no changes in the work or perform any additional work without the County’s specific written approval.

Q. **Change of Ownership/Name, Litigation Status, Conflicts with County Interests:** Contractor agrees that if there is a change or transfer in ownership of Contractor’s business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor’s duties and obligations contained in this Contract and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of Services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor’s status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a Party to any litigation against the County, or a Party to litigation that may reasonably affect the Contractor’s performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor’s name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.
The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor’s employees, agents, and Subcontractors associated with the provision of Services provided under this Contract. The Contractor’s efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of Services under the Contract.

R. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails itself of any available remedies.

S. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor’s staff, agents and employees.

T. **Compliance with Laws:** Contractor represents and warrants that Services to be provided under this Contract whether performed by Contractor or its subcontractors, (e.g., Services identified in Attachment A the Scope of Services of this Contract) shall fully comply, at Contractor’s expense, with all standards, federal and state laws, statutes, restrictions, ordinances, local housing and building codes, requirements, and regulations (collectively “laws”), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the Services at the time Services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph “Z” below, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

U. **Intentionally left blank.**

V. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

W. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each Party shall bear their own attorney’s fees, costs and expenses.
X. **Interpretation:** This Contract has been negotiated at arm’s length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each Party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each Party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other Party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the Party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the Parties and this Contract.

Y. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all federal and state statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County and its County Indemnities, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or County Indemnities or its agents or any combination of the three in connection with any alleged violation of any federal or state statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

Z. **Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County’s Board of Supervisors acts as the governing Board (“County Indemnites”) harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the Services, products or other performance provided by Contractor, its agents, affiliates, employees, or any Subcontractor(s), pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnites, Contractor and County agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment.

AA. **Audits/Inspections:** Contractor agrees to permit the County’s Auditor-Controller or the Auditor-Controller’s authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract.
including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the Contractor’s records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of five years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor’s records pertaining to this Contract shall be forwarded to the County’s Project Manager.

**BB. Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon receipt of funds from, and/or obligation of funds by, Federal, State of California and/or local funds to County; and inclusion of sufficient funding for the Services hereunder in the Budget Schedule approved by County’s Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are delayed, not forthcoming, or are otherwise limited, County may delay reimbursement to Contractor, immediately terminate or modify this Contract without penalty.

**CC. Expenditure Limit:** The Contractor shall notify the County of Orange assigned Contract Administrator in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for Services exceeding the dollar limit on the Contract unless a written and approved change order to cover those costs has been issued. Board of Supervisor approval may be required.

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Additional Terms and Conditions:

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County will procure Services from Contractor as further detailed in the Scope of Services, identified and incorporated herein by this reference as “Attachment A”.

2. **Term of Contract:** This Contract shall commence on May 1, 2019 and continue through April 30, 2020, unless otherwise terminated by the County.

3. **Renewal:** This Contract may be renewed by mutual written agreement of both Parties for one additional one-year term. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.

4. **Maximum Obligation:**
   The total Maximum Obligation of County to the Contractor for the cost of Services provided in accordance with this Contract is $350,000, as further detailed in the Budget Schedule, identified and incorporated herein by this reference as Attachment “C”.

5. **Amendments - Changes/Extra Work:**
   The Contractor shall make no changes to this Contract without the County’s written consent. In the event that there are new or unforeseen requirements, the County has the discretion with the Contractor’s concurrence, to make changes at any time without changing the scope of services or price of the Contract.

   If County-initiated changes or changes in laws or government regulations affect price, the Contractor’s ability to deliver Services, or the project schedule, the Contractor will give County written notice no later ten (10) days from the date the law or regulation went into effect or the date the change was proposed and Contractor was notified of the change, such changes shall be agreed to in writing and incorporated into a Contract amendment. Said amendment shall be issued by the County-assigned Contract Administrator, shall require the mutual consent of all Parties, and may be subject to approval by the County Board of supervisors. Nothing herein shall prohibit the Contractor from proceeding with the work as originally set forth or as previously amended in this Contract.

6. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

   a) Terminate the Contract immediately, pursuant to Section K herein;

   b) Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;

   c) Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and

   Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
7. **Conditions Affecting Work:**
   The Contractor shall be responsible for taking all steps reasonably necessary, to ascertain the nature and location of the work to be performed under this Contract; and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.

8. **Civil Rights:** Contractor attests that Services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and Federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.

9. **Conflict of Interest – Contractor’s Personnel:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor’s employees, agents, and subcontractors associated with accomplishing work and Services hereunder. The Contractor’s efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of the County. Contractor and its subcontractor(s) should comply with provisions of the California Political Reform Act, Government Code Section 87100 et seq., Government Code Section 1090, if applicable.

10. **Conflict of Interest – County Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.

11. **Consulting Contract – Follow-On Work:**
    No person, firm, subsidiary or Subcontractor of a firm that has been awarded a consulting services contract or a contract which includes a consulting component may be awarded a Contract for the performance of Services, the purchase of Services, or the provision of any other related action which arises from or can reasonably be deemed an end-product of work performed under the initial consulting to consulting-related Contract.

12. **Project Manager, County**
    The County shall appoint a Project Manager to act as liaison between the County and the Contractor during the term of this Contract. The County’s Project Manager shall coordinate the activities of the County staff assigned to work with the Contractor.

    The County’s Project Manager, in consultation and agreement with the County, shall have the right to require the removal and replacement of the Contractor’s Project Manager and key personnel. The County’s Project Manager shall notify the Contractor in writing of such action. The Contractor shall
accomplish the removal within three (3) business days after written notice from the County’s Project Manager. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor’s Project Manager from providing further Services under the Contract.

13. **Contractor’s Project Manager and Key Personnel:** Contractor shall appoint a Project Manager to direct the Contractor’s efforts in fulfilling Contractor’s obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County’s Project Manager, which consent shall not be unreasonably withheld.

The Contractor’s Project Manager, in consultation and agreement with County, shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and Services to meet the project time lines.

14. **Contractor Personnel – Reference Checks:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract.

15. **County of Orange Child Support Enforcement:** Contractor certifies it is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of the Contract with the County of Orange. Failure to comply shall constitute a material breach of the Contract and failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.

16. **Data – Title To:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.

17. **Licenses:** At its own expense, Contractor and its Subcontractors, if any, shall, at all time during the term of this Contract, maintain in full force and effect such licenses or permits as may be required by the State of California or any other government entity. Contractor and its Subcontractors, if any, shall strictly adhere to, and obey, all governmental rules and regulations now in effect or as subsequently enacted or modified, as promulgated by any local, State, or Federal governmental entity.

18. **Disputes – Contract:**

   A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor’s Project Manager and the County’s Project Manager, such matter shall be brought to the attention of the Contract Administrator by way of the following process:
1. The Contractor shall submit to the agency/department assigned Contract Administrator a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.

2. The Contractor’s written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.

B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the provision of Services. The Contractor’s failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the Director. If the County fails to render a decision within 90 days after receipt of the Contractor’s demand, it shall be deemed a final decision adverse to the Contractor’s contentions. Nothing in this section shall be construed as affecting the County’s right to terminate the Contract for cause or termination for convenience as stated in Section K herein.

19. **EDD Independent Contractor Reporting Requirements:** Effective January 1, 2001, the County of Orange is required to file in accordance with subdivision (a) of Section 6041A of the Internal Revenue Code for Services received from a “service provider” to whom the County pays $600 or more or with whom the County enters into a contract for $600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term “service provider” is defined in California Unemployment Insurance Code Section 1088.8, Subparagraph B.2 as “an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for Services performed for that service recipient within or without the State.” The term is further defined by the California Employment Development Department to refer specifically to independent Contractors. An independent Contractor is defined as “an individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes a contract for Services performed for that ... government entity either in or outside of California.”

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at [http://www.edd.ca.gov/Employer_Services.htm](http://www.edd.ca.gov/Employer_Services.htm).

20. **Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County is declared a disaster area by the County, state or federal government, this Contract may be subjected
to unusual usage. The Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to serving the County’s needs regardless of the circumstances. If the Contractor is unable to supply the Services under the terms of the Contract, then the Contractor shall provide proof of such disruption and a copy of the invoice for the Services from the Contractor’s supplier(s). Additional profit margin as a result of supplying Services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Contractor shall show both the emergency purchase order number and the Contract number.

21. Errors and Omissions: All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as Project Manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor’s reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor after County approval thereof, County approval of Contractor’s reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.

22. Non-Supplantation of Funds: Contractor shall not supplant any federal, state, or County funds intended for the purposes of this Contract with any funds made available under this Contract. Contractor shall not claim reimbursement from County for, or apply sums received from County with respect to, that portion of its obligations which have been paid by another source of revenue. Contractor agrees that it shall not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for the purposes of obtaining federal, state, or County funds under any federal, state, or County program without prior written approval from the County.

23. Satisfactory Work: Services rendered hereunder are to be performed to the written satisfaction of County. County’s staff will interpret all reports and determine the quality, acceptability and progress of the Services rendered.

24. Access and Records:

   A. County, the state of California and the United States Government and/or their representatives, shall have access, for purposes of monitoring, auditing, and examining, to Contractor’s activities, books, documents and papers (including computer records and emails) and to records of Contractor’s subcontractors, consultants, contracted employees, bookkeepers, accountants, employees and participants related to this Contract. Contractor shall insert this condition in each Contract between Contractor and a subcontractor that is pursuant to this Contract shall require the subcontractor to agree to this condition. Such departments or representatives shall have the right to make excerpts, transcripts and photocopies of such records and to schedule on site monitoring at their discretion. Monitoring activities also may include, but are not limited to, questioning employees and participants and entering any premises or onto any site in which any of the Services or
activities funded hereunder are conducted or in which any of the records of Contractor are kept. Contractor shall make available its books, documents, papers, financial records, etc., within three (3) days after receipt of written demand by Director which shall be deemed received upon date of sending. In the event Contractor does not make the above referenced documents available within the County of Orange, California, Contractor agrees to pay all necessary and reasonable expenses incurred by County, or County’s designee, in conducting any audit at the location where said records and books of account are maintained.

B. **Records Retention.** All accounting records and evidence pertaining to all costs of Contractor and all documents related to this Contract shall be kept available at Contractor’s office or place of business for the duration of this Contract and thereafter for five (5) years after completion of an audit. Records which relate to: (1) complaints, claims, administrative proceedings or litigation arising out of the performance of this Contract; or (2) costs and expenses of this Contract to which County or any other governmental department takes exception, shall be retained beyond the five (5) years until final resolution or disposition of such appeals, litigation, claims, or exceptions.

C. **Liability.** Contractor shall pay to County the full amount of County’s liability to the state or federal government or any department thereof resulting from any disallowance or other audit exceptions to the extent that such liability is attributable to Contractor’s failure to perform under this Contract.

25. **Signature in Counterparts:** The Parties agree that separate copies of this Contract and/or electronic signatures and handwritten signatures may be signed by each of the Parties, and this Contract will have the same force and effect as if the Original had been signed by all the Parties.

26. **Reports/Meetings:** The Contractor shall develop reports and any other relevant documents necessary to complete the Services and requirements as set forth in this contract. The County’s Project Manager and the Contractor’s Project Manager will meet on reasonable notice to discuss the Contractor’s performance and progress under this contract. If requested, the Contractor’s Project Manager and other project personnel shall attend all meetings. The Contractor shall provide such information that is requested by the County for the purpose of monitoring progress under this contract.

27. **Subcontracting:** No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to subcontract any performance of this Contract without the express written consent of the County shall be invalid and shall constitute a breach of this Contract.

In the event that the Contractor is authorized by the County to subcontract, this Contract shall take precedence over the terms of the Contract between Contractor and Subcontractor, and shall incorporate by reference the terms of this Contract. The County shall look to the Contractor for performance and indemnification and not deal directly with any Subcontractor. All work performed by a subcontractor must meet the approval of the County of Orange. Contractor shall procure Subcontractors pursuant to applicable state, federal and local procurement statutes, laws, regulations and requirements.
28. **Equal Employment Opportunity:** The Contractor shall comply with U.S. Executive Order 11246 entitled, “Equal Employment Opportunity” as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable State of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

29. **Gratuities:** The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any Services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

30. **News/Information Release:** The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County.

31. **Notices:** Any and all notices, requests, demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the Parties routine exchange of information and cooperation 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 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.

For County:

OC Community Resources
Housing and Community Development/ Homeless Services, Project Manager
1300 S. Grand Ave. Bldg. B, 3rd Floor
Santa Ana, CA 92705-4407

OC Community Resources
Contract Development and Management
Contract Administrator
1501 East St. Andrew Place, 1st Floor
Santa Ana, CA 92705-4930

For Contractor:

Kingdom Causes, Inc. dba City Net
4508 Atlantic Ave., Suite 292
Long Beach, CA 90807-1520
Attn: Executive Director

32. Ownership of Documents: The County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remains the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Contractor without the express written consent of the County.

33. Precedence: The Contract documents consist of this Contract and its attachments and exhibits. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the attachments and exhibits.

34. Termination – Orderly: After receipt of a termination notice from the County of Orange, the Contractor may submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination County agrees to pay the Contractor for all Services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each Party shall promptly return to the other Party all papers, materials, and other properties of the other held by each for purposes of performance of the Contract.

35. Non-Exclusivity: As long as the Contractor’s or its licensor’s confidential information are not infringed, nothing herein shall prevent the County from providing for itself or obtaining from any third party, at any time during the during the term of this Contract or thereafter, Services, or any type of products or services in any way analogous, similar, or comparable to the Services herein, as applicable, or any other products or services. Nor shall anything in this Contract be construed or
interpreted as limiting the County’s right or ability during the term of this Contract to increase or decrease its demand for Services hereunder.

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Program Specific Terms and Conditions:

36. **Debarment:** Contractor certifies that it is not debarred or suspended or otherwise excluded from or ineligible for participation in federal/state assistance programs in accordance with 29 CFR Part 98.

37. **Fraud:** Contractor shall immediately report all suspected or known instances and facts concerning possible fraud, abuse or criminal activity under this Contract. Contractor shall inform staff and the general public of how to report fraud, waste or abuse through appropriate postings of incident reporting notice. The County’s Anti-Fraud Program can be accessed through: http://ocgov.com/gov/risk/programs/antifraud.

38. **Fiscal Accountability:**

   A. **Financial Management System:** Contractor shall establish and maintain a sound financial management system, based upon generally accepted accounting principles. Contractor’s system shall provide fiscal control and accounting procedures that will include the following:
      i. Information pertaining to tuition rates, payments, and educational assistance payments; and
      ii. Source documentation to support accounting records; and
      iii. Proper charging of costs and cost allocation.

   B. **Contractor’s Record:** Contractor’s records shall be sufficient to:
      i. Permit preparation of required reports; and
      ii. Permit tracking of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable restrictions on the use of such funds; and
      iii. Permit the tracking of program income, or profits earned, and any costs incurred (such as stand-in costs) that are otherwise allowable except for; and
      iv. Permit tracking and reporting of leveraging as required.

   C. **Costs Charged:** Cost shall be charged to this contract only in accordance with the County and other requirements as required by funding source(s).

39. **Performance Standards:** Contractor shall comply with and adhere to the performance accountability standards as described in this Contract and applicable regulations and the activity levels to be utilized by County for program evaluation and monitoring.

40. **Budget Schedule:** Contractor agrees that the expenditures of any and all funds under this Contract will be in accordance with the Budget Schedule, a copy of which is attached hereto as Attachment C, and which by this reference is incorporated herein and made a part hereof as if fully set forth.

41. **Payment Requirements:**
If funding levels are significantly affected by state or federal budget and funds are not allocated and available for the continuance of the function performed by Contractor, the Contract may be terminated by the County at the end of the period for which funds are available. The County shall notify Contractor at the earliest possible time of any Service, which will or may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised and the County shall not be obligated nor liable for any damages as a result of termination under this
provision of this Contract, and nothing herein shall be construed as obligating the County to expend or as involving the County in any Contract or other obligation for future payment of money in excess of appropriations authorized by law.

A. Contract Amount: It is expressly agreed and understood that the total amount to be paid by County under this Contract shall not exceed the total County funding as set forth in Attachment B - Payment/Compensation to Contractor attached hereto and incorporated herein by reference.

B. County will reclaim any unused balance of funds for reallocation to other County approved projects.

C. Payment of Project Activities:

1. Payment of Project Activities: County will reimburse Contractor for eligible project-related costs only. Contractor shall submit requests for reimbursement to County on a monthly basis beginning on June 1, 2019, and must provide adequate documentation as required by County in accordance with the OC Community Resources Contract Reimbursement Policy, as set forth in Exhibit 1, attached hereto and incorporated herein by reference. In addition, Contractor will provide a monthly performance report by the 20th of the month for the preceding month of Services, as prescribed by County. Failure to provide any of the required documentation and reporting will cause County to withhold all or a portion of a request for reimbursement, or return the entire reimbursement package to Contractor, until such documentation and reporting has been received and approved by County.

2. If Contractor has no request for reimbursement during any quarter during the term of this Contract, a monthly performance report, including and explanation as to why no invoices were being processed, shall be required in lieu of a request for reimbursement.

3. Contractor will have forty-five (45) days following the expiration of the Contract to submit outstanding invoices for reimbursement of eligible costs incurred during the Contract period. After the forty-five (45) day period for submitting invoices has expired, County shall reallocate the remaining balance under this Contract for other program purposes and Contractor shall be ineligible for any further reimbursement.

D. Funds shall not be disbursed for any costs incurred prior to the certification by County of Certificate(s) of Insurance as further defined in Paragraph O “Insurance Requirements” of this Contract.

E. Eligible costs related to Services provided by Contractor must be incurred during the period beginning May 1, 2019. The Project shall be completed and all funds provided through this Contract shall be expended on eligible Project activities through and including April 30, 2020.

F. If any portion of HEAP funds transferred from or paid by the County to the Contractor are deemed ineligible for a particular use or purpose, Contractor shall return said funds to County within 90 days of County’s written request for reimbursement.

G. ADVANCE - Notwithstanding Paragraph 41.C above, upon written request and justification of an immediate need based upon cash forecasting from Contractor, County
may advance to Contractor a sum not to exceed one-sixth (1/6th) of County’s maximum obligation hereunder, a total of $58,333 (Fifty-Eight Three Hundred Thirty-Three Dollars). Project Manager shall reduce the amount of monthly payments in the seventh, eighth, ninth, tenth, and eleventh months by twenty percent (20%) of any advance payment, under Paragraph 41.C above, to recover any outstanding advance or part thereof. Such recovery may not exceed the total of all outstanding advances. No monthly payment shall be made to Contractor which would result in less money remaining unpaid to Contractor than the total of advances made to Contractor.

42. Modification of Budget: Upon written approval of County, Contractor shall have the authority to transfer allocated program funds from one category of the overall program Budget to another category of the overall Budget. No such transfer may be made without the express prior written approval of County. A modification of the budget may include the addition of any new budget category.

43. Performance: Contractor shall provide the oversight, administration, and project management necessary to accomplish all contracted activities in a timely manner. Contractor also agrees to comply with all applicable federal, state, and local laws and regulations governing the funds provided under this Contract. The performance of work and Services pursuant to this Contract by Contractor and its Subcontractor(s), if any, shall conform to accepted professional standards associated with all Services provided under this Contract. Contractor shall resolve all issues regarding the performance of Contractor and its Subcontractors, if any, under this Contract using good administrative practices and sound judgment. Contractor shall be accountable to County for the proper use of funds provided to Contractor pursuant to this Contract and for the performance of all work (e.g., Services as identified in the Scope of Services) pursuant to this Contract.

44. Drug-Free Workplace: The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace as set forth in Exhibit 2, attached hereto and incorporated herein by reference.

45. Publicity, Literature, Advertisements, and Social Media:

A. County owns all rights to the name, logos, seal and symbols of County. The use and/or reproduction of County’s name, seal, logos, or symbols for any purpose, including commercial advertisement, promotional purposes, announcements, displays, or press releases, without County’s prior written consent is expressly prohibited.

B. Contractor may develop and publish information related to this Contract where all of the following conditions are satisfied:
   1. County provides its written approval of the content and publication of the information at least 30 days prior to Contractor publishing the information, unless a difference timeframe for approval is agreed upon by the County;
   2. Unless directed otherwise by County, the information includes a statement that the program, wholly or in part, is funded through County, State and Federal government funds [funds identified as applicable];
3. The information does not give the appearance that the County, its officers, employees, or agencies endorse:
   a. any commercial product or service; and,
   b. any product or service provided by Contractor, unless approved in writing by County; and,

4. If Contractor uses social media (such as Facebook, Twitter, YouTube or other publicly available social media sites) to publish information related to this Contract, Contractor shall develop social media policies and procedures and have them available to County. 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 Contract. The policy is available on the Internet at http://www.ocgov.com/gov/ceo/cio/govpolicies.

46. **D-U-N-S Number and Related Information:**

D-U-N-S Number is a unique, 9-digit identifier issued and maintained by the Dun & Bradstreet (D&B) that verifies the existence of a business entity. The D-U-N-S number is needed to coordinate with the System for Award Management (SAM) that combines Federal procurement systems and the Catalog of Federal Domestic Assistance into one new system. https://www.SAM.gov

The D-U-N-S Number must be provided to County at the County’s request and prior to the execution of this Contract. Contractor shall ensure all D-U-N-S information is up to date and the D-U-N-S number status is “active,” with no active exclusions prior to execution of this Contract. If County cannot access the Contractor’s D-U-N-S information related to this Federal subaward on the Federal Funding Accountability and Transparency Act subaward Reporting system (SAM.GOV) due to errors in the Subrecipient’s data entry for its D-U-N-S number, the Contractor/Subrecipient must immediately update the information as required.

The County reserves the right to verify and validate any information prior to contract award and during the entire term of the Contract.

47. **Compliance with the Law:**

Contractor hereby acknowledges that in addition to Article X of this Contract, in particular, Contractor warrants that the Services rendered complies with applicable requirements issued by the California State from time to time regarding HEAP, the state and federal law and regulation, including but not limited to Section 65913.4 of the Government Code, Chapter 5 (commencing with section 50210) part 1 Division 31 of the Health and Safety Code, section 50472 of Health and Safety Code; Chapter 2.8 (commencing with Section 50490) is added to Part 2 of Division 31 of the Health and Safety Code; Section 50710.3 of Health and Safety Code; Section 50717 of the Health and Safety Code; Section 8257 of the Welfare and Institutions Code; Item 2240-105-0001 of Section 2.00 of the Budget Act of 2016, as amended; California Senate Bill 850 Housing, 24 Code of Federal Regulations (CFR), Parts 91 and 576, as well as 25 California Code of Regulations (CCR), Section 8400 et seq. If permitted to subcontract, the Contractor shall comply with all applicable procurement requirements including but not limited to 24 C.F.R. part 85. Contractor hereby warrants that the funds received under this Contract shall not be used for costs associated with activities in violation of any law or for any activity not consistent with the intent of the federal/state fund granted and the eligible used identified in Health and Safety Code Section 50214. Contractor shall also be responsible for obtaining any and all permits, licenses, and approvals required for
performing any activities under this Contract, including those necessary to design, construct, operate, and maintenance of the activities stated in the Scope of Work. Contractor shall be responsible or observing and complying with any applicable federal, state, and local laws, rules or regulation affecting any such work, specifically those including, but not limited to, environmental protection, procurement, and safety laws, rules regulations, and ordinances. Contractor shall provide copies of the permits and approvals to the County upon request. Contractor hereby warrants that all Services provided shall comply with all applicable requirements as set forth in the State Standard Agreement 18-HEAP-00026, incorporated herein by reference as though those requirements are set forth herein.

48. Confidentiality: in addition to confidentiality provision of Article S, Contractor shall ensure the confidentiality, protection and preservation of (1) the County’s Confidential Information (defined below) and (2) any information of a confidential, sensitive, and/or proprietary nature, which may be disclosed or made available to Contractor, its Subcontractors for their performance of Services under this Contract, and all related subordinate agreements (collectively, the “Purpose”).

a. “Confidential Information” means all non-public information, material, or documents, of any kind, obtained from any participant of the Services, obtained from County or on behalf of the County, and any information obtained in performance of this Contract, through any medium that is:
   i. Designated in writing as “confidential” or “private” at the time of its disclosure; or
   ii. Exploitable data, information protected by privacy law, or other information that is treated as confidential by the County, including all personally identifiable information or protected health information or data that is prohibited from being disclosed for any reason pursuant to law, statute, regulation, ordinance, or contract; or
   iii. Any information that a reasonable person would consider confidential whether or not it is designated as such.

b. Obligations of Confidence: Except as expressly permitted or further restricted by this provision, Contractor/Subrecipient agrees as recipient of the Confidential Information that it will: (a) not disclose such Confidential Information to any third parties, and (b) exercise the same degree of care to protect such Confidential Information from any possession, use or disclosure not expressly permitted by this Contract, that Contractor/Subrecipient generally uses to protect its own information of similar nature, but in any event no less than a reasonable standard of care.

c. Limited Permitted Use and Disclosure: Contractor may possess, use, and disclose Confidential Information obtained through this Contract only as follows:
   i. Possession and Use: Contractor may possess, use and reproduce Confidential Information solely for the Purpose. Contractor/Subrecipient shall not use the Confidential Information for any other purpose.
   ii. Disclosure: Contractor may, with the express written consent of the County, disclose Confidential Information to its Affiliates (defined below) and employees on a strict "need to know" basis and solely for the Purpose and in the course of providing the Services, provided that each such entity/person to whom such disclosure is made is notified of the confidential nature of the disclosure and is
under an obligation to hold the Confidential Information in confidence under terms and conditions at least as restrictive as the terms and conditions of this Contract. “Affiliate” means Contractor’s parent or subsidiary company or a corporate affiliate that controls, is controlled by or under common control with Contractor.

iii. Legally Required Disclosure: Disclosure of any Confidential Information by Contractor shall not be precluded if such disclosure is required of Contractor pursuant to court or administrative order, but only to the extent required and provided that Contractor in each instance before making such disclosure first (i) promptly upon receipt of such order notifies County of such order in writing; and (ii) reasonably cooperates with County in making, if available under applicable law, a good faith effort to obtain a protective order or other appropriate determination against or limiting disclosure or use of the Confidential Information, at no cost to County.

iv. Exceptions to Confidentiality: Notwithstanding any other provisions of this Contract, each Party acknowledges that Confidential Information shall not include any information which:
1. is now or becomes part of the public domain through no fault or omission of the Contractor;
2. is already known by the Contractor prior to the disclosure without restriction on disclosure;
3. is lawfully received, without obligation of confidentiality, by the Contractor from others; or
4. is independently developed by or for the Contractor without use of or reference to the County’s Confidential Information.

v. Return or Secure Destruction of Confidential Information: Upon the earlier of: the expiration of this Contract or the request (at any time) of County, the Contractor shall, at the County’s option and pursuant to the County’s written authorization, either: (a) promptly securely destroy all copies of the Confidential Information obtained from the County or furnished to the Contractor, or Contractor’s approved Affiliates and employees, and confirm such destruction to the County in writing, or (b) return to the County all Confidential Information obtained from the County or furnished to the Contractor and Contractor’s approved Affiliates and employees, and confirm such return to the County in writing.

d. Responsibility for Others: Contractor shall be fully responsible for the acts, omissions, breaches, violations of law, and unauthorized uses or disclosures of the County’s Confidential Information by its employees and duly approved Affiliates, agents, and subcontractors (all, as relevant and if any).

e. Survival of Confidentiality Obligations: Contractor’s confidentiality obligations in this Contract and the obligations of this provision shall survive the termination or expiration of the Contract and all related subordinate contracts. Contractor shall keep the County’s Confidential Information confidential indefinitely.
IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and hereby cause this Contract to be executed.

Kingdom Causes, Inc. dba City Net

By: _____________________________
Name: ____________________________
Title: _____________________________
Dated: ____________________________

*For Contractors that are corporations, signature requirements are as follows: 1) One signature by the Chairman of the Board, the President or any Vice President; and 2) One signature by the secretary, any Assistant secretary, the Chief Financial Officer or an Assistant Treasurer.

For Contractors that are not corporations, the person who has authority to bind the Contractor to a contract, must sign on one of the lines above.

County of Orange
A Political Subdivision of the State of California

By: _____________________________
Dated: ____________________________
Dylan Wright, Director
OC Community Resources

APPROVED AS TO FORM

By: _____________________________
Dated: ____________________________
Deputy County Counsel
ATTACHMENT A

SCOPE OF SERVICES

1. **Scope of Services Summary**
   A. **Activities:**
      Contractor shall perform all services set forth herein; and is responsible for administering the program funded with Homeless Emergency Aid Program (“HEAP”) funds, as described as follows, in a manner satisfactory to the County and consistent with any standards required as a condition of providing the HEAP funds.

   B. **Program Description:**
      Contractor, pursuant to requirements set forth in the Scope of Services, will provide street outreach and case management services to those experiencing homelessness and connect them to appropriate services and level of care such as treatment, emergency shelter, permanent supportive housing, etc., (“Level of Care”) for the Central Service Planning Area identified in Exhibit “3” (“Program”).

   C. **Eligible Participants:**
      For the purposes of the Program, a person/household is considered to be homeless only when he/she/they lack(s) a fixed, regular and adequate nighttime residence and reside(s) in a place not meant for human habitation, such as cars, parks, sidewalks, abandoned buildings, motels, or other shelters, or for reference as further defined in 24 CFR Parts 576.20 and 578.3.

   D. **Use of Funds:**
      HEAP funds will be used to provide emergency services, such as, case management and connection to the most appropriate Level of Care. Said services and operations shall be engagement rich to provide people experiencing homelessness a pathway to service connections, health care, housing and stability.

   E. **Reporting:**
      Contractor is required to submit monthly written reports as indicated below.

2. **Program Staff:**
   Contractor’s street outreach team, providing the Program will consist at minimum of a case manager, an engagement specialist, a housing navigator and a project leadership as identified in Attachment “D”, Staffing Plan.
3. **Description of Services/Contractor Responsibilities**

The Program will meet the County’s need to provide street outreach and to connect those experiencing homelessness to the appropriate Level of Care.

A. **Program Essential Requirements:**

Contractor shall:

1. Ensure that the Program will be in operation Monday - Friday (8 hours a day).
2. Engage in face-to-face street outreach.
3. Follow up with eligible participants to connect the eligible participants to the appropriate Level of Care.
4. Provide referrals that meets the eligible participants’ medical, mental and other needs and assist the eligible participants in obtaining the necessary services.
5. Contractor shall collaborate with County on Coordinated Entry System and Orange County Continuum of Care services/efforts and committees.
6. Provide coordination of regional navigation support for Central Service Planning Area.
   a. Provide service navigation to region.
   b. Assist County in responding to hotspots.

B. **Program Administrative Management Tasks**

Contractor shall:

1. Take appropriate action for medical/mental health emergencies.
2. Operate, maintain, coordinate and staff the resources of the Program.
3. Coordinate with County agencies engaged with those experiencing homelessness including but not limited to, Health Care Agency, Social Services Agency, and OC Community Resources, and will also, engage local agencies, social services programs and volunteers to assist with program services.
4. Provide supplies and equipment as needed.
5. Track program costs.
6. Review all billings and assure payments, if applicable.
7. Provide training as needed to staff, and direction to engaged community groups and volunteers, as appropriate.
8. Complete report on activities, unduplicated individuals served and costs of operation, as requested by County.
9. Contractor will enter the data in the Homeless Management Information System (HMIS) and adhere to all implementation guidelines developed under the County of Orange Continuum of Care and per 211OC HMIS standards or amended HMIS standards as amended from time to time. Contractor will utilize the County’s ArcGIS Survey 1,2,3 Application to track and report on outreach contacts. The questions on the ArcGIS Survey 1,2,3 Application will be determined by the County and will be made available real time to County staff.
C. Program Performance Metrics Requirements

1. Contractor shall have a target of ten (10) street exits per month.
2. Contractor is required to submit written reports on a monthly basis, in a form mutually agreed upon by Contractor and County. Monthly report will include but it is not limited to:
   a. Number of street outreach contacts.
   b. Number of homeless individuals’ placement into residential programs (emergency shelter, recovery, board and care, and etc.) and location of residential placements;
   c. And other data points as agreed upon with the County.
   d. Data and due dates for the monthly reports will be items mutually agreed upon with the County and data collected through HMIS and the ArcGIS Survey 1, 2, 3 County Application.

4. Contractor’s Additional Responsibilities/ Contractor’s Program Design

A. Case Management Services – Contractor shall provide Case Management services to homeless / chronically homeless individuals who are engaged. The case managers will aid in triaging participants to services that best meet their needs, and then link them to those area services. The goal is to provide progressive engagement to chronically homeless who are challenging to serve and reluctant to seek assistance due to mental health challenges, substance use, and chronic health conditions. Case managers may also help divert people from shelter through family reunification and other means.

B. Contractor acknowledges that they are required to collaborate with other homeless services agencies.

C. Contractor shall comply with all applicable federal, State of California, and local laws and regulations including HEAP requirements.

D. Contractor will partner with medical or law enforcement in the event of an emergency. With the nature of the population being served on the streets, there is a need to take precautions, should a medical need or emergency arise. The first reaction for any emergency situation would be to call 9-1-1. Staff and volunteers at these sites will be provided with additional emergency contact numbers. All staff and volunteers at the Program shall be trained on the appropriate emergency procedures in order to handle crisis situations in the most effective manner possible.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK
ATTACHMENT B
PAYMENT/COMPENSATION

1. **COMPENSATION:**

   This is a cost reimbursable Contract between the County and the Contractor for up to $350,000 for the period of May 1, 2019 through April 30, 2020, as set forth in Attachment A - Scope of Services attached hereto and incorporated herein by reference. 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.

2. **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.

3. **PAYMENT TERMS:**

   An invoice for the reimbursable costs shall be submitted monthly to the address specified and approval of the County Project Manager. Contractor shall reference Contract number on invoice. 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 Orange County Homeless, Housing and Community Development and subject to routine processing requirements of the County. 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 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 services.

   Invoice(s) are to be sent to:
   OC Community Resources
   1770 North Broadway, 4th floor
   Santa Ana, CA 92706-2642
   Attention: Accounts Payable
4. **INVOICING INSTRUCTIONS:**

Further instructions regarding invoicing/reimbursement as set forth in Exhibit 1 - OC Community Resources Contract Reimbursement Policy, are attached hereto and incorporated herein by reference.

The Contractor will provide an invoice on Contractor’s letterhead for services rendered. Each invoice will have a number and will include the following information:

The Demand Letter/Invoice must include

1. Contractor’s name and address
2. Contractor’s remittance address (if different from 1 above)
3. Name of County Agency Department
4. COUNTY CONTRACT/MASTER AGREEMENT number
5. Service date(s) – Month of Service
6. Rate
7. Delivery Order (DO) / Subordinate Agreement Number
8. Deliverables / Service description (in accordance with Attachment A)
9. Contractor’s Federal I. D. number
10. Total

5. **OC COMMUNITY RESOURCES CONTRACT REIMBURSEMENT POLICY:**

Further instructions regarding invoicing/reimbursements as set forth in Exhibit 1 – OC Community Resources Contract Reimbursement Policy, are attached hereto and incorporated herein by reference.
1. **Budget Schedule**
   
   **A. Anticipated Administration and Program Cost Budget**

<table>
<thead>
<tr>
<th>Project Activity</th>
<th>Staffing Labor, Benefits and Contract Labor</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 FTE – Case Manager</td>
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<td></td>
</tr>
<tr>
<td>1 FTE – Engagement Specialist</td>
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<td>1 FTE – Housing Navigator</td>
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<tr>
<td>1 FTE – Combined (roles below)</td>
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<td>0.3 Data Analyst/HMIS Entry</td>
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<tr>
<td>0.3 Case Management Supervisor</td>
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<td></td>
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<tr>
<td>0.1 Director of Programs</td>
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<td></td>
</tr>
<tr>
<td>0.1 Finance and Accounting</td>
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<tr>
<td>0.1 Operations</td>
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<td>0.1 Executive Leadership</td>
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<tr>
<th>Project Activity</th>
<th>Client Expenses</th>
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<tr>
<td>“Whatever it Takes” funds for homeward bound, bridge housing, rapid rehousing, transportation and other client expenses</td>
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<th>Project Activity</th>
<th>Van Rental/Lease, transportation</th>
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<tr>
<th>Project Activity</th>
<th>Equipment, office and program supplies (including phones, computers, uniforms, data management software/licenses, etc.)</th>
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<tr>
<th>Project Activity</th>
<th>Indirect/admin</th>
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<tr>
<td></td>
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**Grand Total** | **$350,000** |
## ATTACHMENT D

### STAFFING PLAN

**Staffing Plan**

**Project Title:** City Net HEAP Central SPA Street Outreach and Case Management

<table>
<thead>
<tr>
<th>Title</th>
<th>FTE*</th>
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</thead>
<tbody>
<tr>
<td>Case Manager</td>
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</tr>
<tr>
<td>Engagement Specialist</td>
<td>1.0</td>
</tr>
<tr>
<td>Housing Navigator</td>
<td>1.0</td>
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<tr>
<td>Data Analyst/HMIS Entry</td>
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<td>Case Management Supervisor</td>
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</tr>
<tr>
<td>Director of Programs</td>
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<td>Finance and Accounting</td>
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<tr>
<td>Operations</td>
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<td>Executive Leadership</td>
<td>0.1</td>
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<tr>
<td><strong>TOTAL</strong></td>
<td><strong>4.0</strong></td>
</tr>
</tbody>
</table>

*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 approval of the County Project Manager.

The County may reserve the right to involve other personnel, as their services are 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.
Subject: OC Community Resources  
Contract Reimbursement Policy

Effective: July 1, 2010
Revised: February 7, 2019

PURPOSE:
This policy contains updated fiscal documentation requirements for contract reimbursement for OC Community Services and Housing & Community Development and Homeless Prevention. The procedures provide instructions for submitting reimbursement demand letter or invoice.

REFERENCES:
Executed County Board of Supervisors approved contract
Budget included in contract or presented as an attachment
48 CFR Part 31 Contract Cost Principles and Procedures
24 CFR Parts 85, 570.502, 570.201, 576.21, 576.51 and 576.61: For Housing & Community Development and Homeless Prevention Contracts only.
Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)

BACKGROUND:
The executed Board of Supervisors approved contract is the authorization for all aspects of payment, including the maximum amount to be paid, the payee, and the scope of services and work. Payments are made in strict accordance with the contract terms. Allowable costs are identified in referenced Uniform Guidance and Code of Federal Regulations (CFR).

ATTACHMENTS:
Reimbursement Policy Status Form (RPS-1)

POLICY:
Contractor is responsible for the submission of accurate claims. This reimbursement policy is intended to ensure that the Contractor is reimbursed based on the code or codes that correctly describe the services provided. This information is intended to serve only as a general reference resource regarding OC Community Services’ and Housing & Community Development and Homeless Prevention reimbursement policy for the services described and is not intended to address every aspect of a reimbursement situation. Accordingly, OC Community Services and Housing & Community Development and Homeless Prevention may use reasonable discretion in interpreting and applying this policy to services provided in a particular case. Other factors affecting reimbursement may supplement, modify or, in some cases, supersede this policy. These factors may include, but are not limited to: legislative mandates and County directives. OC Community Services and Housing & Community Development and Homeless Prevention may modify this reimbursement policy at any time by publishing a new version of the policy. However, the information presented in this policy is accurate and current as of the date of publication.

Cost incurred by Contractor must be substantiated and incurred during the contract period. Total of all reimbursements cannot exceed the amount of the contract. Cost must be allowable under applicable Code of Federal Regulations (CFR) or Uniform Guidance. All supporting documentation for reimbursement must be submitted with demand letter or invoice. If contract
requires matching contribution, documentation substantiating contribution match must be submitted with demand letter or invoice.

At any time, based on County’s business needs and/or Contractor’s performance, the County may designate Contractor to submit abbreviated or comprehensive documentation, as identified in the respective sections. Upon designation, Contractor will be notified, in writing via Reimbursement Policy Status Form, of which requirements are in full force. When Contractor is required to submit comprehensive documentation, in addition to the items identified in the Abbreviated Documentation Requirements Section, Contractor must also provide the documentation identified in the Comprehensive Documentation Requirements Section.

PROCEDURES:
Abbreviated Documentation Requirements
Compile and submit:
1. Supporting documentation includes, but is not limited to:
   a. General ledger/expense transaction report
   b. Payroll register or labor distribution report
   c. Payroll allocation plan
   d. Personnel Documentation
   e. Benefit plan and calculation of benefit
   f. Employer-employee contract for non-customary benefits (if applicable)
   g. Pre-approval documentation for equipment purchases equal to or greater than $5,000
2. The following is required with the first month’s invoice only:
   a. Cost allocation plan for rent, utilities, etc.
   b. Indirect rate approved by cognizant agency (if applicable)
3. Summary of leveraged resources (if applicable)
4. Demand letters must contain the following certification (if required by Contract):
   “By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31 Sections 3729-3730 and 3801-3812)”
5. Grantee Performance Report (if required by Contract)
6. Supporting documentation shall be on single-sided sheets
7. Please redact employees’ Social Security Number from payroll reports
8. Demand letter or invoice, along with supporting documentation shall be submitted to:
   OC Community Resources Accounting
   1770 N. Broadway, 4th Floor
   Santa Ana, CA 92706

Comprehensive Documentation Requirements
In addition to abbreviated documentation, compile and submit:
9. Purchase orders, invoices, and receipts
10. Cashed checks
11. Check register
12. Consultant/sub-contractor invoices (with description of services)
13. Travel expense documentation: mileage reimbursement, hotel bill, meal reimbursement

ACTION:
Distribute this policy to all appropriate staff

INQUIRIES: Inquiries may be directed to OCCR Accounts Payable at:
OCCRAccountsPayable@occr.ocgov.com
Acting on behalf of the above-named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

1. I certify that the above named Applicant will or will continue to provide a drug-free workplace by:
   a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
   b. Establishing an on-going drug-free awareness program to inform employees ---
      (I) The dangers of drug abuse in the workplace;
      (2) The Applicant's policy of maintaining a drug-free workplace;
      (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
      (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
   c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;
   d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---
      (1) Abide by the terms of the statement; and
      (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
   f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---
      (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
      (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
   g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

2. Sites for Work Performance. The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above. Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.


<table>
<thead>
<tr>
<th>Name of Authorized Official</th>
<th>Title</th>
<th>President/Executive Director</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brad Fieldhouse</td>
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<td>Brad Fieldhouse</td>
</tr>
<tr>
<td>Signature</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Date</td>
<td></td>
<td>3/19/2019</td>
</tr>
</tbody>
</table>
CONTRACT # 18-23-0055-HEAP

FOR

Continuum of Care
Homeless Emergency Aid Program

BETWEEN

COUNTY OF ORANGE

AND

MERCY HOUSE LIVING CENTERS, INC.
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ATTACHMENTS

Attachment A - Scope of Services
Attachment B - Payment/Compensation
Attachment C - Budget Schedule
Attachment D - Staffing Plan

EXHIBITS

Exhibit 1 – OC Community Resources Contract Reimbursement Policy
Exhibit 2 – Drug Free Workplace Certification
Exhibit 3 – Services Planning Areas
Contract # 18-23-0055-HEAP
with
Mercy House Living Centers, Inc.
for
Continuum of Care – Homeless Emergency Aid Program

This Contract #18-23-0055-HEAP for Continuum of Care – Homeless Emergency Aid Program (hereinafter referred to as “Contract”) 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 by and through OC Community Resources (“OCCR”); hereinafter collectively referred to as “County” and Mercy House Living Centers, Inc., a private non-profit corporation in the State of California, with a place of business at P.O. Box 1905, Santa Ana, CA 92702, DUNS #879797165 (hereinafter referred to as “Contractor”), with the County and Contractor sometimes referred to as “Party” or collectively as “Parties”.

Attachments

This Contract is comprised of this document and the following Attachments and Exhibits, which are attached hereto and incorporated by reference into this Contract:

Attachment A – Scope of Services
Attachment B – Payment/Compensation
Attachment C – Budget Schedule
Attachment D – Staffing Plan
Exhibit 1 – OC Community Resources Contract Reimbursement Policy
Exhibit 2 – Drug Free Workplace Certification
Exhibit 3 – Service Planning Areas

Recitals

WHEREAS, Contractor and County are entering into this Contract for homeless outreach services and rental assistance using Continuum of Care – Homeless Emergency Aid Program funds under a cost reimbursement Contract; and

WHEREAS, Contractor agrees to provide services pertaining to homeless emergency services and rental assistance under the Continuum of Care – Homeless Emergency Aid Program as further set forth in the Scope of Services (“Services”), attached hereto as Attachment A; and

WHEREAS, County agrees to pay Contractor as set forth in Payment/Compensation, attached hereto as Attachment B; and

WHEREAS, Contractor agrees to manage allotted funding set forth in the Budget Schedule, attached hereto as Attachment C; and

WHEREAS, Contractor agrees to provide staff set forth in the Staffing Plan, attached hereto as Attachment D; and

WHEREAS, the County Board of Supervisors has authorized the OC Community Resources Director or his designee to enter into a Contract for Continuum of Care – Homeless Emergency Aid Program under the Continuum of Care – Homeless Emergency Aid Program of the County of Orange.
Program with the Contractor to carry out certain program Services and activities for the Fiscal Years 2018-19, 2019-20, and 2020-21.

**NOW, THEREFORE**, the Parties mutually agree as follows:

**DEFINITIONS**

“County’s Project Manager” means the OC Community Resources Director or designee, coordinating the HEAP funds under its regulations, and the Services provided by the County.

“County’s Contract Administrator” means the “Contract Administrator” who shall administer this Contract as is necessary or reasonable to comply with County policies.

“DUNS Number.” A unique 9-digit identifier issued and maintained by Dun & Bradstreet (D&B) that verifies the existence of a business entity. The DUNS number is needed to coordinate with the System for Award Management (SAM) that combines federal procurement systems and the Catalog of Federal Domestic Assistance into one new system. [https://www.SAM.gov](https://www.SAM.gov).

Service(s): the work or labor, including tasks and duties, and training being performed, or already performed to fulfill the requirements of this Contract including all obligations and responsibilities as set forth in Attachments A - D.

“Subcontractor or Subcontractors” means any entity that furnishes to Contractor Services or supplies relative to this Contract.
ARTICLES

General Terms and Conditions:

A. Governing Law and Venue: This Contract has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.

B. Entire Contract: This Contract, documents incorporated by reference, Attachments A, B, C, and D and Exhibits 1, 2, and 3 contain the entire Contract between the Parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County’s Contract Administrator.

C. Amendments: No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the Parties; no oral understanding or agreement not incorporated herein shall be binding on either of the Parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.

D. Intentionally left blank.

E. Delivery: Time of delivery of Services is of the essence in this Contract. County reserves the right to refuse any Services and to cancel all or any part of the Services not conforming to applicable specifications, drawings, samples or descriptions or Services that do not conform to the prescribed Scope of Services. Acceptance of any part of the order for Services shall not bind County to accept future shipments nor deprive it of the right to return Services already accepted at Contractor’s expense. Over shipments and under shipments of Services shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all Services have actually been received and accepted in writing by County.

F. Acceptance Payment: Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the Services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.

G. Intentionally left blank.

H. Patent/Copyright Materials/Proprietary Infringement: Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through Services provided hereunder will not infringe upon or violate any patent,
proprietary right, or trade secret right of any third Party. Contractor agrees that, in accordance with
the more specific requirement contained in paragraph “Z” below, it shall indemnify, defend and hold
County and County Indemnitees harmless from any and all such claims and be responsible for
payment of all costs, damages, penalties and expenses related to or arising from such claim(s),
including, costs and expenses but not including attorney’s fees.

I. Assignment: The terms, covenants, and conditions contained herein shall apply to and bind the
heirs, successors, executors, administrators and assigns of the Parties. Furthermore, neither the
performance of this Contract nor any portion thereof may be assigned by Contractor without the
express written consent of County. Any attempt by Contractor to assign the performance or any
portion thereof of this Contract without the express written consent of County shall be invalid and
shall constitute a breach of this Contract.

J. Non-Discrimination: In the performance of this Contract, (e.g., delivery of Services as identified
in the Scope of Services) Contractor agrees that it will comply with the requirements of Section 1735
of the California Labor Code and not engage nor permit any Subcontractors to engage in
discrimination in employment of persons because of the race, religious creed, color, national origin,
ancestry, physical disability, mental disability, medical condition, marital status, or sex of such
persons. Contractor acknowledges that a violation of this provision shall subject Contractor to
penalties pursuant to Section 1741 of the California Labor Code. Contractor and its Subcontractors
shall comply with the provisions of Fair Employment and Housing Act (Government Code Section
12990 (a – f) et seq.) and the applicable regulations promulgated thereunder (California Code of
Regulations, Title 2, section 7285 et seq.). The applicable regulations of the Fair Employment and
Housing Commission implementing Government Code section 12990 (a --), set forth in Chapter 5
of Division 4 of Title 2 of the California Code of Regulations, are incorporated by reference into
this Contract bas if set forth in full. Contractor or its subcontractors shall give written notice of their
obligations under this clause to labor organizations with which they have a collective bargaining or
other agreements.

K. Termination: In addition to any other remedies or rights it may have by law, County has the right
to immediately terminate this Contract without penalty for cause or after 30 days’ written notice
without cause, unless otherwise specified. Cause shall be defined as any material breach of contract,
any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to
terminate the Contract shall relieve County of all further obligation.

L. Consent to Breach Not Waiver: No term or provision of this Contract shall be deemed waived and
no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed
to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other,
whether express or implied, shall not constitute consent to, waiver of, or excuse for any other
different or subsequent breach.

M. Independent Contractor: Contractor shall be considered an independent contractor and neither
Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an
employee of County. Neither Contractor, its employees nor anyone working under Contractor shall
qualify for workers’ compensation or other fringe benefits of any kind through County.

N. Performance Warranty: Contractor shall warrant all work under this Contract, taking necessary
steps and precautions to perform the work to County’s satisfaction. Contractor shall be responsible
for the professional quality, technical assurance, timely completion and coordination of all documentation and other Services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by Subcontractors and shall make sure that Subcontractor(s) follow all requirements of performance under this Contract.

O. Insurance Requirements:
Prior to the provision of Services under this Contract, the Contractor agrees to purchase all required insurance at Contractor’s expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor shall maintain as required by law, unemployment and disability insurance and shall cause its Subcontractor to do the same. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this Contract. In addition, all Subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

Contractor shall ensure that all Subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor’s insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow Subcontractors to work if Subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every Subcontractor and to receive proof of insurance prior to allowing any Subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars ($50,000) shall specifically be approved by the County’s Risk Manager, or designee, upon review of Contractor’s current audited financial report. If Contractor’s SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

1) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Contractor’s, its agents, employee’s or Subcontractor’s performance of this Contract, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and

2) Contractor’s duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and

3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Contractor’s SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.
If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

**Qualified Insurer**

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business in the State of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

<table>
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<tr>
<th>Coverage</th>
<th>Minimum Limits</th>
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<tbody>
<tr>
<td>Commercial General Liability</td>
<td>$1,000,000 per occurrence</td>
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<tr>
<td></td>
<td>$2,000,000 aggregate</td>
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<tr>
<td>Automobile Liability including coverage for owned, non-owned and hired vehicles</td>
<td>$1,000,000 per occurrence</td>
</tr>
<tr>
<td>Workers Compensation</td>
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<tr>
<td>Employers Liability Insurance</td>
<td>$1,000,000 per occurrence</td>
</tr>
<tr>
<td>Network Security &amp; Privacy Liability</td>
<td>$1,000,000 per claims-made</td>
</tr>
<tr>
<td>Employee Dishonesty (if applicable)</td>
<td>$100,000 per occurrence (limit commensurate with exposure)</td>
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**Required Coverage Forms**

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

**Required Endorsements**

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the County of Orange its elected and appointed officials, officers, agents.
and employees as Additional Insureds, or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.

2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor’s insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the Certificate of Insurance:

1) An Additional Insured endorsement naming the County of Orange, its elected and appointed officials, officers, agents and employees as Additional Insureds for its vicarious liability.

2) A primary and non-contributing endorsement evidencing that the Contractor’s insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers’ Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

The County of Orange shall be the loss payee on the Employee Dishonesty coverage. A Loss Payee endorsement evidencing that the County of Orange is a Loss Payee shall accompany the Certificate of Insurance.

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

If Contractor’s Network Security & Privacy Liability are “Claims-Made” policy(ies), Contractor shall agree to maintain coverage for two (2) years following the completion of the Contract.

The Commercial General Liability policy shall contain a severability of interests clause also known as a “separation of insureds” clause (standard in the ISO CG 0001 policy).
Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by the Contract Administrator, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

P. **Changes:** Contractor shall make no changes in the work or perform any additional work without the County’s specific written approval.

Q. **Change of Ownership/Name, Litigation Status, Conflicts with County Interests:** Contractor agrees that if there is a change or transfer in ownership of Contractor’s business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor’s duties and obligations contained in this Contract and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of Services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor’s status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a Party to any litigation against the County, or a Party to litigation that may reasonably affect the Contractor’s performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor’s name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.
The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor’s employees, agents, and Subcontractors associated with the provision of Services provided under this Contract. The Contractor’s efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and Subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of Services under the Contract.

R. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails itself of any available remedies.

S. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor’s staff, agents and employees.

T. **Compliance with Laws:** Contractor represents and warrants that Services to be provided under this Contract whether performed by Contractor or its subcontractors, (e.g., Services identified in Attachment A the Scope of Services of this Contract) shall fully comply, at Contractor’s expense, with all standards, federal and state laws, statutes, restrictions, ordinances, local housing and building codes, requirements, and regulations (collectively “laws”), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the Services at the time Services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph “Z” below, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

U. **Intentionally left blank.**

V. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

W. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each Party shall bear their own attorney’s fees, costs and expenses.
X. **Interpretation:** This Contract has been negotiated at arm’s length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each Party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each Party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other Party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the Party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the Parties and this Contract.

Y. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all federal and state statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County and its County Indemnitees, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or County Indemnitees or its agents or any combination of the three in connection with any alleged violation of any federal or state statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

Z. **Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents, and those special districts and agencies which County’s Board of Supervisors acts as the governing Board (“County Indemnitees”) harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the Services, products or other performance provided by Contractor, its agents, affiliates, employees, or any Subcontractor(s), pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment.

AA. **Audits/Inspections:** Contractor agrees to permit the County’s Auditor-Controller or the Auditor-Controller’s authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract.
including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the Contractor’s records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of five years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor’s records pertaining to this Contract shall be forwarded to the County’s Project Manager.

BB. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon receipt of funds from, and/or obligation of funds by, Federal, State of California and/or local funds to County; and inclusion of sufficient funding for the Services hereunder in the Budget Schedule approved by County’s Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are delayed, not forthcoming, or are otherwise limited, County may delay reimbursement to Contractor, immediately terminate or modify this Contract without penalty.

CC. **Expenditure Limit:** The Contractor shall notify the County of Orange assigned Contract Administrator in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for Services exceeding the dollar limit on the Contract unless a written and approved change order to cover those costs has been issued. Board of Supervisor approval may be required.
Additional Terms and Conditions:

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County will procure Services from Contractor as further detailed in the Scope of Services, identified and incorporated herein by this reference as “Attachment A”.

2. **Term of Contract:** This Contract shall commence on May 1, 2019 and continue through April 30, 2021, unless otherwise terminated by the County.

3. **Renewal:** This Contract may be renewed by mutual written agreement of both Parties for one additional one-year term. The County does not have to give a reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.

4. **Maximum Obligation:**
   The total Maximum Obligation of County to the Contractor for the cost of Services provided in accordance with this Contract is $638,980, as further detailed in the Budget Schedule, identified and incorporated herein by this reference as Attachment “C”.

5. **Amendments - Changes/Extra Work:**
   The Contractor shall make no changes to this Contract without the County’s written consent. In the event that there are new or unforeseen requirements, the County has the discretion with the Contractor’s concurrence, to make changes at any time without changing the scope of services or price of the Contract.

   If County-initiated changes or changes in laws or government regulations affect price, the Contractor’s ability to deliver Services, or the project schedule, the Contractor will give County written notice no later ten (10) days from the date the law or regulation went into effect or the date the change was proposed and Contractor was notified of the change, such changes shall be agreed to in writing and incorporated into a Contract amendment. Said amendment shall be issued by the County-assigned Contract Administrator, shall require the mutual consent of all Parties, and may be subject to approval by the County Board of Supervisors. Nothing herein shall prohibit the Contractor from proceeding with the work as originally set forth or as previously amended in this Contract.

6. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

   a) Terminate the Contract immediately, pursuant to Section K herein;

   b) Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;

   c) Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and

   Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
7. **Conditions Affecting Work:**
   The Contractor shall be responsible for taking all steps reasonably necessary, to ascertain the nature and location of the work to be performed under this Contract; and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.

8. **Civil Rights:** Contractor attests that Services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and Federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.

9. **Conflict of Interest – Contractor’s Personnel:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor’s employees, agents, and subcontractors associated with accomplishing work and Services hereunder. The Contractor’s efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of the County. Contractor and its subcontractor(s) should comply with provisions of the California Political Reform Act, Government Code Section 87100 et seq., Government Code Section 1090, if applicable.

10. **Conflict of Interest – County Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.

11. **Consulting Contract – Follow-On Work:**
    No person, firm, subsidiary or Subcontractor of a firm that has been awarded a consulting Services contract or a contract which includes a consulting component may be awarded a Contract for the performance of Services, the purchase Services, or the provision of any other related action which arises from or can reasonably be deemed an end-product of work performed under the initial consulting to consulting-related Contract.

12. **Project Manager, County**
    The County shall appoint a Project Manager to act as liaison between the County and the Contractor during the term of this Contract. The County’s Project Manager shall coordinate the activities of the County staff assigned to work with the Contractor.

    The County’s Project Manager, in consultation and agreement with the County, shall have the right to require the removal and replacement of the Contractor’s Project Manager and key personnel. The County’s Project Manager shall notify the Contractor in writing of such action. The Contractor shall
accomplish the removal within three (3) business days after written notice from the County’s Project Manager. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor’s Project Manager from providing further Services under the Contract.

13. **Contractor’s Project Manager and Key Personnel:** Contractor shall appoint a Project Manager to direct the Contractor’s efforts in fulfilling Contractor’s obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County’s Project Manager, which consent shall not be unreasonably withheld.

The Contractor’s Project Manager, in consultation and agreement with County, shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and Services to meet the project time lines.

14. **Contractor Personnel – Reference Checks:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract.

15. **County of Orange Child Support Enforcement:** Contractor certifies it is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of the Contract with the County of Orange. Failure to comply shall constitute a material breach of the Contract and failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.

16. **Data – Title To:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.

17. **Licenses:** At its own expense, Contractor and its Subcontractors, if any, shall, at all time during the term of this Contract, maintain in full force and effect such licenses or permits as may be required by the State of California or any other government entity. Contractor and his Subcontractors, if any, shall strictly adhere to, and obey, all governmental rules and regulations now in effect or as subsequently enacted or modified, as promulgated by any local, State, or Federal governmental entity.

18. **Disputes – Contract:**

   A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor’s Project Manager and the County’s Project Manager, such matter shall be brought to the attention of the Contract Administrator by way of the following process:
1. The Contractor shall submit to the agency/department assigned Contract Administrator a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.

2. The Contractor’s written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.

B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the provision of Services. The Contractor’s failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the Director. If the County fails to render a decision within 90 days after receipt of the Contractor’s demand, it shall be deemed a final decision adverse to the Contractor’s contentions. Nothing in this section shall be construed as affecting the County’s right to terminate the Contract for cause or termination for convenience as stated in Section K herein.

19. **EDD Independent Contractor Reporting Requirements:** Effective January 1, 2001, the County of Orange is required to file in accordance with subdivision (a) of Section 6041A of the Internal Revenue Code for Services received from a “service provider” to whom the County pays $600 or more or with whom the County enters into a contract for $600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term “service provider” is defined in California Unemployment Insurance Code Section 1088.8, Subparagraph B.2 as “an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for Services performed for that service recipient within or without the State.” The term is further defined by the California Employment Development Department to refer specifically to independent Contractors. An independent Contractor is defined as “an individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes a contract for Services performed for that ... government entity either in or outside of California.”

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at [http://www.edd.ca.gov/Employer_Services.htm](http://www.edd.ca.gov/Employer_Services.htm).

20. **Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County is declared a disaster area by the County, state or federal government, this Contract may be subjected
to unusual usage. The Contractor shall service the County during such an emergency or declared
disaster under the same terms and conditions that apply during non-emergency/disaster conditions.
The pricing quoted by the Contractor shall apply to serving the County’s needs regardless of the
circumstances. If the Contractor is unable to supply the Services under the terms of the Contract,
then the Contractor shall provide proof of such disruption and a copy of the invoice for the Services
from the Contractor’s supplier(s). Additional profit margin as a result of supplying Services during
an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared
disaster, emergency purchase order numbers will be assigned. All applicable invoices from the
Contractor shall show both the emergency purchase order number and the Contract number.

21. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor
shall be complete and shall be carefully checked by the professional(s) identified by Contractor as
Project Manager and key personnel attached hereto, prior to submission to the County. Contractor
agrees that County review is discretionary and Contractor shall not assume that the County will
discover errors and/or omissions. If the County discovers any errors or omissions prior to approving
Contractor’s reports, files and other written documents, the reports, files or documents will be
returned to Contractor for correction. Should the County or others discover errors or omissions in
the reports, files or other written documents submitted by the Contractor after County approval
thereof, County approval of Contractor’s reports, files or documents shall not be used as a defense
by Contractor in any action between the County and Contractor, and the reports, files or documents
will be returned to Contractor for correction.

22. **Non-Supplantation of Funds:**
Contractor shall not supplant any federal, state, or County funds intended for the purposes of this
Contract with any funds made available under this Contract. Contractor shall not claim
reimbursement from County for, or apply sums received from County with respect to, that portion
of its obligations which have been paid by another source of revenue. Contractor agrees that it shall
not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or
compensation for the purposes of obtaining federal, state, or County funds under any federal, state,
or County program without prior written approval from the County.

23. **Satisfactory Work:** Services rendered hereunder are to be performed to the written satisfaction of
County. County’s staff will interpret all reports and determine the quality, acceptability and progress
of the Services rendered.

24. **Access and Records:**

   A. County, the state of California and the United States Government and/or their
representatives, shall have access, for purposes of monitoring, auditing, and examining,
to Contractor’s activities, books, documents and papers (including computer records and
emails) and to records of Contractor’s Subcontractors, consultants, contracted employees,
bookkeepers, accountants, employees and participants related to this Contract. Contractor
shall insert this condition in each Contract between Contractor and a Subcontractor that
is pursuant to this Contract shall require the Subcontractor to agree to this condition. Such
departments or representatives shall have the right to make excerpts, transcripts and
photocopies of such records and to schedule on site monitoring at their discretion.
Monitoring activities also may include, but are not limited to, questioning employees and
participants and entering any premises or onto any site in which any of the Services or
activities funded hereunder are conducted or in which any of the records of Contractor are kept. Contractor shall make available its books, documents, papers, financial records, etc., within three (3) days after receipt of written demand by Director which shall be deemed received upon date of sending. In the event Contractor does not make the above referenced documents available within the County of Orange, California, Contractor agrees to pay all necessary and reasonable expenses incurred by County, or County’s designee, in conducting any audit at the location where said records and books of account are maintained.

B. Records Retention. All accounting records and evidence pertaining to all costs of Contractor and all documents related to this Contract shall be kept available at Contractor’s office or place of business for the duration of this Contract and thereafter for five (5) years after completion of an audit. Records which relate to: (1) complaints, claims, administrative proceedings or litigation arising out of the performance of this Contract; or (2) costs and expenses of this Contract to which County or any other governmental department takes exception, shall be retained beyond the five (5) years until final resolution or disposition of such appeals, litigation, claims, or exceptions.

C. Liability. Contractor shall pay to County the full amount of County’s liability to the state or federal government or any department thereof resulting from any disallowance or other audit exceptions to the extent that such liability is attributable to Contractor’s failure to perform under this Contract.

25. Signature in Counterparts: The Parties agree that separate copies of this Contract and/or electronic signatures and handwritten signatures may be signed by each of the Parties, and this Contract will have the same force and effect as if the Original had been signed by all the Parties.

26. Reports/Meetings: The Contractor shall develop reports and any other relevant documents necessary to complete the Services and requirements as set forth in this contract. The County’s Project Manager and the Contractor’s Project Manager will meet on reasonable notice to discuss the Contractor’s performance and progress under this contract. If requested, the Contractor’s Project Manager and other project personnel shall attend all meetings. The Contractor shall provide such information that is requested by the County for the purpose of monitoring progress under this contract.

27. Subcontracting: No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to subcontract any performance of this Contract without the express written consent of the County shall be invalid and shall constitute a breach of this Contract.

In the event that the Contractor is authorized by the County to subcontract, this Contract shall take precedence over the terms of the Contract between Contractor and Subcontractor, and shall incorporate by reference the terms of this Contract. The County shall look to the Contractor for performance and indemnification and not deal directly with any subcontractor. All work performed by a Subcontractor must meet the approval of the County of Orange. Contractor shall procure Subcontractors pursuant to applicable state, federal, and local procurement statues, laws, regulations and requirements.
28. **Equal Employment Opportunity:** The Contractor shall comply with U.S. Executive Order 11246 entitled, “Equal Employment Opportunity” as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable State of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

29. **Gratuities:** The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any Services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

30. **News/Information Release:** The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County.

31. **Notices:** Any and all notices, requests, demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the Parties routine exchange of information and cooperation 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 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
Ownership of Documents: The County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remains the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Contractor without the express written consent of the County.

Precedence: The Contract documents consist of this Contract and its attachments and exhibits. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the attachments and exhibits.

Termination – Orderly: After receipt of a termination notice from the County of Orange, the Contractor may submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination County agrees to pay the Contractor for all Services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each Party shall promptly return to the other Party all papers, materials, and other properties of the other held by each for purposes of performance of the Contract.

Non-Exclusivity: As long as the Contractor’s or its licensor’s confidential information are not infringed, nothing herein shall prevent the County from providing for itself or obtaining from any third party, at any time during the term of this Contract or thereafter, Services, or any type of products or services in any way analogous, similar, or comparable to the Services herein, as applicable, or any other products or services. Nor shall anything in this Contract be construed or
interpreted as limiting the County’s right or ability during the term of this Contract to increase or
decrease its demand for Services hereunder.
Program Specific Terms and Conditions:

36. **Debarment:** Contractor certifies that it is not debarred or suspended or otherwise excluded from or ineligible for participation in federal/state assistance programs in accordance with 29 CFR Part 98.

37. **Fraud:** Contractor shall immediately report all suspected or known instances and facts concerning possible fraud, abuse or criminal activity under this Contract. Contractor shall inform staff and the general public of how to report fraud, waste or abuse through appropriate postings of incident reporting notice. The County’s Anti-Fraud Program can be accessed through: [http://ocgov.com/gov/risk/programs/antifraud](http://ocgov.com/gov/risk/programs/antifraud).

38. **Fiscal Accountability:**

   A. **Financial Management System:** Contractor shall establish and maintain a sound financial management system, based upon generally accepted accounting principles. Contractor’s system shall provide fiscal control and accounting procedures that will include the following:
   
   i. Information pertaining to tuition rates, payments, and educational assistance payments; and
   
   ii. Source documentation to support accounting records; and
   
   iii. Proper charging of costs and cost allocation.

   B. **Contractor’s Record:** Contractor’s records shall be sufficient to:
   
   i. Permit preparation of required reports; and
   
   ii. Permit tracking of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable restrictions on the use of such funds; and
   
   iii. Permit the tracking of program income, or profits earned, and any costs incurred (such as stand-in costs) that are otherwise allowable except for; and
   
   iv. Permit tracking and reporting of leveraging as required.

   C. **Costs Charged:** Cost shall be charged to this contract only in accordance with the County and other requirements as required by funding source(s).

39. **Performance Standards:** Contractor shall comply with and adhere to the performance accountability standards as described in this Contract and applicable regulations and the activity levels to be utilized by County for program evaluation and monitoring.

40. **Budget Schedule:** Contractor agrees that the expenditures of any and all funds under this Contract will be in accordance with the Budget Schedule, a copy of which is attached hereto as Attachment C, and which by this reference is incorporated herein and made a part hereof as if fully set forth.

41. **Payment Requirements:**

   If funding levels are significantly affected by state or federal budget and funds are not allocated and available for the continuance of the function performed by Contractor, the Contract may be terminated by the County at the end of the period for which funds are available. The County shall notify Contractor at the earliest possible time of any Service, which will or may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised and the County shall not be obligated nor liable for any damages as a result of termination under this
provision of this Contract, and nothing herein shall be construed as obligating the County to expend or as involving the County in any Contract or other obligation for future payment of money in excess of appropriations authorized by law.

A. Contract Amount: It is expressly agreed and understood that the total amount to be paid by County under this Contract shall not exceed the total County funding as set forth in Attachment B-Payment/Compensation to Contractor attached hereto and incorporated herein by reference.

B. County will reclaim any unused balance of funds for reallocation to other County approved projects.

C. Payment of Project Activities:

1. Payment of Project Activities: County will reimburse Contractor for eligible project-related costs only. Contractor shall submit requests for reimbursement to County on a monthly basis beginning on June 1, 2019, and must provide adequate documentation as required by County in accordance with the OC Community Resources Contract Reimbursement Policy, as set forth in Exhibit 1, attached hereto and incorporated herein by reference. In addition, Contractor will provide a monthly performance report by the 20th of the month for the preceding month of Services, as prescribed by County. Failure to provide any of the required documentation and reporting will cause County to withhold all or a portion of a request for reimbursement, or return the entire reimbursement package to Contractor, until such documentation and reporting has been received and approved by County.

2. If Contractor has no request for reimbursement during any quarter during the term of this Contract, a monthly performance report, including and explanation as to why no invoices were being processed, shall be required in lieu of a request for reimbursement.

3. Contractor will have forty-five (45) days following the expiration of the Contract to submit outstanding invoices for reimbursement of eligible costs incurred during the Contract period. After the forty-five (45) day period for submitting invoices has expired, County shall reallocate the remaining balance under this Contract for other program purposes and Contractor shall be ineligible for any further reimbursement.

D. Funds shall not be disbursed for any costs incurred prior to the certification by County of Certificate(s) of Insurance as further defined in Paragraph O “Insurance Requirements” of this Contract.

E. Eligible costs related to Services provided by Contractor must be incurred during the period beginning May 1, 2019. The Project shall be completed and all funds provided through this Contract shall be expended on eligible Project activities through and including April 30, 2021.

F. If any portion of HEAP funds transferred from or paid by the County to the Contractor are deemed ineligible for a particular use or purpose, Contractor shall return said funds to County within 90 days of County’s written request for reimbursement.

G. ADVANCE - Notwithstanding Paragraph 41.C above, upon written request and justification of an immediate need based upon cash forecasting from Contractor, County
may advance to Contractor a sum not to exceed one-sixth (1/6th) of County’s maximum obligation hereunder, a total of $106,497 (One Hundred Six Thousand Four Hundred Ninety-Seven Dollars). Project Manager shall reduce the amount of monthly payments in the seventh, eighth, ninth, tenth, and eleventh months by twenty percent (20%) of any advance payment, under Paragraph 41.C above, to recover any outstanding advance or part thereof. Such recovery may not exceed the total of all outstanding advances. No monthly payment shall be made to Contractor which would result in less money remaining unpaid to Contractor than the total of advances made to Contractor.

42. **Modification of Budget:** Upon written approval of County, Contractor shall have the authority to transfer allocated program funds from one category of the overall program Budget to another category of the overall Budget. No such transfer may be made without the express prior written approval of County. A modification of the Budget may include the addition of any new Budget category.

43. **Performance:**
Contractor shall provide the oversight, administration, and project management necessary to accomplish all contracted activities in a timely manner. Contractor also agrees to comply with all applicable Federal, State, and local laws and regulations governing the funds provided under this Contract. The performance of work and Services pursuant to this Contract by Contractor and its Subcontractor(s), if any, shall conform to accepted professional standards associated with all Services provided under this Contract. Contractor shall resolve all issues regarding the performance of Contractor and its Subcontractors, if any, under this Contract using good administrative practices and sound judgment. Contractor shall be accountable to County for the proper use of funds provided to Contractor pursuant to this Contract and for the performance of all work (e.g., Services as identified in the Scope of Services) pursuant to this Contract.

44. **Drug-Free Workplace:**
The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace as set forth in Exhibit 2, attached hereto and incorporated herein by reference.

45. **Publicity, Literature, Advertisements, and Social Media:**

A. County owns all rights to the name, logos, seal and symbols of County. The use and/or reproduction of County’s name, seal, logos, or symbols for any purpose, including commercial advertisement, promotional purposes, announcements, displays, or press releases, without County’s prior written consent is expressly prohibited.

B. Contractor may develop and publish information related to this Contract where all of the following conditions are satisfied:
1. County provides its written approval of the content and publication of the information at least 30 days prior to Contractor publishing the information, unless a difference timeframe for approval is agreed upon by the County;
2. Unless directed otherwise by County, the information includes a statement that the program, wholly or in part, is funded through County, State and Federal government funds [funds identified as applicable];
3. The information does not give the appearance that the County, its officers, employees, or agencies endorse:
   a. any commercial product or service; and,
   b. any product or service provided by Contractor, unless approved in writing by County; and,

4. If Contractor uses social media (such as Facebook, Twitter, YouTube or other publicly available social media sites) to publish information related to this Contract, Contractor shall develop social media policies and procedures and have them available to County. 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 Contract. The policy is available on the Internet at http://www.ocgov.com/gov/ceo/cio/govpolicies.

46. **Compliance with the Law:**

Contractor hereby acknowledges that in addition to Article X of this Contract, in particular, Contractor warrants that the Services rendered complies with applicable requirements issued by the California State from time to time regarding HEAP, the state and federal law and regulation, including but not limited to Section 65913.4 of the Government Code, Chapter 5 (commencing with section 50210) part 1 Division 31 of the Health and Safety Code, section 50472 of Health and Safety Code; Chapter 2.8 (commencing with Section 50490) is added to Part 2 of Division 31 of the Health and Safety Code; Section 50710.3 of Health and Safety Code; Section 50717 of the Health and Safety Code; Section 8257 of the Welfare and Institutions Code; Item 2240-105-0001 of Section 2.00 of the Budget Act of 2016, as amended; California Senate Bill 850 Housing, 24 Code of Federal Regulations (CFR), Parts 91 and 576, as well as 25 California Code of Regulations (CCR), Section 8400 et seq. If permitted to subcontract, the Contractor shall comply with all applicable procurement requirements including but not limited to 24 C.F.R. part 85. Contractor hereby warrants that the funds received under this Contract shall not be used for costs associated with activities in violation of any law or for any activity not consistent with the intent of the federal/state fund granted and the eligible used identified in Health and Safety Code Section 50214. Contractor shall also be responsible for obtaining any and all permits, licenses, and approvals required for performing any activities under this Contract, including those necessary to design, construct, operate, and maintenance of the activities stated in the Scope of Work. Contractor shall be responsible or observing and complying with any applicable federal, state, and local laws, rules or regulation affecting any such work, specifically those including, but not limited to, environmental protection, procurement, and safety laws, rules regulations, and ordinances. Contractor shall provide copies of the permits and approvals to the County upon request. Contractor hereby warrants that all Services provided shall comply with all applicable requirements as set forth in the State Standard Agreement 18-HEAP-00026, incorporated herein by reference as though those requirements are set forth herein.

47. **D-U-N-S Number and Related Information:**

D-U-N-S Number is a unique, 9-digit identifier issued and maintained by the Dun & Bradstreet (D&B) that verifies the existence of a business entity. The D-U-N-S number is needed to coordinate with the System for Award Management (SAM) that combines Federal procurement systems and the Catalog of Federal Domestic Assistance into one new system. https://www.SAM.gov

The D-U-N-S Number must be provided to County at the County’s request and prior to the execution of this Contract. Contractor shall ensure all D-U-N-S information is up to date and the D-U-N-S...
number status is “active,” with no active exclusions prior to execution of this Contract. If County cannot access the Contractor’s D-U-N-S information related to this Federal subaward on the Federal Funding Accountability and Transparency Act subaward Reporting system (SAM.GOV) due to errors in the Contractor’s data entry for its D-U-N-S number, the Contractor must immediately update the information as required.

The County reserves the right to verify and validate any information prior to contract award and during the entire term of the Contract.

48. Confidentiality: in addition to confidentiality provision of Article S, Contractor shall ensure the confidentiality, protection and preservation of (1) the County’s Confidential Information (defined below) and (2) any information of a confidential, sensitive, and/or proprietary nature, which may be disclosed or made available to Contractor, its Subcontractors for their performance of Services under this Contract, and all related subordinate agreements (collectively, the “Purpose”).

   a. “Confidential Information” means all non-public information, material, or documents, of any kind, obtained from any participant of the Services, obtained from County or on behalf of the County, and any information obtained in performance of this Contract, through any medium that is:

      i. Designated in writing as “confidential” or “private” at the time of its disclosure; or

      ii. Exploitable data, information protected by privacy law, or other information that is treated as confidential by the County, including all personally identifiable information or protected health information or data that is prohibited from being disclosed for any reason pursuant to law, statute, regulation, ordinance, or contract; or

      iii. Any information that a reasonable person would consider confidential whether or not it is designated as such.

   b. Obligations of Confidence: Except as expressly permitted or further restricted by this provision, Contractor agrees as recipient of the Confidential Information that it will: (a) not disclose such Confidential Information to any third parties, and (b) exercise the same degree of care to protect such Confidential Information from any possession, use or disclosure not expressly permitted by this Contract, that Contractor generally uses to protect its own information of similar nature, but in any event no less than a reasonable standard of care.

   c. Limited Permitted Use and Disclosure: Contractor may possess, use, and disclose Confidential Information obtained through this Contract only as follows:

      i. Possession and Use: Contractor may possess, use and reproduce Confidential Information solely for the Purpose. Contractor shall not use the Confidential Information for any other purpose.

      ii. Disclosure: Contractor may, with the express written consent of the County, disclose Confidential Information to its Affiliates (defined below) and employees on a strict "need to know" basis and solely for the Purpose and in the course of providing the Services, provided that each such entity/person to whom such disclosure is made is notified of the confidential nature of the disclosure and is under an obligation to hold the Confidential Information in confidence under
terms and conditions at least as restrictive as the terms and conditions of this Contract. “Affiliate” means Contractor’s parent or subsidiary company or a corporate affiliate that controls, is controlled by or under common control with Contractor.

iii. Legally Required Disclosure: Disclosure of any Confidential Information by Contractor shall not be precluded if such disclosure is required of Contractor pursuant to court or administrative order, but only to the extent required and provided that Contractor in each instance before making such disclosure first (i) promptly upon receipt of such order notifies County of such order in writing; and (ii) reasonably cooperates with County in making, if available under applicable law, a good faith effort to obtain a protective order or other appropriate determination against or limiting disclosure or use of the Confidential Information, at no cost to County.

iv. Exceptions to Confidentiality: Notwithstanding any other provisions of this Contract, each Party acknowledges that Confidential Information shall not include any information which:

1. is now or becomes part of the public domain through no fault or omission of the Contractor;
2. is already known by the Contractor prior to the disclosure without restriction on disclosure;
3. is lawfully received, without obligation of confidentiality, by the Contractor from others; or
4. is independently developed by or for the Contractor without use of or reference to the County’s Confidential Information.

v. Return or Secure Destruction of Confidential Information: Upon the earlier of: the expiration of this Contract or the request (at any time) of County, the Contractor shall, at the County’s option and pursuant to the County’s written authorization, either: (a) promptly securely destroy all copies of the Confidential Information obtained from the County or furnished to the Contractor, or Contractor’s approved Affiliates and employees, and confirm such destruction to the County in writing, or (b) return to the County all Confidential Information obtained from the County or furnished to the Contractor and Contractor’s approved Affiliates and employees, and confirm such return to the County in writing.

d. Responsibility for Others: Contractor shall be fully responsible for the acts, omissions, breaches, violations of law, and unauthorized uses or disclosures of the County’s Confidential Information by its employees and duly approved Affiliates, agents, and subcontractors (all, as relevant and if any).

e. Survival of Confidentiality Obligations: Contractor’s confidentiality obligations in this Contract and the obligations of this provision shall survive the termination or expiration of the Contract and all related subordinate contracts. Contractor shall keep the County’s Confidential Information confidential indefinitely.
IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and hereby cause this Contract to be executed.

Mercy House Living Centers, Inc.

By: ______________________________  By: ______________________________

Name: Patti Long  Name: ______________________________

Title: Associate Director  Title: ______________________________

Dated: 4/2/2019  Dated: ______________________________

*For Contractors that are corporations, signature requirements are as follows: 1) One signature by the Chairman of the Board, the President or any Vice President; and 2) One signature by the secretary, any Assistant secretary, the Chief Financial Officer or an Assistant Treasurer.

For Contractors that are not corporations, the person who has authority to bind the Contractor to a contract, must sign on one of the lines above.

****************************************************************************************************************************************************************************************

County of Orange
A Political Subdivision of the State of California

By: Dylan Wright, Director  Dated: ______________________________

OC Community Resources

APPROVED AS TO FORM

By: Golnar Zandieh  Dated: 4/2/2019

Deputy County Counsel
ATTACHMENT A

SCOPE OF SERVICES

1. Scope of Services Summary
   A. Activities:
      Contractor shall perform all services set forth herein and is responsible for
      administering the program funded with Homeless Emergency Aid Program
      ("HEAP") Funds, as described as follows, in a manner satisfactory to the
      County and consistent with any standards required as a condition of
      providing the HEAP Funds.

   B. Program Description:
      Contractor, pursuant to requirements set forth in the Scope of Services, will
      provide street outreach, engagement services and rental assistance to
      those experiencing homelessness for all cities in the South Service Planning
      Area (Exhibit “3”) and connect them to appropriate shelter, housing services
      and level of care such as treatment, emergency shelter, permanent
      supportive housing, rental assistance and etc., ("Level of Care")
      ("Program").

   C. Eligible Participants:
      For the purposes of the Program, families/individuals are considered to be
      homeless only when he/she/they lack(s) a fixed, regular and adequate
      nighttime residence and reside(s) in a place not meant for human habitation,
      such as cars, parks, sidewalks, abandoned buildings, motels, or other
      shelters, or for reference as further defined in 24 CFR Part 578.3 and 576.2.

   D. Use of Funds:
      HEAP funds will be used to provide services, such as emergency services,
      rental assistance, outreach and case management services, connection to
      the most appropriate Level of Care and to provide tenant-based rental
      assistance.

   E. Reporting:
      Contractor is required to submit monthly written reports as indicated below.
      Details will include but are not limited to number of street outreach
      placements and the number of placements into residential programs
      (emergency shelter, recovery, board and care, etc.). Additionally, the
      number of placements into rapid rehousing and number of individuals
      served with rental assistance. Other reporting items will be determined in
      coordination with County.
Contractor will enter the data in the Homeless Management Information System (HMIS) and adhere to all implementation guidelines developed under the County of Orange Continuum of Care and per 211OC HMIS standards or amended HMIS standards as amended from time to time.

Contractor will collaborate with County on Coordinated Entry system and other Continuum of Care services/efforts.

Contractor will utilize the County’s ArcGIS Survey 1,2,3 Application to track and report on outreach contacts. The questions on the ArcGIS Survey 1,2,3 Application will be determined by the County and will be made available real time to County staff.

2. Program Staff: Contractor shall staff the Program per the requirements set forth in the Attachment D, Staffing Plan that is incorporated herein by reference.

3. Description of Services/Contractor Responsibilities
The Program will meet the County’s need to provide street outreach and to connect those experiencing homelessness to a shelter or another appropriate level of care.

A. Street Outreach Requirements
Contractor will:
1. Ensure that the Program will be in operation Monday - Friday (8 hours a day).
2. Engage in face-to-face street outreach and
3. Follow up with eligible participants to connect the eligible participants to appropriate Level of Care and housing.
4. Provide referrals to the eligible participants of the available services that meets the eligible participants’ medical, mental and other needs and assist the eligible participants in obtaining the necessary services.
5. Collaborate with County of Orange Continuum of Care and its committees and subcommittees
6. Provide rental assistant program and emergency services throughout the South Service Planning Area to reach as many individuals experiencing homelessness to ensure completion of housing assessments, connection to the system of care, drug and alcohol rehabilitation, housing and other social services.
7. Provide coordination of regional navigation support for South Service Planning Area.
   a. Provide service navigation to region.
   b. Assist County in responding to hotspots.

B. Rental Assistance Requirements:
Contractor will:
1. Ensure the Program is tenant-based.
C. Administrative Management Tasks
Contractor will:
1. Take appropriate action for medical/mental health emergencies.
2. Operate, maintain, coordinate and staff the resources of the Program.
3. Coordinate with County agencies engaged with those experiencing homelessness including but not limited to, Health Care Agency, Social Services Agency, and OC Community Resources, and will also, engage local agencies, social services programs and volunteers to assist with program services. All efforts shall be coordinated with current County services.
4. Provide supplies and equipment as needed.
5. Track program costs.
6. Review all billings and assure payments, if applicable.
7. Provide training as needed to staff, and direction to engaged community groups and volunteers, as appropriate.
8. Complete report on activities, unduplicated individuals served and costs of operation, as requested by County.
9. Contractor will enter the data in the Homeless Management Information System (HMIS) and adhere to all implementation guidelines developed under the County of Orange Continuum of Care and per 211OC HMIS standards or amended HMIS standards as amended from time to time.
10. Contractor will utilize the County’s ArcGIS Survey 1,2,3 Application to track and report on outreach contacts. The questions on the ArcGIS Survey 1,2,3 Application will be determined by the County and will be made available real time to County staff.

D. Program Performance Metrics Requirements
1. Contractor will have a target of ten (10) street exits per month.
2. Contractor will submit reports on a monthly basis. Data and due dates for the monthly reports will be items mutually agreed upon within the County and data collected through HMIS and the ArcGIS Survey 1, 2, 3 County Application. The reports will include the following:
   a. Number of street outreach contacts.
   b. Number and location of residential placements;
   c. Number of individuals who have received gap rental assistance, move-in deposits and other financial assistance;
   d. Number of individuals that have successfully graduated from needing a subsidy;
   e. And other data points as agreed upon with the County.
   f. Data and due dates for the monthly reports will be items mutually agreed upon with the County and data collected through HMIS and the ArcGIS Survey 1, 2, 3 County Application.
4. **Program Design**

A. **Case Management Services** – Contractor shall provide Case Management services to the persons experiencing homelessness who are engaged. The case managers will aid in triaging participants to services that best meet their needs, and then link them to those area services. The goal is to provide progressive engagement to chronically homeless who are challenging to serve and reluctant to seek assistance due to mental health challenges, substance use, and chronic health conditions. Case managers may also help divert people from shelter through family reunification and other means.

B. Contractor acknowledges that they are required to collaborate with other homeless services agencies.

C. Contractor shall comply with all State of California and local regulations including all HEAP requirements, as applicable.

D. Contractor will partner with medical or law enforcement in the event of an emergency. With the nature of the population being served on the streets, there is a need to take precautions, should a medical need or emergency arise. The first reaction for any emergency situation would be to call 9-1-1. Staff and volunteers at these sites will be provided with additional emergency contact numbers. All staff and volunteers at the Program shall be trained on the appropriate emergency procedures in order to handle crisis situations in the most effective manner possible.

E. Contractor will be managed the allotted funds identified in the Contract for the services identified herein pursuant to requirements set forth in Attachment C that is incorporated herein by reference.
ATTACHMENT B
PAYMENT/COMPENSATION

1. **COMPENSATION:**

   This is a cost reimbursable Contract between the County and the Contractor for up to $638,980 for the period of May 1, 2019 through April 30, 2021, as set forth in Attachment A - Scope of Services attached hereto and incorporated herein by reference. 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.

2. **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.

3. **PAYMENT TERMS:**

   An invoice for the reimbursable costs shall be submitted monthly to the address specified and approval of the County Project Manager. Contractor shall reference Contract number on invoice. 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 Orange County Homeless, Housing and Community Development and subject to routine processing requirements of the County. 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 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 services.

   Invoice(s) are to be sent to:
   OC Community Resources
   1770 North Broadway, 4th floor
   Santa Ana, CA 92706-2642
   Attention: Accounts Payable
4. **INVOICING INSTRUCTIONS:**

Further instructions regarding invoicing/reimbursement as set forth in Exhibit 1 - OC Community Resources Contract Reimbursement Policy, are attached hereto and incorporated herein by reference.

The Contractor will provide an invoice on Contractor’s letterhead for services rendered. Each invoice will have a number and will include the following information:

The Demand Letter/Invoice must include

1. Contractor’s name and address
2. Contractor’s remittance address (if different from 1 above)
3. Name of County Agency Department
4. COUNTY CONTRACT/MASTER AGREEMENT number
5. Service date(s) – Month of Service
6. Rate
7. Delivery Order (DO) / Subordinate Agreement Number
8. Deliverables / Service description (in accordance with Attachment A)
9. Contractor’s Federal I. D. number
10. Total

5. **OC COMMUNITY RESOURCES CONTRACT REIMBURSEMENT POLICY:**

Further instructions regarding invoicing/reimbursements as set forth in Exhibit 1 – OC Community Resources Contract Reimbursement Policy, are attached hereto and incorporated herein by reference.
### ATTACHMENT C

#### BUDGET SCHEDULE

**Budget Schedule**

Anticipated Administration and Program Cost Budget

<table>
<thead>
<tr>
<th>Project Costs</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operational Expenses</td>
<td>$29,250</td>
</tr>
<tr>
<td>Program Salaries and Benefits</td>
<td>$459,750</td>
</tr>
<tr>
<td>Direct Client Services</td>
<td>$39,033</td>
</tr>
<tr>
<td>Rental Assistance</td>
<td>$80,519</td>
</tr>
<tr>
<td>Project Activity: other (Admin/data)</td>
<td>$30,428</td>
</tr>
<tr>
<td><strong>Grand Total</strong></td>
<td><strong>$638,980</strong></td>
</tr>
</tbody>
</table>
**ATTACHMENT D**

**STAFFING PLAN**

Staffing Plan

Project Title: **HEAP South County Outreach**

<table>
<thead>
<tr>
<th>Title</th>
<th>FTE</th>
</tr>
</thead>
<tbody>
<tr>
<td>5 - Outreach and Engagement</td>
<td>0.75 FTE</td>
</tr>
<tr>
<td>1 - Outreach and Engagement Manager</td>
<td>0.60 FTE</td>
</tr>
<tr>
<td>1 - Housing Stabilization Specialist</td>
<td>0.24 FTE</td>
</tr>
<tr>
<td>1 – Leasing Manager</td>
<td>0.12 FTE</td>
</tr>
</tbody>
</table>

*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 approval of the County Project Manager.

The County may reserve the right to involve other personnel, as their services are 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.
Subject: OC Community Resources  
Contract Reimbursement Policy  
Effective: July 1, 2010  
Revised: February 7, 2019

PURPOSE:
The purpose of this policy is to provide updated fiscal documentation requirements for contract reimbursement for OC Community Services and Housing & Community Development and Homeless Prevention. The procedures provide instructions for submitting reimbursement demand letter or invoice.

REFERENCES:
- Executed County Board of Supervisors approved contract
- Budget included in contract or presented as an attachment
- 24 CFR Parts 85, 570.502, 570.201, 576.21, 576.51 and 576.61: For Housing & Community Development and Homeless Prevention Contracts only.
- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)

BACKGROUND:
The executed Board of Supervisors approved contract is the authorization for all aspects of payment, including the maximum amount to be paid, the payee, and the scope of services and work. Payments are made in strict accordance with the contract terms. Allowable costs are identified in referenced Uniform Guidance and Code of Federal Regulations (CFR).

ATTACHMENTS:
- Reimbursement Policy Status Form (RPS-1)

POLICY:
Contractor is responsible for the submission of accurate claims. This reimbursement policy is intended to ensure that the Contractor is reimbursed based on the code or codes that correctly describe the services provided. This information is intended to serve only as a general reference resource regarding OC Community Services’ and Housing & Community Development and Homeless Prevention reimbursement policy for the services described and is not intended to address every aspect of a reimbursement situation. Accordingly, OC Community Services and Housing & Community Development and Homeless Prevention may use reasonable discretion in interpreting and applying this policy to services provided in a particular case. Other factors affecting reimbursement may supplement, modify or, in some cases, supersede this policy. These factors may include, but are not limited to: legislative mandates and County directives. OC Community Services and Housing & Community Development and Homeless Prevention may modify this reimbursement policy at any time by publishing a new version of the policy. However, the information presented in this policy is accurate and current as of the date of publication.

Cost incurred by Contractor must be substantiated and incurred during the contract period. Total of all reimbursements cannot exceed the amount of the contract. Cost must be allowable under applicable Code of Federal Regulations (CFR) or Uniform Guidance. All supporting documentation for reimbursement must be submitted with demand letter or invoice. If contract
requires matching contribution, documentation substantiating contribution match must be submitted with demand letter or invoice.

At any time, based on County’s business needs and/or Contractor’s performance, the County may designate Contractor to submit abbreviated or comprehensive documentation, as identified in the respective sections. Upon designation, Contractor will be notified, in writing via Reimbursement Policy Status Form, of which requirements are in full force. When Contractor is required to submit comprehensive documentation, in addition to the items identified in the Abbreviated Documentation Requirements Section, Contractor must also provide the documentation identified in the Comprehensive Documentation Requirements Section.

PROCEDURES:
Abbreviated Documentation Requirements
Compile and submit:
1. Supporting documentation includes, but is not limited to:
   a. General ledger/expense transaction report
   b. Payroll register or labor distribution report
   c. Payroll allocation plan
   d. Personnel Documentation
   e. Benefit plan and calculation of benefit
   f. Employer-employee contract for non-customary benefits (if applicable)
   g. Pre-approval documentation for equipment purchases equal to or greater than $5,000
2. The following is required with the first month’s invoice only:
   a. Cost allocation plan for rent, utilities, etc.
   b. Indirect rate approved by cognizant agency (if applicable)
3. Summary of leveraged resources (if applicable)
4. Demand letters must contain the following certification (if required by Contract):
   “By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31 Sections 3729-3730 and 3801-3812)”
5. Grantee Performance Report (if required by Contract)
6. Supporting documentation shall be on single-sided sheets
7. Please redact employees’ Social Security Number from payroll reports
8. Demand letter or invoice, along with supporting documentation shall be submitted to:
   OC Community Resources Accounting
   1770 N. Broadway, 4th Floor
   Santa Ana, CA 92706

Comprehensive Documentation Requirements
In addition to abbreviated documentation, compile and submit:
9. Purchase orders, invoices, and receipts
10. Cashed checks
11. Check register
12. Consultant/sub-contractor invoices (with description of services)
13. Travel expense documentation: mileage reimbursement, hotel bill, meal reimbursement

ACTION:
Distribute this policy to all appropriate staff

INQUIRIES: Inquiries may be directed to OCCR Accounts Payable at:
OCCRAccountsPayable@occr.ocgov.com
Certification for a Drug-Free Workplace

Mercy House Living Centers, Inc.

Applicant Name

Homeless Emergency Aid Program contract #18-23-0055-HEAP

Program/Activity Receiving Federal Grant Funding

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;
(2) The Applicant’s policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and
(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(I) Abide by the terms of the statement; and
(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

2. Sites for Work Performance. The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above. Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

Check here if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.


Name of Authorized Official: Patti Long

Title: Associate Director

Signature: [Signature]

Date: 4/2/2019

form HUD-50070 (3/98)

ref. Handbooks 7417.1, 7475.13, 7485.1 & .3
SERVICE PLANNING AREAS

Cities of North Region
ANAHEIM
BREA
BUENA PARK
CYPRESS
FULLERTON
LA HABRA
LA PALMA
LOS ALAMITOS
ORANGE
PLACENTIA
ROSSMOOR CDP
STANTON
VILLA PARK
YORBA LINDA

Cities of Central Region
COSTA MESA
FOUNTAIN VALLEY
GARDEN GROVE
HUNTINGTON BEACH
MIDWAY CITY CDP
NEWPORT BEACH
NORTH TUSTIN CDP
SANTA ANA
SEAL BEACH
TUSTIN
WESTMINSTER

Cities of South Region
ALISO VIEJO
COTO DE CAZA CDP
dana point
IRVINE
LADIERA RANCH CDP
LAGUNA BEACH
LAGUNA HILLS
LAGUNA NIGUEL
LAGUNA WOODS
LAKE FOREST
LAS FLORES CDP
MISSION VIEJO
RANCHO SANTA MARGARITA
SAN CLEMENTE
SAN JUAN CAPISTRANO

Region
- North Region
- Central Region
- South Region

Unincorporated

Region: North Region
Region: Central Region
Region: South Region

Exhibit 3

Health Policy Research and Communication, May 2017

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CONTRACT # 18-23-0054-HEAP

FOR

Continuum of Care
Homeless Emergency Aid Program

BETWEEN

COUNTY OF ORANGE

AND

FAMILY ASSISTANCE MINISTRIES
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Attachment C - Budget Schedule
Attachment D - Staffing Plan

EXHIBITS
Exhibit 1 – OC Community Resources Contract Reimbursement Policy
Exhibit 2 – Drug Free Workplace Certification
Exhibit 3 – Service Planning Areas
Contract # 18-23-0054-HEAP
with
Family Assistance Ministries
for
Continuum of Care – Homeless Emergency Aid Program

This Contract # 18-23-0054-HEAP for Continuum of Care – Homeless Emergency Aid Program (hereinafter referred to as “Contract”) 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 by and through OC Community Resources (“OCCR”); hereinafter collectively referred to as “County” and Family Assistance Ministries, a private non-profit corporation in the State of California, with a place of business at 1030 Calle Negocio, San Clemente, CA 92673, DUNS #134000368 (hereinafter referred to as “Contractor”), with the County and Contractor sometimes referred to as “Party” or collectively as “Parties”.

ATTACHMENTS

This Contract is comprised of this document and the following Attachments, and Exhibits which are attached hereto and incorporated by reference into this Contract:

Attachment A – Scope of Services
Attachment B – Payment/Compensation
Attachment C – Budget Schedule
Attachment D – Staffing Plan
Exhibit 1 – OC Community Resources Contract Reimbursement Policy
Exhibit 2 – Drug Free Workplace Certification
Exhibit 3 – Service Planning Areas

RECITALS

WHEREAS, Contractor and County are entering into this Contract for homeless emergency services using Continuum of Care – Homeless Emergency Aid Program (“HEAP”) funds under a cost reimbursement Contract; and

WHEREAS, Contractor agrees to provide homeless emergency services under the Continuum of Care – Homeless Emergency Aid Program as further set forth in the Scope of Services (“Services”), attached hereto as Attachment A; and

WHEREAS, County agrees to pay Contractor as set forth in Payment/Compensation, attached hereto as Attachment B; and

WHEREAS, Contractor agrees to manage allotted funding set forth in the Budget Schedule, attached hereto as Attachment C; and

WHEREAS, Contractor agrees to provide staff set forth in the Staffing Plan, attached hereto as Attachment D; and
WHEREAS, the County Board of Supervisors has authorized the OC Community Resources Director or his designee to enter into a Contract for Continuum of Care – Homeless Emergency Aid Program with the Contractor to carry out certain program Services and activities for the Fiscal Years 2018-2019, 2019-20, and 2020-21.

NOW, THEREFORE, the Parties mutually agree as follows:

DEFINITIONS

“County’s Project Manager” means the OC Community Resources Director or designee, coordinating the grant under its regulations, and the Services provided by the County.

“County’s Contract Administrator” means the “Contract Administrator” who shall administer this Contract as is necessary or reasonable to comply with County policies.

“DUNS Number:” A unique 9-digit identifier issued and maintained by Dun & Bradstreet (D&B) that verifies the existence of a business entity. The DUNS number is needed to coordinate with the System for Award Management (SAM) that combines federal procurement systems and the Catalog of Federal Domestic Assistance into one new system. https://www.SAM.gov.

Service(s): the work or labor, including tasks and duties, and training being performed, or already performed to fulfill the requirements of this Contract including all obligations and responsibilities as set forth in the Scope of Services, Attachment A.

“Subcontractor or Subcontractors” means any entity that furnishes to Contractor Services or supplies relative to this Contract.
ARTICLES

General Terms and Conditions:

A. Governing Law and Venue: This Contract has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.

B. Entire Contract: This Contract, documents incorporated by reference, Attachments A, B, C, and D and Exhibits 1, 2 and 3 contain the entire Contract between the Parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County’s Contract Administrator.

C. Amendments: No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the Parties; no oral understanding or agreement not incorporated herein shall be binding on either of the Parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.

D. Intentionally left blank.

E. Delivery: Time of delivery of Services is of the essence in this Contract. County reserves the right to refuse any Services and to cancel all or any part of the Services not conforming to applicable specifications, drawings, samples or descriptions or Services that do not conform to the prescribed Scope of Services. Acceptance of any part of the order for Services shall not bind County to accept future shipments nor deprive it of the right to return Services already accepted at Contractor’s expense. Over shipments and under shipments of Services shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all Services have actually been received and accepted in writing by County.

F. Acceptance Payment: Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the Services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.

G. Intentionally left blank.

H. Patent/Copyright Materials/Proprietary Infringement: Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through Services provided hereunder will not infringe upon or violate any patent,
proprietary right, or trade secret right of any third Party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph “Z” below, it shall indemnify, defend and hold County and County Indemnites harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney’s fees.

I. **Assignment:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the Parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.

J. **Non-Discrimination:** In the performance of this Contract, (e.g., delivery of Services as identified in the Scope of Services) Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any Subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code. Contractor and its Subcontractors shall comply with the provisions of Fair Employment and Housing Act (Government Code Section 12990 (a – f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a -- ), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated by reference into this Contract as set forth in full. Contractor or its Subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements.

K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days’ written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.

L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

M. **Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers’ compensation or other fringe benefits of any kind through County.

N. **Performance Warranty:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County’s satisfaction. Contractor shall be responsible
for the professional quality, technical assurance, timely completion and coordination of all
documentation and other Services furnished by the Contractor under this Contract. Contractor shall
perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all
necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense
obtain and maintain all permits and licenses required by public authorities, including those of County
required in its governmental capacity, in connection with performance of the work. If permitted to
subcontract, Contractor shall be fully responsible for all work performed by Subcontractors and shall
make sure that Subcontractor(s) follow all requirements of performance under this Contract.

O. Insurance Requirements:
Prior to the provision of Services under this Contract, the Contractor agrees to purchase all required
insurance at Contractor’s expense, including all endorsements required herein, necessary to satisfy
the County that the insurance provisions of this Contract have been complied with. Contractor shall
maintain as required by law, unemployment and disability insurance and shall cause its Subcontractor
to do the same. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and
endorsements on deposit with the County during the entire term of this Contract. In addition, all
Subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain
insurance subject to the same terms and conditions as set forth herein for Contractor.

Contractor shall ensure that all Subcontractors performing work on behalf of Contractor pursuant to
this Contract shall be covered under Contractor’s insurance as an Additional Insured or maintain
insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor
shall not allow Subcontractors to work if Subcontractors have less than the level of coverage required
by County from Contractor under this Contract. It is the obligation of Contractor to provide notice
of the insurance requirements to every Subcontractor and to receive proof of insurance prior to
allowing any Subcontractor to begin work. Such proof of insurance must be maintained by
Contractor through the entirety of this Contract for inspection by County representative(s) at any
reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-
insured retention (SIR) in an amount in excess of Fifty Thousand Dollars ($50,000) shall specifically
be approved by the County’s Risk Manager, or designee, upon review of Contractor’s current audited
financial report. If Contractor’s SIR is approved, Contractor, in addition to, and without limitation
of, any other indemnity provision(s) in this Contract, agrees to all of the following:

1) In addition to the duty to indemnify and hold the County harmless against any and all liability,
claim, demand or suit resulting from Contractor’s, its agents, employee’s or Subcontractor’s
performance of this Contract, Contractor shall defend the County at its sole cost and expense
with counsel approved by Board of Supervisors against same; and

2) Contractor’s duty to defend, as stated above, shall be absolute and irrespective of any duty to
indemnify or hold harmless; and

3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to
which the duty to defend stated above applies, and the Contractor’s SIR provision shall be
interpreted as though the Contractor was an insurer and the County was the insured.
If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

**Qualified Insurer**
The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business in the State of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

<table>
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<th>Coverage</th>
<th>Minimum Limits</th>
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<td>Commercial General Liability</td>
<td>$1,000,000 per occurrence $2,000,000 aggregate</td>
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<tr>
<td>Automobile Liability including coverage for owned, non-owned and hired vehicles</td>
<td>$1,000,000 per occurrence</td>
</tr>
<tr>
<td>Workers Compensation</td>
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<td>Employers Liability Insurance</td>
<td>$1,000,000 per occurrence</td>
</tr>
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<td>Network Security &amp; Privacy Liability</td>
<td>$1,000,000 per claims-made</td>
</tr>
<tr>
<td>Employee Dishonesty (if applicable)</td>
<td>$100,000 per occurrence (limit commensurate with exposure)</td>
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**Required Coverage Forms**
The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

**Required Endorsements**
The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the County of Orange its elected and appointed officials, officers, agents
and employees as Additional Insureds, or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.

2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor’s insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the Certificate of Insurance:

1) An Additional Insured endorsement naming the County of Orange, its elected and appointed officials, officers, agents and employees as Additional Insureds for its vicarious liability.

2) A primary and non-contributing endorsement evidencing that the Contractor’s insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers’ Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

The County of Orange shall be the loss payee on the Employee Dishonesty coverage. A Loss Payee endorsement evidencing that the County of Orange is a Loss Payee shall accompany the Certificate of Insurance.

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

If Contractor’s Network Security & Privacy Liability are “Claims-Made” policy(ies), Contractor shall agree to maintain coverage for two (2) years following the completion of the Contract.

The Commercial General Liability policy shall contain a severability of interests clause also known as a “separation of insureds” clause (standard in the ISO CG 0001 policy).
Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by the Contract Administrator, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

P. **Changes:** Contractor shall make no changes in the work or perform any additional work without the County’s specific written approval.

Q. **Change of Ownership/Name, Litigation Status, Conflicts with County Interests:** Contractor agrees that if there is a change or transfer in ownership of Contractor’s business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor’s duties and obligations contained in this Contract and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of Services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor’s status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a Party to any litigation against the County, or a Party to litigation that may reasonably affect the Contractor’s performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor’s name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.
The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor’s employees, agents, and Subcontractors associated with the provision of Services provided under this Contract. The Contractor’s efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and Subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of Services under the Contract.

R. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.

S. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor’s staff, agents and employees.

T. **Compliance with Laws:** Contractor represents and warrants that Services to be provided under this Contract whether performed by Contractor or its Subcontractors, (e.g., Services identified in Attachment A the Scope of Services of this Contract) shall fully comply, at Contractor’s expense, with all standards, federal and state laws, statutes, restrictions, ordinances, local housing and building codes, requirements, and regulations (collectively “laws”), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the Services at the time Services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph “Z” below, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

U. Intentionally left blank

V. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

W. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each Party shall bear their own attorney’s fees, costs and expenses.
X. **Interpretation:** This Contract has been negotiated at arm’s length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each Party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each Party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other Party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the Party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the Parties and this Contract.

Y. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all federal and state statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County and its County Indemnites, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or County Indemnites or its agents or any combination of the three in connection with any alleged violation of any federal or state statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

Z. **Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County’s Board of Supervisors acts as the governing Board (“County Indemnites”) harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the Services, products or other performance provided by Contractor, its agents, affiliates, employees, or any Subcontractor(s), pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnites, Contractor and County agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment.

AA. **Audits/Inspections:** Contractor agrees to permit the County’s Auditor-Controller or the Auditor-Controller’s authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract.
including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the Contractor’s records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of five years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any Subcontractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor’s records pertaining to this Contract shall be forwarded to the County’s Project Manager.

BB. Contingency of Funds: Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon receipt of funds from, and/or obligation of funds by, Federal, State of California and/or local funds to County; and inclusion of sufficient funding for the Services hereunder in the Budget Schedule approved by County’s Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are delayed, not forthcoming, or are otherwise limited, County may delay reimbursement to Contractor, immediately terminate or modify this Contract without penalty.

CC. Expenditure Limit: The Contractor shall notify the County of Orange assigned Contract Administrator in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for Services exceeding the dollar limit on the Contract unless a written and approved change order to cover those costs has been issued. Board of Supervisor approval may be required.
**Additional Terms and Conditions:**

1. **Scope of Contract**: This Contract specifies the contractual terms and conditions by which the County will procure Services from Contractor as further detailed in the Scope of Services, identified and incorporated herein by this reference as “Attachment A”.

2. **Term of Contract**: This Contract shall commence on May 1, 2019 and continue through April 30, 2021, unless otherwise terminated by the County.

3. **Renewal**: This Contract may be renewed by mutual written agreement of both Parties for one additional one-year term. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.

4. **Maximum Obligation**: The total Maximum Obligation of County to the Contractor for the cost of Services provided in accordance with this Contract is $30,000, as further detailed in the Budget Schedule, identified and incorporated herein by this reference as Attachment “C”.

5. **Amendments - Changes/Extra Work**: The Contractor shall make no changes to this Contract without the County’s written consent. In the event that there are new or unforeseen requirements, the County has the discretion with the Contractor’s concurrence, to make changes at any time without changing the scope of services or price of the Contract.

If County-initiated changes or changes in laws or government regulations affect price, the Contractor’s ability to deliver Services, or the project schedule, the Contractor will give County written notice no later ten (10) days from the date the law or regulation went into effect or the date the change was proposed and Contractor was notified of the change, such changes shall be agreed to in writing and incorporated into a Contract amendment. Said amendment shall be issued by the County-assigned Contract Administrator, shall require the mutual consent of all Parties, and may be subject to approval by the County Board of Supervisors. Nothing herein shall prohibit the Contractor from proceeding with the work as originally set forth or as previously amended in this Contract.

6. **Breach of Contract**: The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

   a) Terminate the Contract immediately, pursuant to Section K herein;

   b) Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;

   c) Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and

   Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
7. **Conditions Affecting Work:**
   The Contractor shall be responsible for taking all steps reasonably necessary, to ascertain the nature and location of the work to be performed under this Contract; and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.

8. **Civil Rights:** Contractor attests that Services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and Federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.

9. **Conflict of Interest – Contractor’s Personnel:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor’s employees, agents, and Subcontractors associated with accomplishing work and Services hereunder. The Contractor’s efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and Subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of the County. Contractor and its Subcontractor(s) should comply with provisions of the California Political Reform Act, Government Code Section 87100 et seq., Government Code Section 1090, if applicable.

10. **Conflict of Interest – County Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.

11. **Consulting Contract – Follow-On Work:**
   No person, firm, subsidiary or Subcontractor of a firm that has been awarded a consulting Services contract or a contract which includes a consulting component may be awarded a Contract for the performance of Services, the purchase of Services, or the provision of any other related action which arises from or can reasonably be deemed an end-product of work performed under the initial consulting to consulting-related Contract.

12. **Project Manager, County**
   The County shall appoint a Project Manager to act as liaison between the County and the Contractor during the term of this Contract. The County’s Project Manager shall coordinate the activities of the County staff assigned to work with the Contractor.

   The County’s Project Manager, in consultation and agreement with the County, shall have the right to require the removal and replacement of the Contractor’s Project Manager and key personnel. The County’s Project Manager shall notify the Contractor in writing of such action. The Contractor shall
accomplish the removal within three (3) business days after written notice from the County’s Project Manager. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor’s Project Manager from providing further Services under the Contract.

13. Contractor’s Project Manager and Key Personnel: Contractor shall appoint a Project Manager to direct the Contractor’s efforts in fulfilling Contractor’s obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County’s Project Manager, which consent shall not be unreasonably withheld.

The Contractor’s Project Manager, in consultation and agreement with County, shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and Services to meet the project time lines.

14. Contractor Personnel – Reference Checks: The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract.

15. County of Orange Child Support Enforcement: Contractor certifies it is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of the Contract with the County of Orange. Failure to comply shall constitute a material breach of the Contract and failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.

16. Data – Title To: All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.

17. Licenses: At its own expense, Contractor and its Subcontractors, if any, shall, at all time during the term of this Contract, maintain in full force and effect such licenses or permits as may be required by the State of California or any other government entity. Contractor and its Subcontractors, if any, shall strictly adhere to, and obey, all governmental rules and regulations now in effect or as subsequently enacted or modified, as promulgated by any local, State, or Federal governmental entity.

18. Disputes – Contract:

A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor’s Project Manager and the County’s Project Manager, such matter shall be brought to the attention of the Contract Administrator by way of the following process:
1. The Contractor shall submit to the agency/department assigned Contract Administrator a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.

2. The Contractor’s written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.

B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the provision of Services. The Contractor’s failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the Director. If the County fails to render a decision within 90 days after receipt of the Contractor’s demand, it shall be deemed a final decision adverse to the Contractor’s contentions. Nothing in this section shall be construed as affecting the County’s right to terminate the Contract for cause or termination for convenience as stated in Section K herein.

19. **EDD Independent Contractor Reporting Requirements:** Effective January 1, 2001, the County of Orange is required to file in accordance with subdivision (a) of Section 6041A of the Internal Revenue Code for Services received from a “service provider” to whom the County pays $600 or more or with whom the County enters into a contract for $600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term “service provider” is defined in California Unemployment Insurance Code Section 1088.8, Subparagraph B.2 as “an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for Services performed for that service recipient within or without the State.” The term is further defined by the California Employment Development Department to refer specifically to independent Contractors. An independent Contractor is defined as “an individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes a contract for Services performed for that ... government entity either in or outside of California.”

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at [http://www.edd.ca.gov/Employer_Services.htm](http://www.edd.ca.gov/Employer_Services.htm).

20. **Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County is declared a disaster area by the County, state or federal government, this Contract may be subjected
to unusual usage. The Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to serving the County’s needs regardless of the circumstances. If the Contractor is unable to supply the Services under the terms of the Contract, then the Contractor shall provide proof of such disruption and a copy of the invoice for the Services from the Contractor’s supplier(s). Additional profit margin as a result of supplying Services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Contractor shall show both the emergency purchase order number and the Contract number.

21. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as Project Manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor’s reports, files or other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor after County approval thereof, County approval of Contractor’s reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.

22. **Non-Supplantation of Funds:**
Contractor shall not supplant any federal, state, or County funds intended for the purposes of this Contract with any funds made available under this Contract. Contractor shall not claim reimbursement from County for, or apply sums received from County with respect to, that portion of its obligations which have been paid by another source of revenue. Contractor agrees that it shall not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for the purposes of obtaining federal, state, or County funds under any federal, state, or County program without prior written approval from the County.

23. **Satisfactory Work:** Services rendered hereunder are to be performed to the written satisfaction of County. County’s staff will interpret all reports and determine the quality, acceptability and progress of the Services rendered.

24. **Access and Records:**

   A. County, the state of California and the United States Government and/or their representatives, shall have access, for purposes of monitoring, auditing, and examining, to Contractor’s activities, books, documents and papers (including computer records and emails) and to records of Contractor’s Subcontractors, consultants, contracted employees, bookkeepers, accountants, employees and participants related to this Contract. Contractor shall insert this condition in each Contract between Contractor and a Subcontractor that is pursuant to this Contract shall require the Subcontractor to agree to this condition. Such departments or representatives shall have the right to make excerpts, transcripts and photocopies of such records and to schedule on site monitoring at their discretion. Monitoring activities also may include, but are not limited to, questioning employees and participants and entering any premises or onto any site in which any of the Services or
activities funded hereunder are conducted or in which any of the records of Contractor are kept. Contractor shall make available its books, documents, papers, financial records, etc., within three (3) days after receipt of written demand by Director which shall be deemed received upon date of sending. In the event Contractor does not make the above referenced documents available within the County of Orange, California, Contractor agrees to pay all necessary and reasonable expenses incurred by County, or County’s designee, in conducting any audit at the location where said records and books of account are maintained.

B. Records Retention. All accounting records and evidence pertaining to all costs of Contractor and all documents related to this Contract shall be kept available at Contractor’s office or place of business for the duration of this Contract and thereafter for five (5) years after completion of an audit. Records which relate to: (1) complaints, claims, administrative proceedings or litigation arising out of the performance of this Contract; or (2) costs and expenses of this Contract to which County or any other governmental department takes exception, shall be retained beyond the five (5) years until final resolution or disposition of such appeals, litigation, claims, or exceptions.

C. Liability. Contractor shall pay to County the full amount of County’s liability to the state or federal government or any department thereof resulting from any disallowance or other audit exceptions to the extent that such liability is attributable to Contractor’s failure to perform under this Contract.

25. Signature in Counterparts: The Parties agree that separate copies of this Contract and/or electronic signatures and handwritten signatures may be signed by each of the Parties, and this Contract will have the same force and effect as if the Original had been signed by all the Parties.

26. Reports/Meetings: The Contractor shall develop reports and any other relevant documents necessary to complete the Services and requirements as set forth in this contract. The County’s Project Manager and the Contractor’s Project Manager will meet on reasonable notice to discuss the Contractor’s performance and progress under this contract. If requested, the Contractor’s Project Manager and other project personnel shall attend all meetings. The Contractor shall provide such information that is requested by the County for the purpose of monitoring progress under this contract.

27. Subcontracting: No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to subcontract any performance of this Contract without the express written consent of the County shall be invalid and shall constitute a breach of this Contract.

In the event that the Contractor is authorized by the County to subcontract, this Contract shall take precedence over the terms of the Contract between Contractor and Subcontractor, and shall incorporate by reference the terms of this Contract. The County shall look to the Contractor for performance and indemnification and not deal directly with any Subcontractor. All work performed by a Subcontractor must meet the approval of the County of Orange. Contractor shall procure Subcontractors pursuant to applicable state, federal, and local procurement statutes, laws, regulations and requirements.
28. **Equal Employment Opportunity:** The Contractor shall comply with U.S. Executive Order 11246 entitled, “Equal Employment Opportunity” as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable State of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

29. **Gratuities:** The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any Services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

30. **News/Information Release:** The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County.

31. **Notices:** Any and all notices, requests, demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the Parties routine exchange of information and cooperation 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 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.

For County:

OC Community Resources
Housing and Community Development/
Homeless Services, Project Manager
1300 S. Grand Ave. Bldg. B, 3rd Floor
Santa Ana, CA 92705-4407

For Contractor:

Family Assistance Ministries
1030 Calle Negocio
San Clemente, CA 92673
Attn: Executive Director

32. **Ownership of Documents:** The County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remains the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Contractor without the express written consent of the County.

33. **Precedence:** The Contract documents consist of this Contract and its attachments and exhibits. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the attachments and exhibits.

34. **Termination – Orderly:** After receipt of a termination notice from the County of Orange, the Contractor may submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination County agrees to pay the Contractor for all Services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each Party shall promptly return to the other Party all papers, materials, and other properties of the other held by each for purposes of performance of the Contract.

35. **Non-Exclusivity:** As long as the Contractor’s or its licensor’s confidential information are not infringed, nothing herein shall prevent the County from providing for itself or obtaining from any third party, at any time during the during the term of this Contract or thereafter, Services, or any type of products or services in any way analogous, similar, or comparable to the Services herein, as applicable, or any other products or services. Nor shall anything in this Contract be construed or
interpreted as limiting the County’s right or ability during the term of this Contract to increase or
decrease its demand for Services hereunder.

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Program Specific Terms and Conditions:

36. **Debarment:** Contractor certifies that it is not debarred or suspended or otherwise excluded from or ineligible for participation in federal/state assistance programs in accordance with 29 CFR Part 98.

37. **Fraud:** Contractor shall immediately report all suspected or known instances and facts concerning possible fraud, abuse or criminal activity under this Contract. Contractor shall inform staff and the general public of how to report fraud, waste or abuse through appropriate postings of incident reporting notice. The County’s Anti-Fraud Program can be accessed through: [http://ocgov.com/gov/risk/programs/antifraud](http://ocgov.com/gov/risk/programs/antifraud).

38. **Fiscal Accountability:**

   A. **Financial Management System:** Contractor shall establish and maintain a sound financial management system, based upon generally accepted accounting principles. Contractor’s system shall provide fiscal control and accounting procedures that will include the following:
      i. Information pertaining to tuition rates, payments, and educational assistance payments; and
      ii. Source documentation to support accounting records; and
      iii. Proper charging of costs and cost allocation.

   B. **Contractor’s Record:** Contractor’s records shall be sufficient to:
      i. Permit preparation of required reports; and
      ii. Permit tracking of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable restrictions on the use of such funds; and
      iii. Permit the tracking of program income, or profits earned, and any costs incurred (such as stand-in costs) that are otherwise allowable except for; and
      iv. Permit tracking and reporting of leveraging as required.

   C. **Costs Charged:** Cost shall be charged to this contract only in accordance with the County and other requirements as required by funding source(s).

39. **Performance Standards:** Contractor shall comply with and adhere to the performance accountability standards as described in this Contract and applicable regulations and the activity levels to be utilized by County for program evaluation and monitoring.

40. **Budget Schedule:** Contractor agrees that the expenditures of any and all funds under this Contract will be in accordance with the Budget Schedule, a copy of which is attached hereto as Attachment C, and which by this reference is incorporated herein and made a part hereof as if fully set forth.

41. **Payment Requirements:**

   If funding levels are significantly affected by state or federal budget and funds are not allocated and available for the continuance of the function performed by Contractor, the Contract may be terminated by the County at the end of the period for which funds are available. The County shall notify Contractor at the earliest possible time of any Service, which will or may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised and the County shall not be obligated nor liable for any damages as a result of termination under this
provision of this Contract, and nothing herein shall be construed as obligating the County to expend or as involving the County in any Contract or other obligation for future payment of money in excess of appropriations authorized by law.

A. Contract Amount: It is expressly agreed and understood that the total amount to be paid by County under this Contract shall not exceed the total County funding as set forth in Attachment B - Payment/Compensation to Contractor attached hereto and incorporated herein by reference.

B. County will reclaim any unused balance of funds for reallocation to other County approved projects.

C. Payment of Project Activities:

1. Payment of Project Activities: County will reimburse Contractor for eligible project-related costs only. Contractor shall submit requests for reimbursement to County on a monthly basis beginning on June 1, 2019, and must provide adequate documentation as required by County in accordance with the OC Community Resources Contract Reimbursement Policy, as set forth in Exhibit 1, attached hereto and incorporated herein by reference. In addition, Contractor will provide a monthly performance report by the 20th of the month for the preceding month of Services, as prescribed by County. Failure to provide any of the required documentation and reporting will cause County to withhold all or a portion of a request for reimbursement, or return the entire reimbursement package to Contractor, until such documentation and reporting has been received and approved by County.

2. If Contractor has no request for reimbursement during any quarter during the term of this Contract, a monthly performance report, including and explanation as to why no invoices were being processed, shall be required in lieu of a request for reimbursement.

3. Contractor will have forty-five (45) days following the expiration of the Contract to submit outstanding invoices for reimbursement of eligible costs incurred during the Contract period. After the forty-five (45) day period for submitting invoices has expired, County shall reallocate the remaining balance under this Contract for other program purposes and Contractor shall be ineligible for any further reimbursement.

D. Funds shall not be disbursed for any costs incurred prior to the certification by County of Certificate(s) of Insurance as further defined in Paragraph O “Insurance Requirements” of this Contract.

E. Eligible costs related to Services provided by Contractor must be incurred during the period beginning May 1, 2019. The Project shall be completed and all funds provided through this Contract shall be expended on eligible Project activities through and including April 30, 2021.

F. If any portion of HEAP funds transferred from or paid by the County to the Contractor are deemed ineligible for a particular use or purpose, Contractor shall return said funds to County within 90 days of County’s written request for reimbursement.

G. ADVANCE - Notwithstanding Paragraph 41.C above, upon written request and justification of an immediate need based upon cash forecasting from Contractor, County
may advance to Contractor a sum not to exceed one-sixth (1/6th) of County’s maximum obligation hereunder a total of $5,000 (Five Thousand Dollars). Project Manager shall reduce the amount of monthly payments in the seventh, eighth, ninth, tenth, and eleventh months by twenty percent (20%) of any advance payment, under Paragraph 41.C above, to recover any outstanding advance or part thereof. Such recovery may not exceed the total of all outstanding advances. No monthly payment shall be made to Contractor which would result in less money remaining unpaid to Contractor than the total of advances made to Contractor.

42. **Modification of Budget:** Upon written approval of County, Contractor shall have the authority to transfer allocated program funds from one category of the overall program Budget to another category of the overall Budget. No such transfer may be made without the express prior written approval of County. A modification of the Budget may include the addition of any new Budget category.

43. **Performance:**
Contractor shall provide the oversight, administration, and project management necessary to accomplish all contracted activities in a timely manner. Contractor also agrees to comply with all applicable Federal, State, and local laws and regulations governing the funds provided under this Contract. The performance of work and Services pursuant to this Contract by Contractor and its Subcontractor(s), if any, shall conform to accepted professional standards associated with all Services provided under this Contract. Contractor shall resolve all issues regarding the performance of Contractor and its Subcontractors, if any, under this Contract using good administrative practices and sound judgment. Contractor shall be accountable to County for the proper use of funds provided to Contractor pursuant to this Contract and for the performance of all work (e.g., Services as identified in the Scope of Services) pursuant to this Contract.

44. **Drug-Free Workplace:**
The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace as set forth in Exhibit 2, attached hereto and incorporated herein by reference.

45. **Publicity, Literature, Advertisements, and Social Media:**

A. County owns all rights to the name, logos, seal and symbols of County. The use and/or reproduction of County’s name, seal, logos, or symbols for any purpose, including commercial advertisement, promotional purposes, announcements, displays, or press releases, without County’s prior written consent is expressly prohibited.

B. Contractor may develop and publish information related to this Contract where all of the following conditions are satisfied:
1. County provides its written approval of the content and publication of the information at least 30 days prior to Contractor publishing the information, unless a difference timeframe for approval is agreed upon by the County;
2. Unless directed otherwise by County, the information includes a statement that the program, wholly or in part, is funded through County, State and Federal government funds [funds identified as applicable];
3. The information does not give the appearance that the County, its officers, employees, or agencies endorse:
   a. any commercial product or service; and,  
   b. any product or service provided by Contractor, unless approved in writing by County; and,

4. If Contractor uses social media (such as Facebook, Twitter, YouTube or other publicly available social media sites) to publish information related to this Contract, Contractor shall develop social media policies and procedures and have them available to County. 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 Contract. The policy is available on the Internet at http://www.ocgov.com/gov/ceo/cio/govpolicies.

46. D-U-N-S Number and Related Information:

   D-U-N-S Number is a unique, 9-digit identifier issued and maintained by the Dun & Bradstreet (D&B) that verifies the existence of a business entity. The D-U-N-S number is needed to coordinate with the System for Award Management (SAM) that combines Federal procurement systems and the Catalog of Federal Domestic Assistance into one new system. https://www.SAM.gov

   The D-U-N-S Number must be provided to County at the County’s request and prior to the execution of this Contract. Contractor shall ensure all D-U-N-S information is up to date and the D-U-N-S number status is “active,” with no active exclusions prior to execution of this Contract. If County cannot access the Contractor’s D-U-N-S information related to this Federal subaward on the Federal Funding Accountability and Transparency Act subaward Reporting system (SAM.GOV) due to errors in the Contractor’s data entry for its D-U-N-S number, the Contractor must immediately update the information as required.

   The County reserves the right to verify and validate any information prior to contract award and during the entire term of the Contract.

47. Compliance with the Law:

   Contractor hereby acknowledges that in addition to Article X of this Contract, in particular, Contractor/Subcontractor warrants that the Services rendered complies with applicable requirements issued by the California State from time to time regarding HEAP, the state and federal law and regulation, including but not limited to Section 65913.4 of the Government Code, Chapter 5 (commencing with section 50210) part 1 Division 31 of the Health and Safety Code, section 50472 of Health and Safety Code; Chapter 2.8 (commencing with Section 50490) is added to Part 2 of Division 31 of the Health and Safety Code; Section 50710.3 of Health and Safety Code; Section 50717 of the Health and Safety Code; Section 8257 of the Welfare and Institutions Code; Section 8400 et seq. of the California Code of Regulations (CCR). If permitted to subcontract, the Contractor shall comply with all applicable procurement requirements including but not limited to 24 C.F.R. part 85. Contractor hereby warrants that the funds received under this Contract shall not be used for costs associated with activities in violation of any law or for any activity not consistent with the intent of the federal/state fund granted and the eligible used identified in Health and Safety Code Section 50214. Contractor shall also be responsible for obtaining any and all permits, licenses, and
approvals required for performing any activities under this Contract, including those necessary to
design, construct, operate, and maintenance of the activities stated in the Scope of Work. Contractor
shall be responsible or observing and complying with any applicable federal, state, and local laws,
rules or regulation affecting any such work, specifically those including, but not limited to,
environmental protection, procurement, and safety laws, rules regulations, and ordinances.
Contractor shall provide copies of the permits and approvals to the County upon request. Contractor
hereby warrants that all Services provided shall comply with all applicable requirements as set forth
in the State Standard Agreement 18-HEAP-00026, incorporated herein by reference as though those
requirements are set forth herein.

48. **Confidentiality:** in addition to confidentiality provision of Article S, Contractor shall ensure the
confidentiality, protection and preservation of (1) the County’s Confidential Information (defined
below) and (2) any information of a confidential, sensitive, and/or proprietary nature, which may be
disclosed or made available to Contractor, its Subcontractors for their performance of Services under
this Contract, and all related subordinate agreements (collectively, the “Purpose”).

a. “Confidential Information” means all non-public information, material, or documents, of
any kind, obtained from any participant of the Services, obtained from County or on
behalf of the County, and any information obtained in performance of this Contract,
through any medium that is:

i. Designated in writing as “confidential” or “private” at the time of its disclosure;
or

ii. Exploitable data, information protected by privacy law, or other information that
is treated as confidential by the County, including all personally identifiable
information or protected health information or data that is prohibited from being
disclosed for any reason pursuant to law, statute, regulation, ordinance, or
contract; or

iii. Any information that a reasonable person would consider confidential whether or
not it is designated as such.

b. Obligations of Confidence: Except as expressly permitted or further restricted by this
provision, Contractor agrees as recipient of the Confidential Information that it will: (a)
not disclose such Confidential Information to any third parties, and (b) exercise the same
degree of care to protect such Confidential Information from any possession, use or
disclosure not expressly permitted by this Contract, that Contractor generally uses to
protect its own information of similar nature, but in any event no less than a reasonable
standard of care.

c. Limited Permitted Use and Disclosure: Contractor may possess, use, and disclose
Confidential Information obtained through this Contract only as follows:

i. Possession and Use: Contractor may possess, use and reproduce Confidential
Information solely for the Purpose. Contractor shall not use the Confidential
Information for any other purpose.

ii. Disclosure: Contractor may, with the express written consent of the County,
disclose Confidential Information to its Affiliates (defined below) and employees
on a strict "need to know" basis and solely for the Purpose and in the course of
providing the Services, provided that each such entity/person to whom such
disclosure is made is notified of the confidential nature of the disclosure and is
under an obligation to hold the Confidential Information in confidence under terms and conditions at least as restrictive as the terms and conditions of this Contract. “Affiliate” means Contractor’s parent or subsidiary company or a corporate affiliate that controls, is controlled by or under common control with Contractor.

iii. Legally Required Disclosure: Disclosure of any Confidential Information by Contractor shall not be precluded if such disclosure is required of Contractor pursuant to court or administrative order, but only to the extent required and provided that Contractor in each instance before making such disclosure first (i) promptly upon receipt of such order notifies County of such order in writing; and (ii) reasonably cooperates with County in making, if available under applicable law, a good faith effort to obtain a protective order or other appropriate determination against or limiting disclosure or use of the Confidential Information, at no cost to County.

iv. Exceptions to Confidentiality: Notwithstanding any other provisions of this Contract, each Party acknowledges that Confidential Information shall not include any information which:

1. is now or becomes part of the public domain through no fault or omission of the Contractor;
2. is already known by the Contractor prior to the disclosure without restriction on disclosure;
3. is lawfully received, without obligation of confidentiality, by the Contractor from others; or
4. is independently developed by or for the Contractor without use of or reference to the County’s Confidential Information.

v. Return or Secure Destruction of Confidential Information: Upon the earlier of: the expiration of this Contract or the request (at any time) of County, the Contractor shall, at the County’s option and pursuant to the County’s written authorization, either: (a) promptly securely destroy all copies of the Confidential Information obtained from the County or furnished to the Contractor, or Contractor’s approved Affiliates and employees, and confirm such destruction to the County in writing, or (b) return to the County all Confidential Information obtained from the County or furnished to the Contractor and Contractor’s approved Affiliates and employees, and confirm such return to the County in writing.

d. Responsibility for Others: Contractor shall be fully responsible for the acts, omissions, breaches, violations of law, and unauthorized uses or disclosures of the County’s Confidential Information by its employees and duly approved Affiliates, agents, and Subcontractors (all, as relevant and if any).

e. Survival of Confidentiality Obligations: Contractor’s confidentiality obligations in this Contract and the obligations of this provision shall survive the termination or expiration of the Contract and all related subordinate contracts. Contractor shall keep the County’s Confidential Information confidential indefinitely.
IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and hereby cause this Contract to be executed.

Family Assistance Ministries

By: Mary Gray Perdue
   Name: Mary Gray Perdue
   Title: Executive Director
   Dated: 4/2/2019

*For Contractors that are corporations, signature requirements are as follows: 1) One signature by the Chairman of the Board, the President or any Vice President; and 2) One signature by the secretary, any Assistant secretary, the Chief Financial Officer or an Assistant Treasurer.

For Contractors that are not corporations, the person who has authority to bind the Contractor to a contract, must sign on one of the lines above.

****************************************************************

County of Orange
A Political Subdivision of the State of California

By: Dylan Wright, Director
   OC Community Resources
   Dated: 4/4/2019

APPROVED AS TO FORM

By: Mary Gray Perdue
   Deputy County Counsel
   Dated: 4/4/2019
ATTACHMENT A

SCOPE OF SERVICES

1. Scope of Services Summary

A. Activities:
Contractor shall perform all services set forth herein; in the program description and is responsible for administering the program funded with Homeless Emergency Aid Program ("HEAP") funds, as described as follows, in a manner satisfactory to the County and consistent with any standards required as a condition of providing the HEAP funds.

B. Program Description:
Contractor, pursuant to requirements set forth in the Scope of Services, shall operate a homeward bound diversion program to reconnect individuals and families experiencing homelessness to their families and support systems outside of Orange County ("Program") Contractor shall serve Countywide, with priority of the South Service Planning Area as identified in Exhibit “3”

C. Eligible Participants:
For the purposes of the Program, a person/household is considered to be homeless only when he/she/they lack(s) a fixed, regular and adequate nighttime residence and reside(s) in a place not meant for human habitation, such as cars, parks, sidewalks, abandoned buildings, motels, or other shelters, or for reference as further defined in 24 CFR Parts 576.2 and 578.3.

D. Use of Funds:
HEAP Funds shall be used to provide contracted services, such as emergency services, to provide people experiencing homelessness a pathway to reconnect with their support systems.

E. Reporting:
Contractor is required to submit monthly written reports in a form mutually agreed upon by Contractor and County. Details may include but are not limited to the number and location of homeward bound clients served.

Contractor shall enter the data in the Homeless Management Information System (HMIS) and adhere to all implementation guidelines developed under the County of Orange Continuum of Care and per 211OC HMIS standards or amended HMIS standards as amended from time to time.

Contractor shall collaborate with County and other Continuum of Care services/efforts.
2. **Description of Program**
   The Contractor shall provide Program services to homeless individuals and their support systems and families; and shall serve with priority the South Service Planning Area, but shall be willing and able to serve the entire County, as needed.

3. **Description of Services/Contractor Responsibilities**
   The Program shall meet the County’s need to provide, coordinate and support homeward bound diversion services.

   B. **Administrative Management Tasks**
      Contractor shall:
      1. Connect willing homeless with their families and support system outside the Orange County.
      2. Coordinate and receive all homeward bound referrals from service providers throughout the County granting priority to those in the South Service Planning Area.
      3. Review all billings and assure payments, if applicable

   C. **Performance Metrics**
      1. Contractor shall have a target of diverting two (2) households per month throughout the term of the Contract.
      2. Contractor shall submit reports on a monthly basis. The report will include number and location of homeward bound clients served.

4. **Program Design**
   A. Contractor acknowledges that they are required to collaborate with other homeless services agencies.
   B. Contractor shall comply with all State of California and local regulations including HEAP requirements, as applicable.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK
ATTACHMENT B

PAYMENT/COMPENSATION

1. **COMPENSATION:**

   This is a cost reimbursable Contract between the County and the Contractor for up to $30,000 for the period of May 1, 2019 through April 30, 2021, as set forth in Attachment A - Scope of Services attached hereto and incorporated herein by reference. 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.

2. **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.

3. **PAYMENT TERMS:**

   An invoice for the reimbursable costs shall be submitted monthly to the address specified and approval of the County Project Manager. Contractor shall reference Contract number on invoice. 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 Orange County Homeless, Housing and Community Development and subject to routine processing requirements of the County. 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 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 services.

   Invoice(s) are to be sent to:
   OC Community Resources
   1770 North Broadway, 4th floor
   Santa Ana, CA 92706-2642
   Attention: Accounts Payable
4. **INVOICING INSTRUCTIONS:**

Further instructions regarding invoicing/reimbursement as set forth in Exhibit 1 - OC Community Resources Contract Reimbursement Policy, are attached hereto and incorporated herein by reference.

The Contractor will provide an invoice on Contractor’s letterhead for services rendered. Each invoice will have a number and will include the following information:

The Demand Letter/Invoice must include

1. Contractor’s name and address
2. Contractor’s remittance address (if different from 1 above)
3. Name of County Agency Department
4. COUNTY CONTRACT/MASTER AGREEMENT number
5. Service date(s) – Month of Service
6. Rate
7. Delivery Order (DO) / Subordinate Agreement Number
8. Deliverables / Service description (in accordance with Attachment A)
9. Contractor’s Federal I. D. number
10. Total

5. **OC COMMUNITY RESOURCES CONTRACT REIMBURSEMENT POLICY:**

Further instructions regarding invoicing/reimbursements as set forth in Exhibit 1 – OC Community Resources Contract Reimbursement Policy, are attached hereto and incorporated herein by reference.
## ATTACHMENT C

### BUDGET SCHEDULE

1. **Budget Schedule**

   Anticipated Administration and Program Cost Budget

<table>
<thead>
<tr>
<th>Project Costs</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Project Activity:</strong> Staffing Labor, Benefits and Contract Labor</td>
<td>$5,724</td>
</tr>
<tr>
<td><strong>Project Activity:</strong> Participant Emergency Transportation and Motel costs</td>
<td>$22,847</td>
</tr>
<tr>
<td><strong>Project Activity:</strong> Overhead</td>
<td>$1,429</td>
</tr>
<tr>
<td><strong>Grand Total</strong></td>
<td>$30,000</td>
</tr>
</tbody>
</table>
**ATTACHMENT D**

**STAFFING PLAN**

**Staffing Plan**

**Project Title:** FAM Homeward Bound

<table>
<thead>
<tr>
<th>Title</th>
<th>FTE*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Case Manager</td>
<td>0.06</td>
</tr>
<tr>
<td>HMIS/Admin</td>
<td>0.01</td>
</tr>
<tr>
<td>Program Manager</td>
<td>0.01</td>
</tr>
</tbody>
</table>

*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 approval of the County Project Manager.

The County may reserve the right to involve other personnel, as their services are 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.
Subject: OC Community Resources Contract Reimbursement Policy

Effective: July 1, 2010
Revised: February 7, 2019

PURPOSE:
This policy contains updated fiscal documentation requirements for contract reimbursement for OC Community Services and Housing & Community Development and Homeless Prevention. The procedures provide instructions for submitting reimbursement demand letter or invoice.

REFERENCES:
Executed County Board of Supervisors approved contract
Budget included in contract or presented as an attachment
48 CFR Part 31 Contract Cost Principles and Procedures
24 CFR Parts 85, 570.502, 570.201, 576.21, 576.51 and 576.61: For Housing & Community Development and Homeless Prevention Contracts only.
Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)

BACKGROUND:
The executed Board of Supervisors approved contract is the authorization for all aspects of payment, including the maximum amount to be paid, the payee, and the scope of services and work. Payments are made in strict accordance with the contract terms. Allowable costs are identified in referenced Uniform Guidance and Code of Federal Regulations (CFR).

ATTACHMENTS:
Reimbursement Policy Status Form (RPS-1)

POLICY:
Contractor is responsible for the submission of accurate claims. This reimbursement policy is intended to ensure that the Contractor is reimbursed based on the code or codes that correctly describe the services provided. This information is intended to serve only as a general reference resource regarding OC Community Services’ and Housing & Community Development and Homeless Prevention reimbursement policy for the services described and is not intended to address every aspect of a reimbursement situation. Accordingly, OC Community Services and Housing & Community Development and Homeless Prevention may use reasonable discretion in interpreting and applying this policy to services provided in a particular case. Other factors affecting reimbursement may supplement, modify or, in some cases, supersede this policy. These factors may include, but are not limited to: legislative mandates and County directives. OC Community Services and Housing & Community Development and Homeless Prevention may modify this reimbursement policy at any time by publishing a new version of the policy. However, the information presented in this policy is accurate and current as of the date of publication.

Cost incurred by Contractor must be substantiated and incurred during the contract period. Total of all reimbursements cannot exceed the amount of the contract. Cost must be allowable under applicable Code of Federal Regulations (CFR) or Uniform Guidance. All supporting documentation for reimbursement must be submitted with demand letter or invoice. If contract
requires matching contribution, documentation substantiating contribution match must be submitted with demand letter or invoice.

At any time, based on County’s business needs and/or Contractor’s performance, the County may designate Contractor to submit abbreviated or comprehensive documentation, as identified in the respective sections. Upon designation, Contractor will be notified, in writing via Reimbursement Policy Status Form, of which requirements are in full force. When Contractor is required to submit comprehensive documentation, in addition to the items identified in the Abbreviated Documentation Requirements Section, Contractor must also provide the documentation identified in the Comprehensive Documentation Requirements Section.

PROCEDURES:
Abbreviated Documentation Requirements

Compile and submit:
1. Supporting documentation includes, but is not limited to:
   a. General ledger/expense transaction report
   b. Payroll register or labor distribution report
   c. Payroll allocation plan
   d. Personnel Documentation
   e. Benefit plan and calculation of benefit
   f. Employer-employee contract for non-custodial benefits (if applicable)
   g. Pre-approval documentation for equipment purchases equal to or greater than $5,000
2. The following is required with the first month’s invoice only:
   a. Cost allocation plan for rent, utilities, etc.
   b. Indirect rate approved by cognizant agency (if applicable)
3. Summary of leveraged resources (if applicable)
4. Demand letters must contain the following certification (if required by Contract):
   “By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31 Sections 3729-3730 and 3801-3812)”
5. Grantee Performance Report (if required by Contract)
6. Supporting documentation shall be on single-sided sheets
7. Please redact employees’ Social Security Number from payroll reports
8. Demand letter or invoice, along with supporting documentation shall be submitted to:
   OC Community Resources Accounting
   1770 N. Broadway, 4th Floor
   Santa Ana, CA 92706

Comprehensive Documentation Requirements

In addition to abbreviated documentation, compile and submit:
9. Purchase orders, invoices, and receipts
10. Cashed checks
11. Check register
12. Consultant/sub-contractor invoices (with description of services)
13. Travel expense documentation: mileage reimbursement, hotel bill, meal reimbursement

ACTION:
Distribute this policy to all appropriate staff

INQUIRIES: Inquiries may be directed to OCCR Accounts Payable at:
OCCRAccountsPayable@occr.ocgov.com
Certification for a Drug-Free Workplace

U.S. Department of Housing and Urban Development

Family Assistance Ministries

Applicant Name

Homeless Emergency Aid Program – Contract #18-23-0054- HEAP

Program/Activity Receiving Federal Grant Funding

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(3) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Abide by the terms of the statement; and

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(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(3) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

Check here if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.


Name of Authorized Official: Mary Gray Perdue

Title: Executive Director

Signature: Mary Gray Perdue

Date: 4/2/2019
CONTRACT # 18-23-0053-HEAP

FOR

Continuum of Care
Homeless Emergency Aid Program

BETWEEN

COUNTY OF ORANGE

AND

FAMILIES FORWARD
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ATTACHMENTS

Attachment A - Scope of Services
Attachment B - Payment/Compensation
Attachment C - Budget Schedule

EXHIBITS

Exhibit 1 – OC Community Resources Contract Reimbursement Policy
Exhibit 2 – Drug Free Workplace Certification
Exhibit 3 – Service Planning Areas
Contract # 18-23-0053-HEAP
with
Families Forward
for
Continuum of Care – Homeless Emergency Aid Program

This Contract #18-23-0053-HEAP for Continuum of Care – Homeless Emergency Aid Program (hereinafter referred to as “Contract”) 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 by and through OC Community Resources (“OCCR”); hereinafter collectively referred to as “County” and Families Forward, a private non-profit corporation in the State of California, with a place of business at 8 Thomas, Irvine, CA 92618-2763, DUNS #610093825 (hereinafter referred to as “Contractor”), with the County and Contractor sometimes referred to as “Party” or collectively as “Parties”.

ATTACHMENTS

This Contract is comprised of this document and the following Attachments, and Exhibits which are attached hereto and incorporated by reference into this Contract:

Attachment A – Scope of Services
Attachment B – Payment/Compensation
Attachment C – Budget Schedule
Exhibit 1 – OC Community Resources Contract Reimbursement Policy
Exhibit 2 – Drug Free Workplace Certification
Exhibit 3 – Service Planning Areas

RECITALS

WHEREAS, Contractor and County are entering into this Contract for homeless emergency services and rental assistance using Continuum of Care – Homeless Emergency Aid Program (“HEAP”) funds under a cost reimbursement Contract; and

WHEREAS, Contractor agrees to provide services pertaining to homeless emergency services and rental assistance under the Continuum of Care – Homeless Emergency Aid Program as further set forth in the Scope of Services (“Services”), attached hereto as Attachment A; and

WHEREAS, County agrees to pay Contractor as set forth in Payment/Compensation, attached hereto as Attachment B; and

WHEREAS, Contractor agrees to manage allotted funding set forth in the Budget Schedule, attached hereto as Attachment C; and

WHEREAS, the County Board of Supervisors has authorized the OC Community Resources Director or his designee to enter into a Contract for Continuum of Care – Homeless Emergency Aid Program with the Contractor to carry out certain program Services and activities for the Fiscal Years 2018-2019, 2019-20, and 2020-21.
NOW, THEREFORE, the Parties mutually agree as follows:

DEFINITIONS

“County’s Project Manager” means the OC Community Resources Director or designee, coordinating the HEAP funds under its regulations, and the Services provided by the County.

“County’s Contract Administrator” means the “Contract Administrator” who shall administer this Contract as is necessary or reasonable to comply with County policies.

“DUNS Number:” A unique 9-digit identifier issued and maintained by Dun & Bradstreet (D&B) that verifies the existence of a business entity. The DUNS number is needed to coordinate with the System for Award Management (SAM) that combines federal procurement systems and the Catalog of Federal Domestic Assistance into one new system. https://www.SAM.gov.

Service(s): the work or labor, including tasks and duties, and training being performed, or already performed to fulfill the requirements of this Contract including all obligations and responsibilities as set forth in Attachments A - C.

“Subcontractor or Subcontractors” means any entity that furnishes to Contractor Services or supplies relative to this Contract.
ARTICLES

General Terms and Conditions:

A. Governing Law and Venue: This Contract has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.

B. Entire Contract: This Contract, documents incorporated by reference, Attachments A, B, and C and Exhibits 1, 2, and 3 contain the entire Contract between the Parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County’s Contract Administrator.

C. Amendments: No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the Parties; no oral understanding or agreement not incorporated herein shall be binding on either of the Parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.

D. Intentionally left blank.

E. Delivery: Time of delivery of Services is of the essence in this Contract. County reserves the right to refuse any Services and to cancel all or any part of the Services not conforming to applicable specifications, drawings, samples or descriptions of Services that do not conform to the prescribed Scope of Services. Acceptance of any part of the order for Services shall not bind County to accept future shipments nor deprive it of the right to return Services already accepted at Contractor's expense. Over shipments and under shipments of Services shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all Services have actually been received and accepted in writing by County.

F. Acceptance Payment: Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the Services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.

G. Intentionally left blank.

H. Patent/Copyright Materials/Proprietary Infringement: Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through Services provided hereunder will not infringe upon or violate any patent,
proprietary right, or trade secret right of any third Party. Contractor agrees that, in accordance with
the more specific requirement contained in paragraph “Z” below, it shall indemnify, defend and hold
County and County Indemnitees harmless from any and all such claims and be responsible for
payment of all costs, damages, penalties and expenses related to or arising from such claim(s),
including, costs and expenses but not including attorney’s fees.

I. Assignment: The terms, covenants, and conditions contained herein shall apply to and bind the
heirs, successors, executors, administrators and assigns of the Parties. Furthermore, neither the
performance of this Contract nor any portion thereof may be assigned by Contractor without the
express written consent of County. Any attempt by Contractor to assign the performance or any
portion thereof of this Contract without the express written consent of County shall be invalid and
shall constitute a breach of this Contract.

J. Non-Discrimination: In the performance of this Contract, (e.g., delivery of Services as identified
in the Scope of Services) Contractor agrees that it will comply with the requirements of Section 1735
of the California Labor Code and not engage nor permit any Subcontractors to engage in
discrimination in employment of persons because of the race, religious creed, color, national origin,
ancestry, physical disability, mental disability, medical condition, marital status, or sex of such
persons. Contractor acknowledges that a violation of this provision shall subject Contractor to
penalties pursuant to Section 1741 of the California Labor Code. Contractor and its Subcontractors
shall comply with the provisions of Fair Employment and Housing Act (Government Code Section
12990 (a – f) et seq.) and the applicable regulations promulgated thereunder (California Code of
Regulations, Title 2, section 7285 et seq.). The applicable regulations of the Fair Employment and
Housing Commission implementing Government Code section 12990 (a – ), set forth in Chapter 5
of Division 4 of Title 2 of the California Code of Regulations, are incorporated by reference into
this Contract bas if set forth in full. Contractor or its Subcontractors shall give written notice of their
obligations under this clause to labor organizations with which they have a collective bargaining or
other agreements.

K. Termination: In addition to any other remedies or rights it may have by law, County has the right
to immediately terminate this Contract without penalty for cause or after 30 days’ written notice
without cause, unless otherwise specified. Cause shall be defined as any material breach of contract,
any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to
terminate the Contract shall relieve County of all further obligation.

L. Consent to Breach Not Waiver: No term or provision of this Contract shall be deemed waived and
no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed
to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other,
whether express or implied, shall not constitute consent to, waiver of, or excuse for any other
different or subsequent breach.

M. Independent Contractor: Contractor shall be considered an independent contractor and neither
Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an
employee of County. Neither Contractor, its employees nor anyone working under Contractor shall
qualify for workers’ compensation or other fringe benefits of any kind through County.

N. Performance Warranty: Contractor shall warrant all work under this Contract, taking necessary
steps and precautions to perform the work to County’s satisfaction. Contractor shall be responsible
for the professional quality, technical assurance, timely completion and coordination of all documentation and other Services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by Subcontractors and shall make sure that Subcontractor(s) follow all requirements of performance under this Contract.

O. Insurance Requirements:
Prior to the provision of Services under this Contract, the Contractor agrees to purchase all required insurance at Contractor’s expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor shall maintain as required by law, unemployment and disability insurance and shall cause its Subcontractor to do the same. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this Contract. In addition, all Subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

Contractor shall ensure that all Subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor’s insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow Subcontractors to work if Subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every Subcontractor and to receive proof of insurance prior to allowing any Subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars ($50,000) shall specifically be approved by the County’s Risk Manager, or designee, upon review of Contractor’s current audited financial report. If Contractor’s SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

1) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Contractor’s, its agents, employee’s or Subcontractor’s performance of this Contract, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and

2) Contractor’s duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and

3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Contractor’s SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.
If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

**Qualified Insurer**

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the *Best's Key Rating Guide/Property-Casualty/United States or ambest.com*). It is preferred, but not mandatory, that the insurer be licensed to do business in the State of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

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<th>Coverage</th>
<th>Minimum Limits</th>
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<tbody>
<tr>
<td>Commercial General Liability</td>
<td>$1,000,000 per occurrence</td>
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<tr>
<td></td>
<td>$2,000,000 aggregate</td>
</tr>
<tr>
<td>Automobile Liability including coverage</td>
<td>$1,000,000 per occurrence</td>
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<tr>
<td>for owned, non-owned and hired vehicles</td>
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<td>$100,000 per occurrence (limit</td>
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<tr>
<td></td>
<td>Commensurate with exposure</td>
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**Required Coverage Forms**

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

**Required Endorsements**

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the *County of Orange its elected and appointed officials, officers, agents*
and employees as Additional Insureds, or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN CONTRACT.**

2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor’s insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the Certificate of Insurance:

1) An Additional Insured endorsement naming the **County of Orange, its elected and appointed officials, officers, agents and employees** as Additional Insureds for its vicarious liability.

2) A primary and non-contributing endorsement evidencing that the Contractor’s insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers’ Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the **County of Orange, its elected and appointed officials, officers, agents and employees** or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN CONTRACT.**

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

The County of Orange shall be the loss payee on the Employee Dishonesty coverage. A Loss Payee endorsement evidencing that the County of Orange is a Loss Payee shall accompany the Certificate of Insurance.

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

If Contractor’s Network Security & Privacy Liability are “Claims-Made” policy(ies), Contractor shall agree to maintain coverage for two (2) years following the completion of the Contract.

The Commercial General Liability policy shall contain a severability of interests clause also known as a “separation of insureds” clause (standard in the ISO CG 0001 policy).
Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by the Contract Administrator, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

P. **Changes:** Contractor shall make no changes in the work or perform any additional work without the County’s specific written approval.

Q. **Change of Ownership/Name, Litigation Status, Conflicts with County Interests:** Contractor agrees that if there is a change or transfer in ownership of Contractor’s business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor’s duties and obligations contained in this Contract and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of Services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor’s status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a Party to any litigation against the County, or a Party to litigation that may reasonably affect the Contractor’s performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor’s name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.
The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor’s employees, agents, and Subcontractors associated with the provision of Services provided under this Contract. The Contractor’s efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and Subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of Services under the Contract.

R. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails itself of any available remedies.

S. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor’s staff, agents and employees.

T. **Compliance with Laws:** Contractor represents and warrants that Services to be provided under this Contract whether performed by Contractor or its Subcontractors, (e.g., Services identified in Attachment A the Scope of Services of this Contract) shall fully comply, at Contractor’s expense, with all standards, federal and state laws, statutes, restrictions, ordinances, local housing and building codes, requirements, and regulations (collectively “laws”), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the Services at the time Services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph “Z” below, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

U. **Intentionally left blank.**

V. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

W. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each Party shall bear their own attorney’s fees, costs and expenses.
X. **Interpretation:** This Contract has been negotiated at arm’s length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each Party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each Party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other Party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the Party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the Parties and this Contract.

Y. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all federal and state statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County and its County Indemnities, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or County Indemnites or its agents or any combination of the three in connection with any alleged violation of any federal or state statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

Z. **Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County’s Board of Supervisors acts as the governing Board (“County Indemnites”) harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the Services, products or other performance provided by Contractor, its agents, affiliates, employees, or any Subcontractor(s), pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnites, Contractor and County agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment.

AA. **Audits/Inspections:** Contractor agrees to permit the County’s Auditor-Controller or the Auditor-Controller’s authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract.
including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the Contractor’s records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of five years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any Subcontractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor’s records pertaining to this Contract shall be forwarded to the County’s Project Manager.

BB. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon receipt of funds from, and/or obligation of funds by, Federal, State of California and/or local funds to County; and inclusion of sufficient funding for the Services hereunder in the Budget Schedule approved by County’s Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are delayed, not forthcoming, or are otherwise limited, County may delay reimbursement to Contractor, immediately terminate or modify this Contract without penalty.

CC. **Expenditure Limit:** The Contractor shall notify the County of Orange assigned Contract Administrator in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for Services exceeding the dollar limit on the Contract unless a written and approved change order to cover those costs has been issued. Board of Supervisor approval may be required.
**Additional Terms and Conditions:**

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County will procure Services from Contractor as further detailed in the Scope of Services, identified and incorporated herein by this reference as “Attachment A”.

2. **Term of Contract:** This Contract shall commence on May 1, 2019 and continue through April 30, 2021, unless otherwise terminated by the County.

3. **Renewal:** This Contract may be renewed by mutual written agreement of both Parties for one additional one-year term. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.

4. **Maximum Obligation:**
   The total Maximum Obligation of County to the Contractor for the cost of Services provided in accordance with this Contract is $500,000, as further detailed in the Budget Schedule, identified and incorporated herein by this reference as Attachment “C”.

5. **Amendments - Changes/Extra Work:**
   The Contractor shall make no changes to this Contract without the County’s written consent. In the event that there are new or unforeseen requirements, the County has the discretion with the Contractor’s concurrence, to make changes at any time without changing the scope of services or price of the Contract.

   If County-initiated changes or changes in laws or government regulations affect price, the Contractor’s ability to deliver Services, or the project schedule, the Contractor will give County written notice no later ten (10) days from the date the law or regulation went into effect or the date the change was proposed and Contractor was notified of the change, such changes shall be agreed to in writing and incorporated into a Contract amendment. Said amendment shall be issued by the County-assigned Contract Administrator, shall require the mutual consent of all Parties, and may be subject to approval by the County Board of supervisors. Nothing herein shall prohibit the Contractor from proceeding with the work as originally set forth or as previously amended in this Contract.

6. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

   a) Terminate the Contract immediately, pursuant to Section K herein;

   b) Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;

   c) Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and

   Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
7. **Conditions Affecting Work:**

   The Contractor shall be responsible for taking all steps reasonably necessary, to ascertain the nature and location of the work to be performed under this Contract; and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.

8. **Civil Rights:** Contractor attests that Services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and Federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.

9. **Conflict of Interest – Contractor’s Personnel:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor’s employees, agents, and Subcontractors associated with accomplishing work and Services hereunder. The Contractor’s efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and Subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of the County. Contractor and its Subcontractor(s) should comply with provisions of the California Political Reform Act, Government Code Section 87100 et seq., Government Code Section 1090, if applicable.

10. **Conflict of Interest – County Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.

11. **Consulting Contract – Follow-On Work:**

    No person, firm, subsidiary or Subcontractor of a firm that has been awarded a consulting Services contract or a contract which includes a consulting component may be awarded a Contract for the performance of Services, the purchase of Services, or the provision of any other related action which arises from or can reasonably be deemed an end-product of work performed under the initial consulting to consulting-related Contract.

12. **Project Manager, County**

    The County shall appoint a Project Manager to act as liaison between the County and the Contractor during the term of this Contract. The County’s Project Manager shall coordinate the activities of the County staff assigned to work with the Contractor.

    The County’s Project Manager, in consultation and agreement with the County, shall have the right to require the removal and replacement of the Contractor’s Project Manager and key personnel. The County’s Project Manager shall notify the Contractor in writing of such action. The Contractor shall
accomplish the removal within three (3) business days after written notice from the County’s Project Manager. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor’s Project Manager from providing further Services under the Contract.

13. **Contractor’s Project Manager and Key Personnel:** Contractor shall appoint a Project Manager to direct the Contractor’s efforts in fulfilling Contractor’s obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County’s Project Manager, which consent shall not be unreasonably withheld.

The Contractor’s Project Manager, in consultation and agreement with County, shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and Services to meet the project time lines.

14. **Contractor Personnel – Reference Checks:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract.

15. **County of Orange Child Support Enforcement:** Contractor certifies it is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of the Contract with the County of Orange. Failure to comply shall constitute a material breach of the Contract and failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.

16. **Data – Title To:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.

17. **Licenses:** At its own expense, Contractor and its Subcontractors, if any, shall, at all time during the term of this Contract, maintain in full force and effect such licenses or permits as may be required by the State of California or any other government entity. Contractor and its Subcontractors, if any, shall strictly adhere to, and obey, all governmental rules and regulations now in effect or as subsequently enacted or modified, as promulgated by any local, State, or Federal governmental entity.

18. **Disputes – Contract:**

   A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor’s Project Manager and the County’s Project Manager, such matter shall be brought to the attention of the Contract Administrator by way of the following process:
1. The Contractor shall submit to the agency/department assigned Contract Administrator a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.

2. The Contractor’s written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.

B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the provision of Services. The Contractor’s failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the Director. If the County fails to render a decision within 90 days after receipt of the Contractor’s demand, it shall be deemed a final decision adverse to the Contractor’s contentions. Nothing in this section shall be construed as affecting the County’s right to terminate the Contract for cause or termination for convenience as stated in Section K herein.

19. **EDD Independent Contractor Reporting Requirements:** Effective January 1, 2001, the County of Orange is required to file in accordance with subdivision (a) of Section 6041A of the Internal Revenue Code for Services received from a “service provider” to whom the County pays $600 or more or with whom the County enters into a contract for $600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term “service provider” is defined in California Unemployment Insurance Code Section 1088.8, Subparagraph B.2 as “an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for Services performed for that service recipient within or without the State.” The term is further defined by the California Employment Development Department to refer specifically to independent Contractors. An independent Contractor is defined as “an individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes a contract for Services performed for that ... government entity either in or outside of California.”

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at [http://www.edd.ca.gov/Employer_Services.htm](http://www.edd.ca.gov/Employer_Services.htm).

20. **Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County is declared a disaster area by the County, state or federal government, this Contract may be subjected...
to unusual usage. The Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to serving the County’s needs regardless of the circumstances. If the Contractor is unable to supply the Services under the terms of the Contract, then the Contractor shall provide proof of such disruption and a copy of the invoice for the Services from the Contractor’s supplier(s). Additional profit margin as a result of supplying Services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Contractor shall show both the emergency purchase order number and the Contract number.

21. Errors and Omissions: All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as Project Manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor’s reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor after County approval thereof, County approval of Contractor’s reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.

22. Non-Supplantation of Funds:
Contractor shall not supplant any federal, state, or County funds intended for the purposes of this Contract with any funds made available under this Contract. Contractor shall not claim reimbursement from County for, or apply sums received from County with respect to, that portion of its obligations which have been paid by another source of revenue. Contractor agrees that it shall not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for the purposes of obtaining federal, state, or County funds under any federal, state, or County program without prior written approval from the County.

23. Satisfactory Work: Services rendered hereunder are to be performed to the written satisfaction of County. County’s staff will interpret all reports and determine the quality, acceptability and progress of the Services rendered.

24. Access and Records:

A. County, the state of California and the United States Government and/or their representatives, shall have access, for purposes of monitoring, auditing, and examining, to Contractor’s activities, books, documents and papers (including computer records and emails) and to records of Contractor’s Subcontractors, consultants, contracted employees, bookkeepers, accountants, employees and participants related to this Contract. Contractor shall insert this condition in each Contract between Contractor and a Subcontractor that is pursuant to this Contract shall require the Subcontractor to agree to this condition. Such departments or representatives shall have the right to make excerpts, transcripts and photocopies of such records and to schedule on site monitoring at their discretion. Monitoring activities also may include, but are not limited to, questioning employees and participants and entering any premises or onto any site in which any of the Services or
activities funded hereunder are conducted or in which any of the records of Contractor are kept. Contractor shall make available its books, documents, papers, financial records, etc., within three (3) days after receipt of written demand by Director which shall be deemed received upon date of sending. In the event Contractor does not make the above referenced documents available within the County of Orange, California, Contractor agrees to pay all necessary and reasonable expenses incurred by County, or County’s designee, in conducting any audit at the location where said records and books of account are maintained.

B. **Records Retention.** All accounting records and evidence pertaining to all costs of Contractor and all documents related to this Contract shall be kept available at Contractor’s office or place of business for the duration of this Contract and thereafter for five (5) years after completion of an audit. Records which relate to: (1) complaints, claims, administrative proceedings or litigation arising out of the performance of this Contract; or (2) costs and expenses of this Contract to which County or any other governmental department takes exception, shall be retained beyond the five (5) years until final resolution or disposition of such appeals, litigation, claims, or exceptions.

C. **Liability.** Contractor shall pay to County the full amount of County’s liability to the state or federal government or any department thereof resulting from any disallowance or other audit exceptions to the extent that such liability is attributable to Contractor’s failure to perform under this Contract.

25. **Signature in Counterparts:** The Parties agree that separate copies of this Contract and/or electronic signatures and handwritten signatures may be signed by each of the Parties, and this Contract will have the same force and effect as if the Original had been signed by all the Parties.

26. **Reports/Meetings:** The Contractor shall develop reports and any other relevant documents necessary to complete the Services and requirements as set forth in this contract. The County’s Project Manager and the Contractor’s Project Manager will meet on reasonable notice to discuss the Contractor’s performance and progress under this contract. If requested, the Contractor’s Project Manager and other project personnel shall attend all meetings. The Contractor shall provide such information that is requested by the County for the purpose of monitoring progress under this contract.

27. **Subcontracting:** No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to subcontract any performance of this Contract without the express written consent of the County shall be invalid and shall constitute a breach of this Contract.

In the event that the Contractor is authorized by the County to subcontract, this Contract shall take precedence over the terms of the Contract between Contractor and Subcontractor, and shall incorporate by reference the terms of this Contract. The County shall look to the Contractor for performance and indemnification and not deal directly with any Subcontractor. All work performed by a Subcontractor must meet the approval of the County of Orange. Contractor shall procure Subcontractors pursuant to applicable state, federal, and local procurement statutes, laws, regulations and requirements.
28. **Equal Employment Opportunity:** The Contractor shall comply with U.S. Executive Order 11246 entitled, “Equal Employment Opportunity” as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable State of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

29. **Gratuities:** The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any Services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

30. **News/Information Release:** The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County.

31. **Notices:** Any and all notices, requests, demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the Parties routine exchange of information and cooperation 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 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.

For County:

OC Community Resources
Housing and Community Development/ Homeless Services, Project Manager
1300 S. Grand Ave. Bldg. B, 3rd Floor
Santa Ana, CA 92705-4407

For Contractor:

Families Forward
8 Thomas
Irvine, CA 92618-2763
Attn: Executive Director

32. Ownership of Documents: The County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remains the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Contractor without the express written consent of the County.

33. Precedence: The Contract documents consist of this Contract and its attachments and exhibits. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the attachments and exhibits.

34. Termination – Orderly: After receipt of a termination notice from the County of Orange, the Contractor may submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination County agrees to pay the Contractor for all Services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each Party shall promptly return to the other Party all papers, materials, and other properties of the other held by each for purposes of performance of the Contract.

35. Non-Exclusivity: As long as the Contractor’s or its licensor’s confidential information are not infringed, nothing herein shall prevent the County from providing for itself or obtaining from any third party, at any time during the during the term of this Contract or thereafter, Services, or any type of products or services in any way analogous, similar, or comparable to the Services herein, as applicable, or any other products or services. Nor shall anything in this Contract be construed or
interpreted as limiting the County’s right or ability during the term of this Contract to increase or decrease its demand for Services hereunder.

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Program Specific Terms and Conditions:

36. **Debarment:** Contractor certifies that it is not debarred or suspended or otherwise excluded from or ineligible for participation in federal/state assistance programs in accordance with 29 CFR Part 98.

37. **Fraud:** Contractor shall immediately report all suspected or known instances and facts concerning possible fraud, abuse or criminal activity under this Contract. Contractor shall inform staff and the general public of how to report fraud, waste or abuse through appropriate postings of incident reporting notice. The County’s Anti-Fraud Program can be accessed through: http://ocgov.com/gov/risk/programs/antifraud.

38. **Fiscal Accountability:**

   A. **Financial Management System:** Contractor shall establish and maintain a sound financial management system, based upon generally accepted accounting principles. Contractor’s system shall provide fiscal control and accounting procedures that will include the following:
      i. Information pertaining to tuition rates, payments, and educational assistance payments; and
      ii. Source documentation to support accounting records; and
      iii. Proper charging of costs and cost allocation.

   B. **Contractor’s Record:** Contractor’s records shall be sufficient to:
      i. Permit preparation of required reports; and
      ii. Permit tracking of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable restrictions on the use of such funds; and
      iii. Permit the tracking of program income, or profits earned, and any costs incurred (such as stand-in costs) that are otherwise allowable except for; and
      iv. Permit tracking and reporting of leveraging as required.

   C. **Costs Charged:** Cost shall be charged to this contract only in accordance with the County and other requirements as required by funding source(s).

39. **Performance Standards:** Contractor shall comply with and adhere to the performance accountability standards as described in this Contract and applicable regulations and the activity levels to be utilized by County for program evaluation and monitoring.

40. **Budget Schedule:** Contractor agrees that the expenditures of any and all funds under this Contract will be in accordance with the Budget Schedule, a copy of which is attached hereto as Attachment C, and which by this reference is incorporated herein and made a part hereof as if fully set forth.

41. **Payment Requirements:**

If funding levels are significantly affected by state or federal budget and funds are not allocated and available for the continuance of the function performed by Contractor, the Contract may be terminated by the County at the end of the period for which funds are available. The County shall notify Contractor at the earliest possible time of any Service, which will or may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised and the County shall not be obligated nor liable for any damages as a result of termination under this
provision of this Contract, and nothing herein shall be construed as obligating the County to expend or as involving the County in any Contract or other obligation for future payment of money in excess of appropriations authorized by law.

A. Contract Amount: It is expressly agreed and understood that the total amount to be paid by County under this Contract shall not exceed the total County funding as set forth in Attachment B-Payment/Compensation to Contractor attached hereto and incorporated herein by reference.

B. County will reclaim any unused balance of funds for reallocation to other County approved projects.

C. Payment of Project Activities:

1. Payment of Project Activities: County will reimburse Contractor for eligible project-related costs only. Contractor shall submit requests for reimbursement to County on a monthly basis beginning on June 1, 2019, and must provide adequate documentation as required by County in accordance with the OC Community Resources Contract Reimbursement Policy, as set forth in Exhibit 1, attached hereto and incorporated herein by reference. In addition, Contractor will provide a monthly performance report by the 20th of the month for the preceding month of Services, as prescribed by County. Failure to provide any of the required documentation and reporting will cause County to withhold all or a portion of a request for reimbursement, or return the entire reimbursement package to Contractor, until such documentation and reporting has been received and approved by County.

2. If Contractor has no request for reimbursement during any quarter during the term of this Contract, a monthly performance report, including and explanation as to why no invoices were being processed, shall be required in lieu of a request for reimbursement.

3. Contractor will have forty-five (45) days following the expiration of the Contract to submit outstanding invoices for reimbursement of eligible costs incurred during the Contract period. After the forty-five (45) day period for submitting invoices has expired, County shall reallocate the remaining balance under this Contract for other program purposes and Contractor shall be ineligible for any further reimbursement.

D. Funds shall not be disbursed for any costs incurred prior to the certification by County of Certificate(s) of Insurance as further defined in Paragraph O “Insurance Requirements” of this Contract.

E. Eligible costs related to Services provided by Contractor must be incurred during the period beginning May 1, 2019. The Project shall be completed and all funds provided through this Contract shall be expended on eligible Project activities through and including April 30, 2021.

F. If any portion of HEAP funds transferred from or paid by the County to the Contractor are deemed ineligible for a particular use or purpose, Contractor shall return said funds to County within 90 days of County’s written request for reimbursement.

G. ADVANCE - Notwithstanding Paragraph 41.C above, upon written request and justification of an immediate need based upon cash forecasting from Contractor, County
may advance to Contractor a sum not to exceed one-sixth (1/6th) of County’s maximum obligation hereunder, a total of $83,333 (Eighty-Three Thousand Three Hundred Thirty-Three Dollars). Project Manager shall reduce the amount of monthly payments in the seventh, eighth, ninth, tenth, and eleventh months by twenty percent (20%) of any advance payment, under Paragraph 41.C above, to recover any outstanding advance or part thereof. Such recovery may not exceed the total of all outstanding advances. No monthly payment shall be made to Contractor which would result in less money remaining unpaid to Contractor than the total of advances made to Contractor.

42. **Modification of Budget:** Upon written approval of County, Contractor shall have the authority to transfer allocated program funds from one category of the overall program Budget to another category of the overall Budget. No such transfer may be made without the express prior written approval of County. A modification of the Budget may include the addition of any new Budget category.

43. **Performance:**
Contractor shall provide the oversight, administration, and project management necessary to accomplish all contracted activities in a timely manner. Contractor also agrees to comply with all applicable Federal, State, and local laws and regulations governing the funds provided under this Contract. The performance of work and Services pursuant to this Contract by Contractor and its Subcontractor(s), if any, shall conform to accepted professional standards associated with all Services provided under this Contract. Contractor shall resolve all issues regarding the performance of Contractor and its Subcontractors, if any, under this Contract using good administrative practices and sound judgment. Contractor shall be accountable to County for the proper use of funds provided to Contractor pursuant to this Contract and for the performance of all work (e.g., Services as identified in the Scope of Services) pursuant to this Contract.

44. **Drug-Free Workplace:**
The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace as set forth in Exhibit 2, attached hereto and incorporated herein by reference.

45. **Publicity, Literature, Advertisements, and Social Media:**

A. County owns all rights to the name, logos, seal and symbols of County. The use and/or reproduction of County’s name, seal, logos, or symbols for any purpose, including commercial advertisement, promotional purposes, announcements, displays, or press releases, without County’s prior written consent is expressly prohibited.

B. Contractor may develop and publish information related to this Contract where all of the following conditions are satisfied:
1. County provides its written approval of the content and publication of the information at least 30 days prior to Contractor publishing the information, unless a difference timeframe for approval is agreed upon by the County;
2. Unless directed otherwise by County, the information includes a statement that the program, wholly or in part, is funded through County, State and Federal government funds [funds identified as applicable];
3. The information does not give the appearance that the County, its officers, employees, or agencies endorse:
   a. any commercial product or service; and,
   b. any product or service provided by Contractor, unless approved in writing by County; and,

4. If Contractor uses social media (such as Facebook, Twitter, YouTube or other publicly available social media sites) to publish information related to this Contract, Contractor shall develop social media policies and procedures and have them available to County. 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 Contract. The policy is available on the Internet at http://www.ocgov.com/gov/ceo/cio/govpolicies.

46. D-U-N-S Number and Related Information:

D-U-N-S Number is a unique, 9-digit identifier issued and maintained by the Dun & Bradstreet (D&B) that verifies the existence of a business entity. The D-U-N-S number is needed to coordinate with the System for Award Management (SAM) that combines Federal procurement systems and the Catalog of Federal Domestic Assistance into one new system. https://www.SAM.gov

The D-U-N-S Number must be provided to County at the County’s request and prior to the execution of this Contract. Contractor shall ensure all D-U-N-S information is up to date and the D-U-N-S number status is “active,” with no active exclusions prior to execution of this Contract. If County cannot access the Contractor’s D-U-N-S information related to this Federal subaward on the Federal Funding Accountability and Transparency Act subaward Reporting system (SAM.GOV) due to errors in the Contractor’s data entry for its D-U-N-S number, the Contractor must immediately update the information as required.

The County reserves the right to verify and validate any information prior to contract award and during the entire term of the Contract.

47. Compliance with the Law:

Contractor hereby acknowledges that in addition to Article X of this Contract, in particular, Contractor warrants that the Services rendered complies with applicable requirements issued by the California State from time to time regarding HEAP, the state and federal law and regulation, including but not limited to Section 65913.4 of the Government Code, Chapter 5 (commencing with section 50210) part 1 Division 31 of the Health and Safety Code, section 50472 of Health and Safety Code; Chapter 2.8 (commencing with Section 50490) is added to Part 2 of Division 31 of the Health and Safety Code; Section 50710.3 of Health and Safety Code; Section 50717 of the Health and Safety Code; Section 8257 of the Welfare and Institutions Code; Item 2240-105-0001 of Section 2.00 of the Budget Act of 2016, as amended; California Senate Bill 850 Housing, 24 Code of Federal Regulations (CFR), Parts 91 and 576, as well as 25 California Code of Regulations (CCR), Section 8400 et seq. If permitted to subcontract, the Contractor shall comply with all applicable procurement requirements including but not limited to 24 C.F.R. part 85. Contractor hereby warrants that the funds received under this Contract shall not be used for costs associated with activities in violation of any law or for any activity not consistent with the intent of the federal/state fund granted and the eligible used identified in Health and Safety Code Section 50214. Contractor shall also be responsible for obtaining any and all permits, licenses, and approvals required for performing any
activities under this Contract, including those necessary to design, construct, operate, and maintenance of the activities stated in the Scope of Work. Contractor shall be responsible or observing and complying with any applicable federal, state, and local laws, rules or regulation affecting any such work, specifically those including, but not limited to, environmental protection, procurement, and safety laws, rules regulations, and ordinances. Contractor shall provide copies of the permits and approvals to the County upon request. Contractor hereby warrants that all Services provided shall comply with all applicable requirements as set forth in the State Standard Agreement 18-HEAP-00026, incorporated herein by reference as though those requirements are set forth herein.

48. **Confidentiality**: in addition to confidentiality provision of Article 5, Contractor shall ensure the confidentiality, protection and preservation of (1) the County’s Confidential Information (defined below) and (2) any information of a confidential, sensitive, and/or proprietary nature, which may be disclosed or made available to Contractor, its Subcontractors for their performance of Services under this Contract, and all related subordinate agreements (collectively, the “Purpose”).

   a. “Confidential Information” means all non-public information, material, or documents, of any kind, obtained from any participant of the Services, obtained from County or on behalf of the County, and any information obtained in performance of this Contract, through any medium that is:

   i. Designated in writing as “confidential” or “private” at the time of its disclosure; or

   ii. Exploitable data, information protected by privacy law, or other information that is treated as confidential by the County, including all personally identifiable information or protected health information or data that is prohibited from being disclosed for any reason pursuant to law, statute, regulation, ordinance, or contract; or

   iii. Any information that a reasonable person would consider confidential whether or not it is designated as such.

   b. Obligations of Confidence: Except as expressly permitted or further restricted by this provision, Contractor agrees as recipient of the Confidential Information that it will: (a) not disclose such Confidential Information to any third parties, and (b) exercise the same degree of care to protect such Confidential Information from any possession, use or disclosure not expressly permitted by this Contract, that Contractor generally uses to protect its own information of similar nature, but in any event no less than a reasonable standard of care.

   c. Limited Permitted Use and Disclosure: Contractor may possess, use, and disclose Confidential Information obtained through this Contract only as follows:

   i. Possession and Use: Contractor may possess, use and reproduce Confidential Information solely for the Purpose. Contractor shall not use the Confidential Information for any other purpose.

   ii. Disclosure: Contractor may, with the express written consent of the County, disclose Confidential Information to its Affiliates (defined below) and employees on a strict "need to know" basis and solely for the Purpose and in the course of providing the Services, provided that each such entity/person to whom such disclosure is made is notified of the confidential nature of the disclosure and is under an obligation to hold the Confidential Information in confidence under
terms and conditions at least as restrictive as the terms and conditions of this Contract. “Affiliate” means Contractor’s parent or subsidiary company or a corporate affiliate that controls, is controlled by or under common control with Contractor.

iii. Legally Required Disclosure: Disclosure of any Confidential Information by Contractor shall not be precluded if such disclosure is required of Contractor pursuant to court or administrative order, but only to the extent required and provided that Contractor in each instance before making such disclosure first (i) promptly upon receipt of such order notifies County of such order in writing; and (ii) reasonably cooperates with County in making, if available under applicable law, a good faith effort to obtain a protective order or other appropriate determination against or limiting disclosure or use of the Confidential Information, at no cost to County.

iv. Exceptions to Confidentiality: Notwithstanding any other provisions of this Contract, each Party acknowledges that Confidential Information shall not include any information which:
   1. is now or becomes part of the public domain through no fault or omission of the Contractor;
   2. is already known by the Contractor prior to the disclosure without restriction on disclosure;
   3. is lawfully received, without obligation of confidentiality, by the Contractor from others; or
   4. is independently developed by or for the Contractor without use of or reference to the County’s Confidential Information.

v. Return or Secure Destruction of Confidential Information: Upon the earlier of: the expiration of this Contract or the request (at any time) of County, the Contractor shall, at the County’s option and pursuant to the County’s written authorization, either: (a) promptly securely destroy all copies of the Confidential Information obtained from the County or furnished to the Contractor, or Contractor’s approved Affiliates and employees, and confirm such destruction to the County in writing, or (b) return to the County all Confidential Information obtained from the County or furnished to the Contractor and Contractor’s approved Affiliates and employees, and confirm such return to the County in writing.

d. Responsibility for Others: Contractor shall be fully responsible for the acts, omissions, breaches, violations of law, and unauthorized uses or disclosures of the County’s Confidential Information by its employees and duly approved Affiliates, agents, and Subcontractors (all, as relevant and if any).

e. Survival of Confidentiality Obligations: Contractor’s confidentiality obligations in this Contract and the obligations of this provision shall survive the termination or expiration of the Contract and all related subordinate contracts. Contractor shall keep the County’s Confidential Information confidential indefinitely.
IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and hereby cause this Contract to be executed.

**Families Forward**

By: __________________________

Name: __________________________

Title: __________________________

Dated: 3/23/2019

*For Contractors that are corporations, signature requirements are as follows: 1) One signature by the Chairman of the Board, the President or any Vice President; and 2) One signature by the secretary, any Assistant secretary, the Chief Financial Officer or an Assistant Treasurer.

For Contractors that are not corporations, the person who has authority to bind the Contractor to a contract, must sign on one of the lines above.

**********************************************************************************************************************************************

**County of Orange**

A Political Subdivision of the State of California

By: __________________________

Dylan Wright, Director

OC Community Resources

**APPROVED AS TO FORM**

By: __________________________

Deputy County Counsel

Dated: 4/2/2019
ATTACHMENT A

SCOPE OF SERVICES

1. Scope of Services Summary

A. Activities:
Contractor shall perform all services set forth herein; is responsible for administering the program funded with Homeless Emergency Aid Program ("HEAP") funds, as described as follows, in a manner satisfactory to the County and consistent with any standards required as a condition of providing the HEAP funds.

B. Program Description:
Contractor, pursuant to requirements set forth in the Scope of Services, shall provide emergency services and rental assistance to families who are experiencing homelessness or are at risk of homelessness and serve all three (3) Service Planning Areas of the County as identified in Exhibit “3” ("Program").

C. Eligible Participants:
For the purposes of the Program, families are considered to be homeless only when he/she/they lack(s) a fixed, regular and adequate nighttime residence and reside(s) in a place not meant for human habitation, such as cars, parks, sidewalks, abandoned buildings, motels, or other shelters, or for reference as further defined in 24 CFR Part 578.3 and 576.2.

D. Use of Funds:
HEAP Funds will be used to provide services, such as emergency services and rental assistance.

E. Reporting:
Contractor is required to submit monthly written reports, in a form mutually agreed upon by Contractor and County. Details will include but are not limited to number of homeless family placements into rapid rehousing and number of homeless families served with prevention/diversion activities.

Contractor shall enter the data in the Homeless Management Information System (HMIS) and adhere to all implementation guidelines developed under the County of Orange Continuum of Care and per 211OC HMIS standards or amended HMIS standards as amended from time to time.

Contractor shall collaborate with County on Coordinated Entry system and other Continuum of Care services/efforts.

2. Description of Services/Contractor Responsibilities

The Program shall meet the County’s need to provide emergency services and rental assistance to families Countywide.
A. Program Essential Services:
   a. Contractor Shall:
      i. Provide emergency services through homeless prevention and diversion activities for families with at least one minor age child.
      ii. Contractor shall provide tenant-based rental assistance or subsidies through rapid re-housing programs, flexible housing subsidy funds and eviction prevention strategies for families with at least one minor age child.

B. Administrative Management Tasks
   Contractor shall:
   1. Coordinate with County agencies engaged with those experiencing homelessness including but not limited to, Health Care Agency, Social Services Agency, and OC Community Resources, and will also, engage local agencies, social services programs and volunteers to assist with program services.
   2. Review all billings and assure payments, if applicable.
   3. Coordinate with OC Community Resources, other County agencies and community-based organizations, as necessary and appropriate.

C. Performance Metrics
   1. Contractor shall have a target of housing 110 families during the contract period.
   2. Contractor shall submit reports on a monthly basis. Data and due dates for the monthly reports will be items mutually agreed upon with the County and data collected through HMIS. The reports will include the following:
      a. Number of families placed into rapid rehousing and have been stabilized;
      b. Number of families who have successfully graduated from needing a rental subsidy; and
      c. Number of families who have received gap rental assistance, move-in deposits and other financial assistance.

3. Program Design
   A. Case Management Services – Contractor shall provide Case Management services to the families who are homeless / chronically homeless. The case managers shall aid in triaging participants to services that best meet their needs, and then provide them with the resources or link them to the most appropriate resource.

   B. Contractor acknowledges that they are required to collaborate with other homeless services agencies.

   C. Contractor shall comply with all State of California and local regulations, as applicable and shall comply with all HEAP requirements as amended.
ATTACHMENT B

PAYMENT/COMPENSATION

1. COMPENSATION:

This is a cost reimbursable Contract between the County and the Contractor for up to $500,000 for the period of May 1, 2019 through April 30, 2021, as set forth in Attachment A - Scope of Services attached hereto and incorporated herein by reference. 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.

2. 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.

3. PAYMENT TERMS:

An invoice for the reimbursable costs shall be submitted monthly to the address specified and approval of the County Project Manager. Contractor shall reference Contract number on invoice. 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 Orange County Homeless, Housing and Community Development and subject to routine processing requirements of the County. 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 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 services.

Invoice(s) are to be sent to:
OC Community Resources
1770 North Broadway, 4th floor
Santa Ana, CA 92706-2642
Attention: Accounts Payable
4. **INVOICING INSTRUCTIONS:**

Further instructions regarding invoicing/reimbursement as set forth in Exhibit 1 - OC Community Resources Contract Reimbursement Policy, are attached hereto and incorporated herein by reference.

The Contractor will provide an invoice on Contractor’s letterhead for services rendered. Each invoice will have a number and will include the following information:

The Demand Letter/Invoice must include

1. Contractor’s name and address
2. Contractor’s remittance address (if different from 1 above)
3. Name of County Agency Department
4. COUNTY CONTRACT/MASTER AGREEMENT number
5. Service date(s) – Month of Service
6. Rate
7. Delivery Order (DO) / Subordinate Agreement Number
8. Deliverables / Service description (in accordance with Attachment A)
9. Contractor’s Federal I.D. number
10. Total

5. **OC COMMUNITY RESOURCES CONTRACT REIMBURSEMENT POLICY:**

Further instructions regarding invoicing/reimbursements as set forth in Exhibit 1 – OC Community Resources Contract Reimbursement Policy, are attached hereto and incorporated herein by reference.
ATTACHMENT C

BUDGET SCHEDULE

1. Budget Schedule

Anticipated Administration and Program Cost Budget

<table>
<thead>
<tr>
<th>Project Costs</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Project Activity:</strong> Staffing Labor, Benefits and Contract Labor</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Project Activity:</strong> Homeless Emergency Services</td>
<td>$136,190</td>
</tr>
<tr>
<td>Rental Assistance</td>
<td>$340,000</td>
</tr>
<tr>
<td><strong>Project Activity:</strong> other (Admin/data)</td>
<td>$23,810</td>
</tr>
<tr>
<td>Grand Total</td>
<td>$500,000</td>
</tr>
</tbody>
</table>
Subject: OC Community Resources  
Contract Reimbursement Policy  
Effective: July 1, 2010  
Revised: February 7, 2019

PURPOSE:
This policy contains updated fiscal documentation requirements for contract reimbursement for OC Community Services and Housing & Community Development and Homeless Prevention. The procedures provide instructions for submitting reimbursement demand letter or invoice.

REFERENCES:
Executed County Board of Supervisors approved contract  
Budget included in contract or presented as an attachment  
48 CFR Part 31 Contract Cost Principles and Procedures  
24 CFR Parts 85, 570.502, 570.201, 576.21, 576.51 and 576.61: For Housing & Community Development and Homeless Prevention Contracts only.  
Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)

BACKGROUND:
The executed Board of Supervisors approved contract is the authorization for all aspects of payment, including the maximum amount to be paid, the payee, and the scope of services and work. Payments are made in strict accordance with the contract terms. Allowable costs are identified in referenced Uniform Guidance and Code of Federal Regulations (CFR).

ATTACHMENTS:
Reimbursement Policy Status Form (RPS-1)

POLICY:
Contractor is responsible for the submission of accurate claims. This reimbursement policy is intended to ensure that the Contractor is reimbursed based on the code or codes that correctly describe the services provided. This information is intended to serve only as a general reference resource regarding OC Community Services’ and Housing & Community Development and Homeless Prevention reimbursement policy for the services described and is not intended to address every aspect of a reimbursement situation. Accordingly, OC Community Services and Housing & Community Development and Homeless Prevention may use reasonable discretion in interpreting and applying this policy to services provided in a particular case. Other factors affecting reimbursement may supplement, modify or, in some cases, supersede this policy. These factors may include, but are not limited to: legislative mandates and County directives. OC Community Services and Housing & Community Development and Homeless Prevention may modify this reimbursement policy at any time by publishing a new version of the policy. However, the information presented in this policy is accurate and current as of the date of publication.

Cost incurred by Contractor must be substantiated and incurred during the contract period. Total of all reimbursements cannot exceed the amount of the contract. Cost must be allowable under applicable Code of Federal Regulations (CFR) or Uniform Guidance. All supporting documentation for reimbursement must be submitted with demand letter or invoice. If contract
requires matching contribution, documentation substantiating contribution match must be submitted with demand letter or invoice.

At any time, based on County’s business needs and/or Contractor’s performance, the County may designate Contractor to submit abbreviated or comprehensive documentation, as identified in the respective sections. Upon designation, Contractor will be notified, in writing via Reimbursement Policy Status Form, of which requirements are in full force. When Contractor is required to submit comprehensive documentation, in addition to the items identified in the Abbreviated Documentation Requirements Section, Contractor must also provide the documentation identified in the Comprehensive Documentation Requirements Section.

**PROCEDURES:**

**Abbreviated Documentation Requirements**

Compile and submit:

1. Supporting documentation includes, but is not limited to:
   a. General ledger/expense transaction report
   b. Payroll register or labor distribution report
   c. Payroll allocation plan
   d. Personnel Documentation
   e. Benefit plan and calculation of benefit
   f. Employer-employee contract for non-customary benefits (if applicable)
   g. Pre-approval documentation for equipment purchases equal to or greater than $5,000

2. The following is required with the first month’s invoice only:
   a. Cost allocation plan for rent, utilities, etc.
   b. Indirect rate approved by cognizant agency (if applicable)

3. Summary of leveraged resources (if applicable)

4. Demand letters must contain the following certification (if required by Contract):
   “By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (*U.S. Code Title 18, Section 1001 and Title 31 Sections 3729-3730 and 3801-3812*)”

5. Grantee Performance Report (if required by Contract)
6. Supporting documentation shall be on single-sided sheets
7. Please redact employees’ Social Security Number from payroll reports
8. Demand letter or invoice, along with supporting documentation shall be submitted to:
   OC Community Resources Accounting
   1770 N. Broadway, 4th Floor
   Santa Ana, CA 92706

**Comprehensive Documentation Requirements**

In addition to abbreviated documentation, compile and submit:

9. Purchase orders, invoices, and receipts
10. Cashed checks
11. Check register
12. Consultant/sub-contractor invoices (with description of services)
13. Travel expense documentation: mileage reimbursement, hotel bill, meal reimbursement

**ACTION:**

Distribute this policy to all appropriate staff

**INQUIRIES:** Inquiries may be directed to OCCR Accounts Payable at: OCCRAccountsPayable@occr.ocgov.com
Certification for a Drug-Free Workplace

Families Forward

Homeless Emergency Aid Program contract #18-23-0053-HEAP

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---
   (1) The dangers of drug abuse in the workplace;
   (2) The Applicant's policy of maintaining a drug-free workplace;
   (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
   (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---
   (1) Abide by the terms of the statement; and
   (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---
   (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

Check here if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.


Name of Authorized Official: Margie Wakeham
Title: CEO Families Forward
Signature: [Signature]
Date: 3/23/2019

Attachment H
Exhibit 2
Contract Summary Form
City of Placentia

SUMMARY OF SIGNIFICANT CHANGES
This is a new contract. No significant changes occur.

SUBCONTRACTORS
This contract does not currently include subcontractors or pass through to other providers.

CONTRACT OPERATING EXPENSES

<table>
<thead>
<tr>
<th>Project Costs</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Activity</strong>: Capital Improvement Costs</td>
<td>$5,650,000</td>
</tr>
<tr>
<td>Grand Total</td>
<td>$5,650,000</td>
</tr>
</tbody>
</table>
Contract Summary Form
City of Buena Park

SUMMARY OF SIGNIFICANT CHANGES

This is a new contract. No significant changes occur.

SUBCONTRACTORS

This contract does not currently include subcontractors or pass through to other providers.

CONTRACT OPERATING EXPENSES

<table>
<thead>
<tr>
<th>Project Costs</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Activity:</strong> Capital Improvement Costs</td>
<td>$6,412,300</td>
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<tr>
<td>Grand Total</td>
<td>$6,412,300</td>
</tr>
</tbody>
</table>
Summary of Significant Changes

This is a new contract. No significant changes occur.

Subcontractors

This contract does not currently include subcontractors or pass through to other providers.

Contract Operating Expenses

<table>
<thead>
<tr>
<th>Project Costs</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
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<td>$544,000</td>
</tr>
<tr>
<td>Grand Total</td>
<td>$544,000</td>
</tr>
</tbody>
</table>
**Contract Summary Form**
Kingdom Causes, Inc. dba City Net

**SUMMARY OF SIGNIFICANT CHANGES**
This is a new contract. No significant changes occur.

**SUBCONTRACTORS**
This contract does not currently include subcontractors or pass through to other providers.

**CONTRACT OPERATING EXPENSES**

<table>
<thead>
<tr>
<th>Project Activity: Staffing Labor, Benefits and Contract Labor</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 FTE – Case Manager</td>
<td>$45,000</td>
</tr>
<tr>
<td>1 FTE – Engagement Specialist</td>
<td>$37,000</td>
</tr>
<tr>
<td>1 FTE – Housing Navigator</td>
<td>$52,000</td>
</tr>
<tr>
<td>1 FTE – Combined (roles below)</td>
<td>$88,000</td>
</tr>
<tr>
<td>0.3 Data Analyst/HMIS Entry</td>
<td></td>
</tr>
<tr>
<td>0.3 Case Management Supervisor</td>
<td></td>
</tr>
<tr>
<td>0.1 Director of Programs</td>
<td></td>
</tr>
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<td>0.1 Finance and Accounting</td>
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</tr>
<tr>
<td>0.1 Operations</td>
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<tr>
<td>0.1 Executive Leadership</td>
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</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$222,000</strong></td>
</tr>
</tbody>
</table>

**Project Activity: Client Expenses**
“Whatever it Takes” funds for homeward bound, bridge housing, rapid rehousing, transportation and other client expenses

<table>
<thead>
<tr>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>$68,000</td>
</tr>
</tbody>
</table>

**Project Activity: Van Rental/Lease, transportation**

<table>
<thead>
<tr>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>$18,000</td>
</tr>
<tr>
<td>Project Activity</td>
</tr>
<tr>
<td>----------------------------------</td>
</tr>
<tr>
<td>Equipment, office and program supplies (including phones, computers, uniforms, data management software/licenses, etc.)</td>
</tr>
<tr>
<td>Indirect/admin</td>
</tr>
<tr>
<td><strong>Grand Total</strong></td>
</tr>
</tbody>
</table>
Contract Summary Form
Mercy House Living Centers, Inc.

SUMMARY OF SIGNIFICANT CHANGES
This is a new contract. No significant changes occur.

SUBCONTRACTORS
This contract does not currently include subcontractors or pass through to other providers.

CONTRACT OPERATING EXPENSES

<table>
<thead>
<tr>
<th>Project Costs</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operational Expenses</td>
<td>$29,250</td>
</tr>
<tr>
<td>Program Salaries and Benefits</td>
<td>$459,750</td>
</tr>
<tr>
<td>Direct Client Services</td>
<td>$39,033</td>
</tr>
<tr>
<td>Rental Assistance</td>
<td>$80,519</td>
</tr>
<tr>
<td>Project Activity: Other (Admin/Data)</td>
<td>$30,428</td>
</tr>
<tr>
<td><strong>Grand Total</strong></td>
<td><strong>$638,980</strong></td>
</tr>
</tbody>
</table>
Contract Summary Form
Family Assistance Ministries

SUMMARY OF SIGNIFICANT CHANGES
This is a new contract. No significant changes occur.

SUBCONTRACTORS
This contract does not currently include subcontractors or pass through to other providers.

CONTRACT OPERATING EXPENSES

<table>
<thead>
<tr>
<th>Project Activity</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Staffing Labor, Benefits and Contract Labor</td>
<td>$5,724</td>
</tr>
<tr>
<td>Participant Emergency Transportation and Motel costs</td>
<td>$22,847</td>
</tr>
<tr>
<td>Overhead</td>
<td>$1,429</td>
</tr>
<tr>
<td>Grand Total</td>
<td>$30,000</td>
</tr>
</tbody>
</table>
Contract Summary Form
Families Forward, Inc.

SUMMARY OF SIGNIFICANT CHANGES
This is a new contract. No significant changes occur.

SUBCONTRACTORS
This contract does not currently include subcontractors or pass through to other providers.

CONTRACT OPERATING EXPENSES

<table>
<thead>
<tr>
<th>Project Activity</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Staffing Labor, Benefits and Contract Labor</td>
<td>$0</td>
</tr>
<tr>
<td>Homeless Emergency Services</td>
<td>$136,190</td>
</tr>
<tr>
<td>Rental Assistance</td>
<td>$340,000</td>
</tr>
<tr>
<td>other (Admin/data)</td>
<td>$23,810</td>
</tr>
<tr>
<td>Grand Total</td>
<td>$500,000</td>
</tr>
</tbody>
</table>
MEMORANDUM

April 9, 2019

TO: Robin Stieler, Clerk of the Board of Supervisors
FROM: Leon J. Page, County Counsel
SUBJECT: Request for Supplemental Closed Session

I am requesting a supplemental closed session on Tuesday, April 23, 2019, to discuss with the Board the status of existing litigation, pursuant to Government Code section 54956.9(d)(1).

Accordingly, please prepare the Agenda Item to read:

"CONFERENCE WITH LEGAL COUNSEL -- EXISTING LITIGATION Pursuant to Government Code Section 54956.9(d)(1).

RECOMMENDED ACTION: Conduct Closed Session."

Thank you.

[Signature]

LJP:JR

cc: Members of the Board of Supervisors
    Frank Kim, CEO
MEMORANDUM

April 9, 2019

TO: Robin Stieler, Clerk of the Board of Supervisors

FROM: Leon J. Page, County Counsel

SUBJECT: Request for Supplemental Closed Session

I am requesting a supplemental closed session on Tuesday, April 23, 2019, to discuss with the Board the status of existing litigation, pursuant to Government Code section 54956.9(d)(1).

Accordingly, please prepare the Agenda Item to read:

“CONFERENCE WITH LEGAL COUNSEL -- EXISTING LITIGATION Pursuant to Government Code Section 54956.9(d)(1).
Sacramento County Superior Court Case No. 34-2012-00127517.

RECOMMENDED ACTION: Conduct Closed Session.”

Thank you.

RSL:LJP:jr

cc: Members of the Board of Supervisors
Frank Kim, CEO
MEMORANDUM

April 12, 2019

TO: Robin Stieler, Clerk of the Board of Supervisors

FROM: Leon J. Page, County Counsel

SUBJECT: Request for Supplemental Closed Session

I am requesting a supplemental closed session to be held on Tuesday, April 23, 2019, for the Board to consider the initiation of litigation pursuant to Government Code section 54956.9(d)(4).

Accordingly, please prepare the Agenda Item to read:

"CONFERENCE WITH LEGAL COUNSEL -- ANTICIPATED LITIGATION -- INITIATION OF LITIGATION pursuant to Government Code section 54956.9(d)(4). Number of Cases: Three Cases.

RECOMMENDED ACTION: Conduct Closed Session."

Thank you.

LJP:jr

cc: Members of the Board of Supervisors
Frank Kim, CEO
MEMORANDUM

TO: Robin Stieler, Clerk of the Board of Supervisors

FROM: Leon J. Page, County Counsel

SUBJECT: Request for Supplemental Closed Session

I am requesting a supplemental closed session on Tuesday, April 23, 2019, to discuss with the Board the status of existing litigation, pursuant to Government Code section 54956.9(d)(1).

Accordingly, please prepare the Agenda Item to read:

"CONFERENCE WITH LEGAL COUNSEL -- EXISTING LITIGATION Pursuant to Government Code Section 54956.9(d)(1).
USDC Case No. 8:19-cv-00614

RECOMMENDED ACTION: Conduct Closed Session."

Thank you.

LJP:jr

cc: Members of the Board of Supervisors
     Frank Kim, CEO
MEMORANDUM

April 18, 2019

TO: Robin Stieler, Clerk of the Board of Supervisors

FROM: Leon J. Page, County Counsel

SUBJECT: Request for Supplemental Closed Session

I am requesting a supplemental closed session be held on Tuesday, April 23, 2019 for the Board to consider anticipated litigation pursuant to Government Code section 54956.9(d)(2).

Accordingly, please prepare the Agenda Item to read:

"CONFERENCE WITH LEGAL COUNSEL -- ANTICIPATED LITIGATION -- SIGNIFICANT EXPOSURE TO LITIGATION pursuant to Government Code section 54956.9(d)(2).
Number of Cases: One Case.

RECOMMENDED ACTION: Conduct Closed Session."

Thank you.

LJP:nr

cc: Members of the Board of Supervisors
    Frank Kim, CEO